

**SEVENTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT CONSULTANT SERVICES**

This SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“**Amendment**”) is made and entered into as of August 12, 2025 (“**Effective Date**”), by and between the City of Needles, a California charter city hereinafter referred to as “**City**” and Willdan Engineering, a California corporation hereinafter referred to as “**Consultant**.” City and Consultant may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into that certain Professional Services Agreement dated April 19, 2021 (“**Agreement**”); and

WHEREAS, Consultant agreed to provide Building Support Services for inspection to the City for a term of one (1) year with compensation not to exceed \$60,000; and

WHEREAS, the Parties entered into a First Amendment to Professional Services Agreement dated July 13, 2021, for Comprehensive Plan Review and Structural Plan Review; and

WHEREAS, the Parties entered into a Second Amendment to Professional Services Agreement dated September 14, 2021, for Certified Building Official/Project Manager Services at an hourly rate of \$165; and

WHEREAS, the Parties entered into a Third Amendment to Professional Services Agreement dated April 26, 2022, for increasing the maximum contract amount; and

WHEREAS, the Parties entered into a Fourth Amendment to the Professional Services Agreement dated May 10, 2022, to add a Certified Building Official Services hourly rate of \$125 and to increase the maximum contract amount; and

WHEREAS, the Parties entered into a Fifth Amendment to the Professional Services Agreement dated July 12, 2023, to increase the maximum contract amount; and

WHEREAS, the Parties entered into a Sixth Amendment to the Professional Services Agreement dated December 12, 2023, to increase the term of the Agreement; and

WHEREAS, the Parties desire to enter into this Seventh Amendment to Professional Services Agreement as of this Effective Date to increase the term of the Agreement by an additional year; and

WHEREAS, City has satisfactorily compensated Consultant for Consultant’s Services performed for the previous term of the Agreement; and

WHEREAS, Section 3.6.4 of the Agreement states that the Agreement may only be modified by a writing signed by both Parties; and

WHEREAS, Section 3.6.11 of the Agreement states that no supplement, modification, or amendment of the Agreement shall be binding unless executed in writing and signed by both Parties.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Consultant agree as follows:

1. **Incorporation of Recitals.** The Parties hereby agree that the recitals set forth in this Amendment are deemed incorporated into this Amendment and the Agreement by this reference.

2. **Definitions.** All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

3. **Amendment to Section 3.1.2.** The Parties hereby agree that Section 3.1.2 of the Agreement is hereby amended and replaced with the following:

“This amended Agreement shall remain in effect for a period of one year from the Seventh Amendment to Professional Services Agreement Consultant Services’ (“Seventh Amendment”) Effective Date. This Agreement shall automatically terminate unless renewal is approved by the City Council of the City of Needles.”

4. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

5. This Amendment shall be governed by the laws of the State of California. Any legal action arising from or related to this Amendment shall be brought in the state or federal courts of the State of California in and for the County of San Bernardino.

IN WITNESS WHEREOF, the Parties hereby have made and executed this Amendment to be effective as of the day and year first above written.

CITY OF NEEDLES, CALIFORNIA

By: _____

Title: City Manager

Date: _____

WILLDAN ENGINEERING

By: 

Title: President/CEO

Date: 8/7/2025

ATTEST:

City Clerk

Approved As To Form:

City Attorney