



# AIA® Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Marshall Municipal Building -  
777.01.1  
Marshall, MN

**AGREEMENT INFORMATION:**  
Date: November 18, 2019

**AMENDMENT INFORMATION:**  
Amendment Number: 1  
Date: May 20, 2020

**OWNER:** *(name and address)*  
City of Marshall, MN  
344 West Main Street  
Marshall, MN 56258

**ARCHITECT:** *(name and address)*  
Engan Associates Architects  
311 4th Street SW  
Willmar MN 56201

The Owner and Architect amend the Agreement as follows:  
In regard to the hotel demolition see Proposal for Services dated April 17, 2020

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
\$25,696.00 Twenty five thousand six hundred and six dollars.

Schedule Adjustment:

### SIGNATURES:

Engan Associates Architects  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

City of Marshall, MN  
\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**  
Richard P. Engan, AIA, LEED AP,  
CID, Principal  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**SIGNATURE**  
Mayor Robert J, Byrnes, City of  
Marshall  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



## PROPOSAL FOR SERVICES PREPARED ON APRIL 17, 2020 FOR:

---

City of Marshall  
344 West Main Street  
Marshall, MN 56258

RE: **Marshall Hotel Demolition – Marshall, MN** (777.01.2)

Engan Associates presents the following proposal to provide architectural services to Amend the Standard Form of Agreement Between Owner and Architect (AIA B101) dated November 16, 2017 for the following project.

### PROJECT UNDERSTANDING

The understanding of Engan Associates is that this project will require:

1. The City of Marshall has decided to demolish the neighboring hotel building. This creates the opportunity for the city to modify the city hall building project to take advantage of the open space that results.
2. The change also creates opportunities
  - a. The city would like to bid and contract the demolition directly. To unify the project process Brennan Construction could be engaged as the construction manager for the demolition work.
  - b. The east party wall of the City Hall building will now be an exterior wall and not be a fire wall
  - c. A definite line between the demolition contract and the construction contract with Brennan needs to be defined.
  - d. The construction time schedule for the City Hall project may be delayed because there will not be a weatherproof building until the wall is replaced.
3. A future proposal request will be prepared for the following, this will include work to allow this to be added to the existing construction contract by change order.
  - a. Delineation of the two-hour shaft wall along grid FF.
  - b. Construction of a new exterior wall along grip FF. This will include framing that will tie into the existing City Hall structure and by gravity to a new foundation. This will need to include the structure, weather barrier, thermal barrier and vapor barrier system and design openings in the wall.
  - c. Construct a new concrete foundation with damp proofing and insulation.
  - d. The structure of the City Hall will need to be modified between grids 0 and 1 and maybe between 1 and 2
  - e. The HVAC system will require some modification by creating a new exterior wall and by adding windows.
  - f. There could be minor electrical changes. Example light from building for the walk along the building.
  - g. The part of the existing wall shown as the existing City Hall between grids 0 and 0.2 may need to be removed. The two-story City Hall wall between grids 0 and 0.2 will need to be analyzed. If it is bonded to the

- 1915 wall it may be damaged in the demolition. This may not be known until the demolition is in process.
- h. We will need to have drawings that show the demarcation between the building demolition and the selective demolition.
  - i. It will be impossible to predict in advance some ramifications of the demolition until the demolition is in process.
  - j. The site and grading plan will need to be modified.
  - k. Modify the existing exterior wall of the Main Street Café that is exposed after the hotel is demolished. This may include foundation, insulation, weather barrier, exterior finish and roof flashing.
4. A proposal for predesign development of the plaza between the City Hall and The Main Stay Café. This proposal will be sent separately.

### SCOPE OF SERVICES

The scope of services includes:

- A. Steps to assist the city to obtain a demolition contract for hotel building
  - 1. Onsite review of existing walls on grid FF
  - 2. Onsite review of existing wall of the Main Stay Cafe
  - 3. Comment on city demolition spec
  - 4. Develop building sections and plan to indicate the separation between contracts
  - 5. Review design with onsite contractor before finalizing proposal to incorporate in construction any existing conditions in concrete floor construction
  - 6. Review with the city project team
- B. Process to develop a proposal requested to modify the present City Hall building plans to accommodate the new east wall
  - 1. Sketch an approach or approaches for new City Hall existing wall
  - 2. Develop exterior elevations of the City Hall east wall showing possibilities
  - 3. Review and modify new east City Hall building elevation drawing
  - 4. Modify building construction documents to include modifications to the east wall of the City Hall. This will include architectural, structural, mechanical, electrical and civil documents.
- C. Develop a proposal request for the west wall of the Main Stay Café. This will include architectural and structural engineering.
- D. Not included is the redevelopment of the site of the hotel with the exception of a sidewalk along the east wall of the City Hall building.

### FEES

Develop a proposal to add the work described above into the construction contract with Brennan Construction. This will include the work on the City Hall and on the Main Stay Café.

This work will be invoiced at the normal hourly rates. Up to a maximum of \$25,696.00. This included an estimate of \$12,448 for structural, mechanical, electrical, civil engineers and \$13,248 for architectural.

### IN CLOSING

For any questions regarding this Proposal for Services for City of Marshall, please contact Andy Engan at (320)235.0893 or by email at [andy.engan@engan.com](mailto:andy.engan@engan.com). Thank you for your time and attention to this proposal, we look forward to working with you to achieve a successful outcome for your project.





# AIA® Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Marshall Municipal Building -  
777.01.1  
Marshall, MN

**AGREEMENT INFORMATION:**  
Date: November 18, 2019

**AMENDMENT INFORMATION:**  
Amendment Number: 1  
  
Date: May 20, 2020

**OWNER:** *(name and address)*  
City of Marshall, MN  
344 West Main Street  
Marshall, MN 56258

**ARCHITECT:** *(name and address)*  
Engan Associates Architects  
311 4th Street SW  
Willmar MN 56201

The Owner and Architect amend the Agreement as follows:  
In regard to the hotel demolition see Proposal for Services dated April 17, 2020

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
\$25,696.00 Twenty five thousand six hundred and six dollars.

Schedule Adjustment:

---

### SIGNATURES:

Engan Associates Architects  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

City of Marshall, MN  
\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**  
Richard P. Engan, AIA, LEED AP,  
CID, Principal  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**SIGNATURE**  
Mayor Robert J, Byrnes, City of  
Marshall  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



## PROPOSAL FOR SERVICES PREPARED ON APRIL 17, 2020 FOR:

City of Marshall  
344 West Main Street  
Marshall, MN 56258

RE: **Marshall Hotel Demolition – Marshall, MN (777.01.2)**

Engan Associates presents the following proposal to provide architectural services to Amend the Standard Form of Agreement Between Owner and Architect (AIA B101) dated November 16, 2017 for the following project.

### PROJECT UNDERSTANDING

The understanding of Engan Associates is that this project will require:

1. The City of Marshall has decided to demolish the neighboring hotel building. This creates the opportunity for the city to modify the city hall building project to take advantage of the open space that results.
2. The change also creates opportunities
  - a. The city would like to bid and contract the demolition directly. To unify the project process Brennan Construction could be engaged as the construction manager for the demolition work.
  - b. The east party wall of the City Hall building will now be an exterior wall and not be a fire wall
  - c. A definite line between the demolition contract and the construction contract with Brennan needs to be defined.
  - d. The construction time schedule for the City Hall project may be delayed because there will not be a weatherproof building until the wall is replaced.
3. A future proposal request will be prepared for the following, this will include work to allow this to be added to the existing construction contract by change order.
  - a. Delineation of the two-hour shaft wall along grid FF.
  - b. Construction of a new exterior wall along grid FF. This will include framing that will tie into the existing City Hall structure and by gravity to a new foundation. This will need to include the structure, weather barrier, thermal barrier and vapor barrier system and design openings in the wall.
  - c. Construct a new concrete foundation with damp proofing and insulation.
  - d. The structure of the City Hall will need to be modified between grids 0 and 1 and maybe between 1 and 2
  - e. The HVAC system will require some modification by creating a new exterior wall and by adding windows.
  - f. There could be minor electrical changes. Example light from building for the walk along the building.
  - g. The part of the existing wall shown as the existing City Hall between grids 0 and 0.2 may need to be removed. The two-story City Hall wall between grids 0 and 0.2 will need to be analyzed. If it is bonded to the

- 1915 wall it may be damaged in the demolition. This may not be known until the demolition is in process.
- h. We will need to have drawings that show the demarcation between the building demolition and the selective demolition.
  - i. It will be impossible to predict in advance some ramifications of the demolition until the demolition is in process.
  - j. The site and grading plan will need to be modified.
  - k. Modify the existing exterior wall of the Main Street Café that is exposed after the hotel is demolished. This may include foundation, insulation, weather barrier, exterior finish and roof flashing.
4. A proposal for predesign development of the plaza between the City Hall and The Main Stay Café. This proposal will be sent separately.

## SCOPE OF SERVICES

The scope of services includes:

- A. Steps to assist the city to obtain a demolition contract for hotel building
  1. Onsite review of existing walls on grid FF
  2. Onsite review of existing wall of the Main Stay Cafe
  3. Comment on city demolition spec
  4. Develop building sections and plan to indicate the separation between contracts
  5. Review design with onsite contractor before finalizing proposal to incorporate in construction any existing conditions in concrete floor construction
  6. Review with the city project team
- B. Process to develop a proposal requested to modify the present City Hall building plans to accommodate the new east wall
  1. Sketch an approach or approaches for new City Hall existing wall
  2. Develop exterior elevations of the City Hall east wall showing possibilities
  3. Review and modify new east City Hall building elevation drawing
  4. Modify building construction documents to include modifications to the east wall of the City Hall. This will include architectural, structural, mechanical, electrical and civil documents.
- C. Develop a proposal request for the west wall of the Main Stay Café. This will include architectural and structural engineering.
- D. Not included is the redevelopment of the site of the hotel with the exception of a sidewalk along the east wall of the City Hall building.

## FEES

Develop a proposal to add the work described above into the construction contract with Brennan Construction. This will include the work on the City Hall and on the Main Stay Café.

This work will be invoiced at the normal hourly rates. Up to a maximum of \$25,696.00. This included an estimate of \$12,448 for structural, mechanical, electrical, civil engineers and \$13,248 for architectural.

## IN CLOSING

For any questions regarding this Proposal for Services for City of Marshall, please contact Andy Engan at (320)235.0893 or by email at [andy.engan@engan.com](mailto:andy.engan@engan.com). Thank you for your time and attention to this proposal, we look forward to working with you to achieve a successful outcome for your project.