

W-1297, Sub 14 (HISCO status update attachments) 001

Cost Opinion for HISCO WWTP
60,000 gpd Mack Industries WWTP Package Plant & Incidental Construction

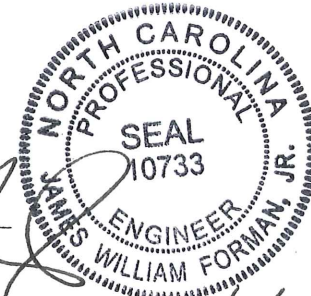
ARENDELL ENGINEERS
CIVIL - COASTAL - ENVIRONMENTAL
1004 Arendell Street
Morehead City, NC 28557
Phone: (252) 622-4338
N.C. Certification No. C-1509

Client: HISCO, Mike Laws
Project # 21067
By: JWF
Date: 11/2/2022

60,000 GPD WWTP CONCEPTUAL DESIGN COST OPINION

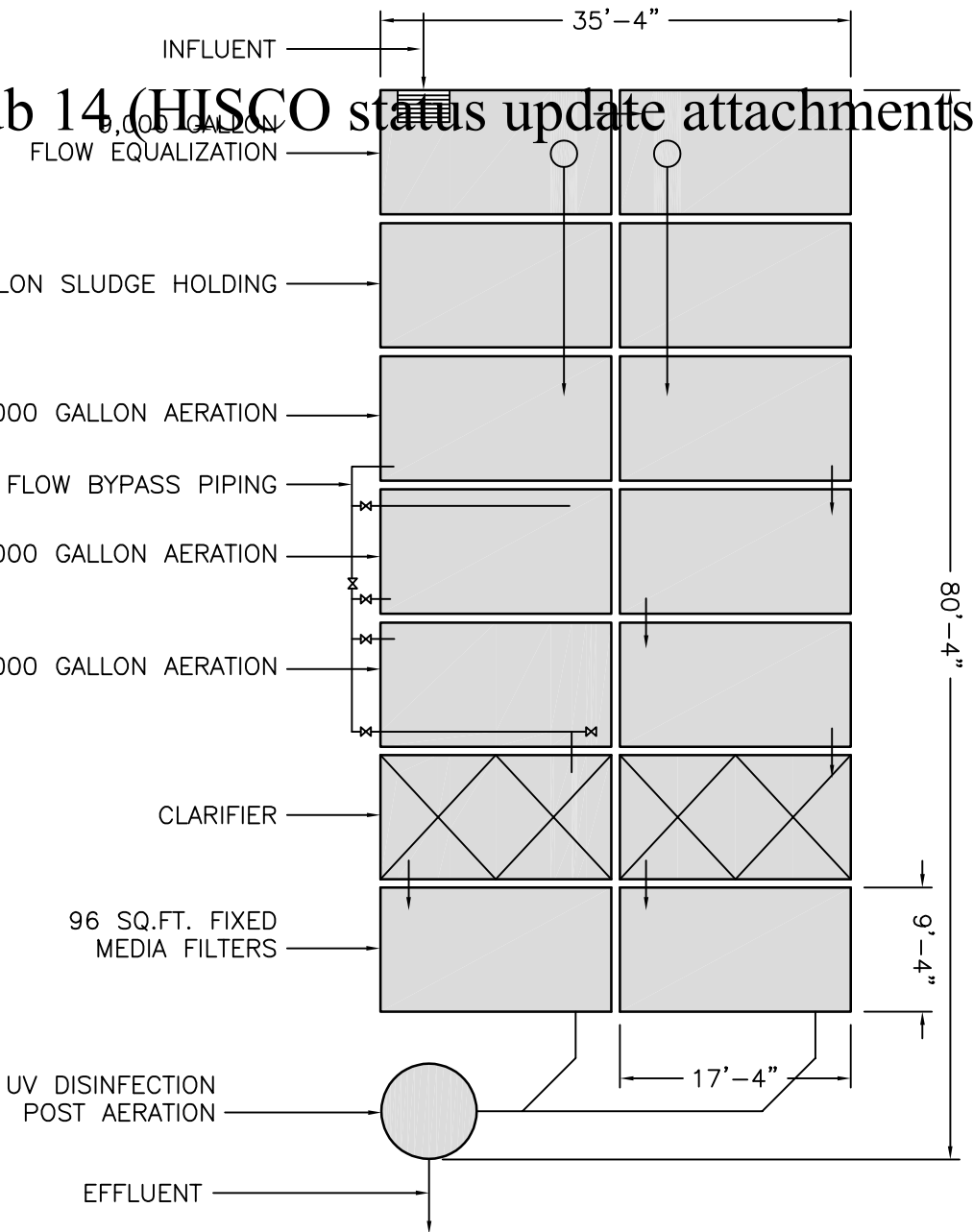
Item #	Description	Unit	Quantity	Unit Costs	Total Costs
1.0	Administration				
1.1	Surveying	LS	1	\$2,000.00	\$2,000.00
1.2	Mobilization	LS	1	\$8,000.00	\$8,000.00
2.0	Mack Industries WWTP Package				
2.1	As per Mack proposal of 2/25/2022	LS	1	\$1,250,000.00	\$1,250,000.00
3.0	Grading and site preparaton				
3.1	Rough grading	S.Y.	1,400	\$4.00	\$5,600.00
3.2	Excavation for tanks	C.Y.	663	\$8.00	\$5,304.00
3.3	6" compacted gravel setting bed	TON	98	\$170.00	\$16,660.00
3.4	Backfilling & Compaction	C.Y.	400	\$8.00	\$3,198.22
3.5	8' Fencing & Gates	LF	500	\$50.00	\$25,000.00
3.6	Final Seeding & Mulching	AC	0.40	\$5,000.00	\$2,000.00
4.0	Ancillary WWTP Facilities				
4.1	Blower Building	S.F.	480	\$50.00	\$24,000.00
4.2	Generator, Recondition existing	LS	1	\$10,000.00	\$10,000.00
4.3	Recondition 45,000 GPD drain field	LS	1	\$8,000.00	\$8,000.00
4.4	New 15,000 gpd drain field	GPD	15,000	\$5.00	\$75,000.00
Construction Subtotal					\$1,434,762
Contingency 10%					\$143,476
Engineering, certification and permitting					\$45,000
Soil scientist					\$35,000
Project Total					\$1,658,238

This Opinion of construction costs is prepared by the Engineer and represents his judgement as a design professional and is supplied for the general guidance of the Client. Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of this estimate as compared to Contractors bids or actual cost to the CLIENT.


James W. Forman, Jr.
 11/2/2022

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- NOTES:
1. PRECAST CONCRETE TANKS DESIGNED FOR UP TO 3/4 ABOVE GRADE.
 2. STAINLESS STEEL AIRLINE PIPING.
 3. PVC WETWELL PIPING
 4. ALUMINUM GRATING COVERING OPENINGS.
 5. IF OVER 30" ABOVE GRADE, HANDRAILING AND STAIRWAYS WILL BE PROVIDED.

ASSUMING MEDIUM STRENGTH INFLUENT LOADINGS, THE WASTEWATER TREATMENT PLANT AS SHOWN WILL TREAT THE EFFLUENT TO:

- 10 mg/l BOD
- 10 mg/l TSS
- 3 mg/l NH3
- 6 mg/l MIN. DISSOLVED OXYGEN

PROCESS DESIGN CAN BE MODIFIED TO ACCOMMODATE VARIOUS EFFLUENT LIMITS AND LOADINGS.

SITE LAYOUT- 60,000 G.P.D. WWTP		DRAWING NO.:
HARKERS ISLAND, NORTH CAROLINA		
DRAWN BY: ADM	SCALE: NTS	DATE: 10/20/22
DATE: 10/20/22	REV.:	
MACK INDUSTRIES, INC.		

MACK INDUSTRIES INC.

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CORPORATE: BRUNSWICK, OHIO 44212
Southeast Regional Office: P O Box 143 Fair Play, SC 29643

CELL 770-235-7713

Engineers Estimate

SALESMAN:	Bradley Coman	QUOTE # :	QE
PROJECT NAME:	Harkers Island WWTP	LOCATION:	Harkers Island NC
PURCHASERS NAME:	HISCO- Att: Mike Laws	JOB COUNTY:	Carteret
ADDRESS:	328 Island Road	TELEPHONE:	
CITY/STATE/ZIP:	Harkers Island NC 28531	FAX:	
Engineer	Arendell Engineering	DATE:	2/25/2022
	Bill Forman PE		

Who shall hereafter be called the Purchaser agrees to purchase from Mack Industries, Inc., subject to the contractual provisions contained herein and on the reverse. Purchaser also requests Mack Concrete Industries to install the following parts, material and equipment in an excavation to be prepared by the purchaser or its agents, subcontractors or employees, unless otherwise specified.

MACK INDUSTRIES PROPOSES TO FURNISH AND INSTALL THE FOLLOWING PRECAST CONCRETE Water Water Treatment Plant:

60,000 Gallon Per Day Treatment Plant:

9000 Gallon Flow Equalization
30,000 Gallon Open Air Aeration
Clarifier
UV Post Aeration
Using 9x17 Concrete Tanks

Notes:

Precast Tanks Designed for up to ¾ Above Grade
Stainless Steel Airline Piping
PVC Wet well Piping
Aluminum Grating Covering Openings
If over 30" Above Grade, Handrailing and Stairways will be Provided

Plant is Assuming Medium Strength Influent Loadings and will Treat the Effluent to the Following
10 mg/l BOD
10 mg/l TSS
3 mg/l NH3
6 mg/l Min. Dissolved Oxygen

Budget Price: 1,200,000 to \$1,300,000

NOT INCLUDED OR FURNISHED BY OTHERS IF REQUIRED: Taxes, Site Work, Stone Base for Tankage, Back Up Generator, Electrical Hook Up, Water for Water Testing, Buildings, Perimeter Fencing, And Landscaping

Estimate Delivery Install Schedule: With Approval we would be looking at End Summer Early Fall Install of 2023

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(1) ACCEPTANCE

This contract is our only method of acceptance of an order. Our acceptance is limited to the terms of this contract, and, even if you do not sign and return this document, your acceptance of delivery of materials we ship hereunder shall serve as your agreement that this document constitutes the exclusive, complete and final agreement between us. If you issue a document of your own, this contract shall supersede the terms of your document.

(2) GOVERNANCE

The contract formed pursuant to the terms, conditions and specifications of this Agreement and the obligations thereby imposed on Mack and Purchaser shall be governed by and construed according to the laws of the State of Ohio. The Purchaser expressly and irrevocably agrees that Mack may bring any action or claim to enforce the contract for or pursuant to the terms and conditions of this contract in the State of Ohio and Purchaser hereby irrevocably consents to jurisdiction in the appropriate State of Ohio or Federal Court therein. Purchaser hereby further irrevocably consents to service of process in accordance with the provisions of the laws of the State of Ohio. Nothing herein shall be deemed to preclude or prevent Mack from bringing any action or claim to enforce the terms and conditions herein any other appropriate place or forum.

(3) CREDIT RESPONSIBILITY

Purchaser and Mack warrant that they have a sound credit standing, and further, purchaser agrees that in the event the credit department of Mack shall have any doubt as to purchaser's financial responsibility, Mack may, at its option, undertake no further performance of the contract except upon receipt of satisfactory security or cash before shipment. In the event that the purchaser shall become insolvent or shall be adjudged a bankrupt or file a voluntary petition in bankruptcy or make an assignment for the benefit of creditors, or in the event of the appointment of a receiver for all or for a substantial portion of the property and assets of the purchaser, Mack may, at its election, terminate this contract upon written notice and shall be relieved of all obligations hereunder.

(4) INSTALLATION

Purchaser agrees that this contract is for the purchase and installation of the terms set forth in the pages of this contract. Purchaser understands that Mack does not agree to place any equipment, material, or supplies in use or operation unless it is expressly set forth in this contract.

Purchaser agrees that all shipments shall be F.O.B. the site of installation and that purchaser is responsible for securing or having secured the necessary fire, tornado and other insurance necessary to protect all parties.

(5) NON-INSTALLATION LABOR AND SERVICE

Purchaser understands that Mack does not agree to perform any excavation, water removal, backfilling, fence repair or building, other building, or filling of the sewage treatment plant with water, unless expressly set forth on the first page of this contract.

Purchaser agrees that Mack will perform all work necessary under this agreement and where this work is performed by other contractors, subcontractors, materialmen or laborers with the permission of Mack the installation price may be revised.

Purchaser understand that in the event Mack is required to pay additional compensation in order to comply with State Federal, regional or other scales of compensation in addition to those which are part of the price quoted in this contract, such additional compensation shall be the responsibility of the purchaser.

(9) TAXES

Purchaser further understands agrees any tax or other governmental levy or charge or increase in same hereafter becoming effective which increases Mack's cost of production, sale or transportation of the products sold hereunder will, at the option of Mack, be added to the price of the contract specified in this contract.

(10) CONTRACT NONTRANSFERABLE

Purchaser agrees that this contract shall bind and enure to the benefits of the executors, administrators, successors and assigns of the parties hereto. If any merger, consolidation, sale, lease, or other transaction shall cause the requirements for which this contract is made to pass under the control of any other party or parties, purchaser shall cause such other party or parties to assume purchaser's obligations under this contract. Such transfer will protect all interests of Mack and all parties to any such transaction will guarantee the purchase price of this contract.

(11) FAILURE OF INSTALLATION

Purchaser agrees that failure of Mack to make any installation when due hereunder, if caused by act of God or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war, federal, state, or municipal law, ordinance, rule, regulation, order, license, priority, seizure, requisition, allocation or any other governmental restriction or limitation, or by failure or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel, or labor, or by compliance with any order or request of the United States or any department, board, commission, agency, officer or committee thereof, or any other circumstances of a similar or different nature beyond the reasonable control of Mack, so failing, shall not subject Mack to any liability to the purchaser.

(12) LICENSE AND PERMITS

Purchaser agrees that all permits, licenses, or other governmental regulations required before an installation can be started by Mack pursuant to this contract, shall be secured and paid for by the purchaser, and any and all responsibility therefore rests with the purchaser.

Purchaser further agrees that Mack shall be required to obtain governmental approval only required by this contract. All other governmental requirements not covered by this contract are the responsibility of the purchaser.

(13) WARRANTIES AND LIMITATIONS

Mack's products are warranted to be manufactured in accordance with specifications identified, modified where necessary to meet a reasonable interpretation, and to be free of defects in workmanship or materials for a period of one year after the date of delivery. Our responsibility under this Warranty is limited as follows:

(a) To the repair or furnishing by us above ground to the job site, of a replacement for defective or non-conforming products, or to the allowance of credit for such products all at our option, strictly in accord with the procedure stated in Paragraph 16 - Claims.

(b) SELLER ACCEPTS NO RESPONSIBILITY FOR DESIGN OF THE PROJECT OR INSTALLATION OF THE MATERIALS DELIVERED. ANY DEFECTS IN PROJECTS DESIGN OR INSTALLATION OF MATERIALS VOIDS ANY AND ALL WARRANTIES, EXPRESSED IMPLIED, EXCEPT WARRANTY OF TITLE.

(c) Special items manufactured for a particular projects are not subject to return for credit.

(d) WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION: ANY LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND, WHICH YOU MAY INCUR. WE ASSUME NO OBLIGATION FOR EXPENSES OF ANY KIND, WHETHER ARISING FROM DELAYS DURING REPLACEMENT OF MATERIALS FOR CAUSE OR OTHERWISE.

(e) Any action for breach of contract arising from this agreement must be commenced by you within one year after delivery.

(f) THE WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE ABOVE. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR SOLE RESPONSIBILITY IS AS STATED AND THE PURCHASER ACKNOWLEDGES THAT HE IS PURCHASING THE PRODUCT SOLELY ON THE BASIS OF THE COMMITMENTS OF THE SELLER EXPRESSLY SET FORTH HEREIN.

(14) SUBSTITUTION

Purchaser agrees that nothing contained in this contract shall restrict the right of Mack to discontinue at any time the general distribution of any of the aforesaid items of this contract and /or to substitute therefore a new and equal and /or better product which shall in all respects conform to the specifications set forth in this contract.

(15) PAYMENT

Payment terms are stated on the fact of this contract as well as hereunder.

All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by our delivery tickets, whether signed by you or not, and our other delivery records. We cannot agree to accept payment on the basis of material you install since we have no control over the handling of our materials after delivery.

a. You will receive monthly statements from us showing amounts due. If you do not notify us of any discrepancy regarding the amounts stated thereon by the due date of each statement, your actions shall constitute an irrevocable acceptance of the materials and workmanship and an admission that the amounts stated are due and that the material and workmanship fully comply with all terms and conditions of this agreement.

b. If Purchaser fails to make any payment due under this Agreement or any other agreement with us, or, if at any time we have any doubt about your intention or ability to pay, Mack may, without prejudice to other remedies, defer further shipments, cancel the unfilled portion of any order and apply any payments from you in such proportion we deem proper to your various accounts, all until you cure this default.

c. In the event that after date of contract, any federal, state, or local tax assessment, surcharge, license fee or other governmental charge shall be levied, assessed, or charged on or for the production, shipment or billing of the materials which are the subject of this contract, or on the instruments or documents evidencing same, or proceeds thereof, then in any such event the quoted price shall be increased by an amount sufficient to cover said tax, or other charge. All funds received by you or payable to you for satisfaction of the amounts due us hereunder shall be held as a trust fund for the payment of your obligations to us and shall not be applied to other purposes until your obligation to us is satisfied.

d. Mack affirmatively states that it does not rely on the credit and ability to pay of the owner, and that it relies on the Purchaser for payment for labor and materials supplied hereunder. Mack further states, and the parties agree, that the Purchaser receiving payment for its work is not a condition precedent to Purchaser's obligation to make any payment to Mack. The Purchaser shall be liable to Mack for any sums due hereunder regardless of whether Purchaser receives all, any part or none of the payments due to it whether because of a claimed defect or deficiency in the material or labor supplied by Mack or for any other reason.

(16) CLAIMS

a. Damages in transit - shipments must be inspected by you before unloading to ascertain any damage enroute. Charges for inspections or tests are your expense. Damage claims will not be accepted after goods are unloaded. Claims for shortages or damages must be made by notation on the face of freight bill or on the face of our delivery ticket at the time of unloading. The carrier, when accepting materials at our plant, is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier by you. Our responsibility terminates when the carrier accepts our products for transportation.

b. Claims -

1. Claims for shortages or defective materials or non-conformity to specifications which would be revealed by prompt inspection, must be made in writing to us immediately and in any event, within 5 days after you receive the materials so that any such claims can be investigated promptly.

2. Claims of defective materials or non-conformity to specifications, not discernible by you from prompt inspection, first discoverable by you upon installation of the products into the ground, or first discoverable upon failure of a portion of this material to pass certain specified field tests, will be investigated promptly provided you give us notice in writing within 5 days after completion of the installation if, upon such investigation satisfactory evidence is received establishing the defect or non-conformity and that any failure was the result of the quality of the product as delivered, your claim will be allowed in writing by us, subject to the limitations of this Agreement.

3. No Claim will be allowed except as provided above.

4. Failure to provide us with written notice of defects in accordance with the above constitutes acceptance of the material delivered as fully complying with the terms of this order and you shall be stopped from claiming otherwise.

c. Since you are in exclusive control of the installation means and methods, the materials furnished herein shall be conclusively presumed to have conformed to all applicable specifications in the event they have been inspected by governmental authorities prior to final installation.

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