

TERMS AND CONDITIONS

The following terms and conditions (these 'Terms') between Holton Brothers, Inc., ('HB') and HB's customer identified in the Proposal to which these Terms are attached ('Contracting Party') (Contracting Party is one of the following: 'Property Owner' or 'Management Company as Authorized Agent for Property Owner' or 'General Contractor'), together with the Proposal, represent the agreement between the parties for construction and other contracted services to be performed at the location listed on the Proposal.

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5. **Work Performed:** All work performed by HB is subject to the Proposal, which lists all of the work specifications, as well as all change orders (as of the date of the Proposal) contemplated in Paragraph 6.
6. **Changes to Proposed Work:** Any alterations or deviations from the work specifications included in the Proposal that result in additional costs shall be agreed to via written agreement between the parties. Any costs associated with the changes shall be paid by Contracting Party. All written change orders shall be considered a part of the original proposal.
7. **Work Schedule:** Work shall commence on a date agreed upon by both parties. HB shall perform the work during normal business hours. As the project progresses, the parties may agree to vary the work schedule and adjust the costs accordingly.
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9. **Workmanlike Manner:** HB shall complete all work in a workmanlike manner according to standard industry practices.
10. **Agreement Applies to General Contractor:** Where this agreement includes language making a section applicable to a general contractor, it is assumed that HB is acting as the subcontractor, was hired by, and will be paid by the general contractor. Where HB acts as the subcontractor, the guarantees on the Signature Page are assumed to be made to the general contractor and not to the property owner. In the event that the property owner pursues an action against HB based on those guarantees, general contractor agrees to indemnify and defend HB in such action. General Contractor guarantees that the property owner is aware of all responsibilities and liabilities listed in these terms and conditions.
11. **Subcontractors:** HB reserves the right to hire subcontractors at its discretion to fulfill the proposed work specifications, and agrees to pay the subcontractors for their efforts at an agreed upon price.
12. **Force Majeure:** HB is not liable for the failure to complete the work specifications included in the Proposal when the failure is caused by acts of God, such as, but not limited to, fire, tornado, flooding, and other natural disasters, labor disputes, strikes, materials shortages, terrorist activities, or government action affecting construction.
13. **Suspension of Work:** HB may suspend work on account of weather or natural disasters, LATE PAYMENTS BY CONTRACTING PARTY, government action, or other emergencies not anticipated by this agreement. Any additional charges that result from the suspension shall be paid for by Contracting Party.
14. **Clean-up:** HB shall dispose of materials used in construction, including hazardous materials, and will leave the worksite in a clean and orderly condition following completion of construction.
15. **HB's Insurance and Hiring Practices:** HB shall carry general liability insurance, employer's liability insurance, worker's compensation insurance, and automotive insurance. HB shall provide a certificate evidencing such policies upon request by Contracting Party. HB shall seek and retain qualified and skilled craftspeople to complete the proposed work and will not discriminate on the basis of race, color, sex, age, handicap, veterans status, religious belief, or national origin when hiring its employees.
16. **Information and Access:** Contracting Party shall provide HB directly with all relevant information necessary to complete construction, and shall do so in a timely manner. Contracting Party will be responsible for any resulting defects, damage, or additional costs caused by a failure to provide HB with such relevant information. Contracting Party shall provide HB and any subcontractors retained by HB with ready access to the work site.
17. **Property Owner's Insurance:** The property owner shall maintain general liability and property insurance, including waiver of subrogation, where applicable. The property owner shall provide a certificate evidencing such policies if requested by HB.
18. **Termination:** HB reserves the right to terminate this agreement, at its discretion, in the event that Contracting Party is late in procuring payment, or if HB has a reasonable belief that Contracting Party will not pay following the completion of the proposed work.
19. **Governing Law and Dispute Resolution:** This agreement is governed by the laws of the State of Illinois, irrespective of conflicts of laws principles. Any disputes or claims arising under the Proposal, these Terms, or any contract entered into thereunder shall be resolved by binding arbitration administered by a single arbitrator in accordance with the American Arbitration Association's Construction Industry Arbitration Rules in effect as of the date of submission of any such dispute or claim. All disputes or claims shall be aggregated and resolved in one arbitration proceeding. The arbitration proceeding shall take place in Lake County, IL.
20. **Attorneys' Fees:** Contracting Party shall be liable for HB's attorneys' fees incurred in connection with enforcing these Terms and/or the Proposal, collecting payment, or defending or pursuing claims in which HB is found to be the prevailing party.
21. **Waiver:** Any exception made to any of the above Terms or any extension granted by HB to any of the deadlines described in these Terms shall not be considered as a waiver of that provision.
22. **Complete Agreement:** These Terms shall be read in conjunction with the accompanying Proposal, shall constitute the final and complete agreement of the parties, and shall supersede any conflicting terms contained in any other document, or expressed orally. Any amendments to the Proposal in the form of change orders shall be considered as part of the original agreement and also subject to these Terms.
23. **Execution of the Proposal:** By signing the Proposal, Contracting Party accepts both the Proposal and these Terms and consequently agrees to be bound by them. CONTRACTING PARTY MAY TERMINATE THIS AGREEMENT WITH HB BY PROVIDING WRITTEN NOTICE TO HB OF ITS ELECTION TO DO SO WITHIN THREE DAYS OF THE DATE OF THE PROPOSAL.

If accepted, please sign and return one copy. Thank you.

PAYMENT TO BE MADE WITHIN 30 DAYS OF COMPLETION OF WORK - Or a 1 1/2% Service Charge per month for any past due amount along with all attorney fees involved with collection.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed upon written and/or verbal orders, and will become an extra charge over and above the estimate. This agreement is contingent upon weather, strikes, accidents or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Holton Brothers, Inc. ("HB") pricing is valid for thirty (30) days from the date of this proposal. If the proposal is not accepted within that period, HB reserves the right to revise pricing at the time of contract award to reflect changes in material costs and availability.

Due to market conditions beyond HB's control, the materials included in this proposal may be subject to price volatility. If, between the date of this proposal and the commencement of Work, there are significant changes in the cost or availability of materials that materially impact HB's pricing, HB reserves the right to request an equitable adjustment to the contract price.

ACCEPTANCE OF PROPOSAL

The work specifications, pricing, payment terms, and other terms and conditions (including the attached Proposal Terms, which are incorporated by reference) are hereby accepted; and Holton Brothers is hereby authorized to perform the proposed services in accordance with the foregoing Proposal. Holton Brothers reserves the right to withdraw or modify this proposal at any time prior to acceptance.

CUSTOMER (please sign and return one executed contract)

Owner/Authorized Officer or Agent:

(Name)

Date Accepted: _____

HOLTON BROTHERS, INC.

By: John Holton

John Holton
Vice President



Library Board Memorandum

To: Board of Trustees
From: Janice Foley, Library Director
Date: 5/21/2026
Re: Front Foyer Stairs

At the May meeting, I discussed the condition of the indoor steps, which are wearing down and may present a safety hazard. I met with John Holton of Holton Brothers Masonry to review the steps and the bluestone slabs we have in storage from previous sidewalk projects. He advised that the reserve slabs can be reused for this project, which will provide a better match to the existing stonework.

I have attached the quote for the proposed work. Funds are available within the miscellaneous budget line to cover the cost of the project. Given the potential safety concerns, this is an important maintenance project for the library to address.



Holton Brothers, Inc. Contractors

PO Box 86
Arlington Heights, IL 60006-0086

Phone: 847-253-3886
Fax: 847-253-3255

Masonry Repairs - Tuckpointing - Caulking – Waterproofing

Please check if project is tax exempt (attach certificate of exemption)

Number AABQ30225

Date May 20, 2026

Proposal Submitted To:

Project Site

Your Sales Rep

Riverside Public Library
1 Burling Road
Riverside, IL 60546

Front Foyer Stairs

John Holton
Vice President
847-253-3886
John@holtonbrothers.com

Attn: Ms. Janice A. Foley
Director

Holton Brothers, Inc proposes to furnish, labor, materials, equipment and insurance complete in accordance with the following specifications.

Based on walk-thru with Jan on 05-13-2026.

I. Four (4) Stair Landings

- Replace bluestone with reclaimed stone supplied by building

SubTotal \$5,150.00

Total \$5,150.00

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**CUSTOMER (please sign and return one executed contract)
Owner/Authorized Officer or Agent:**

(Name)

Date Accepted: _____

HOLTON BROTHERS, INC.

By: *John Holton*

John Holton
Vice President



Library Board Memorandum

To: Board of Trustees
From: Janice Foley, Library Director
Date: 6/01/2026
Re: Terrace HVAC

The Friends of the Library Terrace is one of the most popular gathering spaces for patrons throughout the year. Unfortunately, over the past several years, the heating and cooling systems serving the Terrace have performed poorly, resulting in ongoing comfort issues for both patrons and staff.

The Terrace split HVAC units were installed more than 25 years ago and have now reached the end of their useful life. GT Mechanical has made multiple attempts to repair and maintain the units; however, the systems only function temporarily before failing again. Due to the continued breakdowns and unreliability, replacement of the units is necessary.

I asked Tim Uher from GT Mechanical to provide a quote for replacing the Terrace HVAC units, and he has submitted the attached proposal.

We also contacted Always Ready Repair and they have submitted a quote as well.

The Library has allocated \$35,000 within this year's Capital Expense budget to cover the cost of this project. In addition, during the Friends' most recent meeting in the Terrace—where the lack of adequate cooling was especially noticeable—the Friends of the Library expressed a willingness to contribute financially toward the replacement project. While they do not currently have the full amount available, they anticipate being able to make a sizeable donation following their Bingo fundraiser event in October, which would allow the Library to recoup a portion of the project costs.



15729 South Annico Drive
Homer Glen, IL 60491-9273
PH: (708) 645-7400

May 13, 2026

Riverside Public Library
1 Burling Rd
Riverside, IL 60546

Attn: Janice Foley

Subject: Replacement of Terrace HVAC unit
Quote Number: 2161

Thank you for this opportunity. GT Mechanical is pleased to provide the following proposal for your review and approval.

- Furnish and install (1) new outdoor 2 zone heatpump ductless split unit
- Furnish and install (2) new indoor wall mount units
- Remove existing equipment to current E.P.A. standards
- Furnish and install new refrigeration lines as required
- Reconnect existing power wiring and drain lines
- Furnish and install new communication cable from outdoor to indoor unit
- 1 year parts and labor warranty on work performed
- Additional 4 years parts and 6 year compressor warranty

The total price for the work as outlined **\$18,762.00**

Exclusions: Repainting of the new refrigeration, electrical, and drain lines in basement ceiling.

Please ensure that this proposal reflects the items requested and meets your expectations. Let me know if any revisions are necessary.

GT Mechanical can proceed with this work with your approval. Please indicate your approval below. If you need to contact me, my cell phone number is (708) 878-0840, I am also available via email at tuher@gtmechanical.com. We appreciate and value your confidence in GT Mechanical. Thank you again for this opportunity to be of service.

Sincerely,

Tim Uher
GT Mechanical, Inc.
Service Team

1. This proposal is subject to acceptance within 30 days and based on all work being performed during regular business hours except where specified otherwise in the proposal.
2. GT Mechanical guarantees service work against defects in workmanship and material for 30 days until Jun 19, 2026. GT Mechanical will extend the same guarantee it receives from the manufacturer for all material provided by GT Mechanical Inc.



Quote #2840757 for Job #9093780

Bill To **Riverside Public Library**
 1 Burling Road
 Riverside, IL 60546

Service Address **Library**
 1 Burling Road
 Riverside, IL 60546

mitsubishi mini split replacement

- Remove both indoor wall mounted unit and outdoor unit and replace with new mitsubishi units!!
- We will have to apply for permit after job is approved to set install date up

QUOTE SUMMARY

Qty	Item	Non-Member		Arr Membership Basic	
		Per Unit	Total	Per Unit	Total
1	Arr Membership Basic - Covered Systems (1) <i>Priority Service within 8 business hours</i> <i>15% off Service Repairs, and New Installations.</i> <i>Online Scheduling Portal</i> <i>Automatic Renewal Annually (Card must be saved on file to purchase our ARR Membership or Comfort Plan)</i> <i>2 Quick tunes (\$197 value)</i> <i>1 Membership service call (\$129 value)</i> <i>If cleanings are needed, \$59 additional(normal \$159)</i> <i>\$326 value plus 15% with this plan on repairs and installs</i>	\$0	\$0	\$149	\$149
1	48k 2 Zone Heat Pump Hyper Heat <i>Warranty: 12 Year Parts 1 Year labor</i> To learn more about ductless copy and paste this link. https://www.youtube.com/watch?v=FQEmU--sMX4&t=20s Each American Standard®/Mitsubishi Electric unit has an inverter that enables it to quickly change the amount of power it uses. The outdoor unit only uses the precise amount of power needed to reach each zones preferred temperature. Like "cruise control" in a car, the inverter maximizes efficiency, performance and comfort. DELUXE WALL-MOUNTED INDOOR UNIT The WPH Deluxe Wall-mounted Indoor Unit features a 3D i-see Sensor® and offers dual vane operation. The 3D i-see Sensor scans the room, measuring temperature and occupant location. Indirect or Direct airflow settings divert supply air away from or toward room occupants. The unit's interior air duct/vane, coil, and fan features Dual Barrier Coating, which maintains efficiency by keeping the inside clean. The WPH offers triple filtration, a backlit hand controller, and other premium features. Equipment Types Mitsubishi Mini Splits	\$29,544	\$29,544	\$25,544	\$25,544
1	ARR Mitsubishi Indoor Units with 12 Years Parts / 12 Years Compressor - Labor Only Indoor <i>Provider: Always Ready Peace of Mind</i> <i>Term (Years): 12</i> 12 Year Parts 12 Year Labor	\$300	\$300	\$300	\$300
1	ARR Ductless Mini Split System- 1 OUTDOOR & 1 INDOOR UNITS - Units with	\$598	\$598	\$598	\$598

QUOTE SUMMARY

	Non-Member	Arr Membership Basic
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12 years parts / 12 years compressor - < or = 60K BTUH]

Provider: Always Ready Peace of Mind
Term (Years): 12

Our Coverage: Labor and Parts Allowance begins 91 days from plan purchase or day after factory coverage expires (whichever occurs last)

1	TOWN PERMIT	\$0	\$0	\$600	\$600
	GET PERMIT FROM TOWN TO INSTALL NEW HVAC EQUIPMENT				

Subtotal \$27,191

Discount \$1,000

Tax \$0

Total \$26,191

Membership Savings! \$3,400



Flexible Financing Options Available

Payments as low as \$235.27

For any questions:

(708) 671-0813 [Email Us](#)

Check Payable To: **Always Ready Repair**

Always Ready Repair 8755 W 131st St, Palos Park, IL 60464 15507 South 70th Court, Orland Park, IL 60462 • Is your HVAC system getting older? A new system can save on energy bills, and you can get thousands in rebates and tax credits! See real prices and tailored incentives in just a few clicks: <https://bit.ly/ARRiq> BUY FILTERS: <https://www.alwaysreadyrepair.com/shop/#/products>

PAYMENT TERMS: The entire invoice is due upon completion of described work. Any payment not received within 30 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the state where the work was performed until paid. If applicable, sales tax is included in the price. The customer agrees to pay all expenses incurred by the Seller for the collection of any delinquent accounts, including, but not limited to, attorney's fees, filing fees, and costs. Any and all disputes arising out of this sale shall be interpreted under the state's laws in which the work was performed. Payment is due upon completion; by signing, you agree Always Ready can charge the credit card and or check for the service rendered. Memberships will auto-renew unless otherwise discussed. Permits are not included, and fees associated are the customer's responsibility unless the permit fee is discussed and included in the quote and invoice.

Janice — for arranging mom's
Thank you for her in my
the donation of a book collection.
the donation wrapping your
honor to the loved you
She would have — Margaret Scanlon
the collection!

Thank you sincerely for sharing our sorrow.
Your kindness is deeply appreciated
and will always be remembered.

The family of
Margaret Scanlon

