STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

This First Amendment to Interlocal Agreement ("First Amendment"), is made and entered by and between the Fort Bend County, Texas ("County"), a body corporate and politic, acting by and through the Fort Bend County Commissioners Court, and the Willow Fork Drainage District, of Fort Bend and Harris Counties ("Willow Fork"), a body corporate and politic, acting by and through its Board of Directors, each of whom is a Party hereto and who are collectively referred to herein as the Parties.

WHEREAS, on or about January 14, 2025, the Parties entered into an Interlocal Agreement ("Agreement") for the construction of a hike and bike trail, and associated improvements, within the Barker Reservoir property, for which County is the Lessee under an outgrant from the United States Army Corps of Engineers ("USACE") for "Public Park and Recreational Purposes;" and

WHEREAS, subsequent to the Parties execution of the Agreement, USACE provided County with a license ("License") for the construction of said hike and bike trails along the high bank of Buffalo Bayou and Willow Fork Drainage District Channel, as well as within a Fort Bend County Park area known as Camp Cinco, over, across, in, and upon the lands of the United States; and

WHEREAS, the Parties now desire to amend the Agreement to acknowledge the License and incorporate its terms and conditions into the Agreement, and to otherwise ratify and confirm all the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement is hereby amended as follows:

1. **Section 3, Effective Date**, is amended and replaced in its entirety as follows:

   This Agreement shall become effective upon the date executed by the last Party hereto ("Effective Date"). Notwithstanding the foregoing, Willow Fork shall not commence any construction, installation, operation, or maintenance of the Trail unless and until the County has obtained a valid and fully executed license or other written authorization from USACE authorizing the work contemplated herein (the "License"). All work performed under this Agreement shall be subject to and conditioned upon the terms of the License and the Outgrant.

2. **Section 4, Construction and Maintenance of the Trail**, is amended to add the following subsections.

4.7 The Parties acknowledge that the Property is owned by the United States and is subject to that certain Outgrant and the License issued to County. The License, as it may be amended from time to time, is hereby incorporated into this Agreement by reference for all purposes as if fully set forth herein.

4.8 Willow Fork agrees that all activities conducted pursuant to this Agreement shall strictly comply with the terms and conditions of the Outgrant and the License. Willow Fork shall act solely as an authorized representative of the County in performing the work contemplated herein. Willow Fork shall be responsible for any violation of the Outgrant or the License resulting from its acts or omissions. To the extent permitted by applicable law, Willow Fork shall indemnify, defend, and hold harmless County, its officers, officials, agents, and employees from and against any claims, demands, notices of violation, enforcement actions, administrative proceedings, penalties, fines, costs, or corrective action requirements asserted or imposed by USACE or the United States arising out of or related to Willow Fork's work within the Property or its failure to comply with the Outgrant or the License.

4.9 Willow Fork shall be responsible for monitoring the term of the License and, if necessary, seeking directly from USACE any renewal or extension required to complete construction of the Trail. Willow Fork shall promptly notify the County in writing if it becomes aware that the License will expire or cannot be renewed in a timely manner such that Willow Fork would be unable to complete construction within the term of the License. Upon request by Willow Fork, the County shall reasonably assist and coordinate with Willow Fork in connection with seeking any such renewal or extension from USACE including providing necessary documentation, authorizations, or communication with USACE.

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this First Amendment.

4. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this First Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

Fort Bend County Drainage District

Mark Vogler, P.E., Chief Engineer

APPROVED:

Darren McCarthy, Director
Fort Bend County Parks and Recreation

WILLOW FORK DRAINAGE DISTRICT

President, Board of Directors

2/24/26
Date

ATTEST:

Secretary, Board of Directors

2/26/26
Date

DEPARTMENT OF THE ARMY LICENSE

BUFFALO BAYOU AND TRIBUTARIES FLOOD CONTROL PROJECT
BARKER DAM
FORT BEND COUNTY, TEXAS

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under his/her general administrative authority, hereby grants to Fort Bend County, a political sub-division of the State of Texas hereinafter referred to as the grantee, a license for the construct a recreational trail along the high bank of Buffalo Bayou and Willow Fork Drainage District Channel and along a Fort Bend County Park area (Camp Cinco) over, across, in and upon lands of the United States, (Tracts BR-27 & BR-32) as identified in Exhibits A and B , attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. **TERM**

This license is granted for a term of two (2) years beginning on the date this license is fully executed, but revocable at will by the Secretary.

2. **CONSIDERATION**

The consideration for this license shall be the operation and maintenance of the premises by the grantee for the benefit of the public in accordance with the conditions herein set forth.

3. **NOTICES**

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to KP George, Fort Bend County Judge, Fort Bend County, 301 Jackson Street, Richmond, TX 77469; and if to the United States, to the District Engineer, Attention: Chief, Management and Disposal Branch, Real Estate Division, 2000 Fort Point Road, Galveston, Texas 77550; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. **AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to “Secretary”, “Real Estate Contracting Officer”, or “said officer” shall include their duly authorized

representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer, USACE, Galveston District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

a. without cost or expense to the United States;
b. subject to the right of the United States to improve, use or maintain the premises.
c. subject to other outgrants of the United States on the premises.
d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.
e. subject to the right of the United States to collect amounts necessary to cover administrative expenses associated with the processing, issuance, and management of this license under the authority of 10 U.S.C. 2695.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES (Not Applicable)

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. **PROTECTION OF PROPERTY**

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. **INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for
damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. **RESTORATION**

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. **NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the

premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This license may be terminated by the Grantee at any time by giving the Real Estate Contracting Officer at least thirty (30) day notice in writing to the fore mentioned address.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturb, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of

the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

18. **EXECUTIVE ORDER 13658**

Any reference in this section to “prime contractor” or “contractor” shall mean the License and any reference to “contract” shall refer to the License.

a. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

b. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2025, and December 31, 2025, shall be $13.30 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a) (ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in Executive Order 13658 minimum wage beginning on January 1, 2025. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage

obligation of this clause, the contractor and any subcontractor(s) responsible, therefore, shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

c. Withholding. The agency head shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such an event, the Government may enter into other contracts or arrangements for the completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor, as provided in 29 CFR 10.52.

e. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

f. Nothing herein shall relieve the contractor of any other obligation under Federal, State, or local law or under contract for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than $13.30 (or the minimum wage as established each January thereafter) to any worker.

g. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized

representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.
(ii) The worker's occupation(s) or classification(s)
(iii) The rate or rates of wages paid.
(iv) The number of daily and weekly hours worked by each worker.
(v) Any deductions made; and
(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon the direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

h. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with this contract clause.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a) (1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit, the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this provision:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

k. Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because the such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10 or has testified or is about to testify in any such proceeding.

l. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

m. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the

Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal and customarily used for notices to workers about terms and conditions of employment.

n. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, the contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes the contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractors.

19. **EXECUTIVE ORDER 13706**

Any reference in this section to “prime contractor” or “contractor” shall mean the License and any reference to “contract” shall refer to the License.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR

13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Oder 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them

available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classifications(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

(iv) The number of daily and weekly hours worked;

(v) Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR

13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR

13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to received Federal contracts currently maintained on the System for Award Management Web site, http://www.SAM.gov.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provide to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

20. SITE SPECIFIC CONDITIONS

The following are included as conditions to make the proposed use compatible with the operation of the project:

a. Any United States Army Corps of Engineers (USACE) work or maintenance work will take precedence over the private activities authorized herein. Local operation of Barker Dam and Reservoir is managed out of the Addicks Field Office (AFO) of the

Houston Project Office. The Addicks Field Office may be reached by phone at 281-752-2600.

b. Grantee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the work or privileges herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable impacts to Corps Real Estate interests, the grantee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

c. Throughout these site-specific conditions, the term site manager is used to identify the Corps' on-site individual that has the responsibility for the day-to-day operations and/or management of the project, or his authorized representative.

d. The site manager may inspect the outgrant and the facilities associated with the outgrant from time to time. The grantee shall provide the site manager with access across the grantee's adjacent property when requested to facilitate the inspection. Should the site manager determine that the outgrant and/or the associated infrastructure need maintenance and/or repair the grantee shall take immediate steps to repair the infrastructure to the satisfaction of the site manager.

e. With the exception of routine maintenance activities, any maintenance and/or modifications to the outgrant and/or associated infrastructure must be approved by the site manager in advance of the proposed maintenance and/or modifications

1) When possible, the grantee shall provide written notification to the site manager 90 days in advance of the proposed maintenance and/or modifications in order to provide the site manager sufficient time to evaluate the activity and obtain any additional reviews and/or authorization that may be required.

2) The notification shall contain sufficient information to fully evaluate and justify the proposed work. The information shall include, but may not be limited to, maps showing the location of the activity, drawings detailing the activity, routes of ingress and/or egress, a timeline for the activity, information on possible environmental impacts, and a restoration plan for the proposed activity.

3) Should the grantee not be able to provide the written notification 90 days in advance of the needed repairs and/or maintenance, and/or the grantee has determined that the needed repairs and/or maintenance is an emergency, the grantee shall justify the need for a rapid review of the proposed activities in the written notification.

f. The grantee shall host a pre and a post construction meeting. The grantee (or a representative of the grantee), a representative of the contractor performing the work

and a representative of the site manager shall attend both meetings. The purpose of the pre-construction meeting is to ensure that all parties involved have a clear understanding of the work to be performed and the expectations of the Corps as it relates to the protection of Corps property and the restoration of any impacted sites following the work. The purpose of the post-constructions meeting is to ensure that all impacted Corps property has been restored and/or repaired to the satisfaction of the site manager.

g. The grantee shall be responsible for ensuring that all access points associated with this outgrant remain secured to the satisfaction of the site manager throughout the duration of the outgrant so as to deter inappropriate vehicle access to Corps property.

h. The grantee shall be responsible for the protection of Corps property throughout the duration of this outgrant. Any damage to Corps property resulting from this outgrant shall be restored to the satisfaction of the site manager. Regardless of who performs the work or who causes any impacts or damages, the grantee shall ultimately be responsible for ensuring that all impacts or damages are restored to the satisfaction of the site manager.

i. Grantee shall notify the USACE fourteen (14) days in advance and coordinate with the rights granted herein with Thomas West, Operations Manager, (409-766-3851); (832-361-1336)); Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028); and Vinh Nguyen, Realty Specialist (409-766-3813), prior to commencement of any on-site activities. Coordination to include, but is not limited to, scheduling onsite activities or inspections.

j. Grantee must submit to the Corps for its review and approval as-built drawings of the 8-foot-wide recreational trail along the high bank of Buffalo Bayou and Willow Fork Drainage District Channel and along a Fort Bend County Park area (Camp Cinco) within the Barker Reservoir site, in Tracts No: BR-27 and BR-32.

1) All GIS data submissions should be provided to USACE as a compressed (.zip) file containing a geodatabase (.gdb) and/or shapefile (.shp) components.

   • Dataset must be a 3D line feature(s) and include z-values, or heights, to correctly locate themselves in 3D space. These objects must be modeled as 3D line features.

   • Dataset must have a horizontal projection in the coordinate system of NAD1983 State Plane Texas South Central.

   Dataset must have a defined vertical coordinate system for the feature class's z-values on the containing feature dataset provided in Mean Lower Low Water (MLLW).

2) The design data should consist of simple lines and polygons indicating the limits of the completed construction only. The coordinate system and datum that the drawing is currently in must be clearly shown.

3) The design data should consist of simple lines and polygons indicating the limits of the completed construction only. The coordinate system and datum that the drawing is currently in must be clearly shown.

4) For CADD drawings, please ensure that all layers are properly named to describe that specific feature. If the layers are named using acronyms, we need a legend or shoe boxes with leader lines, identifying each feature class within the drawing. All areas must be created in real-world (model space) with an assigned coordinate system. Please do not send drawings with XREFs or reference files, insert all needed files or feature layers into one design file. Cut-sheet or plate layouts in CADD are not needed however, PDFs of proposed project plans and/or as-built are required for further review.

5) For GIS drawings, assign a proper name sequence to describe that specific feature or it can also be defined in the spatial data within the shape file.

6) To help keep file sizes to the minimum, imagery and USGS Quads do not need to be provided.

7) The projected coordinate system is:
(i) Datum: North American 1983 (Survey Feet)
(ii) Projection: State Plane
(iii) Zone: Texas South Central

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2026.

_____
Robert J. Buchalski
Chief, Management and Disposal Branch
Real Estate Contracting Officer

THIS LICENSE is also executed by the grantee this ___day of _____, 2026.

_____
KP George
Fort Bend County Judge
Fort Bend County

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am _____ for Fort Bend County a political sub-division of the State of Texas (the "Grantee"), named as Grantee herein; and that Honorable KP George, who signed this license on behalf of the Grantee, was then County Judge for Fort Bend County. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of Fort Bend County in executing said instrument.

_____ _____
Date Signature

SEAL

Exhibit A (Page 1 of 1)

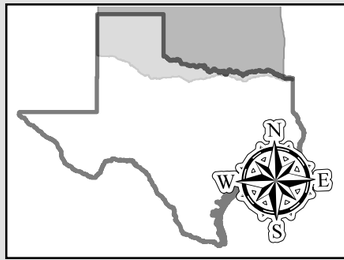


US Army Corps of Engineers®
Galveston District

8-Foot-Wide Recreational Trail
Buffalo Bayou and Tributaries Flood Control Project, Barker Dam
Fort Bend County, Texas

USACE-SWG-RE
REIN: 25-034 (DACW64-1-87-34)

- SWG Disposal
- SWG Tract



Spatial Reference
PCS: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet
GCS: GCS North American 1983
Map Units: Foot_US

0 0.03 0.06 0.11 0.17 Miles

The information depicted within this project area is not intended as a substitute for a field survey by a licensed professional or any other use or application that requires legal or engineering accuracy.

USACE National Data Framework was used for USACE Placement Area.

Created by: M3REXVXN
Creation Date: 17 June 2025

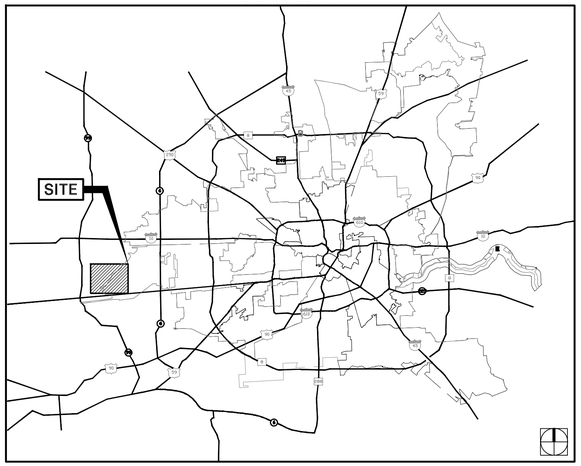
WILLOW FORK DRAINAGE DISTRICT
PHASE III TRAILS - PACKAGE 4, TRAILS X,Y,Z

Katy, Texas

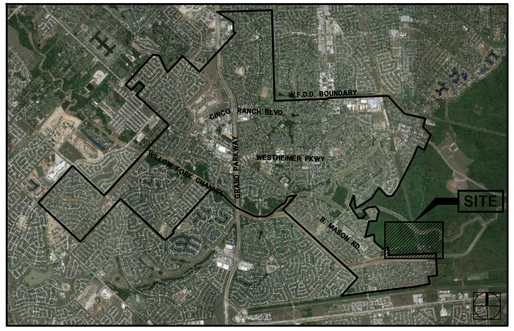
Sitework

\\tbg-home.com\TBG-DATA\Houston\WFDD\Willow Fork- Phase 3 Trails (H15123\WFDD Trails Package 4 (H15123\04 CD\Sheets\01-LC\H15123-LC1-00_P4 - XYZ.dwg | ANSI A (8.50 X 11.00 Inches)

VICINITY MAP



LOCATION MAP



A PROJECT BY

OWNER:
WILLOW FORK DRAINAGE DISTRICT, C/O ABHR

CONTACT: Meagan Guilmenot
Phoenix Tower 3200 SW Fwy, Suite 2600
Houston, Texas 77027
O: 713-860-6408
F: 713-860-6608

LANDSCAPE ARCHITECT:
TBG PARTNERS

CONTACT: Maeve Burns
1333 W Loop South, Suite 1450
Houston, Texas 77027
O: 713-439-0027

CIVIL ENGINEER:
LJA ENGINEERING

CONTACT: Craig Kalkomey
2929 Briarpark Drive Suite 600
Houston, Texas 77042
O: 713/953-5276
F: 713/953-5025

INDEX OF SHEETS

INC.	DATE	ISSUE	SHEET TITLE	PAGE #
Reference				
	AUGUST 30, 2022	PERMIT	Cover Sheet	LC 1.0
	AUGUST 30, 2022	PERMIT	General Notes, Materials Schedule & Legend	LC 1.1
	AUGUST 30, 2022	PERMIT	Reference Map	LS 1.0
Sitework				
	AUGUST 30, 2022	PERMIT	Sitework Plan	LS 1.1
	AUGUST 30, 2022	PERMIT	Sitework Plan	LS 1.2
	AUGUST 30, 2022	PERMIT	Sitework Plan	LS 1.3
	AUGUST 30, 2022	PERMIT	Sitework Plan	LS 1.4
	AUGUST 30, 2022	PERMIT	Sitework Plan	LS 1.5
	AUGUST 30, 2022	PERMIT	Sitework Plan	LS 1.6
	AUGUST 30, 2022	PERMIT	Sitework Details	LS 3.1

TBG

landscape architects, planners & designers

3232 e cesar chavez st
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austin, tx 78702

[512] 327-1011
tbgpartners.com

for review only.
not for regulatory approval, permitting or construction.

FOR REVIEW ONLY

August 30, 2022
Matthew Klein #3190

project
wfdd
phase III
trails

package 4, trails x,y,z

KATY, TEXAS

project number
H15123

issue date
August 30, 2022

designed: MB
drawn: MB
reviewed: MK

sheet title
cover sheet

sheet
LC 1.0

GENERAL NOTES:

1.) THERE WILL BE NO SEPARATE PAYMENT FOR WORK SHOWN ON THESE PLANS, UNLESS SPECIFICALLY ESTABLISHED IN THE BID SECTION OF THE CONTRACT DOCUMENTS. INCLUDE COST OF THIS WORK IN THE CONTRACT UNIT PRICE FOR ITEMS OF WHICH THIS WORK IS A COMPONENT OF INCIDENTAL.

2.) CONTRACTOR SHALL BE FAMILIAR WITH EXISTING SITE CONDITIONS AND UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY OF ANY COST INCURRED DUE TO BODILY INJURY AND/OR DAMAGE OF OWNER'S PROPERTY OR SAID UTILITIES. CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE FOLLOWING AGENCIES 48 HOURS PRIOR TO EXCAVATING NEAR EXISTING FACILITIES:

A.) TEXAS ONE CALL SYSTEM 1-800-245-4545
B.) LONE STAR NOTIFICATION CENTER 713-223-4567
C.) TEXAS EXCAVATION SAFETY SYSTEM INC 1-800-344-8377
D.) DISTRICT OPERATOR - SEVERN TRENT SERVICES 281-578-4242

3.) ANY CONFLICTING INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR THE LANDSCAPE ARCHITECT AND OWNER SHALL ASSUME THE CONTRACTOR HAS INCORPORATED THE COSTLIEST ITEM.

4.) DO NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN UNKNOWN OBSTRUCTIONS AND /OR GRADE DIFFERENCES EXIST THAT MAY HAVE NOT BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

5.) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION WITH HIS SUBCONTRACTORS TO ACCOMPLISH HIS SCOPE OF WORK. CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH OTHER TRADES WORKING ON THE SITE SIMULTANEOUSLY.

6.) CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING THE FOLLOWING, BUT NOT LIMITED TO: EXISTING IRRIGATION, SITE IMPROVEMENTS AND LANDSCAPE ON SITE AND OFF, FROM ANY DAMAGE. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS IMMEDIATELY. CONTRACTOR TO MAKE ANY REPAIRS TO SAID ITEMS TO THE SATISFACTION OF THE OWNER.

7.) CONTRACTOR SHALL NOTIFY OWNER AND LANDSCAPE ARCHITECT 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.

8.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING CONDITIONS, AND SHALL PERFORM FIELD MEASUREMENTS PRIOR TO FABRICATION AND/OR PURCHASE OF ANY MATERIAL AND SHALL CONTACT THE LANDSCAPE ARCHITECT SHOULD EXISTING CONDITIONS BE DIFFERENT FROM THE DESIGN DRAWINGS FOR THIS PROJECT. CONFLICTS ARISING DUE TO LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND THE EXPENSE OF THE CONTRACTOR.

9.) ANY REQUIRED CHANGES TO THE DRAWINGS RESULTING FROM THE ACCEPTANCE OF CONTRACTOR'S ALTERNATES AND/OR SUBSTITUTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT AND THE OWNER FOR APPROVAL.

10.) THE CONTRACTOR SHALL COORDINATE STORING OF MATERIALS, PARKING OF VEHICLES AND RESTRICTIONS OF WORK WITH THE OWNER. UNDER NO CIRCUMSTANCES SHALL ANY CONTRACTOR STORE MATERIALS OR PARK VEHICLES UNDER THE CANOPY OF EXISTING TREES.

11.) CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE ORDINANCES AND LOCAL CODES. REQUIRED PERMITS SHALL BE OBTAINED BY THE CONTRACTOR.

12.) CONTRACTOR SHALL PROVIDE UNIT PRICES BASED ON QUANTITIES ON DOCUMENTS. FIELD CONDITIONS MAY REVISE ACTUAL LOCATION, INCREASING OR DECREASING THE EXTENT OF WORK BID. CHANGES TO THE EXTENT OF WORK RESULTING IN AN INCREASE WILL BE BASED ON UNIT PRICES AND PERFORMED SUBJECT TO APPROVAL OF THE LANDSCAPE ARCHITECT AND THE OWNER IN THE FORM OF A CHANGE ORDER.

13.) ALL CONSTRUCTION COVERED BY THESE CONTRACT DOCUMENTS SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF ALL APPLICABLE LOCAL AND OSHA CODES AND STANDARDS.

14.) CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF MAINTAINING A SAFE WORK SITE INCLUDING, BUT NOT LIMITED TO PROVIDING FOR TRAFFIC CONTROL, INSTALLATION AND PLACEMENT OF FENCING AND BARRICADES, EXCAVATION AND TRENCH PROTECTION, AND COMPLIANCE TO ALL.

15.) THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND SUPERVISION NECESSARY TO ACCOMPLISH THE WORK AS SHOWN AND NOTED ON THE DRAWINGS UNLESS OTHERWISE SPECIFIED.

16.) CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND SERVICING TEMPORARY TOILET FACILITIES.

17.) CONTRACTORS AND SUBCONTRACTORS ARE RESPONSIBLE FOR (OFF-SITE) REMOVAL OF TRASH AND REPAIR OF HAZARDOUS CONDITIONS (TOOL, OPEN HOLES, ETC.) ON A DAILY BASIS BY END OF WORK DAY. REMOVE ALL EXCESSIVE DIRT BUILD UP ON HAUL ROUTE AS REQUIRED DAILY AND BY NOON EVERY FRIDAY.

18.) ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR AGAINST MATERIAL DEFECTS AND WORKMANSHIP FOR A PERIOD OF TWO (2) YEARS.

19.) UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL APPROVAL, CONTRACTOR SHALL THOROUGHLY CLEAN UP THE PROJECT SITE OF ALL TRASH, SCRAP, BRICK PIECES, MORTAR AND LITTER, ETC. REPAIR ALL DAMAGE TO FINISH GRADE INCLUDING TAILINGS FROM EXCAVATIONS, WHEEL RUTS, ETC., CAUSED BY CONSTRUCTION.

CONCRETE CONSTRUCTION NOTES:

1.) THE CONTRACTOR IS RESPONSIBLE FOR ALL CUTTING AND PATCHING WORK AS REQUIRED TO INSTALL THE ITEMS AS SHOWN ON THE DRAWINGS.

2.) THE CONTRACTOR SHALL NOT FABRICATE OR INSTALL MEMBERS AS SHOWN ON THE DRAWINGS IF THERE ARE DISCREPANCIES OR CONFLICTS BETWEEN THE EXISTING CONDITIONS AND THE INFORMATION SHOWN ON THE DRAWINGS UNTIL THE DISCREPANCIES HAVE BEEN RESOLVED. PRIOR TO FABRICATION OR INSTALLATION, THE CONTRACTOR SHALL IMMEDIATELY CALL SUCH DISCREPANCIES OR CONFLICTS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT IMMEDIATELY AND BEFORE PROCEEDING WITH THE WORK.

3.) THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT, OWNER AND OWNER'S GEOTECHNICAL TESTING LAB 48 HOURS PRIOR TO POURING CONCRETE.

4.) HEAVY CONSTRUCTION EQUIPMENT SHALL NOT OPERATE WITHIN 3' OF ANY STRUCTURES.

5.) THE OWNER RESERVES THE RIGHT TO SECURE THE SERVICES OF A COMMERCIAL TESTING LABORATORY TO PERFORM ALL REQUIRED MATERIALS TESTS AND INSPECTIONS. CONTRACTOR SHALL COOPERATE AND COORDINATE FULLY WITH THE TESTING LABORATORY.

STORM WATER POLLUTION PREVENTION NOTES:

1.) PRIOR TO START OF CONSTRUCTION CONTRACTOR SHALL SUBMIT POLLUTION PREVENTION PLANS FOR LANDSCAPE ARCHITECT APPROVAL. SWPP PLANS SHALL COMPLY WITH ALL TCEQ STANDARDS AND REQUIREMENTS. UPON APPROVAL, CONTRACTOR SHALL INSTALL POLLUTION PREVENTION MEASURES ACCORDING TO THE PLANS.

2.) IF POLLUTION PREVENTION SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER AND/OR OWNER'S REPRESENTATIVE WITH THE CONTRACTOR SHALL EXAMINE THE EXISTING POLLUTION PREVENTION SYSTEMS FOR DAMAGE PRIOR TO CONTRACTOR STARTING CONSTRUCTION OF THE CONTRACT. ANY DAMAGE NOTED AT THIS TIME SHALL BE REPAIRED AT OWNER'S EXPENSE.

3.) CONTRACTOR SHALL INSPECT ALL POLLUTION PREVENTION SYSTEMS SPECIFIED HEREIN, AS REQUIRED IN THE PERMIT.

4.) CONTRACTOR SHALL MAINTAIN, REPAIR AND/OR REPLACE DAMAGED EROSION AND SEDIMENTATION CONTROL SYSTEMS THROUGHOUT THE DURATION OF THE CONTRACT.

5.) CONTRACTOR SHALL PROVIDE PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER POTENTIALLY TOXIC MATERIALS.

6.) CONTRACTOR SHALL LOCATE FUEL/MATERIAL STORAGE AREAS AWAY FROM STORM WATER CONVEYANCE SYSTEMS. CONTRACTOR SHALL USE A LINER UNDER ABOVE GROUND STORAGE TANKS. CONTRACTOR SHALL USE FILTER FABRIC FENCING, HAY BALES, OR BERMS AROUND FUEL STORAGE AREAS.

7.) CONTRACTOR SHALL ADVISE OWNER IMMEDIATELY, VERBALLY AND IN WRITING, OF ANY FUEL OR TOXIC MATERIAL SPILLS ONTO THE PROJECT/CONSTRUCTION AREA AND THE ACTIONS TAKEN TO REMEDY THE PROBLEM.

8.) CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF HIS FUELS, MATERIALS, AND CONTAMINATED EXCAVATIONS IN A LEGALLY APPROVED MANNER.

9.) CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE ENVIRONMENTAL LAWS.

10.) CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATELY MAINTAINED SANITARY FACILITIES.

11.) CONTRACTOR SHALL BE RESPONSIBLE FOR STREET CLEANING, ON A DAILY BASIS, ALL MUD AND DIRT DEPOSITED ON THE EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY.

12.) CONTRACTOR SHALL PROVIDE A STABILIZED CONSTRUCTION EXIT IN EACH PROJECT AREA, WHERE NEEDED.

13.) SEDIMENT WILL BE REMOVED FROM BEHIND THE FILTER FABRIC FENCE WHEN IT BECOMES APPROXIMATELY ONE-THIRD THE HEIGHT OF THE FENCE.

14.) WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE HAS BEEN ESTABLISHED, STRUCTURAL CONTROLS WILL BE REMOVED AND DISTURBED AREAS WILL BE RESTABILIZED.

15.) AT COMPLETION OF THE CONTRACT, OWNER AND/OR OWNER'S REPRESENTATIVE AND THE CONTRACTOR SHALL EXAMINE THE POLLUTION PREVENTION SYSTEM BEFORE RELIEVING CONTRACTOR OF HIS MAINTENANCE RESPONSIBILITIES.

16.) CONTRACTOR IS RESPONSIBLE FOR FILING CONTRACTOR'S NOI AND NOT, WEEKLY INSPECTIONS AND NOTIFICATIONS, INSPECTIONS AFTER 0.5-INCHES OF RAINFALL, THE LANDSCAPE ARCHITECT OR OWNER IS TO BE NOTIFIED OF ANY INADEQUACIES OR FAILURES IN THE STORM WATER POLLUTION PREVENTION PLAN.

17.) CONTRACTOR SHALL SUBMIT A COPY OF REQUIRED STORM WATER POLLUTION PREVENTION PLAN INSPECTION REPORTS WITH EACH PAYMENT REQUEST. FAILURE TO DO SO MAY RESULT IN A DELAY OF PAYMENT.

TRAFFIC CONTROL NOTES:

1.) CONTRACTOR RESPONSIBLE FOR ALL TRAFFIC CONTROL MEASURES TO COMPLY WITH TxDOT, COUNTY, OR LOCAL REQ.

2.) CONTRACTOR RESPONSIBLE FOR SUBMITTING PLANS AND OBTAINING PERMITS AS REQ.

MATERIALS SCHEDULE

PAVING/FINISHES

ALL PAVING / FINISHES TO MATCH EXISTING WILLOW FORK DRAINAGE DISTRICT TRAIL SYSTEMS. CONTRACTOR TO PREPARE 4'X4' MOCK-UPS, AS NECESSARY, FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT. IN-PLACE MOCK-UPS ARE ACCEPTABLE. UNAPPROVED MOCK-UPS SHALL BE REMOVED AT CONTRACTOR'S EXPENSE.

KEY	DESCRIPTION /MODEL NUMBER	COLOR	FINISH	CONTACT	REMARKS
P.1	CONCRETE	STD. GRAY	MEDIUM BROOM FINISH- PERPENDICULAR TO DIRECTION OF WALK	LOCAL SOURCE	

TRAIL NOTES:

1.) DRAWINGS ARE BASED ON BEST AVAILABLE INFORMATION. THESE PLANS INDICATE THE APPROX. LOCATION OF ALL TRAILS. CONTRACTOR SHALL STAKE TRAIL LAYOUT FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO BEGINNING CONSTRUCTION. SET ELEVATION OF WALKS FOR POSITIVE DRAINAGE TO DITCH. OWNER AND LANDSCAPE ARCHITECT SHALL MAKE FINAL APPROVAL OF FINISHED ELEVATION AND LAYOUT IN THE FIELD PRIOR TO CONSTRUCTION.

2.) LOCATIONS OF ALL UTILITIES SHOWN ON PLANS ARE APPROX. AND SHALL BE VERIFIED IN FIELD.

3.) CONTRACTOR IS RESPONSIBLE FOR PROTECTING WORK FROM VANDALISM OR GRAFFITI PRIOR TO CURING. CONTRACTOR SHALL REPLACE AS NECESSARY, ANY SECTIONS OF DAMAGED WALK AT NO ADDITIONAL COST TO THE OWNER.

4.) CONTRACTOR SHALL INSURE POSITIVE DRAINAGE OF ALL AREAS AND MAKE NECESSARY ADJUST TO INSURE DRAINAGE.

5.) EDGE OF WALK TO BE MIN. 5' FROM TOP OF BANK.

6.) RE-ESTABLISH TURF GRASS ON ALL DISTURBED AREAS.

SYMBOLS

SYMBOL	DESCRIPTION
XXX / XXX →	DETAIL REFERENCE
X →	MATERIALS AND FINISHES SYMBOL
X / LS X.X	SECTION SYMBOL
X / LS X.X	ELEVATION LABEL
REF:	ENLARGEMENT AREA WITH REFERENCE

GENERAL LEGEND

ABBREVIATIONS

SYMBOL	EXPLANATION
C.B.	CATCH BASIN
C.L.	CENTERLINE
CONC.	CONCRETE
CURB	BACK OF CURB
DWG.	DRAWING
E.J.	EXPANSION JOINT
ESMT.	EASEMENT
H.P.	HIGH POINT
L.O.C.	LIMITS OF CONSTRUCTION
N.I.C.	NOT IN CONTRACT
O.C.	ON CENTER
O.C.E.W.	ON CENTER EACH WAY
O.D.	OUTSIDE DIAMETER
P.A.	PLANTING AREA
P.L.	PROPERTY LINE
P.O.B	POINT OF BEGINNING
P.O.T.	POINT OF TANGENCY
R.	RADIUS
REF.	REFERENCE
SAN. S.	SANITARY SEWER
S.S.	STAINLESS STEEL
T.O.B.	TOP OF BANK
TYP.	TYPICAL
U.N.O.	UNTIL NOTED OTHERWISE
VAR.	VARIES
W/	WITH
W.L.	WATER LEVEL

TBG

landscape architects, planners & designers

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austin, tx 78702

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for review only.
not for regulatory approval, permitting or construction.

FOR REVIEW ONLY

August 30, 2022
Matthew Klein #3190

project
wfdd phase III trails

package 4, trails x,y,z

KATY, TEXAS

project number
H15123

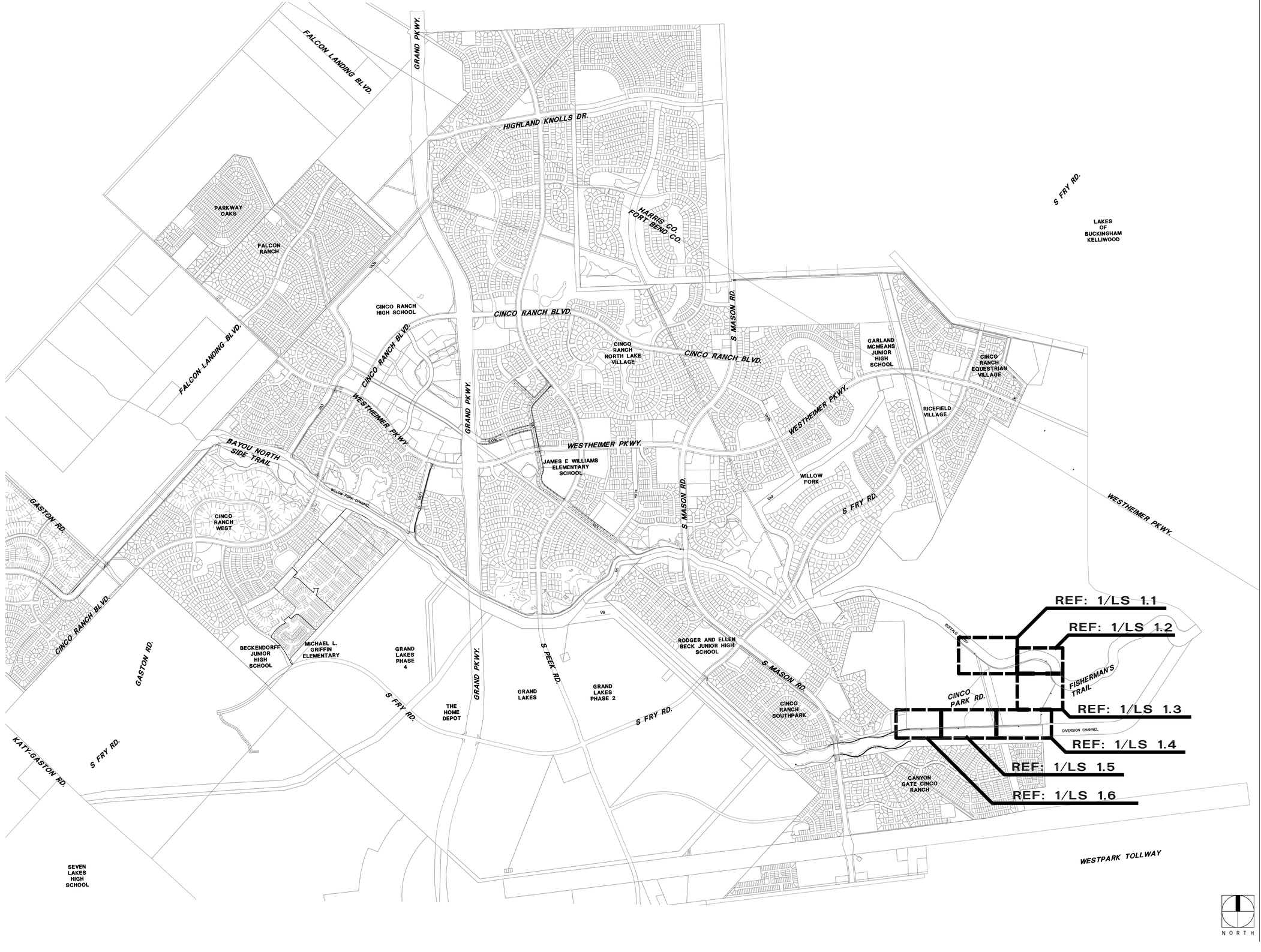
issue date
August 30, 2022

designed: MB
drawn: MB
reviewed: MK

sheet title
general notes, materials schedule & legend

sheet
LC 1.1

\\tbg-home.com\TBG-DATA\Houston\WFDD\Willow Fork- Phase 3 Trails (H15123)\WFDD Trails Package 4 (H15123)\04 CD\Sheets\01-LC\H15123-LC1-00_P4 - XYZ.dwg | ANSI A (8.50 x 11.00 Inches)



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August 30, 2022
Matthew Klein #3190

project
wfdd
phase III
trails

package 4, trails x,y,z

KATY, TEXAS

project number
H15123

issue date
August 30, 2022

designed: MB
drawn: MB
reviewed: MK

sheet title
reference map

sheet
LS 1.0



1 SITEWORK LAYOUT
PLAN

0' 25' 50' 100'
SCALE: 1"=50' NORTH

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designed: MB
drawn: MB
reviewed: MK

sheet title
sitework layout

sheet
LS 1.1

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MATCHLINE: REF. 1/LS 1.1

MATCHLINE: REF. 1/LS 1.3

1 SITEWORK LAYOUT
PLAN

0' 25' 50' 100'
SCALE: 1"=50' NORTH

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designed: MB
drawn: MB
reviewed: MK

sheet title
sitework layout

sheet
LS 1.2

MATCHLINE: REF. 1/LS 1.2



1 SITEWORK LAYOUT
PLAN

MATCHLINE: REF. 1/LS 1.4

0' 25' 50' 100'
SCALE: 1"=50' NORTH

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issue date
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designed: MB
drawn: MB
reviewed: MK

sheet title
sitework layout

sheet
LS 1.3

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MATCHLINE: REF. 1/LS 1.3



MATCHLINE: REF. 1/LS 1.5

1 SITEWORK LAYOUT
PLAN

SCALE: 1"=50' 0' 25' 50' 100' NORTH

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designed: MB
drawn: MB
reviewed: MK

sheet title
sitework layout

sheet
LS 1.4

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1 SITEWORK LAYOUT
PLAN

0' 25' 50' 100'
SCALE: 1"=50' NORTH

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reviewed: MK

sheet title
sitework layout

sheet
LS 1.5



1 SITEWORK LAYOUT
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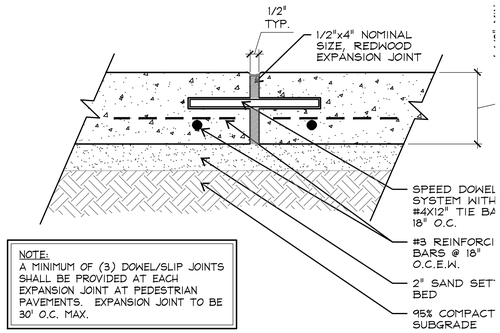
issue date
August 30, 2022

designed: MB
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reviewed: MK

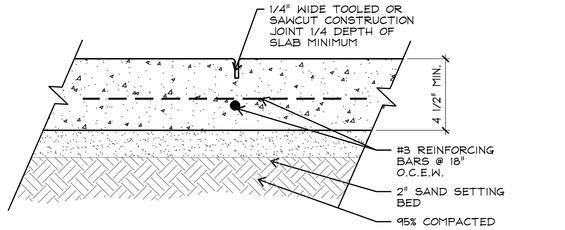
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sheet
LS 1.6

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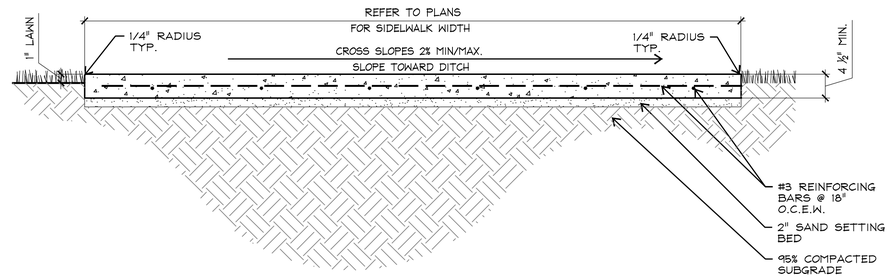


4 EXPANSION JOINT
SECTION — SCALE: 1-1/2"=1'-0"

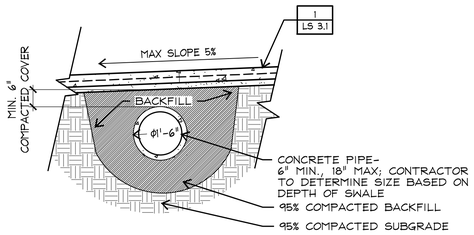


3 CONSTRUCTION JOINT
SECTION — SCALE: 1"=1'-0"

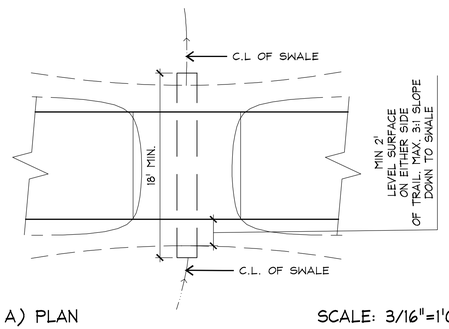
NOTE:
EXCAVATE FOR SIDEWALK AS NECESSARY TO PROVIDE FOR POSITIVE DRAINAGE ACROSS TOP OF WALK TO CANAL SIDE OF SIDEWALK- SLOPE OF SURROUNDING LANDSCAPE AREA VARIES. BACK FILL ALL SIDEWALKS AFTER STRIPPING TO 1" FROM TOP OF SLAB ON BOTH SIDES



2 CONCRETE TRAIL
SECTION — SCALE: 1"=1'-0"

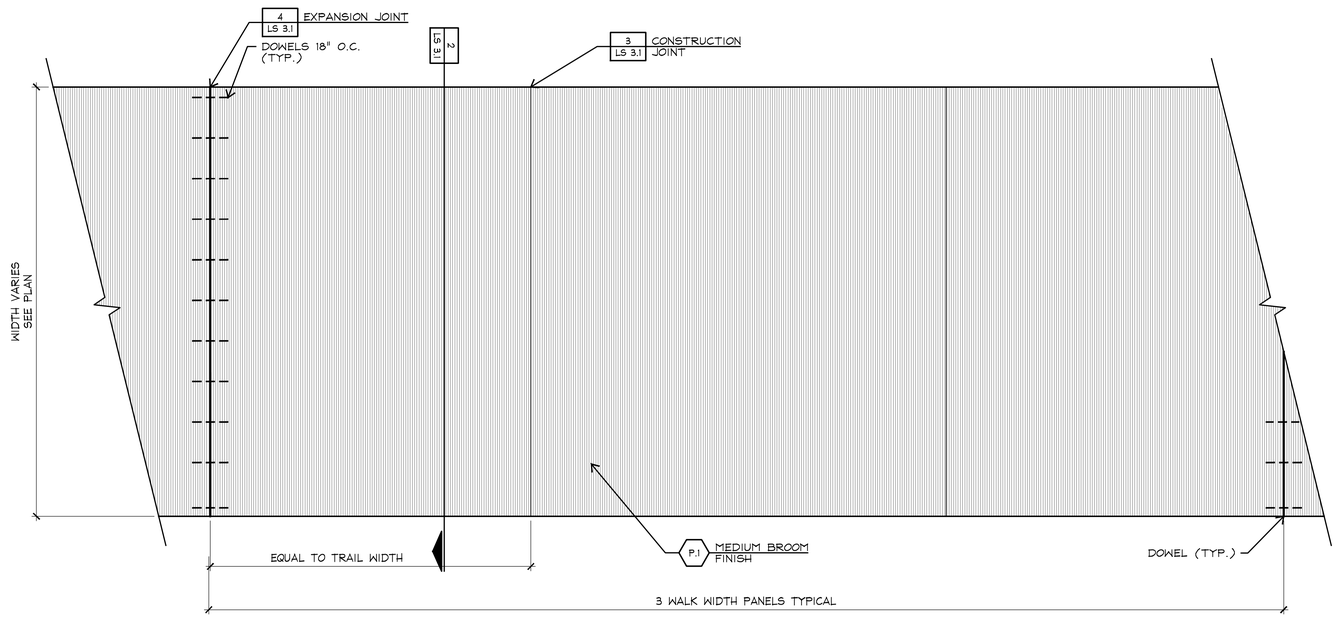


B) SECTION — SCALE: ½"=1'0"



A) PLAN — SCALE: 3/16"=1'0"

5 CONCRETE CULVERT
PLAN/SECTION



1 CONCRETE TRAIL
PLAN — SCALE: 1-1/2"=1'-0"

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sitework details

sheet
LS 3.1

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