

Bond No. 0751756  
Premium \$ 16,684.00

## PERFORMANCE BOND

This Performance Bond ("Performance Bond"), dated May 1, 2020, is in the penal sum of One Million Two Hundred Seventy Four Thousand Six Hundred Ten and 16/100ths Dollars (\$1,274,610.16\*\*\*\*\*), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned CB2 Builders, Inc. ("Principal" or "Contractor") and the undersigned International Fidelity Insurance Company ("Surety") to ensure the Principal's faithful performance of the Design Build Construction Agreement for the Electric Dispatch Center Renovation project ("Design Build Contract"). This Performance Bond consists of this page and the following Performance Bond Terms and Conditions, Paragraphs 1 through 12. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

### BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the complete and proper performance of the Design Build Contract, which is incorporated herein by reference.
2. If the Principal completely and properly performs all of its obligations under the Design Build Contract, the Surety and the Principal shall have no further obligation under this Performance Bond, except to participate in conferences as provided in Paragraph 3.1 below.
3. If there is no City Default, the Surety's obligation under this Performance Bond shall arise after:
  - 3.1 The City has notified the Contractor and the Surety at their respective addresses described in Paragraph 10 below, that the City is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Design Build Contract. If the City, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Design Build Agreement, but such a mutual agreement shall not waive the City's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The City has declared a Contractor Default and formally terminated the Contractor's right to complete the Design Build Contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1 above.
  - 3.3 The City has agreed to pay the Balance of the Total Contract Price to:
    - 3.3.1 The Surety in accordance with the terms of this Performance Bond and the Design Build Contract; or

3.3.2 To a contractor selected to perform the Design Build Contract in accordance with the terms of this Performance Bond and the Design Build Contract.

4. When the City has satisfied the conditions of Paragraph 3 above, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for the Contractor, with the City's consent, such consent to be in the City's sole discretion, to perform and complete the Design Build Contract. If the City withholds its consent, the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below; or
  - 4.2 Undertake to perform and complete the Design Build Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Design Build Contract, and, upon determination by the City of the best value for the City, arrange for a contract to be prepared for execution by the City and the contractor selected, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design Build Contract; and, if the Surety's obligations defined in Paragraph 6 below exceed the Balance of the Total Contract Price, then the Surety shall pay to the City the amount of such excess; or
  - 4.4 Waive its right to perform and complete the Design Build Contract, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with the City, determine in good faith the amount for which it may then be liable to the City under Paragraph 6, below, for the performance and completion of the Design Build Contract and, as soon as practicable after the amount is determined, tender payment therefor to the City with full explanation of the payment's calculation. If the City accepts the Surety's tender under this Paragraph 4.4, the City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Seller Default. If the City disputes the amount of Surety's tender under this Paragraph 4.4, the City may exercise all remedies available to it at law to enforce the Surety's liability under Paragraph 6, below.
5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Performance Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Performance Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Build Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors at Surety's sole expense.
6. The Surety's monetary obligation under this Performance Bond is limited by the amount of this Performance Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Seller under the Design Build Contract. The Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of the Seller under the Design Build Contract for completion of the Design Build Contract and correction of defective work;

- 6.2 The responsibilities of the Seller under the Design Build Contract to pay liquidated damages, and damages for which no liquidated damages are specified in the Design Build Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, defense costs or other damages; and
- 6.3 Additional legal, design professional and delay costs resulting from the Seller Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.
7. The Surety shall not be liable to the City or others for the obligations of the Contractor that are unrelated to the Design Build Contract, and the Balance of the Total Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the City or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Performance Bond or in any way affect the obligations of Surety on this Performance Bond.
9. Any proceeding, legal or equitable, under this Performance Bond shall be instituted in any court of competent jurisdiction in Placer County, California within two (2) years after the Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Performance Bond, whichever occurs first. If the provisions of this Paragraph 9 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
10. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Performance Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Performance Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
- 12.1 Balance of the Total Contract Price: The total amount payable by the City to the Contractor pursuant to the terms of the Design Build Contract after all proper adjustments have been made under the Design Build Contract, including, for example, deductions for progress payments made, deductions for liquidated damages owed, and increases/decreases for approved modifications to the Design Build Contract.
- 12.2 Design Build Contract: The documents between the City and the Principal identified as the Contract Documents in that certain first above-mentioned Design Build Construction Agreement, including all changes, Addenda and modifications thereto.

- 12.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design Build Contract.
- 12.4 City Default: Material failure of the City, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Design Build Contract or to perform other material terms of the Design Build Contract, provided such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Design Build Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Principal: CB2 Builders, Inc.

Signature: *Tony Campagna*

Name & Title: Tony Campagna - President

Address: 18 Don Timoteo Ct., San Rafael, CA 94903

(Corp. Seal)

Surety: International Fidelity Insurance Company

Signature: *Betty L. Tolentino*

Name & Title: Betty L. Tolentino, Attorney-in-Fact

Address: 2999 Oak Road, Walnut Creek, CA 94597

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Performance Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: Robert R. Schmidt, City Attorney

**END OF DOCUMENT**

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

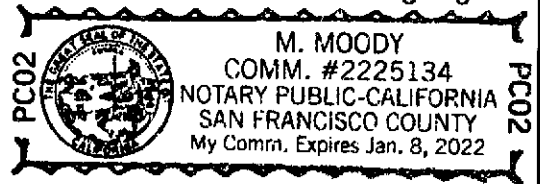
On MAY 1, 2020 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Betty L. Tolentino,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0751756

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

A00558

Irene Martins, Assistant Secretary

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

International Fidelity Insurance Company

of Newark, New Jersey, organized under the laws of New Jersey, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

In WITNESS WHEREOF, effective as of the 9th day of February, 1996, I have hereunto set my hand and caused my official seal to be affixed this 9th day of February, 1996.



By

Chuck Quackenbush  
Insurance Commissioner  
*Victoria S. Sidbury*  
Victoria S. Sidbury  
Deputy

NOTICE

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.





- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

**ONE NEWARK CENTER 20TH FL  
NEWARK, NJ 07102-5207**

**Old Company Names**

**Effective Date**

**Agent For Service**

DOROTHY O'CONNOR-MANSON  
2999 OAK ROAD  
SUITE 820  
WALNUT CREEK CA 94597

**Reference Information**

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

**back to top**

**NAIC Group List**

NAIC Group #: 0225 IAT Reins Co Grp

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

**back to top**

May 1, 2020

City of Roseville  
311 Vernon St.  
Roseville, CA 95678

RE: Bond No. 0751756  
**City of Roseville**  
Design Build Construction Agreement for Electric Dispatch Center Renovation

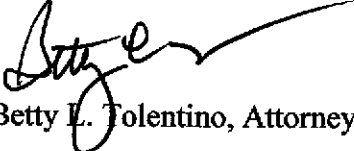
To Whom It May Concern,

The Certificate of Authority for International Fidelity Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for International Fidelity Insurance Company is active and current with the State of California. Certificate Number 6269.

If you have any questions, please call.

Yours truly,

International Fidelity Insurance Company



Betty L. Tolentino, Attorney-in-Fact

:blt

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

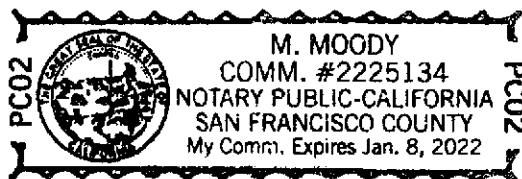
On May 1, 2020 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Betty L. Tolentino  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0751756

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

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San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

A00558

Irene Martins, Assistant Secretary

Bond No. 0751756  
Premium \$ included in charge for  
performance bond

## LABOR AND MATERIAL BOND

This Labor and Material Bond ("Labor and Material Bond") dated May 1, 2020, is in the penal sum of One Million Two Hundred Seventy Four Thousand Six Hundred Ten and 16/100ths Dollars (\$ 1,274,610.16\*\*\*\*\*), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned CB2 Builders, Inc. ("Principal" or "Contractor") and the undersigned International Fidelity Insurance Company ("Surety") to ensure the Principal's payment of claimants pursuant to the Design Build Construction Agreement for the Electric Dispatch Center Renovation project ("Design Build Contract"). This Labor and Material Bond consists of this page and the following Labor and Material Bond Terms and Conditions, Paragraphs 1 through 15. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

### BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and to Claimants, to pay for labor, materials, Equipment furnished and Services provided in the performance of the Design Build Contract, which is incorporated herein by reference.
2. With respect to the City, this obligation shall become null and void if and when the Principal:
  - 2.1 Promptly and fully makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Fully defends, indemnifies and holds harmless the City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design Build Contract, provided the City has promptly notified the Principal and the Surety (at the address described in Paragraph 10 below) of any claims, demands, liens or suits and has tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no City Default.Otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
3. With respect to Claimants, this obligation shall become null and void if and when the Principal promptly and fully makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants; otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
4. The Surety shall have no obligation to Claimants under this Labor and Material Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and, with substantial accuracy, the amount of the claim.

- 4.2 Claimants who do not have a direct contract with the Contractor:
  - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the City, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
  - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or have not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
  - 4.3.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 above is given by the City to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the City, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Labor and Material Bond, and the amount of this Labor and Material Bond shall be credited for any payments made in good faith by the Surety under this Labor and Material Bond.
8. Amounts due the Contractor under the Design Build Contract shall be applied to satisfy claims, if any, under this Labor and Material Bond.
9. The Surety shall not be liable to the City, Claimants or others for obligations of the Contractor that are unrelated to the Design Build Contract. The City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Labor and Material Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Labor and Material Bond.
10. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder,

shall release or exonerate Surety on this Labor and Material Bond or in any way affect the obligations of Surety on this Labor and Material Bond.

11. Any proceeding, legal or equitable, under this Labor and Material Bond shall be instituted in any court of competent jurisdiction in Placer County, California within one (1) year from the date on which (i) the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.3.3, or (ii) the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design Build Contract, whichever of (i) or (ii) first occurs. If the provisions of this Paragraph 11 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
12. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the City or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below.
13. Any provision in this Labor and Material Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.  
The intent is that this Labor and Material Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Labor and Material Bond, the Principal shall promptly furnish a copy of this Labor and Material Bond or shall permit a copy to be made.
15. **DEFINITIONS**
  - 15.1 **CLAIMANT:** An individual or entity having a direct contract with the Contractor or with a subcontractor (of any tier) of the Contractor to furnish labor, materials or equipment for use in the performance of the Design Build Contract. The intent of this Labor and Material Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design Build Contract, architectural and engineering services used or reasonably required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien or stop payment notice might be asserted.
  - 15.2 **DESIGN BUILD CONTRACT:** The documents between the City and the Contractor identified as the Contract Documents in that certain first above-mentioned Design Build Contract, including all changes, Addenda and modifications thereto.
  - 15.3 **CITY DEFAULT:** Material failure of the City, which has neither been remedied nor waived, to pay the Contractor as required by the Design Build Contract, provided such failure is the cause of the failure of Principal to pay the Claimants and is sufficient to justify Contractor termination of the Design Build Contract.

**IN WITNESS WHEREOF**, the undersigned obligated parties have executed this security instrument.

Principal: CB2 Builders, Inc.

Signature: *Tony Campagna*

Name & Title: Tony Campagna - President

Address: 18 Van Timoteo Ct., San Rafael, CA. 94903

(Corp. Seal)

Surety: International Fidelity Insurance Company

Signature: *Betty L. Tolentino*

Name & Title: Betty L. Tolentino, Attorney-in-Fact

Address: 2999 Oak Road, Walnut Creek, CA 94597

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved:

*Robert P. Schmitt*, City Attorney

**END OF DOCUMENT**



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

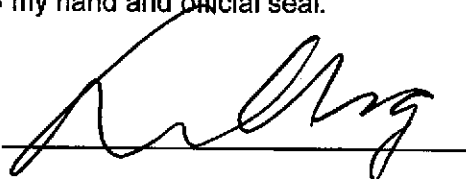
On May 1, 2020 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Betty L. Tolentino  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

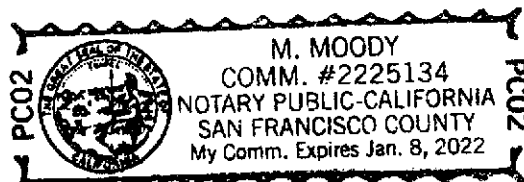
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**POWER OF ATTORNEY**

Bond # 0751756

**HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



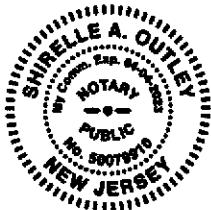
STATE OF NEW JERSEY  
County of Essex

STATE OF ILLINOIS  
County of Cook



Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

Irene Martins, Assistant Secretary

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

International Fidelity Insurance Company

of Newark, New Jersey, organized under the laws of New Jersey, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 9th day of February, 1996, I have hereunto set my hand and caused my official seal to be affixed this 9th day of February, 1996.



By

Chuck Quackenbush  
Insurance Commissioner  
*Victoria S. Sidbury*  
Victoria S. Sidbury  
Deputy

**NOTICE:** Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ONE NEWARK CENTER 20TH FL**  
**NEWARK, NJ 07102-5207**

**Old Company Names**

**Effective Date**

**Agent For Service**

DOROTHY O'CONNOR-MANSON  
 2999 OAK ROAD  
 SUITE 820  
 WALNUT CREEK CA 94597

**Reference Information**

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

**back to top**

**NAIC Group List**

NAIC Group #: 0225 IAT Reins Co Grp

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

**back to top**

May 1, 2020

City of Roseville  
311 Vernon St.  
Roseville, CA 95678

RE: Bond No. 0751756  
**City of Roseville**  
Design Build Construction Agreement for Electric Dispatch Center Renovation

To Whom It May Concern,

The Certificate of Authority for International Fidelity Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for International Fidelity Insurance Company is active and current with the State of California. Certificate Number 6269.

If you have any questions, please call.

Yours truly,

International Fidelity Insurance Company



Betty L. Tolentino, Attorney-in-Fact

:blt

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

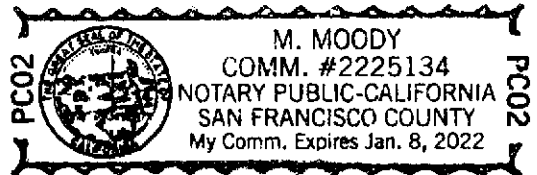
On MAY 1, 2020 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Betty L. Tolentino  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Bond No. 0751756  
Premium \$ included in charge for  
performance bond

## WARRANTY BOND

This Warranty Bond ("Warranty Bond"), dated May 1, 2020, is in the penal sum of One Hundred Twenty Seven Thousand Four Hundred Sixty One and \* for under the Design-Build Construction Agreement for the Electric Dispatch Center Renovation project, and is entered into by and between the undersigned CB2 Builders, Inc. ("Principal" or "Contractor") and the undersigned International Fidelity Insurance Company ("Surety") to guaranty that all Equipment and Services provided by Seller under the above-mentioned Design Build Contract will fulfill the requirements of Principal's warranties and guarantees included in the Contract Documents. This Warranty Bond consists of this page and the following Warranty Bond Terms and Conditions, Paragraphs 1 through 7. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

\*02/100ths Dollars (\$127,461.02)

### BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for a period of one (1) year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all equipment and work provided by Contractor and its subcontractors and subvendors of all tiers in connection with the Design Build Contract.
2. Neither final payment nor use or occupancy of the Equipment or Services performed by the Contractor shall constitute an acceptance of such Equipment or Services not done in accordance with this Warranty Bond or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship, ordinary wear and tear excepted. If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed the terms of the Contract Documents, any Equipment or Services is found to be defective, Contractor and Surety shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Equipment or Services. Contractor and Surety shall remove any defective Equipment rejected by City and replace it with Equipment that is not defective. If Contractor or Surety fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Equipment or Services corrected or removed and replaced. Contractor and Surety shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor and Surety fail to correct defective Equipment or Services, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
3. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City.
4. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Warranty Bond or in any way affect the obligations of Surety on this Warranty Bond.

5. If the Surety does not proceed as provided in Paragraph 2 above, then the Surety shall be deemed to be in default on this Warranty Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Warranty Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Build Contract including, without limitation, and by way of example only, rights to perform work as Surety's expense, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. All abbreviations and definitions of terms used in this Warranty Bond shall have the meanings set forth in the Contract Documents, including, without means of limitation, the Design Build Contract.
7. The foregoing Warranty Bond is in addition to any other guarantees and warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Warranty Bond and any guaranty, warranty or obligation of the Seller under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor and Surety.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Principal: CB2 Builders, Inc.

Signature: TONY CAMPAGNA

Name & Title: TONY CAMPAGNA - President

Address: 18 DON TIMOTEO Ct., SAN RAFAEL, CA. 94903

(Corp. Seal)

Surety: International Fidelity Insurance Company

Signature: Betty L. Tolentino

Name & Title: Betty L. Tolentino  
Attorney in Fact

Address: 2999 Oak Road, Walnut Creek, CA 94597

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino



Surety shall submit the following documents along with this Warranty Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: Robert R. Schmitt, City Attorney

**END OF DOCUMENT**

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

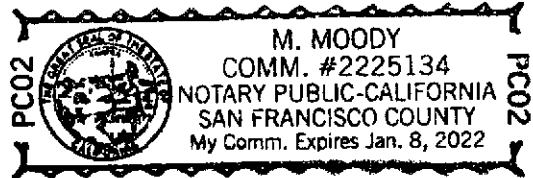
State of California  
County of San Francisco )

On MAY 1, 2020 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Betty L. Tolentino  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

**POWER OF ATTORNEY**

Bond # 0751756

**HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

Irene Martins, Assistant Secretary

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

International Fidelity Insurance Company

of Newark, New Jersey, organized under the  
laws of New Jersey, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within this State,  
subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 9th day  
of February, 19 96, I have hereunto set  
my hand and caused my official seal to be affixed this 9th  
day of February, 19 96.



By

Chuck Quackenbush  
Insurance Commissioner  
*Victoria S. Sidbury*  
Victoria S. Sidbury  
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ONE NEWARK CENTER 20TH FL**  
**NEWARK, NJ 07102-5207**

**Old Company Names**

**Effective Date**

**Agent For Service**

DOROTHY O'CONNOR-MANSON  
 2999 OAK ROAD  
 SUITE 820  
 WALNUT CREEK CA 94597

**Reference Information**

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

**back to top**

**NAIC Group List**

NAIC Group #: 0225 IAT Reins Co Grp

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

**back to top**

May 1, 2020

City of Roseville  
311 Vernon St.  
Roseville, CA 95678

RE: Bond No. 0751756  
**City of Roseville**  
Design Build Construction Agreement for Electric Dispatch Center Renovation

To Whom It May Concern,

The Certificate of Authority for International Fidelity Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for International Fidelity Insurance Company is active and current with the State of California. Certificate Number 6269.

If you have any questions, please call.

Yours truly,

International Fidelity Insurance Company



Betty L. Tolentino, Attorney-in-Fact

:blt

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

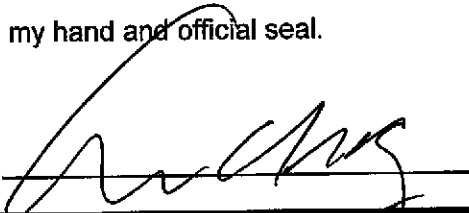
On MAY 1, 2020 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Betty L. Tolentino,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

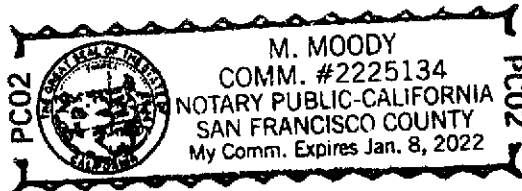
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0751756

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

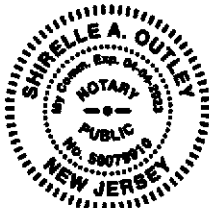
Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

Irene Martins, Assistant Secretary



Bond No. 0751756

Premium \$ included in charge for  
performance bond

## LABOR AND MATERIAL BOND

This Labor and Material Bond ("Labor and Material Bond") dated May 1, 2020, is in the penal sum of One Million Two Hundred Seventy Four Thousand Six Hundred Ten and 16/100ths Dollars (\$ 1,274,610.16\*\*\*\*\*), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned CB2 Builders, Inc. ("Principal" or "Contractor") and the undersigned International Fidelity Insurance Company ("Surety") to ensure the Principal's payment of claimants pursuant to the Design Build Construction Agreement for the Electric Dispatch Center Renovation project ("Design Build Contract"). This Labor and Material Bond consists of this page and the following Labor and Material Bond Terms and Conditions, Paragraphs 1 through 15. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

### BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and to Claimants, to pay for labor, materials, Equipment furnished and Services provided in the performance of the Design Build Contract, which is incorporated herein by reference.
2. With respect to the City, this obligation shall become null and void if and when the Principal:
  - 2.1 Promptly and fully makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Fully defends, indemnifies and holds harmless the City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design Build Contract, provided the City has promptly notified the Principal and the Surety (at the address described in Paragraph 10 below) of any claims, demands, liens or suits and has tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no City Default.Otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
3. With respect to Claimants, this obligation shall become null and void if and when the Principal promptly and fully makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants; otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
4. The Surety shall have no obligation to Claimants under this Labor and Material Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and, with substantial accuracy, the amount of the claim.

- 4.2 Claimants who do not have a direct contract with the Contractor:
  - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the City, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
  - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or have not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
  - 4.3.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 above is given by the City to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the City, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Labor and Material Bond, and the amount of this Labor and Material Bond shall be credited for any payments made in good faith by the Surety under this Labor and Material Bond.
8. Amounts due the Contractor under the Design Build Contract shall be applied to satisfy claims, if any, under this Labor and Material Bond.
9. The Surety shall not be liable to the City, Claimants or others for obligations of the Contractor that are unrelated to the Design Build Contract. The City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Labor and Material Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Labor and Material Bond.
10. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder,

shall release or exonerate Surety on this Labor and Material Bond or in any way affect the obligations of Surety on this Labor and Material Bond.

11. Any proceeding, legal or equitable, under this Labor and Material Bond shall be instituted in any court of competent jurisdiction in Placer County, California within one (1) year from the date on which (i) the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.3.3, or (ii) the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design Build Contract, whichever of (i) or (ii) first occurs. If the provisions of this Paragraph 11 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
12. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the City or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below.
13. Any provision in this Labor and Material Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.  
The intent is that this Labor and Material Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Labor and Material Bond, the Principal shall promptly furnish a copy of this Labor and Material Bond or shall permit a copy to be made.
15. **DEFINITIONS**
  - 15.1 **CLAIMANT:** An individual or entity having a direct contract with the Contractor or with a subcontractor (of any tier) of the Contractor to furnish labor, materials or equipment for use in the performance of the Design Build Contract. The intent of this Labor and Material Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design Build Contract, architectural and engineering services used or reasonably required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien or stop payment notice might be asserted.
  - 15.2 **DESIGN BUILD CONTRACT:** The documents between the City and the Contractor identified as the Contract Documents in that certain first above-mentioned Design Build Contract, including all changes, Addenda and modifications thereto.
  - 15.3 **CITY DEFAULT:** Material failure of the City, which has neither been remedied nor waived, to pay the Contractor as required by the Design Build Contract, provided such failure is the cause of the failure of Principal to pay the Claimants and is sufficient to justify Contractor termination of the Design Build Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this security instrument.

Principal: CB2 Builders, Inc.

Signature: *Tray Campagna*

Name & Title: TONY Campagna - President

Address: 10 Don Timoteo Ct., San Rafael, CA. 94903

(Corp. Seal)

Surety: International Fidelity Insurance Company

Signature: *Betty L. Tolentino*

Name & Title: Betty L. Tolentino, Attorney-in-Fact

Address: 2999 Oak Road, Walnut Creek, CA 94597

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: *Robert R. Schum.* City Attorney

**END OF DOCUMENT**

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

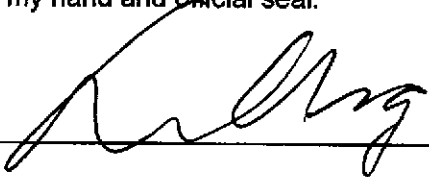
On May 1, 2020 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Betty L. Tolentino  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

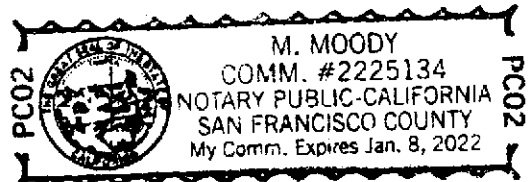
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**POWER OF ATTORNEY**

Bond # 0751756

**HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

Irene Martins, Assistant Secretary

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

International Fidelity Insurance Company

of Newark, New Jersey, organized under the laws of New Jersey, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 9th day of February, 1996, I have hereunto set my hand and caused my official seal to be affixed this 9th day of February, 1996.



Chuck Quackenbush  
Insurance Commissioner  
*Victoria S. Sidbury*  
Victoria S. Sidbury  
Deputy

By

NOTICE

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

**ONE NEWARK CENTER 20TH FL  
NEWARK, NJ 07102-5207**

**Old Company Names**

**Effective Date**

**Agent For Service**

DOROTHY O'CONNOR-MANSON  
2999 OAK ROAD  
SUITE 820  
WALNUT CREEK CA 94597

**Reference Information**

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

**back to top**

**NAIC Group List**

NAIC Group #: 0225 IAT Reins Co Grp

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

**back to top**



May 1, 2020

City of Roseville  
311 Vernon St.  
Roseville, CA 95678

RE: Bond No. 0751756  
**City of Roseville**  
Design Build Construction Agreement for Electric Dispatch Center Renovation

To Whom It May Concern,

The Certificate of Authority for International Fidelity Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for International Fidelity Insurance Company is active and current with the State of California. Certificate Number 6269.

If you have any questions, please call.

Yours truly,

International Fidelity Insurance Company

  
Betty L. Tolentino, Attorney-in-Fact

:blt

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

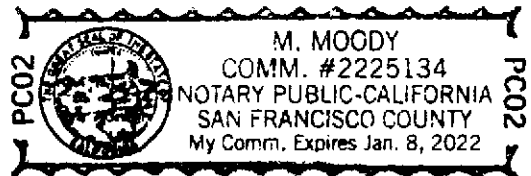
On MAY 1, 2020 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Betty L. Tolentino  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY**

Bond # 0751756

**HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

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San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

Irene Martins, Assistant Secretary

Bond No. 0751756  
Premium \$ included in charge for  
performance bond

## WARRANTY BOND

This Warranty Bond ("Warranty Bond"), dated May 1, 2020, is in the penal sum of One Hundred Twenty Seven Thousand Four Hundred Sixty One and \* for under the Design-Build Construction Agreement for the Electric Dispatch Center Renovation project, and is entered into by and between the undersigned CB2 Builders, Inc. ("Principal" or "Contractor") and the undersigned International Fidelity Insurance Company ("Surety") to guaranty that all Equipment and Services provided by Seller under the above-mentioned Design Build Contract will fulfill the requirements of Principal's warranties and guarantees included in the Contract Documents. This Warranty Bond consists of this page and the following Warranty Bond Terms and Conditions, Paragraphs 1 through 7. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

\*02/100ths Dollars (\$127,461.02)

### BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for a period of one (1) year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all equipment and work provided by Contractor and its subcontractors and subvendors of all tiers in connection with the Design Build Contract.
2. Neither final payment nor use or occupancy of the Equipment or Services performed by the Contractor shall constitute an acceptance of such Equipment or Services not done in accordance with this Warranty Bond or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship, ordinary wear and tear excepted. If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed the terms of the Contract Documents, any Equipment or Services is found to be defective, Contractor and Surety shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Equipment or Services. Contractor and Surety shall remove any defective Equipment rejected by City and replace it with Equipment that is not defective. If Contractor or Surety fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Equipment or Services corrected or removed and replaced. Contractor and Surety shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor and Surety fail to correct defective Equipment or Services, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
3. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City.
4. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Warranty Bond or in any way affect the obligations of Surety on this Warranty Bond.

5. If the Surety does not proceed as provided in Paragraph 2 above, then the Surety shall be deemed to be in default on this Warranty Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Warranty Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Build Contract including, without limitation, and by way of example only, rights to perform work as Surety's expense, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. All abbreviations and definitions of terms used in this Warranty Bond shall have the meanings set forth in the Contract Documents, including, without means of limitation, the Design Build Contract.
7. The foregoing Warranty Bond is in addition to any other guarantees and warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Warranty Bond and any guaranty, warranty or obligation of the Seller under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor and Surety.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Principal: CB2 Builders, Inc.

Signature: Tony Campagna  
 Name & Title: Tony Campagna - President  
 Address: 16 Don Timoteo Ct., San Rafael, CA 94903

(Corp. Seal)

Surety: International Fidelity Insurance Company

Signature: Betty L. Tolentino  
 Name & Title: Betty L. Tolentino  
 Attorney in Fact  
 Address: 2999 Oak Road, Walnut Creek, CA 94597

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Warranty Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: Robert R. Schmidt, City Attorney

**END OF DOCUMENT**

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

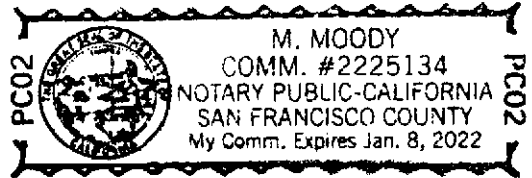
On May 1, 2020 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Betty L. Tolentino  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY**

Bond # 0751756

**HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

Irene Martins, Assistant Secretary



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

International Fidelity Insurance Company

of Newark, New Jersey, organized under the laws of New Jersey, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 9th day of February, 1996, I have hereunto set my hand and caused my official seal to be affixed this 9th day of February, 1996.



By *Victoria S. Sidbury*  
Victoria S. Sidbury  
Deputy  
Chuck Quackenbush  
Insurance Commissioner

NOTICE

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

**ONE NEWARK CENTER 20TH FL  
NEWARK, NJ 07102-5207**

**Old Company Names**

**Effective Date**

**Agent For Service**

DOROTHY O'CONNOR-MANSON  
2999 OAK ROAD  
SUITE 820  
WALNUT CREEK CA 94597

**Reference Information**

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

**back to top**

**NAIC Group List**

NAIC Group #: 0225 IAT Reins Co Grp

**Lines Of Business**

The company is authorized to transact business within these lines of Insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

**back to top**

May 1, 2020

City of Roseville  
311 Vernon St.  
Roseville, CA 95678

RE: Bond No. 0751756  
**City of Roseville**  
Design Build Construction Agreement for Electric Dispatch Center Renovation

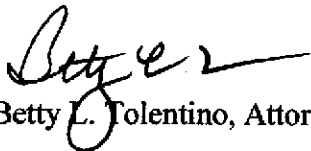
To Whom It May Concern,

The Certificate of Authority for International Fidelity Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for International Fidelity Insurance Company is active and current with the State of California. Certificate Number 6269.

If you have any questions, please call.

Yours truly,

International Fidelity Insurance Company



Betty L. Tolentino, Attorney-in-Fact

:blt

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

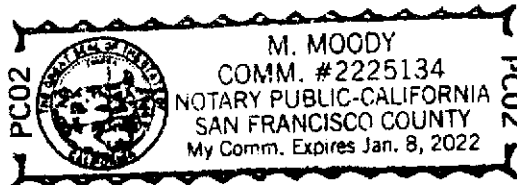
On MAY 1, 2020 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Betty L. Tolentino,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0751756

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San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

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"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

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STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

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Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

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Irene Martins, Assistant Secretary