

2002 Mastec

MASTEC

Mike Lewis 214-571-2520

Josh Thomas -2507

jthomas@ mastec.com

Roger Cole -

MasTec

*Primary
contact*

Greg Wood Project Manager ❖

Robbie Dupree

MasTec North America, Inc.
4747 Irving Blvd. Ste. 221 Dallas Texas 75247
214.571.2568 fax 214.571.2566 cell 214.543.4934
www.mastec.com gregw@mastecwr.com

Bruce Hacey

MasTec

*Jerry,
Robin
FYI, File
Jim*

December 3, 2002

Mr. Jim Pierce
Town of Addison
16801 Westgrove Dr.
Addison, Texas 75001

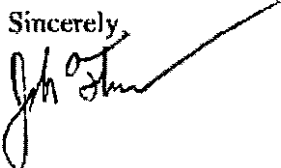
RE: Emergency Utility Repair – 14665 Midway Rd.

Dear Mr. Pierce:

Per our Construction Agreement dated February 26, 2002, I am submitting MasTec's pricing for the paving repair at 14665 Midway Road in Addison, Texas. Contractor will supply all traffic control, with the exclusion of required arrow boards supplied by the city. The paving repair will consist of 10" thick high-early concrete with #4 rebar on 18" centers. Compensation for the work completed will be per the unit rate listed below.

Paving Repair \$ 17.25 per sq. ft.

Should you require any further information or clarification feel free to contact me at (214) 571-2507.

Sincerely,


Josh Thomas
Estimator
MasTec North America, Inc.

Josh: This is approved. Please coordinate this work with Robin Jones, 972, 450. 2849. Contractor will need a ROW Permit (no charge). We would like this done ASAP.

*J. Pierce
12-4-02*



Fax

To: Jim Pierce

From: Josh Thomas

Company: Town of Addison

Date: 12/4/02

Fax: 972-450-2837

Page: 2 (Including Cover)

Subject: Paying Repair Quote

Urgent

For Review

Please Comment

Please Reply

•Comments:

Mr. Pierce:

If you have any questions or comments I can be reached at (214) 571-2507.

Regards,

Josh Thomas

If you have any questions regarding this transmittal please call (214) 571-2500.

Western Region – Dallas Division
4747 Irving Blvd #221
Dallas, Texas 75247 214-571-2500

HP LaserJet 3200se



TO: LASERJET 3200
9724502837
DEC-4-2002 9:56AM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
675	12/ 4/2002	9:55:35AM	Send	92145712555	1:03	1	OK

SENT BY: HP LASERJET 3150; 2145712555; DEC-4-02 8:38AM; PAGE 2/2

MasTec

December 3, 2002

Mr. Jim Pierce
Town of Addison
16801 Westgrove Dr.
Addison, Texas 75001

RE: Emergency Utility Repair - 14665 Midway Rd.

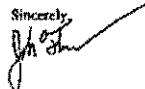
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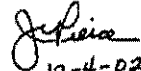
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Josh Thomas
Estimator
MasTec North America, Inc.

Josh: This is approved. Please coordinate this work with Robin Jones, 972, 450, 2849. Contractor will need a ROW Permit (no charge) we would like this done ASAP.


12-4-02



AGREEMENT NUMBER: C405-01-010

WORK ORDER NUMBER: 001

WORK ORDER

This WORK ORDER, executed this ~~26th~~ 25th day of ~~February~~ November, 2002, by and between

Contractor

Customer

MasTec North America, Inc., a Florida Corporation.

Town of Addison

4747 Irving Blvd., Suite 221

16801 Westgrove Drive

Dallas, Texas 75247

Addison, Texas 75001-9010

Contractor acknowledges that it has visited the site(s), has visually inspected it and is familiar with the general and local conditions of the Scope of Work listed below.

SCOPE OF WORK

At the request of the Director of Public Works of the Town of Addison or the Director's designee, Customer shall provide manpower, equipment, and materials required for emergency restoration work (related to streets, public water lines, sanitary sewer lines, storm sewer lines, and street lights) for the Town of Addison.

Repair of 12" Cast Iron ^{Water main} in Southbound Lane of Midway Road @ 14665 Midway Road.

PRICING

Compensation for the hourly work completed will be per the attached hourly pricing sheet located in Exhibit A.

CONTRACTOR:

CUSTOMER:

By: *Robbie Dupree*

By: *Jim Pierce*

Robbie Dupree
(Printed Name)

Jim Pierce, P.E.
(Printed Name)

Title: Operations Manager

Title: Asst. Public Works Director

Date: 2/26/02

Date: 11-25-02

PD

To Noel Padden - 7208

Jim Pierce

From: Josh Thomas [jthomas@mastec.com]
Sent: Monday, March 25, 2002 10:30 AM
To: 'jpierce@ci.addison.tx.us'
Cc: Greg Wood; Mike Claxton; Frank Dennis; Santiago Rueda; Robbie Dupree; Roger Cole; Steve Clausen
Subject: Emergency Contact List

Mr. Pierce:

Per our conversation Friday, March 22, 2002; attached is the emergency contact list for your files. If you have any questions you can reach me at the number below. Thank you, Josh.

Greg Wood

Direct - 214-571-2568
Mobile - 214-543-4934

←
works for

Mike Claxton

Direct - 214-571-2567
Mobile - 214-543-4925

↑

Ben Bishop

Frank Dennis

Direct - 214-571-2551
Mobile - 214-202-2153

Santiago Rueda

Direct - 214-571-2541
Mobile - 214-354-2668

Robbie Dupree

Direct - 214-571-2544
Mobile - 214-543-4933

No longer there 2/4/04

4747 Irving Blvd. Suite 221
Dallas, TX 75247

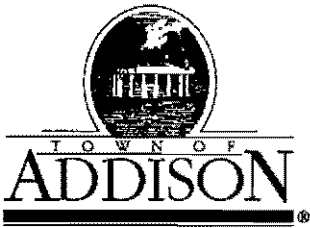
~~Josh Thomas~~

Estimator
MasTec North America, Inc.
Direct: (214) 571-2507
Fax: (214) 571-2555
Mobile: (214) 502-7298
jthomas@mastec.com

→

MasTec Building the e-World

Confidentiality Notice: The information contained in this transmittal, including any attachment, is privileged and confidential information and is intended only for the person or entity to which it is addressed. If you are neither the intended recipient nor the employee or agent responsible for



Public Works / Engineering
 16801 Westgrove • P.O. Box 9010
 Addison, Texas 75001
 Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE	3-22-02	JOB NO.
ATTENTION		
RE:	Construction Agreement	
	with MasTec North	
	America, Inc.	

TO Carmen Moran
Town Hall

GENTLEMAN:

WE ARE SENDING YOU

- Attached
- Under separate cover via _____ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- _____

COPIES	DATE	NO.	DESCRIPTION
1			Construction Agreement

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS This is for emergency or "rapid response"
services

COPY TO _____

SIGNED: [Signature]

If enclosures are not as noted, please notify us at once.

Jim Pierce

From: Josh Thomas [jthomas@mastec.com]
Sent: Monday, March 25, 2002 10:30 AM
To: 'jpierce@ci.addison.tx.us'
Cc: Greg Wood; Mike Claxton; Frank Dennis; Santiago Rueda; Robbie Dupree; Roger Cole; Steve Clausen
Subject: Emergency Contact List

Mr. Pierce:

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Mobile - 214-543-4934

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Mobile - 214-543-4925

Frank Dennis

Direct - 214-571-2551
Mobile - 214-202-2153

Santiago Rueda

Direct - 214-571-2541
Mobile - 214-354-2668

Robbie Dupree

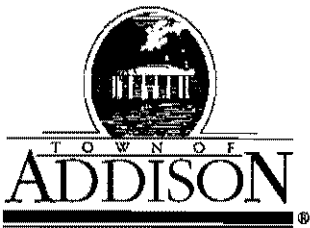
Direct - 214-571-2544
Mobile - 214-543-4933

Josh Thomas

Estimator
MasTec North America, Inc.
Direct: (214) 571-2507
Fax: (214) 571-2555
Mobile: (214) 502-7298
jthomas@mastec.com

MasTec Building the e-World

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Public Works / Engineering
 16801 Westgrove • P.O. Box 9010
 Addison, Texas 75001
 Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE	3-22-02	JOB NO.
ATTENTION		
RE:	Constructum Agreement	

TO Josh Thomas
Mastec
Dallas, TX

GENTLEMAN:

- WE ARE SENDING YOU**
- Attached
 - Shop Drawings
 - Copy of letter
 - Prints
 - Change order
 - Under separate cover via _____ the following items:
 - Plans
 - Samples
 - Specifications
 - _____

COPIES	DATE	NO.	DESCRIPTION
1			Construction Agreement signed by City Manager

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS As we discussed, when an emergency occurs, we will contact the appropriate person on the call list. Soon thereafter Mastec will prepare a work order similar to what is attached to the agreement for signature by Town representative.

COPY TO Mike Murphy
Robin Jones
Keith Thompson

SIGNED: [Signature]

If enclosures are not as noted, please notify us at once.



Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000
FAX (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

March 12, 2002

7:30 p.m.

COUNCIL CHAMBERS

5300 BELT LINE ROAD

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

CONSENT AGENDA

- #2a - Approval of the Minutes for the February 26, 2002 Council Meeting.
-
- #2b - Consideration of a Resolution authorizing the City Manager to enter into a construction agreement with MasTec North America, Inc. for emergency and rapid response support for the Public Works Department.
-
- #2c - Consideration and approval of a Landlord Estoppel Letter for Mission Aire V L.P. located on Addison Airport at 4400 Westgrove Drive.
-

AGREEMENT NUMBER: C 405-01-010

Federal Tax I.D. Number: 65-0829357

CONSTRUCTION AGREEMENT

This CONSTRUCTION AGREEMENT (hereinafter, "AGREEMENT"), executed this
26th day of February, 2001,

by and between

MasTec North America, Inc., a Florida Corporation

4747 Irving Blvd., Suite 221

Dallas, Texas 75347

Telephone: (214) 571-2500

Fax: (214) 571-2555

(hereinafter, "Contractor")
and

Town of Addison

16801 Westgrove Drive

Addison, Texas 75001-9010

Telephone: (972) 450-2879

Fax: (972) 450-2837

(hereinafter, "Customer")

In consideration of the mutual covenants and promises contained in this Agreement, Contractor and Customer agree as follows:

1. Contractor will perform the scope of Work as Customer's contractor as described on the attached Work Order(s) ("Work"). Contractor will perform the Work in accordance with the terms of this Agreement.
2. Customer may direct Contractor, in writing, to make changes to the Work. Adjustments, if any, in the contract price or the schedule of Work resulting from these changes will be set forth in a Change Order to the associated Work Order. The Change Order shall be fully executed prior to commencement of the changed or additional work.

201

Passed

Council Agenda Item: #26

SUMMARY:

This item is to authorize the City Manager to enter into a Construction Agreement with MasTec North America, Inc. for emergency and rapid response support for the Public Works Department.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Funding Source: Streets and Utilities Maintenance Budgets

BACKGROUND:

Public Works desires to have an agreement with a contractor that can provide emergency and/or rapid response support to streets and utilities when needed. An example of a street emergency would be the knock down of a signal pole or a sudden pavement failure. An example of a utility emergency would be a large water main break or a sewer collapse.

The contract (copy attached) provides that each project is initiated by individual work order and provides a payment schedule for labor and equipment. Materials shall either be furnished by the Town of Addison, or by MasTec. Materials furnished by MasTec shall be paid at cost plus 15%. The contract has been reviewed and approved by our attorney.

MasTec was founded in 1969 and since has become a Fortune 1000 Company traded on the NYSE. MasTec entered the DFW market in 1997 with the purchase of E.L. Dalton & Co. and specializes in telecommunications, energy, paving, and utility infrastructure construction.

MasTec has performed various projects for the Town, all of which have been to our satisfaction.

RECOMMENDATION:

Staff recommends that the City Manager be authorized to sign the proposed Construction Agreement with MasTec North America, Inc., which will provide emergency and rapid response support to the Public Works Department.

MasTec

3. Contractor will remove at its expense any trash, debris and surplus materials left over or resulting from the performance of the Work. Contractor will restore the work site(s) to original or better condition upon completion of the Work.
4. Contractor and its employees and agents will observe all safety, nondiscrimination, equal employment, drug and alcohol, business ethics and other rules and policies of Customer and all applicable laws, rules and regulations of any governmental authority in performing the Work, including without limitation those relating to safety and health, the environment, and labor and employment.
5. Contractor is engaged as an independent contractor and is not an agent or employee of Customer. Contractor acknowledges that this Construction Agreement is not exclusive and that Customer may, in its sole discretion, engage persons or entities other than the Contractor to carry out all or a portion of the Work or other work related thereto. Contractor will supply all labor, tools, equipment, vehicles, fuel and other materials necessary to properly perform the Work, other than those supplied by Customer. Contractor has full control and supervision of the performance of the Work. Contractor is responsible for scheduling Contractor's personnel, subject to the Customer's schedule of completion and other requirements. Contractor is solely responsible for payment of all compensation and benefits to its employees and others engaged by it to perform the Work and for all workers' compensation, unemployment compensation, health, life and disability insurance, social security and income tax withholding, and all other federal, state and local withholding taxes or other taxes, withholdings and payments due on account of such compensation.
6. Customer will pay Contractor for the Work properly performed and accepted by Customer at the prices described on the Work Order(s). Payment will be made by Customer to Contractor within thirty (30) days of receipt by Customer of Contractor's invoice and any documentation or data in support of such invoice as Customer may require. Any payment will constitute full and complete payment for all work performed by Contractor and identified in Contractor's invoice, but will not constitute acceptance of any defective work or materials.
7. Contractor guarantees all Work performed against defects in workmanship or materials for a period of one (1) year after final acceptance of the Work by Customer. Contractor shall correct any such defects within thirty (30) days of receipt of written notice, at its expense. Unless otherwise specified or directed by Customer, all materials used by Contractor shall be new and both workmanship and materials shall be of first rate quality. Contractor shall, if required by Customer, furnish satisfactory evidence as to the kind and quality of materials. No failure or omission of Customer to discover, object to or condemn any defective work or material shall release Contractor from its obligation to fully and properly perform the Work or any portion thereof. If the Work or any portion thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by Customer as unsuitable or as not in conformity with the specification, Contractor shall, after receipt of written notice thereof from Customer, promptly remove such material and rebuild or otherwise remedy such Work or portion thereof so that such Work or portion thereof shall be properly performed.
8. Contractor shall not be responsible for the removal of any hazardous materials or substances discovered on the Work site that are not the direct result of work performed by the Contractor; provided, however, that in the event Contractor discovers any hazardous materials or substances

at any Work site, Contractor shall immediately notify (by both oral and written means) Customer of the same. 'Hazardous materials or substances' means any chemical, material, air pollutant, toxic pollutant, waste, or substance which is (i) regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any law or regulation, or (ii) which could pose a hazard to the health and safety of any person. Contractor shall not install, store, use, treat, transport, discharge or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by its officers, employees, agents, contractors, or any other person of) any hazardous material or substance in connection with the Work or any part thereof. Contractor is and shall be liable and responsible for the removal of any such hazardous material or substances in connection with its work.

9. Either party will have the right to terminate this Agreement at any time upon giving fourteen (14) days written notice to the other party. Upon termination of this Agreement for any reason, Contractor will immediately cease all work and vacate the job site, and will return all tools, equipment, vehicles and materials supplied by Customer. Contractor will be compensated for all work properly completed prior to termination and accepted by Customer.
10. Any notice required by this Agreement will be effective and deemed delivered (a) three (3) business days after posting with the United States Postal Service when mailed by certified mail, return receipt requested, properly addressed and with the correct postage, or (b) one (1) business day after pickup by the courier service when sent by overnight courier, properly addressed and prepaid. Notices must be sent to the addresses set forth on the first page of this Agreement, unless either party notifies the other in writing of an address change, which will take effect three (3) business days after receipt (as defined in the preceding sentence) of the change by the receiving party.
11. This Agreement: (a) inures to the benefit of and is binding upon the parties and their respective successors and permitted assigns; (b) contains the entire agreement of the parties and supersedes any earlier or contemporaneous understanding or agreement; (c) may not be amended except by a writing signed by each of the parties; (d) may not be modified or waived unless in writing, and signed by a duly authorized representative of each party; and (e) is governed by the laws of the state where the Work is/was performed.
12. Contractor will defend, save and hold harmless Customer, its officials, officers, employees, agents and attorneys (both in their official and private capacities) from and against any and all suits, actions, causes of action, claims, regulatory proceedings, judgments, awards, penalties, costs, expenses, and/or fees (including, without limitation, attorneys fees) (together "Liabilities") for or in connection with any injury (including death) to any person, or any damage to or destruction of any property, or any other harm for which recovery of damages is sought, suffered by any person or organization, that may arise out of or from any acts or omissions of Contractor or its officers, employees, agents, subcontractors or other representatives in connection with this Agreement. The obligations of Contractor to Customer with respect to Liabilities asserted by third parties ("Third Party Claim") will be subject to the following terms and conditions: Customer will give Contractor prompt notice of any Third Party Claim, and Contractor will assume the defense, compromise or settlement thereof promptly by representatives of its own choosing, at its own cost and expense. No settlement will be agreed to without Customer's prior written consent, which consent will not be withheld unreasonably. Customer will cooperate with Contractor in the defense of any Third Party Claim. If Contractor does not promptly assume the

defense, Customer will (upon notice to the Indemnitor) have the right (but not the obligation) to defend, compromise or settle the Third Party Claim on behalf of and for the account and risk of Contractor, but this shall not relieve Contractor of its own obligations. Contractor's indemnification hereunder shall apply without regard to whether acts, errors, omissions or neglect of Customer would otherwise have made them jointly negligent or liable for such damage or injury, excepting only that Contractor shall not be obligated to so protect, defend, indemnify and hold harmless Customer if such damage or injury is due to the sole negligence of Customer. The provisions of this Paragraph 12 shall survive the termination or expiration of this Agreement.

13. Contractor at its own expense shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

(a) Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, which shall include coverage's for bodily injury (including, without limitation, death) and property damage, and particularly for liability arising from premises, operations independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability (including, without limitation, the liability assumed under the indemnity provisions of this Agreement). If such CGL insurance contains a general aggregate limit, it shall apply separately to the Work under this Agreement. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

(b) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

(c) Workers Compensation insurance at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each-occurrence each-accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas, its officials, officers, agents, and employees as additional insureds; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison, its officials, officers, agents, and employees must be included in all such policies. Contractor shall maintain all liability policies required hereunder for at least 2 years following the termination or expiration of this Agreement.

All insurance policies shall be issued by an insurance company with an A.M. Best's rating of not less than A- and authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to Customer of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to Customer, evidencing all coverage above, shall be furnished to Customer prior to the Commencement Date, with complete copies of policies furnished to

Customer upon request. Customer reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

15. Contractor shall give adequate attention to the faithful prosecution and completion of this Agreement and shall keep at the site of any Work hereunder, during any portion of the Work, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall be solely responsible for the safety of its officers, employees, agents and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Contractor shall be fully and completely liable, at its own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of this Agreement, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by Contractor during construction.
16. Contractor shall at all times exercise reasonable and prudent precautions for the safety of its employees, agents, and others (including, without limitation, members of the public) in, on or near the Work or any portion thereof and shall comply with all applicable provisions of federal, state, and local safety laws, building and construction codes, traffic safety laws, and all other applicable laws or regulations. Contractor shall provide guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Contractor shall take proper means to protect property or properties adjacent or adjoining property the site of the Work or any portion thereof which might be damaged or injured or seriously affected by any process of construction or repair to be undertaken by Contractor under this Agreement, from any damage or injury by reason of said process of construction or repair; and Contractor shall be liable for any and all claims for such damage on account of Contractor's failure to fully protect all adjoining property.

17. (a) The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.
- (b) This Agreement shall be performable and all compensation payable in Dallas County, Texas. Venue under this Agreement lies in Dallas County, Texas. Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect this Agreement or the Work or any portion thereof.
- (c) Contractor shall not assign, convey, or otherwise transfer, nor has the authority or power to assign, convey, or otherwise transfer, any of its rights, duties or obligations under this Agreement.

(d) If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

(e) The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

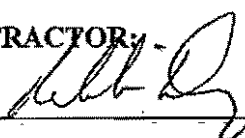
(f) Time is of this essence of this Agreement.

18. Contractor shall comply with the minimum wage scale (general prevailing wage rates) and equipment hourly rates as set forth in Exhibit A attached hereto and incorporated herein.

19. Customer shall have the right to require the Contractor to furnish, and Contractor shall promptly furnish, a surety bond or bonds as security for and covering (i) the faithful performance by Contractor of this Construction Agreement (including, without limitation, any Work Order) (such bond(s) being generally referred to as a "performance bond"), and (ii) the payment of obligations and all persons performing labor under this Construction Agreement (including, without limitation, any Work Order) (such bond(s) being generally referred to as a "payment bond"), and (iii) the maintenance of Contractor's Work or any portion thereof for a period of one (1) year(s) following the final completion and acceptance of any such Work (such bond(s) being generally referred to as a "maintenance bond"). Such bond or bonds shall be in form and content (including, without limitation, the amount of the bond(s)) acceptable to Customer and issued and executed by a surety company satisfactory to Customer.

Additional terms and conditions applicable to this Agreement, if any, are set forth on the Work Order(s).

CONTRACTOR:

By: 

Robbie Dupree
(Printed Name)

Title: Operations Manager

Date: 2/26/02

CUSTOMER:

By: _____

(Printed Name)

Title: _____

Date: _____



AGREEMENT NUMBER: C405-01-010

WORK ORDER NUMBER: 001

WORK ORDER

This WORK ORDER, executed this 26th day of February, 2001, by and between

Contractor

Customer

MasTec North America, Inc., a Florida Corporation.

Town of Addison

4747 Irving Blvd., Suite 221

16801 Westgrove Drive

Dallas, Texas 75247

Addison, Texas 75001-9010

Contractor acknowledges that it has visited the site(s), has visually inspected it and is familiar with the general and local conditions of the Scope of Work listed below.

SCOPE OF WORK

At the request of the Director of Public Works of the Town of Addison or the Director's designee, Customer shall provide manpower, equipment, and materials required for emergency restoration work (related to streets, public water lines, sanitary sewer lines, storm sewer lines, and street lights) for the Town of Addison.

PRICING

Compensation for the hourly work completed will be per the attached hourly pricing sheet located in Exhibit A.

CONTRACTOR:

CUSTOMER:

By: 

By: _____

Robbie Dupree
(Printed Name)

(Printed Name)

Title: Operations Manager

Title: _____

Date: 2/26/02

Date: _____



Construction C405-01-010**Exhibit A – Labor and Equipment Hourly Rates****LABOR RATES**

Superintendent	\$ 40.00 /hour
Working Foreman	\$ 35.00 /hour
Skilled Laborer	\$ 24.00 /hour
Truck Driver	\$ 26.00 /hour
Operator	\$ 29.00 /hour
Multiplier for Overtime	1.5 /hour

Note: Due to the nature of maintenance and emergency restoration work, MasTec proposes completing the work on a time and materials basis with a four (4) hour minimum and a \$250.00 trip charge per call out. Time and material charges would begin when the crews left the MasTec yard and end when the crews returned to the yard. Overtime rates would be utilized on any work outside of normal work hours which are Monday thru Friday between the hours of 7 AM and 5 PM. Any materials and or subcontractors utilized, if any, would be billed at cost plus 15%. Attached is an hourly rate sheet, any items not on this sheet can be negotiated as needed. Locates of existing utilities will have to be performed and the City of Addison will need to help expedite getting locates on an emergency basis. Labor rates are based on eight hours per day and forty hours per week. Any work performed in excess of these hours will be charges at the regular time unit rate times the multiplier for overtime shown above.

EQUIPMENT RATES

1/2 to 1 Ton Truck	\$ 15.00 /hour
Dump Truck (5 Cubic Yard)	\$ 25.00 /hour
Dump Truck (15 Cubic Yard)	\$ 45.00 /hour
300 amp Welder	\$ 12.00 /hour
Cutting Torch w/out Gas	\$ 5.00 /hour
175 cfm Air Compressor w/Tools	\$ 20.00 /hour
3" Water Pump	\$ 5.00 /hour
3000 Watt Generator	\$ 5.00 /hour
580 Case Backhoe	\$ 30.00 /hour
Trench Box	\$300.00 /day
Street Plates	\$ 30.00 /day
Tilt Trailer	\$ 15.00 /hour
Electric Grinder	\$ 5.00 /hour
Electric Drill	\$ 5.00 /hour
Ditch Witch	\$ 35.00 /hour
Hole Hog	\$ 28.00 /hour
Haul Truck & Lowboy	\$ 50.00 /hour
Rammex Trumper Compactor	\$ 16.00 /hour
Rubber Tire Loader	\$ 45.00 /hour
Track Backhoe (65,000 lbs.or smaller)	\$ 65.00 /hour
D-4 Dozer	\$ 50.00 /hour
Air Blower	\$ 5.00 /hour
Hydra Hammer	\$ 46.00 /hour
Chain Saw	\$ 5.00 /hour
Gas Quickie Saw	\$ 5.00 /hour
Compaction Wheel for Backhoe	\$ 10.00 /hour
Boom Truck	\$ 45.00 /hour
Large Track Backhoe (over 65,000 lbs)	\$ 95.00 /hour
Light Tower	\$ 15.00 /hour
Arrow Board	\$ 15.00 /hour
Directional Bore Rig	\$200.00 /hour
Vacuum Trailer	\$125.00 /hour

Bond Number: 016-026-711

KNOW ALL MEN BY THESE PRESENTS, that we **MasTec North America, Inc.**
4747 Irving Blvd., Suite 221, Dallas, Texas 75247
as Principal (the "Principal"), and Liberty Mutual Insurance Company, a mutual company duly organized under
the laws of the Commonwealth of Massachusetts, as Surety (the "Surety"), are held and firmly bound unto
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010
as Obligee (the "Obligee"), in the penal sum of One Hundred Thousand and 00/100-----

----- Dollars (\$ 100,000.00),
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated _____, entered into a
contract (the "Contract") with the Obligee for Emergency Restoration Work (related to streets, public water
lines, sanitary sewer lines, and street lights), various locations throughout the Town
of Addison.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and
faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee
having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:
 - 1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or
 - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent
contractors; or
 - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms
and conditions, and upon determination by the Surety of the lowest responsible bidder or if the Obligee
elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange
for a contract between such bidder and the Obligee, and make available as work progresses (even
though there should be a default or a succession of defaults under the contract or contracts of completion
arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the
contract price; but not exceeding, including other costs and damages for which the Surety may be liable
hereunder, the amount set forth in the first paragraph of this bond. The term "balance of the contract
price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal
under the Contract; and any amendments thereto, less the amount properly paid by the Obligee to the
Principal; or

1.4 Waive its right to perform or complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefor to the Obligee; or

b. Deny liability in whole or in part and notify the Obligee citing reasons therefor.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligee for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligee by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when a fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.

3. The Surety hereby waives notice of any alteration or extension of time made by the Obligee.

4. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the Principal ceased to work on the Contract (or such lesser or greater time period as otherwise permitted by relevant law). If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. Any claims must be presented in writing to Liberty Mutual Insurance Company, to the attention of Liberty Bond Services, Claim Department, 600 W. Garma Town Pike, Plymouth Meeting, PA 19462.

DATED as of this 25th day of February 2002.

WITNESS / ATTEST:

MasTec North America, Inc. (Seal)
Principal

By: Richard E. Jordan
Name: RICHARD E. JORDAN
Title: PRESIDENT - WESTERN REGION

LIBERTY MUTUAL INSURANCE COMPANY (Seal)
(Surety)

By: Eleana Perez
Attest-in-Fact
Eleana Perez

Countersigned
BY: John Drew
John Drew - Texas Resident Agent

Bobby Farrell
BOBBY FARRELL
ASSISTANT SECRETARY

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts mutual insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint, ILEANA PEREZ, JULIA A. RUSSELL, JANE C. WARREN, RONALD D. MORRISON, MICHAEL F. YADACH, MERCEDES M. PAMPARATTO, SOCORRO RIOS, MARIA C. RODRIGUEZ, BRIAN V. FITZSIMMONS, ALL OF THE CITY OF SUNRISE, STATE OF FLORIDA.....

each individually, and if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bonds and consents of surety for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority required by the Department of Transportation, State of Florida, LIMITED in the amount of SEVENTY MILLION AND 00/100..... DOLLARS (\$ 70,000,000.00.....) each, and the execution of the aforesaid bonds and consents of surety, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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

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

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XVI, Section 5 of the By-laws, Assistant Vice President Garnet W. Elliott is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization above set forth are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this instrument has been subscribed by its authorized officer and the corporate seal of the said Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 1st day of June, 2001.

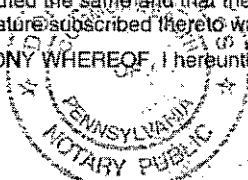
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Vice President

COMMONWEALTH OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 1st day of June, A.D. 2001, before me, a Notary Public, personally came the individual, known to me to be the therein described individual and officer of Liberty Mutual Insurance Company who executed the preceding instrument, and he acknowledged that he executed the same and that the seal affixed to the said preceding instrument is the corporate seal of said company; and that said corporate seal and his signature subscribed thereto was duly affixed and subscribed to the said instrument by authority and direction of the said company.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal at Plymouth Meeting, PA, the day and year first above written.



Donna E. Shields
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer who executed the said power of attorney was one of the officers specially authorized by the chairman or the president to appoint any attorney-in-fact as provided in Article XVI, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate may be signed by facsimile under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company wherever appearing upon a certified copy of any power of attorney issued by the company, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 25th day of February, 2002.



John J. [Signature]
Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 1, 2003.

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

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



PAYMENT BOND

Bond Number: 016-026-711

KNOW ALL MEN BY THESE PRESENTS, that we MasTec North America, Inc.

4747 Irving Blvd., Suite 221, Dallas, Texas 75247 , as principal (the "Principal"),
and Liberty Mutual Insurance Company, a Massachusetts mutual insurance company, as surety (the "Surety"),
are held and firmly bound unto Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010 , as obligee (the "Obligee"),
in the penal sum of One Hundred Thousand and 00/100-----

----- Dollars (\$ 100,000.00),
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the _____ day of _____,
entered into a contract (the "Contract") with the Obligee for Emergency Restoration Work (related to
streets, public water lines, sanitary sewer lines, and street lights), various
locations throughout the Town of Addison.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly
make payment to all Claimants, as hereinafter defined, for all labor and material used or reasonably required for
use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full
force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

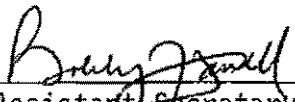
1. A "Claimant" is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Obligee that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
 - (a) Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal and the Surety within ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in separate envelopes addressed to the Principal and Surety. The Principal may be served at any place where an office is regularly maintained for the transaction of business, or in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. The Surety may be served to the attention of The Surety Law Department at the above-listed address.
 - (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

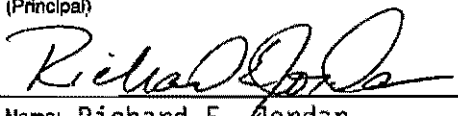
(c) After the expiration of one (1) year (or such lesser or greater time period as otherwise permitted by relevant law) following the date on which the Subcontractor provided the last labor and/or materials to the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.


4. Surety shall have no liability to any Claimant under this Bond for any amount unless it is due and owing to the Claimant by the Principal pursuant to the express terms of the contract between the Principal and Claimant or, if the Claimant does not have a direct Contract with Principal, pursuant to the terms and conditions of the Contract between the Claimant and the Subcontractor to the Principal. The Bond incorporates all of the Principal's contractual defenses, including but not limited to pay-if-paid provisions, whereby payment to the Claimant is subject to the condition precedent of the Obligee's payment to the Principal, and other limitations on amounts due under the Contract between Principal and Claimant.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by the Surety of mechanics' liens, which may be filed of record against such improvement, whether or not claim for the amount of such lien be presented under and against this bond.

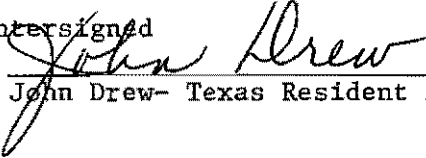
DATED as of this 25th day of February, 2002.

WITNESS/ATTEST:


Assistant Secretary
Bobby Farrell

MasTec North America, Inc.
(Principal)
By:  (Seal)
Name: Richard E. Jordan
Title: President - Western Region

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)
By:  (Seal)
Ileana Perez
Attorney-in-Fact

Countersigned
BY: 
John Drew - Texas Resident Agent

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts mutual insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint, ILEANA PEREZ, JULIA RUSSELL, JANE C. WARREN, RONALD D. MORRISON, MICHAEL F. YADACH, MERCEDES M. PAMPARATTO, SOCORRO RIOS, MARIA C. RODRIGUEZ, BRIAN V. FITZSIMMONS, ALL OF THE CITY OF SUNRISE, STATE OF FLORIDA.

each individually, and if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bonds and consents of surety for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority required by the Department of Transportation, State of Florida, LIMITED in the amount of SEVENTY MILLION AND 00/100***** DOLLARS (\$ 70,000,000.00*****) each, and the execution of the aforesaid bonds and consents of surety, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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

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

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XVI, Section 5 of the By-laws, Assistant Vice President Garnet W. Elliott is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization above set forth are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this instrument has been subscribed by its authorized officer and the corporate seal of the said Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 1st day of June, 2001.

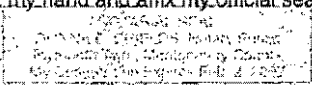
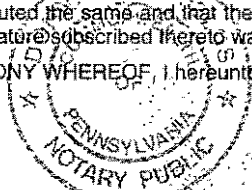
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Vice President

COMMONWEALTH OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 1st day of June, A.D. 2001, before me, a Notary Public, personally came the individual, known to me to be the therein described individual and officer of Liberty Mutual Insurance Company who executed the preceding instrument, and he acknowledged that he executed the same and that the seal affixed to the said preceding instrument is the corporate seal of said company; and that said corporate seal and his signature subscribed thereto was duly affixed and subscribed to the said instrument by authority and direction of the said company.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal at Plymouth Meeting, PA, the day and year first above written.



Donna E. Shields
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer who executed the said power of attorney was one of the officers specially authorized by the chairman or the president to appoint any attorney-in-fact as provided in Article XVI, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate may be signed by facsimile under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company wherever appearing upon a certified copy of any power of attorney issued by the company, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 25th day of February, 2002.



John J. [Signature]
Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 1, 2003.

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

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



Bond Number: 016-026-711

KNOW ALL MEN BY THESE PRESENTS, that we MasTec North America, Inc.
4747 Irving Blvd., Suite 221, Dallas, Texas 75247
as Principal, (the "Principal"), and Liberty Mutual Insurance Company, a mutual company duly organized under the laws of the
Commonwealth of Massachusetts, as Surety, (the "Surety"), are held and firmly bound unto Town of Addison
16801 Westgrove Drive, Addison, Texas 75001-9010

as Obligea (the "Obligea"), in the penal sum of One Hundred Thousand and 00/100-----
----- Dollars (\$ 100,000.00).

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, 19 _____, entered into a contract
(the "Contract") with the Obligea for Emergency Restoration Work (related to streets, public water
lines, sanitary sewer lines, and street lights), various locations throughout the
Town of Addison.

which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligea any
defect which may develop during a period of ____ year(s) from the date of completion and acceptance of the work performed
under the Contract provided such defects are caused by defective or inferior materials or workmanship, then this obligation
shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT, that any claims must be presented in writing to Liberty
Mutual Insurance Company to the attention of Liberty Bond Services, Claim Department, 500 W. Germantown Pike, Plymouth
Meeting, PA 19462.

DATED as of this 25th day of February ~~XX~~ 2002

MasTec North America, Inc. (Seal)
Principal

WITNESS/ATTEST:

Bobby Farrell
BOBBY FARRELL
ASSISTANT SECRETARY

By: Richard E. Jordan
Name: RICHARD E. JORDAN
Title: PRESIDENT - WESTERN REGION

LIBERTY MUTUAL INSURANCE COMPANY (Seal)
(Surety)

By: Ileana Perez
Attorney-in-Fact
Ileana Perez

Countersigned
BY: John Drew
John Drew- Texas Resident Agent

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LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS

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By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XVI, Section 5 of the By-laws, Assistant Vice President Garnet W. Elliott is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization above set forth are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this instrument has been subscribed by its authorized officer and the corporate seal of the said Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 1st day of June, 2001.

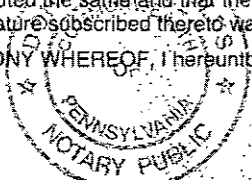
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Vice President

COMMONWEALTH OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 1st day of June, A.D. 2001, before me, a Notary Public, personally came the individual, known to me to be the therein described individual and officer of Liberty Mutual Insurance Company who executed the preceding instrument, and he acknowledged that he executed the same and that the seal affixed to the said preceding instrument is the corporate seal of said company; and that said corporate seal and his signature subscribed thereto was duly affixed and subscribed to the said instrument by authority and direction of the said company.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal at Plymouth Meeting, PA, the day and year first above written.



Notary Public signature and name.

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer who executed the said power of attorney was one of the officers specially authorized by the chairman or the president to appoint any attorney-in-fact as provided in Article XVI, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate may be signed by facsimile under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company wherever appearing upon a certified copy of any power of attorney issued by the company, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 25th day of February, 2002.



Assistant Secretary signature and name.

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 1, 2003.

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

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



AGREEMENT NUMBER: C405-01-010

WORK ORDER NUMBER: ~~001~~ 002

WORK ORDER

This WORK ORDER, executed this 26th 6th day of February 2004, by and between

Contractor

Customer

MasTec North America, Inc., a Florida Corporation.

Town of Addison

4747 Irving Blvd., Suite 221

16801 Westgrove Drive

Dallas, Texas 75247

Addison, Texas 75001-9010

Contractor acknowledges that it has visited the site(s), has visually inspected it and is familiar with the general and local conditions of the Scope of Work listed below.

SCOPE OF WORK

At the request of the Director of Public Works of the Town of Addison or the Director's designee, Customer shall provide manpower, equipment, and materials required for emergency restoration work (related to streets, public water lines, sanitary sewer lines, storm sewer lines, and street lights) for the Town of Addison.

Repair broken 8" pvc water main at north end of Addison Airport on the west side. Mastec to furnish all labor and equipment. Town of Addison will furnish all pipe, fittings, and backfill sand for repair. Mastec to backfill and compact PRICING native soil and grade off excavation.

Compensation for the hourly work completed will be per the attached hourly pricing sheet located in Exhibit A.

CONTRACTOR:

CUSTOMER:

By: *Robbie Dupree*

By: *Jim Pierce*

Robbie Dupree
(Printed Name)

Jim Pierce
(Printed Name)

Title: Operations Manager

Title: Asst. Public Works Director

Date: 2/26/02

Date: 2-6-04

pd



Construction C405-01-010

Exhibit A – Labor and Equipment Hourly Rates

LABOR RATES

Superintendent	\$ 40.00 /hour
Working Foreman	\$ 35.00 /hour
Skilled Laborer	\$ 24.00 /hour
Truck Driver	\$ 26.00 /hour
Operator	\$ 29.00 /hour
Multiplier for Overtime	1.5 /hour

Note: Due to the nature of maintenance and emergency restoration work, MasTec proposes completing the work on a time and materials basis with a four (4) hour minimum and a \$250.00 trip charge per call out. Time and material charges would begin when the crews left the MasTec yard and end when the crews returned to the yard. Overtime rates would be utilized on any work outside of normal work hours which are Monday thru Friday between the hours of 7 AM and 5 PM. Any materials and or subcontractors utilized, if any, would be billed at cost plus 15%. Attached is an hourly rate sheet, any items not on this sheet can be negotiated as needed. Locates of existing utilities will have to be performed and the City of Addison will need to help expedite getting locates on an emergency basis. Labor rates are based on eight hours per day and forty hours per week. Any work performed in excess of these hours will be charges at the regular time unit rate times the multiplier for overtime shown above.

EQUIPMENT RATES

1/2 to 1 Ton Truck	\$ 15.00 /hour
Dump Truck (5 Cubic Yard)	\$ 25.00 /hour
Dump Truck (15 Cubic Yard)	\$ 45.00 /hour
300 amp Welder	\$ 12.00 /hour
Cutting Torch w/out Gas	\$ 5.00 /hour
175 cfm Air Compressor w/Tools	\$ 20.00 /hour
3" Water Pump	\$ 5.00 /hour
3000 Watt Generator	\$ 5.00 /hour
580 Case Backhoe	\$ 30.00 /hour
Trench Box	\$300.00 /day
Street Plates	\$ 30.00 /day
Tilt Trailer	\$ 15.00 /hour
Electric Grinder	\$ 5.00 /hour
Electric Drill	\$ 5.00 /hour
Ditch Witch	\$ 35.00 /hour
Hole Hog	\$ 28.00 /hour
Haul Truck & Lowboy	\$ 50.00 /hour
Ramunex Trumper Compactor	\$ 16.00 /hour
Rubber Tire Loader	\$ 45.00 /hour
Track Backhoe (65,000 lbs.or smaller)	\$ 65.00 /hour
D-4 Dozer	\$ 50.00 /hour
Air Blower	\$ 5.00 /hour
Hydra Hammer	\$ 46.00 /hour
Chain Saw	\$ 5.00 /hour
Gas Quickie Saw	\$ 5.00 /hour
Compaction Wheel for Backhoe	\$ 10.00 /hour
Boom Truck	\$ 45.00 /hour
Large Track Backhoe (over 65,000 lbs)	\$ 95.00 /hour
Light Tower	\$ 15.00 /hour
Arrow Board	\$ 15.00 /hour
Directional Bore Rig	\$200.00 /hour
Vacuum Trailer	\$125.00 /hour

Jim Pierce

To: Josh Thomas (E-mail)
Subject: FW: MasTec Bond Language

Josh: Attached is a "bond paragraph" that can be added to the agreement that gives us some flexibility. Fill in one year for the maintenance period. I am also mailing you a markup that has some minor changes. This should do it! Jim Pierce.

-----Original Message-----

From: HILL, JOHN [mailto:jhill@cowlesthompson.com]
Sent: Thursday, January 31, 2002 12:32 PM
To: 'jpierce@ci.addison.tx.us'
Cc: DIPPEL, KEN
Subject: MasTec

Jim--below is proposed language regarding bonds as we discussed this morning:

Customer shall have the right to require the Contractor to furnish, and Contractor shall promptly furnish, a surety bond or bonds as security for and covering (i) the faithful performance by Contractor of this Construction Agreement (including, without limitation, any Work Order) (such bond(s) being generally referred to as a "performance bond"), and (ii) the payment of obligations and all persons performing labor under this Construction Agreement (including, without limitation, any Work Order) (such bond(s) being generally referred to as a "payment bond"), and (iii) the maintenance of Contractor's Work or any portion thereof for a period of _____ year(s) following the final completion and acceptance of any such Work (such bond(s) being generally referred to as a "maintenance bond"). Such bond or bonds shall be in form and content (including, without limitation, the amount of the bond(s)) acceptable to Customer and issued and executed by a surety company satisfactory to Customer.

The number of years on the maintenance bond will need to be filled in. Please call with any questions or comments.

John



LETTER OF TRANSMITTAL

Public Works / Engineering
16801 Westgrove • P.O. Box 9010
Addison, Texas 75001
Telephone: (972) 450-2871 • Fax: (972) 450-2837

DATE	1-31-02	JOB NO.
ATTENTION		
RE:	Construction Agreement	

TO Josh Thomas
Master

- GENTLEMAN:**
WE ARE SENDING YOU
- Attached
 - Under separate cover via _____ the following items:
 - Shop Drawings
 - Prints
 - Plans
 - Samples
 - Specifications
 - Copy of letter
 - Change order
 - _____

COPIES	DATE	NO.	DESCRIPTION
1			Construction Agreement

- THESE ARE TRANSMITTED as checked below:**
- For approval
 - For your use
 - As requested
 - For review and comment
 - FOR BIDS DUE _____ 19____
 - Approved as submitted
 - Approved as noted
 - Returned for corrections
 - _____
 - Resubmit _____ copies for approval
 - Submit _____ copies for distribution
 - Return _____ corrected prints
 - PRINTS RETURNED AFTER LOAN TO US

REMARKS Minor edits attached. Please add
the ~~new~~ "bend paragraph" and return
2 Originals signed.
Thanks,

COPY TO _____

SIGNED: Jan Pecci

If enclosures are not as noted, please notify us at once.

AGREEMENT NUMBER: C 405-01-010

Federal Tax I.D. Number: 65-0829357

CONSTRUCTION AGREEMENT

This CONSTRUCTION AGREEMENT (hereinafter, "AGREEMENT"), executed this
29th day of November, 2001,

by and between

MasTec North America, Inc., a Florida Corporation

4747 Irving Blvd., Suite 221

Dallas, Texas 75347

Telephone: (214) 571-2500

Fax: (214) 571-2555

(hereinafter, "Contractor")
and

Town of Addison

16801 Westgrove Drive

Addison, Texas 75001-9010

Telephone: (972) 450-2879

Fax: (972) 450-2837

(hereinafter, "Customer")

In consideration of the mutual covenants and promises contained in this Agreement, Contractor and Customer agree as follows:

1. Contractor will perform the scope of Work as Customer's contractor as described on the attached Work Order(s) ("Work"). Contractor will perform the Work in accordance with the terms of this Agreement.
2. Customer may direct Contractor, in writing, to make changes to the Work. Adjustments, if any, in the contract price or the schedule of Work resulting from these changes will be set forth in a Change Order to the associated Work Order. The Change Order shall be fully executed prior to commencement of the changed or additional work.

*MasTec

3. Contractor will remove at its expense any trash, debris and surplus materials left over or resulting from the performance of the Work. Contractor will restore the work site(s) to original or better condition upon completion of the Work.
4. Contractor and its employees and agents will observe all safety, nondiscrimination, equal employment, drug and alcohol, business ethics and other rules and policies of Customer and all applicable laws, rules and regulations of any governmental authority in performing the Work, including without limitation those relating to safety and health, the environment, and labor and employment.
5. Contractor is engaged as an independent contractor and is not an agent or employee of Customer. Contractor acknowledges that this Construction Agreement is not exclusive and that Customer may, in its sole discretion, engage persons or entities other than the Contractor to carry out all or a portion of the Work or other work related thereto. Contractor will supply all labor, tools, equipment, vehicles, fuel and other materials necessary to properly perform the Work, other than those supplied by Customer. Contractor has full control and supervision of the performance of the Work. Contractor is responsible for scheduling Contractor's personnel, subject to the Customer's schedule of completion and other requirements. Contractor is solely responsible for payment of all compensation and benefits to its employees and others engaged by it to perform the Work and for all workers' compensation, unemployment compensation, health, life and disability insurance, social security and income tax withholding, and all other federal, state and local withholding taxes or other taxes, withholdings and payments due on account of such compensation.
6. Customer will pay Contractor for the Work properly performed and accepted by Customer at the prices described on the Work Order(s). Payment will be made by Customer to Contractor within thirty (30) days of receipt by Customer of Contractor's invoice and any documentation or data in support of such invoice as Customer may require. Any payment will constitute full and complete payment for all work performed by Contractor and identified in Contractor's invoice, but will not constitute acceptance of any defective work or materials.
7. Contractor guarantees all Work performed against defects in workmanship or materials for a period of one (1) year after final acceptance of the Work by Customer. Contractor shall correct any such defects within thirty (30) days of receipt of written notice, at its expense. Unless otherwise specified or directed by Customer, all materials used by Contractor shall be new and both workmanship and materials shall be of first rate quality. Contractor shall, if required by Customer, furnish satisfactory evidence as to the kind and quality of materials. No failure or omission of Customer to discover, object to or condemn any defective work or material shall release Contractor from its obligation to fully and properly perform the Work or any portion thereof. If the Work or any portion thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by Customer as unsuitable or as not in conformity with the specification, Contractor shall, after receipt of written notice thereof from Customer, promptly remove such material and rebuild or otherwise remedy such Work or portion thereof so that such Work or portion thereof shall be properly performed.
8. Contractor shall not be responsible for the removal of any hazardous materials or substances discovered on the Work site that are not the direct result of work performed by the Contractor; provided, however, that in the event Contractor discovers any hazardous materials or substances

at any Work site, Contractor shall immediately notify (by both oral and written means) Customer of the same. 'Hazardous materials or substances' means any chemical, material, air pollutant, toxic pollutant, waste, or substance which is (i) regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any law or regulation, or (ii) which could pose a hazard to the health and safety of any person. Contractor shall not install, store, use, treat, transport, discharge or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by its officers, employees, agents, contractors, or any other person of) any hazardous material or substance in connection with the Work or any part thereof. Contractor is and shall be liable and responsible for the removal of any such hazardous material or substances in connection with its work.

9. Either party will have the right to terminate this Agreement at any time upon giving fourteen (14) days written notice to the other party. Upon termination of this Agreement for any reason, Contractor will immediately cease all work and vacate the job site, and will return all tools, equipment, vehicles and materials supplied by Customer. Contractor will be compensated for all work properly completed prior to termination and accepted by Customer.
10. Any notice required by this Agreement will be effective and deemed delivered (a) three (3) business days after posting with the United States Postal Service when mailed by certified mail, return receipt requested, properly addressed and with the correct postage, or (b) one (1) business day after pickup by the courier service when sent by overnight courier, properly addressed and prepaid. Notices must be sent to the addresses set forth on the first page of this Agreement, unless either party notifies the other in writing of an address change, which will take effect three (3) business days after receipt (as defined in the preceding sentence) of the change by the receiving party.
11. This Agreement: (a) inures to the benefit of and is binding upon the parties and their respective successors and permitted assigns; (b) contains the entire agreement of the parties and supersedes any earlier or contemporaneous understanding or agreement; (c) may not be amended except by a writing signed by each of the parties; (d) may not be modified or waived unless in writing, and signed by a duly authorized representative of each party; and (e) is governed by the laws of the state where the Work is/was performed.
12. Contractor will defend, save and hold harmless Customer, its officials, officers, employees, agents and attorneys (both in their official and private capacities) from and against any and all suits, actions, causes of action, claims, regulatory proceedings, judgments, awards, penalties, costs, expenses, and/or fees (including, without limitation, attorneys fees) (together "Liabilities") for or in connection with any injury (including death) to any person, or any damage to or destruction of any property, or any other harm for which recovery of damages is sought, suffered by any person or organization, that may arise out of or from any acts or omissions of Contractor or its officers, employees, agents, subcontractors or other representatives in connection with this Agreement. The obligations of Contractor to Customer with respect to Liabilities asserted by third parties ("Third Party Claim") will be subject to the following terms and conditions: Customer will give Contractor prompt notice of any Third Party Claim, and Contractor will assume the defense, compromise or settlement thereof promptly by representatives of its own choosing, at its own cost and expense. No settlement will be agreed to without Customer's prior written consent, which consent will not be withheld unreasonably. Customer will cooperate with Contractor in the defense of any Third Party Claim. If Contractor does not promptly assume the

defense, Customer will (upon notice to the Indemnitor) have the right (but not the obligation) to defend, compromise or settle the Third Party Claim on behalf of and for the account and risk of Contractor, but this shall not relieve Contractor of its own obligations. Contractor's indemnification hereunder shall apply without regard to whether acts, errors, omissions or neglect of Customer would otherwise have made them jointly negligent or liable for such damage or injury, excepting only that Contractor shall not be obligated to so protect, defend, indemnify and hold harmless Customer if such damage or injury is due to the sole negligence of Customer. The provisions of this Paragraph ^{LI2} shall survive the termination or expiration of this Agreement.

13. Contractor at its own expense shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

(a) Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, which shall include coverage's for bodily injury (including, without limitation, death) and property damage, and particularly for liability arising from premises, operations independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability (including, without limitation, the liability assumed under the indemnity provisions of this Agreement). If such CGL insurance contains a general aggregate limit, it shall apply separately to the Work under this Agreement. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

(b) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

(c) Workers Compensation insurance at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each-occurrence each-accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas, its officials, officers, agents, and employees as additional insureds; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison, its officials, officers, agents, and employees must be included in all such policies. Contractor shall maintain all liability policies required hereunder for at least 2 years following the termination or expiration of this Agreement.

All insurance policies shall be issued by an insurance company with an A.M. Best's rating of not less than A- and authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to Landford of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to Customer, evidencing all coverage above, shall be furnished to Customer prior to the Commencement Date, with complete copies of policies furnished to

Customer upon request. Customer reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

15. Contractor shall give adequate attention to the faithful prosecution and completion of this Agreement and shall keep at the site of any Work hereunder, during any portion of the Work, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall be solely responsible for the safety of its officers, employees, agents and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Contractor shall be fully and completely liable, at its own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of this Agreement, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by Contractor during construction.

16. Contractor shall at all times exercise reasonable and prudent precautions for the safety of its employees, agents, and others (including, without limitation, members of the public) in, on or near the Work or any portion thereof and shall comply with all applicable provisions of federal, state, and local safety laws, building and construction codes, traffic safety laws, and all other applicable laws or regulations. Contractor shall provide guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Contractor shall take proper means to protect property or properties adjacent or adjoining property the site of the Work or any portion thereof which might be damaged or injured or seriously affected by any process of construction or repair to be undertaken by Contractor under this Agreement, from any damage or injury by reason of said process of construction or repair; and Contractor shall be liable for any and all claims for such damage on account of Contractor's failure to fully protect all adjoining property.

17. (a) The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(b) This Agreement shall be performable and all compensation payable in Dallas County, Texas. Venue under this Agreement lies in Dallas County, Texas. Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect this Agreement or the Work or any portion thereof.

(c) Contractor shall not assign, convey, or otherwise transfer, nor has the authority or power to assign, convey, or otherwise transfer, any of its rights, duties or obligations under this Agreement.

(d) If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

(e) The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

(f) Time is of this essence of this Agreement.

18. Contractor shall comply with the minimum wage scale (general prevailing wage rates) set forth in Exhibit A attached hereto and incorporated herein.

and equipment hourly rates as

Additional terms and conditions applicable to this Agreement, if any, are set forth on the Work Order(s).

CONTRACTOR:

CUSTOMER:

By: _____

By: _____

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____



AGREEMENT NUMBER: C405-01-010

WORK ORDER NUMBER: _____

WORK ORDER

This WORK ORDER, executed this 29th day of November, 2001, by and between

Contractor

Customer

MasTec North America, Inc.

Contractor acknowledges that it has visited the site(s), has visually inspected ^{it} and is familiar with the general and local conditions of the Scope of Work listed below. _^

SCOPE OF WORK

At the request of the Director of Public Works of the Town of Addison or the Director's designee, Customer shall provide manpower, equipment, and materials required for emergency restoration work (related to public water lines, sanitary sewer lines, storm sewer lines, and street lights) for the Town of Addison.

Streets,

PRICING

Compensation for the hourly work completed will be per the attached hourly pricing sheet located in Exhibit A.

CONTRACTOR:

CUSTOMER:

By: _____

By: _____

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____



Construction C405-01-010

Exhibit A – Labor and Equipment Hourly Rates

LABOR RATES

Superintendent	\$ 40.00 /hour
Working Foreman	\$ 35.00 /hour
Skilled Laborer	\$ 24.00 /hour
Truck Driver	\$ 26.00 /hour
Operator	\$ 29.00 /hour
Multiplier for Overtime	1.5 /hour

Note: Due to the nature of maintenance and emergency restoration work, MasTec proposes completing the work on a time and materials basis with a four (4) hour minimum and a \$250.00 trip charge per call out. Time and material charges would begin when the crews left the MasTec yard and end when the crews returned to the yard. Overtime rates would be utilized on any work outside of normal work hours which are Monday thru Friday between the hours of 7 AM and 5 PM. Any materials and or subcontractors utilized, if any, would be billed at cost plus 15%. Attached is an hourly rate sheet, any items not on this sheet can be negotiated as needed. Locates of existing utilities will have to be performed and the City of Addison will need to help expedite getting locates on an emergency basis. Labor rates are based on eight hours per day and forty hours per week. Any work performed in excess of these hours will be charges at the regular time unit rate times the multiplier for overtime shown above.

EQUIPMENT RATES

1/2 to 1 Ton Truck	\$ 15.00 /hour
Dump Truck (5 Cubic Yard)	\$ 25.00 /hour
Dump Truck (15 Cubic Yard)	\$ 45.00 /hour
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175 cfm Air Compressor w/Tools	\$ 20.00 /hour
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3000 Watt Generator	\$ 5.00 /hour
580 Case Backhoe	\$ 30.00 /hour
Trench Box	\$300.00 /day
Street Plates	\$ 30.00 /day
Tilt Trailer	\$ 15.00 /hour
Electric Grinder	\$ 5.00 /hour
Electric Drill	\$ 5.00 /hour
Ditch Witch	\$ 35.00 /hour
Hole Hog	\$ 28.00 /hour
Haul Truck & Lowboy	\$ 50.00 /hour
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Rubber Tire Loader	\$ 45.00 /hour
Track Backhoe (65,000 lbs.or smaller)	\$ 65.00 /hour
D-4 Dozer	\$ 50.00 /hour
Air Blower	\$ 5.00 /hour
Hydra Hammer	\$ 46.00 /hour
Chain Saw	\$ 5.00 /hour
Gas Quickie Saw	\$ 5.00 /hour
Compaction Wheel for Backhoe	\$ 10.00 /hour
Boom Truck	\$ 45.00 /hour
Large Track Backhoe (over 65,000 lbs)	\$ 95.00 /hour
Light Tower	\$ 15.00 /hour
Arrow Board	\$ 15.00 /hour
Directional Bore Rig	\$200.00 /hour
Vacuum Trailer	\$125.00 /hour

Jim Pierce

josh

2507

From: HILL, JOHN [jhill@cowlesthompson.com]
Sent: Wednesday, January 30, 2002 5:08 PM
To: 'jpierce@ci.addison.tx.us'
Cc: DIPPEL, KEN
Subject: MasTec

Jim--Comments regarding MasTec:

1. Section 6 ("Contractor acknowledges that it has visited the site(s) where the Work is to be performed and visually inspected and is familiar with the general and local conditions which could affect the Work") has been deleted; it could be because it is essentially restated in the Work Order just above "Scope of Work", and if that is the case, add the word "it" after "inspected" in the Work Order paragraph. ✓

2. Delete "or" at the end of the first sentence in paragraph 10 ✓

3. The reference to "paragraph 13" in the last sentence of paragraph 12 should be changed to "paragraph 12".

4. There is nothing in the contract regarding performance, payment, or maintenance bonds. Will a payment and/or a performance bond be required? As you know, on a "public work contract" (defined as a "contract for constructing, altering, or repairing a public building or carrying out or completing any public work", Section 253.001(4), Tex. Gov. Code), the contractor is required to provide a performance bond (if the contract is in excess of \$100,000) and a payment bond (if the contract is in excess of \$25,000).

Please let me know if you have any questions or comments.

John



LETTER OF TRANSMITTAL

Public Works / Engineering
16801 Westgrove • P.O. Box 9010
Addison, Texas 75001
Telephone: (972) 450-2871 • Fax: (972) 450-2837

DATE	12-12-01	JOB NO.	
ATTENTION			
RE:	Master Emergency		
	Call Out Agreement		

TO John Hill
Howles & Thompson

GENTLEMAN:

- WE ARE SENDING YOU**
- Attached
 - Under separate cover via _____ the following items:
 - Shop Drawings
 - Prints
 - Plans
 - Samples
 - Specifications
 - Copy of letter
 - Change order
 - _____

COPIES	DATE	NO.	DESCRIPTION
1			Construction Agreement

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS John - looks good to me as noted. Items you requested should be included, please let me have your comments for finalization

COPY TO _____

SIGNED: Jim

If enclosures are not as noted, please notify us at once.



December 4, 2001

Mr. Jim Pierce
City of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010

Re: Emergency Call Out Agreement

Dear Mr. Pierce,

Enclosed you will find the Construction Agreement for the emergency call out to repair City of Addison utilities. If it is acceptable please let me know and I will get it executed by us. Sorry for the delays. I hope this meets with your approval.

If you have any questions please contact me at my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger L. Cole", written over the word "Sincerely,".

Roger L. Cole
Chief Estimator

HP LaserJet 3200se



TOALASERJET 3200
9724502837
OCT-2-2001 14:04

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
229	10/ 2/2001	14:02:48	Send	92145712555	1:59	5	OK

To: Roger Cole

TOWN OF
ADDISON

PUBLIC WORKS

To: Steve Clausen

From: Jim Pierce, P.E.
Asst. Public Wks. Dir.
Phone: 972/450-2879
FAX: 972/450-2837
jpierce@ci.addison.tx.us

Company: MesTec

FAX #: 214-571-2555

Date: 10-3-01

16801 Westgrove
P.O. Box 9010
Addison, TX 75001-9010

of pages (including cover): 5

Re: Wage Rates / Construction Agreement

Original in mail Per your request FYI Call me

Comments: Info on Wage rates attached

11/30/01

PREVAILING WAGE RATES

GENERAL DECISION TX010045 03/02/2001 TX45

Date: March 2, 2001

General Decision Number TX010045

Superseded General Decision No. TX000045

State: TEXAS

Construction Type:

HEAVY

HIGHWAY

County(ies):

COLLIN	GRAYSON	ROCKWALL
DALLAS	JOHNSON	TARRANT
DENTON	KAUFMAN	WICHITA
ELLIS	PARKER	

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS IN WICHITA COUNTY ONLY.

HIGHWAY CONSTRUCTION PROJECTS ONLY FOR REMAINING COUNTIES

Modification Number

0

Publication Date

03/02/2001

COUNTY(ies):

COLLIN	GRAYSON	ROCKWALL
DALLAS	JOHNSON	TARRANT
DENTON	KAUFMAN	WICHITA
ELLIS	PARKER	

SUTX2043A 03/26/1998

<u>Rates</u>	<u>Fringes</u>
AIR TOOL OPERATOR	\$ 9.00
ASPHALT RAKER	9.55
ASPHALT SHOVELER	8.80
BATCHING PLANT WEIGHER	11.51
CARPENTER	10.30

CONCRETE FINISHER-PAVING	10.50
CONCRETE FINISHER-STRUCTURES	9.83
CONCRETE RUBBER	8.84
ELECTRICIAN	15.37
FLAGGER	7.55
FORM BUILDER-STRUCTURES	9.82
FORM LINER-PAVING & CURB	9.00
FORM SETTER-PAVING & CURB	9.24
FORM SETTER-STRUCTURES	9.09
LABORER-COMMON	7.32
LABORER-UTILITY	8.94
MECHANIC	12.68
OILER	10.17
SERVICER	9.41
PAINTER-STRUCTURES	11.00
PIPE LAYER	8.98
BLASTER	11.50
ASPHALT DISTRIBUTOR OPERATOR	10.29
ASPHALT PAVING MACHINE	10.30
BROOM OR SWEEPER OPERATOR	8.72
BULLDOZER	10.74
CONCRETE CURING MACHINE	9.25
CONCRETE FINISHING MACHINE	11.13
CONCRETE PAVING JOINT MACHINE	10.42
CONCRETE PAVING JOINT SEALER	9.00
CONCRETE PAVING SAW	10.39
CONCRETE PAVING SPREADER	10.50
SLIPFORM MACHINE OPERATOR	9.92
CRANE, CLAMSHELL, BACKHOE, DERRICK, DRAGLINE, SHOVEL	11.04
FOUNDATION DRILL OPERATOR CRAWLER MOUNTED	10.00
FOUNDATION DRILL OPERATOR TRUCK MOUNTED	11.83
FRONT END LOADER	9.96
MILLING MACHINE OPERATOR	8.62
MIXER	10.30
MOTOR GRADER OPERATOR FINE GRADE	11.97
MOTOR GRADE OPERATOR	10.96
PAVEMENT MARKING MACHINE	7.32
ROLLER, STEEL WHEEL PLANT-MIX PAVEMENTS	9.06
ROLLER, STEEL WHEEL OTHER FLATWHEEL OR TAMPING	8.59

ROLLER, PNEUMATIC, SELF-PROPELLED	8.48
SCRAPER	9.63
TRACTOR-CRAWLER TYPE	10.58
TRACTOR-PNEUMATIC	9.15
TRAVELING MIXER	8.83
WAGON-DRILL, BORING MACHINE	12.00
REINFORCING STEEL SETTER PAVING	13.21
REINFORCING STEEL SETTER STRUCTURES	13.31
STEEL WORKER-STRUCTURAL	14.80
SPREADER BOX OPERATOR	10.00
WORK ZONE BARRICADE	7.32
TRUCK DRIVER-SINGLE AXLE LIGHT	8.965
TRUCK DRIVER-SINGLE AXLE HEAVY	9.02
TRUCK DRIVER-TANDEM AXLE SEMI TRAILER	8.77
TRUCK DRIVER-LOWBOY/FLOAT	10.44
TRUCK DRIVER-TRANSIT MIX	9.47
TRUCK DRIVER-WINCH	9.00
VIBRATOR OPERATOR-HAND TYPE	7.32
WELDER	11.57

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

 In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate)

ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Jim Pierce

To: Mike Lewis (E-mail)
Cc: Robin Jones; Michael Murphy
Subject: FW: Construction Agreement

Mike: Please add "street repairs" to the last paragraph as suggested by Robin Jones. Thanks, Jim.

-----Original Message-----

From: Robin Jones
Sent: Tuesday, July 10, 2001 4:09 PM
To: Jim Pierce
Subject: RE: Construction Agreement

Jim:
Shouldn't we add "street repairs" to the last paragraph as we're currently using them and will again in the future.
Robin

-----Original Message-----

From: Jim Pierce
Sent: Tuesday, July 10, 2001 3:33 PM
To: Mike Lewis (E-mail)
Cc: Michael Murphy; Keith Thompson; Robin Jones
Subject: Construction Agreement

Mike: We have reviewed the proposed Construction Agreement and made some changes we deemed appropriate. Please see the attached and let me know if you have any comments. We would like to proceed with this. Thanks,

<< File: Draft MasTec Agreement 7_8_01.DOC >>

Jim Pierce, P.E.
Assistant Public Works Director
PO Box 9010
Addison, TX 75001-9010
972-450-2879

MEMORANDUM

TO: Jim Pierce
FROM: John Hill
RE: Construction Agreement - MasTec North America, Inc.
DATE: July 8, 2001

I have reviewed the proposed Construction Agreement between the Town of Addison and MasTec North America, Inc. and have the following comments:

1. Opening Paragraph:

(a) In the part referring to MasTec include a reference to the state in which MasTec is incorporated. For example:

“MasTec North, America, Inc. (a Texas corporation)”

(b) The reference to the “City of Addison” should be changed to “Town of Addison”.

2. Paragraph 1: At the end of the first sentence, add “(‘Work’)”.

3. Paragraph 5: Amend the second sentence as follows:

“Contractor acknowledges that this Construction Agreement is not exclusive and that Customer may, in its sole discretion, engage persons or entities other than the Contractor subcontractors or agents to carry out all or a portion of the Work or other work related thereto.”

4. Paragraph 7: Amend as follows:

“Customer will pay Contractor for the Work properly performed and accepted by Customer at the prices described in the Work Order(s). Payment will be made by Customer to Contractor within thirty (30) days of receipt by Customer of Contractor’s invoice and any documentation or data in support of such invoice as Customer may require. Any payment will constitute full and complete payment for all work performed by Contractor and identified in Contractor’s invoice, but will not constitute acceptance of any defective work or materials.”

5. Paragraph 8: Amend the first and second sentences as follows:

“Contractor guarantees all Workwork performed against defects in workmanship or materials for a period of one (1) year after final acceptancecompletion of the Workwork by CustomerContractor. Contractor shall correct any such defects within thirty (30) days of receipt of written notice, at its expense. Unless otherwise specified or directed by Customer, all materials used by Contractor shall be new and both workmanship and materials shall be of first rate quality. Contractor shall, if required by Customer, furnish satisfactory evidence as to the kind and quality of materials. No failure or omission of Customer to discover, object to or condemn any defective work or material shall release Contractor from its obligation to fully and properly perform the Work or any portion thereof. If the Work or any portion thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by Customer as unsuitable or as not in conformity with the specification, Contractor shall, after receipt of written notice thereof from Customer, promptly remove such material and rebuild or otherwise remedy such Work or portion thereof so that such Work or portion thereof shall be properly performed.”

6. Paragraph 9: Amend as follows:

“Contractor shall not be responsible for the removal of any hazardous materials or substances discovered on the Workwork site that are not the direct result of work performed by the Contractor; provided, however, that in the event Contractor discovers any hazardous materials or substances at any Work site, Contractor shall immediately notify (by both oral and written means) Customer of the same. ‘Hazardous materials or substances’ means any chemical, material, air pollutant, toxic pollutant, waste, or substance which is (i) regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any law or regulation, or (ii) which could pose a hazard to the health and safety of any person. Contractor shall not install, store, use, treat, transport, discharge or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by its officers, employees, agents, contractors, or any other person of) any hazardous material or substance in connection with the Work or any part thereof. Contractor is and shall will only be liable and responsible for the removal of any such hazardous material or substances in connection withthat are a result of its work.”

7. Paragraph 10: Amend as follows:

"Either party will have the right to terminate this Agreement at any time upon giving fourteen (14) days written notice to the other party. Upon termination of this Agreement for any reason, Contractor will immediately cease all work and vacate the job site, and will return all tools, equipment, vehicles and materials supplied by Customer ~~or other subcontractors~~. Contractor will be compensated for all work properly completed prior to termination and accepted by Customer ~~and demobilization associated with said termination.~~"

8. Paragraph 11: Amend as follows:

"Any notice required by this Agreement will be effective and deemed delivered (a) three (3) business days after posting with the United States Postal Service when mailed by certified mail, return receipt requested, properly addressed and with the correct postage, or (b) one (1) business day after pickup by the courier service when sent by overnight courier, properly addressed and prepaid; ~~(c) one (1) business day after the date of the sender's electronic confirmation of receipt when sent by facsimile transmission.~~ Notices must be sent to the addresses ~~or facsimile numbers~~ set forth on the first page of this Agreement, unless either party notifies the other in writing of an address ~~or facsimile number~~ change, which will take effect three (3) business days after receipt (as defined in the preceding sentence) of the change by the receiving party."

9. Paragraph 13: Amend as follows:

"Contractor will defend, save and hold harmless Customer, its officials, subsidiaries, officers, directors, employees, agents and attorneys (both in their official and private capacities) from and against any and all suits, actions, causes of action, claims, regulatory proceedings, judgments, and awards, penalties, costs, expenses, and/or fees (including, without limitation, attorneys fees) (together, "Liabilities") for or in connection with ~~based on~~ any injury (including death) to any person, or any damage to or destruction of any property, or any other harm for which recovery of damages is sought, suffered by any person or organization, that may arise out of or resulting from ~~any~~ the acts or omissions of Contractor or its officers, employees, agents, subcontractors or other representatives in connection with this Agreement. ~~Customer will save and hold harmless Contractor, its subsidiaries, officers, directors, employees, agents and attorneys from all suits,~~

~~claims, judgments and awards ("Liabilities") based on any injury (including death) to any person or property resulting from the acts or omissions of Customer or its employees, agents, subcontractors or other representatives. The obligations of Contractor the indemnifying party (the 'Indemnitor') to Customer the other party (the 'Indemnitee') with respect to Liabilities asserted by third parties ('Third Party Claim') will be subject to the following terms and conditions: Customer The Indemnitee will give Contractor the Indemnitor prompt notice of any Third Party Claim, and Contractor the Indemnitor will assume the defense, compromise or settlement thereof promptly by representatives of its own choosing, at its own cost and expense. No settlement will be agreed to without Customer's the Indemnitee's prior written consent, which consent will not be withheld unreasonably. Customer The Indemnitee will cooperate with Contractor the Indemnitor in the defense of any Third Party Claim. If Contractor the Indemnitor does not promptly assume the defense, Customer the Indemnitee will (upon notice to the Indemnitor) have the right (but not the obligation) to defend, compromise or settle the Third Party Claim on behalf of and for the account and risk of Contractor the Indemnitor, but this shall not relieve Contractor Indemnitor of its own obligations. Contractor's indemnification hereunder shall apply without regard to whether acts, errors, omissions or neglect of Customer would otherwise have made them jointly negligent or liable for such damage or injury, excepting only that Contractor shall not be obligated to so protect, defend, indemnify and hold harmless Customer if such damage or injury is due to the sole negligence of Customer. The provisions of this Paragraph 13 shall survive the termination or expiration of this Agreement."~~

10. Add the following provisions:

"14. Contractor at its own expense shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

(a) Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, which shall include coverages for bodily injury (including, without limitation, death) and property damage, and particularly for liability arising from premises, operations independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability (including, without limitation, the liability assumed under the indemnity provisions of this Agreement). If such CGL

insurance contains a general aggregate limit, it shall apply separately to the Work under this Agreement. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

(b) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

(c) Workers Compensation insurance at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each-occurrence each-accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas, its officials, officers, agents, and employees as additional insureds; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison, its officials, officers, agents, and employees must be included in all such policies. Contractor shall maintain all liability policies required hereunder for at least 2 years following the termination or expiration of this Agreement.

All insurance policies shall be issued by an insurance company with an A.M. Best's rating of not less than A- and authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to Landlord of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to Customer, evidencing all coverage above, shall be furnished to Customer prior to the Commencement Date, with complete copies of policies furnished to Customer upon request. Customer reserves the right to review and revise from time to time the types of insurance and limits of liability required herein."

"15. Contractor shall give adequate attention to the faithful prosecution and completion of this Agreement and shall keep at the site of any Work hereunder, during any portion of the Work, a

competent superintendent and any necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall be solely responsible for the safety of its officers, employees, agents and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Contractor shall be fully and completely liable, at its own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of this Agreement, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by Contractor during construction.”

“16. Contractor shall at all times exercise reasonable and prudent precautions for the safety of its employees, agents, and others (including, without limitation, members of the public) in, on or near the Work or any portion thereof and shall comply with all applicable provisions of federal, state, and local safety laws, building and construction codes, traffic safety laws, and all other applicable laws or regulations. Contractor shall provide guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Contractor shall take proper means to protect property or properties adjacent or adjoining property the site of the Work or any portion thereof which might be damaged or injured or seriously affected by any process of construction or repair to be undertaken by Contractor under this Agreement, from any damage or injury by reason of said process of construction or repair; and Contractor shall be liable for any and all claims for such damage on account of Contractor’s failure to fully protect all adjoining property.”

“17. (a) The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(b) This Agreement shall be performable and all compensation payable in Dallas County, Texas. Venue under this Agreement lies in Dallas County, Texas. Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect this Agreement or the Work or any portion thereof.

(c) Contractor shall not assign, convey, or otherwise transfer, nor has the authority or power to assign, convey, or otherwise transfer, any of its rights, duties or obligations under this Agreement.

(d) If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

(e) The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

(f) Time is of this essence of this Agreement.”

“18. Contractor shall comply with the minimum wage scale (general prevailing wage rates) set forth in Exhibit _____ attached hereto and incorporated herein.”

“19. Contractor shall execute separate performance and payment bonds, each in the sum on one hundred percent (100%) of the total contract price, in standard forms approved by the Town of Addison, Texas, guaranteeing faithful performance of the Work and fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing Contractor any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved (including, without limitation, approval of the surety company underwriting the bonds) by the Town of Addison. Unless otherwise specified, the cost of the premium for the

performance and payment bonds shall be included in the Contractor's proposal.

Upon the final completion of the Work and the acceptance thereof by the Customer, Contractor shall provide to and for the benefit of the Town of Addison a maintenance bond for the Work for a two (2) year term following the date of final completion and acceptance by Customer of the Work. The provision of such maintenance bond, in a form acceptable to the Customer and issued by a surety company satisfactory to the Customer, shall be a condition precedent to any final payment to Contractor.

11. Renumber Paragraph 14 as Paragraph 18.
12. On the Work Order, amend the first sentence of "Scope of Work" as follows:

"At the request of the Director of Public Works of the Town of Addison or the Director's designee, Customer shall provideProvide manpower, and equipment, and materials required for emergency restoration work (related to public water lines, sanitary sewer lines, storm sewer lines, and street lights) for the TownCity of Addison."

Where there is reference to "City of Addison" change to "Town of Addison".

These are all of our comments at this time. Please give me a call if you have any questions.

cc: Ken Dippel

TOWN OF
ADDISON

PUBLIC WORKS

To: John Hill

From: **Jim Pierce, P.E.**
Asst. Public Wks. Dir.
Phone: 972/450-2879
FAX: 972/450-2837
jpierce@ci.addison.tx.us

Company: Cowles & Thompson

FAX #: 214-672-2020

Date: 6-25-01

16801 Westgrove
P.O.Box 9010
Addison, TX 75001-9010

of pages (including cover): 2

Re: MasTec Contract

- Original in mail Per your request FYI Call me

Comments: I have attached a copy of your E-mail
re above. #1 = This is primarily a maintenance
contract but lets not preclude other work.
Include a section that requires prevailing
wages be paid if its not maintenance work.
#2 = Include a section that requires the
bonds as you stated.
#3 = The contractor may subcontract some
special service/skill so lets allow this.

I have reviewed the main body and
it looks OK. If you will include the
above & return to me I'll take the
next step

Thanks
Jim

Jim Pierce

From: HILL, JOHN [jhill@cowlesthompson.com]
Sent: Thursday, June 07, 2001 5:31 PM
To: 'jperce@ci.addison.tx.us'
Cc: DIPPEL, KEN
Subject: Construction Agreement with MasTec North America



Addison - Memo to Jim
Pierce r...

<<Addison - Memo to Jim Pierce re Construction Agreement with MasTec
North
America, Inc..DOC>>

Jim--attached is a memo regarding the agreement with MasTec. Please review and let me know if you have any comments or questions.

Please note the following:

1. As you know, a worker employed on a public work by or on behalf of a political subdivision (including the Town) must be paid a general prevailing wage for work of a similar character in the locality in which the work is performed. However, that requirement is not applicable to maintenance work.

OK

If the contract is for something other than maintenance work, then it must address payment of the general prevailing wage rate by the contractor.

2. The Agreement does not address a payment bond or a performance bond. Will a payment and/or a performance bond be required? As you know, on a "public work contract" (defined as a "contract for constructing, altering, or repairing a public building or carrying out or completing any public work", Section 253.001(4), Tex. Gov. Code), the contractor is required to provide a performance bond (if the contract is in excess of \$100,000) and a payment bond (if the contract is in excess of \$25,000).

OK

3. Is the contractor to be allowed to subcontract any part of the contract? If not, the Agreement should so state.

John

as per Roger Cole

Contractor
may subcontract
a portion of
the work.

HP LaserJet 3200se



TOALASERJET 3200
9724502837
JUN-19-2001 11:43

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
422	6/19/2001	11:42:10	Send	92146722020	0:59	1	OK

Mr. Jim Pierce
June 5, 2001
Page 5

Post-IT Fax Note	7571	Date	6/19	# of pages	1
To	John Hall	From	Jim Pierce		
Company	Cowles & Thompson	City			
Phone #		Phone #	972-450-2879		
Fax #	972-872-2020	Fax #			

endorsement or modification of the COL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

(b) Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

(c) Workers Compensation insurance at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each-occurrence each-accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas, its officials, officers, agents, and employees as additional insureds; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison, its officials, officers, agents, and employees must be included in all such policies. Contractor shall maintain all liability policies required hereunder for at least 2 years following the termination or expiration of this Agreement.

*Masters Agreement -
John should it
be customer?
Jim*

All insurance policies shall be issued by an insurance company authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to Lapsford of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to Customer, evidencing all coverage above, shall be furnished to Customer prior to the Commencement Date, with complete copies of policies furnished to Customer upon request. Customer reserves the right to review and revise from time to time the types of insurance and limits of liability required herein."

"15. Contractor shall give adequate attention to the faithful prosecution and completion of this Agreement and shall keep at the site of any Work hereunder, during any portion of the Work, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor in his absence and all

MEMORANDUM

TO: Jim Pierce
FROM: John Hill
RE: Construction Agreement - MasTec North America, Inc.
DATE: June 7, 2001

I have reviewed the proposed Construction Agreement between the Town of Addison and MasTec North America, Inc. and have the following comments:

1. Opening Paragraph:

(a) In the part referring to MasTec include a reference to the state in which MasTec is incorporated. For example:

“MasTec North, America, Inc. (a Texas corporation)”

(b) The reference to the “City of Addison” should be changed to “Town of Addison”.

2. Paragraph 1: At the end of the first sentence, add “(‘Work’)”.

3. Paragraph 5: Amend the second sentence as follows:

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4. Paragraph 7: Amend as follows:

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5. Paragraph 8: Amend the first and second sentences as follows:

“Contractor guarantees all Workwork performed against defects in workmanship or materials for a period of one (1) year after final acceptance completion of the Workwork by CustomerContractor. Contractor shall correct any such defects within thirty (30) days of receipt of written notice, at its expense. Unless otherwise specified or directed by Customer, all materials used by Contractor shall be new and both workmanship and materials shall be of first rate quality. Contractor shall, if required by Customer, furnish satisfactory evidence as to the kind and quality of materials. No failure or omission of Customer to discover, object to or condemn any defective work or material shall release Contractor from its obligation to fully and properly perform the Work or any portion thereof. If the Work or any portion thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by Customer as unsuitable or as not in conformity with the specification, Contractor shall, after receipt of written notice thereof from Customer, promptly remove such material and rebuild or otherwise remedy such Work or portion thereof so that such Work or portion thereof shall be properly performed.”

6. Paragraph 9: Amend as follows:

“Contractor shall not be responsible for the removal of any hazardous materials or substances discovered on the Workwork site that are not the direct result of work performed by the Contractor; provided, however, that in the event Contractor discovers any hazardous materials or substances at any Work site, Contractor shall immediately notify (by both oral and written means) Customer of the same. ‘Hazardous materials or substances’ means any chemical, material, air pollutant, toxic pollutant, waste, or substance which is (i) regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any law or regulation, or (ii) which could pose a hazard to the health and safety of any person. Contractor shall not install, store, use, treat, transport, discharge or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by its officers, employees, agents, contractors, or any other person of) any hazardous material or substance in connection with the Work or any part thereof. Contractor is and shall will only be liable and responsible for the removal of any such hazardous material or substances in connection withthat are a result of its work.”

7. Paragraph 10: Amend as follows:

“Either party will have the right to terminate this Agreement at any time upon giving fourteen (14) days written notice to the other party. Upon termination of this Agreement for any reason, Contractor will immediately cease all work and vacate the job site, and will return all tools, equipment, vehicles and materials supplied by Customer ~~or other subcontractors~~. Contractor will be compensated for all work properly completed prior to termination and accepted by Customer ~~and demobilization associated with said termination.~~”

8. Paragraph 11: Amend as follows:

“Any notice required by this Agreement will be effective and deemed delivered (a) three (3) business days after posting with the United States Postal Service when mailed by certified mail, return receipt requested, properly addressed and with the correct postage, or (b) one (1) business day after pickup by the courier service when sent by overnight courier, properly addressed and prepaid; ~~(c) one (1) business day after the date of the sender’s electronic confirmation of receipt when sent by facsimile transmission.~~ Notices must be sent to the addresses ~~or facsimile numbers~~ set forth on the first page of this Agreement, unless either party notifies the other in writing of an address ~~or facsimile number~~ change, which will take effect three (3) business days after receipt (as defined in the preceding sentence) of the change by the receiving party.”

9. Paragraph 13: Amend as follows:

“Contractor will defend, save and hold harmless Customer, its ~~officials~~ subsidiaries, officers, directors, employees, agents and attorneys (both in their official and private capacities) ~~from and against any and all suits, actions, causes of action, claims, regulatory proceedings, judgments, and awards, penalties, costs, expenses, and/or fees (including, without limitation, attorneys fees) (together, “Liabilities”)~~ for or in connection with ~~based on~~ any injury (including death) to any person, or any damage to or destruction of any property, or any other harm for which recovery of damages is sought, suffered by any person or organization, that may arise out of or resulting from ~~any~~ the acts or omissions of Contractor or its officers, employees, agents, subcontractors or other representatives ~~in connection with this Agreement.~~ ~~Customer will save and hold harmless Contractor, its subsidiaries, officers, directors, employees, agents and attorneys from all suits,~~

~~claims, judgments and awards ("Liabilities") based on any injury (including death) to any person or property resulting from the acts or omissions of Customer or its employees, agents, subcontractors or other representatives. The obligations of Contractor the indemnifying party (the "Indemnitor") to Customer the other party (the "Indemnitee") with respect to Liabilities asserted by third parties ("Third Party Claim") will be subject to the following terms and conditions: Customer The Indemnitee will give Contractor the Indemnitor prompt notice of any Third Party Claim, and Contractor the Indemnitor will assume the defense, compromise or settlement thereof promptly by representatives of its own choosing, at its own cost and expense. No settlement will be agreed to without Customer's the Indemnitee's prior written consent, which consent will not be withheld unreasonably. Customer The Indemnitee will cooperate with Contractor the Indemnitor in the defense of any Third Party Claim. If Contractor the Indemnitor does not promptly assume the defense, Customer the Indemnitee will (upon notice to the Indemnitor) have the right (but not the obligation) to defend, compromise or settle the Third Party Claim on behalf of and for the account and risk of Contractor the Indemnitor, but this shall not relieve Contractor Indemnitor of its own obligations. Contractor's indemnification hereunder shall apply without regard to whether acts, errors, omissions or neglect of Customer would otherwise have made them jointly negligent or liable for such damage or injury, excepting only that Contractor shall not be obligated to so protect, defend, indemnify and hold harmless Customer if such damage or injury is due to the sole negligence of Customer. The provisions of this Paragraph 13 shall survive the termination or expiration of this Agreement."~~

10. Add the following provisions:

"14. Contractor at its own expense shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

(a) Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, which shall cover liability arising from premises, operations independent contractors, products/completed operations, personal injury, and contractual liability (including, without limitation, the liability assumed under the indemnity provisions of this Agreement). If such CGL insurance contains a general aggregate limit, it shall apply separately to the Work under this Agreement. There shall be no

endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

(b) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

(c) Workers Compensation insurance at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each-occurrence each-accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas, its officials, officers, agents, and employees as additional insureds; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison, its officials, officers, agents, and employees must be included in all such policies. Contractor shall maintain all liability policies required hereunder for at least 2 years following the termination or expiration of this Agreement.

All insurance policies shall be issued by an insurance company authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to Landlord of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to Customer, evidencing all coverage above, shall be furnished to Customer prior to the Commencement Date, with complete copies of policies furnished to Customer upon request. Customer reserves the right to review and revise from time to time the types of insurance and limits of liability required herein."

"15. Contractor shall give adequate attention to the faithful prosecution and completion of this Agreement and shall keep at the site of any Work hereunder, during any portion of the Work, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor in his absence and all

~~Handwritten scribble~~

~~John Statton
this is not
to be stamped?~~

John
Town of Addison

directions given to him shall be as binding as if given to the Contractor. The Contractor shall be solely responsible for the safety of its officers, employees, agents and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Contractor shall be fully and completely liable, at its own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of this Agreement, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by Contractor during construction.”

“16. Contractor shall at all times exercise reasonable and prudent precautions for the safety of its employees, agents, and others (including, without limitation, members of the public) in, on or near the Work or any portion thereof and shall comply with all applicable provisions of federal, state, and local safety laws, building and construction codes, traffic safety laws, and all other applicable laws or regulations. Contractor shall provide guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Contractor shall take proper means to protect property or properties adjacent or adjoining property the site of the Work or any portion thereof which might be damaged or injured or seriously affected by any process of construction or repair to be undertaken by Contractor under this Agreement, from any damage or injury by reason of said process of construction or repair; and Contractor shall be liable for any and all claims for such damage on account of Contractor’s failure to fully protect all adjoining property.”

“17. (a) The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(b) This Agreement shall be performable and all compensation payable in Dallas County, Texas. Venue under this Agreement lies in Dallas County, Texas. Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect this Agreement or the Work or any portion thereof.

(c) Contractor shall not assign, convey, or otherwise transfer, nor has the authority or power to assign, convey, or otherwise transfer, any of its rights, duties or obligations under this Agreement.

(d) If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

(e) The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

(f) Time is of this essence of this Agreement.”

11. Renumber Paragraph 14 as Paragraph 18.
12. On the Work Order, amend the first sentence of “Scope of Work” as follows:

“At the request of the Director of Public Works of the Town of Addison or the Director’s designee, Customer shall provideProvide manpower, and equipment, and materials required for emergency restoration work (related to public water lines, sanitary sewer lines, storm sewer lines, and street lights) for the ~~Town~~City of Addison.”

Where there is reference to “City of Addison” change to “Town of Addison”.

These are all of our comments at this time. Please give me a call if you have any questions.

cc: Ken Dippel

HP LaserJet 3200se



TQALASERJET 3200
 9724502837
 MAY-16-2001 07:08

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
828	5/16/2001	07:05:08	Send	92146722020	3:07	8	OK

Original in mail FYI Call me
 Comments: John: We want to contract work
 Mas Tec to provide emergency support
 in water main breaks, etc - on
 projects that are beyond our capability
 for various reasons.
 Attached in this packet contract
 Plans cover the capability
 I have asked the contractor
 if their minimums looking that we
 be noted additional records.

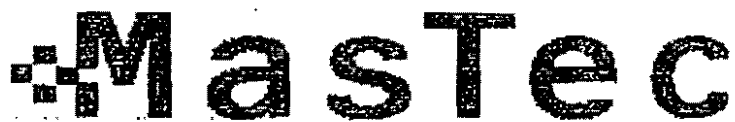
To: John Hill
 Company: Coates & Thompson
 FAX #: 214-672-2020
 Date: 5-16-01
 # of pages (including cover): 8
 Rec: Contract with Mas Tec
 TOWN OF
ADDISON
PUBLIC WORKS
 From: Jim Pierce, P.E.
 Asst. Public Wks. Dir.
 Phone: 972/450-2879
 FAX: 972/450-2837
 jlpierce@claddison.tx.us
 16801 Westgrove
 P.O. Box 9010
 Addison, TX 75001-9010

JIM

Copy

**CITY OF ADDISON
8" REPAIR AT MARSH LANE SOUTH OF SPRINGVALLEY**

NAME	CLASSIFICATION	HOURS REG	OT	RATE	TOTAL
Mike Lewis	Superintendent		13	\$60.00	\$780.00
Greg Wood	Superintendent		9.5	\$60.00	\$570.00
Mike Claxton	Working Foreman		12	\$52.50	\$630.00
Raul Bueno	Operator		12	\$43.50	\$522.00
Juan Tijerina	Skilled Laborer		11	\$36.00	\$396.00
Eugene Jeter	Truck Driver		11	\$39.00	\$429.00
SUB TOTAL LABOR					\$3,327.00
1/2 to 1 Ton Truck(3 @ 11 hours each)			33	\$15.00	\$495.00
Rubber Tire Backhoe			11	\$30.00	\$330.00
Heul Truck & Trailer			11	\$50.00	\$550.00
Dump Truck (5 CY)			11	\$25.00	\$275.00
Air Compressor w/tools			11	\$20.00	\$220.00
Quickie Saw			11	\$5.00	\$55.00
3" Water Pump			11	\$5.00	\$55.00
Street Plates (2 ea)			6	\$30.00	\$180.00
SUB TOTAL EQUIPMENT					\$2,160.00
GRAND TOTAL					\$5,487.00



Fax

To: Keith Thompson From: Josh Thomas

Fax: 972-716-0834 Pages: 8

Phone: 972-661-1634 Date: 5/14/01

Re: Construction Agreement / Work Order CC:

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

*Jim
your copy
please review
Thanks
K.T*

If you have any questions regarding this transmittal please call (214) 571-2500.

We are transmitting from the following fax machine (214) 571-2555

Western Region -- Dallas Division

4747 Irving Blvd. Suite #221, Dallas, Texas 75247 (214) 571-2500

TOWN OF

ADDISON

PUBLIC WORKS

To: John Hill

From: **Jim Pierce, P.E.**
Asst. Public Wks. Dir.

Company: Cowles & Thompson

Phone: 972/450-2879

FAX #: 214-672-2020

FAX: 972/450-2837

jpierce@ci.addison.tx.us

Date: 5-16-01

16801 Westgrove

P.O.Box 9010

of pages (including cover): 8

Addison, TX 75001-9010

Re: Contract with MasTec

Original in mail

Per your request

FYI

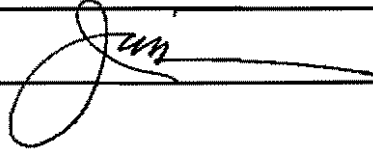
Call me

Comments: John: We want to contract with MasTec to provide emergency support for water main breaks, etc - on projects that are beyond our capability for various reasons.

Attached is their proposed contract. Please review for acceptability.

I have asked for certificates of their insurance asking that we be named additional insureds.

Thanks



MasTec

May 14, 2001

Keith Thompson
City of Addison
16801 Westgrove Drive
Addison, Texas 75001

Dear Mr. Thompson:

Attached is one (1) copy of our Construction Agreement and one (1) copy of a Work Order to provide emergency restoration work for the City of Addison, Texas. To execute these documents the following is necessary:

1. Sign and date the Construction Agreement in the space provided on page 4.
2. Sign and date the Work Order form in the space provided on the bottom of the form.
3. Return the Construction Agreement and Work Order, one copy will be returned to you for your records after execution.

If you have any questions or comments feel free to give me a call at 214-571-2507.

Thank you,



Josh Thomas
Office Engineer

MasTec North America, Inc.
8700 Stemmons Freeway, Suite 125
Dallas, Texas 75247



AGREEMENT NUMBER: _____

Federal Tax I.D. Number: 65-0829357

CONSTRUCTION AGREEMENT

This CONSTRUCTION AGREEMENT (hereinafter, "AGREEMENT"), executed this

14th day of May, 2001,

by and between

MasTec North America, Inc.

4747 Irving Blvd., Suite 221

Dallas, Texas 75247

Telephone: 214-571-2500

Fax: 214-571-2555

(hereinafter, "Contractor")

and

City of Addison

16801 Westgrove Drive

Addison, Texas 75001

Telephone: 972-661-1634

Fax: 972-716-0834

(hereinafter, "Customer")

In consideration of the mutual covenants and promises contained in this Agreement, Contractor and Customer agree as follows:

1. Contractor will perform the scope of Work as Customers contractor as described on the attached Work Order(s). Contractor will perform the Work in accordance with the terms of this Agreement.
2. Customer may direct Contractor, in writing, to make changes to the Work. Adjustments, if any, in the contract price or the schedule of Work resulting from these changes will be set forth in a Change Order to the associated Work Order. The Change Order shall be fully executed prior to commencement of the changed or additional work.

MasTec

3. Contractor will remove at its expense any trash, debris and surplus materials left over or resulting from the performance of the Work. Contractor will restore the work site(s) to original or better condition upon completion of the Work.
4. Contractor and its employees and agents will observe all safety, nondiscrimination, equal employment, drug and alcohol, business ethics and other rules and policies of Customer and all applicable laws, rules and regulations of any governmental authority in performing the Work, including without limitation those relating to safety and health, the environment, and labor and employment.
5. Contractor is engaged as an independent contractor and is not an agent or employee of Customer. Contractor acknowledges that Customer may engage other subcontractors or agents to carry out a portion of the Work or other work related thereto. Contractor will supply all labor, tools, equipment, vehicles, fuel and other materials necessary to properly perform the Work, other than those supplied by Customer. Contractor has full control and supervision of the performance of the Work. Contractor is responsible for scheduling Contractor's personnel, subject to the Customer's schedule of completion and other requirements. Contractor is solely responsible for payment of all compensation and benefits to its employees and others engaged by it to perform the Work and for all workers' compensation, unemployment compensation, health, life and disability insurance, social security and income tax withholding, and all other federal, state and local withholding taxes or other taxes, withholdings and payments due on account of such compensation.
6. Contractor acknowledges that it has visited the site(s) where the Work is to be performed and visually inspected and is familiar with the general and local conditions which could affect the Work.
7. Customer will pay Contractor for the Work at the prices described on the Work Order(s). Payment will be made by Customer to Contractor within thirty (30) days of receipt of invoice. Any payment will constitute full and complete payment for all work performed by Contractor and identified in Contractor's invoice, but will not constitute acceptance of any defective work or materials.
8. Contractor guarantees all work performed against defects in workmanship for a period of one (1) year after completion of the work by Contractor. Contractor shall correct any defects within thirty (30) days of receipt of written notice, at its expense. Contractor may have an opportunity to review and dispute the claimed defect. If it is determined that the claimed defect did exist, Contractor shall reimburse Customer for its cost incurred enforcing this guarantee.
9. Contractor shall not be responsible for the removal of any hazardous materials or substances discovered on the work site that are not the direct result of work performed by the Contractor. Contractor will only be liable and responsible for the removal of such material or substances that are a result of its work.

MasTec

10. Either party will have the right to terminate this Agreement at any time upon giving fourteen (14) days written notice to the other party. Upon termination of this Agreement for any reason, Contractor will immediately cease all work and vacate the job site, and will return all tools, equipment, vehicles and materials supplied by Customer or other subcontractors. Contractor will be compensated for all work completed prior to termination and demobilization associated with said termination.
11. Any notice required by this Agreement will be effective and deemed delivered (a) three (3) business days after posting with the United States Postal Service when mailed by certified mail, return receipt requested, properly addressed and with the correct postage, (b) one (1) business day after pickup by the courier service when sent by overnight courier, properly addressed and prepaid or (c) one (1) business day after the date of the sender's electronic confirmation of receipt when sent by facsimile transmission. Notices must be sent to the addresses or facsimile numbers set forth on the first page of this Agreement, unless either party notifies the other in writing of an address or facsimile number change, which will take effect three (3) business days after receipt (as defined in the preceding sentence) of the change by the receiving party.
12. This Agreement: (a) inures to the benefit of and is binding upon the parties and their respective successors and permitted assigns; (b) contains the entire agreement of the parties and supersedes any earlier or contemporaneous understanding or agreement; (c) may not be amended except by a writing signed by each of the parties; (d) may not be modified or waived unless in writing, and signed by a duly authorized representative of each party; and (e) is governed by the laws of the state where the Work is/was performed.
13. Contractor will save and hold harmless Customer, its subsidiaries, officers, directors, employees, agents and attorneys from all suits, claims, judgments and awards ("Liabilities") based on any injury (including death) to any person or property resulting from the acts or omissions of Contractor or its employees, agents, subcontractors or other representatives. Customer will save and hold harmless Contractor, its subsidiaries, officers, directors, employees, agents and attorneys from all suits, claims, judgments and awards ("Liabilities") based on any injury (including death) to any person or property resulting from the acts or omissions of Customer or its employees, agents, subcontractors or other representatives. The obligations of the indemnifying party (the "Indemnitor") to the other party (the "Indemnitee") with respect to Liabilities asserted by third parties ("Third Party Claim") will be subject to the following terms and conditions: The Indemnitee will give the Indemnitor prompt notice of any Third Party Claim, and the Indemnitor will assume the defense, compromise or settlement thereof promptly by representatives of its own choosing, at its own cost and expense. No settlement will be agreed to without the Indemnitee's prior written consent, which consent will not be withheld unreasonably. The Indemnitee will cooperate with the Indemnitor in the defense of any Third Party Claim. If the Indemnitor does not promptly assume the defense, the Indemnitee will (upon notice to the Indemnitor) have the right (but not the obligation) to defend, compromise or settle the Third Party Claim on behalf of and for the account and risk of the Indemnitor, but this shall not relieve Indemnitor of its own obligations.

MasTec

14. Additional terms and conditions applicable to this Agreement, if any, are set forth on the Work Order(s).

CONTRACTOR:

CUSTOMER:

By: _____

By: _____

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____



AGREEMENT NUMBER: _____

WORK ORDER NUMBER: 001

WORK ORDER

This WORK ORDER, executed this 14th day of May, 2001, by and between

Contractor

Customer

MasTec North America, Inc.

City of Addison

4747 Irving Blvd., Suite 221

16801 Westgrove Drive

Dallas, Texas 75247

Addison, Texas 75001

Contractor acknowledges that it has visited the site(s), has visually inspected and is familiar with the general and local conditions of the Scope of Work listed below.

SCOPE OF WORK

Provide manpower and equipment required for emergency restoration work for the City of Addison. Locates of existing utilities will have to be performed and the City of Addison will need to help expedite getting locates on an emergency basis. MasTec will respond with a supervisor on the scene within a two (2) hour response window for work in the City of Addison.

SCHEDULE

PRICING & PAYMENT TERMS

Compensation for the hourly work completed will be per the attached unit pricing sheet. Work will be completed on a time and materials basis with a four (4) hour minimum and a \$ 250.00 trip charge per call out. Time and material charges would begin when the crews left the MasTec yard and end when the crews returned to the yard. Overtime rates would be utilized on any work outside of normal work hours, which are Monday thru Friday between the hours of 7 AM and 5 PM. Any materials and or subcontractors utilized, if any, would be billed at cost plus 15%.

CONTRACTOR:

CUSTOMER:

By: _____

By: _____

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____



LABOR AND EQUIPMENT HOURLY RATES

LABOR RATES

Superintendent	\$ 40.00 /hour
Working Foreman	\$ 35.00 /hour
Skilled Laborer	\$ 24.00 /hour
Truck Driver	\$ 26.00 /hour
Operator	\$ 29.00 /hour
Multiplier for Overtime	1.5 /hour

Note: Labor rates are based on eight hours per day and forty hours per week. Any work performed in excess of these hours will be charges at the regular time unit rate times the multiplier for overtime shown above.

EQUIPMENT RATES

1/2 to 1 Ton Truck	\$ 15.00 /hour
Dump Truck (5 Cubic Yard)	\$ 25.00 /hour
Dump Truck (15 Cubic Yard)	\$ 45.00 /hour
300 amp Welder	\$ 12.00 /hour
Cutting Torch w/out Gas	\$ 5.00 /hour
175 cfm Air Compressor w/Tools	\$ 20.00 /hour
3" Water Pump	\$ 5.00 /hour
3000 Watt Generator	\$ 5.00 /hour
580 Case Backhoe	\$ 30.00 /hour
Trench Box	\$300.00 /day
Street Plates	\$ 30.00 /day
Tilt Trailer	\$ 15.00 /hour
Electric Grinder	\$ 5.00 /hour
Electric Drill	\$ 5.00 /hour
Ditch Witch	\$ 35.00 /hour
Hole Hog	\$ 28.00 /hour
Haul Truck & Lowboy	\$ 50.00 /hour
Rammex Trumper Compactor	\$ 16.00 /hour
Rubber Tire Loader	\$ 45.00 /hour
Track Backhoe (65,000 lbs. or smaller)	\$ 65.00 /hour
D-4 Dozer	\$ 50.00 /hour
Air Blower	\$ 5.00 /hour
Hydra Hammer	\$ 46.00 /hour
Chain Saw	\$ 5.00 /hour
Gas Quickie Saw	\$ 5.00 /hour
Compaction Wheel for Backhoe	\$ 10.00 /hour
Boom Truck	\$ 45.00 /hour
Large Track Backhoe (over 65,000 lbs)	\$ 95.00 /hour
Light Tower	\$ 15.00 /hour
Arrow Board	\$ 15.00 /hour
Directional Bore Rig	\$200.00 /hour
Vacuum Trailer	\$125.00 /hour

AGREEMENT NUMBER: C 405-01-010

Federal Tax I.D. Number: 65-0829357

CONSTRUCTION AGREEMENT

This CONSTRUCTION AGREEMENT (hereinafter, "AGREEMENT"), executed this

26th day of February, 2001,

by and between

MasTec North America, Inc., a Florida Corporation

4747 Irving Blvd., Suite 221

Dallas, Texas 75347

Telephone: (214) 571-2500

Fax: (214) 571-2555

(hereinafter, "Contractor")
and

Town of Addison

16801 Westgrove Drive

Addison, Texas 75001-9010

Telephone: (972) 450-2879

Fax: (972) 450-2837

(hereinafter, "Customer")

In consideration of the mutual covenants and promises contained in this Agreement, Contractor and Customer agree as follows:

1. Contractor will perform the scope of Work as Customer's contractor as described on the attached Work Order(s) ("Work"). Contractor will perform the Work in accordance with the terms of this Agreement.
2. Customer may direct Contractor, in writing, to make changes to the Work. Adjustments, if any, in the contract price or the schedule of Work resulting from these changes will be set forth in a Change Order to the associated Work Order. The Change Order shall be fully executed prior to commencement of the changed or additional work.

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3. Contractor will remove at its expense any trash, debris and surplus materials left over or resulting from the performance of the Work. Contractor will restore the work site(s) to original or better condition upon completion of the Work.
4. Contractor and its employees and agents will observe all safety, nondiscrimination, equal employment, drug and alcohol, business ethics and other rules and policies of Customer and all applicable laws, rules and regulations of any governmental authority in performing the Work, including without limitation those relating to safety and health, the environment, and labor and employment.
5. Contractor is engaged as an independent contractor and is not an agent or employee of Customer. Contractor acknowledges that this Construction Agreement is not exclusive and that Customer may, in its sole discretion, engage persons or entities other than the Contractor to carry out all or a portion of the Work or other work related thereto. Contractor will supply all labor, tools, equipment, vehicles, fuel and other materials necessary to properly perform the Work, other than those supplied by Customer. Contractor has full control and supervision of the performance of the Work. Contractor is responsible for scheduling Contractor's personnel, subject to the Customer's schedule of completion and other requirements. Contractor is solely responsible for payment of all compensation and benefits to its employees and others engaged by it to perform the Work and for all workers' compensation, unemployment compensation, health, life and disability insurance, social security and income tax withholding, and all other federal, state and local withholding taxes or other taxes, withholdings and payments due on account of such compensation.
6. Customer will pay Contractor for the Work properly performed and accepted by Customer at the prices described on the Work Order(s). Payment will be made by Customer to Contractor within thirty (30) days of receipt by Customer of Contractor's invoice and any documentation or data in support of such invoice as Customer may require. Any payment will constitute full and complete payment for all work performed by Contractor and identified in Contractor's invoice, but will not constitute acceptance of any defective work or materials.
7. Contractor guarantees all Work performed against defects in workmanship or materials for a period of one (1) year after final acceptance of the Work by Customer. Contractor shall correct any such defects within thirty (30) days of receipt of written notice, at its expense. Unless otherwise specified or directed by Customer, all materials used by Contractor shall be new and both workmanship and materials shall be of first rate quality. Contractor shall, if required by Customer, furnish satisfactory evidence as to the kind and quality of materials. No failure or omission of Customer to discover, object to or condemn any defective work or material shall release Contractor from its obligation to fully and properly perform the Work or any portion thereof. If the Work or any portion thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by Customer as unsuitable or as not in conformity with the specification, Contractor shall, after receipt of written notice thereof from Customer, promptly remove such material and rebuild or otherwise remedy such Work or portion thereof so that such Work or portion thereof shall be properly performed.
8. Contractor shall not be responsible for the removal of any hazardous materials or substances discovered on the Work site that are not the direct result of work performed by the Contractor; provided, however, that in the event Contractor discovers any hazardous materials or substances

at any Work site, Contractor shall immediately notify (by both oral and written means) Customer of the same. 'Hazardous materials or substances' means any chemical, material, air pollutant, toxic pollutant, waste, or substance which is (i) regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any law or regulation, or (ii) which could pose a hazard to the health and safety of any person. Contractor shall not install, store, use, treat, transport, discharge or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by its officers, employees, agents, contractors, or any other person of) any hazardous material or substance in connection with the Work or any part thereof. Contractor is and shall be liable and responsible for the removal of any such hazardous material or substances in connection with its work.

9. Either party will have the right to terminate this Agreement at any time upon giving fourteen (14) days written notice to the other party. Upon termination of this Agreement for any reason, Contractor will immediately cease all work and vacate the job site, and will return all tools, equipment, vehicles and materials supplied by Customer. Contractor will be compensated for all work properly completed prior to termination and accepted by Customer.
10. Any notice required by this Agreement will be effective and deemed delivered (a) three (3) business days after posting with the United States Postal Service when mailed by certified mail, return receipt requested, properly addressed and with the correct postage, or (b) one (1) business day after pickup by the courier service when sent by overnight courier, properly addressed and prepaid. Notices must be sent to the addresses set forth on the first page of this Agreement, unless either party notifies the other in writing of an address change, which will take effect three (3) business days after receipt (as defined in the preceding sentence) of the change by the receiving party.
11. This Agreement: (a) inures to the benefit of and is binding upon the parties and their respective successors and permitted assigns; (b) contains the entire agreement of the parties and supersedes any earlier or contemporaneous understanding or agreement; (c) may not be amended except by a writing signed by each of the parties; (d) may not be modified or waived unless in writing, and signed by a duly authorized representative of each party; and (e) is governed by the laws of the state where the Work is/was performed.
12. Contractor will defend, save and hold harmless Customer, its officials, officers, employees, agents and attorneys (both in their official and private capacities) from and against any and all suits, actions, causes of action, claims, regulatory proceedings, judgments, awards, penalties, costs, expenses, and/or fees (including, without limitation, attorneys fees) (together "Liabilities") for or in connection with any injury (including death) to any person, or any damage to or destruction of any property, or any other harm for which recovery of damages is sought, suffered by any person or organization, that may arise out of or from any acts or omissions of Contractor or its officers, employees, agents, subcontractors or other representatives in connection with this Agreement. The obligations of Contractor to Customer with respect to Liabilities asserted by third parties ("Third Party Claim") will be subject to the following terms and conditions: Customer will give Contractor prompt notice of any Third Party Claim, and Contractor will assume the defense, compromise or settlement thereof promptly by representatives of its own choosing, at its own cost and expense. No settlement will be agreed to without Customer's prior written consent, which consent will not be withheld unreasonably. Customer will cooperate with Contractor in the defense of any Third Party Claim. If Contractor does not promptly assume the

defense, Customer will (upon notice to the Indemnitor) have the right (but not the obligation) to defend, compromise or settle the Third Party Claim on behalf of and for the account and risk of Contractor, but this shall not relieve Contractor of its own obligations. Contractor's indemnification hereunder shall apply without regard to whether acts, errors, omissions or neglect of Customer would otherwise have made them jointly negligent or liable for such damage or injury, excepting only that Contractor shall not be obligated to so protect, defend, indemnify and hold harmless Customer if such damage or injury is due to the sole negligence of Customer. The provisions of this Paragraph 12 shall survive the termination or expiration of this Agreement.

13. Contractor at its own expense shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

(a) Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, which shall include coverage's for bodily injury (including, without limitation, death) and property damage, and particularly for liability arising from premises, operations independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability (including, without limitation, the liability assumed under the indemnity provisions of this Agreement). If such CGL insurance contains a general aggregate limit, it shall apply separately to the Work under this Agreement. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

(b) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

(c) Workers Compensation insurance at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each-occurrence each-accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas, its officials, officers, agents, and employees as additional insureds; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison, its officials, officers, agents, and employees must be included in all such policies. Contractor shall maintain all liability policies required hereunder for at least 2 years following the termination or expiration of this Agreement.

All insurance policies shall be issued by an insurance company with an A.M. Best's rating of not less than A- and authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to Customer of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to Customer, evidencing all coverage above, shall be furnished to Customer prior to the Commencement Date, with complete copies of policies furnished to

Customer upon request. Customer reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

15. Contractor shall give adequate attention to the faithful prosecution and completion of this Agreement and shall keep at the site of any Work hereunder, during any portion of the Work, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall be solely responsible for the safety of its officers, employees, agents and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Contractor shall be fully and completely liable, at its own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of this Agreement, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by Contractor during construction.
16. Contractor shall at all times exercise reasonable and prudent precautions for the safety of its employees, agents, and others (including, without limitation, members of the public) in, on or near the Work or any portion thereof and shall comply with all applicable provisions of federal, state, and local safety laws, building and construction codes, traffic safety laws, and all other applicable laws or regulations. Contractor shall provide guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Contractor shall take proper means to protect property or properties adjacent or adjoining property the site of the Work or any portion thereof which might be damaged or injured or seriously affected by any process of construction or repair to be undertaken by Contractor under this Agreement, from any damage or injury by reason of said process of construction or repair; and Contractor shall be liable for any and all claims for such damage on account of Contractor's failure to fully protect all adjoining property.

17.
 - (a) The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.
 - (b) This Agreement shall be performable and all compensation payable in Dallas County, Texas. Venue under this Agreement lies in Dallas County, Texas. Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect this Agreement or the Work or any portion thereof.
 - (c) Contractor shall not assign, convey, or otherwise transfer, nor has the authority or power to assign, convey, or otherwise transfer, any of its rights, duties or obligations under this Agreement.

(d) If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

(e) The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

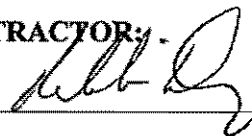
(f) Time is of this essence of this Agreement.

18. Contractor shall comply with the minimum wage scale (general prevailing wage rates) and equipment hourly rates as set forth in Exhibit A attached hereto and incorporated herein.
19. Customer shall have the right to require the Contractor to furnish, and Contractor shall promptly furnish, a surety bond or bonds as security for and covering (i) the faithful performance by Contractor of this Construction Agreement (including, without limitation, any Work Order) (such bond(s) being generally referred to as a "performance bond"), and (ii) the payment of obligations and all persons performing labor under this Construction Agreement (including, without limitation, any Work Order) (such bond(s) being generally referred to as a "payment bond"), and (iii) the maintenance of Contractor's Work or any portion thereof for a period of one (1) year(s) following the final completion and acceptance of any such Work (such bond(s) being generally referred to as a "maintenance bond"). Such bond or bonds shall be in form and content (including, without limitation, the amount of the bond(s)) acceptable to Customer and issued and executed by a surety company satisfactory to Customer.

Additional terms and conditions applicable to this Agreement, if any, are set forth on the Work Order(s).

CONTRACTOR:

By: _____



Robbie Dupree

(Printed Name)

Title: _____


Operations Manager

Date: _____

2/26/02

CUSTOMER:

By: _____



Ron Whitehead

(Printed Name)

Title: _____

City Manager

Date: _____

03/19/02





AGREEMENT NUMBER: C405-01-010

WORK ORDER NUMBER: 001

WORK ORDER

This WORK ORDER, executed this 26th day of February, 2001, by and between

Contractor

Customer

MasTec North America, Inc., a Florida Corporation.

Town of Addison

4747 Irving Blvd., Suite 221

16801 Westgrove Drive

Dallas, Texas 75247

Addison, Texas 75001-9010

Contractor acknowledges that it has visited the site(s), has visually inspected it and is familiar with the general and local conditions of the Scope of Work listed below.

SCOPE OF WORK

At the request of the Director of Public Works of the Town of Addison or the Director's designee, Customer shall provide manpower, equipment, and materials required for emergency restoration work (related to streets, public water lines, sanitary sewer lines, storm sewer lines, and street lights) for the Town of Addison.

PRICING

Compensation for the hourly work completed will be per the attached hourly pricing sheet located in Exhibit A.

CONTRACTOR:

CUSTOMER:

By: 

By: _____

Robbie Dupree
(Printed Name)

(Printed Name)

Title: Operations Manager

Title: _____

Date: 2/26/02

Date: _____





Construction C405-01-010

Exhibit A – Labor and Equipment Hourly Rates

LABOR RATES

Superintendent	\$ 40.00 /hour
Working Foreman	\$ 35.00 /hour
Skilled Laborer	\$ 24.00 /hour
Truck Driver	\$ 26.00 /hour
Operator	\$ 29.00 /hour
Multiplier for Overtime	1.5 /hour

Note: Due to the nature of maintenance and emergency restoration work, MasTec proposes completing the work on a time and materials basis with a four (4) hour minimum and a \$250.00 trip charge per call out. Time and material charges would begin when the crews left the MasTec yard and end when the crews returned to the yard. Overtime rates would be utilized on any work outside of normal work hours which are Monday thru Friday between the hours of 7 AM and 5 PM. Any materials and or subcontractors utilized, if any, would be billed at cost plus 15%. Attached is an hourly rate sheet, any items not on this sheet can be negotiated as needed. Locates of existing utilities will have to be performed and the City of Addison will need to help expedite getting locates on an emergency basis. Labor rates are based on eight hours per day and forty hours per week. Any work performed in excess of these hours will be charges at the regular time unit rate times the multiplier for overtime shown above.

EQUIPMENT RATES

1/2 to 1 Ton Truck	\$ 15.00 /hour
Dump Truck (5 Cubic Yard)	\$ 25.00 /hour
Dump Truck (15 Cubic Yard)	\$ 45.00 /hour
300 amp Welder	\$ 12.00 /hour
Cutting Torch w/out Gas	\$ 5.00 /hour
175 cfm Air Compressor w/Tools	\$ 20.00 /hour
3" Water Pump	\$ 5.00 /hour
3000 Watt Generator	\$ 5.00 /hour
580 Case Backhoe	\$ 30.00 /hour
Trench Box	\$300.00 /day
Street Plates	\$ 30.00 /day
Tilt Trailer	\$ 15.00 /hour
Electric Grinder	\$ 5.00 /hour
Electric Drill	\$ 5.00 /hour
Ditch Witch	\$ 35.00 /hour
Hole Hog	\$ 28.00 /hour
Haul Truck & Lowboy	\$ 50.00 /hour
Rammex Trumper Compactor	\$ 16.00 /hour
Rubber Tire Loader	\$ 45.00 /hour
Track Backhoe (65,000 lbs.or smaller)	\$ 65.00 /hour
D-4 Dozer	\$ 50.00 /hour
Air Blower	\$ 5.00 /hour
Hydra Hammer	\$ 46.00 /hour
Chain Saw	\$ 5.00 /hour
Gas Quickie Saw	\$ 5.00 /hour
Compaction Wheel for Backhoe	\$ 10.00 /hour
Boom Truck	\$ 45.00 /hour
Large Track Backhoe (over 65,000 lbs)	\$ 95.00 /hour
Light Tower	\$ 15.00 /hour
Arrow Board	\$ 15.00 /hour
Directional Bore Rig	\$200.00 /hour
Vacuum Trailer	\$125.00 /hour

AGREEMENT NUMBER: C 405-01-010

Federal Tax I.D. Number: 65-0829357

CONSTRUCTION AGREEMENT

This CONSTRUCTION AGREEMENT (hereinafter, "AGREEMENT"), executed this

26th day of February, 2001,

by and between

MasTec North America, Inc., a Florida Corporation

4747 Irving Blvd., Suite 221

Dallas, Texas 75347

Telephone: (214) 571-2500

Fax: (214) 571-2555

(hereinafter, "Contractor")
and

Town of Addison

16801 Westgrove Drive

Addison, Texas 75001-9010

Telephone: (972) 450-2879

Fax: (972) 450-2837

(hereinafter, "Customer")

In consideration of the mutual covenants and promises contained in this Agreement, Contractor and Customer agree as follows:

1. Contractor will perform the scope of Work as Customer's contractor as described on the attached Work Order(s) ("Work"). Contractor will perform the Work in accordance with the terms of this Agreement.
2. Customer may direct Contractor, in writing, to make changes to the Work. Adjustments, if any, in the contract price or the schedule of Work resulting from these changes will be set forth in a Change Order to the associated Work Order. The Change Order shall be fully executed prior to commencement of the changed or additional work.

3. Contractor will remove at its expense any trash, debris and surplus materials left over or resulting from the performance of the Work. Contractor will restore the work site(s) to original or better condition upon completion of the Work.
4. Contractor and its employees and agents will observe all safety, nondiscrimination, equal employment, drug and alcohol, business ethics and other rules and policies of Customer and all applicable laws, rules and regulations of any governmental authority in performing the Work, including without limitation those relating to safety and health, the environment, and labor and employment.
5. Contractor is engaged as an independent contractor and is not an agent or employee of Customer. Contractor acknowledges that this Construction Agreement is not exclusive and that Customer may, in its sole discretion, engage persons or entities other than the Contractor to carry out all or a portion of the Work or other work related thereto. Contractor will supply all labor, tools, equipment, vehicles, fuel and other materials necessary to properly perform the Work, other than those supplied by Customer. Contractor has full control and supervision of the performance of the Work. Contractor is responsible for scheduling Contractor's personnel, subject to the Customer's schedule of completion and other requirements. Contractor is solely responsible for payment of all compensation and benefits to its employees and others engaged by it to perform the Work and for all workers' compensation, unemployment compensation, health, life and disability insurance, social security and income tax withholding, and all other federal, state and local withholding taxes or other taxes, withholdings and payments due on account of such compensation.
6. Customer will pay Contractor for the Work properly performed and accepted by Customer at the prices described on the Work Order(s). Payment will be made by Customer to Contractor within thirty (30) days of receipt by Customer of Contractor's invoice and any documentation or data in support of such invoice as Customer may require. Any payment will constitute full and complete payment for all work performed by Contractor and identified in Contractor's invoice, but will not constitute acceptance of any defective work or materials.
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8. Contractor shall not be responsible for the removal of any hazardous materials or substances discovered on the Work site that are not the direct result of work performed by the Contractor; provided, however, that in the event Contractor discovers any hazardous materials or substances

at any Work site, Contractor shall immediately notify (by both oral and written means) Customer of the same. 'Hazardous materials or substances' means any chemical, material, air pollutant, toxic pollutant, waste, or substance which is (i) regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any law or regulation, or (ii) which could pose a hazard to the health and safety of any person. Contractor shall not install, store, use, treat, transport, discharge or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by its officers, employees, agents, contractors, or any other person of) any hazardous material or substance in connection with the Work or any part thereof. Contractor is and shall be liable and responsible for the removal of any such hazardous material or substances in connection with its work.

9. Either party will have the right to terminate this Agreement at any time upon giving fourteen (14) days written notice to the other party. Upon termination of this Agreement for any reason, Contractor will immediately cease all work and vacate the job site, and will return all tools, equipment, vehicles and materials supplied by Customer. Contractor will be compensated for all work properly completed prior to termination and accepted by Customer.
10. Any notice required by this Agreement will be effective and deemed delivered (a) three (3) business days after posting with the United States Postal Service when mailed by certified mail, return receipt requested, properly addressed and with the correct postage, or (b) one (1) business day after pickup by the courier service when sent by overnight courier, properly addressed and prepaid. Notices must be sent to the addresses set forth on the first page of this Agreement, unless either party notifies the other in writing of an address change, which will take effect three (3) business days after receipt (as defined in the preceding sentence) of the change by the receiving party.
11. This Agreement: (a) inures to the benefit of and is binding upon the parties and their respective successors and permitted assigns; (b) contains the entire agreement of the parties and supersedes any earlier or contemporaneous understanding or agreement; (c) may not be amended except by a writing signed by each of the parties; (d) may not be modified or waived unless in writing, and signed by a duly authorized representative of each party; and (e) is governed by the laws of the state where the Work is/was performed.
12. Contractor will defend, save and hold harmless Customer, its officials, officers, employees, agents and attorneys (both in their official and private capacities) from and against any and all suits, actions, causes of action, claims, regulatory proceedings, judgments, awards, penalties, costs, expenses, and/or fees (including, without limitation, attorneys fees) (together "Liabilities") for or in connection with any injury (including death) to any person, or any damage to or destruction of any property, or any other harm for which recovery of damages is sought, suffered by any person or organization, that may arise out of or from any acts or omissions of Contractor or its officers, employees, agents, subcontractors or other representatives in connection with this Agreement. The obligations of Contractor to Customer with respect to Liabilities asserted by third parties ("Third Party Claim") will be subject to the following terms and conditions: Customer will give Contractor prompt notice of any Third Party Claim, and Contractor will assume the defense, compromise or settlement thereof promptly by representatives of its own choosing, at its own cost and expense. No settlement will be agreed to without Customer's prior written consent, which consent will not be withheld unreasonably. Customer will cooperate with Contractor in the defense of any Third Party Claim. If Contractor does not promptly assume the

defense, Customer will (upon notice to the Indemnitor) have the right (but not the obligation) to defend, compromise or settle the Third Party Claim on behalf of and for the account and risk of Contractor, but this shall not relieve Contractor of its own obligations. Contractor's indemnification hereunder shall apply without regard to whether acts, errors, omissions or neglect of Customer would otherwise have made them jointly negligent or liable for such damage or injury, excepting only that Contractor shall not be obligated to so protect, defend, indemnify and hold harmless Customer if such damage or injury is due to the sole negligence of Customer. The provisions of this Paragraph 12 shall survive the termination or expiration of this Agreement.

13. Contractor at its own expense shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

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The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas, its officials, officers, agents, and employees as additional insureds; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison, its officials, officers, agents, and employees must be included in all such policies. Contractor shall maintain all liability policies required hereunder for at least 2 years following the termination or expiration of this Agreement.

All insurance policies shall be issued by an insurance company with an A.M. Best's rating of not less than A- and authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to Customer of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to Customer, evidencing all coverage above, shall be furnished to Customer prior to the Commencement Date, with complete copies of policies furnished to

Customer upon request. Customer reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

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16. Contractor shall at all times exercise reasonable and prudent precautions for the safety of its employees, agents, and others (including, without limitation, members of the public) in, on or near the Work or any portion thereof and shall comply with all applicable provisions of federal, state, and local safety laws, building and construction codes, traffic safety laws, and all other applicable laws or regulations. Contractor shall provide guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

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- (c) Contractor shall not assign, convey, or otherwise transfer, nor has the authority or power to assign, convey, or otherwise transfer, any of its rights, duties or obligations under this Agreement.

(d) If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

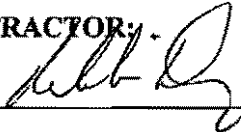
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(f) Time is of this essence of this Agreement.

18. Contractor shall comply with the minimum wage scale (general prevailing wage rates) and equipment hourly rates as set forth in Exhibit A attached hereto and incorporated herein.
19. Customer shall have the right to require the Contractor to furnish, and Contractor shall promptly furnish, a surety bond or bonds as security for and covering (i) the faithful performance by Contractor of this Construction Agreement (including, without limitation, any Work Order) (such bond(s) being generally referred to as a "performance bond"), and (ii) the payment of obligations and all persons performing labor under this Construction Agreement (including, without limitation, any Work Order) (such bond(s) being generally referred to as a "payment bond"), and (iii) the maintenance of Contractor's Work or any portion thereof for a period of one (1) year(s) following the final completion and acceptance of any such Work (such bond(s) being generally referred to as a "maintenance bond"). Such bond or bonds shall be in form and content (including, without limitation, the amount of the bond(s)) acceptable to Customer and issued and executed by a surety company satisfactory to Customer.

Additional terms and conditions applicable to this Agreement, if any, are set forth on the Work Order(s).

CONTRACTOR:

By: 

Robbie Dupree
(Printed Name)

Title: Operations Manager

Date: 2/26/02

CUSTOMER:

By: _____

(Printed Name)

Title: _____

Date: _____

RM



AGREEMENT NUMBER: C405-01-010

WORK ORDER NUMBER: 001

WORK ORDER

This WORK ORDER, executed this 26th day of February, 2001, by and between

Contractor

Customer

MasTec North America, Inc., a Florida Corporation.

Town of Addison

4747 Irving Blvd., Suite 221

16801 Westgrove Drive

Dallas, Texas 75247

Addison, Texas 75001-9010

Contractor acknowledges that it has visited the site(s), has visually inspected it and is familiar with the general and local conditions of the Scope of Work listed below.

SCOPE OF WORK

At the request of the Director of Public Works of the Town of Addison or the Director's designee, Customer shall provide manpower, equipment, and materials required for emergency restoration work (related to streets, public water lines, sanitary sewer lines, storm sewer lines, and street lights) for the Town of Addison.

PRICING

Compensation for the hourly work completed will be per the attached hourly pricing sheet located in Exhibit A.

CONTRACTOR:

CUSTOMER:

By: 

By: _____

Robbie Dupree
(Printed Name)

(Printed Name)

Title: Operations Manager

Title: _____

Date: 2/26/02

Date: _____





Construction C405-01-010

Exhibit A – Labor and Equipment Hourly Rates

LABOR RATES

Superintendent	\$ 40.00 /hour
Working Foreman	\$ 35.00 /hour
Skilled Laborer	\$ 24.00 /hour
Truck Driver	\$ 26.00 /hour
Operator	\$ 29.00 /hour
Multiplier for Overtime	1.5 /hour

Note: Due to the nature of maintenance and emergency restoration work, MasTec proposes completing the work on a time and materials basis with a four (4) hour minimum and a \$250.00 trip charge per call out. Time and material charges would begin when the crews left the MasTec yard and end when the crews returned to the yard. Overtime rates would be utilized on any work outside of normal work hours which are Monday thru Friday between the hours of 7 AM and 5 PM. Any materials and or subcontractors utilized, if any, would be billed at cost plus 15%. Attached is an hourly rate sheet, any items not on this sheet can be negotiated as needed. Locates of existing utilities will have to be performed and the City of Addison will need to help expedite getting locates on an emergency basis. Labor rates are based on eight hours per day and forty hours per week. Any work performed in excess of these hours will be charges at the regular time unit rate times the multiplier for overtime shown above.

EQUIPMENT RATES

1/2 to 1 Ton Truck	\$ 15.00 /hour
Dump Truck (5 Cubic Yard)	\$ 25.00 /hour
Dump Truck (15 Cubic Yard)	\$ 45.00 /hour
300 amp Welder	\$ 12.00 /hour
Cutting Torch w/out Gas	\$ 5.00 /hour
175 cfm Air Compressor w/Tools	\$ 20.00 /hour
3" Water Pump	\$ 5.00 /hour
3000 Watt Generator	\$ 5.00 /hour
580 Case Backhoe	\$ 30.00 /hour
Trench Box	\$300.00 /day
Street Plates	\$ 30.00 /day
Tilt Trailer	\$ 15.00 /hour
Electric Grinder	\$ 5.00 /hour
Electric Drill	\$ 5.00 /hour
Ditch Witch	\$ 35.00 /hour
Hole Hog	\$ 28.00 /hour
Haul Truck & Lowboy	\$ 50.00 /hour
Rammex Trumper Compactor	\$ 16.00 /hour
Rubber Tire Loader	\$ 45.00 /hour
Track Backhoe (65,000 lbs.or smaller)	\$ 65.00 /hour
D-4 Dozer	\$ 50.00 /hour
Air Blower	\$ 5.00 /hour
Hydra Hammer	\$ 46.00 /hour
Chain Saw	\$ 5.00 /hour
Gas Quickie Saw	\$ 5.00 /hour
Compaction Wheel for Backhoe	\$ 10.00 /hour
Boom Truck	\$ 45.00 /hour
Large Track Backhoe (over 65,000 lbs)	\$ 95.00 /hour
Light Tower	\$ 15.00 /hour
Arrow Board	\$ 15.00 /hour
Directional Bore Rig	\$200.00 /hour
Vacuum Trailer	\$125.00 /hour