



EXHIBIT II

WORK AUTHORIZATION NO. 3

This Work Authorization is made pursuant to the terms and conditions of the Professional Services Agreement ("Agreement") entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Raba-Kistner Infrastructure, Inc. (*the "Engineer"*) executed on March 18, 2008.

Part1. The *Engineer* will provide the following engineering services: Professional Engineering Services for US 79 Section 3 Pass Through Finance project (*the "Project"*):

Professional Engineering Construction Management

- Manage the Request for Information (RFI) process.
- Negotiate and make recommendations for Change Orders. Prepare Change Orders for execution.
- Evaluate and recommend acceptance of contractor's CPM schedules.
- Maintain a current approved set of construction contract documents at the project site.
- Review and provide recommendation of acceptance to the County on the Contractor's monthly pay estimate.
- Manage Contractor receipt and dispersal of Contractor submittals to the *GEC*, then back to the Contractor.
- Revise or update the storm water pollution prevention plan in accordance with TPDES Permit TXR150000 Part III Section E.
- Identify construction issues that arise and advise the County in the resolution of those issues.
- Provide advice to the County in dispute negotiations and claim resolutions.
- Monitor utility relocation/adjustments for compliance with approved plans for the *Project*.
- Monitor Compliance with DBE requirements of construction contract provisions.
- Provide vehicles, communication devices (i.e cell phones, radios), computers, office supplies and internet service.
- Review and provide recommendation to the County on the acceptance of As-built drawings provided by the Contractor.
- Review Contractors final punchlist of incomplete and noncompliant construction items and perform final inspections of items prior to completion of the work and recommendation of acceptance, including coordination of walkthroughs with County and TxDOT.
- Assist County and TxDOT on audit reviews as required.
- As-built Final Plans will be signed and sealed by CEI engineer stating that the construction is in substantial compliance with the final as-built plans and specifications.
- Approve subcontractor agreements.
- Provide certification of material used at the end of the project.
- Obtain test reports from TxDOT for pre-approved material sources (such as box culverts), as required.

Provide Reports of Construction Activities

- Perform a review of the construction of the *Project* to monitor compliance with the *Designer's* plans and specifications and document construction activities using daily reports, journal, logs, or other, as necessary.
- Perform inspections in accordance with the environmental provisions of the PS&E, relating to the SW3P and provide reports to the County containing the results of the inspection.
- Perform inspections of the implemented Traffic Control Plan of the PS&E and provide inspection reports to the County.
- Provide advice to the County on modifications to the Traffic Control Plans to be provided by *the Designer*.
- Develop project progress meeting minutes and distribute to attendees.
- Provide weekly report of the construction project progress to the County and the GEC.
- Provide reports of the results of tests performed on materials used in construction in accordance with the QAP as required.
- Provide reports of Contractor compliance with DBE provisions of construction contract at the end of the project.
- Provide reports of Contractor compliance with Wage Rate provisions of construction contract at the end of the project.
- Provide notification of lane closures to TxDOT, GEC and the County received from the Contractor.
- Provide report of accidents in accordance with Section XI L. of the Agreement.

Meetings and Record Keeping

- Attend Pre-Bid and Pre-Construction Conferences.
- Attend project progress meetings.
- Maintain all records as detailed in the QAP for delivery to the County at project completion.
- Maintain a status report of change orders, RFIs, barricade inspection reports, schedule updates, shop drawing review and time extensions.
- Maintain current set of plans and specifications at project completion.
- Maintain list of contact information of stakeholders including County, TxDOT, cities, law enforcement, schools and emergency personnel.
- Provide weekly pictures of construction progress to be transmitted to the County with weekly progress report.

Materials Testing

- Perform materials sampling and testing in accordance with the approved QAP.

Survey

- As requested by the GEC, review the data supplied by the County, check the horizontal and vertical control in the field, and compare the results with the supplied data. Provide compliance/non-compliance report to the County.
- Provide a field crew to check the contractor horizontal and vertical results of constructed facilities periodically for the *Project*. Provide compliance/non-compliance report to the County.

* The Engineer will perform Additional Services consisting of Engineering Construction Management tasks, other than those identified above, as requested by the County. Engineer shall perform these Additional Services within the maximum amount payable, as set forth in Part 2

below. However, to the extent that such Additional Services cause the maximum amount payable, as identified in Part 2 below to be exceeded, the County agrees to increase the maximum amount payable in the amount of no more than the total of all such Additional Services.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$1,186,379.00.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 5. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2011, unless extended by a Supplemental Work Authorization.

Part 6. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2010.

ENGINEER:
Raba-Kistner Infrastructure, Inc.

COUNTY:
Williamson County, Texas

By: 
Signature

By: _____
Signature

John A. Roberts
Printed Name

Printed Name

Vice President
Title

Title

OK
my 11/21/2010

Task	Position/Service Description	Unit	2010 Rate	2011 Rate	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Total																														
CONSTRUCTION MANAGEMENT																																																																			
P.E.S.	Project Manager	hr	\$232.46	\$240.59	45	\$10,460.51	100	\$23,245.58	100	\$23,245.58	90	\$20,921.02	100	\$24,059.18	32	\$7,698.94	32	\$7,698.94	40	\$9,623.67	32	\$7,698.94	32	\$7,698.94	32	\$7,698.94	16	\$3,849.47	16	\$3,849.47	16	\$3,849.47	8	\$1,924.73	\$171,222.31																																
P.E.S.	Resident Engineer	hr	\$117.83	\$121.96	25	\$2,945.87	225	\$26,512.82	180	\$21,210.26	180	\$21,210.26	225	\$27,440.77	180	\$21,952.61	180	\$21,952.61	225	\$27,440.77	180	\$21,952.61	180	\$21,952.61	225	\$27,440.77	180	\$21,952.61	180	\$21,952.61	225	\$27,440.77	160	\$19,513.43	\$352,384.82																																
P.E.S.	Senior Inspector	hr	\$74.99	\$77.61			225	\$16,871.79	180	\$13,497.44	180	\$13,497.44	225	\$17,462.31	180	\$13,969.85	180	\$13,969.85	225	\$17,462.31	180	\$13,969.85	180	\$13,969.85	225	\$17,462.31	180	\$13,969.85	180	\$13,969.85	225	\$17,462.31	160	\$12,417.64	\$222,370.24																																
P.E.S.	Inspector	hr	\$82.48	\$85.37	9	\$742.32	100	\$8,248.00	80	\$6,598.40	80	\$6,598.40	100	\$8,536.68	80	\$6,829.34	80	\$6,829.34	100	\$8,536.68	80	\$6,829.34	80	\$6,829.34	100	\$8,536.68	80	\$6,829.34	80	\$6,829.34	100	\$8,536.68	80	\$6,829.34	80	\$6,829.34	\$110,668.59																														
P.E.S.	Junior Inspector	hr	\$64.27	\$66.52																																																															
P.E.S.	Records Keeper	hr	\$58.92	\$60.98	5	\$294.99	100	\$5,891.74	80	\$4,713.39	80	\$4,713.39	100	\$6,097.95	80	\$4,878.36	80	\$4,878.36	100	\$6,097.95	80	\$4,878.36	80	\$4,878.36	100	\$6,097.95	80	\$4,878.36	80	\$4,878.36	100	\$6,097.95	60	\$4,878.36	80	\$4,878.36	\$79,031.77																														
P.E.S.	Administrative Technician	hr	\$59.99	\$62.09																																																															
P.E.S.	Environmental Quality Specialist	hr	\$163.00	\$168.71	9	\$1,467.00	16	\$2,608.00	16	\$2,608.00	16	\$2,608.00	8	\$1,349.64																							\$14,689.66																														
Subtotal Construction Management																																				\$15,910.29		\$83,377.93		\$71,873.06		\$69,548.80		\$84,946.62		\$55,329.10		\$55,329.10		\$70,611.01		\$55,329.10		\$55,329.10		\$68,686.28		\$55,329.10		\$51,479.63		\$64,735.81		\$47,488.26		\$45,563.51	\$950,667.29
MATERIAL TESTING																																																																			
1	Field Technician (2 hr. minimum)																																																																		
1.1	Junior Soil Technician	hr	\$49.49	\$51.22			50	\$2,474.53	50	\$2,474.53	50	\$2,474.53	40	\$2,048.91	20	\$1,024.46																						\$10,496.96																													
1.2	Senior Technician (Soils or Concrete)	hr	\$56.24	\$58.21			31	\$1,743.42	31	\$1,743.42	31	\$1,743.42	31	\$1,804.44	31	\$1,804.44	31	\$1,804.44	31	\$1,804.44	31	\$1,804.44	31	\$1,804.44	31	\$1,804.44	31	\$1,804.44	31	\$1,804.44	31	\$1,804.44	31	\$1,804.44	31	\$1,804.44			\$23,274.64																												
1.3	Concrete Technician (ACI Grade I)	hr	\$49.49	\$51.22			6	\$296.94	6	\$296.94	6	\$296.94	6	\$307.34	6	\$307.34	6	\$307.34	4	\$204.89																			\$2,017.73																												
1.4	Asphalt Technician																																																																		
1.4.1	TxDOT Certified Technician (Level IA and IB)	hr	\$49.49	\$51.22					64	\$3,167.40	72	\$3,563.32	88	\$4,507.60	88	\$4,507.60	88	\$4,507.60	88	\$4,507.60	88	\$4,507.60	160	\$8,195.64	32	\$1,639.13													\$39,103.61																												
1.4.2	TxDOT Certified Technician (Level II)	hr	\$56.24	\$58.21					10	\$562.39	10	\$562.39	12	\$698.49	12	\$698.49	12	\$698.49	12	\$698.49	12	\$698.49	12	\$698.49	10	\$582.03													\$5,697.82																												
2	Field Testing Equipment (2 hr. minimum, technician time not included)																																																																		
2.1	Vehicle	mi	\$0.50	\$0.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	4787	\$2,393.50	\$38,296.00																														
2.2	Concrete/Asphalt Coring Equipment	hr	\$33.74	\$34.92									3	\$101.23	3	\$104.77	3	\$104.77	3	\$104.77	3	\$104.77	3	\$104.77	3	\$104.77	3	\$104.77	3	\$104.77	3	\$104.77	3	\$104.77	3	\$104.77	3	\$104.77	\$834.65																												
2.2.1	Core Bit Charges																																																																		
2.2.1.1	3 inch Diameter Core	ea	\$3.96	\$4.10																																																															
2.2.1.2	4 inch Diameter Core	ea	\$5.03	\$5.21																																																															
2.2.1.3	6 inch Diameter Core	ea	\$6.75	\$6.99							4	\$26.99	8	\$53.99	8	\$55.88	8	\$55.88	4	\$27.94	4	\$27.94	4	\$27.94	4	\$27.94	4	\$27.94	4	\$27.94	4	\$27.94	4	\$27.94	4	\$27.94	4	\$27.94	\$332.44																												
3	Testing of Soils and Base Materials																																																																		
3.1	Sampling	hr	\$49.49	\$51.22																																																															
3.2	Field Nuclear Density (TEX-115-E)	ea	\$35.99	\$37.25			16	\$575.89	16	\$575.89	16	\$575.89	16	\$596.05	16	\$596.05	16	\$596.05	16	\$596.05	16	\$596.05	16	\$596.05	16	\$596.05	16	\$596.05	16	\$596.05	16	\$596.05	16	\$596.05	16	\$596.05			\$5,900.00																												
3.3	Sample Preparation (TEX-101-E)	ea	\$52.92	\$54.77			8	\$423.35	8	\$423.35	8	\$423.35	8	\$438.17	8	\$438.17	8	\$438.17	4	\$219.08	4	\$219.08	4	\$219.08	4	\$219.08	4	\$219.08	4	\$219.08	4	\$219.08	4	\$219.08	4	\$219.08	4	\$219.08			\$3,460.87																										
3.4	Natural Moisture Content (TEX-103-E)	ea	\$18.00	\$18.63			8	\$143.97	8	\$143.97	8	\$143.97	6	\$111.76	2	\$37.25																								\$580.93																											
3.5	Sieve Analysis (TEX-110-E)	ea	\$65.24	\$67.52			4	\$260.95	4	\$260.95	4	\$260.95	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08			\$1,323.02																										
3.6	Atterberg Limits (Liquid & Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	ea	\$65.24	\$67.52			4	\$260.95	4	\$260.95	4	\$260.95	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08	4	\$270.08			\$1,323.02																										
3.7	Percent Passing No. 200 Sieve (TEX-111-E)	ea	\$41.67	\$43.13			4	\$166.68	4	\$166.68	4	\$166.68	4	\$172.52	4	\$172.52	4	\$172.52	4	\$172.52	4	\$172.52	4	\$172.52	4	\$1																																									