



Fletcher-Reinhardt Co.

Wholesale Distributor of Electric Utility and Industrial Equipment
3105 Corporate Exchange Court
Bridgeton, MO 63044

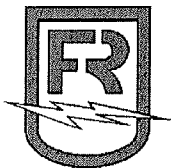
Phone 314-506-0700
Fax 314-506-0705
Toll-Free 800-325-4579
www.fr-electric.com

Please consider these two pages as part of our proposal.

Clarifications & Exceptions

March 8, 2017

- All material for this project is manufactured to order and therefore is **not** returnable.
- Quotation is valid through 5/2/2017.
- Manufacturer of steel poles is TAPP, Inc. (Houston, TX). Manufacturer's proposal notes:
 - Material of coil and plate for the structures is A871.
 - Anchor Bolts included in price for Item 5-7, shipping assembled.
 - Thru vangs are included in price.
 - Grounding provisions and name plates included in price as specified.
 - Polyurethane Coating is included in price as specified.
 - Ground sleeves are included in price as specified.
 - Climbing devices are NOT included in price.
 - Full truck load freight to destination included in price.
 - 1 week rental of jacking device included in price.
 - If Full Scale Testing is required TAPP can procure a third party testing facility for an additional fee of \$100,000 per structure.
 - Distribution Arm included in price only for item 7 (str. 3697).
 - PE stamp included in price.
- Products carry one (1) year warranty from delivery date. Warranty covers only manufacturing defects.
- Design calculations are viewable online, via the online file storage service Dropbox.com. Address to download: <https://www.dropbox.com/s/19akft5fds5lifn/Rochelle%20Steel%20Poles%20-%20Technical%20Proposal.zip?dl=0>
- Design calculations can be emailed upon request to Brett Donjon: bdd@fr-electric.com.
- Design calculations are assumed 'approved in full' unless noted at time of purchase.
- Changes to design or design calculations after issuing of P.O. will null and void the proposed schedule (lead time) and may affect price.
- If changes are due to errors/misinterpretation by TAPP, every effort will be taken not to affect original delivery schedule.
- Approval drawings will be provided 3 weeks after engineering calculations approval, and allow 1 week for customer review.
- Fabrication lead time: 8 weeks after receipt of approved drawings.
- Neither TAPP nor Fletcher-Reinhardt are responsible for unloading or moving product to customer's site.



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- Neither TAPP nor Fletcher-Reinhardt are responsible for designs of data provided by consultant or owner for manufacture of these products.
- Fletcher-Reinhardt will not be responsible for liquidated damage charges or late deliveries. See estimated delivery on the attached pricing spreadsheet.
- Payment terms of NET 30 days are required.
- Quoted pricing in our proposal does not include any applicable sales tax.
- Fletcher-Reinhardt's standard terms and conditions of sale dated January 1, 2000 apply to any order as a result of this quotation.

Thank you,

Brett D. Donjon

Engineer, Fletcher-Reinhardt Co.

Brett.donjon@fr-electric.com

(314) 506-0700

(314) 506-0705 Fax

FLETCHER-REINHARDT COMPANY

STANDARD TERMS AND CONDITIONS OF SALE

JANUARY 1, 2000

1. ACCEPTANCE

Unless otherwise expressly provided herein, it is agreed that the sale of the products described on the face side hereof are expressly made on the terms and conditions contained herein and to the extent of any conflict shall take precedence over any terms and conditions which may appear on Buyer's purchase order unless expressly accepted by Seller in writing. Seller hereby objects to any provisions contained in Buyer's purchase order. Buyer's acceptance of and/or payment for the products covered herein shall constitute an acceptance of these terms and conditions.

2. PRICES

Prices are subject to change without notice. Market conditions will affect our pricing structure. We reserve the right to increase or decrease our selling prices in accordance with current market conditions.

3. PAYMENT TERMS

Unless different terms are specified on the face side hereof, all invoices are due and payable thirty (30) days from date of invoice; thereafter, interest at the maximum rate permitted by law may be charged on unpaid balances. No discount for early payment is authorized. Terms of payment may be changed or credit withdrawn at any time and Seller may require full or partial payment in advance. In the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled to ship any order C.O.D. or to cancel any order then outstanding and shall receive reimbursement for reasonable cancellation charges.

4. TAXES

All prices are exclusive of any present or future sales, revenue or excise taxes, or other tax applicable to the products covered by this order or sale thereof. Such taxes, when applicable, shall be added to the invoice and shall be paid by Buyer unless Buyer provides Seller with proper tax exemption certificate.

5. DELIVERY

Seller reserves the right to specify the mode of shipment and carrier unless otherwise agreed in writing. All stipulated delivery or shipment dates are estimates only. Seller reserves the right to make deliveries of product types in installments and any delay in delivery or non-delivery of any installment of any one or more products shall not relieve Buyer of its obligation to accept and pay for the remaining deliveries. If shipment is delayed at Buyer's request or Buyer fails to accept delivery when tendered, Seller will invoice Buyer according to the schedule of payment terms outlined on the face side hereof, payment shall immediately become due from Buyer to Seller and Buyer shall pay the costs of handling, storage and insurance of the products.

6. RISK OF LOSS; INSURANCE

Risk of loss passes to Buyer at the time of delivery of goods to the carrier, regardless of how freight is paid. Buyer shall insure the products against all risks during transit, unloading, installation and continuously thereafter, for no less than the total amount owed to Seller until final payment is made to Seller, with loss first payable to Seller as its interest may appear. At Seller's request, evidence of such insurance satisfactory to Seller shall be submitted to Seller by Buyer prior to shipment.

7. RETURN OF STOCK MATERIAL

NO CREDIT will be allowed for products returned without permission. Seller reserves the right to apply a restocking charge to credits issued.

8. RETURN OF NON-STOCK MATERIAL

Non-stock products cannot be accepted for return to Seller's warehouse without prior authorization. Upon request, Seller will endeavor to obtain return authorization from Buyer's supplier for products Buyer wishes to return for credit.

9. INSPECTION; BUYER'S REMEDIES

Buyer shall inspect and accept or reject goods within thirty (30) days after receipt at the designated delivery point. Buyer shall give Seller written notice with the reasons therefore of any claim for shortage, error, or other nonconformity of the products within said 30-day period or be barred from any claim or remedy for such shortage, error, or other nonconformity. Buyer's exclusive remedies for all claims arising out of this sale shall be the right to return nonconforming products to Seller and, at Seller's option, to receive repayment of the purchase price or the repair or replacement of nonconforming products or components.

10. WARRANTIES

SELLER WARRANTS THAT THE PRODUCTS ARE AS DESCRIBED ON THE FACE SIDE HEREOF. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. MANUFACTURERS' OR BUYER'S SUPPLIER'S WARRANTIES, IF ANY, ARE THE ONLY WARRANTIES APPLICABLE. SELLER MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING. ANY OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES MADE BY ANY PERSON ARE UNAUTHORIZED AND ARE NOT BINDING UPON SELLER.

11. DELAY IN DELIVERY

Seller is not to be liable for delays in delivery if caused by any legislative, administrative or executive law, order or requisition of the Federal Government or any State or Municipal Government or any subdivision, department, agency, officer or official thereof, or is caused by, but not limited to strike, fire, floods, accidents, wars, delays by carriers, inability to obtain suitable and sufficient labor or materials, or other unavoidable contingencies beyond Seller's control. Factory shipment or delivery dates are the best estimates of Seller's suppliers.

12. LIMITATION OF DAMAGES

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL ECONOMIC LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING FROM DELAY IN DELIVERY OF THE PRODUCTS, THE USE OR OPERATION OF THE PRODUCTS, ANY DEFECTS IN THE PRODUCTS, OR ANY FAILURE OF THE PRODUCTS TO PERFORM TO SPECIFICATIONS, REQUIREMENTS OR EXPECTATIONS OF THE BUYER, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCTS SOLD HEREUNDER.

13. ASSIGNMENT

This agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14. SECURITY INTEREST

To secure payment and performance of all Buyer's obligations in this agreement, Buyer grants to Seller a security interest in the products and the proceeds of any disposition of the products and the insurance proceeds resulting from any damage or destruction of the products until all obligations are fully performed by Buyer. Buyer shall also, if requested by Seller, execute an appropriate security agreement and appropriate documents to effect filing in public records. If Seller is required to employ attorneys or engage in any legal proceedings to enforce its rights hereunder, Buyer agrees to pay Seller's reasonable attorney's fees, costs and expenses incurred in connection with such enforcement.

15. MODIFICATIONS

These terms and conditions constitute the entire agreement between the parties relating to the sales of products described on the face hereof, and no addition to or modification of any provision hereon by way of changes to drawings, designs, specifications or delivery schedule shall be binding upon Seller unless made in writing and signed by a duly authorized employee of Seller.

16. SEVERABILITY

If any provision, clause or term herein is held invalid, the remainder of such provisions, clauses and terms shall not be affected and shall remain enforceable.

17. GOVERNMENTAL REGULATIONS

Seller makes no warranty whatsoever that the products sold hereunder when placed in operation and use by Buyer will comply with pertinent national, state and local health and safety laws, including but not in limitation, the Federal Occupational Safety and Health Act (OSHA) and the regulations, rules and orders issued pursuant to any such laws. Buyer shall be solely responsible for compliance therewith and for any damages, penalties or fines arising from noncompliance.

18. GOVERNING LAW

The validity, performance and construction of this document and the sale of products hereunder shall be governed by the laws of the State of Missouri, including the Uniform Commercial Code as adopted in Missouri.

The Municipality reserves the right, before any award of contract is made, to require any bidder to whom it may make an award of the Principal Contract, to sign a non-collusion affidavit in the form designated below:

NON-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF Saint Louis

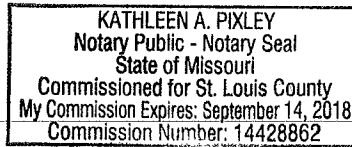
Sharon Edwards, being first duly sworn, deposes and says that he is Secretary * (~~sole owner, partner, president, secretary, etc.~~) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any bidder to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: Sharon L. Edwards
Secretary
Title

Subscribed and sworn to before me this 7th day of March, 2017.

Seal of Notary

Kathleen A. Pixley
Notary Public



* In making out this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole Owner, a partner, secretary", etc. should be struck out.

BID FORM

Rochelle Municipal Utilities
138KV Line Rebuild, Phase 2
Steel Poles Procurement
Specification B1631 K001

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ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Rochelle
420 N. 6th Street
Rochelle, IL 61068

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special

Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 **PROPOSAL #1:** Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

Item #	Pole Length	Pole Class	Quantity	Unit Price (\$)	Unit Weight (#)	Lead Time
1	85'	LD4	1	5,507	3221	12-14 wks
2	85'	LD6	2	5,755	3993	12-14 wks
3	90'	LD4	28	4,781	3472	12-14 wks
4	90'	LD8	1	7,178	4769	12-14 wks
5	75'	STR. 03692	1	17,152	13614	12-14 wks
6	80'	STR. 03696	1	19,586	15165	12-14 wks
7	80'	STR. 03697	1	23,223	17815	12-14 wks

Additional Units (In addition to those indicated in the specification)	Unit Price (\$)
Bolt hole drilled in pole	2.10
10 kip Vang	78.00
1" Pipe Sleeve	10.60
NEMA 2 Grounding Pad	8.40
Distribution Arm for Self-Supported Pole	830.00

Lump Sum Bid Price	\$ 218,024.00 *
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* - Please see Clarifications & Exceptions and F-R Standard Terms & Conditions of sale

Project Delivery Date: 98 Calendar Days ARO (copy attached)

5.02 It is understood and agreed by the undersigned that the Municipal Utility reserves the unrestricted privilege to reject the foregoing proposal indicated above and which the Municipality may consider excessive or unreasonable; to accept such proposal which it may consider fair and reasonable.

The lump sum of the proposal shall be the basis for establishing the amount of the material bond and for comparison of bids.

The above delivery date is to be filled in by the bidder before submitting his proposal.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the work will be substantially complete on or before date specified in 5.01 and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 30 days after date specified in 5.01.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. List of Proposed Major Suppliers;
- B. Affidavit of Non-Collusion.
- C. Any other documents as required by the specifications.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____
(SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

Corporation Name: Fletcher-Reinhardt Co.

State of Incorporation: Missouri

Type (General Business, Professional, Service, other): General Business

By: *James G Reinhardt*
(Signature - attach evidence of authority to sign)

Name (typed or printed): James G Reinhardt

Title: President

Attest *Shawn L. Edwards* (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 3105 Corporate Exchange Court
Bridgeton, MO 63044

Phone: 314-506-0700 Facsimile: 314-506-0705

E-mail address: bdd@fr-electric.com

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Joint Venture

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint
Venture: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership,
corporation, and limited liability company that is a party to the joint venture should be in the
manner indicated above.)

QUALIFICATIONS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Appointment of Counsel.
- B. Pre-qualifications.
- C. Bidder's Qualifications.
- D. Certifications.
- E. Signatures.

1.02 AWARD OF BID

- A. Failure of Bidder to meet all qualification criteria as stated in these Specifications shall disqualify Bidder from consideration for the Project.
- B. The Owner reserves the right to exclude Bidder from consideration due to the Bidder's failure to present with written documentation his experience and capability to complete the project to the Owner's expectations.

PART 2 – QUALIFICATIONS

2.01 APPOINTMENT OF COUNSEL – NON RESIDENT

- A. Bidder has appointed N/A , whose address is _____, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

2.02 PRE-QUALIFICATION

- A. Failure of Bidder to meet the Pre-qualification requirements as stated in the Instruction to Bidders Bid shall disqualify Bidder from consideration for the Project.

2.03 BIDDER'S QUALIFICATIONS

- A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction.
- B. Bidder shall submit written proof and abide by the written proof that the Bidder will complete a minimum of (30) thirty percent of the overall project by his own company and workers.
- C. Bidder shall submit documentation proving that the Bidder is capable of funding the Project, and is not in financial hardship.
- D. Bidder shall submit documentation proving that the Bidder uses only qualified, licensed workers experienced in the line of work.
- E. Bidder's subcontractors shall be the responsibility of the Bidder and shall be considered part of the Bidder's company and shall meet qualification requirements for all aspects of the Project.

2.04 CERTIFICATIONS

- A. The Bidder certifies the following as required by law:
 - 1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.
 - 2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.
 - 3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):

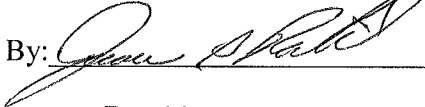
<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Government Entity
<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Corporation	
<input type="checkbox"/> Not-for-Profit Corporation	
<input type="checkbox"/> Tax Exempt Organization (IRC 501 (a) only)	
<input type="checkbox"/> Medical and Health Care Services Provider Corporation	
 - 4. Bidder, if an individual, is not in default on an educational loan.

2.05 REFERENCES - NOT USED

2.06 SIGNATURES

Firm Name: Fletcher-Reinhardt Co.

Federal Taxpayer Identification Number: 43-0862167

By:  _____

Title: President

By: _____

Title: _____

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a power of attorney must be submitted with the bid.

PART 3 – EXECUTION

NOT USED

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Fletcher-Reinhardt Company, Inc.

3105 Corporate Exchange Court
Bridgeton, MO 63044

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Rochelle
420 North 6th Street
Rochelle, IL 61068

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

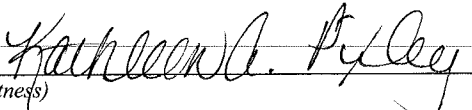
Material provider for 138KV Line Rebuild, Phase 2 Steel Poles Procurement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

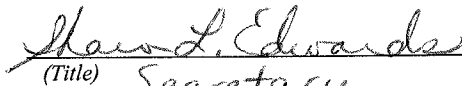
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of March, 2017


(Witness)

Fletcher-Reinhardt Company, Inc. _____
(Principal) (Seal)


(Title) Secretary


(Witness)

Fidelity and Deposit Company of Maryland _____
(Surety) (Seal)


(Title) Theresa A. Hunziker, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gregory L. STANLEY, Theresa A. HUNZIKER, Michael T. REEDY, Carey M. PREWITT, Cindy ROHR, Joel KARSTEN and Karen SPECKHALS, all of St. Louis, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

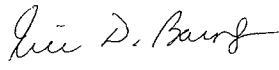
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of March, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Secretary
Eric D. Barnes


Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 10th day of March, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019