

Resource One 321 East Adams Street Springfield, IL 62701 Phone: 217-753-5742

Fax: 217-753-5748 www.resourceoneoffice.com

Order Number	7628	
Date	12/20/2023	
Customer PO No	O No 6265	
Customer Account	a to the second	
Salesperson	Lauren Nevius	
Project Number	4622	
Terms 50% DEPOSIT NET		
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S	Pana	Community	Unit	School	District 8
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O 14 E Main St

^L Pana, IL 62557

T ATTN: Jeff Stauder
O Phone: 217-259-5015

Email: jstauder@panaschools.com

1	Pana	CUSD:	#8	Elementary	School

Nest 9th St.

T Pana, IL 62557

Α

L ATTN: Jeff Stauder

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 Email: jstauder@panaschools.com

Т

Pana CUSD 8 Elementary School Furniture 2024- MAIN

Pricing valid through 122123. Signed proposal or customer PO issued to Resource One needed for order placement.

Manufacturer breakdown of contracts noted below. The rest of manufacturers are priced on additional discount and or standard contract.

- -Amtab pricing per TIPS 220303 contract, quote ID 45298. Amtab will ship to client site, installers to offload and install.
- -Hon pricing per OMNIA R191804 contract.
- -Jonti Craft pricing per OMNIA contract.
- -Safco pricing per OMNIA R191814 contract.

Music stands to be ordered by end of February; they will deliver direct to school for storage.

Hon, Uline, and Tennsco product to be ordered in January. Delivery to school in March for storage. Due to Uline, Hon, and Tennsco delivering to school in March to store at client site, concealed damage items will not be covered. Any replacement items will be the responsibility of the school district.

Customer must be a member of OMNIA and TIPS prior to order placement.

Installation is quoted at prevailing wage rates. Delivery of product to storage at the school site is quoted at standard rates.

Line Quantity	Description	Unit Price	Extended Amount
1 12.00 Each	MST1212RO-HT3-HT3-ST-FST-927-DYNA-ORG-BL-GRA-GRYBLK Mobile Stool Table, Rectangle - 30"W x 145"L - 12 Stools:No Upgrade RO:Round HT3:29"H HT3:17"H ST:Standard Laminates FST:Formica Standard Laminates 927:Formica Folkstone-58 Matte Finish DYNA:Upgrade Table Top Edges (Dyna-Rock) ORG:Dyna Orange BL:Blue GRA:Gray GRY:Gray:No Upgrade BLK:Black Mark Line For (Tag): Tag TG: Cafeteria Tag L1: T6	2,403.01	28,836.12



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2	1.00 Each	FREIGHT Amtab freight shipping direct to client site, received by install team. Mark Line For (Tag): Tag TG: Cafeteria Tag L1: T6	1,871.00	1,871.00
3	9,00 Each	13000Grade 1 Laminate-Edge Finish 200 Series 24"x60" L Rectangle Table Top Grade 1 Laminate:13000 Vinyl Edge Top, Wilsonart D315 60 Platinum Edge Finish:13000-VBN 23 Dark Grey Edge Mark Line For (Tag): Tag TG: Cafeteria Tag L1: T5	246.94	2,222.46
4	18.00 Each	203-522Table Bases Required-Base Finish-Base Spread-Spider Spread-Col. Diameter-Table Base Height Table Base for 200 Series Table Top Table Bases Required:2 Base Finish:Standard; Grade 2; E 2 Silvertone Base Spread:5x19.5 Spider Spread:12 Col. Diameter:3.00 Table Base Height:Standard Mark Line For (Tag): Tag TG: Cafeteria Tag L1: T5	116.68	2,100.24
5	8.00 Each	WB22-48-60Grade 2 Vinyl Seat/Back-Laminate Finish Westbury 48H x 48D x 60L, 18SH x 19.25SD, Double Sided Booth Grade 2 Vinyl Seat/Back:Back- Linette Platinum ZM, Seat- Patriot Plus II, Royal Laminate Finish:909-58 Black Mark Line For (Tag): Tag TG: Cafeteria Tag L1: B1	2,779.75	22,238.00
6	2.00 Each	WB12-48-60 (WB40-48)Grade 2 Vinyl Seat/Back-Laminate Finish Westbury 48H x 26D x 60L, 18SH x 19.25SD, Single Sided Booth Grade 2 Vinyl Seat/Back:Back-Linette Platinum ZM, Seat- Patriot Plus II, Royal Laminate Finish:909-58 Black Mark Line For (Tag): Tag TG: Cafeteria Tag L1: B2	1,823.16	3,646.3:
7	1.00 Each	FALCON FREIGHT Falcon freight included.	0.00	0.0
8	4.00 Each	HIWMMY2ATSIF-\$(1)UR-19TLSBTI Ignition 2 Task Mid-back, ilira back .Y2:Advanced Synchro-Tilt SeatSldr .A:Height and Width Adj. Arm .TS:Titanium All Surface Caster .IF:4-Way Fog \$(1):Grd 1 UPH .UR:Contourett 19:Graphite .TL:Titanium Adjustable Lumbar .SB:Standard Base .TI:Titanium Mark Line For (Tag): Tag TG: Art, Nurse, and Reception	436.50	1,746.0



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		Contract #: OMNIA R191804		
9	60.00 Each	HIWMMKDY2AHIF-\$(1)UR-19TLSBTI Ignition 2 Task Mid-back, ilira back .Y2:Advanced Synchro-Tilt SeatSldr .A:Height and Width Adj. Arm .H:Hard Caster .IF:4-Way Fog \$(1):Gr 1 UPH .UR:Contourett 19:Graphite .TL:Titanium Adjustable Lumbar .SB:Standard Base .TI:Titanium Mark Line For (Tag): Tag TG: General Task Chair Tag L1: C8 HARD CASTERS Contract #: OMNIA R191804	399.60	23,976.00
10	4.00 Each	H314P-\$(P1)S 310 Series Vertical File 4 Drawer Letter w/Lock .P:Standard Random Key Lock \$(P1):P1 Paint Opts .S:Charcoal Mark Line For (Tag): Tag TG: General Vertical File Tag L1: S4 Contract #: OMNIA R191804	449.95	1,799.80
11	1.00 Each	HLSL2060LD2\$(L1STD)LFW1-\$(L1STD)LFW1PR6 Low credenza (2 file drws and open top): 20x60x21.5 \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut .PR6:Silver Mark Line For (Tag): Tag TG: Conference Tag L1: S13 Contract #: OMNIA R191804	831.15	831.15
12	20.00 Each	0392JC Low Single Mobile Storage Unit, Birch Mark Line For (Tag): Tag TG: SPED, Title, STEM Tag L1: S2 Contract #: OMNIA	533.39	10,667.80
13	2.00 Each	0647JC 15 Cubbie-Tray Mobile Unit – without Trays, Birch Mark Line For (Tag): Tag TG: Pre-K Tag L1: S5	621.53	1,243.06
14	2.00 Each	3508JC Pick-a-Book Stand, Birch Mark Line For (Tag): Tag TG: Pre-K	348.31	696.62



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		Tag L1: S6		
15	6.00 Each	7143YT Young Time® Low Single Storage Unit, Birch Mark Line For (Tag): Tag TG: Pre-K Tag L1: S7	367.97	2,207.82
16	128.00 Each	2681JCFinish Coat Locker, 5 Section Finish:Birch, UC Cured Finish Mark Line For (Tag): Tag TG: General Lockers Tag L1: L1	832.20	106,521.60
17	128.00 Each	0041JC Wall Fastener Kit for 2681JC Mark Line For (Tag): Tag TG: General Lockers Tag L1: L1	52.88	6,768.64
18	10.00 Each	3517JC Flushback Wide Pick-a-Book Stand, Birch Mark Line For (Tag): Tag TG: Library Tag L1: S11	374.24	3,742.40
19	1.00 Each	FREIGHT Jonti-Craft Freight, No liftgate, Installer to meet on site to unload, freight is estimated and subject to change	0.00	0.00
20	1.00 Each	LABOR Installation included in product price per prevailing wage rates. Install team to receive truck on site. Includes ganging and securing lockers.	0.00	0.0
21	5.00 Each	AC48Finish AC48 Manhasset Symphony Stand Finish:Black Freight included shipping and delivery to customer site. Mark Line For (Tag): Tag TG: Music Tag L1: S8	60.00	300.0
22	51.00 Each	3NNN-B364814(STDSEL)-SAH Bookcase,Open,14"(350MM)D x 36"(900MM)W x 48"(1212MM)H (STDSEL):Standard Selection XXX SAH:Wood Grain - Sahara Mark Line For (Tag): Tag TG: All Classrooms, SPED, Title, Library, Pre-K Tag L1: S1	261.68	13,345.6
23	4.00 Each	3NNE-242473B(STDSEL)-BOR Storage/Wardrobe Unit,w/Door,Reversible,Sq. Silver Hndl 24"(600MM)D x 24"(600MM)W x 73"(1834MM)H (STDSEL):Standard Selection BOR:Wood Grain - Borealis Mark Line For (Tag): Tag TG: Offices Tag L1: S3	488.91	1,955.6
24	11.00 Each	3NNE-242473B(STDSEL)-SAH Storage/Wardrobe Unit,w/Door,Reversible,Sq. Silver Hndl 24"(600MM)D x 24"(600MM)W x 73"(1834MM)H (STDSEL):Standard Selection SAH:Wood Grain - Sahara	488.91	5,378.0



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		Mark Line For (Tag): Tag TG: Library, SPED, Speech, Title Tag L1: S3		
25	3.00 Each	3NNE-243673LFB(STDSEL)-SAH Bookcase Unit,w/Doors/2 Lateral Files,Sq. Silver Hndl 24"(600MM)D x 36"(900MM)W x 73"(1834MM)H (STDSEL):Standard Selection SAH:Wood Grain - Sahara Mark Line For (Tag): Tag TG: Music Tag L1: S9	700.44	2,101.32
26	8.00 Each	3NNN-B366514(STDSEL)-SAH Bookcase,Open,14"(350MM)D x 36"(900MM)W x 65"(1635MM)H (STDSEL):Standard Selection XXYYZZ SAH:Wood Grain - Sahara Mark Line For (Tag): Tag TG: Library Tag L1: S10	295.46	2,363.68
27	1.00 Each	T5NNS-RC4296PCBOR RECTANGULAR TOP - 1-1/2" thermofused lam w/smooth edge, matching edge color, silver accent w/elec comm mod,42X96 BOR:Wood Grain - Borealis Mark Line For (Tag): Tag TG: Conference Tag L1: T9	729.98	729.98
28	2.00 Each	TNNNN-LB0520WMBOR LAMINATE BASE, WITH CABLE MGMT, 20X5 BOR:Wood Grain - Borealis Mark Line For (Tag): Tag TG: Conference Tag L1: T9	252.00	504.00
29	2.00 Each	31NN-S3072S.4(2)-(STDSEL)-SNO-BOR Desk,Rect.,Shell,Recessed Full-Ht. Mod. Pnl 30"(750MM)D x 72"(1800MM)W (2):Two-Tone (STDSEL):Standard Selection SNO:Solid- Snow Top BOR:Wood Grain - Borealis Base Mark Line For (Tag): Tag TG: Psych, L Shape Desk Tag L1: D4	359.60	719.20
30	2.00 Each	31NN-DT2442BL.4(2)-(STDSEL)-SNO-BOR Table,Rectangular,Shell,Full-Ht Mod. Pnl,Recessed Leg Pnl,Left 24"(600MM)D x 42"(1050MM)W (2):Two-Tone (STDSEL):Standard Selection SNO:Solid- Snow Top BOR:Wood Grain - Borealis Base Mark Line For (Tag): Tag TG: Psych, L Shape Desk Tag L1: D4	243.26	486.52
31	2.00 Each	3NNE-P1518UFL(STDSEL)-BOR Pedestal,Modular,B/B/F,Sq. Silver Hndl,18"(450MM)D x 15"(388MM)W x 28"(713MM)H (STDSEL):Standard Selection BOR:Wood Grain - Borealis Mark Line For (Tag): Tag TG: Psych, L Shape BBF Tag L1: D4	341.52	683.04



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32	2.00 Each	3NNE-P1518FFL(STDSEL)-BOR Pedestal,Modular,F/F,Sq. Silver Hndl,18"(450MM)D x 15"(388MM)W x 28"(713MM)H (STDSEL):Standard Selection BOR:Wood Grain - Borealis Mark Line For (Tag): Tag TG: Psych, L Shape FF Tag L1: D4	327.53	655.06
33	2.00 Each	3NNN-EM721716P(STDSEL)-WGR Hutch,w/Doors,Wall-Mounted,16"(400MM)D x 72"(1800MM)W x 17"(427MM)H (STDSEL):Standard Selection XXX WGR:Solid- Snow Mark Line For (Tag): Tag TG: Psych, L Shape Hutch Tag L1: D4	433,64	867.28
34	2.00 Each	31NN-S3072S.4(2)-(STDSEL)-SNO-BOR Desk,Rect.,Shell,Recessed Full-Ht. Mod. Pnl 30"(750MM)D x 72"(1800MM)W (2):Two-Tone (STDSEL):Standard Selection SNO:Solid- Snow BOR:Wood Grain - Borealis Mark Line For (Tag): Tag TG: Principal/Assist Principal Single Pedestal Desk Tag L1: D5	359.60	719.20
35	2.00 Each	3NNE-P1518UFL(STDSEL)-BOR Pedestal,Modular,B/B/F,Sq. Silver Hndl,18"(450MM)D x 15"(388MM)W x 28"(713MM)H (STDSEL):Standard Selection BOR:Wood Grain - Borealis Mark Line For (Tag): Tag TG: Principal/Assist Principal, Single Pedestal Desk Return Tag L1: D5	341.52	683.04
36	2.00 Each	31NE-LF2472LF(1)-(STDSEL)-BOR Credenza,Lateral Files (4),Sq. Silver Hndl 24"(600MM)D x 72"(1800MM)W (1):Single-Tone (STDSEL):Standard Selection BOR:Wood Grain - Borealis Mark Line For (Tag): Tag TG: Principal/Assist Principal, Wall Storage Unit Tag L1: D5	841.68	1,683.36
37	2.00 Each	M1NNN-EB724416(1)-SNO 1" TFL - HUTCH OPEN BOOKCASE - 44H (1):Single-Tone SNO:Solid - Snow Mark Line For (Tag): Tag TG: Principal/Assist Principal, Wall Storage Unit Tag L1: D5	495.44	990.88
38	1.00 Each	FRP FREIGHT Groupe Lacasse freight included.	0.00	0.00
39	28.00 Each	EUR-72-MGY 72"H Z Line Post Mark Line For (Tag): Tag TG: Art, Library Tag L1: S12	10.94	306.32
40	35.00 Each	Q2-4812S-MGY Box Formed Shelf 48Wx12D	25.16	880.60



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		Mark Line For (Tag): Tag TG: Art, Library Tag L1: S12		
41	28.00 Each	VDRS-4816-MGY Double Rivet Suprt 16g-48"L Mark Line For (Tag): Tag TG: Art, Library Tag L1: S12	7.88	220.64
42	28.00 Each	VDRS-1216-MGY Double Rivet Suprt 16g-12"L Mark Line For (Tag): Tag TG: Art, Library Tag L1: S12	2.79	78.12
43	84.00 Each	ZSC-1 Zinc Plate Z-Line Metal Shelf Clip Mark Line For (Tag): Tag TG: Art, Library Tag L1: S12	0.82	68.8
44	1.00 Each	FREIGHT Tennsco freight shipping to installer warehouse.	225.88	225.8
45	1.00 Each	SF3680BL1G5 Mailflow Freestanding Sorter, 36"W x 80"H; 72 - 3"H x 12"D Pockets G5:White Mark Line For (Tag): Tag TG: Reception Tag L1: S15	2,638.57	2,638.5
		Contract #: OMNIA R191814		
46	2.00 Each	H8343GR Uline Four Tier Lockers- 3 Wide, Unassembled, 36"W, 18"D, Gray Mark Line For (Tag): Tag TG: Work Room Tag L1: S14	688.24	1,376.4
47	1.00 Each	FREIGHT Freight shipping to installer warehouse. Mark Line For (Tag): Tag TG: Work Room Tag L1: S14	153.81	153.8
48	1.00 Each	WMC-8902 Pediatric Recovery Couch, Royal Blue Vinyl, Chrome Legs Mark Line For (Tag): Tag TG: Nurse Tag L1: T7	482.82	482.8
49	1.00 Each	Freight Freight shipping to installer warehouse, zip code 63129.	264.71	264,7
50	5.00 Each	89458-488429Z Extra Large Instrument Cabinet W/O Doors- 2 Shelves (3 Comp), 27"D x 84", Finish Maple Mark Line For (Tag): Tag TG: Music Tag L1: S16	683.62	3,418.4
51	1.00 Each	FREIGHT Freight shipping to installer warehouse, zip code 63129.	846.16	846.
52	1.00 Each	LABOR Installation for all product, except Jonti Craft, Smith Systems. Amtab to be	37,386.67	37,386.0
		received on site.		



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Each	Delivery to storage on separate trip of Hon, Tennsco, Uline (product that we ship to hold).	vill not	
		Product:	\$264,905.26
		Freight:	\$1,336.75
		Delivery/Install:	\$38,640.00
		TOTAL ORDER:	\$304,882.01
	Requi	red Deposit 50.0%:	\$152,441.01

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Name: Tason Bauer Title: Superin tendent Date: 12-27-23



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PRODUCT & SERVICES AGREEMENT

This Product and Services Agreement (this "Agreement") is entered into as of the 20 day of December, 2023, by and between RESOURCE ONE OF ILLINOIS, LTD having an address at 321 E. Adams Street, Springfield, IL 62701 ("Resource One"), and Pana Community Unit School District 8, whose address for purposes of this Agreement shall be 14 E Main St. Pana, IL62557 ("Customer").

Resource One is in the business of selling and installing furniture and equipment as described below; Customer wishes to retain Resource One to perform the Services under the terms set out below. NOW, THEREFORE, in consideration of the mutual covenants and agreements set out below, the parties agree as follows:

ARTICLE 1: PURCHASE OF PRODUCT AND PROVISION OF SERVICES

- 1.1 Acceptance. This Agreement for the purchase of product and the provision of services must be submitted by Customer to Resource One before Resource One can place production orders to the appropriate manufacturers for any furnishings and finish materials.
- 1.2 Services. Customer retains Resource One to perform, and Resource One agrees to perform services for Customer. Resource One shall use its best efforts in the performance of the Services.
- 1.3 Independent Contractor. It is agreed and understood that Resource One's relationship to Customer is that of an independent contractor. Neither party will be deemed to be a partner, agent, employee or joint venture of the other party.
- 1.4 Representations. Resource One and customer enter Agreement based upon Product Specifications & Proposal, the Agreement itself, and any other attachments listed in Article 10 of The Agreement. No other representations, including but not limited to layouts, renderings, and previous proposals used for illustration or comparison shall be binding upon Resource One for the purposes of this Agreement.
- 1.5 Intellectual Property. All representations and materials used in conjunction with Resource One's proposal for furniture are the sole property of Resource One, and shall not be distributed or shared without the express consent of Resource One.

ARTICLE 2: PAYMENT FOR PRODUCTS AND SERVICES

- 2.1 Deposit. Customer shall submit a 50% deposit with acceptance of this Agreement. The deposit check must accompany this Agreement before factory orders will be placed. The deposit will be applied to Customer's account for this project and deductions from each Customer invoice issued throughout the project.
- 2.2 Invoicing. Customer will be invoiced for all products and services that are part of this Agreement. The product will be invoiced to Customer when the product ships from the manufacturer. Installation services will be invoiced to Customer at such time as substantial installation is completed. If the project is a multi-phase project, the invoices will be issued as each phase progresses. All deposits received will be deducted on each appropriate invoice.
- 2.3 Payment Terms. Subject to the terms of 2.2, within fifteen (15) days from invoice date, Customer shall pay Resource One the total of amounts of each invoice submitted and received by Customer. Merchandise will be invoiced upon shipment.
- 2.4 Late Payments. At Resource One's option, if Customer fails to pay in accordance with Paragraph 2.3, Resource One may implement a late payment charge equaling one and one-half percent (1.5%) on each invoice that payment is received by Resource One past the above-stated payment terms. In addition, for each invoice that remains unpaid for an additional 30 day period, Customer agrees to pay the expenses, attorney fees and court costs which Resource One incurs by reason of Customer's default.
- 2.5 Taxes. Pricing for this Agreement DOES NOT include sales tax unless otherwise noted. Any applicable sales taxes that apply (state and local sales taxes) will be itemized and added to Customer's invoice total at time of invoicing, and Customer agrees to pay same. Customer is responsible for all other taxes such as use taxes that may apply and are not a part of this Agreement. Customers exempt from taxes will furnish Certificates of Exemption at the time of execution of this Agreement.
- 2.6 Freight. Freight is not included in the prices quoted for merchandise, unless otherwise indicated on pricing attachments.
- 2.7 Ownership. Title of the merchandise will pass from Resource One to the Customer when the full purchase price and all other charges due under this Agreement are received by Resource One.
- 2.8 Electronic Payments. Resource One reserves the right to charge a 3% service charge for electronic forms of payment.

ARTICLE 3: CHANGES IN AGREEMENT

- 3.1 CHANGES IN AGREEMENT. Upon execution of this Agreement by Customer, Customer agrees that this Agreement cannot be canceled. Any subsequent requested changes are subject to Resource One's ability to make the requested changes, are dependent upon factory approval, and will be subject to additional charges to Customer. Any changes in quantity, specifications or delivery may result in additional charges from Resource One and the manufacturer, which Customer agrees to pay. Any charges for requested changes will be quoted to Customer in the form of a change order and agreed upon before requested changes are made. All additional charges shall then become the responsibility of Customer. All requests for changes in quantity, specification or delivery date changes must be delivered to Resource One in writing. Electronically signed documents will be acceptable.
- 3.2 SHIPMENT DELAYS. Resource One shall not be responsible for failures or delays in shipment for reasons beyond its control such as fires, accidents, strikes, labor disturbances, disputes among unions, emergency priorities, lack of government funding, riots, civil commotion or war. Resource One will make every attempt possible to track and coordinate production orders and shipments to meet project schedule for this project.
- 3.3 DAMAGED PRODUCT. Freight claims for transportation damage will be negotiated by Resource One on behalf of Customer with the transportation company on those shipments accepted by Resource One. Damaged merchandise will be repaired or replaced on shipments received by or delivered by Resource One. If the damaged merchandise is not usable, Customer can withhold payment for the value of those unusable items. If the damaged product is usable and is being



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used by Customer during the wait for replacements, Customer can withhold 10% of the value of the damaged product until the replacement is delivered.

3.4 INCORRECT PRODUCT. If some of the product was either produced in error by the manufacturer or ordered in error by Resource One, it will be replaced by Resource One. If the incorrect product is not usable, Customer can withhold payment for the value of those unusable items. If the incorrect product is usable and is being used by Customer during the wait for replacements, Customer can withhold 10% of the value of the incorrect product until the replacement is delivered.

3.5 MISSING PRODUCT. If, at the time of installation, any missing product is a result of loss during shipment, failure to ship by a manufacturer, or an order error by Resource One, the missing product will be reordered for Customer by Resource One. If the missing product has already been invoiced to Customer, payment for the missing items may be withheld until its replacement is delivered to Customer. All product identified as missing that was not originally proposed as part of this agreement, will be ordered and invoiced to Customer when shipped. All product that has been documented as received on behalf of the Customer and stored or staged at Customer's installation site, becomes the responsibility of Customer. If that product becomes missing due to no fault of Resource One, the missing product will be paid by Customer as well as its replacement.

3.6 WARRANTY OF MANUFACTURER. All furnishings that are part of this agreement are warranted by each manufacturer. Resource One will provide warranty service for those installed products as long as service parts are available. Resource One will invoice Customer for all service warranty work not covered and paid for by the manufacturers.

ARTICLE 4: DELIVERY AND INSTALLATION TERMS

- 4.1 Delivery and Installation. All furnishings will be installed per the installation drawings and in accordance with Customer approved project schedule, by Resource One or its sub-contractors. All furnishings will be assembled to meet the manufacturer's specifications. All products will be properly leveled and aligned within the constraints of the building conditions to insure proper aesthetics and operation. Unless otherwise stated in the project documents, all furniture will be cleaned of all noticeable dust, soil and hand prints. All installation areas will be left in a broom clean condition. It is agreed that the following provisions shall apply: 4.1.1. Shipments and Deliveries. All shipments will be received for Customer by Resource One or its subcontractors. Delivery and installation work will be completed in conjunction with Customer-approved project schedule provided by Resource One.
- 4.1.2. Condition of Job Site. The job site must be ready to accept furniture with construction work complete (ceiling grid and tile in, wall covering/paint done, carpet and baseboard finished, electrical/data work done, etc.) and the space free of trades with the exception of punch list trades. All receiving, staging and installation areas will be clean and free of debris.
- 4.1.3. Job Site Services. Electric current, heat, hoisting, and/or elevator service will be furnished without charge to Resource One. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided without restrictions.
- 4.1.4. Work During Normal Business Hours. Delivery and installation will be made during normal business hours. Overtime work performed at Customer's request will be paid for by Customer.
- 4.1.5. Staging Space. Provided the merchandise does not arrive at the site earlier than the scheduled date; safe, adequate staging area will be provided by Customer as merchandise arrives. If the staging space provided at the time of installation is inadequate due to building construction delays, storage space will then be provided. Any additional cost associated with storage and handling will be reimbursed to Resource One by Customer.
- 4.1.6. Damage. After merchandise arrives at Customer's site, any loss or damage not caused by Resource One shall become the responsibility of Customer and its insurer. Customer agrees to hold Resource One harmless from loss or damage not caused by Resource One.
- 4.1.7. Insurance. Resource One shall carry \$2,000,000 General Liability and Property Damage, \$1,000,000 Automotive and Personal Injury, \$1,000,000 Worker's Compensation and \$5,000,000 Umbrella Policy. Adequate Fire, Theft, Tornado, Flood, and other insurance at Customer's site will be provided by Customer.
- 4.1.8. Other Trades. Resource One's ability to deliver, assemble and install furniture or to permanently attach, affix, or bolt in place movable furniture is dependent upon jurisdictional trade agreements. If trade regulations enforced at the time of installation require the use of trade's people at the site other than Resource One's own installation personnel, the resulting additional costs will be paid by Customer.
- 4.1.9. Trash Removal. Resource One shall remove all shipping and packing materials from the installation and staging areas daily. These materials will be sorted and transported to the closest recycling center, if available, with the balance taken to an appropriate land fill for disposal. In some cases, with the agreement of Customer, this material may be placed in Customer's onsite refuse container, if conveniently located at the job site.
- 4.1.10 Additional Trips. Installation quote implies a set amount of trips, based upon originally quoted furniture specifications. Any additional trips necessitated by changes to original specification or any change in conditions caused by a Customer or third party will be billed at the appropriate rate.
- 4.1.11 Building Permit. Installation quote does not include cost of building permit.
- 4.2 Project Walk-Through. When the installation is substantially complete, a Resource One Project Manager and/or Lead Installer may walk through the installed areas with the designated Customer representative. This walk-through is to identify any damaged, missing or incorrect items as well as any work yet to be completed due to product shortage. These exceptions may be listed on a Substantial Installation Completion Certificate for approval by Customer. In such cases, Customer representative will review and sign a Substantial Installation Completion Certificate releasing Resource One and its installers of liability due to any future loss or damage except those noted on the Substantial Installation Completion Certificate.

ARTICLE 5: CONSTRUCTION DELAYS

- 5.1 CONSTRUCTION DELAYS. In the event that construction delays or causes not within Resource One's control, postpone building availability, delay the installation startup, stop or slow down an installation in progress or render the site as not installation-ready, it is agreed the following shall apply:
- 5.1.1. On-Site Storage. Customer shall provide adequate on-site secured storage for furnishings until installation can be resumed. It is Customer's responsibility to insure the stored products from Fire, Theft, Tornado, Flood, or damage not caused by Resource One. A separate invoice or change order may be provided to



Resource One 321 East Adams Street Springfield, IL 62701 Phone: 217-753-5742 Fax: 217-753-5748

www.resourceoneoffice.com

Order Number	7628
Date	12/20/2023
Customer PO No	
Customer Account	PCUSD8
Salesperson	Lauren Nevius
Project Number	4622
Terms	50% DEPOSIT NET 15
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and authorized by Customer for the additional handling charges to move the stored furnishings to the installation staging area prior to installation startup.

5.1.2. Off-Site Storage. If Customer cannot provide adequate on-site storage secured until the installation can start or resume, off-site storage will be arranged by Resource One. A separate invoice or change order may be provided to and authorized by Customer for the storage, handling, insurance and transportation charges to store and then move the furnishings from storage to the job site. This will be done based on the revised project schedule approved by Customer. Insurance coverage for the stored product will be provided by Customer or a storage contractor.

- 5.1.3. Payment for Stored Materials. All materials stored for Customer will be considered accepted by Customer for purposes of payment. In such event, Customer will pay each invoice in full for all stored materials. If installation charges were included on Customer's invoice, Customer may withhold payment for the installation charges until the installation is substantially complete. If the installation charges were included in the furniture price and not itemized separately, Customer may withhold ten percent (10%) of each invoice until the installation is substantially complete.
- 5.1.4. Installing Furniture During Building Construction. If the construction work is not yet complete at the scheduled installation start date, Customer can choose to start the installation work prior to building completion in efforts to meet a targeted move-in date. At that time, the job site may be surveyed by a Resource One Project Manager and/or Lead Installer and a separate invoice or change order may be provided to and authorized by Customer for additional costs resulting from: difficult access to the building or lack of building services; receiving, storage or staging areas that are restricted or shared with other contractors; changes to the normal installation work flow due to construction work and installation area availability delays; on-site stored product that must be moved or protected due to lack of progress of other trades; additional furniture and finished area clean up due to construction dirt and dust; any additional unforeseen costs that are not covered by a subsequent change order because of changing job-site and construction conditions.
- 5.1.5. Compressed Installation Schedule. If Customer requests that furniture installation be completed in fewer days than the agreed installation time line as shown in Customer-approved project schedule, a revised project schedule and a separate invoice or change order may be provided to and authorized by Customer for: overtime labor needed to achieve the new schedule, the supply of a larger than normal installation crew in relation to the area and/or building conditions and lack of experienced installer availability.

ARTICLE 6: INDEMNIFICATION

6.1 LIABILITY/INDEMNIFICATION. Each Party (as the "Indemnifying Party") agrees to indemnify the other Party and its affiliates, officers, directors, employees and agents (each an "Indemnified Party") against any Covered Claim, as defined in this paragraph. A "Covered Claim" is a third party claim that is asserted against an Indemnified Party to the extent such claim is based on breach of a legal duty by the Indemnifying Party or its employees, subcontractors or agents. For purposes of the forgoing, "breach of a legal duty" means tortious conduct, a breach of an agreement between the Indemnifying Party and a third party, or a failure to comply with applicable law. The Indemnified Party will give prompt written notice to the Indemnifying Party of the assertion of the Covered Claim.

ARTICLE 7: NOTICES

7.1 Notice. If a provision of this Agreement specifies that a "notice" to the other party must be "written" or "in writing", or that a party is to "notify" or give "notification" to the other party in writing, then the written notice must comply with the following requirements unless the provision of this Agreement expressly allows deviation from these requirements. The requirements are as follows: (a) the notice must be written on a paper document that is addressed to the party's designated notice recipient and (b) with a signature from the notice recipient acknowledging the date of the receipt.

ARTICLE 8: DISPUTES

8.1 Disputes. In the event of any dispute arising out of or relating to this Agreement, the Parties agree to attempt in good faith to resolve the dispute first by direct negotiation. In the event that direct negotiation is not successful, the Parties agree to attempt to resolve the dispute by mediation with a neutral third-party mediator acceptable to both Parties. Mediation expenses will be shared equally by the Parties.

ARTICLE 9: MISCELLANEOUS

- 9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to conflicts of law principles. This Agreement will be performed at least in part in Sangamon County, Illinois.
- 9.2 Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. Nothing in this Agreement will restrict a party's right to transfer property to which it has obtained ownership rights under this Agreement.
- 9.3 Waiver. No failure or successive failures on the part of either Party, its successors or assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either Party, its successors and assigns, to enforce the same in the event of any subsequent breach or breaches by the other Party hereto, its successors or assigns.
- 9.4 Entire Agreement. This Agreement and the attached documents constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both Parties.
- 9.5 Severability. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Agreement.
- 9.6 Effective Date. This Agreement shall be effective as of the date first written above.
- 9.7 Counterparts. This Agreement may be executed in multiple counterparts, and all such signed counterparts shall constitute one and the same agreement.

ARTICLE 10: ATTACHMENTS

LIST OF ALL OTHER DOCUMENTS FORMING PART OF THIS AGREEMENT (copies of all listed documents attached)



Resource One 321 East Adams Street Springfield, IL 62701 Phone: 217-753-5742 Fax: 217-753-5748

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Order Number	7628
Date	12/20/2023
Customer PO No	6265
Customer Account	PCUSD8
Salesperson	Lauren Nevius
Project Number	4622
Terms	50% DEPOSIT NET 15
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A. Product Specifications – Proposal 7628 B. Deposit Invoice	
C.	
D.	
EXECUTED as of the date set out above.	
Pana Community Unit School District 8	RESOURCE ONE, INC.
By: Non Bare	By:
Date /2-37-33	Date