

## THIRD AMENDATORY AGREEMENT

**THIS THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver” or the “City”) and **LABORATORY CORPORATION OF AMERICA**, a Delaware corporation, with its principal place of business located at 7777 Forest LN, Ste. C-350, Dallas, TX 75230 (the “Laboratory”, and collectively “the Parties”).

1. The Parties entered into an agreement dated July 16, 2012, an Amendatory Agreement dated June 6, 2013, and a Second Amendatory Agreement dated October 13, 2015 (the “Agreement”) concerning laboratory services for the City and County of Denver and the Denver Sheriff Department.

2. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

3. The Agreement is amended as follows:

a) Paragraph 4 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“4. **TERM**: The Agreement will commence on July 1, 2012 and will expire on June 30, 2017 (the “Term”).”

b) Paragraph 5 sections (a) and (d)(1) of the Agreement entitled “**FEE**” and “**MAXIMUM CONTRACT AMOUNT**” are hereby amended to read as follows:

“5. **COMPENSATION AND PAYMENT**:

a. **Fee**: The City shall pay and the Laboratory shall accept as the sole compensation for services rendered and costs incurred under the Agreement **FIVE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS AND 00/100 (\$528,000.00)**. Amounts billed may not exceed the rates set forth in **Exhibit B**.

d. **Maximum Contract Amount**:

(1) Notwithstanding any provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS AND 00/100 (\$528,000.00)** (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 Laboratory beyond that specifically described in **Exhibit A and A-1**. Any services performed beyond those in **Exhibit A and A-1** are performed at Laboratory’s risk and without authorization under the Agreement.”

4. Except as amended, this Agreement is affirmed and ratified in each and every particular.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** SHERF-201204771-03

**Contractor Name:** Laboratory Corporation of America

By: Pat Gilbreth

Name: Patricia Gilbreth  
(please print)

Title: Controller  
(please print)

**ATTEST: [if required]**

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

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

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

