CITY OF DELTA EST. 1882

360 N. Main / Delta, Colorado 81416 / Phone 970.874.7566

MEMO

To: Delta City Council
From: Elyse Casselberry
Date: November 3rd, 2026
Subject: Consideration of award of Contract to RPI Consulting

Background:

Staff presented the Strategic Growth and Water Supply Elements grant from DOLA at Work Session on October 20, 2026.

The City applied for a DOLA grant to fund consultant services for developing the elements. DOLA approved the application and awarded the City of Delta $38,250.00.

An RFP closed on August 17, 2026. The bids were posted on the City website as well as Bidnet. Two bids were received.

Consultant	Bid Amount
RPI Consulting, Inc	$49,865.00
Baseline Engineering Corporation	$99,496.00

Recommendation:

Staff recommends awarding the Professional Services contract to RPI Consulting, Inc in the amount of $49,865.00.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of _____, 2026 (“Effective Date”) by and between CITY OF DELTA, a Colorado home rule municipality (the "City") and RPI Consulting, Inc, a consulting firm (the "Professional")

WITNESSETH

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. SCOPE OF PROFESSIONAL SERVICES

Professional agrees to provide services to the City in accordance with the Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference (the “Services”). To the extent the provisions of this Agreement conflict with Professional’s proposal, the terms of this Agreement, including Exhibit A, shall control. Further, in the event of any conflict between the body of this Agreement and Exhibit A, the body of this Agreement shall control. A change in the Services shall not be effective unless authorized in writing by the City. If Professional proceeds without such written authorization, Professional shall be deemed to have waived any claim for additional compensation.

2. TIME OF COMMENCEMENT AND COMPLETION OF SERVICES

The Services to be performed pursuant to this Agreement shall commence upon the Effective Date and be completed with due diligence thereafter. Time is of the essence in this Agreement. Provided, however, that any payment obligation of the City for fiscal years after the year in which this Agreement is executed is subject to and contingent upon annual budgeting and appropriation by City.

3. PROFESSIONAL RESPONSIBILITY

Professional shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services rendered by Professional and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. Professional represents that it has the special expertise and background necessary to provide the City with the Services, and the City is expressly relying on the technical and professional expertise of Professional. Professional shall comply with all applicable federal, state, and local laws, rules, and regulations in the provisions of the Services and performance of its obligations under this Agreement.

4. PAYMENT

For satisfactory performance of the Services pursuant to this Agreement, the City agrees to pay Professional fees in the total amount of $49,865.00, as set forth in Exhibit A. Monthly partial payments based upon Professional's billings are permissible. The amounts of all such partial payments shall be based upon Professional's progress in completing the Services, for which Professional shall submit to the City a detailed monthly invoice describing the Services rendered and hours worked. Upon request by the City, Professional shall provide backup payroll documentation identifying each individual employee or contractor, date of work performed, and

respective hours worked. The City shall pay the invoice within 30 days of receipt unless the work or the documentation therefor is unsatisfactory, as determined by the City in its sole and reasonable discretion. Final payment shall be made following satisfactory completion of the Services and acceptance by the City.

5. REPRESENTATIVES

Professional hereby designates Gabe Preston as its primary contact and representative for this Agreement.

The City hereby designates Elyse Casselberry as its representative and authorizes them to make all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.

6. **INDEPENDENT CONTRACTOR STATUS**

Professional and any persons employed or retained by Professional for the performance of the Services shall be independent contractors and not agents or employees of the City. Any provisions in this Agreement that may appear to give the City the right to direct Professional as to details of doing work or to exercise a measure of control over the work mean that Professional shall follow the direction of the City as to end results of the work only.

A. Professional is providing Services independently and, therefore, is not an employee, partner, or joint venturer with the City, and neither party has the authority to bind the other in any respect. Professional warrants to the City that Professional understands the difference in status between an independent contractor and an employee, and Professional acknowledges and stipulates that Professional is neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes. The parties further agree that the City shall not withhold from Professional unemployment insurance, social security, taxes or any other withholdings. Professional agrees to be responsible for all such payments required by law.

B. Taxes. Professional acknowledges and agrees to report all payments received from the City on its federal and state income tax returns and is obligated to pay any and all resulting federal and state income tax obligations. Professional will indemnify the City for any such payments required but not paid.

C. No Insurance or Benefits. Professional acknowledges and agrees that it is not covered by any of the City's insurance, including the City's workers' compensation coverage, and is not entitled to any benefits otherwise provided to the City's employees, including vacation pay, sick leave, retirement benefits, social security, disability benefits, employee health benefits of any kind, or workers' compensation benefits. During the Term of this Agreement, Professional will carry any insurance required by law at Professional's own expense.

7. PERSONAL SERVICES

It is understood that the City enters into this Agreement based on the special abilities of Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City, which consent shall be at the sole discretion of the City.

8. ACCEPTANCE NOT WAIVER

The City's approval of drawings, designs, plans, specifications, reports, or incidental work or materials furnished hereunder shall not in any way relieve Professional of responsibility for the technical accuracy of the Services. The City's approval or acceptance of, or payment for, any Services shall not be construed or operate as a waiver of any rights or benefits under this Agreement or of any cause of action arising out of the performance of this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing.

9. DEFAULT

Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default hereof by written notice from the other party.

10. REMEDIES

In the event a party has been declared in default hereof by written notice from the other party, such defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In the event Professional fails or neglects to carry out the Services in accordance with this Agreement, the City may elect to make good such deficiencies and charge Professional therefor.

11. TERMINATION BY THE CITY

The City may terminate this Agreement at any time for its convenience. In the event of termination, the City shall pay Professional for all work previously authorized and completed prior to the date of termination pursuant to Exhibit A. If, however, Professional has breached this Agreement, the City shall have any remedy or right of set-off available at law and equity.

12. LIMITATION ON DAMAGES

The partes agree that Professional’s remedies for any claims asserted against the City shall be limited to proven direct damages in an amount not to exceed amounts due under this Agreement and that the City shall not be liable for indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits.

13. INSURANCE

Professional agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Professional under this Agreement in accordance with this Section 13. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Professional

shall not be relieved of any liability, claims, demands, or other obligations assumed in this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Professional under this Agreement.

A. Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease--policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease--each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph. Regardless of the limitations set forth herein, such insurance shall at a minimum meet the required limits under Colorado law.

B. Commercial General Liability insurance with minimum combined single limits of ONE MILLION FOUR HUNDRED TWENTY-ONE THOUSAND DOLLARS ($1,421,000) aggregate for each occurrence and FIVE HUNDRED FIVE THOUSAND DOLLARS ($505,000) per injured person, but in no event shall the policy reflect amounts less than those set forth in the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-114, as may be adjusted from time to time. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance with a minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND ($500,000) each occurrence and ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000) aggregate with respect to each of Professional's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. If Professional has no owned automobiles, the requirements of this Paragraph (C) shall be met by each employee of the Professional providing Services to the City under this Agreement.

D. Errors and Omissions insurance in the amount of $500,000 per claim, as applicable.

The policy required by Paragraph (B) above shall be endorsed to include the City and its officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to any policy shall

contain any exclusion for bodily injury or property damage arising from completed operations. Professional shall be solely responsible for any deductible losses under any policy required above.

The certificate of insurance required by the City shall be completed by Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to the City.

Failure on the part of Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Professional to the City upon demand, or the City may offset the cost of the premiums against any monies due to Professional from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

14. INDEMNIFICATION

Professional agrees to indemnify, defend, and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, including costs of defense and attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or performance of the Services, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the omission, error, professional error, mistake, or negligence of Professional, any subcontractor of Professional, or any officer, employee, representative, or agent of Professional or of any subcontractor of Professional, or which arise out of any workers' compensation claim of any employee of Professional or of any employee of any subcontractor of Professional, except to the extent caused by the negligent acts or omissions of the City, its officers or employees. This indemnification provision shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

15. RECORDS

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of Professional and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The City is subject to and bound by the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq*. Any and all documents Professional prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by Professional. Professional hereby waives any claims of any kind whatsoever against the City for the City's compliance or attempted compliance with the provisions of the Open Records Act.

16. EQUAL OPPORTUNITY

It is the policy of the City of Delta that no person shall on the grounds of race, color, national origin, sex, disability, religion, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of the City. In accordance therewith, the Professional shall not discriminate against any employee, applicant for employment, or subcontractor because of race, color, national origin, sex, disability, religion, or age.

17. APPROPRIATION

No provision of this Agreement shall be construed or interpreted: (i) to directly or indirectly obligate the City to make any payment in any year in excess of amounts appropriated for such year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (iii) as a donation or grant by the City to or in aid of any person, company or corporation under applicable Colorado law.

18. IMMUNITY

The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations and any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or otherwise available to the City, its officers, or its employees.

19. NOTICE

Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed as follows. Either party may change the address to which notices should be delivered by providing notice in accordance with this Section.

TO CITY: City of Delta
360 Main Street
Delta, Colorado 81416
Attn: Elyse Casselberry
Email: elyse@cityofdelta.ne

TO PROFESSIONAL: RPI Consulting, Inc.
1911 Main Ave, Suite 224
Durango, CO 81301
Email: gabe@rpiconsulting.org

20. GOVERNING LAW; VENUE

This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado. Venue for any dispute arising out of this Agreement shall lie in the court of Delta County, Colorado.

21. ATTORNEY FEES

Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

22. SEVERABILITY

In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under present or future laws, then, in such event, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted and shall be construed to effectuate, as nearly as possible, the original intentions of the parties based upon the entire contract, including the invalidated provision.

23. REPRESENTATION

Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF DELTA, COLORADO	[PROFESSIONAL – insert name here]
By: _____	By: _____
Name:	Name:
Title:	Title:

ATTEST:

_____
City Clerk

EXHIBIT A

Scope of Professional Services and Fee Schedule

Strategic Growth Element and Water Supply Element Scope and Budget

RPI proposes to complete the strategic growth element and water supply element combined for $49,865 including consulting fees and expenses. Total costs for strategic growth and water supply combined tasks are consolidated under the strategic growth element.

Strategic Growth Element (RPI Consulting)	Consulting Fees
Combined Task 1. Kickoff and periodic meetings with city staff (combined water supply element and strategic growth element)	$2,300
Growth Task 2. Summary of existing strategic growth policies	$1,320
Growth Task 3. Inventory of planned growth areas and vacant or underutilized land.	$2,640
Growth Task 4. Public infrastructure capacity analysis	$4,620
Combined Task 5. Fiscal impact analysis (combined water supply element and strategic growth element)	$4,950
Growth Task 6. Public review draft strategic growth element	$5,280
Combined Task 7. City leadership and public Involvement: Did we get it right? (combined water supply element and strategic growth element)	$5,780
Growth Task 8. Final strategic growth element.	$2,475
Subtotal Strategic growth element	$29,365
Water Supply Element (JVA)	Consulting Fees
Combined Task 1. Kickoff (combined water supply element and strategic growth element)	Combined, see above
Water Task 2. Summary of existing water supply and conservation policies	$1,000
Water Task 3. Water supply inventory	$2,500
Water Task 4. Water supply capacity analysis and needs assessment	$9,000
Combined Task 5. Fiscal Impact Analysis (combined water supply element and strategic growth element)	Combined, see above
Water Task 6. Public review draft water supply element	$6,000
Combined Task 7. City leadership and public Involvement: Did we get it right? (combined water supply element and strategic growth element)	Combined, see above
Water Task 8. Final water supply element	$2,000
Subtotal Water supply element	$20,500
GRAND TOTAL STRATEGIC GROWTH AND WATER SUPPLY ELEMENTS	$49,865