



**FIRST AMENDMENT**  
**CITY OF FLAGSTAFF**  
**MONTALVO SCIENCE, TECHNOLOGY, ENGINEERING, AND**  
**MATHMATICS EDUCATION COMMUNITY CENTER**

**Design-Build Services Agreement**  
**GMP 1 – Design Phase Services**

**Project No. CL6321M**  
**Agreement No. 2024-138**

This First Amendment (“First Amendment”) to the Design-Build Services Agreement No. 2024-138 approved by the City of Flagstaff City Council at the March, 18, 2025 City Council meeting (the “Agreement”) for the City of Flagstaff Montalvo STEM Education Community Center Project (the “Project”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Flagstaff, an Arizona municipal corporation (“City”), and Loven Contracting, Inc, an Arizona corporation (“Design-Builder”).

The Parties to the Agreement, hereby agree to the following First Amendment:

- A. The *Table of Contents* and exhibits referenced in the Agreement are amended to include a document entitled “Exhibit D – Fee Schedule”.
- B. Pursuant to Article 5 – Contract Price, Section 5.3, Exhibit D – Fee Schedule is amended to include Design Build GMP #1 (Design Phase Services) dated March 17, 2025, 11 pages.
- C. Design-Builder’s GMP #1 (Design Phase Services) portion of the Project shall total **four hundred nine thousand, three hundred ninety-five dollars and sixty-five cents (\$409,395.65)**.
- D. The total Contract Price for the complete performance of work under the Agreement and other subsequent amendments, as amended by this First Amendment, shall remain **three million, one hundred thousand dollars and zero cents (\$3,100,000.00)**.
- E. All other provisions of the Agreement and other subsequent amendments shall remain unchanged in full force and effect.

***(Signatures on Following Page)***

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above. This First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**City of Flagstaff**

**Loven Contracting, Inc.**

By: \_\_\_\_\_  
Greg Clifton, City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT D – FEE SCHEDULE**

March 17, 2025

Mr. Scott Overton  
Director of Public Works  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001

**RE: City of Flagstaff Montalvo STEM Center Design Build GMP #1 (Design Phase Services)**

Dear Mr. Overton,

Loven Contracting, Inc is the Design-Builder for the City of Flagstaff's Montalvo Stem Center. The following is the Guaranteed Maximum Price (GMP) #1. This GMP is an amendment to the Design-Build Agreement between Loven Contracting, Inc and the City of Flagstaff (the agreement has not been executed as of the date of this GMP).

GMP #1 includes design (architecture and civil engineering) and preconstruction services (project coordination and cost estimating). Subsequent GMP (s) will include procurement, demolition and construction. In the following pages, please find the scope of services to be provided by Loven Contracting within GMP #1.

**Basis of GMP:**

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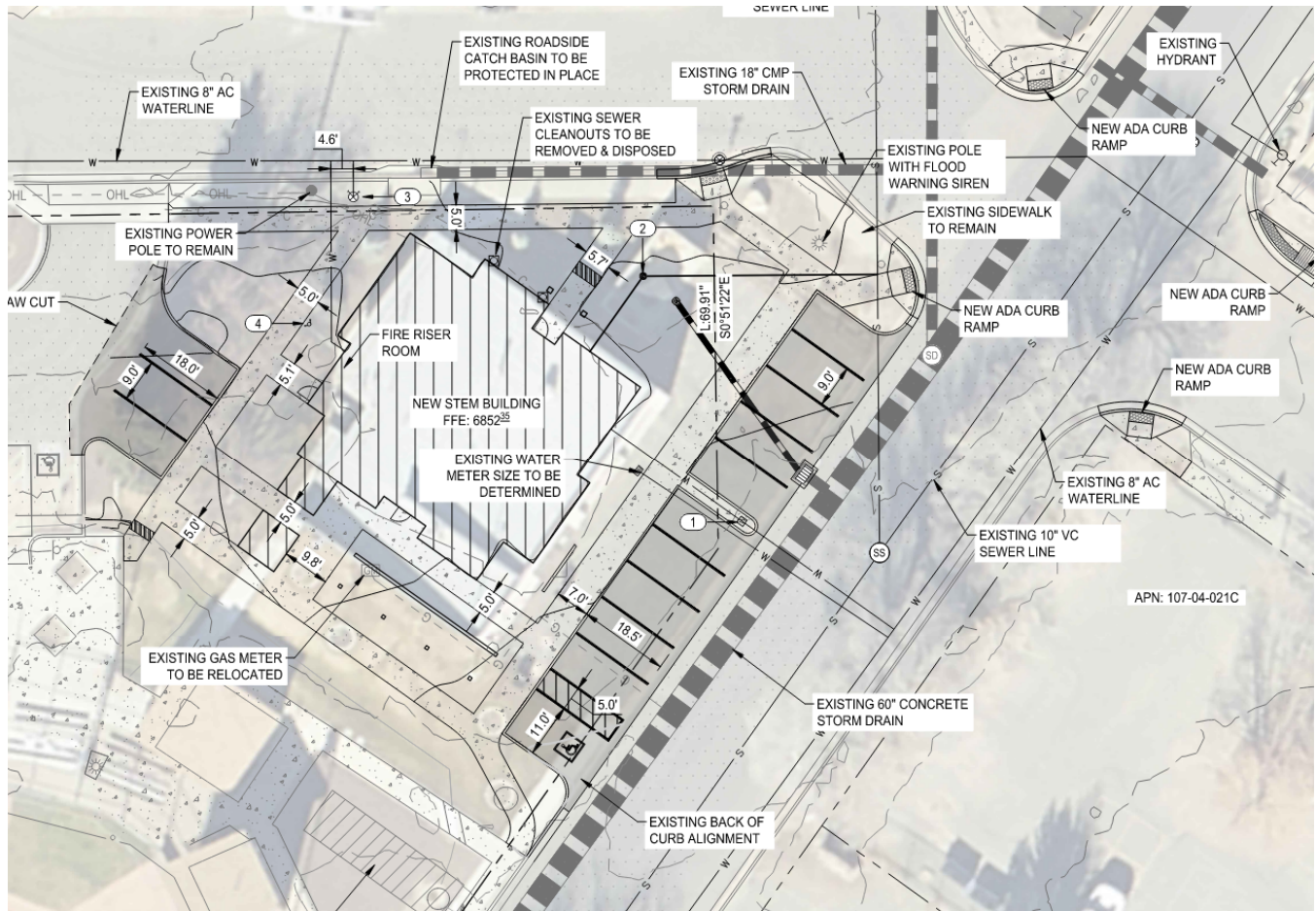
COF has previously developed preliminary concept plans (dated January 23, 2024) for the Montalvo STEM project and including the following:

1. Concept Site Plan - Noted on page 2 of this proposal. Concept site plan approved by COF June 7, 2024 (Project No. PZ-23-00162-02).

It is understood that these initial plans convey COF project intent, the COF has approved them, and they are to be used for progressing the design. It should be noted that the completed project, while potentially resembling these initial plans, may vary based on:

1. Building codes and zoning ordinances
2. Changes by COF during the programming efforts (i.e., changes in spatial relationships, services, etc.)
3. Budgetary and supply chain constraints

**Concept Site Plan:**



**Concept Building Plan:**



## Project Understanding:

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The Owner (COF) intends to design and construct a STEM Educational Community Center in the Sunnyside neighborhood in Flagstaff. This project will replace an existing abandoned COF Fire Station, which will be demolished. The construction of the project will be a 1 story building of approximately 2,945 SF. It is the intention of COF will be to create a “flexible space” that will be adaptable to contemplated uses and uses that may change over time.

The proposed building will be Type II construction utilizing, wood, or steel framing, load bearing masonry or a combination thereof. The building will conform to the COF entitlement process (prior site plan approval granted) and all applicable codes. The proposed building is intended to provide an example of COF’s commitment to STEM education and climate action. As such, the City’s Sustainable Building resolution will provide a framework for the design of the building. By example, this will include “all electric, emissions-neutral operations and following Coconino County’s Sustainable building guidelines, final accreditation, submission or fees are not included.

## Design Process:

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Further definition of the project understanding, scope and deliverables is as follows:

1. Lovén Contracting and HDR Architects have partnered for a Design+Build (D+B) delivery method of the Montalvo STEM Design. The team will advance the design from the completed programming/planning phase and complete the next stages including Conceptual Design/Schematic Design (30%), Design Development (DD) 60%, and Construction Documents (CD) 100%. The Design/Build process will include finalizing the project scope including all supportive actions and infrastructure required to provide the requested completed plan sets for construction and permitting. Supporting requirements include mechanical, electrical, plumbing, structural, civil, landscaping, FFE coordination, equipment coordination, regulatory review, and logistics. Lovén will also provide coordination of all franchise utilities. This phase is referred to as the ‘Design Phase’.
2. The next step of the Design Phase process will include kickoff of the Schematic Design and will include constructability reviews and establishing the cost model. Upon completion of the CD plans, a final construction GMP will be provided, and the project will be submitted to the City of Flagstaff for permit review and approval. Including the following sequence and inclusions:
  - a. **Schematic Design (30%)**
    - i. Confirmation of the existing concept plan and verification to move to next steps of design.
    - ii. Develop and review City of Flagstaff entitlements and submission process for submission of concept plans has been previously completed.
    - iii. Include attendance of 4 biweekly stakeholder meetings with various focus groups to solicit staff input. Incorporate feedback into the design as directed.
    - iv. Develop conceptual renderings of site and floor plans as well as building elevation have been previously completed and will be used for basis of design and programming.
    - v. Prepare presentation material for City of Flagstaff stakeholder meetings.

**b. Design Development (60%)**

- i. Develop design development documents and specifications based on approved schematic design plans and budget.
- ii. Develop and reconcile design development revisions with baseline project budget estimate and constructability review.
- iii. Develop drawings of mechanical, electrical, and plumbing systems, i.e., equipment sizing and locations, fixture locations, and panel diagram.

**c. Construction Document Development (100%)**

- i. Develop construction documents and specifications based on approved design development documents and budget.
- ii. Develop drawings of mechanical, electrical, and plumbing systems, i.e., equipment sizing and locations, fixture locations, and panel diagram.
- iii. Finalize and seal construction documents to submit to agencies having jurisdiction for approval and provide any revisions to plans for resubmission.

**d. Construction Administration-** will be included withing the project Part B Construction GMP and is not included within these current design services.

**Design Services and Deliverables:**

Loven Contracting + HDR Design Architects will include the following as part of our GMP1 Design Build package:

1. **Project Management:** Coordination with the Owner, User Groups, Design/Consultant team, Subcontractors, and COF support services to finalize the Owner’s criteria, and execute GMP 1 Design services. Bi-weekly meetings with detailed meeting minutes. Includes a design schedule detailing milestones and delivery dates. Site plan and program coordination will include development and coordination with COF and users to ensure all goals and expectations are met. Includes coordination with COF and subconsultants to ensure City of Flagstaff requirements and expectations are met and accounted for.

Project management will be inclusive of two site investigation visits to verify and confirm existing site conditions. The project team will coordinate all State of Arizona and local submittals as required.

Utility coordination with City of Flagstaff water, sewer, reclaimed water, streetlights, and franchise utilities such as Lumen, Unisource Gas (verify infrastructure) and APS.

Preferred vendors will be engaged for procurement planning and management and procurement conditions will be analyzed with the project schedule to identify any conflicts for which early procurement should be considered.

2. **Architectural:** Coordination with the project team to develop the Owner’s Criteria and scope for design development including virtual attendance to bi-weekly design meetings. Code review and integration before submitting to the City of Flagstaff. Reference to the attached proposal from HDR Architects for additional design scope detail. Includes one “minor” concept revision after submission to Client.
  - a. **Design Site Visits:**
    - i. 1 design meeting for final finish review-1 team member
    - ii. No site visits for community engagement. Loven Contracting and City of Flagstaff will provide oversight for initial review of previously developed concept plan. If a subsequent meeting is required City of Flagstaff will conduct and report back to Design Team.
3. **Sustainability Verification:** Architect and MEP engineers will develop criteria for sustainable requirements. The final deliverable will include energy modeling, daylight analysis, water use analysis, product specifications and scorecard tracking to meet LEED Silver expectations. Does not include submitting documentation or certification of sustainability requirements. Final certifications or submission are not included.
4. **Structural:** Coordination with the project team to develop the Owner’s criteria and preliminary scope, virtual attendance to bi-weekly meetings to review the existing conditions and provision of structural drawings for the project renovations and new equipment. Also includes structural review to verify options for salvaging the mural wall. The final deliverable will include building structure verification, calculations and layout plans.
5. **Civil:** Coordination with the project team to develop the Owner’s criteria and preliminary scope to CDs. Includes virtual attendance at bi-weekly meetings. The final deliverable will include a building site plan, topographic survey, concept and boundary plan, drainage and landscape plan.
6. **Landscaping :** Includes completion by Morning Dew Landscaping to complete previous submitted landscape plan and provide to Civil engineer to incorporate into plans. Includes virtual attendance at bi-weekly meetings.
7. **Mechanical, Plumbing and Electrical Engineering:** Coordination with the project team to develop the Owner’s criteria and verification of scope, includes virtual attendance to bi-weekly meetings. Includes review of the existing mechanical, plumbing and electrical systems and identifying revisions required for the renovation. Includes documents and coordination that will indicate calculations, locations, routing, equipment, infrastructure, and plan set specifications for incorporation to project. Deliverables will include SD, DD, and CD mechanical, plumbing, and electrical plans.

8. **I.T. Design:** Coordination with COF preferred vendor for the design of voice, data, and cable TV with the project team to develop the Owner’s criteria and scope. Deliverable will be IT locations noted on the plans and coordination with input from the COF IT department/team. It is assumed that the preferred vendor will provide input and equipment for the final design of such systems.
9. **Equipment Planning:** Not included within these services.
10. **Cost Estimating:**
  - a. **Budgeting Services**
    - i. **Cost Model (30% Plan Milestone):**
      1. Provide cost model based on Architect 30% milestone plans and narratives  
The final deliverable will be a conceptual estimate utilizing quantities, and unit costs with selective input from trade partners.
    - ii. **Cost Estimate(60% Plan Milestone):**
      1. Provide cost estimate based on Architect 60% milestone plans and specifications. Cost estimate will utilize quantities, and unit costs with selective input from trade partners.
    - iii. **Cost Estimate (100% Plan Milestone):**
      1. Provide cost estimate based on Architect 90% milestone plans and specifications. The cost estimate will utilize trade partner, supplier, and vendor input with selective quantity and unit cost.
    - iii. **Deliverable:** Cost estimate including budget narrative and delineation of costs.
  - b. **Construction GMP(s)**
    - i. **GMP 1- Design Build Design Development Proposal**
      1. Items included within this proposal are considered GMP 1.
    - ii. **GMP 2- Early Sitework Civil and Early Procurement (Abatement, Demolition, Electrical)**
      1. Upon approval of the 60% plans and cost model, provide GMP 2. GMP 2 will be based upon 100% final civil plans and 60% Architectural and MEP plans. GMP 2 will include site improvements, demolition, make safe and abatement, and MEP & Long Lead early procurement. GMP 2 will be inclusive of overall project cost with subsequent funding breakdowns for GMP 2 deliverable.
    - iii. **GMP 3- Final Civil and Building**
      1. Upon approval of the final construction documents, provide GMP 3. GMP 3 will include the remaining construction scope and costs not included in GMP 2, including supplier and subcontractor solicitation and qualification.

Includes budget verification incorporating comments received during the permitting process. GMP will be inclusive of overall project cost with subsequent funding breakdowns. Deliverable will include GMP 3 document.

\*Upon development and Owner's approval of the Concept, DD, and CD Design documents, Loven Contracting will provide budget for COF review. Upon completion and approval of the CD budget, this will be utilized as a final GMP.

11. **Trade Partner Design Assist:** Not included within these services.
12. **Hazardous Materials Testing:** Complete hazardous materials testing for friable materials at interior and exterior of building with maximum sample count of 60. Final deliverable will be a complete report of friable materials identified.
13. **Offsite Utility Coordination:** Support owner with coordination of offsite utilities. Utility fees are not included, and contractor will provide documentation of coordination meetings with utility companies.
14. **Private Utility Locating:** Includes an allowance of \$11,000.00 for private utilities locating and PDF markup of locations.
15. **Fire Flow Test:** will include verification of water flow at one fire hydrant to provide data for fire suppression system.
16. **Geotechnical Services:** Geotechnical Engineering services are included as an allowance for Potholing and boring two holes for the proposed project, utilize existing information provided as baseline of final report
17. **Permit Fees:** The City of Flagstaff Building Entitlement and Concept Review Fees shall be paid by owner.
18. **Design Schedule:** The design is scheduled for a duration of **47 weeks**. Please note this schedule could be affected by variables beyond the design teams' control, such as user input timeframes, approvals, sign off time frames, agency review time frames, etc., Schedule included as Attachment "C".
19. **Community Engagement:** Not included within these services, the City of Flagstaff will complete the engagement of community based on previously provided concept plans. Loven Contracting will partake in meeting and take meeting minutes. Reproductions or input from HDR Architects are not included. We have include \$650.00 for any reproduction of concept renderings for the meeting.

20. **Trade Partner Assistance:** is not included within these design services.

**The following are assumptions and clarifications used in the development of this proposal. These services can be provided. If requested, Loven Contracting + HDR will provide a proposal:**

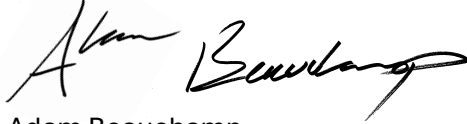
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1. Any work not specifically stated above.
2. Bonds are not included (design only).
3. Construction phase mock-ups are not included within these services.
4. Topographic survey, Aerial photography, offsite improvements, traffic impact analysis, natural resource protection plan,
5. Fire sprinkler design, assumed will be a deferred submittal by selected trade partner
6. Furniture design and signage and wayfinding to be furnished by Owner.
7. Fire Alarm, Access Control or Data and Communication Design Services. To be coordinated with COF preferred vendors.
8. Equipment Design, Cost Estimating or procurement services are not included.
9. Archeological survey and monitoring fees are not included.
10. Mock-up or elevation renderings are not included.
11. Acoustical design or analysis are not included.
12. Utility Infrastructure updates, design, or services fees are not included.
13. Commissioning services can be provided within final construction GMP if requested.
14. City of Flagstaff sales tax, not required for Pre-Construction services
15. Alta Surveys or NEPA requirements are not included, additional cost may be incurred if alternative requirements are needed.
16. Construction Administration or oversight, as it will be included within GMP 3.
17. 3<sup>rd</sup> party or trade partner BIM modeling.
18. Life cycle or maintenance cost development.
19. Dark Sky permits.
20. Photovoltaic Panel Design or BMS System Designs.
21. Exclusions included within the attached consultant proposal (Attachment B- includes Hubbard Merrell wall verification cost).
22. Terms of the design build agreement shall include revisions as agreed to by the City of Flagstaff and Loven Contracting, Inc.
23. Construction costs will be determined during the design/preconstruction phase. The adequacy of the City's budget to provide the scope of services will be determined during preconstruction. Loven Contracting, Inc and HDR will work with the City to deliver the project within their stated budget, but it is understood that cost reduction exercises may be required to align project costs and scope. Loven Contracting and HDR make no guarantee the stated budget matches the requested scope.

Loven Contracting appreciates the opportunity to respectfully submit this Project Development Design Services-GMP1 proposal for review with proposed design development **cost of \$409,392.65** as illustrated in Attachment "A".

We appreciate the opportunity to provide this proposal.

Thank you,



Adam Beauchamp  
Project Manager

**Cost Breakdown (attachment A):**



PROJECT NAME:	Montalvo Stern Center
PROJECT NUMBER:	24-317-01
LAST UPDATED:	2025.03.03
OWNER(S):	City of Flagstaff

**ATTACHMENT A Design Development Cost Breakdown.**

DIVISION 00-PRE-CONSTRUCTION			
DIVISION PHASE CODE	CATEGORY DESCRIPTION	NOTES/SCOPE	PART A- Design
002300	Architectural and Engineering		\$ 300,770.00
002301	Mural Wall Structural Verification		\$ 3,500.00
002302	Civil and Landscape Design		
002303	Sustainability and Energy Modeling		\$ -
002304	Geotech Testing		\$ 5,900.00
002401	Pre-Con Project Executive		\$ -
002402	Pre-Con Senior Project Manager		\$ -
002403	Director of Preconstruction		\$ 8,662.00
002404	Preconstruction Project Manager		\$ 26,670.00
002405	Pre-Con Assitant Estimator		\$ -
002406	Pre-Con Superintendent		\$ 3,392.00
002500	Pre-Con Electronic Media		\$ 1,500.00
003121	Reimbursibles		\$ 2,500.00
003122	Permit Requirements (No Construction Permit)	By COF	\$ -
003125	Utilities Locating		\$ 11,000.00
003126	Trade Partner Assistance		\$ -
003127	Fire Flow Test		\$ 650.00
003132	Community Engagement		\$ 650.00
<b>00-Pre-Construction Total</b>			<b>\$ 365,194.00</b>

DIVISION 02 - EXISTING CONDITIONS			
DIVISION PHASE CODE	CATEGORY DESCRIPTION	NOTES/SCOPE	PART A- Design
022623	Hazardous Materials Assessment		\$ 2,400.00
<b>02-Existing Conditions Total</b>			

ESTIMATE SUMMARY			
			PART A- Design
Subtotal			\$ 367,594.00
Insurance	1.50%		\$ 5,513.91
Overhead	4.50%		\$ 16,789.86
CM Fee	5.00%		\$ 19,494.89
<b>PART A Design Development Total</b>			<b>\$ 409,392.65</b>