

RESOLUTION NO. 2025-56

A Resolution Approving the 2nd Amendment to the professional services contract with Jacobs Engineering Group Inc. for the Public Works Water Reclamation Facility (WRF) and Conveyance System Master Plan Update, Project 2022-5 to include Additional Regulatory Support for McMinnville's National Pollutant Discharge Elimination System (NPDES) Permit Renewal with the Oregon Department of Environmental Quality (DEQ).

RECITALS:

Whereas, On September 13, 2022, Jacobs Engineering Group Inc. was awarded the Professional Services Contract for the WRF and Conveyance System Master Plan Update Project 2022-5; and

Whereas, While Jacobs Engineering was performing these services DEQ opened the City's NPDES Permit to start renewal procedures: and

Whereas, Jacobs Engineering is qualified and capable of performing these services; and

Whereas, Project funding is included in the 2025-2026 Wastewater Capital Fund (77).

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. That the Second amendment to the Professional Services Contract with Jacobs Engineering Group Inc. for the Public Works Water Reclamation Facility (WRF) and Conveyance System Master Plan Update to include Additional Regulatory Support work for \$81,525.00 is approved. Bringing the total not to exceed price of the contract to \$1,689,391.00.
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 14th day of October 2025 by the following votes:

Ayes: Chenoweth, Payne, Geary, Cunningham, Tucholsky, Peralta

Nays: _____

Approved this 14th day of October 2025.



MAYOR

Approved as to form:

Attest:

Tyler C. Geoman-Millette
Acting City Attorney

Claudia Cisneros
City Recorder

EXHIBITS:

- A. Water Reclamation Facility (WRF) and Conveyance System Master Plan Update Project 2022-5 Amendment 2

CITY OF McMINNVILLE
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Water Reclamation Facility (WRF) and Conveyance System Master Plan Update Project

This Second Amendment to Professional Services Agreement (“Second Amendment”) is effective the 14th day of October 2025 (“Effective Date”), by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (“City”), and Jacobs Engineering Group INC., a Delaware corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on September 13, 2022 relating to the Water Reclamation Facility (WRF) and Conveyance System Master Plan Update Project. (“Project 2022-5”); and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, the City and Consultant anticipate that additional time is needed to complete the Services stated in the Agreement

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Agreement is amended as follows:

Section 1. Term

The term of the Agreement is hereby extended to June 30, 2026.

Section 2. Additional Services To Be Provided

Consultant will perform the Additional Services more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein, for the Project pursuant to all original terms of the Agreement, except as modified herein.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed EIGHTY-ONE THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$81,525.00) for performance of the Additional Services (“Additional Compensation Amount”) which, when totaled with

the Compensation Amount, equals a total not-to-exceed amount of ONE MILLION SIX HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED NINETY-ONE DOLLARS (\$1,689,391) for the performance of the Services and Additional Services ("Total Compensation Amount"). Consultant's estimate of time and materials is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 4. All Other Terms

All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this Second Amendment.

The Consultant and the City hereby agree to all provisions of this Second Amendment.

CONSULTANT:

Jacobs Engineering Group Inc.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF McMINNVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Tyler C. Geoman-Millette

Acting City Attorney

City of McMinnville, Oregon