

AIA[®] Document A101[™] – 1997

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the 6TH day of March
in the year of 2007
(In words, indicate day, month and year)

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

Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

Attn: Chief George Seagreav

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

Fulton Contracting Co.
160 N. Garden Avenue
Roselle, IL 60172

The Project is:
(Name and location)

Installation of Fulton Technologies
System 4000 Telemetry Controllers

The Architect is:
(Name, address and other information)

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

AIA Document A201-1997, 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.

This document has been approved and endorsed by The Associated General Contractors of America.

The Owner and Contractor agree as follows.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

§ 4.3 Unit prices, if any, are as follows:

System 4000 Telemetry Controllers - \$4,150.00/siren

System 4000 Local Controller - \$6,200.00/each

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 First (1st) day of a month, the Owner shall make payment to the Contractor not later than the First (1st) day of the Next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

§ 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, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 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.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:

(Name, address and other information)

Chief George Seagreav
255 E. Wilson Avenue
Lombard, IL 60148

§ 7.4 The Contractor's representative is:

(Name, address and other information)

Frank J. Kehoe
160 N. Garden Ave.
Roselle, IL 60172


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

§ 7.6 Other provisions:

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.


OWNER (Signature)


CONTRACTOR (Signature)

William J. Mueller
(Printed name and title)
Village President

Frank J. Kehoe, Vice President
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



January 26, 2007

E-mailed: stuartb@lombard.com

ATTACHMENT A

Brian Stuart
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

Dear Mr. Stuart:

Thank you for the opportunity to provide a quotation for replacing your DTMF siren controllers with Fulton Technologies System 4000 telemetry controllers.

The System 4000 telemetry system is a two-way supervised monitored and control system. Your sirens will be tested daily for proper operation and growled weekly to ensure the motors are functioning properly. You will receive a fax every Monday and after the monthly test showing the status of your siren system.

Cost for the upgrade, which includes radios, remote terminal units, sensors, dedicated siren frequency, completely installed and tested would be \$4,150.00 per unit or \$62,250.00 for all 15 sirens. Activation of the siren system could be arranged with DuComm since they are currently providing dispatch services for Lombard.

If the Village would prefer to do their own activation, Fulton Contracting would provide you with a System 4000 Local Controller in your facilities for \$6,200.00.

Monitoring of the system would be at no cost for the first year and \$460.00 annually thereafter.

Please call and schedule a time to come to our facility in Roselle for a complete demonstration of the System 4000 Telemetry System.

Should you have any questions or require further information, please contact me.

Sincerely,
FULTON CONTRACTING CO.

Frank J. Kehoe
Vice President

FJK/gmk