

## FIRST AMENDATORY AGREEMENT

**THIS FIRST AMENDATORY AGREEMENT** is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **B2GNOW/ASKREPLY INC.**, a corporation organized under the laws of the State of Arizona and authorized to do business in Colorado (the "Contractor" or "B2G"), Party of the Second Part;

### WITNESSETH

**WHEREAS**, the parties entered into an Agreement dated May 11, 2017 (the "Existing Agreement") in which the Contractor agreed to provide design, implementation, hosting and prevailing wage compliance systems including software (including upgrades) for various City and County of Denver departments including the Division of Small Business, the prevailing wage compliance activities the Auditor, and the Department of Aviation; and

**WHEREAS**, the parties desire to amend the Existing Agreement by including additional software features in the Agreement that will help automate the uploading and entering of Denver International Airport revenue totals using the B2G software eliminating the manual upload of revenue numbers which will increase efficiency by eliminating mistakes; and

**WHEREAS**, the parties desire to amend the Existing Agreement to increase the Maximum Liability in order to implement the additional software features; and

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

1. **ARTICLE IV COMPENSATION AND PAYMENT** Section A Maximum Contract Liability of the Existing Agreement, is hereby amended and restated to read as follows:

**"A. Maximum Contract Liability.** Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of Eight Hundred Forty One Thousand Nine-Hundred Dollars and Zero Cents (\$841,900.00) ("Maximum Contract Liability") which amount includes all reimbursable and other expenses, except as otherwise specifically herein provided by the Consultant which have been approved by the City. "

2. **Exhibit B "Statement of Work"** is hereby amended with the addition of the following:

"B2G to provide DBSO with a file format to facilitate the automated uploading and entering of Denver International Airport (DEN) revenue totals for concessions into B2G monthly. B2G will install the appropriate modules into the B2G application to facilitate the file

upload, including providing access to a secure FTP site where the upload file will be delivered and received. B2G will support DEN DSBO with the implementation of the new process, and will monitor the SFTP site. B2G will notify the DEN DSBO staff with the status of the monthly upload. This implementation will only be used by DEN DSBO. The cost of this service shall carry a one-time implementation cost of Five Thousand Nine Hundred Fifty Dollars and No Cents (\$5,950.00) with an annual recurring cost of One Thousand Dollars and No Cents (\$1,000.00) per year shall be paid subject to all terms and conditions of the Agreement.”

3. Except as otherwise provided herein, all of the terms and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.

4. This First Amendatory Agreement shall not be effective or binding on the City until fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

Contract Control Number: PLANE-201631814-01

Contractor Name: B2GNow/AskReply, Inc.

By: Frank Begalle

Name: Frank Begalle  
(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 \_\_\_\_\_

