

## **Minutes**

### **Special City Council Meeting**

**Wednesday, October 16, 2013 – 5:00 p.m.**

The special meeting of the Mullins City Council was held Wednesday, October 16, 2013 at 5:00 P.M. in the Miles Community Center. The following were notified of the time, date, and place of the meeting: Mayor William L. "Bo" McMillan and Members of City Council, the City Staff, and the press. Present at the meeting were the following: Mayor William L. "Bo" McMillan, Mayor Pro-Tem Patricia Phillips, Council Members: George Hardwick Linda Schiavo and Carolyn Wilson, City Attorney Robert Corley, City Administrator David Hudspeth.

**1. Call Meeting to Order & Welcome:** Mayor McMillan called the meeting to order and welcomed all present. Mayor McMillan led everyone in the Pledge of Allegiance.

#### **Invocation:**

Council Member Carolyn Wilson gave the invocation.

**2. Disclosure that local media has been informed of meeting pursuant to South Carolina Freedom of Information Act:** Mayor McMillan stated the local media had been contacted regarding the time, date, and place of the special meeting for October.

**3. Approval of Agenda:** Council Member Sanders made a motion to accept the agenda as presented. Council Member Hardwick seconded the motion.

**4. Award of Asbestos Abatement & Mold Remediation to CMR Restoration, Inc. / \$36,150.00 - re: Old City Hall building located at 151 Front Street:** Mayor McMillan recognized City Administrator David Hudspeth. Hudspeth stated there was asbestos in the City Hall building that needs to be removed before renovations can be made.

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Hudspeth also noted mold had developed since the building had been shut up and it also needs to be removed. Hudspeth stated the project had been bid out and advertised. Hudspeth noted the low bid was to CMR Restoration at \$36,150.00. Council Member Hardwick asked if the project would begin on November 6<sup>th</sup>. Hudspeth stated they would begin around that day and finish within 10 days. Mayor McMillan noted these things would be paid for under the Capital Sales Tax Project. Council Member Sanders made a motion to accept the bid from CMR Restoration, Inc. at \$36,150.00. Council Member Hardwick seconded the motion. The motion was unanimously approved.

Mayor McMillan stated there was some information presented to him from PASA concerning grant money. McMillan noted they would be here at the next Council meeting to ask Council for a letter of support.

Hudspeth stated he had been working with the Judge and the Police Department to come to an agreement with Pizza Shak to pay past due Hospitality Tax and Business License. Hudspeth noted Pizza Shak had been to court this morning and found guilty with a fine of \$470.00. Pizza Shak also had a previous fine from January 2013. Hudspeth stated both fines were paid this morning. The Judge told Mrs. Lee that she could not continue to operate her business until some type of agreement was made to pay these past dues fees. Hudspeth noted he had spoken with Mrs. Lee and come up with a payment plan to pay the past due taxes. Hudspeth noted TV15 has been inquiring about the fees. Council Member Hardwick noted Mrs. Lee would have to pay on time because it's not fair to

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other businesses. Mayor McMillan asked that Council share their feelings towards the situation. Council Member Sanders stated it started with a water bill and it is not fair. Sanders stated times are hard but other businesses manage to pay their taxes. Council Member Schiavo stated she felt the same way. Council Member Wilson agrees with the proposal that City Administrator Hudspeth presented. Wilson also noted she didn't think there was ever a binding contract with Mrs. Lee and this could make a difference. Mayor McMillan stated everyone else has to follow the rules and she should have to do the same. Mayor McMillan stated he is all for allowing the Administrator to work with Mrs. Lee on a contract. McMillan noted the City can only pursue 3 years, that's all the statue of limitations will allow. Mayor McMillan stated every Council Member should see the contract and if at any time the payment is not paid on time, the City should pursue other options. Mayor McMillan also noted if problems should arise in the future someone should go with the officer writing the ticket. Council Member Sanders agreed. Council agreed to let City Administrator Hudspeth handle the contract with Pizza Shak.

**5. Adjournment:** Council Member Wilson made a motion to adjourn. Council Member Hardwick seconded the motion. The meeting adjourned at 5:25 p.m.



William L. "Bo" McMillan  
Mayor

ATTEST:



Felicia S. Turner, Interim City Clerk

**Asbestos and Mold Abatement Procurement**  
**FORMER MULLINS CITY HALL**  
 151 North East Front Street  
 Mullins, South Carolina

<b>CONTRACTOR</b>	<b>Abatement</b>	
	<b>cost</b>	<b>days</b>
Mac Environmental	NA	
Emerald, Inc.	\$119,972.00	16
Eastern Environmental	\$37,800.00	14
D.H. Griffin Wreaking	na	
NEO Corp.	\$90,000.00	20
R&R Assoc.	NA	
CMR Restoration, Inc.	\$36,150.00	10
S&K Contractors	NA	
Abatech Services	\$59,700.00	16
Rhino Demolition	\$55,010.00	20

Approved:  
David Hudspeth - City of Mullins

**BASE BID AGREEMENT:**

The Subcontractor shall execute the asbestos abatement and mold remediation for the first and second floors of the Former Mullins City Hall for the lump sum of: \$36,150.00

Dollars (\$ 36,150.00 ).

Estimated number of working days anticipated for completion of the asbestos abatement:

10 Days (Preference will be given to abatement schedules  $\leq$  20 days)

The standard working hours will be from 7:00 to 5:00 Monday through Friday.

**ATTACHMENTS**

*Limited Asbestos Evaluation Report for Former Mullins City Hall prepared by S&ME dated August 13, 2013*

*Asbestos Abatement Specifications prepared by S&ME dated September 2013*

*Mold Remediation Procedure prepared by S&ME dated September, 2013*

*[The quantities listed in the above mentioned reports are for guideline purposes only – Do not rely on them and be prepared to estimate actual quantities during the pre-bid meeting.*

**DATE FOR COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The contract will be awarded October 16, 2013, and the Date for Abatement Commencement is established as **November 6, 2013 (includes the 10 day wait for SCDHEC permit)**. The Contractor shall not incur any expense until the contract has been awarded. An award requires that either the Contract be signed by both the awarding authority and the Contractor or a Notice to Proceed is executed.

**UNIT PRICES**

The following Unit Prices may be accepted if changes in the scope of work are determined by the Owner. The Unit Prices shall indicate the amount to be added to or deleted from the Contract for each item. Unit Prices shall include all costs including, but not limited to, charges for labor, materials, equipment, fees, disposal fees, permitting, taxes, insurance, bonding, and overhead profit. The Owner reserves the right to include or not to include any of the indicated Unit Prices in the Contract.

Provide unit price for the asbestos-containing items listed

Removal and disposal of floor tile and mastic	\$ <u>1.50</u>	per square foot
Removal and disposal of drywall and joint compound	\$ <u>1.40</u>	per square foot
Removal and disposal of wood paneling attached to drywall system	\$ <u>--</u>	per square foot <b>removed with drywall</b>
Removal and disposal of over-sprayed ceiling texture	\$ <u>.45</u>	per square foot

Removal and disposal of flooring	\$	<u>1.50</u>	per square foot
Removal and disposal of black duct mastic	\$	<u>3.00</u>	per linear foot
Removal and disposal of masonry block coating	\$	<u>----</u>	per square foot
Removal and disposal of TSI on piping	\$	<u>----</u>	per linear foot
Removal and disposal of exterior caulking	\$	<u>----</u>	per square foot
Removal and disposal of roof flashing	\$	<u>----</u>	per square foot
Removal and disposal of window glazing	\$	<u>----</u>	per square foot

Provide unit price for the mold remediation items listed

Removal and disposal of non ACM floor tile	\$	<u>1.00</u>	per square foot
Removal and disposal of wood wall panels	\$	<u>1.40</u>	per square foot
Removal and disposal of bat insulation	\$	<u>.30</u>	per square foot
Removal and disposal of non ACM ceiling tile	\$	<u>1.50</u>	per square foot
Removal and disposal of seats	\$	<u>1,700.00</u>	unit cost
Removal and disposal of doors	\$	<u>1,500.00</u>	unit cost

out with  
drywall

**BID HOLDING TIME AND ACCEPTANCE**

The undersigned agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids, but shall remain open for acceptance for a period of ninety (90) days following the bid date.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

The undersigned certifies that the Contractor listed below will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set forth in Title 44, chapter 107.

**PAYMENTS**

The contract will be between the Owner and the Subcontractor. The payments terms will be less than 30 days from substantial completion of the work.

**PERMITS**

The Subcontractor shall provide all notifications to the South Carolina Department of Health and Environmental Control (SCDHEC) and provide documentation of project events to S&ME (waste manifests, permits, etc.)

**LIQUIDATED DAMAGES**

Time is of the essence for the continued completion of the remodeling of the building. That being said, liquidated damages in the amount of \$250/day may be deducted from the contract amount in the event substantial completion is not achieved within eight (8) days from the contracted estimated days anticipated for completion as indicated in the Base Bid Agreement mentioned above.

The start of abatement is the first day of preparation. Substantial completion is when the asbestos abatement is completed (all asbestos-containing materials have been removed from the building) in accordance with SCDHEC regulations, the final clearance air monitoring has been performed and cleared SCDHEC limits, and the building is ready for demolition.

FEDERAL IDENTIFICATION NUMBER: 46-3106423  
(Type or Print)

**CONTRACTOR'S CLASSIFICATIONS AND SUB-CLASSIFICATIONS WITH LIMITATIONS**

SOUTH CAROLINA CONTRACTOR'S LICENSE NUMBER SC#95255

Limited (CLASSIFICATION)      \_\_\_\_\_ (SUB-CLASSIFICATION)      \_\_\_\_\_ (LIMITATIONS)

**BID AUTHORIZATION**

Contents Mobile Restoration  
(TYPE OR PRINT NAME OF SUBCONTRACTOR)

377 Rubin Center Drive, Suite 209  
(TYPE OR PRINT ADDRESS)

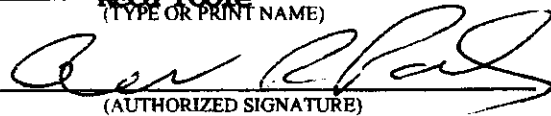
Fort Mill, SC 29708  
(TYPE OR PRINT CITY, STATE, & ZIP CODE)

TELEPHONE: 803-335-1701

FAX: 803-335-1706

Reed Poole  
(TYPE OR PRINT NAME)

owner  
(TITLE)

  
(AUTHORIZED SIGNATURE)

10/14/2013  
(DATE)

reedpoole @ bellsouth.net  
(EMAIL ADDRESS)

**Start Date: Wednesday, November 6, 2013**

**Containment set up complete by November 7, 2013**

**Ductwork, doors and seats removed by November 11, 2013**

**Ceiling tile, grid, drywall, insulation removed by November 19, 2013**

**Projected completion date ready for testing November 20, 2013**

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