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📄 TXENG FIRM #F-1394 | TBPELS FIRM #10169800

September 21, 2021

The City of Schertz
Attn: Scott McClelland, PE
10 Commercial Place, Building 2
Schertz, TX 78154
Office: 210-619-1809
smcclelland@schertz.com

Reference: City of Schertz Civic Center – HVAC Replacement

Mr. McClelland,

Thank you for your interest in the capabilities of M&S Engineering (M&S) and allowing us the opportunity to work with you on this project. This proposal is based on our discussions with you and the following:

Project Description

1. The City of Schertz Civic Center is an existing 19,500 SF facility located at 1400 Schertz Pkwy, Schertz, TX 78154.
2. The building is currently served by split system air conditioning units that are having issues maintaining temperature and/or humidity in the spaces.
3. M&S previously provided an assessment and recommendations outlined in our report dated September 07, 2021 (M&S Project # 2521SCHER.001). Per our recommendations, the scope of the project will include replacement of the existing DX split systems with new packaged units and variable-air-volume (VAV) boxes.

Scope of Work

M&S Engineering will provide professional services to assist you with the engineering for the project as described above. Our proposal includes providing the following services in support of the engineering required for this project:

Construction Documents

1. Develop as-built CAD plans of the existing building suitable to satisfy the scope of this project.
2. Mechanical Design
 - a. Provide basic demolition drawings indicating the intent for removal of the existing HVAC System.
 - b. Show equipment and specify modifications to the existing systems.
 - c. Specify HVAC equipment given heating and cooling loads, anticipated building occupancy/activity, and maintenance.
 - d. Provide a mechanical floor plan showing locations of HVAC equipment and ductwork modifications.
 - e. Structural design for new equipment pads.
 - f. Select and specify HVAC controls to meet Owner and occupancy requirements.
 - g. Coordinate with Structural Engineer on mechanical system placement.



- h. Complete code compliance documentation (COM Check) for mechanical systems.
- 3. Electrical Design
 - a. Analyze and compare the new air conditioning system with the existing electrical infrastructure. Provide modifications to the systems as required to accommodate the installation of the new air conditioning system.
 - b. Provide one-line diagram and applicable panel schedules.
 - i. Conduit (number and size), number of spares, and wireway size.
 - ii. Size secondary feeder cables.
 - c. Provide electrical floor plans of power equipment connections.
- 4. Provide specifications sheet specifications:
 - a. Mechanical (Division 23)
 - b. Electrical (Division 26)

Subsurface Utility Engineering (SUE):

The following services shall be included to locate existing underground utilities and potential conflicts.

- 1. SUE within the limits of construction on the exterior of the building.
- 2. All work described herein is based strictly upon "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02)".
- 3. Sherwood Surveying & SUE shall apply SUE Quality Levels B, C, and D of the area that will have a new equipment platform installed as described in the structural section above to deliver an accurate depiction of as many of the existing underground utilities near the new equipment platform as can be designated within one day's field investigation.
 - a. Utility quality level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
 - b. Utility quality level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.
 - c. Utility quality level D: Information derived from existing records or oral recollections.
- 4. There are limitations for utilities such as water & sewer which consist of non-metallic pipe, and therefore might not be obtainable. For the sewer lines, we can use a steel fish tape to pick up where the line is going, but this will be limited to how far down the line we can get the tape. Thus, we cannot provide any guarantee for locating these utilities.

Project Management (M&S)

- 1. Communicate with the City staff, contractors, and third-party providers as necessary to ensure project goals and scope are understood.
- 2. Monitor the design process and overall project.
- 3. Attend meetings with City.
 - a. Attendance at two (2) City council meetings.
 - b. Four (4) in-person meetings are included and are intended to coincide with interim design reviews. However, these may be utilized for review, coordination, budgeting, or any other design purpose.
 - c. Any additional meetings shall be billed as additional services.
 - d. Teleconferences shall not be limited.



Deliverables

Provide one PDF set of preliminary construction drawings and specifications at 50% progress drawings and 90% construction drawings. A PDF set of the final sealed construction drawings and specifications will be submitted upon completion. Provide Revit or AutoCAD files once the design is complete.

Bidding and Construction Phase Support

1. Assist with jurisdictional reviews and other mitigation issues.
2. Attendance of the pre-bid, pre-construction meeting, and six (6) site observations/construction progress meetings throughout duration of the project.
3. Attendance at City council meeting for bid tabulation/recommendation of award.
4. Bidding
 - a. Assist City with developing request for qualifications (RFQ) to be issued.
 - b. Assist City in preparing advertisement for bidders.
 - c. Participate in procurement, bidding, and RFI process.
 - d. Assist City with evaluation respondents and provide recommendation to City.
5. Construction Support & Administration (in-office)
 - a. Engineer shall perform during the construction period in-office reviews of all material and equipment submittals; respond electronically to RFI's (Request for Information); and prepare and assist with ESI's (Engineering Supplemental Instructions) when necessary.
 - b. Review construction related activities, including pay applications.
6. Construction Support & Administration (on-site)
 - a. Engineer shall perform during the construction period site visits (as previously stated) at the written request of the City whereby Engineer will assess construction progress and performance as compared to the requirements in the construction documents.
 - b. Observations shall be documented in a written Field Report and submitted to the City.
 - c. Visit the construction site at intervals appropriate to the stage of construction to: become generally familiar with and keep the City generally informed about the progress and quality of the portion of the construction completed; make a reasonable effort to identify defects and deficiencies in the construction; determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the Plans and Specifications.
 - d. Notify the client in writing of any substantial deviation from the plans and specifications that may prevent the building from being occupied or utilized for its intended use.
 - e. Pre-Construction meeting, substantial completion punch list, final inspections, code-required inspections, meetings, or any visit to the project site by Engineer shall be considered a construction site visit.

Assumptions

Our proposal is based on the following:

1. As-Built drawings (if available) will be provided by the City.
2. All M&S deliverable drawings and specifications will be provided in PDF format.
3. Free access to the site will be provided to M&S Staff.
4. Owner to handle IT requirements beyond dry utility infrastructure.
5. Geotechnical engineering report has been provided by the City.
6. Value engineering after delivery of final plans is not included.



Pricing

M&S Engineering will provide the scope of work as described for the Not-to-Exceed amount of \$85,000 - without prior written authorization from the City. Project to be invoiced hourly per attached M&S billing rates.

Terms of payment are net 30 days from date of invoice for services completed within a 30-day period.

Exclusions

1. M&S Engineering's proposal is exclusive of any federal, county, and city permits required for the project. All submittals of plans for building permits and payment of permits shall be done by others.
2. Engineering activities will be performed from our facilities in New Braunfels, TX. Local presence through the duration of this project will not be required.
3. Construction support and administration does not include Special Inspections, if required.
4. Though the following services could be provided at an additional cost, it is our understanding that the following engineering services would not be provided as part of this base proposal:
 - a. Design services due to a change in scope of Basic Services.
 - b. Design services due to Change Orders requested by the Client during construction.
 - c. Economic analyses, including life cycle cost.
 - d. Design of fire alarm or fire sprinkler systems.
 - e. Engineering studies of alternative systems and equipment locations.
 - f. Value engineering design services after approval of the 50% Preliminary Construction Documents.
 - g. Engineering studies and designs to comply with LEED certifications.
5. Any service not specifically listed in the above scope of work is excluded from this proposal.

Our proposal is based upon work being performed per attached M&S Standard Terms and Conditions. Terms of payment are net 30 days from date of invoice for services completed within a 30-day period. We truly appreciate the opportunity to support you in this project. If there is anything that you would like to discuss about this proposal, please do not hesitate to contact us. Should you find this proposal and terms acceptable, please indicate so by signing and dating this document below.

Sincerely,


(Trey) Thurl D Sims III, PE
MEP Division Manager

Approved: _____ Date: _____

Print: _____ Title: _____



Terms of Sale

The following terms of sale shall apply except as otherwise stated in written quotations or by written acceptance of an order or contract.

PRICE POLICY – Quotations are valid for 30 days from date of quotation unless otherwise notes. Prices quoted are firm for all services performed within 90 days after the date of quotation. Services performed later than 90 days from the date of quotation or later than the dates established in the quotation will be invoiced at prices in effect at time of performance.

TERMS OF PAYMENT – Terms of payment are net 30 days from date of invoice for services completed within a 30 day period. If payment is not received within 30 days, your project will be placed on hold and a charge of 1.5% per month will be added to the account until such time the account is made current. Reimbursable costs including, but not limited to, plotting, faxes, travel, or other reasonable expenses shall be billed at cost plus 15%.

TERMINATION – Any order or contract may be terminated or delayed by the Purchaser only upon payment of reasonable charges based upon expenses already incurred and commitments made by M&S Engineering. If Purchaser defaults in the performance of any payment obligation under this contract and fails to correct such default within seven (7) days following receipt of written notice thereof from M&S Engineering, LLC. M&S Engineering may, without prejudice to any other rights or remedies it may have, upon twenty-four (24) hour notice to Purchaser, cease performance of the contract and suspend its Work thereunder until such failure to pay is cured. In addition, in the event of Purchaser's and/or Owner's (a) bankruptcy, reorganization, receivership, insolvency, or making an assignment for the benefit of creditors, or (b) evidencing financial or organizational instability, M&S Engineering may, upon twenty-four (24) hour notice to Purchaser, cease performance of the Subcontract and suspend its Work thereunder until M&S Engineering, LLC receives reasonable assurance that its right to payment hereunder shall not be adversely impacted thereby.

INDEMNIFICATION AND LIMITATION OF LIABILITIES – Purchaser shall indemnify and hold harmless M&S Engineering, LLC, its owners, officers, employees, affiliated companies, parents, agents and representatives ("M&S Engineering, LLC Indemnitees") against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and reasonable attorney's fees ("Liabilities") to the extent they arise from or in connection with the willful misconduct or negligence of the Purchaser, its officers, employees, agents and/or representatives. Purchaser shall not be required hereunder to indemnify M&S Engineering, LLC Indemnitees to the extent of their negligence, act or omission, nor that of their invitees, workmen, subcontractors and/or suppliers or any of them. M&S Engineering, LLC shall not indemnify Purchaser, Owner, or any other party to the extent of such party's negligence, act or omission, nor that of their respective parents, affiliates, subsidiaries, agents, their officers, directors, shareholders, employees, agents, invitees, workmen, subcontractors and/or suppliers, (except for M&S Engineering, LLC's and its subcontractors and suppliers) or any of them. Except as expressly provided for herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation; provided further, and notwithstanding anything to the contrary contained in this agreement, M&S Engineering, LLC's total liability with respect to any and all claims, losses or damages shall not exceed the value of the services performed under the terms of this agreement.



2019 Engineering Rate Schedule

The following rate schedule is in effect for the 2019 calendar year and will be reviewed annually for appropriate changes as may be required.

Labor Classification	Base Rate
Technician I	\$ 60.00
Technician II	\$ 65.00
Technician III	\$ 70.00
Technician IV	\$ 75.00
Project Technician I	\$ 80.00
Project Technician II	\$ 85.00
Project Technician III	\$ 90.00
Project Technician IV	\$ 95.00
Project Technician V	\$ 100.00
Senior Technician I	\$ 105.00
Senior Technician II	\$ 110.00
Senior Technician III	\$ 115.00
Senior Technician IV	\$ 120.00
Project Manager I	\$ 150.00
Project Manager II	\$ 160.00
Project Manager III	\$ 170.00
Project Manager IV	\$ 180.00
Project Engineer I	\$ 135.00
Project Engineer II	\$ 145.00
Project Engineer III	\$ 150.00
Project Engineer IV	\$ 155.00
Project Engineer V	\$ 160.00
Administrative I	\$ 65.00
Administrative II	\$ 75.00
Administrative III	\$ 80.00

Labor Classification	Base Rate
Technical Specialist I	\$ 125.00
Technical Specialist II	\$ 135.00
Technical Specialist III	\$ 145.00
Technical Specialist IV	\$ 155.00
Graduate Engineer/SIT I	\$ 100.00
Graduate Engineer/SIT II	\$ 110.00
Graduate Engineer/SIT III	\$ 120.00
Graduate Engineer/SIT IV	\$ 130.00
CAD Operator I	\$ 70.00
CAD Operator II	\$ 75.00
Senior CAD Operator I	\$ 80.00
Senior CAD Operator II	\$ 85.00
Senior Engineer I/RPLS I	\$ 165.00
Senior Engineer II/RPLS II	\$ 170.00
Senior Engineer III/RPLS III	\$ 175.00
Senior Engineer IV/RPLS IV	\$ 180.00
Principal Engineer I	\$ 190.00
Principal Engineer II	\$ 200.00
Principal Engineer III	\$ 210.00
1 Man Survey Crew	\$ 110.00
2 Man Survey Crew	\$ 155.00
3 Man Survey Crew	\$ 175.00
Software Level I ¹	\$ 10.00
Software Level II ²	\$ 20.00

¹ Includes AutoCAD, MicroStation, L-Pile, SAG10 and other common licensed software packages

² Includes PLS-CADD, Bentley Systems, e-tap and other premium licensed software packages

³ Rates are inclusive of all surveying equipment, including stakes, marking paints, and other consumable items required. Special request items such as T-posts, 36" Laths, concrete monuments, etc. will be billed on a cost plus 15% basis.

⁴ Overtime Rates shall be 1.35 times the base rate.



M&S ENGINEERING

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2019 Reimbursable & Miscellaneous Pricing

The following reimbursable schedule is in effect for the 2019 calendar year and will be reviewed annually for appropriate changes as may be required.

Deliverable/Printing Pricing Schedule

DESCRIPTION	COST
Small job books (1" to 1 1/2" binder)	\$25.00
Medium job books (2" to 2 1/2" binder)	\$45.00
Large job books (3" and above binder)	\$65.00
Plots - "C" size (18x 24) Black & White	\$1.50
Plots - "C" size (18x 24) Color	\$2.50
Plots - "D" size (22X34) Black & White	\$2.50
Plots - "D" size (22X34) Color	\$3.50

*Any additional reimbursable items shall be billed at cost plus 15%.

- Shipping
 - All shipping of drawings, job books, and other deliverables will be invoiced based on actual cost plus 15%.

Additional Equipment

For site specific requirements that do not allow for access via 4x4 trucks, M&S will provide use of various all-terrain vehicles to facilitate field work. Reimbursement for usage of such equipment will be billed at the following rates:

Equipment	Rate
4 Wheeler	\$100/day
Utility Vehicle (Mule)	\$150/day

Travel Reimbursement Rates

- Hotel charges for overnight accommodations will be invoiced based upon actual cost plus 15%.
- Meals for traveling personnel will be invoiced based upon actual cost plus 15%.
- Air Travel
 - Air travel will be invoiced based on actual cost plus 15%.
 - Approval
 - Air travel costs in excess of \$500 per individual will require prior approval by client personnel requesting travel.
 - Air travel less than \$500 per individual will be considered pre-approved by client personnel requesting travel.
- Rental Car
 - Auto rentals (including fuel) will be invoiced based upon actual cost plus 15%.
- Mileage
 - Vehicle mileage will be invoiced based upon current IRS standard rates (plus \$0.05 per mile for 4x4 vehicles)