

**SUBJECT: RESOLUTION NO. 95, SERIES 2025 – A RESOLUTION
APPROVING AN AGREEMENT WITH INLINER SOLUTIONS, LLC**

DATE: NOVEMBER 18, 2025

PREPARED BY: TYLER TROJAN ENGINEER III

PRESENTED BY: KURT KOWAR, PUBLIC WORK DIRECTOR

SUMMARY:

Staff recommends approval and award of the 2025 Sanitary Sewer CIPP Project contract with Inliner Solutions, LLC for \$435,300.00 plus a 10% contingency in the amount of \$43,530 for a total authorized amount of \$478,830.00

BACKGROUND / PRIOR DISCUSSIONS:

City Staff identifies sewer pipes in need of repair or replacement by evaluating videos of sanitary sewer mains with known problematic materials (Clay, Orangeburg) or located in areas where sewer backups occur. Pipes are selected for repair or replacement based on the presence of structural deficiencies, ranging from levels three to five (on a zero to five scale, with five being the worst). An example of a level three structural deficiency would be the equivalent of a moderate circumferential or longitudinal crack. An example of a level five deficiency is a broken pipe with void visible.

Pipes selected for this year's lining project show clear signs of wear and damage and are considered a priority for maintenance to prevent future failures. Typical issues include cracks in the pipe or root intrusion. Lines included in the project have either significant damage or multiple areas of moderate damage.

Rehabilitating these lines through trenchless lining (Cured-in-Place Pipe, or CIPP) extends the life of the sewer system, reduces the risk of service disruptions, and is more cost-effective and less disruptive to the community than traditional excavation and replacement.

The sections of pipe and their respective scores for this year's project are as follow:

- Pipe ID 25015 (County Rd.) Score – 4
- Pipe ID 25016 (County Rd.) Score – 3
- Pipe ID 25017 (County Rd. to Lock St.) Score – 4
- Pipe ID 25150 (Front St.) Score – 4
- Pipe ID 25145 (Cannon St.) Score – 4
- Pipe ID 25625 (Johnson St.) Score – 4
- Pipe ID 25021 (Johnson St.) Score – 4
- Pipe ID 25067 (Lafarge Alley.) Score – 3
- Pipe ID 25608 (Spruce St.) Score – 2
- Pipe ID 25609 (Spruce St.) Score – 3

- Pipe ID 25610 (Spruce St.) Score – 3

On October 14, 2025 staff received and opened bids from contractors for the 2025 Sanitary Sewer CIPP project. The bids received are listed below:

CONTRACTOR	BASE BID
Inliner Solutions	435,300.00
Insituform DBA C&L Water Solutions	543,690.00

This year's CIPP Sewer Lining Project includes work on various sanitary sewer lines throughout the City identified in the attached project map. Detailed plans are available upon request.

The contract work will begin in December 2025 and finish in April 2026.

ANALYSIS:

Staff is requesting Council's approval of this contract as required by the City's purchasing policy for contracts in excess of \$100,000.

2025 COUNCIL WORK PLAN:

While this project is not specifically listed in the 2025 Council Work Plan, it does align with the Council priority of providing core services. Maintenance of the wastewater distribution system is critical to the goal of providing reliable core services to the residents of Louisville.

FISCAL IMPACT:

The costs of the 2025 Sanitary Sewer CIPP Project are included in the budget. A detailed breakdown of funding and projected expenses is provided below:

Project Funding

Description	Account	Budget Amount
Sanitary Sewer Rehab – Replacement	502498-660313	\$467,000.00
TOTAL:		\$467,000.00

Projected Expenses 502498-660313

Description	Amount
2025 Sanitary Sewer CIPP Project	(\$435,300.00)
2025 Sanitary Sewer CIPP - Contingency	(\$43,530.00)
Sewer Manhole Lining (Completed May 2025)	(\$16,050.00)
Total Expenses:	(\$494,880.00)
Remaining Funds:	(\$27,880.00)

BUDGET AMENDMENT:

This project will require additional funds that are not currently within the approved budget. This will require a future budget amendment of \$27,880.00 to establish the project budget, which has been discussed and coordinated with Finance and will be included with the next overall budget amendment. The wastewater fund has sufficient reserves for this adjustment and a rate increase will not be necessary.

ALTERNATIVE(S):

The alternative is to not perform the 2025 Sanitary Sewer CIPP. If maintenance is not performed, it is possible that the City will experience breaks in these lines causing sanitary sewer backups in these areas, leading to more costly emergency repairs. Maintenance of the system is recommended to eliminate more costly repairs in the future.

RECOMMENDATION:

Staff recommends approval and award of the 2025 Sanitary Sewer CIPP Project contract with Inliner Solutions, LLC for \$435,300.00 plus a 10% contingency in the amount of \$43,530 for a total authorized amount of \$478,830.00 and to authorize the Mayor, City Manager, Public Works Director, City Clerk, and Project Managers to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. Resolution No. 95, Series 2025
2. Map of Project Area
3. 2025 Sanitary Sewer CIPP Agreement

**RESOLUTION NO. 95
SERIES 2025**

A RESOLUTION APPROVING AN AGREEMENT WITH INLINER SOLUTIONS, LLC

WHEREAS, an Agreement has been proposed between the City and Inliner Solutions, LLC for the 2025 CIPP Sewer Lining Project (the "Project"); and

WHEREAS, by this resolution the City Council desires to approve the Agreement and to authorize additional contingency for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Agreement between the City and Inliner Solutions, LLC for the Project (the "Agreement") in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

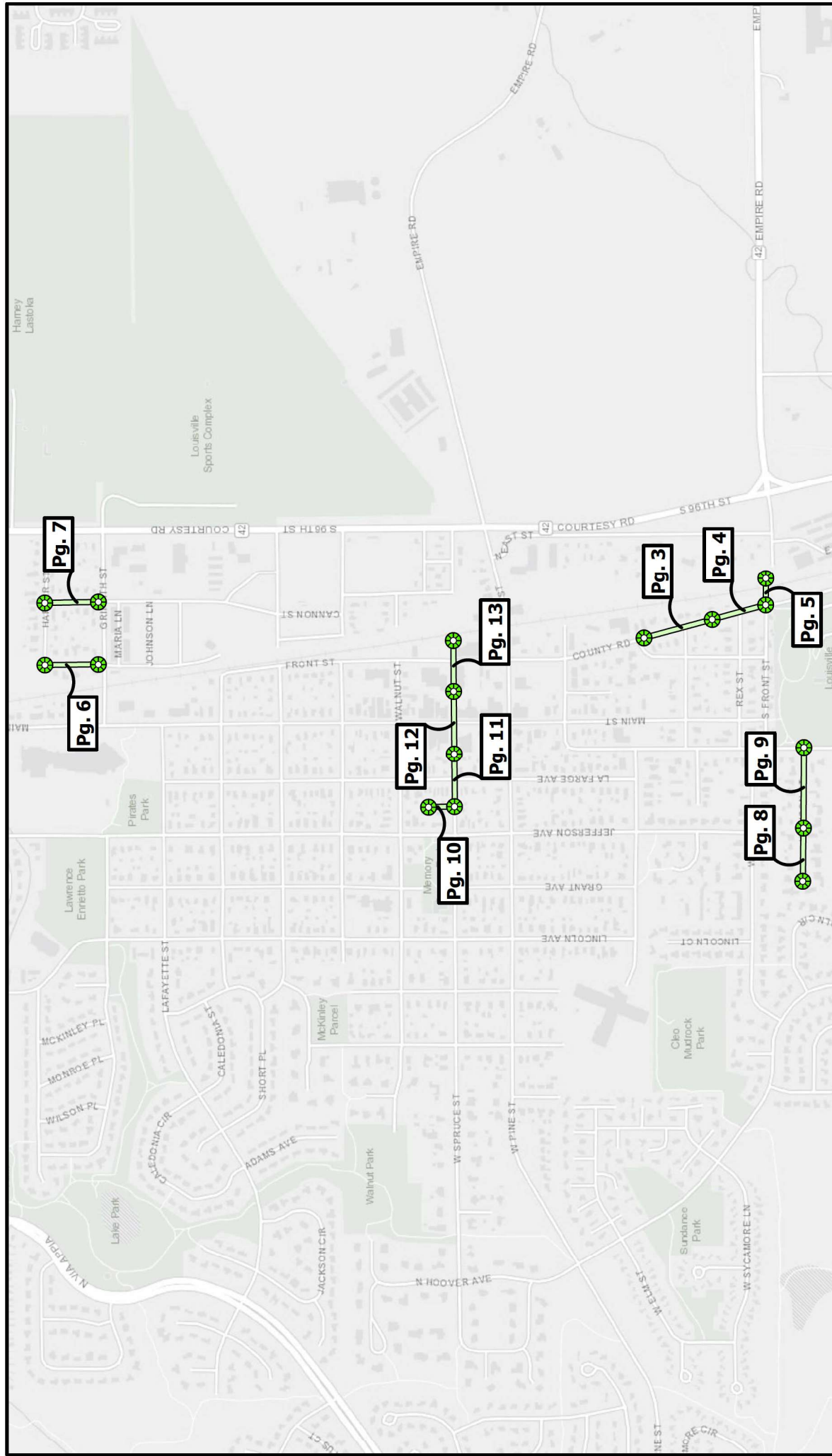
Section 3. The City Council hereby approves an additional 10% contingency for the Project in the amount of \$43,530, for a total authorized amount of \$478,830.00 for the Project. The City's Project Manager for the Agreement may approve change orders deemed necessary for the Project, subject to the cost limit set forth in this Resolution.

PASSED AND ADOPTED this 18th day of November 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk



AGREEMENT

THIS AGREEMENT is made and entered into this 18 day of November in the year 2025 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

INLINER SOLUTIONS, LLC
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: 2025 CIPP SEWER LINING PROJECT
PROJECT NUMBER: 502498-660313

ARTICLE 2. CONTRACT TIMES

- 2.1 The CONTRACTOR shall substantially complete all work by March 27, 2026 and within **116 Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **136 Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.
- 2.2 **LIQUIDATED DAMAGES.** The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

- 3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of Four Hundred Thirty Five Thousand and Three Hundred Dollars (\$435,300.00) as set forth in the Bid Form of the CONTRACTOR dated 10/14/2025.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

- 5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1 Invitation to Bid.
- 6.2 Instruction to Bidders.
- 6.3 Bid Form.
- 6.4 This Agreement.
- 6.5 General Conditions.
- 6.6 Supplementary Conditions.
- 6.7 General Requirements.
- 6.8 Technical Specifications.
- 6.9 Drawings with each sheet bearing the title: **2025 CIPP SEWER LINING PROJECT**
- 6.10 Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1 Addenda No. 1 to 2 exclusive
 - 6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 6.10.3 Schedule of Subcontractors
 - 6.10.4 Anti-Collusion Affidavit
 - 6.10.5 Certification of EEO Compliance
 - 6.10.6 Notice of Award
 - 6.10.7 Performance Bond
 - 6.10.8 Labor and Material Payment Bond
 - 6.10.9 Certificates of Insurance
 - 6.10.10 Notice to Proceed
 - 6.10.11 Contractor's Proposal Request
 - 6.10.12 Contractor's Overtime Request
 - 6.10.13 Field Order
 - 6.10.14 Work Change Directive
 - 6.10.15 Change Order
 - 6.10.16 Application for Payment
 - 6.10.17 Certificate of Substantial Completion
 - 6.10.18 Claim Release
 - 6.10.19 Final Inspection Report

- 6.10.20 Certificate of Final Completion
- 6.10.21 Guarantee Period Inspection Report

- 6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:
 - 1. Permits from other agencies as may be required.
 - 2. Special Provisions and Detail Drawings.
 - 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
 - 4. Supplementary Conditions.
 - 5. General Conditions.
 - 6. City of Louisville Design and Construction Standards.
 - 7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2025.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

By: _____
Chris Leh, Mayor

(CORPORATE SEAL)

Attest: _____
Genny Kline, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

**CONTRACTOR:
INLINER SOLUTIONS, LLC**

By: _____
Thomas Gottsegen, CLO/Asst. Secretary

(CORPORATE SEAL)

Attest: _____
Robbie Hille, II, CFO/Secretary

Address for giving notices:

7915 Cherrywood Loop
Kiowa, CO 80117

