



June 27, 2023

The Honorable Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Downtown Sanitary Sewer Rehabilitation
City of Montgomery
TIN No. 74-2063592

Dear Mayor and Council,

Enclosed is Progress Pay Request No. 2 & Final from Cruz Tec, Inc. for the referenced project. The estimate is in order; therefore, we recommend payment in the amount of \$11,864.00 to Cruz Tec, Inc.

Also enclosed is Construction Progress Report No. 2 & Final, which is submitted in accordance with Texas Commission on Environmental Quality Rule No. 293.62. This report covers construction activities for the referenced project during the period from March 18, 2023 to May 18, 2023.

Please note the retainage has been reduced from 10% to 0%.

Should you have any questions or require any additional information, please call me at 713-789-1900.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Donahue".

Sean Donahue, PE
Construction Manager

SD/jmr

Z:\00574 (City of Montgomery)\008 Downtown Sanitary Sewer Rehabilitation\Docs\CA 00574-008-00 (JMR)\6. Pay Estimates & Change Orders\Pay Estimates\Pay Estimate No. 2\Pay Estimate Letter.docx

Enclosure: Pay Estimate No. 2 & Final

cc (via email): Mr. Gary Palmer – City of Montgomery, City Administrator
Ms. Nicola Browe – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Andres Cruz – Cruz Tec, Inc., Contractor
Mr. Chris Roznovsky, PE – Ward, Getz, & Associates, PLLC, City Engineer

APPLICATION AND CERTIFICATE FOR PAYMENT

Project: Downtown Sanitary Sewer Rehabilitation

Project No.: 00574-008-00

☐

Owner: City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Contractor: Cruz Tec, Inc.
12210 Ann Lane
Houston, TX 77064

Summary of Contract Period of Performance

ORIGINAL PERIOD OF PERFORMANCE

Contract			Completion
Awarded	Notice to Proceed	Days	Final
10/13/2022	12/16/2022	90	3/16/2023

THIS PERIOD OF PERFORMANCE

Pay Estimate	Received	Pay Period		Change Order
2 & FINAL	5/18/2023	3/18/2023	5/18/2023	None

PERIOD OF PERFORMANCE TO DATE

Contract Days		Completion	Contract Time Used		Completed Work
Net Adjusted Days	Total Contract Days	Final	Days	%	By Value (%)
0	90	3/16/2023	153	170%	100%

Summary of Contract Cost

Original Contract Amount	\$ 107,750.00
Net Change Orders	\$ -
Current Contract Amount	\$ 107,750.00
Work Completed to Date	\$ 111,710.00
Final Quantity Adjustment	\$ 3,960.00
Less Amount Retained (0%)	\$ -
Less Previous Payment(s) to Contractor	\$ 99,846.00
AMOUNT DUE THIS PAYMENT	\$ 11,864.00

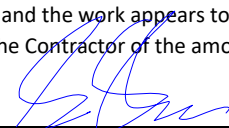
CERTIFICATION AND APPROVAL OF WORK COMPLETED FOR PAYMENT

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Document, that all amounts have been paid by him for work for which previous Recommendation for Payments were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: _____
Cruz Tec, Inc.

Date: _____

Job progress is satisfactory and the work appears to be in compliance with plans and specifications. In accordance with the Contract, the undersigned recommends payment to the Contractor of the amount due as shown above.

ENGINEER:  _____
Ward, Getz & Associates, PLLC

Date: 6/28/2023

OWNER: _____
City of Montgomery

Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Project: Downtown Sanitary Sewer Rehabilitation

Project No.: 00574-008-00

Owner: City of Montgomery
 101 Old Plantersville Road
 Montgomery, Texas 77316

Contractor: Cruz Tec, Inc.
 12210 Ann Lane
 Houston, TX 77064

Summary of Contract Period of Performance

ORIGINAL PERIOD OF PERFORMANCE

Contract			Completion
Awarded	Notice to Proceed	Days	Final
10/13/2022	12/16/2022	90	3/16/2023

THIS PERIOD OF PERFORMANCE

Pay Estimate	Received	Pay Period		Change Order
2 & FINAL	5/18/2023	3/18/2023	5/18/2023	None

PERIOD OF PERFORMANCE TO DATE

Contract Days		Completion	Contract Time Used		Completed Work
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CONTRACTOR:  _____
 Cruz Tec, Inc.

Date: 7/5/23

Job progress is satisfactory and the work appears to be in compliance with plans and specifications. In accordance with the Contract, the undersigned recommends payment to the Contractor of the amount due as shown above.

ENGINEER:  _____
 Ward, Getz & Associates, PLLC

Date: 6/28/2023

OWNER: _____
 City of Montgomery

Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Project: Downtown Sanitary Sewer Rehabilitation

Project No.: 00574-008-00

Period of Performance

Calendar Days

Original

12/16/2022

3/16/2023

90

Revised

12/16/2022

3/16/2023

0

This

3/18/2023

5/18/2023

61

Owner: City of Montgomery

Contractor: Cruz Tec, Inc.

PAY ESTIMATE NO. 2 & FINAL

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	THIS		PREVIOUS		QUANTITY TO DATE	% COMPLETE TO DATE	AMOUNT TO DATE
					QUANTITY	AMOUNT	QUANTITY	AMOUNT			
BID ITEMS											
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount, a certificate of insurance, distribution of door hangers, and weekly project schedules as directed by Engineer.	LS	1.0	\$20,000.00	0.0%	\$0.00	100.0%	\$20,000.00	1.00	100%	\$20,000.00
2	8-inch (8") sanitary sewer rehabilitation by CURED-IN-PLACE process, all depths, including pre- and post-construction cleaning and televising; removal of roots and other pipe obstructions by regular pipe cleaning methods; sewer flow control (including by-pass pumping, if required); for materials testing; removal and replacement of sprinkler systems, and other above ground obstructions per Attachment A of the Contract; providing the Engineer copies of the curing logs; and site restoration to existing or better condition (includes removal and replacement of fencing, sod, etc.); complete in place, as directed by Engineer.	LF	1,590.0	\$35.00	0.0	\$0.00	1,606.0	\$56,210.00	1,606.0	101%	\$56,210.00
3	8-inch (8") POINT REPAIR (using 8-inch (8") SDR 26 PVC, including adapters to connect to existing pipe) by excavation, all depths, replacing 8-feet (8') of pipe for each repair, including excavation; trench safety; groundwater control; sewer flow control (including by-pass pumping, if required); installation; bedding; removal of old pipe; reconnecting service leads to sewer line (as applicable); testing; backfill and compaction testing; pre- and post-construction cleaning and televising; removal and replacement of sprinkler systems and other above ground obstructions per Attachment A of the Contract; and site restoration (includes removal and replacement of fencing, sod, standard concrete driveways, paving, sidewalk, etc. as needed)); complete in place, as directed by Engineer.	EA	4.0	\$3,200.00	0.0	\$0.00	5.0	\$16,000.00	5.0	125%	\$16,000.00
4	SERVICE LEAD RECONNECTION upon completion of CURED-IN- PLACE process by televised remote controlled cutting device including removal of coupon and testing, all depths, all pipe sizes; complete in place, as directed by Engineer.	EA	17.0	\$200.00	0.0	\$0.00	18.0	\$3,600.00	18.0	106%	\$3,600.00

APPLICATION AND CERTIFICATE FOR PAYMENT											
Project: Downtown Sanitary Sewer Rehabilitation				Project No.: 00574-008-00				Period of Performance		Calendar Days	
								Original	12/16/2022	3/16/2023	90
								Revised	12/16/2022	3/16/2023	0
Owner: City of Montgomery				Contractor: Cruz Tec, Inc.				This	3/18/2023	5/18/2023	61

PAY ESTIMATE NO. 2 & FINAL											
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	THIS		PREVIOUS		QUANTITY TO DATE	% COMPLETE TO DATE	AMOUNT TO DATE
					QUANTITY	AMOUNT	QUANTITY	AMOUNT			
5	CLEANING of sanitary sewer manhole to remove mineral deposits, heavy grease, heavy roots, or other stabilized debris from manhole, including mobilization, demobilization, and pre- and post-televising, complete in place, as directed by the Engineer.	EA	1.0	\$750.00	1.0	\$750.00	0.0	\$0.00	1.0	100%	\$750.00
6	Remove & Replace Manhole Ring & Lid with City of Montgomery lid, complete in place, as Directed by Engineer.	EA	1.0	\$1,100.00	0.0	\$0.00	1.0	\$1,100.00	1.0	100%	\$1,100.00
7	Reseal Manhole Lid and Throat, complete in place.	EA	3.0	\$950.00	0.0	\$0.00	3.0	\$2,850.00	3.0	100%	\$2,850.00
8	Installation of steel infiltration dish, complete in place, as directed by the Engineer.	EA	2.0	\$850.00	0.0	\$0.00	2.0	\$1,700.00	2.0	100%	\$1,700.00
9	Traffic Control Plan, as needed.	LS	1.0	\$7,500.00	0.0%	\$0.00	100.0%	\$7,500.00	1.0	100%	\$7,500.00
10	PROJECT REPORT for the total contract, include one (1) copy submitted on the USB drive per monthly pay request, as well as one (1) external hard drive or USB drive for the entire project to be submitted with the final pay requests. USB and/or hard drive to be in format as schematic on Attachment A. Project report also includes providing redlined project layouts of the actual locations and sizes of the sanitary sewer lines and manholes.	LS	1.0	\$2,000.00	0.0%	\$0.00	100.0%	\$2,000.00	1.0	100%	\$2,000.00
TOTAL WORK COMPLETED					\$750.00		\$110,960.00		\$111,710.00		
Retainage					(0%)	\$ -	(10%)	\$ 11,096.00	(0%) \$ -		
Less Previous Payment(s) to Contractor											\$99,846.00
Final Quantity Adjustment											\$3,960.00
TOTAL AMOUNT DUE THIS PAY ESTIMATE											\$11,864.00

PAY ESTIMATE DETAILS	No. 1	No. 2 & FINAL
Status	Approved	Approved
This Pay Estimate	\$ 110,960.00	\$ 750.00
Total Previous Pay Estimate	\$ -	\$ 110,960.00
Amount to Date	\$ 110,960.00	\$ 111,710.00
Retainage This Pay Estimate	\$ 11,096.00	\$ -
Net Retainage/Pay Estimate	\$ 11,096.00	\$ -
Amount Approved/Pay Estimate	\$ 99,864.00	\$ 11,864.00



CERTIFICATE OF SUBSTANTIAL COMPLETION

June 27, 2023

Owner: The Honorable Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

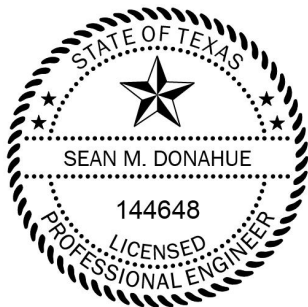
Contractor: Mr. Andres Cruz
Cruz Tec, Inc.
12210 Ann Lane
Houston, TX 77064

Re: Downtown Sanitary Sewer Rehabilitation
City of Montgomery
TIN No. 74-2063592

Dear Mayor and Council,

We have observed the subject project constructed by the CONTRACTOR and find it to be substantially complete in accordance with the approved plans and specifications. The project was periodically observed during construction by our field project representative

We also recommend that the Contractor's warranty period of one-year begin May 18, 2023.



(Professional Engineer Seal of Approval)

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sean Donahue'.

Sean Donahue, PE
Construction Manager

CERTIFICATE OF ACCEPTANCE

June 27, 2023

Mr. Andres Cruz
Cruz Tec, Inc.
12210 Ann Lane
Houston, TX 77064

Re: Downtown Sanitary Sewer Rehabilitation
City of Montgomery
TIN No. 74-2063592

Mr. Cruz,

This is to certify that the City of Montgomery accepts the subject project on the basis of the Certificate of Substantial Completion issued by our Engineers at Ward, Getz, & Associates, PLLC, and understands that a guarantee shall cover a period of one-year beginning May 18, 2023.

Signature: _____
Mr. Gary Palmer
City of Montgomery, City Administrator

Date Approved: _____

cc: Ms. Nicola Browe – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Chris Roznovsky, PE – Ward, Getz, & Associates, PLLC, City Engineer

PROJECT:		DOWNTOWN SANITARY SEWER REHABILITATION								
OWNER:		CITY OF MONTGOMERY					PAY EST. 2/FINAL		18-May-23	
Item No.	Description GENERAL ITEMS	Bid Qty	Unit	Total Work Done			Percent Complete	Contract Unit Price	Amount Due This Estimate	Amount Due To Date
				This	Previous	To-Date				
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount, a certificate of insurance, distribution of door hangers, and weekly project schedules as directed by Engineer.	1	LS	0	1	1.0	100%	\$20,000.00	\$0.00	\$20,000.00
2	8-inch (8") sanitary sewer rehabilitation by CURED-IN-PLACE process, all depths, including pre- and post-construction cleaning and televising; removal of roots and other pipe obstructions by regular pipe cleaning methods; sewer flow control (including by-pass pumping, if required); for materials testing; removal and replacement of sprinkler systems, and other above ground obstructions per Attachment A of the Contract; providing the Engineer copies of the curing logs; and site restoration to existing or better condition (includes removal and replacement of fencing, sod, etc.); complete in place, as directed by Engineer.	1590	LF	0	1606	1606.0	101%	\$35.00	\$0.00	\$56,210.00
3	8-inch (8") POINT REPAIR (using 8-inch (8") SDR 26 PVC, including adapters to connect to existing pipe) by excavation, all depths, replacing 8-feet (8') of pipe for each repair, including excavation; trench safety; groundwater control; sewer flow control (including by-pass pumping, if required); installation; bedding; removal of old pipe; reconnecting service leads to sewer line (as applicable); testing; backfill and compaction testing; pre- and post-construction cleaning and televising; removal and replacement of sprinkler systems and other above ground obstructions per Attachment A of the Contract; and site restoration (includes removal and replacement of fencing, sod, standard concrete driveways, paving, sidewalk, etc. as needed)); complete in place, as directed by	4.0	EA	0	5	5.0	125%	\$3,200.00	\$0.00	\$16,000.00
4	SERVICE LEAD RECONNECTION upon completion of CURED-IN- PLACE process by televised remote controlled cutting device including removal of coupon and testing, all depths, all pipe sizes; complete in place, as directed by Engineer.	17.0	EA	0	18	18.0	106%	\$200.00	\$0.00	\$3,600.00
5	CLEANING of sanitary sewer manhole to remove mineral deposits, heavy grease, heavy roots, or other stabilized debris from manhole, including mobilization, demobilization, and pre- and post-televising, complete in place, as directed by the Engineer.	1	EA	1	0	1.0	100%	\$750.00	\$750.00	\$750.00
6	Remove & Replace Manhole Ring & Lid with City of Montgomery lid, complete in place, as Directed by Engineer.	1	EA	0	1	1.0	100%	\$1,100.00	\$0.00	\$1,100.00
7	Reseal Manhole Lid and Throat, complete in place	3	EA	0	3	3.0	100%	\$950.00	\$0.00	\$2,850.00
8	Installation of steel infiltration dish, complete in place, as directed by the Engineer.	2	EA	0	2	2.0	100%	\$850.00	\$0.00	\$1,700.00
9	Traffic Control Plan, as needed.	1	LS	0	1	1.0	100%	\$7,500.00	\$0.00	\$7,500.00
10	PROJECT REPORT for the total contract, include one (1) copy submitted on the USB drive per monthly pay request, as well as one (1) external hard drive or USB drive for the entire project to be submitted with the final pay requests. USB and/or hard drive to be in format as schematic on Attachment A. Project report also includes providing redlined project layouts of the actual locations and sizes of the sanitary sewer lines and manholes.	1	LS	0	1	1.0	100%	\$2,000.00	\$0.00	\$2,000.00
				Subtotal this estimate:				\$750.00	Total Work to Date:	\$111,710.00
				10% Retainage:					Less 10% Retainage:	\$0.00
				Subtotal:				\$750.00	Subtotal:	\$111,710.00
				Total Contract Amount:				\$107,750.00	Percent Complete	103.68%
INSPECTOR SIGNATURE:				Total Amount Due to pay retainage:				\$11,846.00	Total Amount Due:	\$11,846.00

WAIVER AND LIEN RELEASE UPON FINAL PAYMENT

THE STATE OF TEXAS
COUNTY OF Montgomery

The undersigned contracted with Cruz Tec, Inc. to furnish Labor, Materials and Incidental Items in connection with certain improvements to real property located in Montgomery County, Texas, and owned by City of Montgomery which improvements are described as follows:

Project Name: Downtown Sanitary Sewer Rehabilitation

Project Number: 74-2063592

In consideration of Pay Estimate No. 2 AND FINAL in the amount of Eleven Thousand Eight Hundred Fortys Six Dollars Zero Cents (\$ 11,846.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid (with the exception of the attached invoice) and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements therein, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Executed this 6th day of June, 2023

Cruz Tec, Inc.
By _____
President
Title

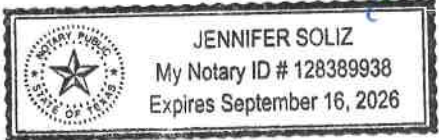
THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, The undersigned authority, on this day personally appeared Andres Cruz of Cruz Tec, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 6th day of June 2023.

MY COMMISSION EXPIRES: 09.16.26

Jennifer Soliz
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



AFFIDAVIT OF FINAL BILLS PAID

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

Andres Cruz Being first duly sworn, state that he is President
of Cruz Tec, Inc. of Harris County of Texas, hereinafter call
"Company", and The said Company has performed work and/or furnished City of
Montgomery hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called
"Contract") for the construction of:

PROJECT: Downtown Sanitary Sewer Rehabilitation
PROJECT NO: 74-2063592

That all just and lawful invoices against the Company for Labor, materials and expendable equipment
employed in the performance of the Contract and have been paid in full prior to acceptance of payments
from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability
arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen
and suppliers.

Executed this 6th day of June, 2023

CONTRACTOR

By

President

Title

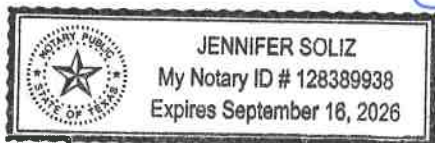
THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, The undersigned authority, on this day personally appeared Andres Cruz
of Cruz Tec, Inc., a Texas Corporation, known to me
to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to
me that the executed the same as the act and deed of such corporation, for the purpose of consideration
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 6th day of June 2023.

MY COMMISSION EXPIRES: 09.16.26

Jennifer Soliz
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



TEXAS CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Downtown Sanitary Sewer Rehabilitation
Job No.: 74-2063592

On receipt by the signer of this document of a check from City of Montgomery in the sum of \$ 11,096.00 payable to Cruz Tec, Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Montgomery located at Montgomery, Texas to the following extent: Sanitary Sewer Rehabilitation.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Cruz Tec, Inc.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 05.31.23

Cruz Tec, Inc.

By _____ [Signature]

President [Title]

STATE OF TEXAS

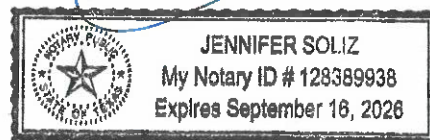
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§
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COUNTY OF Harris

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Andres Cruz, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.

Name: Jennifer Soliz
Notary Public, State of Texas
My commission expires: 09.16.26

AFTER RECORDING RETURN TO:
12210 Ann Lane
Houston, Texas 77064



**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 30157867

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

City of Montgomery

CONTRACT FOR: General Construction

PROJECT:
(Name and address)

CONTRACT DATED:

Downtown Sanitary Sewer Rehabilitation

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(insert name and address of Surety)

Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606

, SURETY,

on bond of
(insert name and address of Contractor)

Cruz Tec, Inc.
12210 Ann Lane
Houston, TX 77064

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(insert name and address of Owner)

City of Montgomery

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 19, 2023
(insert in writing the month followed by the numeric date and year.)



Continental Casualty Company

(Surety)

By: 

(Signature of authorized representative)

Cheryl R. Colson

Attorney-in-Fact

(Printed name and title)

Attest:
(Seal): 

Belinda Rodriguez, Secretary

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Cheryl R. Colson , Individually

of Spring, TX their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30157867
Principal: Cruz Tec, Inc.
Obligee: City of Montgomery

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of May, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of May, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 19th day of May, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

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"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

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