

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
TRUCK DRIVING REFESHER COURSE CLASS A/B TRAINING**

This is Amendment No. 1 ("Amendment No. 1") to that certain Professional Services Agreement ("Agreement") made on **September 26, 2022** between the City of Menifee ("City") and **AMERICA TRUCK DRIVING SCHOOL** ("Consultant") for **TRUCK DRIVING REFESHER COURSE CLASS A/B TRAINING** which this Amendment No. 1 is made and entered into on _____, **2023** to extend the term of the agreement, increase the scope of work and compensation amount as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
2. Section 1.1, "Term of Services" is amended to read as follows:

1.1 Term of Services. The term of this Agreement shall begin on **August 25, 2022** and shall end on **June 30, 2024** unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

3. SECTION 2, "Compensation" is amended to read as follows, increasing the contract amount by: **\$13,537.50 (THIRTEEN THOUSAND FIVE HUNDRED THIRTY SEVEN DOLLARS AND FIFTY CENTS)**

SECTION 2. COMPENSATION.

4. City hereby agrees to pay Contractor a sum not to exceed **\$31,587.50 (THIRTY ONE THOUSAND FIVE HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY CENTS)** notwithstanding any contrary indications that may be contained in Contractor's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for the Services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
TRUCK DRIVING REFESHER COURSE CLASS A/B TRAINING**

5. Exhibit A, "Scope of Services" is supplemented to include the supplement attached as Exhibit A hereto. The supplement to the "Scope of Services" is not intended to replace the original Exhibit A to the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit A to the Agreement. The initial paragraph of the original Exhibit A, "Scope of Services", to the Agreement is amended to read as follows:

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide **TRUCK DRIVING REFESHER COURSE CLASS A/B TRAINING** in the amount not to exceed **\$31,587.50 (THIRTY ONE THOUSAND FIVE HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY CENTS)** as further detailed in the following page(s).

This course will be taken by 3 additional staff members at \$4,512.50 each person for a total of \$13,537.50.

6. All other terms and conditions of the Agreement remain in full force and effect.
7. This Amendment No. 1 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

(Signatures on Following Page)

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
TRUCK DRIVING REFESHER COURSE CLASS A/B TRAINING

CITY OF MENIFEE

AMERICA TRUCK DRIVING SCHOOL

Armando G. Villa, City Manager

Santiago Rodriguez, Director

Attest:

Cynthia Rodriguez, Manager

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
TRUCK DRIVING REFESHER COURSE CLASS A/B TRAINING



Class A/B Truck Driver: Individual (56 hours ~ 6 Weeks)

Registration: \$250.00

Tuition: \$3700.00 (38 hours)

- Orientation (2 hours)
- Behind the Wheel Range (26 hours)
- Behind the Wheel Road (10 hours)
- 3 DMV Drive Test Appointments

Books/Media: \$350.00 (18 hours)

- Entry Level Driver Training Theory Content and Book (14 hours)
- Hazmat Theory Content and Book (4 hours)

Clinic: \$200.00

- Drug Test
- DOT Physical

STRF Fee: \$12.50

Total: \$4512.50

Additional Fees

DMV fee: \$89

Hazmat fee: \$86.50

Start Date: TBD

End Date: TBD

Training Yard
12701 Magnolia Ave.
Riverside, Ca 92503
Phone (951) 277-9013
Fax (714) 542-6635

Mailing Address
2210 N. Main St Ste B
Santa Ana, CA 92706
Phone (714) 542-8660
Fax (714) 542-6635

School Representatives
Santiago Rodriguez, Director
santiago@americatruckdriving.com
Cynthia Rodriguez, Manager
cynthia@americatruckdriving.com

School Info
americatruckdriving.com
BPPE Institution #93832345
Approval #20717
Federal ID No. 030585379

Invoice To: City of Menifee – Public Works and Engineering Dept.

Invoice Date: 5/30/2023

Schedule: We are available for training Monday through Saturday from 7 a.m. - 6 p.m. Our class sessions are 2 hours each. Based on the scheduling requests expressed by City of Menifee – Public Works, we will schedule 2 sessions a day (4 hours), two days a week.

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
TRUCK DRIVING REFESHER COURSE CLASS A/B TRAINING

America Truck Driving School Catalog Jan. 1st – Dec. 31st 2022

	Unit 1 Basic Introductory and Operational HM Requirements Unit 2 Reporting HM Crashes and Releases Unit 3 Tunnels and Railroad-Highway Grade Crossing Requirements Unit 4 Loading and Unloading HM Unit 5 HM on Passenger Vehicles Unit 6 Bulk Packages Unit 7 Operating Emergency Equipment Unit 8 Emergency Response Procedures Unit 9 Engine (Fueling) Unit 10 Tire Check Unit 11 Routes and Route Planning Unit 12 Hazardous Materials Safety Permits (HMSP)	
Range	Behind the Wheel Range Unit 1 Vehicle Inspection Pre-Trip/Enroute/Post-Trip Unit 2 Straight Line Backing Unit 3 Alley Dock Backing (45/90 Degree) Unit 4 Off-Set Backing Unit 5 Parallel Parking Blind Side Unit 6 Parallel Parking Sight Side Unit 7 Coupling and Uncoupling	26 hrs. (Covered by tuition)
Road	Behind the Wheel Road Unit 1 Vehicle Controls Unit 2 Shifting/Transmission. Unit 3 Communications/Signaling Unit 4 Visual Search Unit 5 Speed and Space Management Unit 6 Safe Driver Behavior Unit 7 Hours of Service (HOS) Requirements Unit 8 Hazard Perception Unit 9 Railroad (RR)-Highway Grade Crossing Unit 10 Night Operation Unit 11 Extreme Driving Conditions Unit 12 Skid Control/Recovery, Jackknifing, and Other Emergencies	10 hrs. (Covered by tuition)