

STATUTORY BOND

Bond # NOK1001

Known all men by these presents that OPES, Inc. as PRINCIPAL, and Merchants National Bonding, Inc., a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of One Hundred Ninety-Five Thousand no /100 (DOLLARS); (\$ 195,000.00 .), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

FYE 2014 CONCRETE PROJECTS

has entered into a written CONTRACT (K-1213-196) with THE CITY OF NORMAN, dated July 9, 2013, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT; and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 S2, for the amount so due and unpaid.


It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 9th day of July, 20 13, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 9th day of July, 20 13.

(Corporate Seal) (where applicable)

ATTEST:


Corporate Secretary (where applicable)

Principal
Signed: 

Authorized Representative

Title: President

Address: 330 W Gray St, #135
Norman, OK 73069

Telephone: (405) 360-2911

Statutory Bond No. B-1213-92
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(Corporate Seal) (where applicable)

ATTEST:

Christy
Witness

Surety: Merchants National Bonding, Inc.

Signed: John W. Gipson
Authorized Representative

Printed: John W. Gipson
Authorized Representative

Title: Attorney-in-Fact

Address: 709 Wall Street, Norman OK 73069

Telephone: (405) 321-2727

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
COUNTY OF Owland) ss:

The foregoing instrument was acknowledge before me this 9th day of July, 2013, by Tomas DIAZ, President (Name and Title), of OPES, Inc. a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 9th day of July, 2013.

Christy
Notary Public

My Commission Expires:

January 31, 2014

Commission # 02001846

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____ a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

Statutory Bond No. B-1213-92
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PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) _____
(partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 3rd day of July, 2018.

Y. B. Mesoner
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

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"FALSE INFORMATION AFFIDAVIT"

STATE OF Oklahoma)
COUNTY OF Cleveland) ss:

Tomas Diaz, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of OPES, Inc. to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.


Contractor

Subscribed and sworn to before me this 9th day of July, 2013.


Notary Public

My Commission Expires:

January 31, 2014
Commission # 02601866

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

John W. Gipson, John Cate, Christine D. Walck

of Norman and State of Oklahoma their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SIX MILLION (\$6,000,000.00) DOLLARS

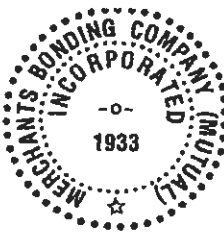
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of July, 2013.



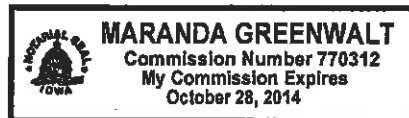
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of July, 2013, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of July, 2013.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurance Center Agency, Inc. 709 Wall Street Norman OK 73069-6303	CONTACT NAME: Dee Lyles CISR PHONE (A/C No. Ext): (405) 321-2727 E-MAIL ADDRESS: dee@ticokc.com FAX (A/C No.): (405) 321-3074
INSURED OPES, Inc. DBA Orinoco Petroleum & Environmental Services, Inc. 330 W Gray St #135 Norman OK 73069	INSURER(S) AFFORDING COVERAGE INSURER A: America Safety Indemnity Comp INSURER B: CompSource Oklahoma INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2013/14 GL/Prof REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ENV012445-13-08	2/27/2013	2/27/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PERSONAL & ADV INJURY \$ 1,000,000				
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A	02126498 12 1	9/1/2012	9/1/2013	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			ENV012445-13-08	2/27/2013	2/27/2014	retro date 2/22/1995; Limit 1,000,000
A	Pollution Liability			ENV012445-13-08	2/27/2013	2/27/2014	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: FYE 2014 Concrete Projects, K-1213-196

\$2,500 Self Insured Retention applies to all coverages except Work Comp.

CERTIFICATE HOLDER

(405) 366-5445

City of Norman
201 W Gray
Norman, OK 73069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Gipson/LEP