

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANIBEL AND TETRA TECH, INC.**

THIS THIRD AMENDMENT to Professional Services Agreement between **CITY OF SANIBEL** ("OWNER" or "CITY") and **TETRA TECH, INC.** ("CONSULTANT" or "TETRA TECH") is entered into this 13th day of September, 2021.

WHEREAS, CITY and TETRA TECH entered into a certain Professional Services Agreement dated September 20, 2011 (the "Agreement"), the original term of which was due to expire on October 6, 2014, but which was renewed for two (2) additional one-year terms through and until October 6, 2016; and

WHEREAS, by First Amendment to the Agreement entered into on October 4, 2016, CITY and TETRA TECH extended the term of the Agreement by an additional two (2) years, through and until October 6, 2018; and

WHEREAS, a three (3) year extension was entered into the 10th day of September, 2018 which is set to expire on the October 6, 2021; and

WHEREAS, TETRA TECH is currently engaged in multiple critical CITY projects which have not been completed and the City Council finds that it is practically and economically disadvantageous to the CITY to halt such work at this time or attempt to acquire additional or other consulting professionals at this time; and

WHEREAS, it appears that a one (1) year extension to the Agreement will provide sufficient opportunity for the completion or substantial completion of such necessary projects;

WHEREAS, TETRA TECH was originally selected through all required competitive selection procedures pursuant to applicable statutory and CITY requirements; and

WHEREAS, the City Council finds that it is in the best interest of the CITY and the public to extend the current contract as set forth in this Third Amendment to the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein and other good and valuable consideration, acknowledged by the parties to be sufficient, the CITY and TETRA TECH hereby agree as follows:

SECTION ONE. The "WHEREAS" clauses set forth above constitute recitals which are agreed by the parties to be true and correct.

SECTION TWO. "Section 1 -- General" of the Agreement is hereby amended to provide the term of the Agreement shall be through and until October 6, 2022.

SECTION THREE. The remainder of the Agreement shall remain in full force and effect except as specifically amended by this Agreement and all tasks, services and projects specifically authorized by the CITY pursuant to such Professional Services Agreement remain in full force and effect.

SECTION FOUR. Entire Agreement. The Agreement, as amended, including referenced Exhibits and Attachments thereto, constitutes the entire Agreement between the parties hereto.

SECTION FIVE. This Agreement, and the rights and obligations of the CITY and CONSULTANT hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date first above written.

OWNER:
CITY OF SANIBEL

CONSULTANT:
TETRA TECH, INC.

Signature

Signature

By: Judith A. Zimomra

By: _____
Print Name

Title City Manager

Title _____

Address for giving notices:

Attention: Public Works Director
City of Sanibel Department of Public Works
800 Dunlop Road
Sanibel, Florida 33957-4096
Phone (239) 472-6397
Fax (239) 472-6041

Address for giving notices:

Tetra Tech
10600 Chevrolet Way, Suite 300
Estero, Florida 33928
Phone (239) 390-1467
Fax (239) 390-1769

ATTEST

City Clerk

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State __

County ____


The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ who is personally known to me or who has
produced _____ as
identification.

Notary Public

(SEAL)

Name typed, printed or stamped


Approved as to form: _____


John D. Agnew, City Attorney

Date: _____

9/9/21

APPROVED FINANCIAL SUFFICIENCY


Steven C. Chaipel, Finance Director