

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: 4th Avenue SE Street Improvements
Location: 4th Ave SE, Sidney, MT 59270
A/E#: WR22040200
TO (OWNER): City of Sidney
Address: 115 2nd Street SE
City/State/Zip: Sidney, Mt 59270
CONTRACTOR: Century Companies, Inc. Contract Date: 05/17/22

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, the *(here insert name and address of Surety Company)*

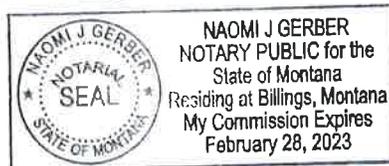
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT , SURETY COMPANY,
on bond of *(here insert name and address of CONTRACTOR)*

Century Companies, Inc.
P.O. Box 579, Lewistown, MT 59457 , CONTRACTOR,
hereby approves of the final payment to the CONTRACTOR, and agrees that the final payment to the CONTRACTOR shall not relieve the Surety Company of any of its obligations to the City of Sidney , OWNER, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
The Surety Company has hereunto set its hand this 17 day of August , 20 22

Travelers Casualty and Surety Company of America
Surety Company
Brandi Davis
Signature of Authorized Representative
Brandi Davis Attorney in Fact
Title

Attest: Naomi J Gerber
(Notary Signature and Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **BRANDI DAVIS** of **BILLINGS**, **Montana**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

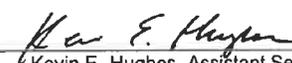
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17** day of **August**, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

CONTRACTOR'S CERTIFICATE AND RELEASE

From: Century Companies, Inc.
(Name of CONTRACTOR)

To: City of Sidney
115 2nd Street SE
Sidney, MT 59270

REFERENCE CONTRACT NUMBER WR2204020 entered into the 17 day of May
20 22, between the City of Sidney (OWNER) and
Century Companies, Inc.

(Name of CONTRACTOR)
of Lewistown Montana for the purpose of _____
(City) (State)
4th Avenue SE Street Improvements
(Type of Operation)

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the OWNER to the CONTRACTOR under the Contract and duly approved Change Orders and modifications the balance of \$222,390.94.
2. The undersigned further certifies that in addition to the amount set forth in Paragraph I, there are outstanding and unsettled the following items which he claims are just and due owing by the OWNER:
 - (a) _____
 - (b) _____
 - (c) _____
 - (d) _____(Itemize claims and amounts due. If none, so state.)
3. The undersigned further certifies that all work required under this Contract including work required under Change Orders numbered: _____, has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the CONTRACTOR and all Subcontractors were in conformity with the Contract provisions relating to said wage rates.
4. Except for the amounts stated under Paragraphs I and II hereof, the undersigned has received from the OWNER all sums of money payable to the undersigned under or pursuant to the above-mentioned Contract or any modification or change thereof.
5. That in consideration of the payment of the amount stated in Paragraph I hereof the undersigned does hereby release the OWNER from any and all claims arising under or by virtue of this Contract, except the amount listed in Paragraph II hereof, provided, however, that if for any reason the OWNER does not pay in full the amount stated in Paragraph I hereof, said deduction shall be automatically included under Paragraph II as an amount which the CONTRACTOR has not released but will release the OWNER from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further releases or assurances as the OWNER may request. Further, in consideration of the payment of the amount stated in Paragraph I hereof, the undersigned agrees to hold the OWNER harmless from any and all costs, liability or expense of any kind in any way arising out of the contract referenced herein, or any subcontracts awarded pursuant thereto.

This Notarial Certificate is to be attached to, and associated with, only the **Contractor's Certificate and Release**.

State of Montana

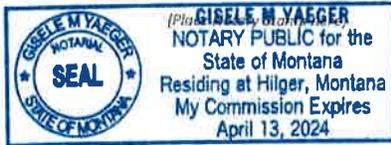
County of Fergus

Guy Slaybaugh, being first duly sworn on oath, deposes and says, first that he is
(Name)
the Civil Operations Mgr of the Century Companies, Inc.
(Title) (Name of Company)

Affiant further states that the matters and things stated herein are, to the best of his knowledge and belief, true.

[Signature]
(Signature)

This instrument was signed or Acknowledged before me on 16 day of August, 20 22



[Signature]
(Notary Signature)

Gisele M Yaeger
(Printed Name)

Notary Public for the State of Montana
Residing at: Hilger
My Commissioner expires: 04/13/22

UNCONDITIONAL LIEN WAIVER FOR PRIME CONTRACTOR

THE UNDERSIGNED HEREBY ACKNOWLEDGES PAYMENT IN FULL FOR ALL LABOR, SERVICES, MACHINERY,
TOOLS AND MATERIALS FURNISHED IN CONNECTION WITH THE CONSTRUCTION OF:

4th Avenue SE Street Improvements

(Project)

AT: 4th Avenue SE Street , Sidney, MT 59270

(Location)

FOR: City of Sidney

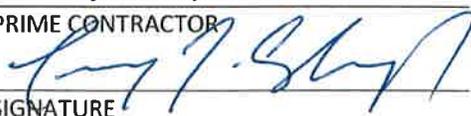
(Owner)

THROUGH THIS 08 DAY OF July , 20 22 .

AND DOES HEREBY RELEASE THE OWNER AND THE PROPERTY FROM ALL CLAIMS WHATSOEVER FOR
SUCH LABOR, SERVICES, MACHINERY, TOOLS, AND MATERIALS FURNISHED AND WAIVES ALL LIEN
RIGHTS THERETO.

Century Companies, Inc.

PRIME CONTRACTOR


SIGNATURE

Civil Operations Manager

TITLE

08/16/22

DATE

ATTEST:
(Notary Seal and Signature)

UNCONDITIONAL LIEN WAIVER FOR SUBCONTRACTOR / SUPPLIER

THE UNDERSIGNED HEREBY ACKNOWLEDGES PAYMENT IN FULL FOR ALL LABOR, SERVICES, MACHINERY,
TOOLS AND MATERIALS FURNISHED IN CONNECTION WITH THE CONSTRUCTION OF:

4th Avenue SE Street Improvements

(Project)

AT: 4th Avenue SE Street , Sidney, MT 59270

(Location)

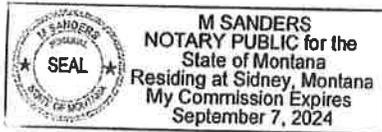
FOR: City of Sidney

(Owner)

THROUGH THIS 6th DAY OF Sept, 20 22.

AND DOES HEREBY RELEASE THE OWNER AND THE PROPERTY FROM ALL CLAIMS WHATSOEVER FOR
SUCH LABOR, SERVICES, MACHINERY, TOOLS, AND MATERIALS FURNISHED AND WAIVES ALL LIEN
RIGHTS THERETO.

State of MT
County of Richland



ATTEST: M Sanders
(Notary Seal and Signature)

Sidney Red-MS+
SUBCONTRACTOR / SUPPLIER

[Signature]
SIGNATURE

TITLE

9-6-22
DATE