CONTRACT

THIS CONTRACT made and entered into this_____day of_____, 20__, by and between Lowe-North Construction, Inc. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

EMBARK EV BUS
PANTOGRAPH SYSTEM INSTALLATION

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) Four Hundred Fourty Eight Thousand Eight Hundred Eighty Eight and 00/100 (DOLLARS);

(NUMERALS) ($ 448,888.00).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

l) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

EV BUS
PANTOGRAPH SYSTEM INSTALLATION

90 Calendar Days

i. 90 Calendar Days does not include weather days
   1. Weather days to be determined by the engineer or the streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%, or as otherwise permitted by applicable law.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

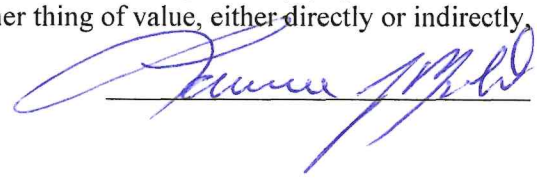
12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) If CONTRACTOR has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, CONTRACTOR hereby represents, warrants, covenants to the CITY that, in accordance with and pursuant to 21 O.S. § 1289.31 and 74 O.S. § 12001 that (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or boycott energy companies and (ii) will not discriminate against a firearm entity or firearm trade association, or boycott energy companies, during the term of this Agreement.

14) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Kansas ~~Oklahoma~~)
) ss:
COUNTY OF Miami)

LAWRENCE J JOHN, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.



Contractor

Subscribed and sworn to before me this 3RD day of November, 2026.

Ruth Macoubrie
Notary Public



Contract No K-2627-71
Page 3 of 4

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 3RD day of November 2026, and the _____ day of _____, 20___.

(Corporate Seal) (where applicable)

Principal Lawrence North

Signed: _____

Title: President

Address 800 A Line Drive, Spring Hill, KS 66083

Telephone: 913-686-3080

ATTEST:
Authorized Representative

_____
Corporate Secretary (where applicable)

CITY OF NORMAN:

Approved as to form and legality this 5 day of NOV 2026.

_____
City Attorney

Approved by the Council of the City of Norman, this ____day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

CONTRACT AFFIDAVIT

STATE OF Kansas)
) ss:
COUNTY OF Miami)

Lawrence J. North, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Lowe-North Construction, Inc. to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Contractor

Subscribed and sworn to before me this 3RD day of November, 2026.

Ruth Macoubrie
Notary Public

My Commission Expires:

July 19, 2029

RUTH MACOUBRIE
Notary Public, State of Kansas
My Appointment Expires
July 19, 2026

TWIN LAKES
INSURANCE AGENCY
Established 1983

October 16, 2026

City of Norman, Oklahoma
225 North Webster Avenue
Norman, OK 73069

Re: Lowe North Construction Inc.
Bond #2690333
Bond Amount: $448,888.00
CONTRACT K-2627-71, EMBARK EV BUS, PANTOGRAPH SYSTEM INSTALLATION

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

West Bend Insurance Company

By: Laura M Buhrmester
Laura Buhrmester, Attorney-in-Fact

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO.

WEST BEND®

Bond No. N/A

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Angela Alvarez, Sam Backhus, Alissa Barragan-Lancaster, Jamie Behrmann, Laura Buhrmester, Deanna Carver, Dawson Davis, Margaret Dunn, Susan Falter, Payton Garrison, Shae Gipe, Kevin Griffel, Sheina Key, Carrie McArthur, Norma Minshall, Maria Noorani, Jace Olson, Patricia Phillips, Travis Reitz, Michelle Rosencrants, Michael Schieber, Jenny Schweitzer Cook, Timothy Seiler, Jim Shultz, Michael Smith, Mark Smith, Patricia Squires, Tanya Talbott

lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16th day of October, 2026.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

Bond No. 2690333

CITY OF NORMAN
MAINTENANCE BOND

Know all men by these presents that Lowe-North Construction, Inc., as Principal, and West Bend Insurance Company, a corporation organized under the laws of the State of Wisconsin, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Four Hundred Fourty Eight Thousand Eight Hundred Eighty Eight and 00/100 DOLLARS ($ 448,888.00), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of Sixty Seven Thousand Three Hundred Thirty Four and No/100 DOLLARS($ 67,334.00), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four years thereafter, for 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:

EMBARK EV BUS
PANTOGRAPH SYSTEM INSTALLATION

has entered into a written CONTRACT (K-2627-71) with the CITY OF NORMAN, dated this _____ day of _____, 20___ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount for the first year and then 15% of the contract amount for the following four (4) years. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

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 obligations of this Bond.

IN WITNESS WHEREOF, the said 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 ___ day of _____, 20___, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the _____ day of _____, 20___.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Principal Signed: _____
Authorized Representative

Title: President

Address: 800 S A Line Drive
Spring Hill, KS 66083

Telephone: (913) 592-4025

(Corporate Seal) (where applicable)

ATTEST: Carrie McArthur

Surety: West Bend Insurance Company

Signed: _____
Authorized Representative

Printed: Laura M. Buhrmester
Authorized Representative

Title: Attorney-in-Fact

Address: 1900 S 18th Ave
West Bend, WI 53095-8796

Telephone: (262) 334-5571

CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas)
) ss:
COUNTY OF Miami)

The foregoing instrument was acknowledge before me this 20th day of October, 2026, by Lawrence J. North, President (Name and Title), of Lowe-North Construction, Inc a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 20th day of October, 2026.

Ruth Macoubrie
Notary Public

My Commission Expires:

July 19, 2029

RUTH MACOUBRIE
Notary Public, State of Kansas
My Appointment Expires
July 19, 2029

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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:
_____

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 5 day of Nov, 2026.

_____
City Attorney

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

ATTEST:

_____ _____
City Clerk Mayor

PERFORMANCE BOND

Bond No. 2690333

Know all men by these presents, that Lowe North Construction, Inc. as PRINCIPAL, and West Bend Insurance Company Corporation organized under the laws of the State of Wisconsin and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Four Hundred Forty Eight Thousand Eight Hundred Eighty Eight and No/100 DOLLARS, ($ 448,888.00), for 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:

EMBARK EV BUS
PANTOGRAPH SYSTEM INSTALLATION

has entered into a written CONTRACT (**K-2627-71**) with THE CITY OF NORMAN, dated this _____ day of _____, 20___ 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, in all particulars, well and truly, perform and abide by said CONTRACT and all specifications and covenants thereto and shall promptly and properly complete the work on this PROJECT in accordance with the CONTRACT; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expenses to life or property suffered or sustained by any person, firm or corporation caused by PRINCIPAL or their or its agents, servants or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding or protecting the same, or from any act or omission of PRINCIPAL of their or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the 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 obligations 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), and the _____day of _____, 20___ 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(s) on the day of_____, 20___.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Principal Signed: _____
Authorized Representative

Title: President

Address: 800 S A Line Drive

Spring Hill, KS 66083

Telephone: (913) 592-4025

(Corporate Seal) (where applicable)

ATTEST: Carrie MacArthur

Surety: West Bend Insurance Company

Signed: Laura M Buhrmester
Authorized Representative

Printed: Laura M. Buhrmester
Authorized Representative

Title: Attorney-in-Fact

Address: 1900 S 18th Ave
West Bend, WI 53095-8796

Telephone: (262) 334-5571

CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas)
) ss:
COUNTY OF Miami)

The foregoing instrument was acknowledge before me this 20th day of October, 2026, by Lawrence J. North, President (Name and Title), of Lowe-North Construction, Inc, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 20th day of October, 2026.

Ruth Macaulie
Notary Public

My Commission Expires:
July 19, 2029

RUTH MACOUBRIE
Notary Public, State of Kansas
My Appointment Expires
July 19, 2029

Performance Bond No. B-2627-40
Page 2 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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:

_____

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 5 day of Nov, 2025.

_____
City Attorney

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

ATTEST:

_____ _____
City Clerk Mayor

STATUTORY BOND

Bond No. 2690333

Know all men by these presents that Lowe North Construction, Inc. as PRINICPAL, and West Bend Insurance Company, a corporation organized under the laws of the State of Wisconsin, 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 Four Hundred Forty Eight Thousand Eight Hundred Eighty Eight and No/100 DOLLARS ($ 448,888.00), 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:

EMBARK EV BUS
PANTOGRAPH SYSTEM INSTALLATION

has entered into a written CONTRACT (**K-2627-71**) with THE CITY OF NORMAN, dated this _____ day of _____, 20___, 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, in all particulars, well and truly, promptly and properly, pay or cause to be paid all indebtedness incurred for labor, materials, rental of machinery or equipment, and repairs of and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or their or its 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 and 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. §§ 1-2, 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 _____day of_____, 20___ , 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_____ day of _____, 20___.

(Corporate Seal) (where applicable)

ATTEST

_____
Corporate Secretary (where applicable)

Principal
Signed: _____
Authorized Representative

Title: _____

Address: 800 S A Line Drive

Spring Hill, KS 66083

Telephone: (913) 592-4025

Statutory Bond No. B-2627-41
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: Beth Summers

Surety: West Bend Insurance Company

Signed: Laura M Buhrmester
Authorized Representative

Printed: Laura M. Buhrmester
Authorized Representative

Title: Attorney-in-Fact

Address: 1900 S 18th Ave
West Bend, WI 53095-8796

Telephone: (262) 334-5571

CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas)
) ss:
COUNTY OF Miami)

The foregoing instrument was acknowledge before me this 20th day of October, 2026, by Lawrence J. North, President (Name and Title), of Lowe. North Construction, Inc.,
a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 20th day of October, 2026.

Ruth Macoubrie
Notary Public

My Commission Expires:
July 19, 2029

RUTH MACOUBRIE
Notary Public, State of Kansas
My Appointment Expires
July 19, 2029

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

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-2627-41
Page 2 of 3

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 5 day of Nov, 2024.

_____
City Attorney

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

ATTEST:

_____
City Clerk

_____
Mayor