



**Fort Bend County Engineering**  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

## BOND RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

## BOND

Number	<span style="background-color: black; color: black;">[REDACTED]</span>	Amount	\$701,080.80
Principal	Harris Construction Company, Ltd. and Sienna/Johnson Development, L.P.		
Surety	Safeco Insurance Company of America		

CONSTRUCTION PROJECT (Name or location):

## Sienna Scanlan Trace and Sienna Parkway Extension Street Dedication

COURT APPROVED: 7-27-2021 # 121  
DATE OF RETURN: \_\_\_\_\_  
BY: [Signature] \_\_\_\_\_  
Deputy County Clerk

## NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on July 27, 2021, Item # 121 for the above referenced:

Release to: Mr. Glenn Harris  
Harris Construction Company, Ltd.  
6602 Guhn Road  
Houston, Texas 77040

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Fort Bend County Engineering, 301 Jackson, Suite 401, Richmond, Texas 77469 or call 281-633-7501.

Scan Egit

Sean Eglinton, P.E., CFM  
Engineer III

CCM 7-27-2021 #121  
Fort Bend County Clerk  
Return Admin Serv Coord - **RAC**

08/04/2021 Original (i) given to Jillian Peterson, Engineering dept.

AS PER ORIGINAL



Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

July 16, 2021

Commissioner Vincent M. Morales, Jr.  
Fort Bend County Precinct 1  
1517 Eugene Heimann Circle, Suite 300  
Richmond, Texas 77469

**RE: Sienna Scanlan Trace and Sienna Parkway Extension Street Dedication**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected except as noted in the attached letter from Sienna Municipal Utility District No. 5, which detail areas of additional warranty. The streets, along with their footage lengths, are as follows:

Scanlan Trace	2,935.40 LF
Sienna Parkway	1,557.95 LF
Total:	4,493.35 LF

The current bond is # [REDACTED] in the amount of \$701,080.80. Release bond to:

Mr. Glenn Harris  
Harris Construction Company, Ltd.  
6602 Guhn Road  
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Phillip Gardovsky  
Construction Coordinator

PG/dms

Attachment

cc:

Ms. Amanda Carriage, LJA Engineering  
Mr. Derek Goff, Johnson Development  
Mr. Katie McDermott, Harris Construction  
Mr. Jeremy Davis, City of Missouri City  
Mr. Scott Wiegat, FBC Road & Bridge  
File

[acarriage@lja.com](mailto:acarriage@lja.com)  
[derek@johnsondev.com](mailto:derek@johnsondev.com)  
[katie@harrisconstruct.com](mailto:katie@harrisconstruct.com)  
[Jeremy.Davis@missouricitytx.gov](mailto:Jeremy.Davis@missouricitytx.gov)

AS PER ORIGINAL

Sienna Plantation Municipal Utility District No. 5

**MAINTENANCE BOND**

**MAINTENANCE BOND**

STATE OF TEXAS

Contract Date November 9, 2020

COUNTY OF Fort Bend

Date Bond Executed \_\_\_\_\_

PRINCIPAL, Harris Construction Company, Ltd.

SURETY Liberty Mutual Insurance Company

OWNER Sienna Plantation Municipal Utility District No. 5

PENAL SUM OF BOND (in words and figures) Seventy-Four thousand seven hundred forty-eight and 47/100th Dollars (\$74,748.47), being 100 percent of the Contract Price.

CONTRACT for Roadway Repairs for Sienna Scanlan Trace and Sienna Parkway Extension Street Dedication, Sienna Municipal Utility District No. 5, Fort Bend County, TX ("The Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Sienna Plantation Municipal Utility District No. 5

**MAINTENANCE BOND**

Harris Construction Company, Ltd.

PRINCIPAL

By [Signature]

Name Its General Partner LHCC LLC

Title Larry Harris, President

Address 6602 Guhn Road

Houston, Texas 77040

ATTEST

By [Signature]

Name Katie McDermott

Title Secretary

(SEAL)

Liberty Mutual Insurance Company

SURETY

By [Signature]

Name Michelle Ulery

Title Attorney in Fact

(SEAL)

ATTEST

By [Signature]

Name Sheila Fink

Title Account Manager

Physical Address:

10713 W. Sam Houston Parkway N., Suite 650  
Houston, Texas 77064

Mailing Address:

Same as above

Telephone: 713-744-1761

Local Recording Agent Personal Identification Number:

Agency Name: Southern American Insurance Agency, Inc.

Agency Address 13823 Schmidt Road, Cypress, TX 77429

Agency Telephone 281-890-9294

**Surety must attach its original Power of Attorney to this bond.**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_, who signed the Bond on behalf of Principal, was then \_\_\_\_\_ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

Signature of Corporate Secretary

## MAINTENANCE BOND

BOND NO. **100010000**

### KNOW ALL MEN BY THESE PRESENTS:

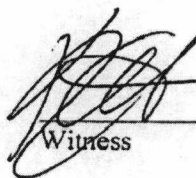
That Harris Construction Company, Ltd., as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company, as Surety, hereinafter called Surety, are held and firmly bound unto Sienna Plantation MUD No. 5 and Fort Bend County as Obligee, hereinafter called Owner, in the penal sum SeventyFourThousand Seven Hundred Forty Eight and 47/100Dollars (\$74,748.47) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.


WHEREAS, Contractor has by written agreement dated 9th of November, 2020 entered into a contract with Owner for Roadway Repair for Sienna Scanlan Trace and Sienna Parkway Extension Street Dedication in accordance with the General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship which shall appear within a period of Two Years from the date of substantial completion of the work provided for in the Contract, then this obligation to be void, otherwise to remain in full force and effect.

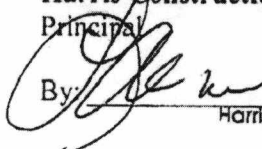
Any and all claims must be submitted to Liberty Mutual Insurance Company prior to the expiration date of this bond.


Signed and sealed this 30th day of April, 2020

  
\_\_\_\_\_  
Witness      *Katie McDermott*  
Secretary

  
\_\_\_\_\_  
Sheila Fink, Secretary  
Witness

Harris Construction Company, LLC  
Principal

By:   
\_\_\_\_\_  
Harris Construction Company,  
LLC  
Larry A. Harris  
Liberty Mutual Insurance Company  
Manager

By:   
\_\_\_\_\_  
Michelle Ulery, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **6200515**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Ulery, Kelly J. Brooks, C.A. McClure, Kenneth L. Meyer

all of the city of Cypress state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 13th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



### TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at  
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at  
1-800-252-3439

You may write the Texas Department of Insurance  
Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### TEXAS AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis para información o para someter una queja al  
1-877-751-2640

Usted también puede escribir a:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al  
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas  
Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**CONSENT OF SURETY  
TO FINAL PAYMENT**

Conforms with the American Institute of  
Architects, AIA Document G707

Project #586312663

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☒  
SURETY ☐  
OTHER ☐

TO OWNER: Sienna Plantation MUD No. 5  
(Name and address) and Fort Bend County

ARCHITECT'S PROJECT NO.: 1415-0200

CONTRACT FOR:

CONTRACT DATED: November 9, 2020

PROJECT: Job #9909 - Roadway Repairs for Sienna Parkway and Scanlan Trace  
(Name and address)

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

Liberty Mutual Insurance Company  
10713 W. Sam Houston Parkway N., Suite 650  
Houston, Texas 77064

, SURETY,

on bond of  
(Insert name and address of Contractor)

Harris Construction Company, Ltd.  
6602 Guhn Rd.  
Houston, TX 77040

, 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)

Sienna Plantation MUD No. 5

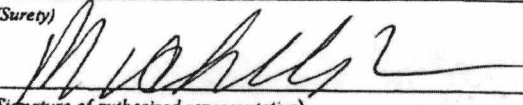
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 30, 2021  
(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company

(Surety)

  
(Signature of authorized representative)

Michelle Ulery, Attorney in Fact  
(Printed name and title)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No. 8200515

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Ulery, Kelly J. Brooks, C A McClure, Kenneth L. Meyer

all of the city of Cypress state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seats of the Companies have been affixed thereto this 13th day of February, 2019



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 13th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12 Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of November, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at  
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at  
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al  
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al  
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



1904 W Grand Parkway N, Suite 100, Katy, Texas 77449  
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386

June 17, 2021

Mr. Rick Staigle, PE  
Fort Bend County Engineering Department  
301 Jackson Street, Suite 401  
Richmond, Texas 77469

Re: Bond Cancellation Inspection Additional Warranty Items  
Sienna Scanlan Trace and Sienna Parkway Extension Street Dedication  
Sienna Municipal Utility District No. 5  
LJA Job No. 1193-0606 (6.1)

Dear Mr. Staigle:

A bond cancellation inspection was performed on Sienna Scanlan Trace and Sienna Parkway Extension Street Dedication on September 8, 2020. This section of roadway is located within the service area of Sienna Municipal Utility District No. 5, the District. The punch list from Fort Bend County was received on September 10, 2020 and the following significant deficiencies were noted in the particular concrete panels along Scanlan Trace (the "Panels") as shown on Exhibit A:

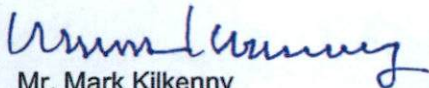
- Repairs with 1 year warranty from contractor (One-Year Repairs) to be enforced by the District:
  - Pavement areas that were removed and replaced:
    - Westbound along Scanlan Trace 75' West to LP #652812
    - Westbound along Scanlan Trace at LP #652810
    - Westbound along Scanlan Trace across at Sequoia Pass
    - Eastbound along Scanlan Trace 75' West and across to LP #652812
    - Eastbound along Scanlan Trace across to LP #652822
  - Bird baths where grinding was used per detail:
    - Eastbound along Scanlan Trace 60' West to LP #652814
    - Eastbound along Scanlan Trace 120' East to LP #652819
- Repairs with 2 year warranty from contractor to be enforced by District (Two-Year Repairs):
  - Pavement areas where injectable sealant was used in lieu of remove and replace:
    - None within this section

The contractor, Harris Construction Company, Ltd. (the "Contractor"), pursuant to a construction contract dated November 9, 2020, (the "Construction Contract") has completed these repairs for the Panels noted above and shown on the attached Exhibit A (the "Repairs") and has provided the District with an additional maintenance bond for the Repairs shown on the attached Exhibit A.

Mr. Rick Staigle, PE  
June 17, 2021  
Page 2

Once the County has deemed that all punch list items have been addressed and the maintenance bond stated above has been provided to the County, the County agrees to issue the final acceptance letter for Sienna Scanlan Trace and Sienna Parkway Extension Street Dedication and release the existing subdivision bond for the above-mentioned plat. The Contractor has provided a warranty of the Repairs in its Construction Contract and a maintenance bond to cover such warranty for the Repairs for a period of one year or two years based on the significant deficiencies listed above. Upon the issuance of the final acceptance letter, the District agrees to enforce the warranty in the Construction Contract relating to the Repairs completed by the Contractor shown on the attached Exhibit A for (1) a period of one (1) year from the date of the Fort Bend County final acceptance letter for One-Year Repairs; (2) a period of two (2) years from the date of the Fort Bend County final acceptance letter for Two-Year Repairs. Prior to the warranty period expiring, the County will re-inspect the Repairs on the attached Exhibit A to ensure that there has been no vertical movement or excessive additional cracking or spalling on cracks that have been sealed nor excessive cracking or bird baths on Panels that have been removed and replaced. If Repairs do not meet the County standards (standards at the time the Repairs were made), the District agrees to enforce the warranty in the Construction Contract and/or the maintenance bond in order for the Contractor to correct the Repairs to the Panels. The District is only agreeing to enforce the warranty for time periods for the significant deficiencies listed above from the date of the County's final acceptance letter, based on the inspections being requested prior to the expiration date and the repair areas pass inspection.

Sincerely,



Mr. Mark Kilkenney  
President  
Sienna Municipal Utility District No. 5



Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

September 10, 2020

Ms. Amanda Carriage, P.E.  
LJA Engineering  
3600 W Sam Houston Parkway S  
Suite 600  
Houston, Texas 77042  
[acarriage@lja.com](mailto:acarriage@lja.com)

**RE: Sienna Scanlan Trace & Sienna Parkway Extension Street Dedication**

Dear Ms. Carriage:

A Final Street Acceptance Inspection on the above listed subject was made on 09/08/2020. Attached, please find the list of deficiencies which should be corrected in **90 days (from the date of this letter)**, or a new inspection may be scheduled after that time.

In addition, the gutters on all streets should be checked and cleaned of dirt, any leaves, etc., where applicable. All expansion joints shall be cleaned out and resealed. All concrete spills shall be removed. All debris shall be cleaned from the right-of-way.

Please email us at [Construction@fortbendcountytexas.gov](mailto:Construction@fortbendcountytexas.gov) when these deficiencies have been corrected so a final inspection can be arranged. **Before acceptance of streets in to the County Road Maintenance system a permanent benchmark survey marker must be placed within the subdivision boundary according to Section 4.17 (Vertical & Horizontal Control) of the Regulations of Subdivisions. Call Mary Jane Sowa at 281-633-7519 to obtain the brass survey marker.**

If you should have any questions regarding this punch list or need additional information, please call.

Sincerely,

Jorge Salgado E.I.T.  
Construction Inspector  
Engineer Technician I

JS/dms

Attachment

cc: Commissioner Vincent M. Morales, Jr., Pct. 1  
Mr. Derek Goff, Johnson Development  
Mr. Katie Marchand, Harris Construction  
Mr. Jessica Kokes, City of Missouri City  
Mr. Scott Wiegat, FBC Road & Bridge  
File

[derek@johnsondev.com](mailto:derek@johnsondev.com)  
[katie@harrisconstruct.com](mailto:katie@harrisconstruct.com)  
[Jessica.kokes@missouricitytx.gov](mailto:Jessica.kokes@missouricitytx.gov)

301 Jackson St., Suite 401 | Richmond, TX 77469  
Phone 281-633-7500

# FORT BEND COUNTY ENGINEERING DEPARTMENT

SUBDIVISION Sienna Scanlan Trace & Sienna Parkway Extension St. Ded.

DATE 09/08/2020

## GENERAL NOTES:

1. Clean and reseal expansion joints as required. Clean out gutters as required. Remove all debris in streets as required. Surface cracks may be repaired by the epoxy pressure injection method. Prior to epoxy pressure injection submit to the County for approval product and the injection method to be used.
2. Pollution Prevention Plan must be in place protecting all streets and drainage structures.
3. DRIVEWAY RETURN: Saw-cut beyond cracked curb, break out and replace.
4. BIRD BATH: Light grinding permitted, no more than 1/4" deep, 6" from face of curb and within 15' of expansion joint. Pavement cracked due to bird bath shall be removed and replaced. Any pavement lifted and cracked during process shall be removed and replaced. Bird Baths moved upstream or down due to repair will also need to be eliminated.
5. BROKEN CURB: Saw-cut beyond cracks on both ends, break out curb and replace. Replace a minimum full length of curb adjacent to sidewalks that extend from front door walks. Replace expansion joints with 3/4" fiberboard.
6. Sidewalks across residential driveways shall be 5 ft. minimum width with a cross slope no greater than 1/4 " per foot or 2 %, and adhere to ADA specifications.
7. Replace all missing buttons for flush valves and street knuckle locations.
8. Clean up all concrete spills within project area.

## SPECIFIC NOTES RELATED TO THIS SUBDIVISION

### STREET NAME

### DESCRIPTION

<b>Scanlan Trace</b>	
50' W to LP #652814	Install missing R4-7 sign at median
LP #52822	Repair storm manhole top; Repair Inlet Top
WB 120' W to LP #52822	2 LF Broken Curb
WB 45' W to LP #652817 (across to)	4 LF Broken Curb
WB 75' W to LP #652812	Remove and replace 15' x 25' pavement area – irregular crack
WB LP #652810	Remove and replace 13' x 70' pavement area – irregular crack
WB Sequoia Pass (across to)	Remove and replace 13' x 13' pavement area – irregular crack, Bird bath
EB 75' W to LP #652812 (across to)	Remove and replace 15' x 25' pavement area – irregular crack
EB 60' W to LP #652814 (across to)	Bird bath
EB next to Jesus Christ Church	Repair sanitary manhole top

RECORDER'S MEMORANDUM  
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

# FORT BEND COUNTY ENGINEERING DEPARTMENT

SUBDIVISION Sienna Scanlan Trace & Sienna Parkway Extension St. Ded.

DATE 09/08/2020

Driveway	
EB 120' E to LP #652819	Bird bath
EB 60' W to LP #652821	Repair Inlet Top
EB LP #652822 (across to)	Remove and replace 45' x 13' pavement area - irregular crack
<b>Sienna Parkway</b>	
NB 240' N from Scanlan Trace	3 LF Broken curb at median
NB 390' N from Scanlan Trace	40 LF broken curb
NB 200' S from end of plat	4 LF Broken curb
NB 60' S from end of plat	6 LF Broken curb
<b>Sienna Parkway @ Scanlan Trace</b>	Letter will be needed from Missouri City stating that traffic signal was accepted and to be maintained by the city. If not then an inspection request will be needed for this traffic signal.
North corner	2 LF Broken curb at ADA ramp; backfill around utility box
SB Lane Sta 13+00	Install a 45 mph speed limit sign as per drawing

## ADDITIONAL NOTE(S):

1. Any driveways listed above as having a non-compliant cross-slope on the sidewalk through the driveway are examples and do not necessarily reflect all non-compliant driveways.
2. All pedestrian facilities must meet the latest ADA / TAS requirements.
3. Add permanent benchmark survey marker.
4. We require verification from the city or ETJ of the city and maintaining entity of all utilities and drainage facilities that requirements have been met.
5. All sidewalks must be built in accordance to the requirements listed on the plat, except those in undeveloped residential lots.
6. All silt fence needs to be in good repair and no closer than 2' back of curb. Any locations specifically noted are examples and do not reflect all areas.
7. Backfill behind curb as needed. Any areas noted are examples and do not reflect all areas.
8. Re-stripe pavement markings where needed.
9. Clean trash and debris from FBC ROW where needed.
10. Re-stripe stop bars as needed with thermoplastic.
11. Complete sidewalk on ROW as per plat.

RECORDER'S MEMORANDUM  
This page is not satisfactory for photographic recordation due to carbon or photocopy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.



**VOWL SEC. 6B**

**VOWL SEC. 28A**

**COW BAYOU**

**SCANLAN TRACE**

**SIENNA PARKWAY**

LP #652819

LP #652820

LP #652822

**LEGEND**

- PAVEMENT REMOVED AND REPLACED (1 YEAR WARRANTY)
- BIRD BATH REPAIRED BY FBC APPROVED METHODS (1 YEAR WARRANTY)

**PROPOSED GRINDING DETAIL**

SCALE-1"=50'

**SIENNA SCANLAN TRACE AND SIENNA PARKWAY EXTENSION - EXHIBIT A LAYOUT 2**

**LJA Engineering, Inc.**

1004 W. Grand Parkway North  
Suite 100  
Katy, Texas 77449

Phone 713.953.5000  
Fax 713.953.5002  
F0004-0

**VOWL SEC. 6B**

**VOWL SEC. 28A**

**COW BAYOU**

**SCANLAN TRACE**

**SIENNA PARKWAY**

LP #652819

LP #652820

LP #652822

**LEGEND**

- PAVEMENT REMOVED AND REPLACED (1 YEAR WARRANTY)
- BIRD BATH REPAIRED BY FBC APPROVED METHODS (1 YEAR WARRANTY)

**PROPOSED GRINDING DETAIL**

SCALE-1"=50'

**SIENNA SCANLAN TRACE AND SIENNA PARKWAY EXTENSION - EXHIBIT A LAYOUT 2**

**LJA Engineering, Inc.**

1004 W. Grand Parkway North  
Suite 100  
Katy, Texas 77449

Phone 713.953.5500  
Fax 713.953.5502  
F0004-01

**VOWL SEC. 6B**

**VOWL SEC. 28A**

**COW BAYOU**

**SCANLAN TRACE**

**SIENNA PARKWAY**

LP #652819

LP #652820

LP #652822

**LEGEND**

- PAVEMENT REMOVED AND REPLACED (1 YEAR WARRANTY)
- BIRD BATH REPAIRED BY FBC APPROVED METHODS (1 YEAR WARRANTY)

**PROPOSED GRINDING DETAIL**

SCALE-1"=50'

**SIENNA SCANLAN TRACE AND SIENNA PARKWAY EXTENSION - EXHIBIT A LAYOUT 2**

**LJA Engineering, Inc.**

1004 W. Grand Parkway North  
Suite 100  
Katy, Texas 77449

Phone 713.953.5050  
Fax 713.953.5052  
F0004-0

**VOWL SEC. 6B**

**VOWL SEC. 28A**

**COW BAYOU**

**SCANLAN TRACE**

**SIENNA PARKWAY**

LP #652819

LP #652820

LP #652822

**LEGEND**

- PAVEMENT REMOVED AND REPLACED (1 YEAR WARRANTY)
- BIRD BATH REPAIRED BY FBC APPROVED METHODS (1 YEAR WARRANTY)

**PROPOSED GRINDING DETAIL**

SCALE-1"=50'

**SIENNA SCANLAN TRACE AND SIENNA PARKWAY EXTENSION - EXHIBIT A LAYOUT 2**

**LJA Engineering, Inc.**

1004 W. Grand Parkway North  
Suite 100  
Katy, Texas 77449

Phone 713.953.5500  
Fax 713.953.5502  
F0004-01

**VOWL SEC. 6B**

**VOWL SEC. 28A**

**COW BAYOU**

**SCANLAN TRACE**

**SIENNA PARKWAY**

LP #652819

LP #652820

LP #652822

**LEGEND**

- PAVEMENT REMOVED AND REPLACED (1 YEAR WARRANTY)
- BIRD BATH REPAIRED BY FBC APPROVED METHODS (1 YEAR WARRANTY)

**PROPOSED GRINDING DETAIL**

SCALE-1"=50'

**SIENNA SCANLAN TRACE AND SIENNA PARKWAY EXTENSION - EXHIBIT A LAYOUT 2**

**LJA Engineering, Inc.**

1004 W. Grand Parkway North  
Suite 100  
Katy, Texas 77449

Phone 713.953.5000  
Fax 713.953.5002  
F0004-0

**VOWL SEC. 6B**

**VOWL SEC. 28A**

**COW BAYOU**

**SCANLAN TRACE**

**SIENNA PARKWAY**

LP #652819

LP #652820

LP #652822

**LEGEND**

- PAVEMENT REMOVED AND REPLACED (1 YEAR WARRANTY)
- BIRD BATH REPAIRED BY FBC APPROVED METHODS (1 YEAR WARRANTY)

**PROPOSED GRINDING DETAIL**

SCALE-1"=50'

**SIENNA SCANLAN TRACE AND SIENNA PARKWAY EXTENSION - EXHIBIT A LAYOUT 2**

**LJA Engineering, Inc.**

1004 W. Grand Parkway North  
Suite 100  
Katy, Texas 77449

Phone 713.953.5000  
Fax 713.953.5002  
F0004-0

**VOWL SEC. 6B**

**VOWL SEC. 28A**

**COW BAYOU**

**SCANLAN TRACE**

**SIENNA PARKWAY**

LP #652819

LP #652820

LP #652822

**LEGEND**

- PAVEMENT REMOVED AND REPLACED (1 YEAR WARRANTY)
- BIRD BATH REPAIRED BY FBC APPROVED METHODS (1 YEAR WARRANTY)

**PROPOSED GRINDING DETAIL**

SCALE-1"=50'

**SIENNA SCANLAN TRACE AND SIENNA PARKWAY EXTENSION - EXHIBIT A LAYOUT 2**

**LJA Engineering, Inc.**

1004 W. Grand Parkway North  
Suite 100  
Katy, Texas 77449

Phone 713.953.5000  
Fax 713.953.5002  
F0004-0

PAVEMENT REMOVED AND  
REPLACED (1 YEAR WARRANTY)

BIRD BATH REPAIRED BY FBC  
APPROVED METHODS (1 YEAR WARRANTY)

**PROPOSED GRINDING DETAIL**

**LJA Engineering, Inc.**  
1904 W. Grand Parkway North  
Suite 100  
Katy, Texas 77449  
Phone 713.953.5211  
Fax 713.953.5011  
FRR-13

Date/Time: Fri, 07 Feb 2003 11:42:05  
 User Name: testsheng  
 Path Name: D:\MS03\2003\Accountage\Demo1\pr\_inspec\ling\inspec\ion S to bus\Cmbility\SEMNA SCAMAN MP3AIRE [D00B7.dwg]

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk

Fort Bend County Texas

August 03, 2021 04:30:10 PM



FEE: \$0.00

DP2

**2021129357**