



*Lexon Insurance Company  
Endurance American Insurance Company  
Endurance Assurance Corporation*

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## **RIDER**

To be attached to and form a part of the Performance Bond, and Payment Bond and Longfellow Excavating LLC as Principal, in favor of Town of Jerome as Obligee, bond EAIC4027295.

The Principal and the Surety hereby agree to amend the bond for Town of Jerome in the amount of \$133,194 as follows:

The amount is revised to \$149,126.25.

The project name is: School Street Regulator Improvements.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

**SIGNED, SEALED, AND DATED:**

**Endurance American Insurance Company**

A handwritten signature in blue ink that reads 'Gary T. Eastman'.

Gary T. Eastman, Attorney-in-Fact

## PAYMENT BOND

### KNOW ALL PERSONS BY THESE PRESENTS THAT:

Longfellow Excavating LLC  
Name of CONTRACTOR

PO Box 98, Rimrock AZ 86335  
Address of CONTRACTOR

a limited liability company, hereinafter called PRINCIPAL and  
(Corporation), (Partnership) or (Individual)

Endurance American Insurance Company  
Name of SURETY

12890 Lebanon Rd, Mt. Juliet, TN 37122  
Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

Town of Jerome  
Name of OWNER

600 Clark Street, P.O. Box 335 Jerome, AZ 86331  
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of one hundred thirty three thousand, one hundred ninety four dollars and sixty-eight cents (\$133,194.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, DATED THE 12<sup>th</sup> day of November, 2025, a copy of which is hereto attached and made a part of the construction contract for **THE GULCH DRAINAGE IMPROVEMENT PROJECT**.

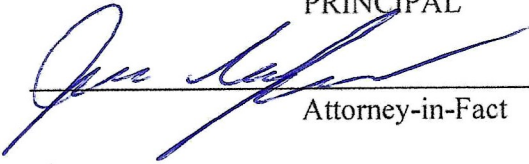
**NOW, THEREFORE**, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, A.R.S., and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of title 34, chapter 2, article 2, A.R.S., to the same extent as if they were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of shall be deemed an original, this 8th day of July which , 2026.

PRINCIPAL'S ATTEST:

By:  \_\_\_\_\_  
PRINCIPAL  
Attorney-in-Fact  
Address: PO Box 98, Rimrock AZ 86335

(SEAL)

SURETY'S ATTEST:

By:  \_\_\_\_\_  
SURETY  
Attorney-in-Fact  
Address: 12890 Lebanon Rd, Mt. Juliet, TN 37122

(SEAL)

## PERFORMANCE BOND

### KNOW ALL PERSONS BY THESE PRESENTS THAT:

Longfellow Excavating LLC

Name of CONTRACTOR

PO Box 98, Rimrock AZ 86335

Address of CONTRACTOR

a limited liability company, hereinafter called PRINCIPAL and  
(Corporation), (Partnership) or (Individual)

Endurance American Insurance Company

Name of SURETY

12890 Lebanon Rd, Mt. Juliet, TN 37122

Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

Town of Jerome

Name of OWNER

600 Clark Street, P.O. Box 335 Jerome, AZ 86331

Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of one hundred thirty three thousand, one hundred ninety four dollars and sixty-eight cents (\$133,194.68) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, DATED THE 12<sup>th</sup> day of November, 2025, a copy of which is hereto attached and made a part of the construction contract for **THE GULCH DRAINAGE IMPROVEMENT**.

**NOW, THEREFORE**, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, A.R.S., and all liabilities on this bond shall be determined in accordance with the provisions of title 34, chapter 2, article 2, A.R.S., to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

**IN WITNESS WHEREOF**, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this 8th day of July, 2026.

PRINCIPAL'S ATTEST:

Longfellow Excavating LLC

PRINCIPAL

By:

Attorney-in-Fact

Address: PO Box 98, Rimrock AZ 86335

(SEAL)

[Signature]

Witness as to PRINCIPAL

5965 Charming Hill Rd  
Address

SURETY'S ATTEST:

Endurance American Insurance Company

SURETY

By:

[Signature]

(SEAL)

Address: 12890 Lebanon Rd, Mt. Juliet, TN 37122

[Signature]

Witness as to SURETY

4747 W 135th Street, Leawood KS 66224  
Address



**SOMPO INTERNATIONAL**

INSURANCE

# POWER OF ATTORNEY

14574

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ('EAC'), **Endurance American Insurance Company**, a Delaware corporation ('EAIC'), **Lexon Insurance Company**, a Texas corporation ('LIC'), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Gary Eastman** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation**

**Endurance American Insurance Company**

**Lexon Insurance Company**

**Bond Safeguard Insurance Company**

*Richard M Appel*

*Richard M Appel*

*Richard M Appel*

*Richard M Appel*

By:  
Richard Appel; SVP & Senior Counsel

By:  
Richard Appel; SVP & Senior Counsel

By:  
Richard Appel; SVP & Senior Counsel

By:  
Richard Appel; SVP & Senior Counsel



## ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:

*Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 3/9/27



## CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:  
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,  
and be it further  
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 8th day of July, 20 26

By: Daniel S. Lurie, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>. In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870