

FOURTH AMENDMENT TO CONTRACT

THIS FOURTH AMENDMENT TO CONTRACT, is made and entered into as of the date stated on the signature page (“Effective Date”), by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and ASKREPLY, INC., a corporation organized and existing under and by virtue of the laws of the State of Arizona, doing business as B2GNow, and authorized to do business in Colorado, (“Contractor”), Party of the Second Part:

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport (“DEN” or the “Airport”); and

WHEREAS, the City and Contractor entered into a written Contract dated December 19, 2006 which was amended on December 11, 2007, August 5, 2008 and October 18, 2010 (“Existing Contract”), for the services of an Application Service Provider to support the certification and contract compliance functions of Denver’s Division of Small Business Opportunity and the prevailing wage compliance activities of Denver’s Auditor, with necessary project management, training, technical and customer support, maintenance and upgrade services and software implementation, licensing and consulting services; and

WHEREAS, the City now wishes to add additional funds to the Existing Contract with this Fourth Amendment; and

WHEREAS, Contractor is willing and able to perform the Work;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Article 5, “MAXIMUM CONTRACT LIABILITY” of the Existing Contract, is hereby entirely deleted and replaced with the following:
 5. MAXIMUM CONTACT LIABILITY. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the sum of One Million One Hundred Twenty Two Thousand Three Hundred Sixty Two Dollars (\$1,122,362.00). The City’s Maximum Contract Liability may only be increased by amendment to this Agreement.
2. Except as modified by this Fourth Amendment, all of the terms and conditions of the Existing Contract shall remain in full force and effect.
3. This Fourth Amendment to Existing Contract shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

Contract Control Number: PLANE-CE61401-04

Contractor Name: ASK REPLY INC

By: Frank Begalke

Name: Frank Begalke
(please print)

Title: Chief Operating Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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 _____

