

AMENDATORY AGREEMENT

THIS 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 5th 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 relating to certain 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 and decrease 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-1**. For all purposes under the Agreement, all references to **Exhibit A** shall be deemed to refer to **Exhibit A** as amended by **Exhibit A-1**.

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 **SEVEN MILLION TWENTY-SEVEN THOUSAND FOUR HUNDRED SIXTY TWO AND NO/100 Dollars (\$7,027,462.00)**, 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 **TWO HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$283,500.00)** 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. Maximum Contract Amount. Section 3.05(a) of the Agreement is hereby amended to read as follows:

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN MILLION EIGHT HUNDRED SIXTY THOUSAND NINE HUNDRED SIXTY-TWO AND NO/100 Dollars (\$7,860,962.00)** (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-1**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.

3. Insurance. The second sentence of Section 5.07(a) of the Agreement shall be amended to read as follows:

Contractor shall keep the required insurance coverage in full force at all times during the term of this Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination or expiration of this Agreement.

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:
Contractor Name:

DOTI-202477314-01 [202266192-01]
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

DOTI-202477314-01 [202266192-01]
PERKINS EASTMAN ARCHITECTS DPC

By: _____

DocuSigned by:

William Murray

0F032B9D4227479...

Name: william Murray

(please print)

Title: Principal

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)



EXHIBIT A – Addendum

REVISED SCOPE OF SERVICES

May 29, 2024 *Revised 11/1/2024*

Through on-going collaboration between the DAV, DOTI and the Design Team, a phased approach to the implementation of improvements at the Loretto Heights Theater Campus has been developed over the course of the Pre-Design and Schematic Design Phases and deliverables provided to identify costs and scope of improvements.

In determining the final budget for the Phase 1, bond-approved Theatre Renovation scope of work, the City and DAV have requested a revised scope of services proposal from the Design Team, based on this specific scope of work. This revised scope of work includes:

Task 2: Modernization and renovation of the existing Theatre, Connector and site improvements as outlined in the original scope of services to meet a construction budget of \$43 million, and a total project cost of \$60 million. The future phases for improvements to the Library building and parking garage, have been deferred to a future phase with separate funding.

In revising the fee structure, we have recommended the following:

- 1. Request for reallocated fees: The design team would like to request the following adjustments based on unanticipated time required for scope and budget alignment, changes in schedule, and changes in scope:
 - A. The original Concepts schedule was estimated to be 2 months. The community and public outreach and planning efforts were more intensive and engaging than planned, which pushed the schedule out to 5 months. We have unbilled hours that we would request for.
Amount: \$95,851
 - B. The extended schedule of Schematic Design due to cost/budget alignment (from 3- 4 months) and currently Design Development (anticipated 4 to 5 months) has also resulted in additional labor and man-hours that we would request fees to cover:
Amount: \$125,000
- 2. Task 2: Fees for Improvements to Theater/Surface Parking have been adjusted to reflect an overall construction budget of \$43M, with no adjustment to the completed SD phase fees. This adjustment results in a slight increase of \$8,750 to account for the currently approved scope of work for the basic consultants and landscape architecture fees.
Amount: \$9,188
- 3. Task 3: Fees for improvements to the library building from DD – CA will be removed.
Amount: (-) \$1,906,005

Below is a summary of the original fees, the revised fees, and amount to be given back to the Owner’s budget.

Original Fee:

Tasks 1& 2: Masterplan & Theater/Parking:	\$6,205,955	(\$283,500 reimbursables)
Task 3: Add Alternate Library:	\$2,097,349	(\$143,000 reimbursables)
Total:	\$8,303,304	(\$426,500 reimbursables)

Page 2 of 2

Revised Fee (Based on Revised Budget):

Tasks 1 & 2: Masterplan & Theater/Parking:	\$6,472,267	(\$283,500 reimbursables)
Task 3: Add Alternate Library:	\$ 334,344	
Subtotal Total:	\$6,806,611	(\$283,500 reimbursables)
Requested Adjustments:	\$ 220,851	
Adjusted TOTAL:	\$7,027,462	(\$283,500 reimbursables)

TOTAL Reduction: **\$1,275,842** (PE Fee + reimb consultants)
\$143,000 (reimbursable expense)

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, John Graham, Sonya Lester