

AIA Document G732™ - 2009

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER: CITY OF BAXTER PROJECT: WHISKEY CREEK STORM IMP

APPLICATION NO: 6 AND FINAL

DISTRIBUTION TO:

FROM

CONTRACTOR JR FERCHÉ INC
RICE MN 56367

11/25/2024

OWNER ☐
CONSTRUCTION MANAGER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

AIA Documents G703™, Continuation Sheet, is attached

1. ORIGINAL CONTRACT SUM	\$959,085.95
2. NET CHANGES IN THE WORK	\$392,393.60
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$1,351,479.55
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$1,347,171.32
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$0.00
b. % of Stored Material (Column F on G703)	\$0.00
Total Retainage (lines 5a + 5b, or Total in Column I on G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$1,347,171.32
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$1,275,370.55
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$71,800.77
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 minus Line 6)	\$4,308.23

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in months by Owner	\$	\$
Total changes approved this month, including Construction Change Directives	\$	\$
TOTALS	\$	\$
NET CHANGES IN THE WORK		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: 11/25/2024

State of: Minnesota

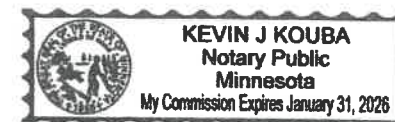
County of: Baxter

Subscribed and sworn to before

me this 25th day of November

Notary Public: Kevin Kouba

My Commission expires: 1/31/2026



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the date comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 71,800.77

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this

CONSTRUCTION MANAGER:

By: Bridget Osborn

Date: 11.25.24

ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

CAUTION: You should sign an original AIR Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G732™ - 2009 (formerly G702™ CMA - 1992). Copyright 1992 and 2009 by The American Institute of Architects. All rights reserved. **WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

**BAXTER- WHISKEY CREEK
STORM WATER IMPROVEMENTS
DETAILED BILLING**

WORK THRU 11/25/24

INCLUDES CHANGE ORDER 1,2,3,4,5

ITEM NO.	ITEM	UNIT OF MEASURE	CONTRACT QUANTITY	COMPLETED QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LUMP SUM	1	1	\$24,725.00	\$24,725.00
2	DEWATERING	LUMP SUM	1	1	\$103,000.00	\$103,000.00
3	TEMPORARY CONVEYANCE	LUMP SUM	1	1	\$20,000.00	\$20,000.00
4	REMOVE FES	EACH	2	1	\$500.00	\$500.00
5	REMOVE RCP	LIN FT	175	175	\$20.00	\$3,500.00
6	REMOVE CONCRETE BRIDGE SEAT	EACH	2	2	\$850.00	\$1,700.00
7	REMOVE PAVED CART PATH	LIN FT	412	412	\$12.00	\$4,944.00
8	REMOVE CURB	LIN FT	18	18	\$6.00	\$108.00
9	TREE REMOVAL	EACH	57	57	\$500.00	\$28,500.00
10	EXCAVATION AND EMBANKMENT (CV)	CU YD	61000	61891	\$2.86	\$177,008.26
11	TOPSOIL BORROW	CU YD	590	393.9	\$40.00	\$15,756.00
12	SAND, ASTM C-33	CU YD	467	510	\$35.00	\$17,850.00
13	1.5" OPEN GRADE ROCK	CY	128	158	\$93.00	\$14,694.00
14	CONCRETE PAVEMENT - 8"	SQ YD	420	420	\$200.00	\$84,000.00
15	CONCRETE REINFORCEMENT	LS	1	1	\$26,353.50	\$26,353.50
16	CONCRETE CURB DESIGN B6	LIN FT	160	160	\$60.00	\$9,600.00
17	AGGREGATE BASE (CV) CLASS 5	CU YD	736.3	736.3	\$50.00	\$36,815.00
18	BITUMINOUS TACK COAT	GAL	190	185	\$3.25	\$601.25
19	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	563.7	481.2	\$105.00	\$50,526.00
20	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	60.8	60.8	\$99.00	\$6,019.20
21	DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	1	1	\$28,000.00	\$28,000.00
22	DRAINAGE STRUCTURE DESIGN H	LIN FT	5	5	\$465.00	\$2,325.00
23	CASTING ASSEMBLY	EACH	1	1	\$1,100.00	\$1,100.00
24	15" RC PIPE FES	EACH	4	4	\$1,300.00	\$5,200.00
25	24" RC PIPE FES	EACH	2	2	\$1,500.00	\$3,000.00
26	60" RC PIPE FES	EACH	2	2	\$4,400.00	\$8,800.00
27	66" RC PIPE FES	EACH	1	1	\$5,200.00	\$5,200.00
28	72" RC PIPE FES	EACH	1	1	\$5,700.00	\$5,700.00
29	15" RC PIPE CULVERT DESIGN 3006 CLASS III	LIN FT	167	167	\$94.00	\$15,698.00
30	24" RC PIPE CULVERT DESIGN 3006 CLASS III	LIN FT	31	31	\$110.00	\$3,410.00
31	60" RC PIPE CULVERT DESIGN 3006 CLASS III	LIN FT	87	87	\$485.00	\$42,195.00
32	66" RC PIPE CULVERT DESIGN 3006 CLASS III	LIN FT	57	57	\$565.00	\$32,205.00
33	RANDOM RIPRAP CLASS IV	CU YD	857	959	\$85.00	\$81,515.00
34	GEOTEXTILE FILTER TYPE 4	SQ YD	370	370	\$3.50	\$1,295.00
35	GEOTEXTILE FILTER TYPE 7	SQ YD	915	915	\$3.56	\$3,257.40
36	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	1	\$2,000.00	\$2,000.00
37	SILT FENCE TYPE HI	LIN FT	6850	6025	\$3.00	\$18,075.00
38	INLET PROTECTION	EACH	6	6	\$200.00	\$1,200.00
39	CULVERT END CONTROL	EACH	4	4	\$250.00	\$1,000.00
40	BIOROLL	LIN FT	100	120	\$7.00	\$840.00
41	WATER TREATMENT SKIMMER STRUCTURE	EACH	1	1	\$15,500.00	\$15,500.00
42	MULCH MATERIAL TYPE 3	TON	10	10	\$500.00	\$5,000.00
43	HYDRAULIC MULCH MATRIX	LB	5268.9	5268.9	\$3.75	\$19,758.38
44	MNDOT SEED MIX 25-131	LB	540.4	540.4	\$7.20	\$3,890.88
45	MNDOT SEED MIX 21-112	LB	500.4	500.4	\$1.20	\$600.48
46	SEEDING	AC	6.4	6.4	\$840.00	\$5,376.00
47	TYPE 3 FERT	LB	270.2	270.2	\$2.00	\$540.40
48	LIME	TON	1.4	0	\$125.00	\$0.00
49	TRAFFIC CONTROL	LUMP SUM	1	1	\$1,500.00	\$1,500.00
50	ROLLED EROSION CAT 25	SY	250	0	\$3.54	\$0.00
51	DISK ANCHORING	AC	5	5	\$420.00	\$2,100.00
52	SILT FENCE	LIN FT	2400	2090	\$3.00	\$6,270.00
53	60" RC PIPE FES	EACH	1	1	\$4,400.00	\$4,400.00
54	60" RC PIPE CULVERT	LIN FT	150	150	\$485.00	\$72,750.00
55	60" PIPE PLUG	EACH	1	1	\$1,650.00	\$1,650.00
56	CREW TIME	HR	29.25	29.25	\$1,000.00	\$29,250.00
57	BOBCAT - ADDITIONAL HOURS	HR	10	10	\$205.00	\$2,050.00
58	LOADER - ADDITIONAL HOURS	HR	5.5	5.5	\$275.00	\$1,512.50
59	MINI EXC. - ADDITIONAL HOURS	HR	3	3	\$225.00	\$675.00
60	PUMPING	DAY	3	3	\$5,000.00	\$15,000.00
61	LABOR FOR SET UP AND TAKE DOWN PUMP	HR	5	5	\$110.00	\$550.00

62	CLASS 4 RIP RAP	CY	546.02	546.02	\$81.48	\$44,489.71
63	TYPE 4 FABRIC	SY	1000	1000	\$2.85	\$2,850.00
64	TYPE 7 FABRIC	SY	500	500	\$2.97	\$1,485.00
65	NON SHRINK GROUT	CY	40	40	\$214.10	\$8,564.00
66	PUMP TRUCK	HR	4	4	\$175.00	\$700.00
CHANGE ORDER	MOBILIZATION	LS	1	1	\$17,000.00	\$17,000.00
	PRE TREATMENT BASIN PUMP DOWN	LS	1	1	\$25,000.00	\$25,000.00
	CREW TIME	HR	50	50	\$1,400.00	\$70,000.00
	GEO FILTER TYPE 4	SY	1655	1655	\$2.85	\$4,716.75
	RANDOM RIP RAP TYPE 3	CY	551	551	\$84.25	\$46,421.75
	SITE RESTORATION	LS	1	1	\$7,500.00	\$7,500.00
	MULCH TYPE 3	TON	5.6	5.6	\$500.00	\$2,800.00
	SEED MIX 25-131	LB	1120	1120	\$7.20	\$8,064.00
	TYP3 FERTILIZER	LB	560	560	\$2.00	\$1,120.00
	SEEDING	AC	2.8	2.8	\$840.00	\$2,352.00
	DISK ANCHORING	AC	2.8	2.8	\$420.00	\$1,176.00
	DEWATERING FALL CHANGE ORDER	LS	1	1	\$11,886.40	\$11,886.40
	MULCH TYPE 3	TON	0.7	0.7	\$500.00	\$350.00
	HDYO MULCH MATRIX	LB	2843.1	2843.1	\$3.75	\$10,661.63
	SEED 25-131	LB	291.6	291.6	\$7.20	\$2,099.52
	SEED 21-112	LB	34.6	34.6	\$1.20	\$41.52
	SEEDING	AC	1.03	1.03	\$840.00	\$865.20
	TYPE 3 FERTILIZER	LB	145.8	145.8	\$2.00	\$291.60
	DISK ANCHORING	AC	0.35	0.35	\$420.00	\$147.00

COMPLETED TODATE \$1,347,171.32

APPROVED BY CITY OF BAXTER:

By:

Kelly Steele, Assistant City Administrator/City Clerk

Date:

APPROVED BY CITY OF BAXTER:

By:

Darrel Olson, Mayor

Date:

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER – UTILITIES COMMISSION

By:

Date:

NOTICE OF ACCEPTABILITY OF WORK

Owner:	City of Baxter	Owner's Project No.:	200292
Engineer:	HR Green, Inc.	Engineer's Project No.:	200292.02
Contractor:	J.R. Ferche, Inc.	Contractor's Project No.:	NA
Project:	Whiskey Creek Stormwater Improvements		
Contract Name:	Whiskey Creek Stormwater Improvements		
Notice Date:	11/20/24	Effective Date of the Construction Contract:	9/7/2023

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated February 15th, 2022 ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract including a 1-year warranty from July 30, 2024 and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): Bridget Osborn
Name (printed): Bridget Osborn
Title: Project Manager

City of Baxter, MN
Preliminary Project Punch List
Whiskey Creek Stormwater Facility Project

Project: Whiskey Creek Stormwater Facility Project

Date: 3/21/24

updated 7-26-24

Project Number: 200292.02

General Contractor: J.R. Ferche, Inc.

Updated 11.22.24

Item No.	Area	Description (general description of work to be completed)	Responsible Party	Ref. Spec/ Detail	Completed
1	Entire Site	Pave access road	J.R. Ferche, Inc.	C102, C109-C111	6.11.24
2	Golf Course Drive Entrance	Replace curb and gutter at the access road entrance off Golf Course Drive	J.R. Ferche, Inc.	C102	6.11.24
3	Golf Course Drive Entrance	Repair pavement gouges on Golf Course Drive	J.R. Ferche, Inc.	<i>Scheduled for 7-31-24</i>	Completed
4	Entire Site	Place topsoil after pavement	J.R. Ferche, Inc.	C106, C107	6.11.24
5	Entire Site	Tidy up washouts	J.R. Ferche, Inc.	C200	<i>Done</i>
6	Entire Site	Stabilize placed topsoil and any other areas that need it (washouts, etc.)	J.R. Ferche, Inc.	C200	<i>Done</i>
7	Stockpile Location	Remove sand pile & stabilize and vegetate soils Flatten stockpile and install perimeter control - transfer to Good Sam NPDES	J.R. Ferche, Inc.	<i>TBD</i>	Completed 11.21.24
8	Stockpile Location	Remove logs/downed trees	J.R. Ferche, Inc.	<i>Done</i>	
9	Stockpile Location	Remove stockpiled RC pipes	City of Baxter		Completed
10	Stockpile Location	Remove Topsoil & stabilize and vegetate soils Transferred to Good Sam NPDES	City of Baxter		Completed
11	Golf Course Drive Entrance	Place construction entrance/exit prior to hauling sand	J.R. Ferche, Inc.	C200, C602	6.11.24 Pratt's
12	Entire Site	Maintain temporary BMPs (SWPPP requirements prior to transferring the NPDES permit)	J.R. Ferche, Inc.	C603	<i>Done</i>
13	Entire Site	Remove synthetic BMPs (SWPPP requirements prior to transferring the NPDES permit)	J.R. Ferche, Inc.	C603	Completed 11.21.24 <i>Done</i>
14	Entire Site	Remove sediment from basins (SWPPP requirements prior to transferring the NPDES permit)	J.R. Ferche, Inc.	C603	<i>Done</i>
15	Entire Site	Clean pipes/culverts (SWPPP requirements prior to transferring the NPDES permit)	J.R. Ferche, Inc.	C603	<i>Done</i>
16	East Wetland	Provide 4:1 side slopes for the dredged wetland north of 72" outlet pipe	J.R. Ferche, Inc.		
17	Riprap forebay	Place silt fence at top of riprap	J.R. Ferche, Inc.	<i>Done</i>	
18	Riprap forebay	Place temporary seeding	J.R. Ferche, Inc.	<i>Done</i>	
19		Transfer Construction Stormwater Permit to MNL	J.R. Ferche, Inc.	<i>Done</i>	
20	Ped Bridge	Add 3-6" rock to prevent erosion near the south bridge abutment	J.R. Ferche, Inc.		Completed 11.21.24



▷ 2550 University Avenue West | Suite 400N | St. Paul, MN 55114
Main 651.644.4389 + Fax 651.644.9446

▷ [HRGREEN.COM](https://www.hrgreen.com)

November 22, 2024

Trevor Walter, PE
Public Works Director/City Engineer
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

Re: Whiskey Creek Stormwater Improvements: Final Payment

Dear Mr. Walter,

HR Green is recommending final payment of \$1,810.65 and releasing the 5% retainage of \$67,220.06 to J.R. Ferche, Inc. for the completion of the Whiskey Creek Stormwater Improvements Project. The total paid amount will be \$1,344,401.27. The punch list items have been completed for the project and their portion of the site has reached 70% of the vegetative cover. The Notice of Acceptability of Work is attached along with the completed punch list for your records.

Please let me know if you have any questions.

Sincerely,

HR GREEN, INC

A handwritten signature in black ink that reads 'Bridget Osborn'.

Bridget Osborn, PE, CFM – Project Manager