



## **PROFESSIONAL SERVICES AGREEMENT**

### **FOR BROWNFIELDS GRANT WRITING AND GRANT IMPLEMENTATION SERVICES**

This Professional Services Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, **2026, by and between the City of Ottumwa, Iowa, an Iowa municipal corporation ("City"),** and \*\* \_\_\_\_\_ \*\*, a \_\_\_\_\_ ("Consultant").

#### **1. PURPOSE**

The City desires to retain the Consultant to provide professional services related to the preparation, submission, administration, and implementation of U.S. Environmental Protection Agency (EPA) Brownfields grants. The Consultant represents that it possesses the qualifications, experience, and expertise necessary to perform such services.

#### **2. SCOPE OF SERVICES**

The Consultant shall perform the services described in Exhibit A – Scope of Services, which is incorporated herein by reference. The scope may include, but is not limited to:

##### **Phase I – Grant Preparation Services**

- Brownfields grant strategy development.
- Identification and prioritization of potential brownfield sites.
- Preparation of EPA Brownfields grant application materials.
- Coordination of supporting documentation and letters of support.
- Development of project budgets and work plans.
- Technical assistance through the grant review and award process.

##### **Phase II – Grant Implementation Services**

Contingent upon grant award and written authorization by the City:



- Preparation of required EPA implementation documents, including Community Relations Plans (CRP), Quality Assurance Project Plans (QAPP), and Analysis of Brownfields Cleanup Alternatives (ABCA), as applicable.
- Assistance with grant management and administration.
- Preparation of quarterly and annual reports.
- Procurement assistance for environmental services.
- Coordination with EPA Region 7 and the Iowa Department of Natural Resources.
- Project tracking, financial reporting, and grant closeout activities.

### **3. TERM OF AGREEMENT**

This Agreement shall become effective upon execution by both parties and shall remain in effect until completion of the services described herein unless sooner terminated in accordance with this Agreement.

The initial term shall be three (3) years, with the option for the City to extend the Agreement for two (2) additional one-year periods by mutual written agreement.

### **4. NOTICE TO PROCEED AND CONTINGENT SERVICES**

The Consultant acknowledges that certain services contemplated by this Agreement are contingent upon the award of EPA Brownfields funding.

The City may authorize the Consultant to perform pre-award planning and grant preparation services. However, implementation services requiring grant funding shall not commence until:

1. The City receives formal notice of grant award;
2. A grant agreement or cooperative agreement has been executed with the EPA; and
3. The City issues a written Notice to Proceed.

Nothing in this Agreement shall obligate the City to authorize or fund services beyond those expressly approved in writing.



## **5. COMPENSATION**

### **A. Grant Preparation Services**

The City shall compensate the Consultant for Phase I services on a lump-sum basis in the amount of \$\_\_\_\_\_, payable upon completion of the milestones identified in Exhibit B.

### **B. Grant Implementation Services**

Phase II services shall be compensated on a time-and-materials basis in accordance with the hourly rate schedule attached as Exhibit C, not to exceed \$\_\_\_\_\_ without prior written authorization from the City.

### **C. Reimbursable Expenses**

Reasonable and necessary reimbursable expenses shall be paid only if specifically authorized by the City and documented by the Consultant.

## **6. PRE-AWARD COSTS**

The parties acknowledge that services performed prior to the award of EPA Brownfields funding may not be eligible for reimbursement under any future federal grant agreement. The Consultant agrees that any pre-award services authorized by the City are performed with the understanding that payment for such services shall be the sole responsibility of the City unless reimbursement is subsequently permitted under applicable federal regulations and approved by the EPA.

Nothing in this Agreement shall be construed as a representation or guarantee that pre-award costs will be reimbursable from grant funds.

## **7. CONSULTANT RESPONSIBILITIES**

The Consultant shall:

- Perform all services in accordance with generally accepted professional standards.
- Comply with all applicable federal, state, and local laws and regulations.
- Maintain complete and accurate project records.
- Cooperate with City staff and designated representatives.



- Promptly notify the City of any issues affecting project schedule, budget, or compliance.

## **8. CITY RESPONSIBILITIES**

The City shall:

- Designate a project manager to serve as the primary point of contact.
- Provide information and records reasonably necessary for the Consultant's performance.
- Review deliverables in a timely manner.
- Compensate the Consultant in accordance with this Agreement.

## **9. INSURANCE**

The Consultant shall maintain insurance coverage during the term of this Agreement, including:

- Commercial General Liability: \$1,000,000 per occurrence.
- Professional Liability (Errors and Omissions): \$1,000,000 per claim.
- Automobile Liability: \$1,000,000 combined single limit.
- Workers' Compensation as required by Iowa law.

Certificates of insurance shall be provided to the City prior to commencement of services.

## **10. INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, damages, losses, and expenses arising out of the negligent acts, errors, or omissions of the Consultant or its employees, agents, or subcontractors in the performance of this Agreement.

## **11. OWNERSHIP OF DOCUMENTS**

All reports, studies, plans, applications, maps, data, and other materials prepared by the Consultant under this Agreement shall become the property of the City upon payment for services rendered. The City shall have the unrestricted right to use, reproduce, and modify such materials for governmental purposes.



## **12. TERMINATION**

The City may terminate this Agreement, in whole or in part, for convenience upon thirty (30) days written notice. The City may terminate immediately for cause if the Consultant materially breaches the terms of this Agreement.

Upon termination, the Consultant shall be compensated for authorized services satisfactorily performed through the effective date of termination.

## **13. INDEPENDENT CONTRACTOR**

The Consultant is and shall remain an independent contractor and is not an employee, agent, or representative of the City for any purpose.

## **14. COMPLIANCE WITH FEDERAL REQUIREMENTS**

If grant funding is awarded, the Consultant shall comply with all applicable federal requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
- EPA Brownfields Program guidelines;
- Federal debarment and suspension requirements;
- Equal employment opportunity and nondiscrimination requirements; and
- Any additional conditions required by the EPA grant agreement.

## **15. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue for any action arising under this Agreement shall lie exclusively in the Iowa District Court for Wapello County, Iowa.

## **16. ENTIRE AGREEMENT**

This Agreement, including all attached exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations or understandings. Any amendments shall be in writing and executed by both parties.



**IN WITNESS WHEREOF**

The parties have caused this Agreement to be executed by their duly authorized representatives.

**CITY OF OTTUMWA, IOWA**

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

**Benjamin Foote, Mayor**

Attest: \_\_\_\_\_

**Christina Reinhard, City Clerk**

Date: \_\_\_\_\_

**CONSULTANT**

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

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

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT A**

### **Scope of Services**

*(To be completed based on the Consultant's proposal and negotiated scope.)*

## **EXHIBIT B**

### **Compensation and Payment Schedule**

*(To include milestones for grant writing and implementation tasks.)*

## **EXHIBIT C**

### **Hourly Rate Schedule**

*(To include hourly billing rates for all personnel classifications.)*