

RESOLUTION NO. R-16-67

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A BILL OF SALE FROM FLESHMAN CONSTRUCTION, INCORPORATED, CONVEYING A WATER MAIN TO THE CITY OF GLADSTONE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:


Water Main:

8" AWWA C900 PVC Pipe:.....± 95.40 lineal feet
(and associated fitting)

Fire Hydrants:1 each

THAT, the City Manager of the City of Gladstone, Missouri be and is hereby authorized to accept the Bill of Sale attached hereto from Fleshman Construction, Inc. conveying water main and fire hydrants, said improvements constructed at developer's expense.

INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 24TH DAY OF OCTOBER, 2016.


Jean B. Moore, Mayor

Attest:



Ruth Bocchino, City Clerk



***Department of Community Development
Memorandum***

DATE: September 28, 2016

TO: Scott C. Wingerson, City Manager

FROM: Alan D. Napoli, Interim Community Development Director 

RE: Appectance of Bill of Sale for the Water Main at Northland Innovation Center

With the construction of Northland Innovation Center a new water main needed to be installed to accommodate the facility. The water main has been inspected an approved by staff.

A "Bill of Sale" has been drafted for conveyance of the new water main and the one fire hydrant to the City from the contractor, Fleshman Construction, Inc. The contractor has signed the Bill of Sale and returned for acceptance. Attached is a resolution ratifying the acceptance of the aforementioned water main and fire hydrant. We would like the resolution to be presented to the City Council at the October 24, 2016 meeting for their consideration.

If you have any questions or need additional information please advise.

City of Gladstone Bill of Sale

KNOW ALL BY THESE PRESENTS, that Fleshman Construction, Inc., (contractor) for and in consideration of the sum of One dollar, and other goods and valuable consideration, to them paid by the City of Gladstone, Missouri the receipt of which is hereby acknowledged, by the presents do bargain and sell unto the City of Gladstone, Missouri all of the following described goods and chattels, now remaining and being at 6889 N. Oak Trafficway, Gladstone, Missouri 64118.

to wit:

Water Main:

8" AWWA C900 PVC Pipe:.....± 95.40 lineal feet
(and associated fittings)

Fire Hydrants:1 each

TO HAVE AND TO HOLD THE SAME, unto the said City of Gladstone, Missouri, its successors and assigns forever, and that Fleshman Construction, Inc., (contractor) will warrant and defend the title to the said goods and chattels hereby sold unto the said City of Gladstone, Missouri, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

Attest:

Attest:

Shane Fleshman

Fleshman Construction, Inc., (contractor) Notary Acknowledgement:

STATE OF Missouri }
COUNTY OF Clay } SS.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:

SHIRLEY FLESHMAN
NOTARY SEAL-NOTARY PUBLIC
STATE OF MISSOURI
COUNTY OF CLAY
COMMISSION NUMBER 12489858
MY COMMISSION EXPIRES ON 11/7/2016

Shirley Ledman
Notary Public



**MASTER SUBCONTRACT AGREEMENT
ATTACHMENT 3
SUBCONTRACTOR, SUB-SUBCONTRACTOR OR MATERIALMAN
PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS**

To: McCownGordon Construction LLC, the Owner of the real estate (the "Realty") Identified below, any Lender(s) having any loans secured by the Realty, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Realty" (Owner): Northland Innovative Center

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ 7,993.80 by Fleshman Construction Inc
Subcontractor Name

Date of last work covered by payment request: 6-20-16

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The labor performed and the equipment and material supplied through the date of last work covered by the payment request reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Realty (hereinafter the "Contract").
2. No labor, equipment or materials have been supplied under contracts or agreements with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Contract and duly authorized and executed change orders, except as specifically noted below:
3. Payment in full, less retainage if any, has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's sub-subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any sub-subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as noted below:
4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, Insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.
5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all sub-subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, the undersigned, upon receipt of the sum of \$ 7,993.80 Check# 118827 (Payments to date including current payment) for all work through 6-20-16 irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Realty, except as pertains to unpaid retainage. Additionally, the undersigned waives and releases any other claims against the Owner, the property or McCownGordon Construction LLC, its sureties on any bonds, or any other claims of any kind whatsoever in connection





MASTER SUBCONTRACT AGREEMENT
ATTACHMENT 5
AFFIDAVIT

AFFIDAVIT FORM

STATE OF Missouri

COUNTY OF Clay

Shane Fleshman being duly sworn on his oath deposes and says: that he President
(Owner / Officer) (Title)

of the Fleshman Construction Inc, a subcontractor of Construction Services - NLC
(Company Name) (Type of Work - Scope of Work)

on the Northland Innovative Center located at Gladstone, MO
(Project Title) (Project Address)

That he is familiar with the provisions for penalties for false certification; that he certifies that all bills for labor, material, services or other things of value including, but not limited to, withholding taxes, social security taxes, unemployment taxes and fringe benefits furnished by or through them before the date of 6-20-16 under the Subcontract with McCownGordon Construction, LLC have been fully paid, settled and satisfied; that the companies and parties listed on Standard Attachment D3: Subtier Contractor and Materialmen List are his only material suppliers or Subcontractors for this job for the period ending 6-20-16; that he understands that McCownGordon Construction, LLC, or anyone on their behalf may and will act and rely upon this instrument in releasing any funds due or owing the said Fleshman Construction Inc.

McCownGordon Construction, LLC relies totally on the accuracy of Fleshman Construction Inc with respect to the names of the subcontractors and suppliers and their respective amounts due. If after final payment has been made in good faith to Fleshman Construction Inc and any additional claims, invoices, bills or liens are presented for unpaid materials, equipment or labor, Fleshman Construction Inc agrees to indemnify and release McCownGordon Construction, LLC of from any liability associated with said claims, invoices, bills or liens.

Sales tax has been paid on all materials and any other taxes on labor or other services have been accrued and/or remitted to the proper taxing authorities. I further certify that we are registered to do business within the State of this project.

Subscribed, and sworn before me, Connie McPheeters this 25th day of August / 2016
(Month/Year)

By:

(Subcontractor Representative) Shane Fleshman

Title:

President

Notary:

Connie McPheeters

My Commission Expires: 4-12-17

Connie McPheeters
Notary Public-Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Apr 12, 2017
Commission # 13694905





MASTER SUBCONTRACT AGREEMENT ATTACHMENT 3

SUBCONTRACTOR, SUB-SUBCONTRACTOR OR MATERIALMAN PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

with this Contract and with the Realty. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Subcontractor: Fleshman Construction Inc

By: [Signature] Shane Fleshman

Title: President

Date: 8-25-16

State of MO

County of Clay

On this 25th day of August, 20 , before me, the undersigned, personally appeared Shane Fleshman President of Fleshman Construction, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Connie McPheeters

Notary Public in and for said County and State

4-12-17

Commission Expires

Connie McPheeters
Notary Public-Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Apr. 12, 2017
Commission # 13694905



FLESHMAN CONSTRUCTION, INC.
UNCONDITIONAL FINAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

SUBCONTRACTOR/SUPPLIER/MATERIALMAN: WINWATER

PROJECT: Northland Innovation Center - Water Main

ADDRESS: 7010 N. Holmes, Gladstone, MO. 64118

CONTRACT/AGREEMENT DATE: 5/4/15

**HEREBY WAIVES AND RELEASES ITS LIEN AND BOND RIGHTS FOR WORK,
LABOR, SERVICES, EQUIPMENT AND/OR MATERIAL THROUGH THE PAYMENT**

APPLICATION DATE OF: 5/2/16

PAYMENT AMOUNT: \$30,057.78

The payment sum stated above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the above stated subcontractor/supplier/materialman, for itself and on behalf of its estate, heirs, assigns, personal representatives, executors, attorneys, agents and administrators does hereby forever waive, release, and relinquish any and all right to a lien and bond rights that subcontractor/supplier/materialman may have for retainage held, work, labor, services, equipment and/or materials furnished by said subcontractor/supplier/materialman, agreed to on the above stated contract/agreement date; completed by the date stated as payment application date above and submitted to Fleshman Construction, by subcontractor/supplier/materialman.

This waiver and release covers the final progress payment for retainage, work, labor, services, equipment and/or material furnished to Fleshman Construction, Inc. through the payment date stated. Rights based upon work performed and/or items furnished under a written change order that has been fully executed by the parties prior to the payment date are covered by this waiver and release.

The subcontractor/supplier/materialman agrees that any and all claims and potential claims that subcontractor/supplier/materialman may have against the property through the payment date have been fully satisfied, and subcontractor/supplier/materialman further agrees to hold harmless and indemnify Fleshman Construction, Inc. and the owner of the property from any and all claims and liens, including but not limited to attorneys' fees and costs, arising from subcontractor/suppliers/materialmen that may have provided any work, labor, services, equipment and or material in connection with any work done by subcontractor/subcontractor/materialman through the final payment application date stated above.

Agreed to and signed on this date Sept 13, 2016.

SUBCONTRACTOR/SUPPLIER/MATERIALMAN

Winwater
Company

Scott Wilson President
Signature of Authorized Person and Title

SCOTT Wilson
Printed Name of Authorized Person.

Please return to FLESHMAN CONSTRUCTION, INC., 2604 North East Industrial Drive, Suite 270,
North Kansas City, Missouri 64117; TELEPHONE NUMBER 816 421 0052, FAX NUMBER 816 421 0054,
E-MAIL accounting@fleshmanconstruction.com