



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
August 18, 2026
7:00 P.M.

The City Council meeting will be held in the Council Chambers. Participation (only) join at <https://meet.goto.com/COFH> or dial in at 1 (786) 535-3211 - Access Code: 808-004-661 - Please mute your phone during the meeting. To install the application: <https://meet.goto.com/install>

A. Pledge of Allegiance

F. Consent Agenda:

City Council Minutes – August 04, 2026

Finance Director's Report

Presentation of Bills - \$ 2,258,776.72

B. Invocation

C. Call to Order

G. Committee Reports

D. Roll Call

H. Communications from Mayor

E. Public Participation

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 42-'26 an Ordinance amending Ordinance No. 190, "The Revised Code", thereby modifying Chapter 7 – Building Code. (Community Committee)

K. NEW BUSINESS

Proposed Resolution No. 46-'26 a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with DMS Contracting, Inc. for the City's Oil and Chip Program – Moody Park. (Operations Committee)

Proposed Resolution No. 47-'26 a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Rooters Asphalt for the Asphalt Resurfacing Program – FY27 for various streets with the City. (Operations Committee)

Proposed Resolution No. 48-'26 a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with WWCS, Inc. for the Fairview Heights Council Chambers Renovation Project. (Operations Committee)

L. MOTION

M. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
August 04, 2026**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 p.m. by Mayor Mark T. Kupsky in the City Council Chambers, 10025 Bunkum Road, Fairview Heights, IL and also conducted virtually for guest attendees and City Council members per Resolution 4391-2021 with the Pledge of Allegiance and Invocation by City Clerk Karen Kaufhold.

ROLL CALL

Roll call of Aldermen present: Brenda Wagner, Barbara Brumfield, Pat Peck, Jeff Harris, Frank Menn, Josh Frawley, Anthony LeFlore, James Winkeler. Alderman Bill Poletti was absent – excused – attended virtually. Alderman James King was absent – unexcused. City Clerk Karen Kaufhold and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Mayor Mark addressed why the tabled minutes from the July 21st City Council Meeting were left off the current Agenda. The July 7th, 2026 minutes were tabled until the Mayor received legal counsel regarding the voting rights of an absent Aldermen with an unexcused absence while attending virtually. On August 3, 2026, Attorney Andrew Hoerner replied to the Mayor regarding the issue. The response will be shared with the Council Members, though it missed the deadline for posting requirements for the August 4th, 2026 Agenda. Attorney Andrew Hoerner advised Alderman Josh Frawley's vote to be stricken from any and all votes from the July 7th City Council Meeting, as being absent, not excused, while attending virtually does not grant you permission to vote.

Alderman Wagner moved to approve the July 21st, 2026 City Council Meeting Minutes. Seconded by Alderman Frawley.

Roll call on the July 21st, 2026 City Council Meeting Minutes showed Aldermen Wagner, Brumfield, Peck, Harris, Poletti, Menn, Frawley, LeFlore, and Winkeler voting "Yea". Aldermen King was absent from the vote. Motion passes with 9 yeas.

COMMITTEE REPORTS

The Mayor announced that the Administration and Operations Committee Meeting will be on Wednesday, August 12, 2026 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark begins by discussing the plans for the upcoming renovations to the City Council Chambers room. Mayor Kupsky stated that there was a ribbon cutting for Northbend Senior Housing yesterday. Mayor announced the Midwest Salute to the Arts Festival will be held August 28th – 30th, 2026, at Moody Park.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Pat Peck informed everyone Trekking for Trash will be this Saturday, August 8th, 2026. Alderman Peck also shared Trekking for Trash was invited by Great Day St. Louis to be featured.

UNFINISHED BUSINESS

None

NEW BUSINESS

Proposed Ordinance No. 41-'26 an Ordinance to add territory to the Fairview Heights Enterprise Zone. Motion made by Alderman Wagner. Seconded by Alderman LeFlore.

Alderman Menn made a motion to advance Proposed Ordinance No. 41-'26 to the second reading. Seconded by Alderman LeFlore.

Roll call to advance Proposed Ordinance No. 41-'26 to the second reading showed Aldermen Wagner, Brumfield, Peck, Harris, Poletti, Menn, Frawley, LeFlore, and Winkeler. Alderman King was absent from the vote. Motion passes with 9 yeas.

Roll call on Proposed Ordinance No. 41-'26 showed Aldermen Wagner, Brumfield, Peck, Harris, Poletti, Menn, Frawley, LeFlore and Winkeler voting "Yea". Aldermen King absent from the vote.

Motion passes with 9 yeas

Proposed Ordinance No. 41-'26 passed on 9 yeas.

Proposed Ordinance No. 41-'26 now becomes **ORDINANCE NO. 2028-2026**

Proposed Ordinance No. 42-'26 an Ordinance amending Ordinance No. 190, "The Revised Code", thereby modifying Chapter 7 – Building Code. Motion made by Alderman Brumfield. Seconded by Alderman LeFlore. Proposed Ordinance No. 42-'26 was read for the first time.

Proposed Ordinance No. 43-'26 an Ordinance authorizing a redevelopment agreement between the City of Fairview Heights, Illinois and Criterion Market Place Commons, LLC for a Redevelopment Project at 301-341 Market Place in the City of Fairview Heights. Motion made by Alderman LeFlore. Seconded by Alderman Peck.

Alderman Menn made a motion to advance Proposed Ordinance No. 43-'26 to the second reading. Seconded by Alderman LeFlore.

Roll call to advance Proposed Ordinance No. 43-'26 to the second reading showed Aldermen Wagner, Brumfield, Peck, Harris, Poletti, Menn, Frawley, LeFlore, and Winkeler. Alderman King was absent from the vote. Motion passes with 9 yeas.

Roll call on Proposed Ordinance No. 43-'26 showed Aldermen Wagner, Brumfield, Peck, Harris, Poletti, Menn, Frawley, LeFlore and Winkeler voting "Yea". Aldermen King absent from the vote.

Motion passes with 9 yeas

Proposed Ordinance No. 43-'26 passed on 9 yeas.

Proposed Ordinance No. 43-'26 now becomes **ORDINANCE NO. 2030-2026**

Motion made by Alderman Wagner to adjourn. Seconded by Alderman LeFlore. Motion carried.

Meeting adjourned at 7:11 P.M.

Respectfully submitted,

Karen Kaufhold
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader - Director of Finance
CC: City Clerk & Directors
Date: August 13, 2026
Re: Finance Report – August 18, 2026 City Council Meeting

Bill List

The Bill List for July 2026 was presented to the Finance Committee and recommended to be forwarded to the August 18, 2026, City Council Meeting. The amount is \$ 2,258,776.72.

Sales Tax Report

Attached is the August Sales Tax Report. The City recorded a 7.6% decrease in sales tax revenue this month compared with the same period last year.

CITY OF FAIRVIEW HEIGHTS, IL
SALES TAX REPORT
State 1% Municipal Tax Portion

DISTRIBUTION MONTH	MAY 2018 - APRIL 2019	MAY 2020 - APRIL 2021	MAY 2021 - APRIL 2022	MAY 2022 - APRIL 2023	MAY 2023 - APRIL 2024	MAY 2024 - APRIL 2025	MAY 2025 - APRIL 2026	MAY 2026 - APRIL 2027	% CHANGE	CHANGE IN DOLLARS
MAY	\$ 553,114.13	\$ 518,363.86	\$ 485,349.04	\$ 566,819.87	\$ 611,908.51	\$ 629,180.65	\$ 622,533.94	\$ 603,366.03	-4.1%	\$ (19,167.91)
JUN	676,704.83	473,959.16	779,052.70	762,542.61	743,018.96	741,809.41	783,008.20	\$ 730,811.63	-7.1%	\$ (52,196.57)
JUL	555,320.85	292,786.39	671,227.76	729,663.46	646,895.58	645,682.49	701,715.12	\$ 723,376.57	3.0%	\$ 21,661.45
AUG	607,357.54	352,983.85	705,072.08	696,071.59	671,800.32	672,068.48	708,685.86	\$ 658,522.96	-7.6%	\$ (50,162.90)
SEP	623,578.60	573,698.65	769,875.25	723,295.00	714,236.85	686,146.56	755,562.63			
OCT	540,557.44	553,942.65	644,304.43	655,076.98	633,142.68	662,673.06	714,150.91			
NOV	570,594.16	539,090.76	669,316.96	657,316.09	666,756.88	681,623.37	710,507.47			
DEC	577,677.65	588,959.31	639,166.02	711,995.75	687,640.20	661,750.89	723,106.41			
JAN	560,273.13	552,631.29	666,763.34	688,819.03	667,526.21	761,850.84	717,013.49			
FEB	668,036.72	555,336.35	707,919.44	717,165.05	722,678.85	779,355.75	749,666.72			
MAR	870,591.30	800,244.14	1,021,806.92	938,892.59	965,462.25	954,362.92	1,006,113.92			
APR	457,194.13	499,297.62	567,463.90	591,594.14	597,229.68	581,935.70	608,444.92			
YTD TOTAL	\$ 7,261,000.48	\$ 6,301,294.03	\$ 8,327,317.84	\$ 8,439,252.16	\$ 8,328,296.97	\$ 8,458,440.12	\$ 8,800,509.59	\$ 2,716,077.19		\$ (99,865.93)
YTD CHANGE	-1.8%	-13.6%	33.7%	1.1%	-1.5%	1.9%	4.0%			
MONTHLY AVG	\$ 605,083.37	\$ 525,107.84	\$ 693,943.15	\$ 703,271.01	\$ 694,024.75	\$ 704,870.01	\$ 733,375.80	\$ 679,019.30		

PROPOSED ORDINANCE NO. 42-'26

AN ORDINANCE AMENDING ORDINANCE NO. 190, "THE REVISED CODE", THEREBY MODIFYING CHAPTER 7 – BUILDING CODE

WHEREAS, Chapter 7 of the Fairview Heights Municipal Code provides for the adoption of building code regulations, and

WHEREAS, Certain provisions of the Fairview Heights Municipal Code are not consistent with currently adopted standards provided for by the National Electrical Code, and

WHEREAS, the Fairview Heights Electrical Commission has made modifications to the Fairview Heights Electrical code based on technical review and guidance from the Director of Land Use and Development, and

WHEREAS, the City Council of the City of Fairview Heights has determined it is in the best interest of the City to approve the aforementioned modifications and to update the Fairview Heights Electrical Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, that

SECTION 1: The Fairview Heights Municipal Code shall be and is hereby amended by creating a new Chapter within the Revised code titled Chapter 7 – Building Code, a copy of which is attached hereto as Exhibit A and is incorporated herein by reference.

SECTION 2: The Fairview Heights Municipal Code shall be and is hereby amended by repealing sections 7-2-10 through 7-2-14 of Chapter 7 – Building Code and replacing them with sections 7-2-10 through 7-2-14, a copy of which is attached hereto as Exhibit B and is incorporated herein by reference.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and following its passage, approval and publication as provided by law.

READ FIRST TIME: 08/04/2026

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Sponsored by: Community Committee

PROPOSED RESOLUTION NO. 46-26

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT ON BEHALF OF THE CITY OF
FAIRVIEW HEIGHTS WITH DMS CONTRACTING, INC.
FOR THE CITY'S OIL AND CHIP PROGRAM – MOODY
PARK.**

WHEREAS, it has been determined the need to oil and chip the roadways in
Moody Park, and

WHEREAS, DMS Contracting, Inc. has submitted the best bid in response to the
advertisement for bids for the Fairview Heights Oil and Chip Program – Moody Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into a contract with DMS
Contracting, Inc., 10243 Fuesser Road, Mascoutah, Illinois 62258, for the Fairview
Heights Oil and Chip Program – Moody Park in the amount of Forty-five Thousand Four
Hundred Seventy-seven Dollars and No Cents (\$45,477.00) pursuant to the attached
proposal from Schedule of Prices, attached hereto, made a part hereof and marked
“Exhibit A.”

This Resolution shall be in full force and effect from and after its passage and
approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

"EXHIBIT A"



**Illinois Department
of Transportation**

Local Public Agency Formal Contract

Contractor's Name

DMS Contracting, Inc.

Contractor's Address

10243 Fuesser Road

City

Mascoutah

State

IL

Zip Code

62258

STATE OF ILLINOIS

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Street Name/Road Name

Oil and Chip Program - Moody Park

Type of Funds

General Fund

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

--

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

--

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

--

Official Title

--

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

--

Local Public Agency	Local Street/Road Name	County	Section Number
City of Fairview Heights	Oil and Chip Program - Moody Park	St. Clair	

- THIS AGREEMENT, made and concluded the _____ day of _____ between the City _____ of Fairview Heights _____, known as the party of the first part, and DMS Contracting, Inc. _____, its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____ in City of Fairview Heights _____, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest:

The _____ City _____ of Fairview Heights _____
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
DMS Contracting, Inc.		
Contractor's Name		
10243 Fuesser Road		
Street	P.O. Box	
Mascoutah	IL	62258
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF St. Clair
Fairview Heights
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE NO. Moody Park Oil and Chip
 SECTION NO. N/A
 TYPES OF FUNDS Non-MFT

☒ SPECIFICATIONS (required)

☒ PLANS (required)

For Municipal Projects Submitted/Approved/Passed ☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official Date
--

Department of Transportation ☐ Released for bid based on limited review Regional Engineer Date
--

For County and Road District Projects Submitted/Approved Highway Commissioner Date Submitted/Approved County Engineer/Superintendent of Highways Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County St. Clair
 Local Public Agency Fairview Heights
 Section Number N/A
 Route Moody Park O/C

Sealed proposals for the improvement described below will be received at the office of the City Clerk,
10025 Bunkum Road, Fairview Heights, IL 62208 until 2:00 PM on August 11, 2026
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the Public Works Director
10025 Bunkum Road, Fairview Heights, IL 62208 at 2:00 PM on August 11, 2026
 Address Time Date

DESCRIPTION OF WORK

Name Fairview Heights Oil and Chip Program Length: 13189 feet (2.50 miles)
 Location Various
 Proposed Improvement Provide the City with a Bituminous Surface Treatment Class A-1 on the Moody Park roads
in Fairview Heights.

1. Plans and proposal forms will be available in the office of the City Clerk
10025 Bunkum Road, Fairview Heights, IL 62208
 Address

2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
- BLR 12200: Local Public Agency Formal Contract Proposal
 - BLR 12200a Schedule of Prices
 - BLR 12230: Proposal Bid Bond (if applicable)
 - BLR 12325: Apprenticeship or Training Program Certification (**do not use for federally funded projects**)
 - BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County St. Clair
 Local Public Agency Fairview Heights
 Section Number N/A
 Route Moody Park O/C

1. Proposal of DMS Contracting, Inc.
10243 Fuesser Road, Mascoutah IL 62258
 for the improvement of the above section by the construction of A Class A-1 Surface Treatment

a total distance of 13189.00 feet, of which a distance of 13189 feet, (2.500 miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Fairview Heights
 and approved by the Department of Transportation on N/A
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 5 working days or by _____ unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Treasurer of _____

The amount of the check is _____ (_____).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



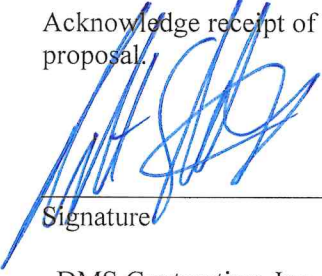
**DEPARTMENT OF
PUBLIC WORKS**

**ADDENDUM NO. 1
FAIRVIEW HEIGHTS OIL AND CHIP PROGRAM – MOODY PARK
CITY OF FAIRVIEW HEIGHTS
JULY 22, 2026**

This addendum forms a part of the Contract. The original Contract Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provision in the prior documents.

- Omit Items 4.d. and 4.e., Page 2 of 6, BLR 12200, Notice to Bidders.

Acknowledge receipt of this Addendum No. 1 by signing, dating, and returning with your proposal.


Signature

8/10/2026
Date

DMS Contracting, Inc.
Company Name

10243 Fuesser Road
Street Address

Mascoutah, IL 62258
City, State, Zip Code

SCHEDULE OF PRICES

Route Moody Park Oil and Chip

Combination Letter	Sections Included in Combinations	Total

Bidder's Proposal for making Entire Improvements

BLR 12200a (01/08/14)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	St. Clair
Local Public Agency	Fairview Heights
Section Number	N/A
Route	Moody Park O/C

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County St. Clair
Local Public Agency Fairview Heights
Section Number N/A
Route Moody Park O/C

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name DMS Contracting, Inc.

Signed By [Signature]

President

Business Address 10243 Fuesser Road
Mascoutah, IL 62258

Insert Names of Officers



President Matthew Stukenberg

Secretary Billie Stukenberg

Treasurer Nancy Seibert

Attest:

Billie Stukenberg
Secretary

PROPOSED RESOLUTION NO. 47-'26

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS WITH ROOTERS ASPHALT FOR THE ASPHALT RESURFACING PROGRAM – FY27 FOR VARIOUS STREETS WITHIN THE CITY.

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the Asphalt Resurfacing Program – FY27 as specified in the proposal; and

WHEREAS, Rooters Asphalt, has submitted the best bid in the interest of the City pursuant to such advertisement for bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with Rooters Asphalt, 350 Carter Street, P.O. Box 175, Beckemeyer, Illinois 62219 for work related to the Asphalt Resurfacing Program – FY27 for the sum of Three Hundred Thirty-eight Thousand One Hundred Fifteen Dollars and Seventy-seven Cents (\$338,115.77) pursuant to the proposal documents attached hereto and marked “Exhibit A.”

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK



Local Public Agency Formal Contract

Contractor's Name

Rooters Asphalt

Contractor's Address

350 Carter Street - PO Box 175

City

Beckemeyer

State

IL

Zip Code

62219

STATE OF ILLINOIS

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Street Name/Road Name

Fairview, Weinel, Chateau

Type of Funds

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Fairview Heights	Fairview, Weinel, Chateau	St. Clair	

- THIS AGREEMENT, made and concluded the _____ day of _____ between the _____
of _____, known as the party of the first part, and **Rooters Asphalt**,
Local Public Agency Contractor
its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____
in **City of Fairview Heights**, approved by the Illinois Department of Transportation on _____, are essential
Local Public Agency Date
documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ of _____
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



COVER SHEET

Proposal Submitted By:			
Contractor's Name Rooters American Maintenance			
D.B.A Rooters Asphalt			
Contractor's Address 350 Carter Street / PO Box 175			
Beckemeyer, IL 62219			
City	State	Zip Code	

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of Fairview Heights	St. Clair	
Route(s) (Street/Road Name)	Type of Funds	
Fairview, Weinel, Chateau	non-MFT	

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project
Submitted/Approved
Highway Commissioner Signature & Date
Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project
Submitted/Approved/Passed
Signature & Date
Official Title
Director of Public Works

Department of Transportation
Released for bid based on limited review
Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Fairview, Weinel, Chateau

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City Clerk

10025 Bunkum Road, Fairview Heights, IL 62208

Address

Name of Office
until 3:00 PM on 08/11/26
Time Date

Sealed proposals will be opened and read publicly at the office of Director of Public Works

10025 Bunkum Road, Fairview Heights, IL 62208

Address

Name of Office
at 3:00 PM on 08/11/26
Time Date

DESCRIPTION OF WORK

Location	Project Length
City of Fairview Heights	1.28miles

Proposed Improvement

Bituminous surface removal, 2" and replacement with 2" HMA Surface course N70 on Fairview Drive, Weinel Drive and Chateau Drive in the City of Fairview Heights.

1. Plans and proposal forms will be available in the office of

Office of the City Clerk

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Fairview, Weinel, Chateau

Rooters American Maintenance PROPOSAL

1. Proposal of D.B.A Rooters Asphalt
350 Carter Street / PO Box 175
Beckemeyer, IL 62219 Contractor's Name

Contractor's Address

2. The plans for the proposed work are those prepared by _____
and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by _____ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of _____
The amount of the check is BID BOND ATTACHED (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____



Contractor's Name

Rooters American Maintenance

Contractor's Address

D.B.A Rooters Asphalt
350 Carter Street / PO Box 175
Beckemeyer, IL 62219

City

State

Zip Code

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Route(s) (Street/Road Name)

Fountains Parkway

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
35100500	AGG BASE CSE, TY A 6	SY	125	\$ 28.90	\$ 3,612.50
40600900	HMA BINDER CSE (HM)	TON	32	\$ 165.65	\$ 5,300.80
40603315	HMA SC "C" N70 2	TON	2009	\$ 130.00	\$ 261,170.00
40800010	BIT MATLS TACK COAT	POUND	8071	\$ 1.17	\$ 9,443.07
40800030	AGG PR CT	TON	18	\$ 86.00	\$ 1,548.00
44000100	PAVEMENT REMOVAL	SY	125	\$ 27.00	\$ 3,375.00
44000157	HMA SURF REM 2	SY	17816	\$ 2.90	\$ 51,666.40
70101700	TRAFFIC CONT & PROT	LS	1	\$ 2,000.00	\$ 2,000.00
Bidder's Total Proposal					\$ 338,115.77

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Fountains Parkway

4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Fairview, Weinel, Chateau

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Fairview, Weinel, Chateau

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City

State

Zip Code

Firm Name

Signature & Date

Title

Business Address

City

State

Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

Rooters American Maintenance, Inc.

Signature & Date

John Garcia 8/11/26

Title

PRESIDENT

Business Address

Rooters American Maintenance

D.B.A Rooters Asphalt

City

350 Carter Street / PO Box 175

State

Zip Code

Beckemeyer, IL 62219

Insert Names of Officers

President

JOHN GARCIA

Attest:


Secretary

Secretary



Treasurer



PROPOSED RESOLUTION NO. 48-‘26

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT ON BEHALF OF THE CITY OF
FAIRVIEW HEIGHTS WITH WWCS, INC. FOR THE
FAIRVIEW HEIGHTS COUNCIL CHAMBERS
RENOVATION PROJECT.**

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the Fairview Heights Council Chambers Renovation project, and

WHEREAS, WWCS, Inc. has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the City of Fairview Heights does hereby authorize the Mayor to enter into a contract with WWCS, Inc. 463 West MacArthur Drive, Cottage Hills, Illinois 62018 to provide labor, materials, and equipment for the Fairview Heights Council Chambers Renovation project for the sum of One Hundred Seventy-six Thousand One Hundred Fifty-one Dollars and No Cents (\$176,151.00) pursuant to the Standard Form of Agreement Between Owner & Contractor – Stipulated Sum attached hereto and marked “Exhibit A.”

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 18th day of August in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

and the Contractor:
(Name, legal status, address and other information)

WWCS, Inc
463 West MacArthur Drive
Cottage Hills, IL 62018

for the following Project:
(Name, location and detailed description)

Council Chambers Renovation
City of Fairview Heights

The Architect:
(Name, legal status, address and other information)

Woolpert, Inc
12 Wolf Creek Dr., Suite 100
Swansea, IL 62226

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than Ninety-One (91) calendar days from the date of commencement of the Work.

☐ [] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Seventy-Six Thousand One Hundred Fifty-One Dollars and Zero Cents (\$176,151.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the Next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Mark Kupsky, Mayor
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Robert Welch, President
WWCS, Inc
463 West MacArthur Drive
Cottage Hills, IL 62018

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
Exhibit B	City of Fairview Heights Council Chambers Renovation	July 27, 2026

- .6 Specifications

Section	Title	Date	Pages
Exhibit A	City of Fairview Heights Council Chambers Renovation	July 27, 2026	

- .7 Addenda, if any:

Number	Date	Pages
Addendum #1	August 7, 2026	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:**
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .9 Other documents, if any, listed below:**
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: Mark Kupsky, Mayor

(Printed name and title)

CONTRACTOR (Signature)

BY: Robert Welch, President

(Printed name and title)

Additions and Deletions Report for **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:41:51 EDT on 08/12/2026.

PAGE 1:

AGREEMENT made as of the 13th day of August in the year Two Thousand Twenty-Six

City of Fairview Heights

10025 Bunkum Road

Fairview Heights, IL 62208

WWCS, Inc

463 West MacArthur Drive

Cottage Hills, IL 62018

Council Chambers Renovation

City of Fairview Heights

Woolpert, Inc

12 Wolf Creek Dr., Suite 100

Swansea, IL 62226

PAGE 2:

☒ A date set forth in a notice to proceed issued by the Owner.

☒ Not later than Ninety-One (91) calendar days from the date of commencement of the Work.

PAGE 3:

N/A

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Seventy-Six Thousand One Hundred Fifty-One Dollars and Zero Cents (\$176,151.00), subject to additions and deductions as provided in the Contract Documents.

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:41:51 EDT on 08/12/2026 under Subscription No.20250092137 which expires on 01/27/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(6a7cd6ee517f1745870e32ed)

N/A

N/A

N/A

N/A

N/A

N/A

PAGE 4:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the Next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.

Ten percent (10%)

PAGE 5:

☒ [X] Litigation in a court of competent jurisdiction

PAGE 6:

Mark Kupsky, Mayor

City of Fairview Heights

10025 Bunkum Road

Fairview Heights, IL 62208

Robert Welch, President

WWCS, Inc

463 West MacArthur Drive

Cottage Hills, IL 62018

N/A

PAGE 7:

Exhibit B

July 27, 2026

City of Fairview Heights Council Chambers Renovation

Exhibit A

July 27, 2026

City of Fairview Heights Council Chambers Renovation

Addendum #1

August 7, 2026

2

PAGE 8:

BY: Mark Kupsky, Mayor

BY: Robert Welch, President