

## THIRD AMENDMENT TO SERVICES AGREEMENT

**THIS THIRD AMENDMENT TO SERVICES AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SOMALOGIC, INC.**, a Delaware corporation with its principal place of business at 2945 Wilderness Place, Boulder, CO 80301 (“SomaLogic”), each individually a “Party” and collectively (the “Parties”).

### WITNESSETH:

**WHEREAS**, the City and SomaLogic entered into a services agreement (the “Agreement”) dated April 15, 2008 and amended on June 30, 2009 and on December 29, 2009, relating to certain services to develop a method to specifically capture spermatozoa from mixed sexual assault evidence and allow for the amplification of separated male DNA as well as DNA from the recovered non-sperm cell fraction and to work in conjunction with the Denver Police Department (Crime Laboratory Bureau) to perform these services; and

**WHEREAS**, the Agreement, expired by its terms on March 31, 2011; and

**WHEREAS**, rather than enter into a new contract the Parties wish to revive, and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement to extend the term, increase the compensation to SomaLogic, and update other contract language as follows; and

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

1. Article 3 of the Agreement entitled “**Term**” is amended to read as follows:

“3. **TERM**: This Agreement is effective as of November 1, 2007 (the “Effective Date”) and will expire on June 30, 2012 (the “Term”). Subject to the Chief’s prior written authorization, SomaLogic shall complete any work still in progress as of the expiration date, and the Term of the Agreement will extend until the work is completed.”

2. Articles 4(a) and of the Agreement entitled “**Fee**” and 4(c)(i) entitled “**Maximum Contract Amount**” is amended to read as follows:

“4. **Compensation and Payment**:

A. **Fee**: SomaLogic’s sole compensation for the Services rendered and costs incurred under the Agreement is **SEVEN HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED NINETY EIGHT DOLLARS AND NO**

**CENTS (\$744,498.00)** and amounts billed may not exceed the rates set forth in **Exhibit B** and **Exhibit B-1** (attached hereto and forming a part hereof). All of SomaLogic's reimbursable expenses are included in the rates provided in **Exhibit B** and **Exhibit B-1**.

**C. MAXIMUM CONTRACT AMOUNT:**

**i.** Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED NINETY EIGHT DOLLARS AND NO CENTS (\$744,498.00)** (the "Maximum Contract Amount"). Neither the City or SomaLogic is obligated to execute an Agreement or any amendments for any further services, including any additional services to be performed by SomaLogic beyond those specifically described in **Exhibit A** and **Exhibit A-1**. Any services performed beyond those set forth in Exhibit A and Exhibit A-1 are performed at SomaLogic's risk and without authorization under this Agreement."

**3.** Article 20 of the Agreement entitled "**PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM SERVICE UNDER THE AGREEMENT**" is hereby amended to read as follows:

**"20. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

**a.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

**b.** SomaLogic certifies that:

**(1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

**(2)** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**c.** SomaLogic also agrees and represents that:

**(1)** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**(2)** It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to SomaLogic that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**(3)** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

**(4)** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program

including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. SomaLogic is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.”

4. A new paragraph numbered 40 is hereby added to the Agreement reading as follows:

**40. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

SomaLogic consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. This Third Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

6. Except as herein amended, this Third Agreement affirmed and ratified in each and every particular.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

**Vendor Name:**

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: GE72294

Vendor Name: SOMALOGIC INC

By: Scott Kethlow

Name: Scott Kethlow  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

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

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

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

