

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** (this “Amendment”) is made and entered into as of the Effective Date (as defined below) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **PERKINS EASTMAN ARCHITECTS, D.P.C.**, a New York entity, whose address is 115 5<sup>th</sup> Avenue, FL 3, New York, NY 10003-1004 (the “Consultant” and referred to herein, together with the City, as the “Parties”).

### WITNESSETH:

**WHEREAS**, the Parties entered into that certain Architectural & Engineering Design Services Agreement, dated March 29, 2023, as amended by the Amendatory Agreement, dated June 6, 2025, relating to certain professional services to be provided by the Consultant to the City (the “Agreement”); and

**WHEREAS**, the Parties now wish to amend the Agreement to modify the Scope of Work add addition time to the term, and increase the Maximum Contract Amount.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Scope of Work. The “Scope of Work” for the Project shall be revised in the manner described in the document attached to this Amendment as **Exhibit A-2**. For all purposes under the Agreement, all references to **Exhibit A** shall be deemed to refer to **Exhibit A** as amended by **Exhibit A-2**.

2. Maximum Contract Amount.

A. Fee for Basic Services. Section 3.01 of the Agreement is hereby amended to read as follows:

**3.01 Fee for Basic Services**. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **NINE MILLION FIVE HUNDRED TWELVE THOUSAND NINE HUNDRED EIGHTY-EIGHT AND NO/100 Dollars (\$9,512,988.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

B. Reimbursable Expenses. Section 3.02 of the Agreement is hereby amended to read as follows:

**3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in **Exhibit A** and **Exhibit A-1** or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **FOUR HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED FIFTY AND NO/100 Dollars (\$433,650.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

C. Additional Services. Section 3.03 of the Agreement is hereby amended to read as follows:

**3.03 Additional Services.** If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **ONE MILLION SEVENTY-TWO THOUSAND AND NO/100 Dollars (\$1,072,000.00)**.

D. Maximum Contract Amount. Section 3.05(a) of the Agreement is hereby amended to read as follows:

(a) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **ELEVEN MILLION EIGHTEEN THOUSAND SIX HUNDRED THIRTY-EIGHT AND NO/100 Dollars (\$11,018,638.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A** and in **Exhibit A-2**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under this Agreement.

3. Term. The first sentence of Section 4.01 of the Agreement is hereby amended to read as follows:

**4.01 Term.** The term of this Agreement shall commence on March 29, 2023, and expire on June 3, 2028, unless sooner terminated or extended on the terms set forth herein.

4. Ratification. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

5. Effectiveness. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council. As used herein, the “Effective Date” shall mean the date set forth on the signature page for the City.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** DOTI-202683273-02 [202266192-02]  
**Contractor Name:** PERKINS EASTMAN ARCHITECTS DPC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

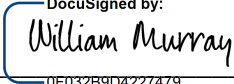
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202683273-02 [202266192-02]  
PERKINS EASTMAN ARCHITECTS DPC

By:   
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Name: William Murray  
(please print)

Title: Principal  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



# EXHIBIT A-2

February 12, 2026

Perkins Eastman Architects DPC  
Attn: William Murray  
115 5<sup>th</sup> Avenue  
New York, NY 10003-1004

Re: Contract No. 202266192-00  
Design Services Agreement – Loretto Heights Theater Campus  
Amendment 2

Dear Bill:

Following coordination discussions, the City is authorizing the following changes to the subject contract:

- **Extended Arrival Plaza Design and CA** per PE ASR Extended Arrival Plaza.R4, dated 2/6/26
- **Parking Garage Design and CA** per PE ASR Parking Garage.R3, dated 2/6/26
- **Theatre Renovation Add Services** per PE ASR dated 2/10/2026

due to the evolved project needs and as outlined in the attached proposed Additional Service Requests and subconsultant proposals.

Perkins Eastman has provided a not to exceed fee and hourly personnel rates in the attached letters, both for subconsultants and associated administrative time by Perkins Eastman.

In addition to these costs submitted by Perkins Eastman, the project is also including 5% Add Services Contingency to the contract value as well as incorporating the current Theater Scope Design Contingency previously held outside of the Contract, at \$395,000.

The total change to the contract value is an increase of \$3,157,676.00; broken out below:

**Budget Impact**

The additional fees to the contract budget is as follows:

Arrival Plaza	\$620,969.00
<i>Includes reimbursable costs of \$35,150.00</i>	
Add Services – Contingency (5%)	\$31,000.00
Parking Garage	2,014,707.00
<i>Includes reimbursable costs of \$115,000.00</i>	
Add Services – Contingency (5%)	\$96,000.00
Theater Design Contingency	\$395,000.00
	<hr/>
	\$3,157,676.00

In addition to expanded Contract capacity, this Amendment extends the total duration of the contract to June 3, 2028 in

**City and County of Denver Department of Transportation & Infrastructure**  
Infrastructure Project Management - Interagency  
201 W. Colfax Avenue, Dept. 506 | Denver, CO 80202  
[www.denvergov.org/dotj](http://www.denvergov.org/dotj)  
Phone: 720-913-1311



order to capture the additional design and construction durations required for the added scope.

Sincerely,

Hannah Hagener, Sr Project Manager  
Department of Transportation & Infrastructure | IPM – Infrastructure

Reviewed by: Manager

Attachments:

- Perkins Eastman Arrival Plaza R4 Letter dated 2/6/2026
- Perkins Eastman Parking Garage R3 Letter dated 2/6/2026
- Perkins Eastman Theatre Renovation Add Services Letter dated 2/10/2026

cc: Micaela Martinze, Sonya Lester

# PERKINS — EASTMAN

## EXHIBIT A

### REVISED SCOPE OF SERVICES: **EXTENDED ARRIVAL PLAZA.R4**

Loretto Heights Theatre Renovation  
PE #98110

November 20, 2025 (Rev. 2/6/2026)

As requested, please find attached proposal for additional services related to the extended arrival plaza at the historical entry for the Loretto Heights Theatre complex. The re-envisioning of this area will create a dynamic, welcoming gathering space for the Theatre, as well as for the future redevelopment of the library building and surrounding campus buildings. The design will enhance the arrival experience and cohesively integrate into the extended, shared campus and community connections.

This design will address:

1. The North ADA Pedestrian Theater Access, Shared-Use Plaza and Campus Vehicular Fire and Emergency Route
2. Extension of the Fire and Emergency Route to serve Loretto Heights Administration Building
3. Loretto Administration Building South Face Site Improvements and
4. Pancratia Street Interface and Drop-off

This additional services proposal will amend the design team's fee in accordance with the rates, terms and conditions of our current contract for the Loretto Heights Theatre.

Scope of Services:

1. Based on the updated conceptual design of this shared plaza area presented by our landscape architect in June of this year, the design team will develop and document this area for inclusion as an amendment to the submitted SDP package, permit and GMP set. The fees and anticipated schedule include:
  - a. Confirmation of Concept Design Scope – 2 weeks
  - b. SD/DD Package – 2.5 months – 100% Deliverable
  - c. Construction Documentation and SDP Addendum – 4 months – 100% Deliverable
  - d. Bidding / Construction Administration – 12 months
  - e. DD Presentation to DAV/Westside
  - f. Regular Weekly Check-ins/Review with DAV/DOTI

Exclusions:

1. Site Retaining wall design shall be delegated design by contractor.

# PERKINS — EASTMAN

Below is a summary of the additional fees:

## Additional Requested Fees

Architectural: Perkins Eastman	\$341,972
Civil: San Engineering	\$54,420
Structural: Martin/Martin	\$6,500
Mechanical/Electrical: ME Engineers	\$37,460
Landscape Architecture: DIG	\$61,600
Lighting: Clanton	\$28,650
Cost Estimating: RLB	\$32,850
Signage: Studio SC	\$5,940
Accessibility: Jensen Hughes	\$9,500
PE Administration	\$6,557
<b>TOTAL ADDITIONAL FEE:</b>	<b>\$585,819.00</b>
<b>Additional Reimbursables:</b>	<b>\$35,150.00</b>
<b>Add Services (5%):</b>	<b>\$31,000.00</b>

## Additional expenses of the Consultant reimbursable by the City shall include (per contract):

1. Actual cost of reproduction of drawings and specifications requested by the City as part of the design process.
2. Travel/transportation costs including airfare, transportation to and from airport, rental car, hotel, and three meals per day.
3. Shipping costs associated with design tasks including USPS, FED EX, UPS, or other shipping companies required to transport physical models and drawings for the development of the work.
4. Estimated Breakdown for Additional Reimbursables: \$35,150.00
  - Design Trips (5 trips / 2 staff) = \$10,000.00
  - Utility Exploration = \$10,150.00
  - Reproduction & Shipping = \$5,000.00
  - Plan Check / SDP Review = \$10,000.00

We look forward to next steps on this project and making improvements that will give back to the community and provide the foundation to continuing Loretto Heights Theatre Campus's growth and success.

Please let me know if you require anything else.

Best Regards,



William Murray, FAIA, NCARB  
Managing Principal  
Arts and Culture Practice Leader

# PERKINS — EASTMAN

EXHIBIT A

REVISED SCOPE OF SERVICES: **PARKING GARAGE.R3**

Loretto Heights Theatre Renovation  
 PE #98110

November 20, 2025 (Rev. 2/6/2026)

As requested, please find attached proposal for additional services for the design and construction administration services for a new parking garage structure to service the renovated Loretto Heights Theatre building. Based on an estimated \$15-\$19 million project cost, this project will include the complete redesign of the previous Schematic Design parking structure from February 1, 2024, with a reduced parking count. Fehr & Peers will be updating their previous mobility study from July 22, 2022, and mobility compliance letter from May 9, 2025 to inform updated traffic consideration.

This project will be a standalone parking garage located at 3001 South Federal Boulevard, Denver, Colorado and is anticipated to be a single deck over an on-grade level. The design will enhance the arrival experience to the Theater and tie into the campus and community connections. This additional services proposal will amend the design team’s fee in accordance with the hourly rates, terms and conditions of our current contract for the Loretto Heights Theatre.

**Scope of Services:**

- Conceptual/Schematic Design – 2 Months – 100% Deliverable
- Design Development – 3 Months – 100% Deliverable
- Construction Documentation and SDP Addendum 6 months – 100% Deliverable
- Bidding / Permitting /Construction Administration – 24 months
- Regular Weekly Check-ins/Review with DAV/DOTI

**Below is a summary of the additional fees:**

Architectural: Perkins Eastman	\$1,131,900
Civil: San Engineering	\$107,730
Structural: Martin/Martin	\$128,000
MEP: ME Engineers	\$227,070
Parking Consultants: Walker	\$46,000
Landscape: DIG	\$18,900
Lighting: Clanton	\$24,575
Cost Estimating: RLB	\$58,208
Traffic: Fehr & Peers	\$50,600
Fire Protection/Life Safety: Terp	\$15,000
Below Grade Waterproofing:	\$19,100
Vertical Transportation: Lerch Bates	\$9,800
Signage: Studio SC	\$36,300
Accessibility: Jensen Hughes	\$12,000
PE Administration	\$14,524
<b>TOTAL ADDITIONAL FEE:</b>	<b>\$1,899,707</b>
<b>Additional Reimbursables:</b>	<b>\$115,000.00</b>
<b>Add Services (5%):</b>	<b>\$96,000.00</b>



**Additional expenses of the Consultant reimbursable by the City shall include (per contract):**

1. Actual cost of reproduction of drawings and specifications requested by the City as part of the design process.
2. Travel/transportation costs including airfare, transportation to and from airport, rental car, hotel, and three meals per day.
3. Shipping costs associated with design tasks including USPS, FED EX, UPS, or other shipping companies required to transport physical models and drawings for the development of the work.
4. Estimated Breakdown for Additional Reimbursables: \$115,000.00
  - Design Trips (8 trips / 3 staff) = \$24,000.00
  - CA Trips (24 trips / 2 staff) = \$48,000.00
  - Reproduction & Shipping = \$18,000.00
  - Plan Check fee: Based on \$19M construction cost = Estimated at this time at \$35,000.00

We look forward to next steps on this project and making improvements that will give back to the community and provide the foundation to continuing Loretto Heights Theatre Campus's growth and success.

Please let me know if you require anything else.

Best Regards,

A handwritten signature in black ink, appearing to read "William Murray".

William Murray, FAIA, NCARB  
Managing Principal  
Arts and Culture Practice Leader

CC: File, Sonya Lester

# PERKINS — EASTMAN

EXHIBIT A

REVISED SCOPE OF SERVICES: **Design Add Services**

Loretto Heights Theatre Renovation  
PE #98110

February 10, 2026

As part of our contract with the City of Denver for the Loretto Heights Theatre Renovation, we understand the City of Denver will be adding additional funds to our Contract for Additional Design Services.

**Additional Fees: \$395,000.00**

This additional services proposal will amend the design team's fee in accordance with the rates, terms and conditions of our current contract for the Loretto Heights Theatre.

We look forward to next steps on this project and making improvements that will give back to the community and provide the foundation to continuing Loretto Heights Theatre Campus's growth and success.

Please let me know if you require anything else.

Best Regards,



William Murray, FAIA, NCARB  
Managing Principal  
Arts and Culture Practice Leader

CC: File, Sonya Lester