

ORIGINAL

RESOLUTION NO.: R-2025-028

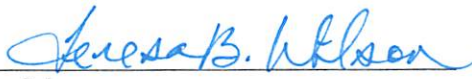
Authorizing the City Manager to execute an Agreement Regarding Stormwater Drainage Pipes between Unity Land Trust, LLC, BullStreet Development, LLC, and the City of Columbia

BE IT RESOLVED by the Mayor and City Council this 20th day of May, 2025 that the City Manager is hereby authorized to execute the attached Agreement Regarding Stormwater Drainage Pipes between Unity Land Trust, LLC, BullStreet Development, LLC, and the City of Columbia, or on a form approved by the City Attorney, for Richland County Tax Map Number R09113-16-01.

Requested by:

City Manager _____

Approved by:



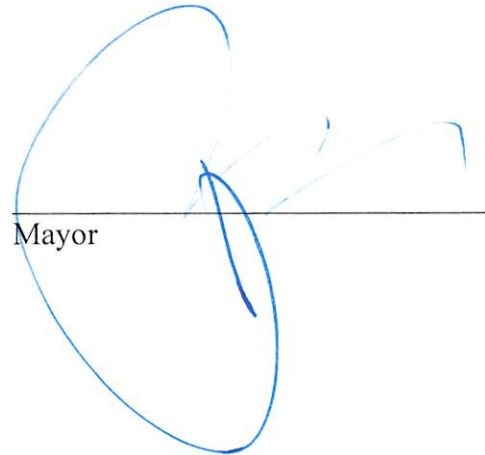
City Manager

Approved as to form:



City Attorney

Introduced: 05/20/2025
Final Reading: 05/20/2025



Mayor

ATTEST:



City Clerk

Book 3039-205		
2025033354	7/17/2025 14:39:22:263 Agreement - Deed	
Fee: \$25.00	County Tax: \$0.00	State Tax: \$0.00
2025033354 John T. Hopkins II Richland County R.O.D.		

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

AGREEMENT REGARDING STORMWATER DRAINAGE PIPES

This **AGREEMENT REGARDING STORMWATER DRAINAGE PIPES** (this “Agreement”) is made and entered into effective as of the **30th** day of May, 2025, by and among Unity Land Trust, LLC, a Tennessee limited liability company (“Owner”), BullStreet Development, LLC, a South Carolina limited liability company, or its affiliate (“Developer”), and the City of Columbia, South Carolina (the “City”, and together with Owner and Developer, collectively the “Parties”).

WITNESSETH:

WHEREAS, Owner is the fee simple owner of that certain real property located in the City of Columbia, South Carolina, containing approximately 9.61 acres, more or less, bearing Richland County Tax Map Number R09113-16-01, as further described on Exhibit A attached hereto (the “Property”);

WHEREAS, to facilitate the transmission of stormwater from the Property and surrounding neighborhoods, twin 84-inch underground stormwater drainage pipes run across and underneath the Property, as shown on Exhibit B attached hereto (the “Pipes”);

WHEREAS, in connection with Developer’s proposed development of the Property, Developer intends to engage Inliner Solutions, LLC (“Inliner”) and C.R. Jackson (“CRJ”); Inliner and CRJ collectively referred to herein as the “Contractor”) to provide geopolymer rehabilitation services to the Pipes and install related access points pursuant to that certain engagement agreement dated May 14, 2025 with Inliner attached hereto as Exhibit D (the “Engagement Agreement”), such services being more fully described in the scope of work set forth therein (the “Services”);

WHEREAS, the Services will benefit the City by improving and strengthening the City’s stormwater infrastructure and will benefit Developer by enabling the development of the Property; and

WHEREAS, in connection with engaging the Contractor to perform the Services, the Parties wish to establish certain rights and obligations associated with the Services, the Pipes, and other related matters, all as more particularly described herein.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The recitals set forth above are incorporated herein by reference.
2. **Services**. The Parties hereby authorize Developer to enter into the Engagement Agreement and hereby consent to the Contractor to perform the Services. The Parties shall reasonably cooperate with one another in good faith to allow Contractor to complete the Services in a timely manner, including without limitation granting Contractor reasonable access to the Pipes from appropriate points of entry.

3. Cost Allocation. With respect to the cost of the Services, (i) the City agrees to pay all of the costs of the Services attributable to the segment of the Pipes depicted as “Segment A” on Exhibit C attached hereto, and (ii) Developer agrees to pay all of the costs of the Services attributable to the segment of the Pipes depicted as “Segment B” on Exhibit C attached hereto. The remainder of costs attributable to the Services shall be split between Developer and the City based on each party’s proportionate share in accordance with the respective lengths of the Pipes in Segment A and Segment B. The City’s share of the costs of the Services is estimated to be \$900,000.00, but in any event shall not exceed \$990,000.00 without the prior written approval by the City. Upon request by Developer, the City shall promptly pay and/or reimburse Developer for the City’s respective portion of the cost of the Services (or any installment thereof), such payment or reimbursement to be made no later than thirty (30) days after any such request.

4. Maintenance. Upon completion of the Services and construction of the Future Improvements (as defined herein), the City shall be solely responsible, at the City’s sole cost and expense, for maintaining and repairing the Pipes in good condition in accordance with applicable laws, ordinances codes and other regulations and consistent with commercially reasonable best practices for the use and maintenance of stormwater pipes. In addition, the City shall be responsible, at the City’s sole cost and expense, for complying with any ongoing or periodic maintenance recommendations or specifications provided by Inliner or as may be contemplated by the Engagement Agreement. Other than as expressly set forth in Section 3 with respect to the Services, neither Owner nor Developer (nor any of their affiliates) shall have any payment obligations, maintenance obligations, or other obligations with respect to the Pipes. Once the Services have been completed, the Pipes shall not be removed, relocated, or adversely modified without the prior written consent of the Parties. Upon completion of the Services and the City’s payment of its share of the Services pursuant to Section 3 herein, Developer shall assign to the City the warranties from the Contractor in or under the Engagement Agreement and such assignment shall be allowed by the Contractor without cost to City.

5. Development of Property. The Parties acknowledge and agree that, following completion of the Services, Owner and/or Developer shall have the right (but not the obligation) to construct permanent vertical improvements on areas of the Property located above the Pipes (“Future Improvements”), including without limitation a grocery store or other big-box building, in accordance with the load-bearing calculations set forth in that certain engineer report entitled “Geotechnical and Structural Assessment” prepared by Nova Engineering and Environmental, LLC and dated May 5, 2025, a copy of which is attached hereto as Exhibit E (the “Final Report”). Without limiting the generality of the foregoing, the City agrees that it will not deny, delay, withhold, or condition any construction permit or other permit with respect to the development of the Property on account of the existence of the Pipes unless the proposed construction violates any federal, state, or local law, or otherwise fails to comply with the Final Report. The Parties acknowledge that the Owner and Developer would not have agreed to engage Contractor to perform the Services without the resulting right and ability to construct and operate Developer’s proposed project on the Property, including that portion of the Property situated above the Pipes and Parties acknowledge that the City would not have agreed to assume future maintenance obligations with regard to these Pipes without adequate assurances that the Services set forth in the Engagement Agreement, along with the Engineer’s Final Report, would be sufficient to allow such development over the Pipes. Provided the City complies with its obligations set forth in this Agreement, Owner and Developer release the City from and against all claims, demands, liabilities, costs, expenses, rights of action and/or causes of action arising with respect to the use and enjoyment of the Future Improvements on account of the existence of the Pipes.

6. Access Rights. Following completion of the Services and construction of the Future Improvements, in connection with the City’s maintenance of the Pipes from time to time, it is not expected that the City will need to enter onto the surface of the Property, except for those certain manhole access point(s) located or to be installed on the Property in the approximate locations shown on Exhibit B attached

hereto (the “Access Points”). Owner agrees to grant, and does hereby grant effective as of such prospective date, without any further action or approvals required, a permanent easement and license to the City to enter the Property to access the Pipes via the Access Points for the purpose of maintaining and repairing the Pipes as described in this Agreement. Except in the event of an emergency, the City shall provide Owner reasonable prior notification of such access onto the Property for purposes of maintaining and repairing the Pipes as reasonably practicable under the circumstances. The City shall make reasonable efforts to perform any routine maintenance and repairs at such times and using such methods as to minimize any material disruption to the use and enjoyment of the Property by Owner and any tenants, licensees, or occupants thereon.

7. Deed to Pipes. If requested by any Party, Owner and/or Developer shall provide a quitclaim deed to the Pipes to the City, conveying any and all right, title, or interest in the Pipes to the City, subject to the terms of this Agreement.

8. Notice. Any notice, demand, request, consent, approval or communication which a Party is required to or may give to the other Party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or if by mail on the fifth (5th) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. Until different addresses are provided, all notices, demands, requests, consents, approvals or communications to shall be addressed to the Parties at the following addresses:

If to the City:

City Manager
P.O. Box 147
Columbia, SC 29217
(Hand Delivery to 1737 Main Street)

With a copy to:
City Attorney
P.O. Box 667
Columbia, SC 29202
(Hand Delivery to 1401 Main St., Suite 1000)

If to Owner:

Unity Land Trust, LLC
P.O. Box 2567
Greenville, SC 29602
Attn: Robert E. Hughes III
(Courier/hand delivery to 1 N. Main, Suite 902, Greenville, SC 29601)

If to Developer:

BullStreet Development, LLC
P.O. Box 2567
Greenville, SC 29602
Attn: Robert E. Hughes III
(Courier/hand delivery to 1 N. Main, Suite 902, Greenville, SC 29601)

9. Miscellaneous.

(a) Further Assurances. The Parties agree that they will at any time and from time to time do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all such further acts, assignments, certificates, transfers, conveyances, and assurances as may be reasonably required by any other Party in order to carry out fully and to effectuate the transactions herein contemplated in accordance with the provisions of this Agreement, and as may be reasonably requested in order to evidence the accuracy of the Parties' respective representations and warranties, the performance of their respective covenants and agreements to be performed prior to, at, or after the date hereof.

(b) Recordation. Upon full execution of this Agreement, each of Owner and Developer shall be authorized, at its sole cost and expense, to record this Agreement in the Office of the Register of Deeds for Richland County, South Carolina, and upon such recordation shall provide a recorded copy to the City.

(c) Running with the Land. This Agreement and the easement granted herein shall run with the land and the provisions of this Agreement shall be binding upon and enforceable against and shall inure to the benefit of both the owner of the Property and the City, and their respective successors, successors-in-title and assigns. The easement and rights created by this Agreement are intended to be appurtenant and may not be transferred, assigned, or encumbered except as appurtenant easements running with the land. However, if the easements and rights are determined to not be appurtenant, the Parties hereby affirm their intent that they are commercial in nature, alienable, and will inure to the benefit of any successors, successors-in-title and assigns of the owner of the Property, the Developer, and the City.

(d) No Partnership. The provisions of this Agreement are not intended to create, and shall not be interpreted to create, a joint venture, a partnership or any similar relationship between the Parties.

(e) Authority. Each Party represents and warrants that (i) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement, and the delivery of this Agreement by such Party, have been duly authorized by all necessary action on the part of such Party.

(f) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(g) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Developer shall have the right to assign its interest hereunder to an affiliate of Developer with a subsequent leasehold interest in the Property by providing notice to the City.

(h) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(i) Amendment and Modification; Waiver. This Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party hereto. No waiver

by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(j) Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Schedules and Exhibits mean the Articles and Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction) with any disputes being brought in the Circuit Court of Richland County.

(l) Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which may be electronically transmitted and each of which shall be considered an original instrument, but all of which together shall be considered one and the same letter. The signature of any person may be written, printed, scanned, stamped, or otherwise mechanically reproduced or may be an electronic signature or a digital signature created via a medium or a technology that ensures the authenticity and integrity of such signature including, without limitation, DocuSign.

[Signature Page and Exhibit(s) Follow]

IN WITNESS WHEREOF, the undersigned Party has executed and delivered this Agreement Regarding Storm Pipes as of the date first set forth above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OWNER:

Unity Land Trust, LLC

[Signature]
Witness Number 1

By: [Signature] (SEAL)

Name: BRAD SEMONES

Title: CFO

[Signature]
Witness Number 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

UNIFORM ACKNOWLEDGMENT
S. C. CODE ANN. § 30-5-30 (SUPP. 2011)

I, Michael Brearley, a notary public for the State of South Carolina, do hereby certify that Unity Land Trust, LLC, a Tennessee limited liability company, by Brad Semones, its CFO, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal official seal, this 19th day of June, 2025.

[Signature] (SEAL)
Signature of Notary Public

My Commission Expires: 10-12-26

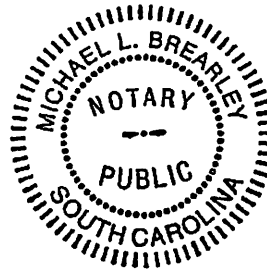


EXHIBIT A

The Property

Legal Description: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, consisting of 11.82 acres, and being shown and described as Parcel A-4, 11.82 Acres, on that certain survey plat entitled Parcel A-4 prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd, dated September 14, 2017, and recorded on September 29, 2017 in the Office of the Register of Deeds for Richland County, South Carolina in Plat Book 2247, at page 3350; said plat is specifically incorporated herein by reference and reference to the plat is craved for the particulars as to, without limitation, metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

LESS AND EXCEPT from said Parcel A-4:

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown as the Freed Deck Parcel on that certain Freed Deck Parcel Subdivision Plat prepared for BullStreet Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated February 16, 2022 (and signed August 8, 2022) and recorded August 12, 2022 in the Office of the Register of Deeds for Richland County in Book 2770, at page 1884. Said property containing 0.99 Acres, and being described as follows: Commencing at a #5 rebar found in the northwest quadrant of the Boyce Street and Freed Street intersection thence running in a southwesterly direction $S70^{\circ}56'45''W$ with the tie line along the Freed Street northerly right-of-way for a distance of 98.45 feet to a #5 rebar set; said #5 rebar is the Point of Beginning for the Freed Deck Parcel; thence continuing in a southwesterly direction $S70^{\circ}56'45''W$ along the Freed Street northerly right-of-way for a distance of 126.35 feet to a #5 rebar set; thence turning and running in a northwesterly direction $N19^{\circ}03'15''W$ along Parcel A-4 now or formerly belonging to Unity Land, LLC for a distance of 360.92 feet to a #5 rebar set; thence turning and running in a northeasterly direction $N53^{\circ}34'51''E$ along Parcel A-4 now or formerly belonging to Unity Land, LLC for a distance of 52.67 feet to a #5 rebar set; thence turning and running in a southeasterly direction $S19^{\circ}03'15''E$ along Parcel A-4 now or formerly belonging to Unity Land, LLC for a distance of 55.28 feet to a #5 rebar set; thence turning and running in a northeasterly direction $N70^{\circ}56'45''E$ along Parcel A-4 now or formerly belonging to Unity Land, LLC for a distance of 76.07 feet to a #5 rebar set; thence turning and running in a southeasterly direction $S19^{\circ}03'15''E$ along Parcel A-4 now or formerly belonging to Unity Land, LLC for a distance of 321.36 feet to a #5 rebar set on the Freed Street northerly right-of-way; said point being the Point of Beginning. Said property now bearing Tax Map Number R09113-16-11.

AND ALSO LESS AND EXCEPT from said Parcel A-4:

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown as Parcel A-4.1 on that certain Parcel A-4.1 Subdivision Plat prepared for BullStreet Retail, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated April 8, 2020 (and signed May 26, 2020)

and recorded August 2, 2020 in the Office of the Register of Deeds for Richland County, SC in Book 2514, at page 1096. Said property containing 1.17 acres and now bearing Tax Map Number R09113-16-09.

AND ALSO LESS AND EXCEPT from said Parcel A-4:

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown as 0.05 acres of Parcel A-6.1 on that certain Parcel A-6.1 Subdivision Plat prepared by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated April 8, 2020 (and signed July 16, 2020) and recorded August 4, 2020 in the Office of the Register of Deeds for Richland County, SC in Book 2514, at page 2580. Said property being 0.05 acres of the parcel containing 0.46 acres and now bearing Tax Map Number R09113-16-08.

Derivation: This being a portion of the same property from deed of BullStreet Retail, LLC to Unity Land, LLC dated May 29, 2020 and recorded on June 15, 2020 in the Office of the Register of Deeds of Richland County, SC in Deed Book 2498, at Page 2960. Unity Land, LLC, a Tennessee limited liability company, subsequently changed its name to Unity Land Trust, LLC, a Tennessee limited liability company, as evidenced by that certain Affidavit of Change of Entity Name recorded on September 30, 2020 in the Office of the Register of Deeds for Richland County, SC in Book 2534 at Page 3022.

Tax Map Number: R09113-16-01

EXHIBIT B

The Pipes

[See attached]

EXHIBIT C

Segment of Pipes

[See attached]

EXHIBIT D

Engagement Letter

[See attached]



Inliner Solutions, LLC

May 14, 2025

BullStreet Development, LLC
Attn: Chandler Cox
1 North Main Street
Suite 902
Greenville, SC 29601

Bid Proposal: Bull Street Storm Sewer Rehabilitation
Columbia, South Carolina
Geopolymer Pipe Rehabilitation

Dear Chandler,

Inliner Solutions, LLC is pleased to offer the following updated proposal pricing to provide geopolymer rehabilitation services of the 84-Inch storm sewer lines for the above referenced project. This updated proposal is based on the scope provided by your office via phone & email conversations the week of May 12, 2025 and a building pad elevation of 650.50. That updated scope now consists of spraying both 84" diameter culverts (north & south) beginning at station 0+00 (Bull Street) working east towards the proposed Publix, terminating approximately 50' outside of the building pad at approximately station 6+12.

Please note additional proposal language as follows:

- This proposal carries a two (2) year workmanship and material warranty from the date of the geopolymer scope completion. During the warranty period, Inliner, within a reasonable time after receipt of written notice thereof, will repair defects in materials and workmanship, as applicable, which may develop during said two (2) year period without cost to the Owner.
- Inliner agrees with NOVA Engineering's recommendation for routine pipeline inspection. The 84" sewer represents a tremendous asset for its owner; one that serves a critical purpose and one that would be very costly to replace. A routine pipeline inspection program is a responsible step for any asset of this caliber. We recommend a walk-through or CCTV inspection, minimally every five years (by Others).
- With regards to flow capacity, after considering the existing pipe's material and understood service life to date, we would anticipate this pipe to handle its original flow capacity, plus or minus 1% (based on 2.10" thick, full circumference application). This evaluation considers a post geo application Manning coefficient of 0.015.

- Proposal pricing is based on Inliner crew's ability to work no less than 10 hours per day, Monday through Friday. Any limitations to these work schedule requirements will result in pricing adjustments.
- BullStreet Development, LLC is responsible for installing necessary access structure(s) at the westernmost end of Section B. Structures will extend from ground level to the culverts below.

This pricing includes providing all labor, material, supervision, and equipment necessary to complete the scope of work as listed below.

Scope of work performed by Inliner Solutions, LLC:

1. Provide pre-work submittals.
2. Inliner Solutions, LLC will perform pre-rehab CCTV & cleaning (normal only). CCTV footage will be completed via handheld camera and walking through the existing culvert. Two-wheel drive vehicle access to manholes is required for this work.
3. The existing pipe is assumed to be in good condition with no major joint, infiltration, or inflow issues. Minor leaks and joint preparation will be addressed during our geopolymer process; these are limited to 'runners' or less as defined by NAASCO PACP standards.
4. Invert repairs are limited to the application of Geopolymer material at the proposed thickness.
5. Geopolymer rehabilitation to be completed per manufacturer's standards to the application thickness reflected in this proposal. Material application will follow the existing contours of the pipe interior.
6. Inliner Solutions, LLC will perform post lining CCTV inspection upon completion of our scope to confirm rehab work. CCTV footage will be completed via handheld camera and walking through the existing culvert.
7. Pipe rehabilitation pricing is based on completing diameters & associated quantities as listed in this proposal's schedule of values.
8. Demobilize all construction equipment and clean-up of all identifiable debris generated by Inliner Solutions, LLC crew(s).
9. Proposal includes costs for one mobilization. Additional mobilizations could result in additional charges.

Pipe station number(s), pipe lengths, & application thicknesses are detailed below.

Scope Option	STA#	STA#	Overall Pipe Length (2 Pipes) - LF	Application Thickness*
A	3+10	6+12	604	2.00"
B	0+00	3+10	620	1.85"

STA values approximated from pipe profile pages; lengths will be field verified.

*** Calculated from cover depth shown on pipe profile pages; field or updated designs could alter thicknesses & pricing.**

Inliner Solutions, LLC proposes to complete the above scope of services for the prices listed below:

Bull Street Storm Rehab, Bull Street -> Building Pad + 50'					
Item No.	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS	\$30,000.00	\$30,000.00
2	Clean & Prep, 84" Dia Storm RCP	1,224	LF	\$221.00	\$270,504.00
					\$300,504.00

Bull Street Storm Rehab, Bull Street -> Building Pad + 50', Section B					
Item No.	Description	Qty	Unit	Unit Price	Total
3	Section B - Geopolymer Rehab, 84" Dia, Fully Structural Repair, Up to 1.85", 0+00 - 3+10	620	LF	\$778.00	\$482,360.00
					\$482,360.00

Bull Street Storm Rehab, Bull Street -> Building Pad + 50', Section A					
Item No.	Description	Qty	Unit	Unit Price	Total
4	Section A - Geopolymer Rehab, 84" Dia, Fully Structural Repair, 2.00", 3+10 - 6+12	604	LF	\$833.50	\$503,434.00
					\$503,434.00

Proposal Total					\$1,286,298.00
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Additional Scope Items (As Required)					
5	Heavy Cleaning Adder, 84" Dia.	TBD	LF	\$45.00	
6	Engineer Stamped Calculation (If Required)	1	EA	\$1,500.00	
7	3-Man Inspection Crew** (Qty includes Baseline Inspection)	13	EA	\$8,850.00	


****Inspection crew item provided at the request of BullStreet Development LLC. After completion of geopolymer scope, an Inliner inspection crew will record vertical & horizontal measurements every 200' of culvert rehab. These measurements and visual inspection will serve as the culvert 'baseline' condition. These measurements & inspections will continue during construction (once per month), repeating vertical and horizontal measurements for every 200' of culvert rehab, comparing to baseline measurements. Inspection(s) will also document any damage to culvert geopolymer from surrounding construction activities. Damage by Others will be repaired at additional cost to BullStreet Development Development LLC.**

This pricing does **not** include the cost for the following:

1. Furnishing Bid, Performance, or Payment Bonds. If required, please add 2% to our proposal total.
2. Prevailing wages (none provided).
3. Heavy pipe cleaning (unless adder is selected). Heavy pipe cleaning does not include grease, roots, tuberculation removal, mechanical cleaning, debris disposal, dump site, etc.
4. Any voids around the pipe, including but not limited to invert damage, to be investigated & priced separately as needed.
5. BullStreet Development LLC is responsible for providing adequate upstream & downstream access to proposed lines. As discussed, safe, man-entry access will be required upstream & downstream of the segment(s) proposed for rehabilitation (approximate location(s) shown on attached drawing with notes. Inliner Solutions, LLC and/or its subcontractors must be able to access each end of the pipe segment.
6. Proposal pricing is based on the BullStreet Development LLC providing adequate and secure laydown/ storage areas for all materials & equipment required for this scope. Laydown and storage areas should be adjacent to proposed work zone(s).
7. Erosion or site control including plans, permits, implementation, inspection, etc.
8. Inliner Solutions, LLC anticipates completing this storm work in dry weather conditions only. Bypass pumping is limited to sandbag diversion, 3" trash pump, & lay flat discharge hose. Additional equipment to be provided by Others or priced as additional if required.
9. Traffic control of any kind. Any required traffic control is to be provided by Others.
10. Testing outside of physical property testing. Samples will be provided from the first & last day of installation and every 42,000 lbs. during application.
11. Site restoration of any kind including but not limited to grading, grassing, concrete, or asphalt work.
12. Potable water supply (e.g. hydrant) to be provided within 1,000' of spray activities. Any costs for provided water supply, associated meter/usage fees to be provided by Owner.
13. Any project, site, or municipal permits or fees.
14. Changes in pipe diameter, quantities, liner thickness, or lengths (overall or segmental) could be subject to pricing adjustments. Pricing is based on completing all listed quantities in one mobilization per phase. Inliner reserves the right to adjust any pricing should scope change.
15. Costs for site specific training/badging (safety, security, or otherwise).
16. Any work not specifically detailed in this proposal.
17. Final payment will be based upon actual installed quantities.
18. Pricing firm for 60 days from the date of this proposal. This proposal shall become an exhibit or attachment to any contractual agreement. After expiration, this proposal is deemed invalid or subject to adjustment and reissued accordingly.
19. Proposal pricing based on net 45-day net payment terms from the date of invoice, no retainage held.

Thank you for the opportunity to offer you this proposal. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
Inliner Solutions, LLC

A handwritten signature in black ink, appearing to read "Eric Simpson". The signature is stylized and cursive.

Eric Simpson
Director of Estimating

Cc: Jake Jenkins

EXHIBIT E

Final Report

[See attached]



May 5, 2025

BULLSTREET DEVELOPMENT LLC
1 North Main Street, Suite 902
Greenville, South Carolina 29602

Subject: Geotechnical and Structural Assessment
84-INCH DIAMETER PIPELINES BENEATH PROPOSED PUBLIX STORE
Columbia, SC
NOVA Project Number 101035-2023038

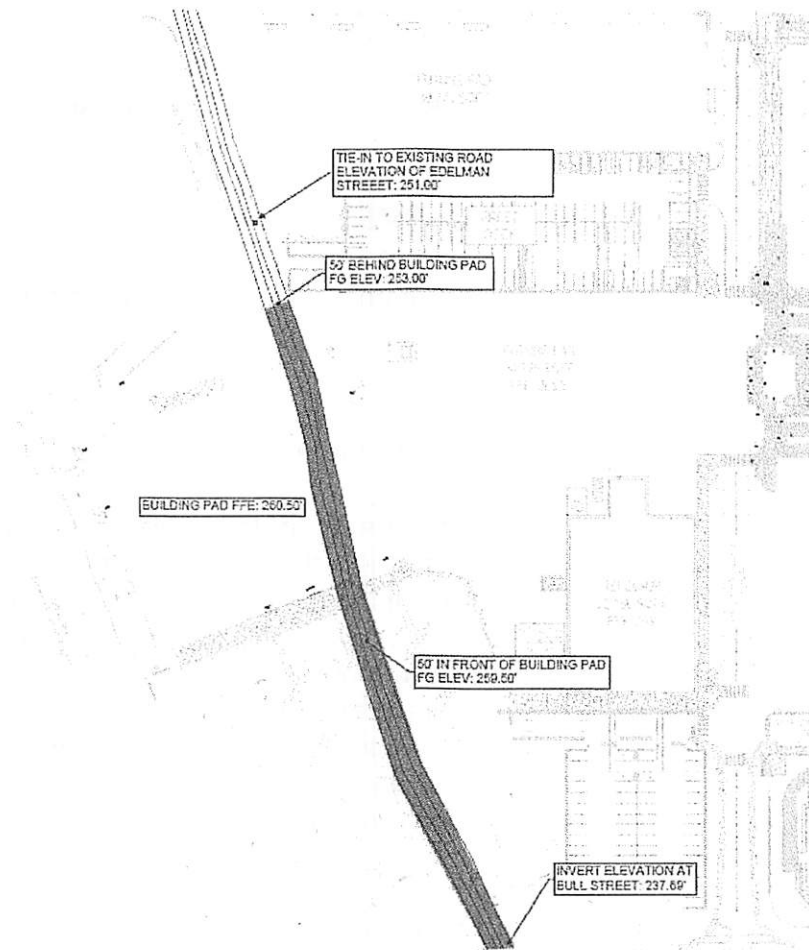
Dear Mr. Hughes:

At your request, **NOVA Engineering and Environmental, LLC. (NOVA)** has conducted an evaluation of the capacity of two existing 84-inch diameter storm sewer pipes to support the construction of a proposed Publix store on Colonial Drive in Columbia, South Carolina. This summary report presents a brief overview of our understanding of the project, our assessment of the capacity of the pipes in their current condition to support the proposed construction and recommendations to upgrade the pipes to safely support proposed earth and building loads.

SITE AND PROJECT INFORMATION

Based upon information forwarded to us, we understand that Hughes Development is considering the construction of a 50,325 square foot Publix store located at the northeastern corner of Colonial Drive and Bull Street in Columbia, South Carolina. In addition to the building, plans call for the construction of extensive paved parking, and access drives.

The site is currently underlain by twin 84-inch diameter RCP storm sewer pipes located about 12 to 17 feet below current grades. The location of the pipes relative to the site is presented on the plan below. The pipeline alignment is highlighted in purple through the proposed parking and building areas.



The building site currently slopes downward from the west to the east from an elevation of about 257 feet to 252 feet over the alignment of the pipelines. The crown of the pipes vary from about elevations 239.5 feet to 241.5 feet over the same distance. The current plans call for the building site to be raised to an elevation of 260.5 feet. Consequently, when graded, the crowns of the pipelines will be about 19 feet to 21 feet below the floor slab elevation of the store.

While we did not have access to the plans for the pipelines or data concerning their construction, we were furnished with a geotechnical report that addressed a sinkhole, which apparently formed over the pipelines in an existing parking lot about 100 feet east of Bull Street in early 2023. In the study, conducted by F&ME, four soil test borings were drilled in close proximity to the pipes. In that location, the pipelines are about 15 feet below current grades. In the borings, the soils within the backfill zone of the pipes was found to be composed of sandy clay, sandy silt and clean to silty sand. The standard penetration test values (N-values) in the fill zone ranged from less than 1 to 58. The low blow counts may have been due to piping erosion of the fill following placement. However, it appears that the typical N-values were in the range of 8 to 14 which suggest a moderate level of compaction. Only one

of the 4 test borings extended to the base of the pipelines. In that location, the material below the pipeline was found to be loose to very loose. Without further information, we assume that the pipelines were bedded in loose materials and that the backfill was loose to moderately dense.

ASSESSMENT

The degree to which a pipeline can support overlying loads is related to the following:

- The size and strength of the pipe;
- The bedding of the pipe; and
- The compaction level of the backfill around the pipe.

To assess the strength of the pipe, representatives of BullStreet Development, LLC observed a section of one of the pipes where it daylighted near the boundary of the site. The 84-inch diameter pipe was found to be 8-1/2 inches in thickness with two layers of reinforcing. The outer reinforcement consisted of #4 bars spaced about 3 inches on center. The inner reinforcement consisted of #3 rebar 2 inches on center. This configuration is consistent with a Class IV RCP. Considering the moderately compacted backfill and the weak foundation soils, the existing pipes are judged to have a Type 3 Bedding. According to the American Concrete Pipe Association Fill Height Tables, this type of pipe can safely support a fill height of only 19 feet. Consequently, the pipes will not incorporate sufficient strength to support up to 20.5 feet of fill plus the building load.

REMEDICATION

Several options have been considered to allow construction above the existing pipelines including modification of grading plans, and deep foundation support of the structure, among others. However, the most practical solution that has been considered involves the structural reinforcement of the existing pipes through the installation of a continuous liner.

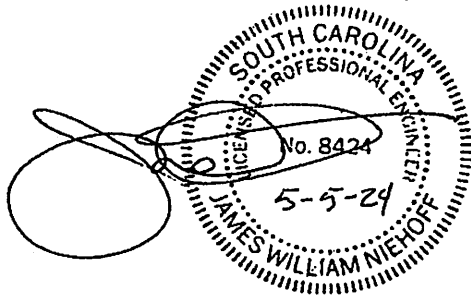
The Puris Corporation has developed a design that considers a pipe buried between 14 and 21.5 feet below grade as well as building dead and live loads. Pressures of 12.79 psi and 3.00 psi were used to represent these pressures at the shallowest portion of the pipe, respectively, for a total pressure of 15.79 psi on the crown of the pipe. Pressures of 19.11 psi and 3.00 psi, respectively, were used for design at the deepest portion of the pipeline for a total pressure of 22.11 psi. Copies of these calculations are attached to this letter. For the sake of conservatism, the calculations assumed that the existing pipelines were in a fully deteriorated condition and that the soil overburden will not arch. With these assumptions, they have calculated that a 2.0-inch thick liner will allow the pipelines to support pressures from the existing and new fill, as well as the building loads with a factor of safety of 2.

NOVA has reviewed the calculations and input parameters and is in agreement with this approach for modifying the pipelines. However, given the consequences of potential future pipeline failure, and the difficulty in remediating pipelines below habitable structures, we strongly recommend a program of monitoring of the pipes during construction of the shopping center and at routine intervals thereafter. The inspections should include an assessment of the condition of the liner, the roundness of the pipes, and any differential movements at pipe joints. Should any deterioration or excessive deformation be detected, plans should be developed to effect repairs immediately. Additionally, the store operator should be made aware of the presence of the pipelines and should be directed to conduct routine inspections of the building to detect any unusual settlements in the floor slabs or columns along the alignment of the pipes.

We thank you for the opportunity to serve as your geotechnical consultant on this project. Please contact us if you have any questions or if we may be of further service.

Sincerely,

NOVA ENGINEERING & ENVIRONMENTAL, LLC.



James W. Niehoff, PE
Senior Geotechnical Consultant

A handwritten signature in black ink, appearing to read "Stephen Bryant".

Stephen Bryant, PE
Regional Manager

Project Information

Asset Owner: City of Columbia, SC
 Project Name: Bull Street Geo - April 2024 EX-2 Loading Dock Area
 Location: Bull Street, Columbia, South Carolina

Date: 5/14/2025
 Project Number:

Updated building pad elevation to 260.50



Cells in Light Green in This Document are Adjustable Entry Variables

Project Conditions/Design Assumptions

	Values	Units
Condition of Pipe	FD	
Inside Diameter of Host Pipe	D= 84.0	Inches
Ovality of Host Pipe (for structures that have deflected)	Δ= 0.0	%
Factor of Safety	N= 2.0	
Depth of Pipe	D _f = 14.17	ft
Water Table Depth Below Surface	D _w = 14.17	ft
Soil Density	W _s = 130	lb/ft ³
Soil Modulus	E _{soil} = 1500	psi
Flexural Strength	σ _f = 1,500	psi
Assume Soil Arching		
Soil Type	LRFD any other soil	
Direction of Pipe with Respect to Traffic	Perpendicular	
Live Load Calculation Method	Other	
Total Soil & Hydraulic Load	P _w or q _t = 12.79	psi
Total Live Load	W _L = 3.00	psi
Total Load	W _T = 15.79	psi

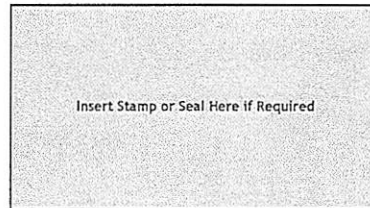
Notes

PD = Partially Deteriorated; FD = Fully Deteriorated; ASTM F 1216-09 As Defined in X1.1 Terminology
 As Measured - This should be reflective of the curvature of the crown of the structure for non-circular systems.
 $\Delta = 100 \cdot (\text{Mean Inside Diameter} - \text{Minimum Inside Diameter}) / \text{Mean Inside Diameter}$; As defined in ASTM F1216-09 X.1.2.1 for calculation of ovality reduction factor - C
 Default Value is 2.0
 As Measured from Top of Pipe (Crown)
 As Measured from Surface
 Consult Charts on Soil Tab if not specified by assest owner (Higher Value is more conservative)
 Consult Charts on Soil Tab if not specified by assest owner (Lower Value is more conservative)
 From Geopolymer physical properties - USE ONLY ASTM C78 28 Day Values - Please refer to Current GeoSpray technical data sheet
 If "Yes" Height of Soil used to calculate soil load on pipe will be capped at 3X the pipe diameter
 Choose LRFD any other soil unless specified Granular as this is the more conservative condition (see Concrete Pipe Design Manual)
 If Pipe is under Traffic Load, Please Select Orientation of Pipe with Respect to Traffic Flow
 Choose Between AASHTO H520; AASHTO H525; Railroad E80, Airport, Other or None Sustained Live Load 3.00 psi
 Calculated from Soil Load & Water Height Inputs
 Calculated from Type of Load and Bury Depth & Soil Conditions.

Distributed Beam Model Results

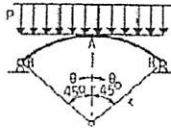
Calculated t_{min} = 1.662 inches

Global Recommended t_{min} = 2.000 inches

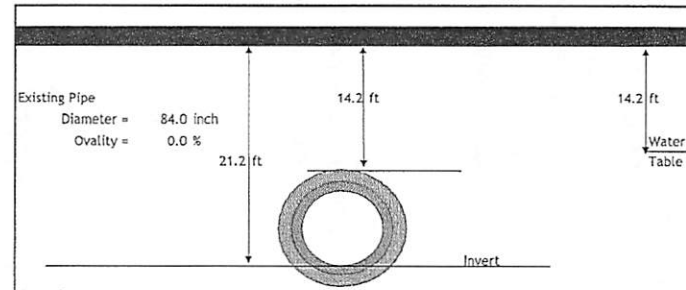


Calculated using Distributed Beam Model Shown Below:

Designed By: Insert Designer Name Here



$$t_{min} = \sqrt{\left(\frac{0.0744 \cdot W_T \cdot r^2 \cdot N}{\sigma_F \cdot C} \right)}$$



GeoTree Solutions - Minimum Design Thickness Recommendations
 Diameter < 54 Inches (Thickness Minimum = 1.0 Inches)
 Diameter ≥ 54 Inches (Thickness Minimum = 1.5 Inches)
 Calculator Version: May 5, 2023
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Project Information

Asset Owner: City of Columbia, SC
 Project Name: Bull Street Geo - April 2024 EX-2
 Location: Bull Street, Columbia, South Carolina

Date: 5/14/2025
 Project Number:

Updated building pad elevation to 260.50



Cells in Light Green In This Document are Adjustable Entry Variables

Project Conditions/Design Assumptions

	Values	Units
Condition of Pipe		FD
Inside Diameter of Host Pipe	D=	84.0 Inches
Ovality of Host Pipe (for structures that have deflected)	Δ=	0.0 %
Factor of Safety	N=	2.0
Depth of Pipe	D _i =	21.17 ft
Water Table Depth Below Surface	D _w =	21.17 ft
Soil Density	W _s =	130 lb/ft ³
Soil Modulus	E _{soil} =	1500 psi
Flexural Strength	σ _F =	1,500 psi
Assume Soil Arching		No
Soil Type		LRFD any other soil
Direction of Pipe with Respect to Traffic		Perpendicular
Live Load Calculation Method		Other
Total Soil & Hydraulic Load	P _w or q _t =	19.11 psi
Total Live Load	W _L =	3.00 psi
Total Load	W _T =	22.11 psi

Notes

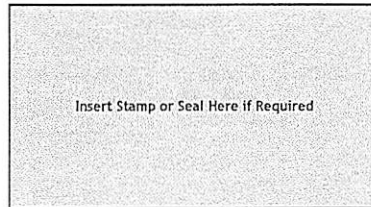
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 As Measured - This should be reflective of the curvature of the crown of the structure for non-circular systems.
 Δ= 100*(Mean Inside Diameter - Minimum Inside Diameter)/Mean Inside Diameter; As defined in ASTM F1216-09 X.1.2.1
 for calculation of ovality reduction factor - C
 Default Value is 2.0
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 As Measured from Surface
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Calculated from Soil Load & Water Height Inputs
 Calculated from Type of Load and Bury Depth & Soil Conditions.

Distributed Beam Model Results

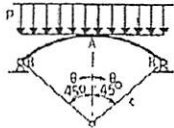
Calculated t_{min}= 1.967 inches

Global Recommended t_{min}= 2.000 inches

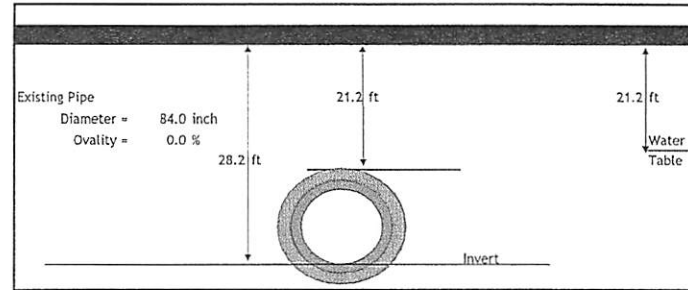


Calculated using Distributed Beam Model Shown Below:

Designed By: Insert Designer Name Here



$$t_{min} = \sqrt{\left(\frac{0.0744 \cdot W_T \cdot r^2 \cdot N}{\sigma_F} \right) \cdot C}$$



GeoTree Solutions - Minimum Design Thickness Recommendations
 Diameter < 54 Inches (Thickness Minimum = 1.0 Inches)
 Diameter ≥ 54 Inches (Thickness Minimum = 1.5 Inches)
 Calculator Version: May 5, 2023
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