APPROVED
By Daisy Hernandez at 10:53 am, Sep 23, 2026

FUTURE INFRASTRUCTURE
A Primoris Company

Invoice: 59717

BURNET COUNTY TREASURER
RECEIVED
SEP 24 2026
KARRIE CROWNOVER

From : **Future Infrastructure, LLC**
3025 W. Weldon Avenue
Phoenix, AZ 85017

Bill to: **BURNET COUNTY**
133 E. JACKSON ST
BURNET, TX 78611 US

Date: Sep 23, 2026
Ref #: PO#26-4171
Due Date: Oct 23, 2026
Pay Terms: Net 30 days
Project Description: FI26-568 (BURNET COUNTY BAFO) @ BURNET, TX

Item	Description	Unit Price	Quantity	UM	Amount
1	Mobilization/Demobilization	$1,500.00	1	EA	$1,500.00
2	Labor Cost Delays	$3,250.00	1	EA	$3,250.00

Notes: PO#26-4171

JOB 23008444

Week One CX/SPL delays for Sheriff Office completion.

Total	4,750.00
Less Retainage	
Total Due	4,750.00

P.O. #
Acct. # 710·5040·5770
Audit
Input

APPRV'd CC

Please Remit Payment To:
Primoris Services Corporation
18484 E Petroleum Dr.
Baton Rouge, LA 70809

BURNET COUNTY AUDITOR
220 S. Pierce St.
Burnet, TX 78611

PURCHASE ORDER

PO Number: 26-4171 **Date:** 07/02/2026

Requisition #: 26-4171 **Vendor #:** 17653

ISSUED TO: FUTURE INFRASTRUCTURE, LLC
350 HIGHLAND DRIVE
STE #200
LEWISVILLE, TX 75067-

SHIP TO: BURNET COUNTY
Attn:AUDITOR'S OFFICE
133 E JACKSON ST
BURNET, TX 78611

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	IT- FIBER INSTALLION FOR BUILDINGS	710-5040-5770		0.00	122,150.00
		less invoice #39715				<118,943.22>

Requested By: GREG HARRIS

Department: INFORMATION TECHNOLOGY

Authorized by: _____

SUBTOTAL:	122,150.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	122,150.00

1. Original invoice with remittance slip must be sent to: Burnet County Auditor, 220 S. Pierce St., Burnet, TX 78611.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the County.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The County is exempt from all federal excise and state tax – ID# 99-9999999

Do not exceed amt $122,150.00

APPROVED
By Daisy Hernandez at 10:41 am, Sep 23, 2026

FUTURE INFRASTRUCTURE
A Primoris Company

Invoice: 59715

BURNET COUNTY TREASURER
RECEIVED
SEP 24 2026
KARRIE CROWNOVER

From: Future Infrastructure, LLC
3025 W. Weldon Avenue
Phoenix, AZ 85017

Bill to: BURNET COUNTY
133 E. JACKSON ST
BURNET, TX 78611 US

Date: Sep 23, 2026
Ref #: PO#26-4171
Due Date: Oct 23, 2026
Pay Terms: Net 30 days
Project Description: FI26-568 (BURNET COUNTY BAFO) @ BURNET, TX

Item	Description	Unit Price	Quantity	UM	Amount
1	Mobilization and Demobilization of crews, equipment, traffic control, safety setup, and site preparation	1.00000	10,001.000	EA	10,001.00
10	Aerial Construction Materials	2.00000	9,000.000	EA	18,000.00
11	Corning CCH Termination Panels - Loaded	3,500.00000	4.000	EA	14,000.00
13	Fiber Optic Cable - Materials	2.80000	6,000.000	EA	16,800.00
2	Install 1/4" EHS Galvanized Messenger Strand with all required hardware, anchors, and tensioning	1.70000	11,877.770	EA	20,192.21
3	Lash Fiber Optic Cable to New Messenger Strand (All fiber types)	2.25000	9,000.000	EA	20,250.01
4	Make-Ready Work on Existing Utility Poles	500.00000	25.000	EA	12,500.00
8	Pole Install Includes Materials	2,000.00000	3.000	EA	6,000.00
9	Place Underground Fiber	3.00000	400.000	EA	1,200.00

Notes: PO#26-4171

JOB 23008444

Total	118,943.22
Less Retainage	
Total Due	118,943.22

P.O. # 26-4171
Acct # 710-5040-5770
Audit SR
Input

Please Remit Payment To:
Primoris Services Corporation
18484 E Petroleum Dr.
Baton Rouge, LA 70809

V# 17653

710-5040-5770

26-4171

FUTURE INFRASTRUCTURE

A Primoris Company

Future Infrastructure, LLC
General Terms and Conditions

This General Terms and Conditions ("T&C") together with the Proposal (RFP 26-5040-1) and all documents incorporated therein shall form the agreement ("Contract") between Future Infrastructure, LLC ("Contractor") and Burnet County, Texas, a political subdivision of the State of Texas ("Customer") for the work described in Contractor's Proposal. Contractor and Customer shall be referred to herein as party or collectively as parties. To the extent of any conflict, these T&C shall control, however, nothing herein shall waive or limit requirements of Texas law applicable to counties. The parties further agree as follows

Non-Appropriation: Notwithstanding any provision herein, this agreement is subject to the continuing right of Customer via the Burnet County Commissioners Court to terminate this contract without penalty or further obligation if funds are not appropriated for a fiscal year.

No Waiver Governmental Immunity: Nothing in this agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to Customer, including governmental immunity, which is expressly reserved.

Public Information Act Compliance: Contractor acknowledges that Customer is subject to the Texas Public Information Act, chapter 552 of the Texas Government Code. This agreement and related information may be subject to disclosure

1. **The Work:** Contractor will perform the work described in the RFP 26-5040-1 for the prices quoted therein and on the attached Best and Final Pricing Worksheet in compliance with all applicable codes, standards, and Customer's requirements provided to Contractor at the time prices are given to Customer. In performing the work, Contractor shall comply with all applicable federal and state employment laws. Further, Contractor shall maintain all records of work and make them available for audit by the Customer.
2. **Invoice and Payment.** Unless otherwise specified, Contractor may invoice Customer on a weekly basis for work performed. Customer shall pay in accordance with the Texas Prompt Payment Act, chapter 2251 of the Texas Government Code. Payment is subject to Customer's approval, inspection, testing, and acceptance. Customer may withhold payment for nonconforming work The Parties agree, that the not-to-exceed identified amount of $ 122,150.00 may not be exceeded unless prior written approval has been provided by Customer via the Burnet County Commissioners Court.
3. **Bond:** Contractor shall furnish Performance and Payment Bonds in accordance with Texas Government Code Chapter 2253 The price of the bonds is included in the Best and Final Pricing Worksheet, incorporated herein
4. **Easements, Permits and Licenses:** The Customer shall obtain and timely provide access to necessary easements and right-of-way to perform the work under this agreement The Contractor shall be responsible for obtaining and complying with all permits, licenses, laws, ordinances, and regulations applicable to its work under this agreement. Customer shall not indemnify Contractor for Contractor's regulatory compliance failures.
5. **Reliance on Customer's Information**. Contractor may rely solely on the accuracy of the calculations, drawings, specifications, reports, data, surveys, and any other information included in the Contract and/or provided, to a reasonable extent, by the Customer, to estimate, plan and perform the work. Contractor shall not be required to determine the accuracy or reliability of any information provided by the Customer but shall remain responsible for exercising its reasonable judgment as a contractor.
6. **Site Conditions** Contractor shall provide notice to the Customer if Contractor encounters conditions at or around the site that are (1) subsurface, concealed or unknown that differ materially from those indicated in the Contract or (2) conditions of a nature that differs from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract. If the conditions cause an increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor may request that Customer adjust the price or schedule, but any change must be agreed to and approved in writing and is subject to approval of the Burnet County Commissioners Court.
7. **Access** The Customer shall provide Contractor free and uninterrupted access to the site to perform the work, including warranty work

Initials _____ WB

FUTURE INFRASTRUCTURE

A Primoris Company

8. **Changes** Absent a written, mutually executed change order, Contractor has no obligation to perform or make any modification, alteration or change to the Contract, the work, materials, labor, or the schedule Contractor's contract value is not to be exceeded unless there is a change identified, requested by the Customer, and agreed to in writing. All changes are subject to approval of the Burnet County Commissioners Court

9. **Notice to Proceed; Delay; Cancellation:** Contractor agrees, subject to equipment, labor and material availability, to use reasonable efforts to commence the work on the date specified in the Notice to Proceed (the "Start Date"), and to proceed with reasonable diligence to complete the work. Should Contractor be delayed or prevented from commencing or completing the work on account of labor issues, shortages of materials, lack of required permits, Customer's acts and/or interference (including those of its consultants, contractors, suppliers, agents or anyone else for whom Customer may be responsible) or for any other causes beyond Contractor's control, then the Customer shall provide a reasonable extension of the scheduled time for performing the work (if not cancelled). The Customer shall not be liable for damages except to the extent authorized by Texas law and expressly approved by the Burnet County Commissioners Court in a written change order.

10. **Inspection of Work:** Should Customer wish to inspect the work, Customer shall complete such inspection so as to not unreasonably interfere with Contractor's completion of the work. Each party shall bear its own routine inspection costs unless otherwise agreed in writing.

11. **Subcontractors:** Contractor may use such subcontractors as it deems appropriate for the work

12. **Limited Warranty:** In addition to any warranties required under Texas law, Contractor warrants to the Customer that (1) materials and equipment furnished by Contractor will be of good quality and new, and (2) the work will be performed in a good and workmanlike manner and will be free from faults and defects. The warranties provided in this paragraph shall expire two years after completion regardless of when discovered. If, prior to expiration of this warranty, the work is found not in accordance with the warranties herein, the Customer shall give prompt notice to Contractor. Upon notice, Contractor shall promptly bring the work into compliance with this paragraph. Contractor owes no other warranty, express or implied, other than those stated in this paragraph, and CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE Notwithstanding any statement herein to the contrary, Contractor does not warrant against damage or defects caused by abuse, alterations by others, or improper or insufficient maintenance, operation or usage

13. **Indemnity**. To the extent permitted by Texas law, Contractor and Customer shall each be responsible for damage caused by its own negligence or willful misconduct. In addition, and to the extent permitted by Texas law, Contractor shall indemnify, defend, and hold harmless Customer, its officers, employees, and agents, from and against any and all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligence, willful misconduct, or breach of this Contract by Contractor, its employees, subcontractors, or agents, except to the extent caused by the negligence of Customer. County shall not indemnify Contractor, and nothing herein shall be construed as a waiver of governmental immunity or as creating liability beyond that provided by law.

14. **Liability Cap** ONLY TO THE EXTENT PERMITTED BY TEXAS LAW, EXCEPT IN THE EVENT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OR STATUTORY VIOLATIONS OF CONTRACTOR, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, AND/OR BREACH OF WARRANTY, THE CONTRACTOR'S AGGREGATE LIABILITY TO CUSTOMER, OR ANY OTHER PARTY FOR WHOM CUSTOMER MAY BE LIABLE, FOR ANY CLAIMS OR OTHER RIGHT OF RECOVERY OF DAMAGES ARISING OUT OF OR RELATED TO THE CONTRACT, THE WORK, OR ACTIVITIES OF CONTRACTOR, REGARDLESS OF THE NUMBER OF OCCURRENCES, SHALL NOT EXCEED THE AGREED PRICE OF CONTRACTOR'S WORK. THE LIMITATIONS IN THIS PROVISION APPLY REGARDLESS OF THE THEORY OF RECOVERY, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT AND/OR VIOLATION OF CODE OR STATUTE. In no event shall Contractor's liability for any claim for which insurance is provided pursuant to this Contract exceed the limits and coverage required by this Contract

15. **Waiver of Certain Damages**. TO THE EXTENT PERMITTED BY TEXAS LAW, EACH PARTY WAIVES ALL CLAIMS AGAINST THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT AND/OR PUNITIVE DAMAGES THAT MAY ARISE OUT OF OR RELATE TO THIS CONTRACT. IN ADDITION, THE FOLLOWING DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR OTHERWISE, ARE ALSO WAIVED BY CUSTOMER. (1) THE CUSTOMER'S LOSS OF USE OF THE PROJECT, LOSS OF PRODUCT, RENTAL EXPENSES, LOSS OF INCOME, PROFIT AND/OR FINANCING OF THE PROJECT, LOSS OF REPUTATION, INSOLVENCY, OR LOSS OF MANAGEMENT OR EMPLOYEE PRODUCTIVITY. THE

Initials AL WB

FUTURE INFRASTRUCTURE

A Primoris Company

LIMITATIONS IN THIS PARAGRAPH APPLY REGARDLESS OF THE THEORY OF RECOVERY, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT, AND/OR VIOLATION OF CODE OR STATUTE. HOWEVER, NOTHING HEREIN SHALL LIMIT THE CUSTOMER'S RIGHT TO RECOVER DAMAGES NECESSAY TO PROTECT PUBLIC FUNDS OR ENFORCE STATUTORY OBLIGATIONS

16. **Right to Stop Work.** Should the Customer fail to make timely payment to Contractor as required by the Contract, Contractor may, only after providing written notice and a reasonable opportunity to cure, stop work and demobilize (at Contractor's sole discretion) until the Customer (1) brings its account with Contractor current and (2) pays Contractor all costs associated with stopping work, including, without limitation, the cost to demobilize, remobilize and costs imposed on Contractor by its subcontractors and suppliers related to the same.

17. **Termination.** If Customer becomes insolvent or bankrupt, or if Customer fails to pay Contractor's invoices in accordance with the Texas Prompt Payment Act, or if Customer otherwise materially breaches this Contract, Contractor may, without prejudice to any other rights or remedies against Customer, terminate this Contract upon fourteen (14) days ' written notice to Customer, provided Customer has not cured the default with the notice period. In such event, Customer shall compensate Contractor for all work performed for Customer and Contractor's costs to demobilize and cancel downstream agreements for labor, equipment or materials, in addition to all other damages allowed in this Contract or under the law.

Termination for Convenience. The Customer may terminate this Contract, in whole or in part, without cause upon written notice but Contractor shall be paid for Work properly performed up to the termination date.

18. **Dispute Resolution**: The parties agree to resolve disputes by mediation as a condition precedent to litigation. Nothing herein waives the Customer's immunity or alters jurisdictional requirements under Texas law.

19. **Attorney's Fees and Costs**. Each party shall bear its own attorneys' fees except where otherwise provided by Texas law.

20. **Severability:** If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Contract, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.

21. **Governing Law:** This Contract shall be construed and governed in accordance with the laws of the State of Texas. Venue shall be Burnet County, Texas.

22 **Extent of Contract:** The Proposal, together with any plans and specifications and other exhibits attached to the Proposal, and these General Terms and Conditions, are solely for the benefit of Contractor and Customer, may not be modified or the rights there under waived except in a writing signed by both parties, represents the entire agreement of the parties regarding the subject matter hereof, and all prior negotiations, representations, agreements and understandings, whether oral or in writing, are superseded hereby

23 **Pricing.** Contractor's prices on its Best and Final Pricing Worksheet shall be valid for the term of the contract Price increases must be approved in writing by the Customer and, where required, by the Burnet County Commissioners Court

24 **Hazardous Materials.** Contractor will not be responsible for any pre-existing hazardous materials not introduced to the Site by Contractor except to the extent Contractor (1) expressly assumes responsibility in the Proposal and then only to the extent required by the Proposal or (2) exacerbates such pre-existing hazardous materials or condition once Contractor knew or should have reasonably known of such pre-existing hazardous materials or condition Contractor shall comply with all applicable environmental laws.

IN WITNESS WHEREOF, the parties hereto have set their hands and agree to the foregoing as of the dates below:

Future Infrastructure, LLC

Signed

By Billy Baldwin

Title SVP Operations

Date 30 June 2026

Burnet County

Signed

By Bryan Wilson

Title County Judge

Date 6-29-26

Initial BW WB