

**THIRD AMENDMENT  
SERVER MIGRATION AND MAINTENANCE SERVICES  
PUBLIC BUILDING COMMISSION  
CONTRACT NUMBER PS1996**

**THIS THIRD AMENDMENT AGREEMENT** is made and entered into as of the 12<sup>th</sup> day of December 2017, shall be deemed as forming a part of the Agreement for Server Migration and Maintenance Services ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **Synapse Networks** ("Consultant") effective January 1, 2018 with the like operation and effect as if the same were incorporated therein.

**WITNESSETH:**

**WHEREAS**, the Commission and Consultant have heretofore entered into an Agreement on the 12<sup>th</sup> day of November 2013, wherein the Consultant is to provide Server Migration and Maintenance Services the Commission beginning January 1, 2014; and

**WHEREAS**, the Commission and Consultant now desire to amend the Agreement to extend the term of the Agreement;

**NOW THEREFORE**, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto mutually agree to amend the Agreement as hereinafter set forth.

It is agreed by and between the parties hereto that the sole modification of, changes in and amendments to the Agreement pursuant to this Amendment are as follows:

**TERMS**

1. **Recitals**  
**THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THE AMENDMENT AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.**
2. **Scope of Services – Schedule B**  
Schedule B is deleted in its entirety and is replaced with the attached Schedule B.
3. **Cost of Services – Schedule C**  
Schedule C is deleted in its entirety and is replaced with the following:

**SCHEDULE C  
Compensation of the Consultant  
Server Migration and Integration Services**

- C.1 CONSULTANT'S FEE**
- C.1.1 The Commission shall pay the consultant for the satisfactory performance of the Services as follows:
- C.1.1.1 At the rate of \$3,400 per month for IT Support and services as described in Schedule B; and
- C.1.1.2 A sum not to exceed \$3,000.00 per month for Cloud Hosting Services. The Commission may compensate the Consultant for a sum over \$3,000.00 only if prior approval from the Commission has been obtained.
- C.1.2 Consultant's Fee will include typical overhead and related expenses involved in provide remote and onsite support, including without limitation, office, rent administrative salaries, insurance and personnel costs of Consultant for each staff member such as driving to and from PBC job sites or meetings, cell phone and computer usage, vehicles, mileage, taxicab fares, parking, tolls,

insurance, marketing and any other cost incurred. Consultant understands and agrees that its employees or contractors will not receive any benefits that the Commission may provide for its employees.

- C.1.3 Consultant will not purchase any additional hardware, software, or services without first obtaining the written approval of the Commission. The Commission shall compensate the Consultant for Reimbursable Expenses that are approved in writing by the Commission PRIOR to being incurred.

## **C.2 METHOD OF PAYMENT**

- C.2.1 **Invoices.** The Consultant will submit an invoice(s), through CW, or Commission approved process, to the Commission for Services performed. Consultant will be paid on a monthly basis, provided the Consultant has performed Services to the reasonable satisfaction of the Commission.
- C.2.2 **Payment.** Payment will be processed within thirty (30) days after Commission received an acceptable invoice from the Consultant

## **4. Term**

This Amendment exercises the option to extend the term of the Agreement through December 31, 2019 and to increase the maximum compensation of the agreement by \$150,000.00 for a total maximum compensation not to exceed \$600,000.00.

Execution of this Amendment by the Consultant is duly authorized by the Consultant and the signature(s) of each person signing on behalf of the Consultant have been made with the complete and full authority to commit the Consultant to all terms and conditions of this Amendment.

All capitalized terms not defined herein shall have the meaning ascribed to them in the agreement. Except as and to the extent that the terms of the Agreement are amended and modified herein, all terms of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 3.

ATTEST:

PUBLIC BUILDING COMMISSION  
OF CHICAGO

BY: Rahm Emanuel

Mayor Rahm Emanuel  
Chairman

Date: \_\_\_\_\_

BY: Loti Ann Lypson

Loti Ann Lypson  
Secretary

Date: 3/7/18

CONSULTANT

Synapse Networks

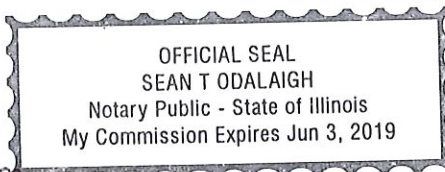
By: Stu...

Date: 02/05/2018

Subscribed and sworn to me this

5<sup>th</sup> day of FEBRUARY 2018.

[Signature]  
Notary Public



My Commission expires: JUNE 3, 2019

(Seal of Notary)

Approved as to form and legality

Anne G. Fredel  
Neal & Leroy, LLC

Date: 2-28-2017

## SCHEDULE B



Synapse Networks  
1802 W Berneau Ave STE 205  
Chicago IL 60613  
Tel: 773-871-1466

### Addendum B

The agreement will encompass ongoing IT support and proactive monitoring of the PBC's hosted application infrastructure through the Microsoft Azure cloud service utility.

The scope of work will encompass Infrastructure management and monitoring in the Azure environment, end user support including application support and end user connectivity, and ongoing project management and oversight.

#### Infrastructure support:

- Ongoing Monitoring (Virtual Machine and OS level) of the Azure environment
- Backend Application Layer support (Windows Server, Active Directory, Citrix, SQL Server, SSL VPN client access)
- Network Configuration and management
- Server Administration tasks
- Monthly Proactive Scheduled Maintenance
- Remote access controls including Point-to-Site connectivity and Site-to-Site IPsec connectivity in conjunction with City of Chicago technical staff
- Performance and Service monitoring
- OS Patching
- Ongoing Security oversight and software firewall and event Log Monitoring
- Management and monitoring of Offsite Backup (to AWS cloud)
- Escalation to Microsoft Azure support team for above issues as needed
- Infrastructure support for OVS Access database (does not include software or programming modifications to the OVS database)
- Review billing and work to optimize environment to meet the dynamic needs of the PBC

## SCHEDULE B, Addendum B



### End user support to PBC staff and associated subcontractors

- Employee onboarding and offboarding
- Password resets
- Connection issues
- Application layer support
- Initial training and support for new cloud environment and remote connectivity

### Project Management:

- Ongoing management of the project scheduling and reporting to the PBC
- Regular (quarterly) meetings with PBC staff
- Monthly cost and usage reviews and discussions on environment sizing and performance. This includes discussions on Azure resource usage (Virtual Machines, memory, storage, CPU) and review trade offs of cost versus application performance and functionality, to match PBC's evolving needs.
- Monthly report generation, internal staff reviews