

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. 1

PROJECT: Capital Improvement Plan and Transportation Program

This Work Authorization is made pursuant to the terms and conditions of the Burnet County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Burnet County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$150,000.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

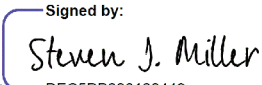
EXECUTED this ____ day of _____, 20__.

ENGINEER:

American Structurepoint, Inc.

COUNTY:

Burnet County, Texas

By:  _____
Signature

Steven J. Miller

Printed Name

Senior Vice President

Title

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A
Services to be Provided by County

In general, Burnet County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's representative.
2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Not applicable (N/A).
4. Provide available appropriate County data on file including reports and/or plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide information on any meetings/discussions held with adjoining, or affected property owners that may impact the project.
7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work and final acceptance documents.
8. N/A.
9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
10. Post and maintain project information for public consumption on the County website.
11. Assist with coordination between the Engineer and County's other consultants.
12. N/A.
13. N/A.

Attachment B

Services to be provided by Engineer

A. SERVICE DESCRIPTION

1. The Engineer shall develop a Burnet County (County) Infrastructure Capital Improvement Plan and Program (CIPP). The Engineer will work with the County and identified stakeholders as the Capital Area Metropolitan Planning Organization (CAMPO) develops the Burnet County Transportation Plan. Additionally, Engineer will develop funding strategies, review applications for funding, and identify opportunities to leverage local, state, and federal resources. This is a multi-part process:
 - a. The Engineer shall work with the County and identified stakeholders during the development of the Burnet County Transportation Plan conducted by CAMPO.
 - i. The Engineer shall assist the County in determining future transportation needs that should be addressed in the Transportation Plan.
 - b. The Engineer shall work with the County and identified stakeholders to develop a Capital Improvement Plan (the Plan) identifying and ranking improvement needs on infrastructure within the county over the next 20 years.
 - i. Projects that accommodate all modes of transportation (motor vehicle, pedestrian, and bicycle) shall be considered.
 - ii. The Engineer shall assist the County in establishing objective criteria to evaluate and score potential projects. Criteria may include safety, health, connectivity, congestion relief, support of regional land-use goals, enhancing quality of life, and community support.
 - c. The Engineer shall work with the County and identified stakeholders to develop a Capital Improvement Program (the Program) assigning anticipated revenues to the highest priority projects for a five-year period.
 - i. The program should be reviewed and updated by the County annually for programming updates. The annual updates allow anticipated capital revenues to be adjusted to more current projections, and capital project expenditures are allocated appropriately.
2. The CIPP shall only include capital projects that will improve public infrastructure where either substantial reconstruction or new construction is required. Engineer shall incorporate additional projects as identified by the County and agreed upon by both parties. At this time, maintenance projects are not included.

B. INITIATION, DATA COLLECTION AND EVALUATION

1. The Engineer shall work and meet with the County, including Commissioners Court, key county staff, the county's bond counsel and financial advisor, and other key stakeholders to evaluate all existing information necessary to conduct the CIPP. This includes transportation and pedestrian master plans, studies, traffic counts, etc. Traffic counts and any other available traffic data will be analyzed and a summary of this data will be included in the CIPP. An assessment of issues related to funding strategies will also be included.

C. IDENTIFY AND ASSIST IN DEVELOPING PROJECTS

1. The Engineer will provide coordination, direction and facilitation for the recommendation of an initial program from the highest ranked projects identified in the development of the CIPP to staff and the Court. Engineer shall work with the County to evaluate identified projects based on the County's vision, goals, and common good of the County and citizens across the various communities of interest throughout the County.

2. The Engineer shall work with the County to develop new potential projects based on the County's vision, goals, economic development potential, regional connectivity, safety concerns, quality of life, operational improvements, and pedestrian connectivity. Engineer will lead meetings to establish a decision tree (matrix), look at project options, and eventually rank and score options.
3. The Engineer shall provide a Preliminary Opinion of Probable Cost (OPC) for identified potential new projects. Engineer will also update preliminary OPC's for projects identified in transportation and pedestrian master plans.
4. The Engineer shall provide a layout of potential new projects on an aerial to assist in gaining support for new projects and projects related to prospective funding opportunities.

D. PUBLIC INFORMATION PROGRAM

1. ***Citizen Outreach and Engagement:*** Using foundational material provided by the County, create a stand-alone website for the program where citizens, community leaders, and news media can go to find in-depth information about the program and projects, and answers to common policy and transportation questions. The Engineer's team will create a logo, color scheme and images to brand the program, and receive community input to help guide the decision-making process.
2. ***Website, Social Media, and Media Relations:*** Create and maintain a robust project website that County staff, citizens, and regional media can use as a resource for project process, updates, and resources. This website can live on and be updated by the County as projects are developed and be used for public information/education about the program. Additionally, the Engineer will assist county staff with content and strategy for the county's existing social media channels, as well as helping craft the message that the County can share with local and regional media outlets.
3. ***Community Meetings:*** The Engineer shall prepare necessary documentation to advertise and conduct five (5) in-person meetings, one in each precinct and one final meeting at a location to be determined by the County, to get meaningful impact from citizens. Public notices and presentation graphics will be prepared for the meetings by Engineer to be posted by the County. Comments from these meetings will be gathered and documented. If additional public involvement meetings are requested, additional or supplemental services will be required to facilitate such meetings.
4. ***Presentation Preparation and Meetings:*** Engineer will conduct, lead, and attend regularly scheduled meetings with key staff members and stakeholders to help the county establish the vision, goals, and objectives for Burnet County's transportation network. Reports and updates will be provided to key staff members and stakeholders, including updates to the Commissioners Court during regularly scheduled public meetings, to keep the County updated on all progress and milestones reached. The Engineer shall record and distribute meeting minutes for all meetings with key staff members and stakeholders.
5. ***Schedule Coordination and Broadcast:*** Engineer will keep a master schedule of events, key publication, and distribution dates for all prints, press releases and posts published throughout the project, and communication opportunities for public engagement to supporters.

E. ASSISTANCE IN IDENTIFYING FUNDING SOURCES

1. The Engineer shall assist the County in identifying potential funding sources including but not limited to local, state, federal, and private funds.
2. The Engineer shall assist the County in identifying the appropriate funds to pursue for the prioritized projects.

F. ASSISTANCE IN PRIORITIZING PROJECTS

1. The Engineer shall assist the County in prioritizing existing and potential projects based on vision, goals, funding sources, and common good of the community.

G. IMPLEMENTATION STRATEGIES

1. The Engineer shall assist the County in developing strategies to pursue prioritized projects from a funding, scheduling, and probability of delivery standpoint.

H. PROJECT MANAGEMENT AND PROGRESS REPORTS

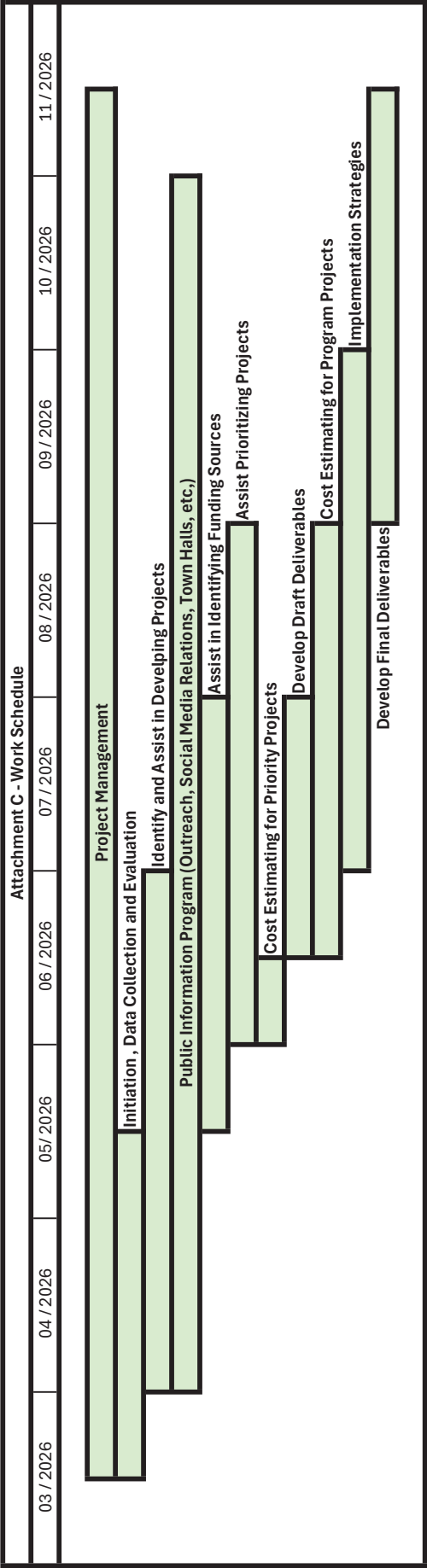
1. Engineer shall review and develop project reports related to the program and final permanent files for residents and county officials.
2. The Engineer shall provide monthly progress reports with updates regarding the Plan's development.

I. DELIVERABLES

1. Five (5) bound hard copies of the Transportation Capital Improvement Plan and Program
2. One (1) electronic (PDF version) of the Transportation Capital Improvement Plan and Program

J. EXCLUDED SERVICES

1. Traffic engineering services, including traffic counting, modeling, and analysis
2. Road design services
3. Bridge design services
4. Environmental science services
5. Utility infrastructure design services



Attachment D
Fee Schedule

The County shall pay Engineer a Lump Sum amount of \$150,000. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

Should the county authorize additional services beyond the scope of this work authorization, such services shall be billed on a time and material basis at the rates included in the master agreement.