

**SECOND AMENDMENT TO MOWING SERVICES
AGREEMENT BETWEEN THE CITY OF LA CROSSE
AND QUALITY LAWCARE**

This Second Amendment is entered into this _____ day of _____, 2015, between the City of La Crosse, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, WI 54601 (“City”), and Quality Lawncare, with offices located at P.O. Box 223, Holmen, WI 54636 (“Contracting Party”).

Whereas, the City previously entered into a Mowing Services Agreement with Contracting Party which provides for lawn mowing and other services at certain locations at certain times during the year; and,

Whereas, the parties desire to extend the Mowing Services Agreement and amend the terms and conditions as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

1. **Term.** Pursuant to Provision 4 (“Term”) of the Mowing Services Agreement, the term of the Agreement shall be extended for an additional year through October 31, 2015, unless terminated earlier or extended by mutual agreement of the parties.
2. **Services, Locations and Rates.** The site locations, unit charges, and mowing frequencies in effect at the end of the 2014 mowing season shall remain the same and in effect for the extended term as set forth above. The summary of site locations, unit charges, and mowing frequencies is attached as Exhibit A and is incorporated into this Agreement. Contracting Party understands and agrees that the site locations may be modified by the City from time to time as properties are acquired or sold. City will notify Contracting Party of any modifications to site locations during the mowing season.
3. **Insurance.** Contracting Party shall provide City with evidence of insurance demonstrating, to the City’s satisfaction, Contracting Party’s compliance with the insurance requirements as set forth in the Standard Terms and Conditions included in the Mowing Services Agreement.
4. **Entire Agreement.** This Second Amendment contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Except as otherwise amended or modified by this Second Amendment, any and all terms and conditions of the Mowing Services Agreement, including the Standard Terms and

Conditions, shall remain in full force and effect. This Agreement shall be amended only by a formal writing executed by both parties.

5. **Governing Law.** This Second Amendment and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
6. **Severability.** The provisions of this Second Amendment are severable. If any provision or part of this Second Amendment or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day, month and year as set forth above.

CITY OF LA CROSSE:

By: _____
Mayor Tim Kabat
City of La Crosse

CONTRACTING PARTY:

By: _____
Name: _____
Quality Lawncare

SUMMARY OF QUOTATIONS

NORTH SITES - CONTRACTED MOWING AS OF END OF 2014

SITE NO.	FACILITY	LOCATION	MOWING FREQUENCY	Quality Lawncare*
1	AIRPORT STORM	3244 AIRPORT RD	WEEKLY	\$15.00
2	BREEZY POINT SANITARY		WEEKLY	\$10.00
3	LAUDERDALE SANITARY	1524 LAUDERDALE PL	WEEKLY	\$10.00
4	SMITH VALLEY SANITARY	1 GLENWOOD PL	WEEKLY	\$10.00
5	ROSE ST STORM	2104 ROSE ST	WEEKLY	\$10.00
6	MOORE ST SANITARY	800 MOORE ST	WEEKLY	\$20.00
7	TAYLOR ST STORM	2819 GEORGE ST	WEEKLY	\$15.00
8	PALACE STORM	2260 ROSE ST	WEEKLY	\$10.00
9	MEDARY SANITARY	2332 PALACE ST	WEEKLY	\$15.00
10	GILLETTE ST STORM	2222 GILLETTE ST	WEEKLY	\$22.00
11	LOGAN ST SANITARY	514 LOGAN ST	WEEKLY	\$10.00
12	HAGAR ST SANITARY	302 HAGAR ST	WEEKLY	\$15.00
13	GEORGE ST SANITARY	700 GEORGE ST	WEEKLY	\$10.00
14	MONITOR ST STORM	1002 MONITOR ST	WEEKLY	\$10.00
15	MILSON ST SANITARY	2704 QUARRY RD	WEEKLY	\$10.00
16	WELL 26	3246 AIRPORT RD	WEEKLY	\$15.00
17	WELL 24 - 2 WEEK FREQUENCY	1000 FISHERMAN'S RD	EVERY TWO WEEKS	\$10.00
17a	WELL 24 - MONTHLY FREQUENCY	1000 FISHERMAN'S RD	MONTHLY	\$15.00
18	WELL 23	900 FISHERMAN'S RD	EVERY TWO WEEKS	\$15.00
19	HARRY J OLSON CENTER	1607 NORTH ST	WEEKLY	\$30.00
20	CITY HALL	400 LA CROSSE ST	WEEKLY	\$25.00
21	INTERNATIONAL BUSINESS PARK	ALONG STREET R.O.W.s	EVERY TWO WEEKS	\$480.00
TOTAL QUOTATION PER MOWING - NORTH SITES				\$782.00

* COST PER MOWING FOR SITES