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February 26, 2025

## **PROFESSIONAL SERVICES PROPOSAL**

**City of Temple Fire Department  
Feasibility Study for Fire Station No. 7**

**Attention:**

**Belinda Mattke, Director  
Purchasing, Facility Services & Construction Services  
3210 E. Avenue H, Bldg C, Temple, TX 76501  
[bmattke@templetx.gov](mailto:bmattke@templetx.gov)  
254.298.5659**

BRW Architects is pleased to submit this proposal for architectural services to design Fire Station No. 7 for the City of Temple.

The project scope, scope of services, project schedule, and compensation are described below:

### **1. INITIAL INFORMATION**

Scope - The following professional architectural services described in this proposal are for the design and construction of a new single-story Fire Station 7 located at the northwest corner of the intersection of West Adams and Clinite Grove streets. The new station will meet current firefighting operations and standards that will allow for faster turnout times and cleaner work environments for the safety of firefighters. The new station will include three (3) drive-through apparatus bays with living quarters to accommodate daily shifts of 8 personnel. The fire station will include a fully functional kitchen with eating area, a day room that will accommodate 8 firefighters, a decontamination room accessible from the bays, a compressor room, a bunker gear room, a utility room, individual bedrooms, restrooms with showers, exercise room, and storage rooms. The new station will be approximately 12,000 SF. with an estimated construction budget of approximately \$7.2 Million.

### **2. ARCHITECT'S RESPONSIBILITIES**

- A. The Architect shall provide the professional services as set forth in this agreement.
- B. Architectural (BRW Architects)
  - A more detailed description of the basic services is listed below under section 6. Scope of Services by Project Phases for the Temple Fire Station 7 Facility.
- C. Landscape Architecture (BRW Architects)
  - Landscape design to meet zoning ordinance requirements as applicable using drought-tolerant / Native vegetation goals
- D. Landscape Irrigation (BRW Architects)
  - Irrigation system design and documentation plans and specifications

- E. **Civil Engineering** (2P Consultants, Inc.) – Civil Engineer will be brought on during the Programming Phase.
- Surveying for meets and bounds, easements, setbacks, topo, existing utilities, existing vegetation. (Turley)
  - Geo-Tech Engineering (Langerman)
  - Drainage, grading and paving design
  - Grading spot elevation adequate for TAS compliance
  - On-site water, gas, and sewer utilities
  - On-site electrical
  - Storm Water Pollutant Prevention Plan (SWPPP to be provided by Contractor)
  - Building and site review submittal
  - Detention Pond design and review process
  - Traffic Control Plans
  - Water and Wastewater Design
- F. **Structural Engineering** (Gessner Engineers)
- Structural foundation
  - Structural framing
- G. **Mechanical, Plumbing and Electrical Engineering** (DBR Engineers)
- Mechanical systems, including temperature controls systems and written sequence of operations
  - Fire Protection (sprinkler system)
  - Electrical power, lighting, and fire alarm systems
  - Coordination with utility companies for electrical power, telephone, fiber, cable TV, service entrances, etc.
  - Emergency generator
  - Station radio, and alerting systems.
  - Audio / Visual Equipment
  - Building Security door access and cameras Equipment
  - Lightning and surge protection
  - Per the city of Temple specifications, Telecommunications and computer equipment and wiring, including voice data, cable TV, fiber optic cabling, data drops, IT cabinets, racks, wire management systems and terminations.
- H. **Geo-Technical Engineering** (Langerman)
- Soil Testing
  - Recommendations
- I. **Surveying Engineering** (Turley)
- Topo, all utilities, existing trees/vegetation

### **3. EXCLUSIONS FROM BASIC SERVICES**

- A. The services shown below are not anticipated at this time; however, project requirements identified during design may require them to be added.
- B. **Architectural**
- LEED Design / LEED Certification
  - Full-time on-site construction observation
  - Environmental or hazardous materials conditions / issues
  - Preparation or assistance of additional bid packages after the initial bid
- C. **Demolition**
- Demolition of buildings and other structures.
- D. **Civil Engineering**
- Zoning modifications, including street abandonments, easements
  - Environmental II or hazardous materials conditions / issues

- Platting
- Communication Tower
- Pre-emption light
- Construction material Testing

E. Mechanical, Electrical and Plumbing Engineering

- Building utility bill estimates (Usage information will be provided by MEP)
- Acoustical Design and Documentation
- Radio tower
- Direct capture exhaust in the truck bays – Air Scrubber System

#### 4. OWNER PROVIDED SERVICES AND SYSTEMS

A. The Owner shall furnish services those listed below as applicable:

- Laboratory materials testing / inspections (during construction)
- Test and Balance.
- ACR to provide commissioning services if needed.

#### 5. SCOPE OF SERVICES BY PROJECT PHASE

##### Phase I - Programming and Schematic Design

A. Kick Off Meeting

- Review scope of work and project schedule with project team. Identify contact information as well as chain of command for distributing information.

B. Programming

- BRW, working with Temple Fire Department and city staff, will establish the program of spaces for the New Station No. 7. The Programming shall include two (2) working design meetings with the Owner.
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C. Code Research

- Research all applicable building code requirements, zoning restrictions, and city ordinances related to the new Fire Station No. 7, including: the International Building Code, International Electric Code, International Energy Conservation Code, International Fire Prevention Code, International Building Mechanical Code, International Plumbing Code as well as site, floodplain, and TAS requirements. City of Temple Current Fire Code 2025 and all other codes 2021.

D. Schematic Design

- Schematic Design documents shall include a site plan, building floor plans, sections, elevations, site location, traffic analysis, drainage, and renderings. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Design phase shall include two (2) working design meetings with the Owner.
- BRW will provide a statement of probable cost at the completion of Schematic Design, which will be a general estimate developed from several cost data bases including our own to determine the anticipated cost per square foot.

E. Design Development

- BRW will develop the Schematic Design to greater detail. The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and probable cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections and elevations, typical construction details, and outline specifications. The Design

Development Documents shall include in general the quality levels for major materials and project systems.

- During the design process, the Architect shall work with the Owner and user group to coordinate the scope of the project. At the completion of Design Development, the Architect shall update the probable cost of the Work and the project schedule. The Architect shall advise the Owner of any changes from previous cost projections due to adjustments in the project scope, refinement of the probable cost of the work, or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.
- BRW will provide preliminary Civil, Structural, Mechanical, Electrical, and Plumbing engineering. Design and coordination with the Owner's IT department will be implemented at this phase. During this phase interior elevations will be developed and BRW will review finish materials, lighting, and furniture. BRW will review with the Owner, equipment and furniture that are owner supplied vs. items supplied by the contractor during construction. Door hardware will be outlined and reviewed. BRW will prepare an outline for materials and products used for specifications.
- Our civil engineer will evaluate our site conditions along with parking, drainage, landscaping, and irrigation requirements.
- Meetings and Deliverables. The Design Development phase shall include two (2) working design meetings with the Owner. All deliverables need to be in electronic form.
- BRW will provide a statement of probable cost at the completion of Design Development, which will be a general estimate developed from several cost data bases including our own to determine the cost per square foot and general costs of selected materials and methods. BRW will submit the estimate in PDF/electronic format.

#### F. Construction Documents

- The Architect shall provide Construction Documents based on the approved Design Development Documents and updated probable cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and project systems required for construction.
- The Architect shall update the estimate of the Cost of the Work and project schedule at 30%, 60% and 90% completion of Construction Documents. The statement of Probable Cost shall be an estimate to include materials, equipment, component systems and construction types for construction costs. The Statement of Probable Cost will also include project costs consisting of alternates to the bid, owner provided furniture and equipment, an allowance for construction testing, along with the contingency. The contingency includes Owner Generated Changes, Architectural and Engineering Design Contingency, and Unforeseen Construction Conditions. It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, or market conditions. Accordingly, the Architect acknowledges that the bids may vary from the Owner's budget or the Architect's cost estimate.
- During the development of the Construction Documents, the City of Temple shall prepare a Project Manual including (front end documents) bidding and procurement information which describes the time, place and conditions of bidding.
- Final design and coordination of the mechanical, electrical, and plumbing will be completed. Mechanical engineering will include sizing of equipment, ducts, diffusers, dampers, and appropriate calculations. Plumbing engineer will include design of wastewater system tied into the existing system, supply water, and gas system. Electrical engineer will provide lighting, speaker system,

phone, cable, and data wiring. Civil engineering work will be reviewed and coordinated, and final details will be drawn and specified.

- Prepare complete Construction Documents, Specifications, Architect's Cost Estimate and Schedule and submit for Permit. Submit plans to Developmental Services Department for their review.
- BRW will be responsible for submitting construction documents to Development Services (DS) for plan review. BRW will be responsible for addressing any DS code comments and providing a permit ready set of construction documents.
- Submit plans and coordinate with Texas Department of Licensing and Regulation (TDLR) or Registered Accessibility Specialist (RAS) for accessibility review and city permitting. Obtain EAB Number and Plan Review Report and approval for permit. Upon completion, BRW will submit to TDLR for final review.
- Coordination of all architectural drawings will be detailed and finalized. Specifications will be coordinated with drawings and completed. BRW shall assist in the solicitation for inclusion in the specifications.
- The Construction Documentation Phase shall consist of five (5) meetings. Construction Documents phase deliverables to be in electronic form. Sets of documents at 30% completion, 60% completion, and 90% completion for the Owner's review and comment. Final deliverables at 100% completion will include the Contract Documents and Specifications and will be coordinated and submitted per standard process with engineering services: submittals at 30/60/90/100.

**G. Bidding includes the following**

- The Owner intends to utilize Competitive Sealed Proposal delivery method for the project. The term "competitive bidding" and "competitive sealed proposals" as used in this agreement shall mean the same method of construction procurement ultimately selected by the Owner. BRW will provide drawings and specifications to the Owner for posting.
- The Architect shall prepare responses to questions from proposers and provide clarifications and interpretations of the Contract Documents in the form of Addenda.
- The Architect shall consider requests for substitutions during the pricing period, as permitted by the Contract Documents, and shall prepare Addenda including approved substitutions.
- The Architect will participate in a pre-proposal conference for prospective bidders.
- The Bidding phase shall include one (1) working design meetings with the Owner.
- BRW will assist the city during the bidding phase.

**Phase II – Construction**

**H. Construction Administration (excluded from this contract and fees)**

- Participate in Pre-Construction Meeting.
- Attend and chair construction progress meetings based roughly on one (1) meeting weekly / bi-monthly with Teams / Virtual Meetings.
- The Architect shall not have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction as selected by the Contractor, or for the safety precautions and programs incident to the work of the Contractor, or for the failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

- The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data, samples, and mock-ups for general conformance with information given and the design concept expressed in the Contract Documents. Review is not conducted for the purpose of determining the accuracy, completeness, or quantities, or for substantiating instructions for installation or performance of equipment or systems.
- The Architect shall visit the site to become generally familiar with the progress of the quality of the work completed (assuming work is ongoing). The Architect's representative shall attend pre-arranged progress meetings and prepare field reports described the status of the work and any deviations observed from the Construction Documents.
- Through the construction administration activities with monthly progress meetings, submittal approvals, RFI's, change orders, construction schedule approval, and project close-out, BRW will serve as the representative of the Owner during construction to observe the construction effort and the general conformance by the construction contractor with the construction drawings and specifications.
- Architect shall perform final closeout procedures as defined in the Contract Documents, including preparation and verification of Punch Lists for the Contractor's use and transfer red-lined drawings into a set of as-builts. BRW will provide the city of Temple as-builts in digital format.
- One (1) year warranty walk through after Final completion.
- Construction Administration services beyond the following limits shall be an Additional Service:
  - Evaluation of Contractor's substitution requests after thirty (30) days following the execution of the contract.
  - Owner requested project scope changes resulting in changes to the Construction Documents.
- Construction Administration services provided more than sixty (60) days after the date of the Substantial Completion, originally established in the construction contract, shall be Additional Services, with the exception of final completion and project closeout, and warranty walk. The monthly lump-sum fee for extended Construction Administration (CA) services shall be the CA portion of the fee divided by the number of months for construction originally established in the construction contract.

## 6. COMPENSATION

- A. Payment for Architectural services is not to exceed the amount of **\$715,600** to be invoiced monthly based on the percentage of the hourly not to exceed amount projected.
- B. Compensation includes only Phase I. Phase II of the Construction Administration is excluded from this contract.
- C. Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as stated below.

### D. COST BREAKDOWN BY MILESTONES

#### Phase I

Pre-design (Surveying + Geo-Tech)	\$13,300
Schematic Design (20%)	\$140,460
Design Development (15%)	\$105,345
Construction Documents (40%)	\$280,920
Bid Phase (5%)	\$35,115
Sub-Total	<b>\$575,140</b>

#### Phase II

Construction Admin Phase (20%)	\$140,460
Sub-Total	\$140,460
<b>Total</b>	<b>\$715,600</b>

#### COST BREAKDOWN BY DESIGN DISCIPLINE

##### Basic Services

Architectural (BRW)	\$453,000
Structural (Gessner Engineers)	\$54,000
MEP (DBR Engineering)	\$94,000
Civil (2P Consultants)	\$80,500
Landscape & Irrigation (BRW)	<u>\$20,800</u>
Total Basic Services	\$702,300

##### Additional Services

Surveying (Turley)	\$3,600
Geo-Tech (Langeman)	<u>\$9,700</u>
Total Additional Services	\$13,300

**TOTAL** **\$715,600**

#### F. COST OF THE WORK

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents. The Architect's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques.

#### G. BILLING RATES

The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

■ Principal	\$210.00/hour
■ Sr. Project Manager	\$190.00/hour
■ Project Manager	\$170.00/hour
■ Project Architect	\$150.00/hour
■ Architect	\$125.00/hour
■ Intern Architect I	\$105.00/hour
■ Intern Architect II	\$85.00/hour
■ Admin	\$70.00/hour

#### H. Additional Services

- Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. Additional Services will be negotiated on a lump sum basis.
- Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization.

#### I. BRW does not anticipate compensation for reimbursable expenses. Travel and other related expenses are figured into the overall fee.

## 7. PROJECT SCHEDULE

We anticipate the following time periods for the project phases:

PROJECT PHASE	COMPLETED
Phase I	
▪ Programming/ Schematic Design	8 weeks
▪ Design Development	4 weeks
▪ Construction Documents	12 weeks
▪ City review	4 weeks
▪ Bidding	<u>8 weeks</u>
	Total 36 weeks
Phase II	
▪ City Council Approval	4 weeks
▪ Building Construction	12-14 months

## 9. SCOPE AGREEMENT

Agreement represents the entire and integrated agreement between Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement entered as of the day and year first written above.


### OWNER

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(Signature)

Brynn Myers, City Manager  
City of Temple

### ARCHITECT



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(Signature)

Ray W. Holliday, AIA, ASLA,  
Principal Brown Reynolds Watford Architects, Inc.