

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

**THIS FIFTH AMENDMENT AGREEMENT** is made and entered into as of the 15<sup>th</sup> day of February 2022, 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, 2014 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, and 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. **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:

C1.1.1 At the rate of \$1,100.00 per month for IT Support and services as described in Schedule B (as incorporated per by Amendment Agreement 3, dated December 12, 2017). The Commission may compensate the Consultant for a sum over \$1,100.00 only if prior approval from the Commission has been obtained; and

C.1.1.2 A sum not to exceed \$1,600.00 per month for Cloud Hosting Services. The Commission may compensate the Consultant for a sum over \$1,600.00 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 E-Builder, 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

**3.**

**Term**

Schedule A, **Paragraph 6. a. TERM** is hereby repealed, and replaced with the following:

Schedule A, Terms and Conditions, Paragraph **6. a. TERM** The term of this agreement begins on the Effective Date above, and, subject to the provisions in this section, continues through the Commission's final acceptance of any outstanding Project Deliverables.

There is no change to Schedule A, Terms and Conditions, **Paragraph 6. b.** Termination for Cause.

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. 5.

ATTEST:

PUBLIC BUILDING COMMISSION  
OF CHICAGO

BY: *Lori E. Lightfoot*  
Mayor Lori E. Lightfoot  
Chairman

BY: *Carina E. Sanchez*  
Carina E. Sanchez  
Secretary

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

Synapse Networks

CONSULTANT

By: *Stuart Brainerd*  
STUART BRAINERD  
PRESIDENT

Date: 3/25/2022

Subscribed and sworn to me this

25 day of March 2022

*Ryan J. Studzinski*  
Notary Public



My Commission expires: 11/22/2025

(  
Seal of Notary)

Approved as to form and legality

*Anne L. Fred*  
Neal & Leroy, LLC

Date: 3/29/2022