

**SECOND AMENDMENT  
TO GENERAL SERVICES AGREEMENT NUMBER F001312  
WITH ALAN TROXEL, DBA TROXEL HVAC**

This Second Amendment to Agreement number F001312, dated December 13, 2016, ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Alan Troxel, dba Troxel HVAC, a Sole Proprietor, ("Contractor").

**RECITALS**

- A. City and Contractor entered into the Agreement for Contractor to provide maintenance and repair of HVAC equipment at various sites and the First Amendment to the Agreement to increase compensation for the performance of miscellaneous services.
- B. City and Contractor now desire to amend the Agreement for the purpose of increasing compensation for additional miscellaneous services and revising other terms of the Agreement.

**AMENDMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. SECTION 2 - TIME FOR PERFORMANCE

Section 2 of the Agreement is amended to read as follows:

"The services described herein shall be provided as set forth in the Scope of Services. All services must be submitted in writing to the City Facilities Management for review and approval prior to the performance and completion of services. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of party."

2. SECTION 4 - COMPENSATION

Section 4 of the Agreement is amended to increase compensation payable to Contractor under the Agreement by \$200,000 for the performance of miscellaneous services at the Laguna Treatment Plant and other City sites to read as follows:

"The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of three-hundred eighty-nine thousand dollars (\$389,000). The Chief Financial Officer is authorized to pay all proper claims from various department Charge Numbers."

3. SECTION 5 – BILLABLE RATES, PAYMENTS TO CONTRACTOR

Section 5.b. of the Agreement is amended to read as follows:

"b. Payments. Payments will be delayed where Contractor fails to provide the information required under subsection c. below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice."

The second paragraph of Section 5.c. of the Agreement is amended to read as follows:

"In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid or purchase order. For purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including parts before markup, labor, services, tax, markup, etc."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

**CONTRACTOR:**

Name of Firm: Alan Troxel, dba Troxel HVAC,  
a Sole Proprietor

**CITY OF SANTA ROSA**

a Municipal Corporation

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signatures of Authorized Persons:*

By:                     *Alan Troxel*                    

Print Name:                     Alan Troxel                    

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

City of Santa Rosa Business Tax Cert. No.

                    51541