

CITY OF CREST HILL
CITY CENTER

Change Order

Date: 9/13/2022
Project: Crest Hill City Center

Contractor: Techlife

Change Order #: 1

Description: Work Outlined Below has been previously approved by Crest Hill (K. Wilkins) and the following is to reconfirm total revised contract scope and amount based on current records for the following various disciplines:

- * Security Consulting Services: \$17,264.00
- * Video Management Systems: \$105,813.00
- * Security Camera Systems: \$192,284.00
- * Access Control Systems: \$122,959.50
- * IT & Networking Services: \$163,737.21

Take Note that the Current Contract shown below reflects approved Contracts to date, but the current amount figured within the project budget is \$442,720.30 which means the budget adjustment would be \$159,337.41 in lieu of the shown amount below to the overall project budget for this line item.

Note: See Attached RCO / Proposals

Original Contract:	\$ 109,552.50
Previous Change Orders:	\$ -
Contract Total Prior to this CO:	\$ 109,552.50
New Change Order Amount:	\$ 492,505.21
New Contract Amount:	<u>\$ 602,057.71</u>

Approved:

Administrator Date

Shawn Thompson - Project Manager Date

Sub-Contractor Date

Dan Skiera - Superintendent Date



Consulting Agreement

City of Crest Hill

1610 Plainfield Rd, Crest Hill, IL 60403

June 3, 2022



Customer

Company Name:	City of Crest Hill
Address:	1610 Plainfield Rd, Crest Hill, IL 60403
Primary Contact:	Timothy Stinnett
Email:	tstinnett@cityofcresthill.com

Provider

Company Name:	Techlife LLC
Address:	410 Warrenville Road
Primary Contact:	Jaime Serrano
Phone Number:	773-569-3929

Business Requirements

Client has requested Techlife to provide consultation services on various topics for the new building. Techlife has agreed to provide consulting services at an hourly rate.

Description of Work

Techlife will be providing consulting services for the following:

- IT and Networking
- Video Management System
- Security Cameras
- Access Control

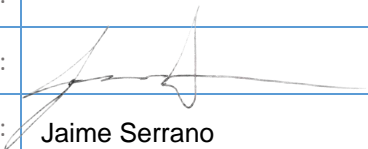


Payment Terms

Service	Pricing	Quantity (Hours)	Total
Consultation	\$30	130.75	\$15,690
Insurance	\$1,574		\$1,574
		TOTAL:	\$17,264

By City of Crest Hill signing the below, City of Crest Hill confirms their acceptance of the description of work to be performed and the Terms and Conditions set forth in this proposal and gives the ability to proceed with the work described.

Signatures

Client Signature:	
Client Full Name:	
Date Signed:	
Techlife Signature:	
Techlife Full Name:	Jaime Serrano
Date Signed:	06/03/2022



Legal Disclaimers

1. Insurance, Indemnification and Limitation of Liability

- A. **Disclaimers.** Since Client will have exclusive control over the use of equipment and systems being repaired and maintained hereunder, Client shall be solely responsible for the proper use, protection, and supervision thereof.

Any internet web browsing or downloading by Client of any programs, software, content, materials, data, or other information from the internet or otherwise obtained through the products and services Techlife provides is done at Client's own discretion, risk, and responsibility, and Client will be solely responsible for any damage to their computer system or any systems to which Client is linked, as well as the loss of any data or information that results from web browsing or downloads.

Techlife disclaims responsibility for any and all loss, damages, or liability from Client's use of the products and services we provide or that are provided by any of our vendors, suppliers, affiliates, or other third parties linked to Techlife (provided that the cause of the loss, damages, or liability is not Techlife's negligence or willful misconduct), for any damages whatsoever, no matter of what kind or nature resulting from and including, but not limited to:

- I. The loss of information or data
- II. Business interruption, loss of revenue, or profits
- III. Loss or liability resulting from access interruptions or delays
- IV. Natural disasters and acts of God
- V. Loss or liability from unauthorized use or misuse of Client password and identifier
- VI. Loss or liability resulting from errors, omissions, or misstatements of any and all information and content provided in the products or services provided by Techlife or arising out of the use or inability to use the products or services we provide.

- B. **Limitation of Liability.** Except for claims of negligence, willful misconduct, indemnification obligation, or where Techlife holds insurance that would satisfy a claim, Client agrees that Techlife's total cumulative liability under this Agreement will be limited to fees paid or payable by Client to Techlife in a 12-month period. Except as provided on this Agreement, Techlife shall have no other responsibility or liability with respect to the equipment and systems being repaired, serviced, maintained, or any of the maintenance service supplied hereunder.

Client's total cumulative liability under this Agreement is limited to fees paid to Techlife in the 12 months preceding the claim.

- C. **Indemnification.** Techlife agrees to defend, indemnify, and hold Client harmless from and against any claims, losses, or damages, arising out of or related to Techlife's (or its employees') actual or alleged negligence, willful misconduct, violation of law or breach of the confidentiality obligations contained in this Agreement.
- D. **Insurance.** Techlife agrees to carry insurance at all times while this Agreement is in effect of the types and in the amounts listed below. All policies must name Client as an additional insured.

- I. Commercial general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence, including non-owned auto, cross liability and severability of interest clause;
- II. Worker's compensation insurance or any alternative plan or coverage as required by applicable law;
- III. Technology Error and Omissions liability insurance covering the liability for financial loss due to error, omission, or negligence of the Techlife as described in this Agreement with a minimum amount of \$1,000,000; and
- IV. Crime insurance policy covering employee dishonesty and computer fraud for loss arising out of or in connection with fraudulent or dishonest acts committed by Techlife's employees, as well as employees of Techlife's acting alone or in collusion with others, in a minimum amount of \$1,000,000 per loss with evidence of third-party coverage.



2. Termination

Client may terminate this Agreement at any time with or without cause by providing Techlife with at least 60 days advance written notice. Techlife may terminate this Agreement with or without cause by giving Client at least sixty (60) days written notice. In the event of termination by either party, Client will pay Techlife for all services remaining up to 'End Date' listed in the 'Agreement Terms'. This includes but is not limited to, purchase orders and other agreements with outside vendors and suppliers which cannot be cancelled, as well as other Client-approved obligations which cannot be cancelled. Such reimbursement shall be due and payable immediately upon Client's receipt of Techlife's invoices. If Techlife elects to terminate the agreement, they shall reimburse the Client at a pro-rated amount from the date of termination up until the next billing period.

3. Confidentiality / Security / Background Checks

- A. **Confidentiality:** Techlife agrees (i) not to disclose any confidential information it receives from Client to any third party without Client's express written consent, (ii) to only use such confidential information for the purpose it is received, and (iii) to limit the sharing of such confidential information within Techlife's organization to Techlife agents who have a "need to know" the information and are under appropriate contractual non-disclosure obligations. "Confidential Information" means any non-public information Client shares with Techlife in connection with this Agreement, but not including information that (i) becomes public through no breach of this Agreement by Techlife, (ii) Techlife receives from a third party not bound to a confidentiality obligation to the source of that information, or (iii) Techlife develops or knew before Client disclosed the information to Techlife.
- B. **Information Security:** To the extent Techlife handles Client confidential information, it must have in place a comprehensive set of information security policies consistent with industry standards (an "Information Security Policy"). The Information Security Policy will act as the rules for dealing with Client's Confidential Information and include appropriate administrative, technological and physical safeguards to: (i) protect against threats to the security or integrity of Client's Confidential Information, including unauthorized use, access or disclosure; (ii) ensure a consistent level of protection for Client's Confidential Information during both normal operations and extraordinary circumstances, such as when Techlife's is operating under its business continuity or disaster recovery plan; (iii) ensure prudent access levels that limit access to Client's Confidential Information to those with a "need to know"; and (iv) ensure the secure disposal of Client's Confidential Information (i.e., physically and virtually irrecoverable).
- C. **Background Checks:** Techlife must (a) ensure criminal record checks ("CRC") are completed on each its employees or Techlife employees that perform services for Client (collectively, "Personnel") in every jurisdiction (state, county, province, country, as applicable) that the Techlife Personnel has resided in during the seven years prior to the date of the CRC, unless Client agrees otherwise, and (b) ensure that Techlife's Personnel have not been convicted of, placed in a pre-trial diversion program, or accepted responsibility (e.g., through a plea bargain) for any crime involving fraud, theft, dishonesty, breach of trust or a violent act.

4. Techlife Representations and Warranties

Techlife represents and warrants that:

- A. it has all requisite power and authority to own and operate its business and properties and to carry on its business in the manner now being conducted;
- B. it is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;
- C. the Services and Products it supplies will conform to any requirements, drawings, or documentation Techlife provides, or that are agreed by the parties, and any written representations relating to operation, functionality, or performance Techlife provides, or that are agreed by the parties
- D. it, and its employees will have all skills, qualifications, expertise, and experience necessary to provide the Services in an efficient, cost-effective manner,
- E. there is no outstanding litigation or other dispute to which Techlife is a party that, if decided against Techlife, may have a material adverse effect on Techlife's ability to comply with the obligations contained in this Agreement;
- F. it will provide Services in accordance with professional standards and in a workmanlike manner;
- G. when providing Services to Client, it will comply with all statutes, laws, regulations, by-laws, ordinances, orders, and requirements of any public authority having jurisdiction over either Client or Techlife, as the context requires.



Miscellaneous

- A. **Subcontracting:** Techlife will obtain approval in writing from Client, who may withhold approval unreasonably, before it uses any subcontractors to provide the Services under this Agreement. Techlife will cause all approved subcontractors to comply with Techlife's obligations under this Agreement. Techlife will be responsible for the performance of all subcontractors. Techlife's agreement with an approved subcontractor will incorporate Techlife's obligations under this Agreement.
- B. **Relationship:** These Terms document a non-exclusive arrangement between the parties. In performing any Services, the Techlife is an independent contractor to Client. These Terms do not create an employer-employee relationship between Techlife and Client or any of Techlife's Personnel and Client.
- C. **Entire Agreement:** These Terms are the entire agreement between the parties. If Techlife proposes other terms, they will not bind Client.
- D. **Amendment:** These Terms may only be amended in writing when signed by the parties.
- E. **Governing Law:** The laws of Illinois govern all disputes arising out of or related to this Agreement without regard to Illinois' rules on conflicts of law and the parties submit to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois.
- F. **Assignment and Change of Control:** Techlife may not assign this Agreement without Client's written consent, which may be unreasonably withheld. Any purported assignment without Client's written consent is null and void. Any change in the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Techlife (whether through the ownership of securities, by contract or otherwise) is deemed to be an assignment of this Agreement and will be subject to this section.
- G. **Waiver:** Any delay or failure by either party to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy. Either party can waive a specific right or remedy in writing. Any waiver will be effective only in the specific instance and for the purpose for which it is given.
- H. **Publicity and Marketing:** Techlife must not refer to this Agreement or use Client's or its affiliates' name, trademarks, or personnel contact information in any advertisement, publication, or marketing communications, unless Client consents in writing.
- I. **Binding Effect:** These Terms bind the parties and their successors and permitted assigns; "successors" includes any corporation resulting from the amalgamation of any party with any other corporation.
- J. **Survival:** Sections 9 (Insurance, Indemnification and Limitation of Liability), 11 (Confidentiality / Security), 14(e) (Governing Law) and 14(h) (Publicity and Marketing), and any other provisions of this Agreement that by their nature operate past the end of this Agreement, survive termination or expiration of this Agreement.



Video Management System

City of Crest Hill

1610 Plainfield Rd, Crest Hill, IL 60403

June 3, 2022



Customer

Company Name:	City of Crest Hill
Address:	1610 Plainfield Rd, Crest Hill, IL 60403
Primary Contact:	Timothy Stinnett
Email:	tstinnett@cityofcresthill.com

Provider

Company Name:	Techlife LLC
Address:	410 Warrenville Road
Primary Contact:	Jaime Serrano
Phone Number:	773-569-3929

Business Requirements

Client has requested Techlife to procure, install, and configure the new Video Management System provided by Milestone.

Description of Work

Techlife has agreed to perform the following tasks:

- Design overall system with high performance, high availability, and scalability.
- Procure all server hardware
- Procure all software
 - Milestone software licenses
 - Milestone warranties
 - HPE server Warranties
- Build, install, and configure 4 HPE servers
 - Milestone Recording
 - Milestone Recording Failover
 - Milestone Management
 - Milestone Mobile
- Configure all security cameras into system
- Setup security groups and permissions
- Custom programming per Police Department requests.
- Provide initial training

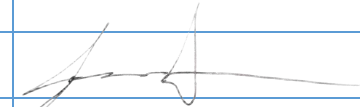


Payment Terms

Service	Price
Server HPE Hardware	\$70,080
Server HPE Warranty	\$12,752
Server Build & Configuration Services	\$15,000
Milestone XProtect Corporate Base License	\$3,183
Milestone XProtect Corporate Warranty	\$798
Milestone Training	\$4,000
TOTAL	\$105,813.00

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Signatures

Client Signature:	
Client Full Name:	
Date Signed:	
Techlife Signature:	
Techlife Full Name:	Jaime Serrano
Date Signed:	06/03/2022



Legal Disclaimers

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- I. The loss of information or data
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- D. it, and its employees will have all skills, qualifications, expertise, and experience necessary to provide the Services in an efficient, cost-effective manner,
- E. there is no outstanding litigation or other dispute to which Techlife is a party that, if decided against Techlife, may have a material adverse effect on Techlife's ability to comply with the obligations contained in this Agreement;
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Miscellaneous

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- F. **Assignment and Change of Control:** Techlife may not assign this Agreement without Client's written consent, which may be unreasonably withheld. Any purported assignment without Client's written consent is null and void. Any change in the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Techlife (whether through the ownership of securities, by contract or otherwise) is deemed to be an assignment of this Agreement and will be subject to this section.
- G. **Waiver:** Any delay or failure by either party to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy. Either party can waive a specific right or remedy in writing. Any waiver will be effective only in the specific instance and for the purpose for which it is given.
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Security Camera System

City of Crest Hill

1610 Plainfield Rd, Crest Hill, IL 60403

June 3, 2022



Customer

Company Name:	City of Crest Hill
Address:	1610 Plainfield Rd, Crest Hill, IL 60403
Primary Contact:	Timothy Stinnett
Email:	tstinnett@cityofcresthill.com

Provider

Company Name:	Techlife LLC
Address:	410 Warrenville Road
Primary Contact:	Jaime Serrano
Phone Number:	773-569-3929

Business Requirements

Client has requested Techlife to procure, install, and configure Axis 91 security cameras for the new City Center.

Description of Work

Techlife has agreed to perform the following tasks:

- Design camera topology.
- Procure Axis camera hardware and related equipment.
- Camera installation and positioning.
- Camera software configuration.




Payment Terms

Service	Price
Security Cameras and Mounting Hardware	\$102,725
Security Camera Installation	\$27,900
Security Camera Configuration	\$23,250
Security Camera Milestone XProtect License + Warranty	\$38,409
TOTAL	\$192,284

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Signatures

Client Signature:	
Client Full Name:	
Date Signed:	
Techlife Signature:	
Techlife Full Name:	Jaime Serrano
Date Signed:	6/3/2022



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- C. **Background Checks:** Techlife must (a) ensure criminal record checks ("CRC") are completed on each its employees or Techlife employees that perform services for Client (collectively, "Personnel") in every jurisdiction (state, county, province, country, as applicable) that the Techlife Personnel has resided in during the seven years prior to the date of the CRC, unless Client agrees otherwise, and (b) ensure that Techlife's Personnel have not been convicted of, placed in a pre-trial diversion program, or accepted responsibility (e.g., through a plea bargain) for any crime involving fraud, theft, dishonesty, breach of trust or a violent act.

4. Techlife Representations and Warranties

Techlife represents and warrants that:

- A. it has all requisite power and authority to own and operate its business and properties and to carry on its business in the manner now being conducted;
- B. it is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;
- C. the Services and Products it supplies will conform to any requirements, drawings, or documentation Techlife provides, or that are agreed by the parties, and any written representations relating to operation, functionality, or performance Techlife provides, or that are agreed by the parties
- D. it, and its employees will have all skills, qualifications, expertise, and experience necessary to provide the Services in an efficient, cost-effective manner,
- E. there is no outstanding litigation or other dispute to which Techlife is a party that, if decided against Techlife, may have a material adverse effect on Techlife's ability to comply with the obligations contained in this Agreement;
- F. it will provide Services in accordance with professional standards and in a workmanlike manner;
- G. when providing Services to Client, it will comply with all statutes, laws, regulations, by-laws, ordinances, orders, and requirements of any public authority having jurisdiction over either Client or Techlife, as the context requires.



Miscellaneous

- A. **Subcontracting:** Techlife will obtain approval in writing from Client, who may withhold approval unreasonably, before it uses any subcontractors to provide the Services under this Agreement. Techlife will cause all approved subcontractors to comply with Techlife's obligations under this Agreement. Techlife will be responsible for the performance of all subcontractors. Techlife's agreement with an approved subcontractor will incorporate Techlife's obligations under this Agreement.
- B. **Relationship:** These Terms document a non-exclusive arrangement between the parties. In performing any Services, the Techlife is an independent contractor to Client. These Terms do not create an employer-employee relationship between Techlife and Client or any of Techlife's Personnel and Client.
- C. **Entire Agreement:** These Terms are the entire agreement between the parties. If Techlife proposes other terms, they will not bind Client.
- D. **Amendment:** These Terms may only be amended in writing when signed by the parties.
- E. **Governing Law:** The laws of Illinois govern all disputes arising out of or related to this Agreement without regard to Illinois' rules on conflicts of law and the parties submit to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois.
- F. **Assignment and Change of Control:** Techlife may not assign this Agreement without Client's written consent, which may be unreasonably withheld. Any purported assignment without Client's written consent is null and void. Any change in the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Techlife (whether through the ownership of securities, by contract or otherwise) is deemed to be an assignment of this Agreement and will be subject to this section.
- G. **Waiver:** Any delay or failure by either party to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy. Either party can waive a specific right or remedy in writing. Any waiver will be effective only in the specific instance and for the purpose for which it is given.
- H. **Publicity and Marketing:** Techlife must not refer to this Agreement or use Client's or its affiliates' name, trademarks, or personnel contact information in any advertisement, publication, or marketing communications, unless Client consents in writing.
- I. **Binding Effect:** These Terms bind the parties and their successors and permitted assigns; "successors" includes any corporation resulting from the amalgamation of any party with any other corporation.
- J. **Survival:** Sections 9 (Insurance, Indemnification and Limitation of Liability), 11 (Confidentiality / Security), 14(e) (Governing Law) and 14(h) (Publicity and Marketing), and any other provisions of this Agreement that by their nature operate past the end of this Agreement, survive termination or expiration of this Agreement.



Access Control Systems

City of Crest Hill

1610 Plainfield Rd, Crest Hill, IL 60403

June 3, 2022



Customer

Company Name:	City of Crest Hill
Address:	1610 Plainfield Rd, Crest Hill, IL 60403
Primary Contact:	Timothy Stinnett
Email:	tstinnett@cityofcresthill.com

Provider

Company Name:	Techlife LLC
Address:	410 Warrenville Road
Primary Contact:	Jaime Serrano
Phone Number:	773-569-3929

Business Requirements

Client has requested Techlife to procure, install, and configure door access control systems for the new City Center. Techlife will also be assisting in integrating the detention system.

Description of Work

Techlife has agreed to perform the following tasks:

- Design access control system.
- Procure door hardware and related access control equipment.
- Door hardware installation.
- Procure access control software.
 - DNA Fusion management software
 - Milestone integration software
- Build, install, and configure servers
 - Primary access control server
 - Failover access control server
- Setup security groups and permissions.
- Program access controllers.
- Custom programming per Police Department requests.
- Provide initial training.
- Integrate access control into Milestone.




Payment Terms

Service	Price
Server HPE Hardware	\$10,940
Server HPE Warranty	\$6,236
Server Build & Configuration Services	\$7,500
Access Control Hardware	\$44,879
Access Control Software	\$7,717.50
Door Access Hardware Installation	\$33,687
Access Control Configuration	\$12,000
TOTAL	\$122,959.50

By City of Crest Hill signing the below, City of Crest Hill confirms their acceptance of the description of work to be performed and the Terms and Conditions set forth in this proposal and gives the ability to proceed with the work described.

Signatures

Client Signature:	
Client Full Name:	
Date Signed:	
Techlife Signature:	
Techlife Full Name:	Jaime Serrano
Date Signed:	06/03/2022



Legal Disclaimers

1. Insurance, Indemnification and Limitation of Liability

- A. **Disclaimers.** Since Client will have exclusive control over the use of equipment and systems being repaired and maintained hereunder, Client shall be solely responsible for the proper use, protection, and supervision thereof.

Any internet web browsing or downloading by Client of any programs, software, content, materials, data, or other information from the internet or otherwise obtained through the products and services Techlife provides is done at Client's own discretion, risk, and responsibility, and Client will be solely responsible for any damage to their computer system or any systems to which Client is linked, as well as the loss of any data or information that results from web browsing or downloads.

Techlife disclaims responsibility for any and all loss, damages, or liability from Client's use of the products and services we provide or that are provided by any of our vendors, suppliers, affiliates, or other third parties linked to Techlife (provided that the cause of the loss, damages, or liability is not Techlife's negligence or willful misconduct), for any damages whatsoever, no matter of what kind or nature resulting from and including, but not limited to:

- I. The loss of information or data
- II. Business interruption, loss of revenue, or profits
- III. Loss or liability resulting from access interruptions or delays
- IV. Natural disasters and acts of God
- V. Loss or liability from unauthorized use or misuse of Client password and identifier
- VI. Loss or liability resulting from errors, omissions, or misstatements of any and all information and content provided in the products or services provided by Techlife or arising out of the use or inability to use the products or services we provide.

- B. **Limitation of Liability.** Except for claims of negligence, willful misconduct, indemnification obligation, or where Techlife holds insurance that would satisfy a claim, Client agrees that Techlife's total cumulative liability under this Agreement will be limited to fees paid or payable by Client to Techlife in a 12-month period. Except as provided on this Agreement, Techlife shall have no other responsibility or liability with respect to the equipment and systems being repaired, serviced, maintained, or any of the maintenance service supplied hereunder.

Client's total cumulative liability under this Agreement is limited to fees paid to Techlife in the 12 months preceding the claim.

- C. **Indemnification.** Techlife agrees to defend, indemnify, and hold Client harmless from and against any claims, losses, or damages, arising out of or related to Techlife's (or its employees') actual or alleged negligence, willful misconduct, violation of law or breach of the confidentiality obligations contained in this Agreement.
- D. **Insurance.** Techlife agrees to carry insurance at all times while this Agreement is in effect of the types and in the amounts listed below. All policies must name Client as an additional insured.

- I. Commercial general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence, including non-owned auto, cross liability and severability of interest clause;
- II. Worker's compensation insurance or any alternative plan or coverage as required by applicable law;
- III. Technology Error and Omissions liability insurance covering the liability for financial loss due to error, omission, or negligence of the Techlife as described in this Agreement with a minimum amount of \$1,000,000; and
- IV. Crime insurance policy covering employee dishonesty and computer fraud for loss arising out of or in connection with fraudulent or dishonest acts committed by Techlife's employees, as well as employees of Techlife's acting alone or in collusion with others, in a minimum amount of \$1,000,000 per loss with evidence of third-party coverage.



2. Termination

Client may terminate this Agreement at any time with or without cause by providing Techlife with at least 60 days advance written notice. Techlife may terminate this Agreement with or without cause by giving Client at least sixty (60) days written notice. In the event of termination by either party, Client will pay Techlife for all services remaining up to 'End Date' listed in the 'Agreement Terms'. This includes but is not limited to, purchase orders and other agreements with outside vendors and suppliers which cannot be cancelled, as well as other Client-approved obligations which cannot be cancelled. Such reimbursement shall be due and payable immediately upon Client's receipt of Techlife's invoices. If Techlife elects to terminate the agreement, they shall reimburse the Client at a pro-rated amount from the date of termination up until the next billing period.

3. Confidentiality / Security / Background Checks

- A. **Confidentiality:** Techlife agrees (i) not to disclose any confidential information it receives from Client to any third party without Client's express written consent, (ii) to only use such confidential information for the purpose it is received, and (iii) to limit the sharing of such confidential information within Techlife's organization to Techlife agents who have a "need to know" the information and are under appropriate contractual non-disclosure obligations. "Confidential Information" means any non-public information Client shares with Techlife in connection with this Agreement, but not including information that (i) becomes public through no breach of this Agreement by Techlife, (ii) Techlife receives from a third party not bound to a confidentiality obligation to the source of that information, or (iii) Techlife develops or knew before Client disclosed the information to Techlife.
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- D. it, and its employees will have all skills, qualifications, expertise, and experience necessary to provide the Services in an efficient, cost-effective manner,
- E. there is no outstanding litigation or other dispute to which Techlife is a party that, if decided against Techlife, may have a material adverse effect on Techlife's ability to comply with the obligations contained in this Agreement;
- F. it will provide Services in accordance with professional standards and in a workmanlike manner;
- G. when providing Services to Client, it will comply with all statutes, laws, regulations, by-laws, ordinances, orders, and requirements of any public authority having jurisdiction over either Client or Techlife, as the context requires.



Miscellaneous

- A. **Subcontracting:** Techlife will obtain approval in writing from Client, who may withhold approval unreasonably, before it uses any subcontractors to provide the Services under this Agreement. Techlife will cause all approved subcontractors to comply with Techlife's obligations under this Agreement. Techlife will be responsible for the performance of all subcontractors. Techlife's agreement with an approved subcontractor will incorporate Techlife's obligations under this Agreement.
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IT & Networking Services

City of Crest Hill

1610 Plainfield Rd, Crest Hill, IL 60403

June 3, 2022



Customer

Company Name:	City of Crest Hill
Address:	1610 Plainfield Rd, Crest Hill, IL 60403
Primary Contact:	Timothy Stinnett
Email:	tstinnett@cityofcresthill.com

Provider

Company Name:	Techlife LLC
Address:	410 Warrenville Road
Primary Contact:	Jaime Serrano
Phone Number:	773-569-3929

Business Requirements

Client has requested Techlife to procure, install, and configure all networking equipment associated with the new City Center. Techlife has also agreed to assist with the coordination of moving and installation server equipment from previous City Hall.

Description of Work

Techlife has agreed to perform the following tasks:

- Design overall network topology.
- Procure and install all networking hardware.
 - Wireless access points
 - Networking switches
 - Network firewalls
 - Network protection and warranty subscriptions
 - Server room hardware
- Setup all server room
- Provide initial firewall and wireless configuration.
- Procure command center hardware.
 - Viewing workstations
 - SmartWall viewing monitors
 - Connectivity cabling and accessories
- Assist with moving and installing domain server into new server rack.




Payment Terms

Service	Price
Networking Hardware	\$88,291.55
Networking Protection and Subscriptions	\$20,658.65
Server Room Hardware	\$13,921.01
Network Installation and Configuration	\$11,500
Command Center Viewing Workstations	\$11,583
Command Center Viewing Monitors & Hardware	\$15,783
Domain Controller Installation	\$2,000
TOTAL	\$163,737.21

By City of Crest Hill signing the below, City of Crest Hill confirms their acceptance of the description of work to be performed and the Terms and Conditions set forth in this proposal and gives the ability to proceed with the work described.

Signatures

Client Signature:	
Client Full Name:	
Date Signed:	
Techlife Signature:	
Techlife Full Name:	Jaime Serrano
Date Signed:	06/03/2022



Legal Disclaimers

1. Insurance, Indemnification and Limitation of Liability

- A. **Disclaimers.** Since Client will have exclusive control over the use of equipment and systems being repaired and maintained hereunder, Client shall be solely responsible for the proper use, protection, and supervision thereof.

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Techlife disclaims responsibility for any and all loss, damages, or liability from Client's use of the products and services we provide or that are provided by any of our vendors, suppliers, affiliates, or other third parties linked to Techlife (provided that the cause of the loss, damages, or liability is not Techlife's negligence or willful misconduct), for any damages whatsoever, no matter of what kind or nature resulting from and including, but not limited to:

- I. The loss of information or data
- II. Business interruption, loss of revenue, or profits
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- IV. Natural disasters and acts of God
- V. Loss or liability from unauthorized use or misuse of Client password and identifier
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- II. Worker's compensation insurance or any alternative plan or coverage as required by applicable law;
- III. Technology Error and Omissions liability insurance covering the liability for financial loss due to error, omission, or negligence of the Techlife as described in this Agreement with a minimum amount of \$1,000,000; and
- IV. Crime insurance policy covering employee dishonesty and computer fraud for loss arising out of or in connection with fraudulent or dishonest acts committed by Techlife's employees, as well as employees of Techlife's acting alone or in collusion with others, in a minimum amount of \$1,000,000 per loss with evidence of third-party coverage.



2. Termination

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- G. **Waiver:** Any delay or failure by either party to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy. Either party can waive a specific right or remedy in writing. Any waiver will be effective only in the specific instance and for the purpose for which it is given.
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