



**DA ENGINEERING, LLC**  
6701 Broadway Extension, Ste. 301  
Oklahoma City, OK 73116  
daemep.com

# **PROJECT PROPOSAL**

## **MEP ENGINEERING DESIGN SERVICES**

### **Regional Medical Center Lab Renovation**

March 11, 2026

**Prepared For**  
Mangum Regional Medical Center | Kelley Martinez

We appreciate the opportunity to provide a proposal for the Regional Medical Center Lab Renovation project. This proposal is for MEP design and consulting services as set forth through this agreement. Defined herein is the proposal for scope of work, fees and other terms as it pertains to this project. This project proposal falls under the Terms and Conditions of the DA Engineering Master Client Agreement.

If you have any questions, please contact me at the information below.

Thanks,

**DA Engineering, LLC**

**Dustin Anderson**, Principal | Senior Electrical Engineer  
479.957.4986 | [danderson@daemep.com](mailto:danderson@daemep.com)

## SCOPE + DESIGN SERVICES

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DA Engineering (DAE) will provide electrical, mechanical drawings and specifications for Mangum Regional Medical Center on the Regional Medical Center Lab Renovation project located in Mangum, OK. The scope of services includes electrical and lighting design for the renovated suite and relocation of existing vent hood.

### DESIGN SERVICES

1. Initial site visit for existing conditions and assessment.
2. Mechanical design drawings and necessary specifications for the relocation of the vent hood.
3. Electrical systems and Lighting design drawings and specifications for the new suite

*NOTE: Design for conduit and boxes (rough-in) to support telephone, computers, security system and other owner furnished equipment based on complete information provided by the client available by request*

4. Energy calculations and submittal forms as required by the authority having jurisdiction for lighting only, building envelope calculations are excluded.
5. Opinions of probable costs will not be provided, but costs developed by others can be reviewed for general conformance with the documented systems relative to this service agreement.

### PHASE DESCRIPTION

1. Construction Document (CD)
  - (a) Fully coordinated, permit-and bid ready documents
  - (b) One set of review drawings at **<95%>** completion
  - (c) One set of reproducible construction drawings and specifications
  - (d) A BIM model with Level of Development (LOD) 201: where elements are modeled with approximate quantities, size, shape, location and orientation. Non-geometric information is typically attached to the model elements.
2. Construction Administration (CA) services shall commence upon issuance of the Construction Documents for bidding or permitting and shall continue through Substantial Completion of the Project.
  - (a) CA services are intended to assist the Owner in evaluating the general conformance of the Work with the Contract Documents and shall include the following customary services:
    - i. Review of contractor submittals and shop drawings for general conformance with the design intent
    - ii. Response to Requests for Information (RFIs)
    - iii. Attendance at Owner-Architect-Contractor (OAC) meetings, as reasonably required
    - iv. Periodic site visits (not to exceed two) to observe the progress of the Work
    - v. Review of contractor change order requests for general conformance with the Contract Documents
    - vi. Review of record drawings and closeout documentation

*NOTE: Construction Administration services do not include supervision, control, or responsibility for construction means, methods, sequences, procedures, or safety precautions, which remain the sole responsibility of the Contractor.*

## FEE STRUCTURE FOR SERVICES

DA Engineering will provide **professional design services** for the project as a **fixed lump sum fee** of **\$4,675** in accordance with the Scope of Work and Design Services listed herein. Professional fees for design services shall be billed on a progress basis in accordance with the percentage of completion of each phase. To provide transparency, improve cash flow and align with ongoing design progress, billing shall be issued monthly throughout the duration of the project. **Construction Administration** services shall be provided on an **hourly basis** according to the hourly rate schedule below. Hourly rates are based on personnel classification and reflect salaries, benefits, overhead, and profit. CA billing will commence upon receipt of RFI or Submittals and continue monthly throughout Substantial Completion.

**Hourly Rate** Fees will be billed on a time and expense basis at the following standard hourly rates:

- **Principal Engineer:** \$250/hour
- **Senior Engineer:** \$225/hour
- **Junior Engineer:** \$200/hour
- **Senior Designer:** \$200/hour
- **Entry Engineer | EIT:** \$175/hour
- **Intermediate Designer:** \$175/hour
- **Junior Designer:** \$150/hour
- **Administrative / Support Staff:** \$100/hour

**Reimbursable Expenses:** shall be billed above and beyond all fees for professional services at a designated surcharge, reimbursable items shall be as follows:

- 1) Reproductions, plots, postage, handling and delivery of project related documents by request of client.
- 2) Overnight delivery, handling, and postage charges.
- 3) Travel expenses (airfare, lodging, meals, airport parking and car rental).
- 4) Incurred web-based submittal review process fees and charges
- 5) Costs to obtain product samples that are requested by the Client or Owner.
- 6) Expenses related to governing body review(s), including but not limited to State health department plumbing review.

## CONDITION OF PROPOSAL

This proposal represents the entire agreement between the Client addressed in this contract and DA Engineering, LLC and supersedes all prior negotiations, representations, or agreements, whether written or oral. This agreement may be amended only by written instrument signed by both the Client and DA Engineering, Inc. If DA Engineering's involvement in the design of the project has not started within 6 months of the date of this agreement, DA Engineering reserves the right to modify the fee. Refer to the DA Engineering Master Client Agreement for clarification on terms and conditions of this proposal.

Please review this proposal, if the terms of this agreement are acceptable to you, please sign and return for record.

We look forward to working with you on this project.



By: DA Engineering, LLC  
Dustin Anderson | Principal

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For: Mangum Regional Medical Center  
Kelley Martinez

## **GENERAL TERMS AND CONDITIONS**

This Agreement for professional services has been entered into by the Client, and DA Engineering. The name DA Engineering shall pertain to all employees, principals, officers, and all divisions of DA Engineering, LLC.

- A. Performance of Services:** DA Engineering shall perform the basic services as outlined above, and any additional services as required or directed by the Client/Owner in consideration of the fee arrangements and payment terms described in "Fee Structure" above. Services performed under this agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. No warranties, express or implied, are made in connection with services performed under this Agreement. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.
- B. Excluded Services:** Where DA Engineering has deemed a service needed or advisable, DA Engineering has made this opinion known to the Client and the Client has confirmed his or her opinion that such services are not requested of DA Engineering and/or the Client has made or shall decide to obtain those services from a source other than DA Engineering. The client agrees to indemnify and hold DA Engineering harmless from any claim, liability for DA Engineering's failure to perform a service listed below which was excluded at the Client's direction. The following design services shall not be provided by DA Engineering under the terms of this Agreement.
- 1) Support for LEED or other similar type Certification.
  - 2) Detailed life-cycle costs and/or energy-use studies for designed systems.
  - 3) Opinions of probable costs; costs developed by others can be reviewed for general conformance with the documented systems relative to this service agreement.
  - 4) Preparation of shop or fabrication drawings
  - 5) Record drawings with contractor changes incorporated.
  - 6) Studies of various schemes to accommodate special energy requirements.
  - 7) Storm drainage system design external to the building(s).
  - 8) Foundation drainage system.
  - 9) Screen wall designs and specifications.
  - 10) Daylighting analysis, modeling, and calculations.
  - 11) Greywater or storm water reuse system design.
  - 12) Design of extension of water, sewer, storm, gas, electric and telephone utilities to the site.
  - 13) Street Lighting.
  - 14) Design of Mechanical Smoke Control systems.
  - 15) Design of any structural Engineering details such as light pole bases, MEP equipment suspension, reinforced concrete pads, seismic bracing and other supports.
  - 16) Filing application for and obtaining a building permit.
  - 17) Full-time, on-site construction observation.
  - 18) Providing financial feasibility or other special studies.
  - 19) Providing extraordinary services to investigate existing conditions or facilities or to make measured drawings thereof.
  - 20) Providing revisions of drawings, specifications or other documents when such revisions are required by changes to previously approved design criteria.
  - 21) Providing consultation concerning the replacement of any work damaged by fire or other causes during construction.
  - 22) Providing professional services made necessary by the default of the contractor or by major defects in the work of the contractor in the performance of the Construction Contract.
  - 23) Providing services or special consultants for other than the normal mechanical, electrical and/or plumbing Engineering services for the Project.
  - 24) Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding where DA Engineering is not a named party to such a hearing or proceeding.
- C. Length of Contract:** This contract shall be in force for a period of 12 months. At the end of the term DA Engineering reserves the right to make modifications to the terms of this agreement and extend the contract an

additional 12 months upon agreement of both parties. If negotiations of modified terms are underway, this contract shall continue under the existing terms until either new terms are agreed upon, or negotiations cease. Either party may stop negotiations at any point.

- D. Verification of Existing Conditions:** Because evaluation of the existing structure or site requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees to indemnify and hold DA Engineering harmless from and against any and all damage, liability and cost arising or allegedly arising out of the professional services under this Agreement, except for the sole negligence or willful misconduct of DA Engineering. DA Engineering shall not be required to sign any documents, no matter by whom requested, that would result in DA Engineering having to certify, guarantee or warrant the existence of conditions whose existence DA Engineering cannot ascertain.
- E. Betterment:** If, due to the Engineer's error, any required item or component of the project is omitted from the Construction Documents produced by DA Engineering, DA Engineering's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will DA Engineering be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- F. Jobsite Safety:** Neither the professional activities of DA Engineering, nor the presence of his or her employees and subconsultants at a construction site, shall relieve the Contractors and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing or coordinating all portions of the Work of construction in accordance with the contract documents and any health/safety precautions required by regulatory agencies. DA Engineering and their personnel have no authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health/safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, DA Engineering and DA Engineering's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.
- G. Hazardous Materials:** Both parties acknowledge that DA Engineering's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event DA Engineering or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of DA Engineering services, DA Engineering may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. DA Engineering is not responsible for any claims resulting from the existence, discovery, or for the removal of hazardous materials or additional costs the removal will necessitate.
- H. Information Provided by Others:** DA Engineering shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to DA Engineering such information as is available to the Client and the Client's consultants and contractors, and DA Engineering shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for DA Engineering to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees to indemnify and hold DA Engineering and DA Engineering's subconsultants harmless from any claim, liability or cost for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to DA Engineering.
- I. Opinions of Probable Costs:** In providing opinions of probable cost, the Client understands that DA Engineering has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of DA Engineering's qualifications and experience. DA Engineering makes no warranty, expressed or implied, as to the

accuracy of such opinions as compared to bid or actual costs. DA Engineering shall be compensated as Additional Service, as provided for herein, for all time spent to review, redesign and to incorporate revisions due to probable costs.

- J. Value Engineering:** If the Client retains the services of a Value Engineer (VE) or allows the General Contractor or any of his or her subcontractors to function as a VE to review the Construction Documents prepared for this project by DA Engineering, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of DA Engineering's services. All recommendations of the VE shall be given to DA Engineering for their review, and adequate time will be provided for DA Engineering to respond to these recommendations. DA Engineering shall be compensated as Additional Service, as provided for herein, for all time spent to review the recommendations of the VE and to incorporate those accepted by both the Client and DA Engineering. If DA Engineering objects to any recommendations made by the VE, DA Engineering shall so state in writing to the Client, along with their reasons for objecting. If the Client insists on incorporating in the Construction Documents any changes to which DA Engineering has objected to in writing, the Client agrees to indemnify and hold DA Engineering harmless from any damage, liability or cost which arise in connection with or as a result of the incorporation of such design changes insisted upon by the Client.
- K. Unauthorized Changes:** In the event the Client consents to, allows, authorizes or approves of changes to the Construction Documents, and these changes are not approved in writing by DA Engineering, the Client recognizes that such changes and the results thereof are not the responsibility of DA Engineering. Therefore, the Client agrees to release DA Engineering from any liability arising from the construction, use or result of such changes. In addition, the Client agrees to indemnify and hold DA Engineering harmless from any damage, liability or cost arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of DA Engineering.
- L. Changed Conditions:** The Client shall rely on DA Engineering's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to DA Engineering. Should DA Engineering call for contract renegotiation, DA Engineering shall identify the changed conditions necessitating renegotiation and DA Engineering and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- M. Defects in Service:** The Client shall promptly report to DA Engineering any defects or suspected defects in DA Engineering's work or services of which the Client becomes aware, so that DA Engineering may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all sub-contracts at any level to contain a requirement like this. Failure by the Client, and the Client's contractors or subcontractors to promptly notify DA Engineering, shall relieve DA Engineering of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- N. Dispute Resolution:** Any claims or disputes between Mangum Regional Medical Center and DA Engineering arising out of the services to be provided by DA Engineering or out of this Agreement shall, as a condition precedent to litigation, be submitted to non-binding mediation. Mangum Regional Medical Center and DA Engineering agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
- O. Fast Track Design and Construction:** In consideration of the benefits to Mangum Regional Medical Center of employing the fast track process (in which some of DA Engineering's design services overlap the construction work and are out of sequence with the traditional project delivery method), and in recognition of the inherent risks of fast tracking to DA Engineering, Mangum Regional Medical Center agrees to waive all claims against DA Engineering for design changes and modifications of portions of the Work already constructed due to Mangum Regional Medical Center decision to employ the fast track process. Mangum Regional Medical Center further agrees to compensate DA Engineering for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's program requirements because of the Client's decision to construct the project in a fast-track manner.

- P. Ownership of Documents:** All documents, including all documents on electronic media, prepared by DA Engineering under this Agreement are instruments of DA Engineering's professional service and shall remain the property of DA Engineering and may not be used by the Client for any other purpose without the written prior consent of DA Engineering.
- Q. Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay DA Engineering for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred because of termination.