

ADDĪSON		7-22-0	2 <sup>JOB NO.</sup>
		ATTENTION	
Fublic Works / Engineering 6801 Westgrove • P.O. Box 9010		Construc	tun Agreement
ddison, Texas 75001			
elephone: (972) 450-2871 • Fax: (	972) 450-2837		
1			
O Josh Thoma Mas Tec	<u>'</u>		
Mas Tec		TO THE RESERVE THE PROPERTY OF	,
<u>Dallas</u>	<u> </u>	MANAGAAAAAAA	
ENTLEMAN:			
WE ARE SENDING YOU	Attached 🗆 Und	er separate cover via	the following items:
☐ Shop Drawings	☐ Prints ☐ Plar	ns □ Samples	☐ Specifications
☐ Copy of letter	☐ Change order ☐		
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☐ For approval  ★For your use	☐ Approved as submitted		copies for approvalcopies for distribution
☐ As requested	<ul> <li>□ Approved as noted</li> <li>□ Returned for corrections</li> </ul>		
☐ For review and comment		T Letain	corrected prints
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any to Mike Murph	. <del></del> .		

Mike Murphy Robin Jones Kerth Thompson

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

LETTER OF TRANSMITTAL



2.

<b>AGREEMENT</b>	NUMBER:	C 405-01-010	
			•
Federal Tax I.D.	Number: 65	5-0829357	

#### **CONSTRUCTION AGREEMENT**

	26 <sup>th</sup>		day of	February	, 2001,
			by and between	en	•
		<u>MasTe</u>	MasTec North America, Inc., a Florida Corporation		
		HIII.AAAAA	4747 Irving Blvd., S	uite 221	
			Dallas, Texas 75	347	,
		Telephone:	(214) 571-250	00	
		Fax:	(214) 571-255	5	
			(hereinafter, "Contr and	actor")	
		Town of Addison			
		######################################			
	Telephone:	(972) 450-287	9		
		Fax:	(972) 450-283	7	
			(hereinafter, "Custo	omer")	
	nsideration of mer agree as fo		venants and promises	contained in this Agree	nent, Contractor
		(s) "("Work")".		tomer's contractor as desc from the Work in accordan	
	in the contra- Change Orde	ct price or the ser to the associa	schedule of Work resu	ke changes to the Work. Iting from these changes Change Order shall be fi	will be set forth

- 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.
- 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 <u>Exhibit A</u> 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:	CUSTOMER:
By: All- D	By: Kowkither
Robbie Dupree	Ron Whitehead
(Printed Name)	(Printed Name)
Title: Operations Manager	Title: City Manager
Date: 2/26/02	Date: 03/19/02





	AGRE	EMENT NUMBER:	C405-01-010
	WOR	K ORDER NUMBER	.:001
$\underline{\mathbf{w}}$	ORK O	RDER	
This WORK ORDER, executed this 26 <sup>th</sup>	_day of	February , 2	001, by and between
Contractor		<u>Customer</u>	
MasTec North America, Inc., a Florida Corporation	<u>n.</u>	Town of A	ldison
4747 Irving Blvd., Suite 221	<del></del>	16801 Wes	tgrove Drive
Dallas, Texas 75247	<del></del>	Addison, To	exas 75001-9010
Contractor acknowledges that it has visited the sit local conditions of the Scope of Work listed below		isually inspected it and	d is familiar with the general and
SC	OPE OF	<u>work</u>	•
(related to streets, public water lines, sanitary Town of Addison.	sewer lin	es, storm sewer lines	s, and street lights) for the
	PRICIN	IG	
Compensation for the hourly work completed will be			sheet located in Exhibit A.
CONTRACTOR:  By:  Robbie Dupree (Printed Name)		CUSTOMER:  By:(Pr	inted Name)
Title: Operations Manager		Title:	
Date: 2/26/02		Date:	

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#### 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 Tramper 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





#### PUBLIC WORKS DEPARTMENT

(972) 450-2871 FAX (972) 450-2837

Post Office Box 9010 Addison, Texas 75001-9010

March 26, 2002

16801 Westgrove

Mr. Trip Brizell Capital Programming Senior Manager Dallas Area Rapid Transit P.O. Box 660163 Dallas, TX 75266-0163

Re: Brookhaven Club Drive Restoration

Dear Mr. Brizell:

Farmers Branch has awarded a construction contract for the above referenced project, part of which will be built in The Town of Addison. The Town has agreed to pay for its share of the cost out of DART LAP/CMS funds.

Accordingly, this is to request a check for our portion of the project in the amount of \$59,053.50 that was set up with our recent funding application.

Your attention to this matter will be most appreciated.

Very truly yours,

Town of Addison

James C. Pierce, Jr., P.E.

Assistant Public Works Director

cc: Chris Terry, Assistant City Manager Michael E. Murphy, P.E., Director of Public Works Sandra Goforth, Accounting Manager Milce review for

DATE SUBMITTED: March 4, 2002 FOR COUNCIL MEETING: March 12, 2002

Council	Agenda	Item:
	50.7	

#### **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.



2.

<b>AGREEMENT</b>	NUMBER:	C 405-01-010
Federal Tax I.D.	Number: 6	5-0829357

	26 <sup>th</sup>	MAA.	day of	February	, 2001,
			by and between		•
		MasTec North America, Inc., a Florida Corporation			
			4747 Irving Blvd., Sui	te 221	
			Dallas, Texas 753	47	
		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, "Custom	er")	
	sideration of the ner agree as follo		ants and promises co	ontained in this Agree	ement, Contractor and
l.		"('Work')". C		mer's contractor as des n the Work in accorda	
2.	in the contract : Change Order t	price or the sch o the associated	edule of Work result	e changes to the Work. ing from these changes Change Order shall be i	s will be set forth in a

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- Contractor will defend, save and hold harmless Customer, its officials, officers, employees. 12. 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 <u>Exhibit A</u> 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;	CUSTOMER:
By: July &	Ву:
Robbie Dupree (Printed Name)	(Printed Name)
Title: Operations Manager	Title:
Date: 2/26/02	Date:





AGE	EEMENT NUMBER: C405-01-010
woi	RK ORDER NUMBER:001
WORK (	<u>ORDER</u>
This WORK ORDER, executed this 26 <sup>th</sup> 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 local conditions of the Scope of Work listed below.	visually inspected it and is familiar with the general and $\sim$
SCOPE O	F WORK
(related to streets, public water lines, sanitary sewer li Town of Addison.	nes, storm sewer lines, and street lights) for the
PRIC	ING
Compensation for the hourly work completed will be per the	
By: Robbie Dupree (Printed Name)	CUSTOMER:  By:
Title: Operations Manager	Title:
Date:2/26/02	Date:

P

#### 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
Holc Hog	\$ 28.00 /hour
Haul Truck & Lowboy	\$ 50.00 /hour
Rammex Tramper 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 Backhoc	\$ 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
	•



# ::MasTec

#### **COMPANY INFORMATION**

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#### **General Information**

MasTec, Inc. (MasTec) is one of the preeminent end-to-end network service providers in North America. MasTec engineers, builds, installs and maintains internal and external networks supporting the internet, internet related applications, and other communications facilities for leading telecommunications, cable television, Fortune 500 corporations and energy companies. MasTec was established in 1994 with the combination of Church & Tower, Inc., a Bell South Master Contractor, and Burnup & Sims, a master contractor providing services to the cable television industry. Since the combination of these two companies, MasTec has expanded its existing operations and acquired numerous other talented companies throughout North America. MasTec has grown to a corporation with over ten thousand employees and one billion dollars in yearly revenue.

In a market populated by hundreds of small enterprises, we have the financial strength, the skills, and the resources to get the job done. We know how to achieve valuable operating synergies with our specialized divisions which can design systems, lay fiber, install the networks, connect the conductors, build the substations, bury the pipelines, and erect the towers. Then we maintain it all. Our people work with a powerful team spirit and we support them with leading-edge training programs that enable us to adopt the newest technologies.

Mastec realizes that as utility systems become more complex and companies expand their capacities and convergence issues, the demand for providers of network integration will increase significantly. By controlling the management of time, vendors, and personnel, MasTec will produce quality results and minimize costs, which are fundamental if not critical to the success of any project. Management of the schedules, budgets and work process, as well as the planning, staging, and expedition of the installation process are familiar tasks we have successfully accomplished many times in the past, and can confidently assure continued success. Our vision is to maintain a leadership role in the utility industry that will assist our customers in meeting their needs.

MasTec maintains over 200 facility locations, from the Arctic to the Gulf of Mexico, to cover all the varying needs of our customers. MasTec has established eight (8) service lines and employs over 10,000 employees to meet the varying demands of the telecommunications, intelligent highway, and energy industries.

#### MasTec At A Glance

Founded in 1969

Traded on the NYSE (MTZ)

Fortune 1000 Company

# 1 Hispanic Business as ranked by Hispanic Business Magazine

**# 5 Specialty Contractor by ENR Magazine** 

10,000 team members

200 service offices in US, Canada, and Brazil

E. L. Dalton & 60 1997

550 employees in DFW

Mastec #1
Two years in a row

# The 2000 HISPANIC BUSINESS DURGETORY

	nk 1999	Company & Location	CEO		Marabas of Emalovaes	Year Started	1969 Rev.*
,		AGE WEST OF THE	h make				
•	1	MasTec Inc.*, Mismi, Ft.	Joel Citron	Telecomm infrastructure se			\$1,100.00
2	2	Bert Automative Network, Englewood, CO	Llayd G Chaver	Automotive sales & svcs.	1,184		\$1,003.45
3	3	Goya Foods Inc., Secuncus, NJ	Joseph A Unanua	Hispanic ford mfg & mktg.	2,500	1936	\$585.00
4	4	Ancira Exterprises Ide., Sen Antonio, 1X	Ernesto Ancira Jr.	Automotive salex & svcs	500	1983	\$525.00
5	5	International Sancaharus Corp. *. Laredo, IX	Dennis E. Nixon	Financia! svcx.	1,400	1965	\$401.70
6	*	Pan American Hosp. Pon Amer. Med. Cirs., Mrami, FL	Roberto Tajidar	Healthdace svcs	2,693	1963	\$339.28
7	9	Elder Ford', Troy, Mi	Irma B Elder	Automotive sales & svcs.	111	1967	\$329.41
8	8	Zadana's Separmarkets, Miami, Fi.	Manuel & Hetran	Supermarket chain	1,800	1962	\$311.50
9	7	The Related Group of Florida, Miams, Ft.	Joige M. Perez	Apol estate devel	200	1979	\$303,00
10	Б	Psebla Holdings Corp., Los Angeles, CA	Kuga Personta	Молдада ікпалу & экстэпсе	sves 2,200	1995	\$283 00
51	10	Lloyd A. Wixe Cox.!, Cakland, CA	Anthony A. Batarso Jr	Automobwe sales & svcs	216	3914	\$262.00
12	12	Supreme International Corp. 4, Miams, FL	Goorge Feldenkrais	Men's apparel design & wh	51, 4 <b>4</b> 1	1967	\$724,40
13	22	Motion Healthcare Inc.: Long Beach, CA	J. Mario Molina	Healthcare sucs	450	1980	\$180,00
14	•	Allan Vigil's Southlake Ford, Jonesboro, CA	M. Allan Vigil	Automotive sales and sves.	257	1981	\$181.89
15	20	McBride and Associates Inc., Albequerque, IIM	Terosa McBride	Computer prode. & sycs.	235	1985	\$175.00
16	14	Mexican Industries Inc., Detroit, MI	Pamela Aguirre	Automotive soft tren mig.	1,500	1979	\$170.97
17	24	Complex Inc., Carona, CA	Monica E. Gercia	Telecomm, aquip, & sales	172	1989	\$170.00
18	23	Physicians Healthcare Plans Inc., Coral Gables, Fl.	Miguel B. Fernandoz	Managed healthcare sucs.	52\$	1993	\$160.00
13	19	Hamilton Bancorp loc.*, Miarre, Ft.	Eduardo A. Masferrer	Commercial banking	258	1988	\$154.68
20	21	Lapez Foods Inc., Oklahoma City, OK	John C. Lopez	Mest pred, mlg.	332	1989	\$150.70
21	18	Avanti/Case-Hoyt, Miami, FL	Jose Amola	Communcial printing aves.	1,050	1967	\$147.00
22	27	Government Micro Resources Inc., Manassas, VA	Humharto A. Pujals	Syst. imegration/comp. what	& mlg. 263	1981	\$138,00
23	17	HUSCO International Inc., Waukeshe, WI	Agustin A. Bamirez	Hydraulic controls mig.	700	1985	\$135.00
24	30	Barrett Holdings Inc./, San Antonio, TX	Charles T. Barrett Jr.	Autompiere sales & sucs.	191	1993	\$128.54

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www.Hispark/Dosignas.com

## Alispanica Business 500

# Public Companies Push the Envelope

The seven public companies on the Rispanic Eusiness 500 show a talent

By Joel Russell

for playing the merger and acquisition game.

tven companies on the Histanic Business 500 trade on public exchanges. Not surprisingly, they all come from among the 100 largest firms on the list, with an average revenue among them of \$209.7 million. Five of the seven public companies come from Fiorida, with California and Texas each contributing one to the total.

Most of these Hispanic public companies are conglomerates or the product of mergers. Sergio Pino, CEO of publicly traded residential contractor Century Builders in Miami, says he started his company three years ago with \$60 million in private equity, which he used to buy a lamber company, an air conditioning company, and more than 40 housing projects. One acquisition was Weltzer Homebulklers, a public company.

"It's a lot more work, but it's very challenging," he says of the transition to running a public company. "And it opens opportunities to raise public money in the future. We raised \$60 million from friends, but my friends don't have any more money."

MasTec, the largest company on the HESPANIC BUSINESS 500 and the only one to trade on the New York Stock Exclange, also became a public construction firm via merger (see "Management Styles of the Mega-Moneymakera," June 1999). However, the trend stretches beyond the construction sector. Omega Research, a former software firm, has bought up com-

panies during its move online, going public in the process. Today Omega provides real-time trading tools to active online securities traders.

This transition began with our merger with Window On Wall Street, "co-chairman Bill Cruz told shareholders in February. "This gave us control of the Financial Data Cast Network, one of the Internet's most sophisticated streaming resime quote services. The rapid integration that followed laid the groundwork for [the] highly successful launch of WindowOnWallStreet.com. ... With January's announcement of our pending merger with OnlineTrading.com, we have all the necessary pieces to create the Internet's premier direct access online broker and to deliver on our vision."

Mr. Cruz faces one of the toughest tasks for the CEO of a public company, as Omega expects to lose money during its transition to an online business model. "The timetable for our strategy to become the leading online broker for the active trader, including our merger with OnlineTrading.com, remains on schedule," he says.

Subscriptions for Omega's WindowOnWallStreet.com reached 6,000 in its first 10 weeks online, but the company expects to grow revenues by aggressively marketing the service to its client customer base of more than 40,000 names. Likewise, Mr. Pino has set his sights on geographical expansion. He plans to expand northward from Miami to Fort Myers, Orlando, and Naples, Florida, and eventually to open shop in Texas.

#### Public Companies on the Researc Business 500

HB 500 Rank	Company/ Location	Exchange/ Symbol	Current Price	52-Week Low/High
ŧ	MasTec Inc. Mismi, Fl.	NYSE MTZ	\$26.06	\$21/\$90
5	International Bancaharas Corp. Laredo, TX	Nasdaq iBOC	\$40	\$35.40/\$47.75
12	Supreme International Inc.* Miami, FL	Nasdaq NM PERY	\$10,12	\$9.50/514.75
19	Hemilton Bancorp Inc. Mismi, FL	Nasdaq HABK	\$16,94	\$13.50/\$27.25
73	United PanAm Financia) Corp. San Mateo, CA	Nasdaq NM UPFC	\$0,94	\$0.75/\$4.94
72	Century Builders Group' Miami, FL	OTC' WTZRA	\$1.37	\$1.25/\$2.81
94	Omege Research Inc.	Nasdaq NM OMGA	\$4.12	\$3.50/513.75

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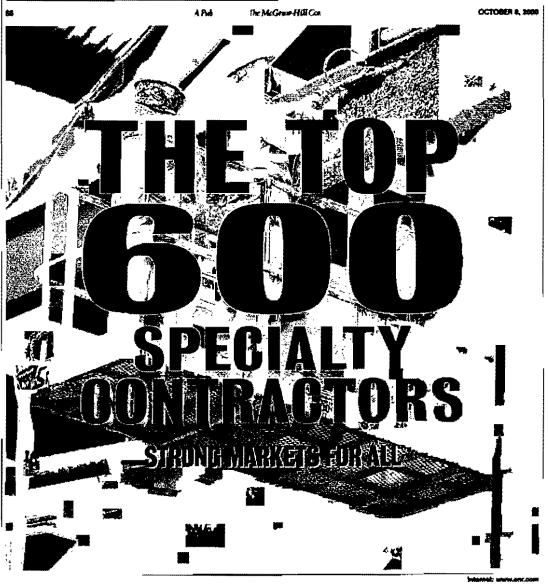
Reprinted with permission from Market Bruness." June 2000.

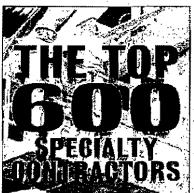
#### THE CONSTRUCTION WEEKLY



► LABOR: Virginia, Maryland at odds over proposed union-only project labor agreement for \$2-billion Woodrow Wilson Bridge

➤ AGENCIES: New York City plans to overhaul its buildings department, in wake of criminal indictments





#### HOW TO USE THE TABLES

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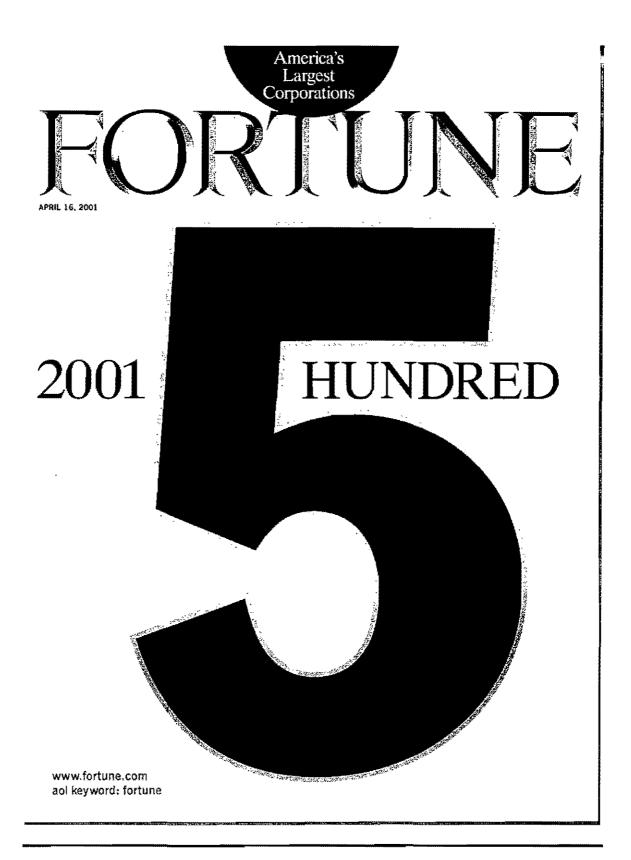
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ø	Motor City Electric Co., Betroit, Mich.	E	165.0	207.2	27	20	5	31	1	1	•	15	

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#### **COMPANY INFORMATION**

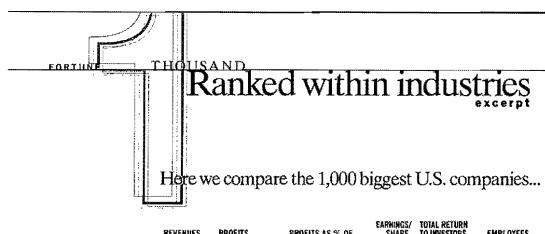
#### **MasTec**

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	1000 DEVERHE	- Sens
RANK FIRM	3 DIL	203-190
1 MasTec Inc., Miami, Fla.	1,059.0	+1
2 Quanta Services Inc., Houston, Texas	551.1	+109
3 Henkels & McCoy Inc., Blue Bell, Pa.	390.7	-17
4 Exelon Infrastructure Services, Philadelphia, Pa.	241.4	NA
5 UTILX Corp., Kent, Wash.	105.1	+33
6 Kearney Development Co. Inc., Tampa, Fla.	85.5	+17
7 Garney Cos. Inc., Kansas City, Fla.	71.3	+54
8 RCI Construction Group, Sumner, Wash.	66.1	+27
Davis H. Elliot Co. Inc., Roanoke, Va.	51.6	-8
10 Performance Site Management, Columbus, Ohio	28.7	r <b>NA</b>
11 Kimmins Contracting Corp., Tampa, Fla.	27.3,	-8
12 Cullum Construction Co. Inc., Dallas, Texas	27.1	+2
13 Borderland Construction Co. Inc., Tucson, Ariz.	21.9	NA.
14 Valverde Construction Inc., Santa Fe Springs, Calif.	21.6	0
15 Bryant Electric Co. Inc., Archdale, N.C.	19,9	+10
16 Utility Contracting Co. Inc., Sparta, Mich.	17.0	+13
17 Johnson-Davis Inc., Lantana, Fla.	16.9	-3
18 Capital Electric Construction Co. Inc., Leavenworth, Kan.	15.7	1
19 Stark Excavating Inc., Bloomington, ill.	15.1	<b>I</b>
20 Gaines & Co. Inc., Hunt Valley, Md.	15.0	+14



www.:MasTec.com





		HEAEHU		PROFITS			S AS %		SHARE	to investor:	
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FLUOR	175	11,056	(11)	124 11	18 13	1 22	<b>3</b> 20	8 22	(I) (3	4 14 6	17 49.113 2 (
CENTEX	302	5,958	16	257 2	17 15	4 12	5 12	18 10	15 E	16 5 51	12 13,388 7
PETER KIEWIT SONS'	358	4.823	20	179 7	9 17	4 15	13 2	26 3	-		11,148 10 (
LINKAR	365	4,707	51	229 3	73 10	5 30	8 14	19 6	<b>23</b> 3	30 2 124	2 7,140 17
PULTE	403	4,159	11	189 - 6	B 18	\$ 11	7 11	15 14	2Z 4	26 4 59	8 5,200 18
FOSTER WHEELER	470	3,459	1	39 22	,	1 23	1 23	11 19	(1) 12	(11) 16 (28)	21 10,170 12
K8 HONE	42€	3,931	2	210 🕹	42 7	5 7	7 7	32 2	15 7	16 7 41	14 3,500 21
D.R. HORTON	144	3.634	16	182 5	20 12	5 3	3 6	20 6	***	ps	7 3,631 20
EMCOR GROUP	<b>\$</b> \$}	3,460	26	40 21	44 5	1 21	3 21	17 17	****	40	15 22,000 4
JACOBS ENGINEERING CRP.	475	3,419	19	51 18	(22) 21	1 19	4 18	10 20	12 9	14 9 42	13 23,559 3
RYLAND GROUP	5.24	2,332	16	82 15	23 11	4 (6	<b>6</b> 19	16 9	14 8	13 H 78	9 1,462 24
NVR	627	2.317	15	158 B	45 4	7 5	19 I	54 1	-	159	1 2,752 22 8
URS	651	2,206	55	50 19	36 9	2 :8	3 19	16 12		17 6 (32)	19 15,900 5
CHAMPION ENTERPRISES	721	1,522	[23]	(3.47) 27	(394) 25	(8) 26	(16) 27	(50) 27		12 12 (68)	24 12,000 9 (
TOLL BROTHERS	755	5.814	24	146 9	44 5	8 2	7 8	20 7	28 2	32 3 218	3 2,479 25
<b>DUANTA SERVICES</b>	/64	1,793	94	106 13	95	6 5	6 16	10 31	_		10 12,250 8
MOC ROLDINGS	762	1.752	12	123 12	38 8	7 4	12 3	2€ ÷	30 1	62 L 133	5 1,724 25
INTEGRATED ELCTROL. SYC	S. 610	1,872	61	21 23	(56) 22	1 20	2 22	4 22		— (AI)	23 15,500 5
COMPORT SYSTEMS USA	851	1,553	13	8 24	(82) 23	0 34	1 22	2 21	***	- (71)	25 10,853 12
BEAZER HOMES USA	859	1,528	10	44 20	16 14	a :7	6 13	16 13	A	10k	6. 1,031 26
COMFORT SYSTEMS USA BEAZER HOMES USA IT GROUP	895	1,447	10	2 25	(95) 24	ó 25	0 25	1 25	****	(4) 15 (45)	23 7,590 15
GRANITE CONSTRUCTION	936	1.348	1	56 17	5 49	4 ()	\$ ŏ	<b>t5</b> 15	11 10	13 10 59	11 4,852 19 1
MASTEC	945	1.330	26	55 lS	46 ]	5 9	7 10	I2 17		(33)	20 9,880 13
STANDARD PACIFIC	019	1,322	10	100 14	47 2	<b>8</b> 3	∌ 5	21 5		118	4 917 27
CLAYTON ROMES	958	1.293	<b>(4)</b>	144 10	(7) 20	11 1	10 4	14 15	13 2	15 8 26	16 7,429 16
GAKWOOD HOMES	963	1,284	(19)	(121) 25		(9) 27	(11) 25	(30) 25		(14) 17 (80)	26 9,535 14 (
TOTAL CCC MAN	T	18,101	T.	2.849			. Sactor	TO THE WALLS		GVALUE	35 M 112
MEDIAX	***********	2,298	13 .	100	15	4		15	15	14 42	1,535

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**MasTec** 

Building the eWorld

#### **Management Team**

MasTec has assembled a dedicated management team with the experience and knowledge to complete any project. Our team's technical expertise is further demonstrated by our management ability in the design, construction, and logistics associated with the daily activities unique to utility projects. MasTec's management team is trained to identify key milestones, schedule dates, and any special procedure required for the preparation of each site or project well in advance of actual construction, and to meet challenges that accompany the design-build functions of this industry. After decades of experience, MasTec has a successful record in project development and construction management and is a leader in turnkey projects. This experience has given MasTec a complete understanding of customers' needs and concerns from an owner's perspective. Listed below are biographies of some of the key members of the management team.



Austin Shanfelter
President and Chief Executive Officer

Prior to being named President and CEO, Mr. Shanfelter served as MasTec's COO from March 2000 until August 2001. Prior to being named Chief Operating Officer, he served as President of our Broadband Services group from January 1997. Mr. Shanfelter has been in the datacom infrastructure industry since 1981. Mr. Shanfelter has been a member of the Board of Directors of the Power and Communications Contractors Association (PCCA), an industry trade group, since 1993. He is also the Chairman of the Cable Television Contractors Council of the PCCA. Mr. Shanfelter is also a member of the Society of Cable Television Engineers since 1982 and the National Cable Television Association since 1991.



Carmen M. Sabater Executive Vice President & Chief Financial Officer

Carmen M. Sabater has been Chief Financial Officer since May 1999 and Executive Vice President since February 2001. From 1994 until May 1999, Ms. Sabater was our Controller. Prior to joining us, Ms. Sabater was a Senior Manager with Deloitte & Touche, a public accounting firm.



Jose R. Mas Executive Vice President & Business Development

Prior to being named as Executive Vice President of Business Development, Mr. Mas served as President of Local Exchange Network Services. Mr. Mas is a graduate of the University of Miami, where he obtained a Bachelor of Business Administration and a Master of Business Administration with specialization in International Business.



Jose Sariego
Senior Vice President and General Counsel

Jose Sariego has been our Senior Vice President and General Counsel since September 1995. Prior to joining us, Mr. Sariego was Senior Corporate Counsel and Secretary of Telemundo Group, Inc., a Spanish language television network, from August 1994 to August 1995. From January 1990 to August 1994, Mr. Sariego was a partner in the Miami office of Kelley Drye & Warren, an international law firm.



Dennis Edwards Group President

Mr. Edwards' primary focus is on energy services. Prior to being named Group President, he was President and COO of Weeks Construction, which MasTec acquired in November 1997. Mr. Edwards has worked in the energy services field since 1969 in various engineering and management positions. Mr. Edwards is a member of the Power & Communications Contractor's Association, Institute of Electrical and Electronics Engineers, and North Carolina Citizens for Business & Industry.



Mike W. Hunter Group President

Mr. Hunter's primary focus is on intelligent traffic services (ITS). Prior to being named Group President, he was President and COO of M.E. Hunter & Associates, Inc., which MasTec acquired in January 1998. Mr. Hunter has over twenty years experience in the highway industry providing infrastructure service and communication systems including CCTV, video detection, computerized signing systems and computerized traffic control systems.



Robert W. Pine Group President

Mr. Pine's primary focus is in broadband service. Mr. Pine has contributed to the strategic acquisition process to build Broadband Services as well as the implementation of administrative and operational procedures. Mr. Pine was a practicing certified public accountant for 20 years prior to entering the Broadband industry. Mr. Pine received a Bachelor of Science in Accounting from St. Bonaventure University and is a member of the Power and Communication Conctractors Association.



Gary Tarr Group President

Mr. Tarr focuses on Wireless, Switching & Access, and Enterprise Networks services. Prior to joining MasTec, Mr.Tarr was Vice President-Central region for Exodus Communications Inc., the world's largest web-hosting company. Prior to Exodus, Mr. Tarr was President and Chief Executive Officer of American Information Systems, Inc. (AIS), a provider of internet and intranet based business solutions. Exodus acquired AIS in 1999. For nearly 20 years prior to AIS, Mr.Tarr worked at Cyborg Systems Inc., a payroll and human resource software vendor, the last four years as President and Chief Operating Officer.



Jim W. Wilde Group President

Mr. Wilde's focus is telecom services. He oversees the implementation of fiber optic networks through turn-key services, project management, and network development. Prior to joining the MasTec family in July of 1997, he was stockholder and Vice President of Operations of Wilde Construction, Inc. and Northland Contracting, Inc., as well as owner of Wilde Optical Services, Inc. Mr. Wilde has over 25 years of hands-on experience in the telecommunications and underground utility industry.

#### **MasTec Service Lines**

MasTec is organized around its clients to better serve them - providing a suite of end-to-end services to the communications and energy industries. Led by seasoned professionals, MasTec's service lines are designed to provide expertise in specific industries and focus on the needs of current and prospective clients in those industries.



#### Switching, Access and Monitoring Services

MasTec works in partnership with communication companies, competitive local exchange carriers, wireless carriers and Internet Service providers to expand and upgrade its distribution systems. By doing this, we are able to incorporate vastly greater speed and bandwidth. We design, engineer, install, and manage the switching, transmission, and power equipment for the communication service providers.



#### Inter-Exchange Network Services

MasTec provides a full complement of services needed to implement fiber optic networks. From city to city, we connect the local communication loops which serve most metropolitan and urban areas. These critical networks form the backbone of the Internet and high capacity datacom services.



#### Local Exchange Network Services

MasTec designs and builds the fiber optic and copper communication infrastructure that connects businesses and homes throughout metropolitan areas. Our clients, the incumbent telecom companies (ILECs) and new local exchange carriers (CLECs), use these facilities to offer advanced voice, data, and Internet services to their customers.



#### **Broadband Services**

MasTec plans, engineers, installs, and monitors fiber optic networks that deliver cable television, interactive video, and high speed Internet access to the home. These services meet the increased consumer demand for entertainment and information services, which is increasing at a tremendous rate.



#### Wireless Services

MasTec provides turnkey installation and maintenance services to keep pace with the explosive growth in wireless communication. Whether it is CDMA, TDMA, GSM, MMDS, or LMDS technology, MasTec provides the infrastructure installation solution. Our services include site acquisition, placement of antennas and associated cabling, design and construction of towers and antenna mounts, and installation of transmission equipment and shelters.



#### Intelligent Traffic Services

MasTec installs and maintains state-of-the-art variable message signs, closed circuit video cameras, and electronic sensors into central control centers to speed traffic flow and provide early warning of potential delays. This technology improves highway safety, increases efficiency, and reduces pollution.



#### **Enterprise Network Services**

MasTec designs, installs, monitors, and maintains integrated voice, data, and video networks for Fortune 500 companies, universities and schools, and government agencies. MasTec can provide the entire infrastructure required for an organization's local network, wide area network, and interfaces to the Internet and intranet. Systems integration and consulting resources within the company assure that customers will have reliable network solutions to meet their end-to-end business needs.



#### **Energy Services**

MasTec designs and builds distribution systems for electric, gas, and pipeline companies as well as intercity fiber optic communications along the same right-of-ways. These installation and maintenance services are of critical importance to energy companies as they deal with a deregulated marketplace.

#### **Customer Relationships**































Qwest.























Cisco Systems

















TIME WARNER



### LOCAL EXCHANGE NETWORK SERVICES



### **General Information**

Local Exchange Network Services is one of the eight service lines MasTec operates. Local Exchange Network Services was formed to meet the needs of telecommunications providers, energy companies, and governmental agencies. We provide engineering and construction services to incumbent telco's and the new competitive local exchange carriers (CLEC's) allowing them to offer new high speed voice, data, and internet services to their customers. We also provide construction services to the energy industry including gas and electric installation. We offer a turnkey solution to our customers from the initial design and engineering phase thru the final documentation phase and all points in between. Our services include route development, right of way acquisition, engineering, permitting, materials procurement, and construction through trenching, directional bores up to a mile in length, aerial cable installation, splicing, acceptance testing and as-built documentation.

Local Exchange Network Services maintains offices throughout the United States to meet the demands of our customers. MasTec owns and operates all the necessary equipment to complete any project. Listed below is just a snapshot of the equipment resources has in the MasTec Local Exchange, MasTec InterExchange, and MasTec Broadband service lines. Additional resources are available from our regional subcontractor relationships also MasTec will rent additional equipment as needed.

### **Local Exchange Network Services**

391 Backhoes

17 Trackhoes

64 Directional Bore Rigs (various sizes)

40 Cable Plows (conventional and vibratory)

146 trenchers

23 Telsta / Bucket Trucks

#### InterExchange Network Services

128 Backhoes

4 Trackhoes

74 Directional Bore Rigs (various sizes)

62 Cable Plows (conventional and vibratory)

17 Trenchers (various sizes)

### **Broadband Services**

12 Mobil Fiber Optic Splicing Labs

350 Cable Placing Aerial Lifts

12 Directional Boring Rigs

30 Backhoes

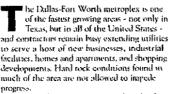
20 Trenchers

500 Service Technicians Vehicles



MasTec Division Trenches Through Rock For Electrical, Gas Installation

by Jeff Griffin . Senior Editor



MasTec's Plans Division currently is functiong work to bring electrical and natural gas services to a large new mall and concentration of restaurants in the booming suburb of Prisco.

MasTec is primary contractor for 25,000 feet of joint trench for electrical conduit and gas pige for Texas Utilities, provider of both electrical and gas services in the near. In addition, the contract calls for installation of five witch goars and three vaults.

"The name of consumerion sits on solid rock." says Mark Wafford, MasTec area manager. "Work was in a 10-toxii easement, 11 taches behind the curb on a roughly leveled grade. Some areas are along the side of a hordscape berm that makes trenching a cludlenge. There is about 12 to 18 inches of black clay at the surface and then we litt solid white rock."

histalled were two 6-inch diameter electrical conduits and one 6-inch diameter HDPE line.

To allow for separation between gas and electric lines, the stench was dug 655-feet deep and 12-mehrs wide. Electrical conduits by sale by side on the bottom. A 12-tuch layer of said separates conduit from the gas line which is also covered by a custion of sand. Trench was backfilled with spoil and any remaining spoil was removed from the site.

For the job, MasTee crews used two Vermed hydrostatic trenchers: a 85-horsepower T555DT and a 230-horsepower T-755 model. Both are track machines designed to dig crosscountry utility and drainage projects and to perform effectively in rock and other difficonditions.

Wafford said the equipment was used because time constraints and density of rock formations required trenchers that were both productive and durable. Trenching production averaged approximately 1,000 feet per day.

### Common trench

Placing multiple milities in a common trench is a practice that is becoming more widespread as available easements become increasingly crowded. "About one in 17 projects have been joint endeavers," says Walkerd. "But with the merger of electric and gas companies serving our area. the number is up considerably."

The project includes several directional bores in areas where trenching isn't practical, including installations under state highways. Four of the shots were under Highway 289, and one was under Highway 221. Depths ranged from 5 to 16 feet and distances between 150 and 210 feet-All bores were made with a Vermeer

"Drilling fluid had to be controlled due to the close proximity of streets and landscaping," says Walked, "To maintain required separation, gas pipe and electric conduits were installed in separate bores. HDD installations under roads were encased in steel and concrete grouted to meet state requirements for placement moder toghways."

Trenching and conduit metallation were completed at the end of April with conomers to be connected to new services prior to June 1.

With headquarters in Minmi, FL, MasTec is a leading huggiagional end-to-end communications and energy infrastructure service provider designing, constructing and maintaining internal and external communications and energy facilities.

MasTec Plano is completing the first year of a five-year contract as the single source contractor to provide construction, installation and maintenance for the Texas Utilities distribution system in the North Texas area.

"As such," adds Wafford, "we handle everything from emergency repairs to the installation of new construction that matches TXU's cuscomers' requirements. This dictates a very diversely trained and flexible work group to respond to what ever needs arise. We consider our employees our most valuable asset in achieving these goals."

Reader service card numbers: Utility contractor ...... HDD rigs .

18 Underground Construction - May 2001 - www.undergroundconstructionantine.com

Track trenchers......126

**MasTec** 

**COMPANY INFORMATION** 

# **SERVICES**



### Telecommunications Infrastructure Installation

MasTec designs and builds the fiber optic and copper communication infrastructure that connects businesses and homes throughout metropolitan areas. Our clients, the incumbent telecom companies (ILECs) and new local exchange carriers (CLECs), use these facilities to offer advanced voice, data, and Internet services to their customers.

MasTec is a turn-key provider of telecommunications services including engineering and design. From initial computer-generated design to the establishment of a permanent records database, MasTec can provide for all critical documentation needs. The communication pathways running under a city represent an extremely complex network with many potentially conflicting obstacles. Good design is critical to optimizing the network for cost efficiency.

MasTec also has the manpower and equipment required to install telecommunications networks. MasTec brings new technology to old and new neighborhoods using the latest techniques for placing buried and aerial fiber optic cable, coax cable, and copper cable. Mapping the networks, obtaining the right of way and documenting the jobs, means our clients get a full turn-key project that meets the highest quality standards. After the network is installed we have the expertice to maintain and provide emergency restoration services to our customers.

Some of the services we can provide are listed below.

- Engineering and Design
- Conduit Installation and Replacement
- o Cable Installation (Copper and Fiber)
- Manhole Installation and Rebuilds
- Utility Pole Installation
- Aerial Cable Installation (Fiber, Copper, & Coax)
- Splicing (Copper, Fiber, & Coax)
- Pedestal / Cross Connect Cabinet Installation
- Maintenance
- Emergency Restoration



### **Energy Infrastructure Installation**

MasTec designs and builds distribution systems for electric, gas, and pipeline companies as well as intercity fiber optic communications along the same right-of-ways. These installation and maintenance services are of critical importance to energy companies as they deal with a deregulated marketplace.

MasTec's skilled crews use state-of the-art equipment to rapidly install electrical and gas distribution facilities beneath busy downtown streets, along rural highways, and throughout new subdivisions. We are prepared to deal with environmentally sensitive situations - whether it is protecting a wildlife preserve or the historic district of a city. After the work is done we have the expertice to maintain and provide emergency restoration services to our customers.

Some of the services we can provide are listed below.

### Electric Services

- Engineering and Design
- o Conduit Installation and Replacement
- o Services
- Metering
- o Street Light Installation
- o Cable Installation
- Splicing and Terminations
- Manhole Installation and Rebuilds
- Utility Pole Installation
- Maintenance
- Emergency Restoration

### Gas Services

- Engineering and Design
- Conduit Installation and Replacement (Poly and Steel)
- o Services
- o Welding
- o Taps
- Maintenance
- Emergency Restoration



### **Project Management**

MasTec has the experienced management team to manage all aspects of a major citywide project from permitting to network deployment. Years of experience teamed with the latest technology in project management software means MasTec can bring complex projects to completion - on time and on budget.

MasTec will manage the installation of the project beginning with contractor selection through the final cleanup. Onsite supervision and inspection assure that the needs of the customer are being met. At the completion of the project documentation is compiled and delivered so the customer has complete records of the project.

Some of the services we can provide are listed below.

- o Feasibility Studies
- o Engineering and Design
- Permitting and Right-of Way Acquisition
- Subcontractor Pre-Qualification
- Request For Quotation (RFQ) Preparation
- o Bid Administration Support
- o Bid Response Evaluation
- o Installation Management
- Quality Control Inspections and Reporting
- o Project Documentation

### **Other Services**

MasTec experience and expertise to complete complex municipal projects for city, county, and state agencies. Some of the work that has been completed includes installation of water lines, sewer lines, and storm sewer lines. Paving and complete restoration are also services that we can provide.

Some of the services we can provide are listed below.

- Water Line Installation and Replacement
- Sewer Line Installation and Replacement
- o Storm Sewer Line Installation and Replacement
- o Paving
- Emergency Restoration



## **CUSTOMERS**







### TIME WARNER

The deregulation of the telecommunications market has created a new breed of telephone company. MasTec provides services to these alternate service providers that are competing against the Bell Companies. We work closely with these companies to provide turnkey services from engineering through construction completion. Some of the services we provide include the following:

- -Engineering and Design
- -Permitting
- -Conduit Installation
- -Cable Placement
- -Splicing & Terminations
- -Maintenance
- -Emergency Restoration

# ∴MasTec

### References

Metro Media Fiber Network, Inc. Ron Christensen Colorado Operations Manager (720) 873-7302

Adesta Communications
Tom Pallas
Senior Contracts Manager
(303) 463-5763

Williams Communications
Jeff McDonald
Contracts Manager
(918) 573-0566





MasTec provides services to
Energy companies throughout the
United States. We work with these
companies completing installation
of electric and gas lines and
services in metropolitan and rural
areas. We work closely with these
companies from project initiation
to completion. Some of the
services we provide include the
following:

### Gas

- -Engineering and Design
- -Conduit Installation
- -Welding & Taps
- -Maintenance
- -Emergency Restoration

### Electric

- -Engineering and Design
- -Conduit Installation
- -Cable Placement
- -Splicing & Terminations
- -Utility Pole Installation
- -Maintenance
- -Emergency Restoration

# :MasTec

### References

TXU Gas and Electric Company
Bobby Stewart
Procurement Manager
(214) 812-7816

TXU Gas and Electric Company
Jim Switzer
Alliance Manager
(972) 979-4503

CPS Brad Carr (210) 353-4251



## Qwest.



@ BELLSOUTH<sup>®</sup>

MasTec maintains numerous master agreements throughout the United States with major telecommunications companies. These master agreements allow us to perform all types of work allowing our customers provide service to new and existing customers. Some of the services we provide include the following:

- -Engineering and Design
- -Conduit Installation
- -Cable Placement
- -Splicing & Terminations
- -Maintenance
- -Emergency Restoration

# **MasTec**

### References

### Southwestern Bell Telephone Company

Mary E. Taylor Area Manager (214) 952-0915

#### **Owest Communications**

Lisa Mollender Contract Operations Manager (303) 784-0256

### Sprint Corporation

Scott Mitchell Director (702) 244-7133

# News Releases

June 2000 to Date

for more information, please contact:
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or
Carmen Sabater, Executive Vice President & CFO
www.mastec.com
invrels@mastec.com

Contact: Carmen M. Sabater Senior Vice President & CFO 305-406-1866/csabater@mastec.com 3155 N.W. 77th Avenue Miami, FL 33122 Tel: 305-599-1800 Fax: 305-406-1908

www.mastec.com

#### For Immediate Release

# MASTEC ANNOUNCES RECORD FOURTH QUARTER RESULTS 2000 Highlights - Strong foundation for 2001 Our highlights and achievements include:

- Revenue increased 26% for the year
- Net income increased 59% for the year
- Earnings per share increased 40% for the year
- Operating margins improved from 10.6% to 11.9% for the year for North America
- Strengthened balance sheet rated investment grade
- Added new services to our portfolio of solutions

MIAMI, FL (January 29, 2001) – MasTec, Inc. (NYSE:MTZ) reported net income of \$24.5 million or \$.50 per share on revenue of \$377.6 million for the three months ended December 31, 2000, compared to net income of \$17.0 million or \$.39 per share on revenue of \$312.4 million for the same period in 1999, an increase of 43% in net income and 21% in revenue over the same period last year. Cash basis earnings—which exclude the amortization of intangibles—were \$0.53 per share in the fourth quarter of 2000 and \$1.83 per share for the year.

For the year ended December 31, 2000, the Company reported net income of \$81.0 million or \$1.67 per share on revenue of \$1.330 billion compared to net income of \$50.7 million or \$1.19 per share on revenue of \$1.059 billion in 1999.

The above financial results exclude after tax charges of \$17.3 million or \$0.35 per share for the fourth quarter of 2000 and \$15.9 million or \$0.32 per share (net of previous gains) for the year ended December 31, 2000, as well as \$6.0 million or \$0.14 per share for the fourth quarter and year ended December 31, 1999 primarily related to non-core international assets.

"Our team members have once again delivered record results in 2000," said Joel-Tomas Citron, President and CEO. "Our business mix and operating methods allow us to gain profitable market share and deliver solid results. The strength of our long-cycle business such as master service agreements combined with our on-going initiatives—branding, value added service offering and focus on operating efficiencies—give us confidence that 2001 will be another year of strong earnings performance."

### MasTec reported the following:

Datacom Network Services revenue was \$326.5 million in the 2000 quarter, up 26% from \$259.8 million in the same quarter last year. Operating margin was 14.6% in 2000 compared to 14.0% in the same quarter last year.

Energy Network Services revenue was \$34.3 million in 2000, down 13% from \$39.4 million in the same quarter last year. Operating margin was 8.2% in 2000, compared to 8.3% percent in the same quarter last year.

Our Brazilian operations reported revenue of \$16.8 million in 2000 up 27% compared to \$13.2 million in the same quarter last year.

Backlog at December 31, 2000 was \$1.5 billion, including master service agreements, substantially all of which will be performed in the next 18 months.

We expect to continue to enhance profitability and drive efficiencies in our business in 2001. We are projecting consolidated growth in revenue of 17%-20% and EPS of \$2.05 to \$2.15. For the quarter ending March 31, 2001, we anticipate revenue of approximately \$325 million and EPS of approximately \$0.35.

Members of the executive team will hold a conference call on Tuesday, January 30, at 11 a.m. (EST) to discuss the Company's performance. The conference call number is 913-981-5543. Please dial in to the teleconference 10-15 minutes in advance. A conference call replay will be available from January 30 through February 13 by dialing 719-457-0820, confirmation code 491802. Additionally, the call will be webcasted. Please log on to http://www.videonewswire.com/MASTEC/013001/ to listen to MasTec's Earnings Conference Call.

Please visit MasTec's Investor Relations web page at http://www.mastec.com/frame\_investor.asp for financial sections of the press release. These sections may be downloaded into Excel for your convenience in analyzing Company data. Faxed copies of the financial sections are available by calling toll free 1-800-444-7797.

MasTec is the leading end-to-end communications and energy infrastructure service provider in North America. MasTec <a href="www.mastec.com">www.mastec.com</a> designs, builds, installs and maintains internal and external networks supporting the Internet, Internet-related applications, e-commerce and other communications and energy facilities for leading telecommunications, cable television, energy and Fortune 500 companies.

#### ###

This press release and any accompanying documents contain or may contain forward-looking statements, such as statements regarding MasTec's future growth and profitability, growth strategy, and anticipated trends in the industries and economies in which MasTec operates. These forward-looking statements are based on MasTec's current expectations and are subject to a number of risks, uncertainties, and assumptions. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from results expressed or implied in any forward-looking statements made by MasTec in this press release. These and other risks are detailed in this press release or documents filed by MasTec with the Securities and Exchange Commission. MasTec does not undertake any obligation to revise these forward-looking statements to reflect future events or circumstances.

### MASTEC, INC.

### CONSOLIDATED STATEMENTS OF OPERATIONS

(in thousands, except per share amounts)

		Three Months Ended December 31,			Twelve Months Ended December 31,			
	, дарина — «	2000		1999		2000	***********	1999
Revenue:								
Datacom	\$	326,485	\$	259,800	5	1.132,599	S	849_201
Energy		34,250		39,417		142,386		153,179
Brazil		16,891		13,229		55,311		55,220
Other		0.		0		0		1,422
	·	377,626		312,446		1,330,296		1,059,022
Costs of revenue		290,665		235,673		1,017,878		803,799
Depreciation		12,246		12,579		52,413		46,448
Amortization		2,399		3,018		11,042		9,700
General and administrative expenses		27,645		27,405		98,521		91,898
Interest expense		(3,908)		(5,858)		(18,283)		(26,673)
Interest income		1,076		903		4,973		9,398
Other (expense) income, net		(450)		165		563		108
Charges (1)		(28,842)		(10,200)		(26,319)		(10,200)
Income before provision for income taxes and	-							
minority interest		12,547		18,781		111,376		79,810
Provision for income taxes		(4,997)		(7,912)		(45,877)		(33,266)
Minority interest		(311)		182		(352)	#	(818,1)
Net income	<u> </u>	7,239	<u> </u>	11,051	\$	65,147	\$	41,726
Pro forma earnings per share (1)								
Weighted average common shares outstanding		47,634		42,237		46,390		41,714
Basic earnings per share (1)	S	0.52	S	0.40	S	1,74	\$	1.22
Weighted average common shares outstanding		49,441		43,535		48,374		42,624
Diluted earnings per share (1)	S	0.50	S	0.39	S	1.67	S	1.19
Actual earnings per share						•		
Basic earnings per share	S	0.15	\$	0,26	\$	1.40	5	1.07
Diluted carnings per share	S	0.15	\$	0.25	- \$	· · i.35	\$	1.05

<sup>(1)</sup> Charges primarily from write down of non-core assets net of gain, not included in proforma earnings per share of \$17.3 million for the quarter ended December 31, 2000, \$15.9 million for the year ended December 31, 2000 and \$6.0 million for the fourth quarter and year ended December 31, 1999.

## MASTEC, INC. CONSOLIDATED BALANCE SHEETS

(In thousands)

• •	December 31, 2000		December 31, 1999		
Current assets:					
	S	19 457	\$	22 626	
Cash and cash equivalents Accounts receivable, net	3	18,457 394,980	.3	27,635	
Inventories		19,643		251,576 14,264	
Other current assets		29,184		34,634	
Total current assets	HIRITA AND AND AND AND AND AND AND AND AND AN	462,264		328,109	
total carrell assets	ž.	402,204		326,103	
Property and equipment, net		159,673		153,527	
Intangibles, net		237,398		151,555	
Other assets		80,544		95,218	
Total assets	\$	939,879	\$	728,409	
Liabilities and Shareholders' Equity					
Current Liabilities:					
Current maturities of debt	S	5.685	S	12,200	
Accounts payable	_	85,797	~	74,408	
Other current liabilities		108,379		71,882	
Total current liabilities		199,861		158,490	
Other liabilities	Am	33,530		45,628	
Long-term debt		206,160		267,458	
Commitments and contingencies					
Shareholders' equity:					
Common stock		4,770		4.235	
Capital surplus		346,099		167,387	
Retained earnings		166,350		101,203	
Accumulated translation		(16,891)		(15,992)	
Total shareholders' equity		500,328		256,833	
Total liabilities and shareholders' equity	5	939,879	\$	728,409	

# MASTEC, INC. CONSOLIDATED STATEMENT OF CASH FLOWS (In thousands)

Year Ended December 31, 2000 1999 Cash flow from operating activities: 65,147 44,726 Adjustments to reconcile net income to net cash (used in) provided by operating activities: Depreciation and amortization 63,455 56,148 Minority interest 352 1,818 Loss on sale or write downs of assets 22,574 9,798 Changes in assets and liabilities net of effect of acquisitions (163,400) 7,645 Net cash (used in) provided by operating activities (11,871)120,135 Net cash used in investing activities (57,676) (70,283)Net cash provided by (used in) financing activities 62,157 (38,791) Net (decrease) increase in cash and cash equivalents (7,390) 11,061 Effect of translation on cash (1,788)(3,290)Cash and cash equivalents-beginning of period 27,635 19,854 18,457 Cash and cash equivalents-end of period 27,635

### **MasTec**

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3155 N.W. 77th Avenue Miami, FL 33122 Tel: 305-599-1800 Fax: 305-406-1908

www.mastec.com

### For Immediate Release

### MASTEC ANNOUNCES RECORD QUARTERLY RESULTS Third Quarter Highlights

- North American revenue increased to \$365.5 million,
- North American net income increased 52.9% over last year and 39.2% sequentially,
- Earnings per share increased 35.0% to \$0.54 from \$0.40 in the same quarter last year for North American operations,
- Earnings per share, excluding amortization, was \$0.58 for the third quarter of 2000, compared to \$0.42 for 1999 for North American operations,
- Consolidated revenue up 27% and net income up 46%.
- Datacom services revenue up 31% over last year and up 33% sequentially, with 14.8% operating margins.

MIAMI, FL (October 25, 2000) – MasTec, Inc. (NYSE:MTZ) reported North American net income of \$26.3 million or \$0.54 per share on revenue of \$365.5 million for the three months ended September 30, 2000, compared to net income of \$17.2 million or \$0.40 per share on revenue of \$291.2 million for the same period in 1999, an increase of \$2.9% in net income and 25.5% in revenue over the same period last year. The 2000 results exclude severance charges of \$1.7 million (before taxes).

"We set out to deliver, and we did," said Joel-Tomas Citron, President and Chief Executive Officer. "Our performance this quarter reflects our team members' ongoing commitment to deliver exceptional results to our shareholders and superior services to our clients. We continue to focus on our end to end solution and our ability to cross sell additional services generating strong growth within our existing client base."

For the third quarter of 2000, MasTec reported the following for its North American operations:

Revenue from our top 10 clients accounted for 48% of North American revenue, compared to 36% in 1999, a 33% growth in revenue from our top 10 clients. Major clients were: BellSouth 8%, Williams Communications 7%, and Qwest/US West, Sprint, Telergy, Level 3 and Comcast each 5%. Additionally, revenue from previously announced strategic alliances accounted for 4 % of revenue. Backlog at September 30, 2000 was \$1.5 billion substantially all of which will be performed in the next 18 months.

External Network Services revenue was \$284.7 million, up 29.1% from \$220.6 million in the same quarter last year and up 36.2% sequentially due to increased growth in local loop and broadband services. Operating margin was 15.3% in 2000 and 15.8% in the same quarter last year. Margin in 2000 was impacted by unusually wet weather conditions. Sequentially, margins increased by 60 basis points from the second quarter of 2000 due to improved asset-utilization.

Internal Network Services revenue was \$46.9 million up 46.6% from \$32.0 million in the same quarter last year and up 15.8% sequentially due to increased growth in central office and design services. Operating margin was 11.3%, up 470 basis points from 6.6% in the same quarter last year and in line with the second quarter of 2000 despite start-up costs in network monitoring services.

Energy Network Services revenue was \$33.9 million down 12.2% from \$38.6 million in the same quarter last year and down 8.1% sequentially due to lower productivity resulting from poor weather conditions in the east coast. Operating margin was 7.8%, up 130 basis points from 6.5% percent in the same quarter last year and down 230 basis points from the second quarter of 2000 due to lower productivity as a result of wet weather.



As part of a management review process, the Company adjusted its personnel in certain markets, resulting in a \$1.7 million (before taxes) severance charge.

Our Brazilian operations reported revenue of \$16.8 million up 69.7% compared to \$9.9 million for the same quarter last year and up 48.7%, sequentially and operated at break even for each period. The Company reported that a chief operating officer for the division had been named.

The Company's consolidated quarterly net income was \$26.1 million or \$0.53 per share (based on 49.0 million diluted shares) on revenue of \$382.3 million compared to net income of \$17.1 million or \$0.40 per share (based on 43.1 million diluted shares) on revenue of \$301.1 million for the same period in 1999.

In the first nine months of 2000, cash and cash equivalents plus short-term investments increased by \$25.7 million to \$53.3 million, primarily due to proceeds from a stock offering, sales of non-core assets and cash flow from operations.

Cash flow from operating activities was \$17.4 million for the three months ended September 30, 2000 compared to \$14.0 million in the same quarter last year, excluding collections from a client with extended payment terms.

For the quarter ended September 30, 2000, North American days sales outstanding improved to 73 days.

Capital expenditures totaled \$12.5 million for the quarter bringing the year to date amount to \$40.7 million compared to \$21.0 million for the same quarter last year or \$57.7 for the nine months ended September 30, 1999. The reduction in capital expenditures when compared to 1999 was due to better utilization of capital assets.

The income tax rate was 41% for the quarter, which is expected to be the tax rate in the fourth quarter and for 2001 compared to 41.5% for the same period last year.

At the end of the third quarter, our debt-to-total capital was 30% compared to 52% at the end of 1999.

"Our outlook for the fourth quarter is positive," said Mr. Citron. "We also expect, revenue growth of 20-25% for 2001 with earnings growth outpacing revenue growth. We believe our major clients will continue capital spending, especially in the area of broadband, local loops, last mile hops and central offices."

Members of the executive team will hold a conference call on Thursday, October 26, at 11 a.m. (EST) to discuss the Company's performance. The conference call number is 913-981-4913. Please dial in to the teleconference 10-15 minutes in advance. A conference call replay will be available from October 26 through November 11 by dialing 719-457-0820, confirmation code 658368. Additionally, the call will be webcasted. Please visit our website at www.mastec.com, investor relations section and click the button to listen to MasTec's Earnings Conference Call.

Please visit MasTec's Investor Relations web page at http://www.mastec.com/frame\_investor.asp for financial sections of the press release. These sections may be downloaded into Excel for your convenience in analyzing Company data. Faxed copies of the financial sections are available by calling toll free 1-877-MASTEC1.

MasTec is the largest end-to-end communications and energy infrastructure service provider in North America. MasTec <a href="www.mastec.com">www.mastec.com</a> designs, builds, installs and maintains internal and external networks supporting the Internet, Internet-related applications, e-commerce and other communications and energy facilities for leading telecommunications, cable television, energy and Fortune 500 companies.

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This press release and any accompanying documents contain or may contain forward-looking statements, such as statements regarding MasTec's future growth and profitability, growth strategy, and anticipated trends in the industries and economies in which MasTec operates. These forward-looking statements are based on MasTec's current expectations and are subject to a number of risks, uncertainties, and assumptions. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from results expressed or implied in any forward-looking statements made by MasTec in this press release. These and other risks are detailed in this press release or documents filed by MasTec with the Securities and Exchange Commission. MasTec does not undertake any obligation to revise these forward-looking statements to reflect future events or circumstances.

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MasTec, Inc.
North America
Comparative Segment Income Statement

Quarter ended (in thousands except per share amounts)	Sep 30, 1999	Dec 31, 1999	Total 1999	Mar 31, 2000	Jun 30, 2000	Sep 30, 2000
Revenue External Network Services Internal Network Services Energy Network Services Other Total North America Revenue	\$ 220,601 31,974 38,626 291,201	\$ 226,836 32,964 39,417 299,217	\$ 743,955 105,248 153,179 1,422 1,003,802	\$ 192,991 32,018 37,363 262,372	\$ 209,018 40,509 36,891 	\$ 284,648 46,930 33,882
Direct cost	219,147	224,322	759,850	200,689	215,653	277,862
Gross profit	72,054	74,895	243,952	61,683	70,765	87,598
General & administrative Severance charge Depreciation Amortization Operating profit	23,348 11,775 1,509 35,422	25,775 - 12,578 - 1,384 - 35,158	85,139 - 48,447 - 5,685 - 106,681	21,678 - 13,478 - 1,472 - 25,055	20,582 13,183 1,698 35,302	24,589 1,708 13,506 2,160 45,635
Interest, net	5,729	5,584	20,075	4,623	3,529	3,117
Other	358	(165)	(108)	(289)	(613)	218
Pre-tax	29,335	29,739	86,714	20,721	32,386	42,300
Income tax	(12,173)	(12,342)	(35,986)	(8,622)	(13,489)	(16,998)
Net Income	17,162	17,397	50,728	12,099	10,897	25,302
Number of shares (diluted)	\$ 0.40	43,535	42,624	45,852	49,055	48,999
Earnings per share (dituted)		\$ 0.40	\$ 1.19	\$ 0.26	\$ 0.39	\$ 0,54 [1]
EPS, excluding amortization, net of tax	.\$ 0.42	\$ 0.42	\$ 1.29	\$ 0.29	\$ 0.41	\$ 0.58 [1]
Margins (% of revenue) : Gross profit General & administrative Operating profit Net income	24.7%	25.0%	24.3%	23.5%	24.7%	24.0%
	8.0%	8.6%	8.5%	8.3%	7.2%	6.7%
	12.2%	11.8%	10.6%	9.5%	12.3%	13.0% [1]
	5.9%	5.8%	5.1%	4.6%	6.6%	! 7.2% [1]
Revenue growth (CY qtr to PY qtr)	16.4%	53.2%	49.9%	39.4%	27.2%	25.5%

<sup>[1]</sup> Adjusted for \$1.7 million or \$1.0 million after tax severance charge (\$0.02 impact)

MasTec, Inc.
International
Comparative Segment Income Statement

Revenue  Direct cost  Gross profit	\$ 9,891 8,613 1,278	\$ 13,229 11,351	\$ 55,220	\$ 10,322	\$ 11,279 :	\$ 16.819
		11,351			, ,	\$ 16,819
•		1,078	43,949 11,271	8,240 2,082	9,280 1,999	15,489 1,330
Generel & administrative	1,212	1,630	6,759	1,434	1,348	1,245
Amortization Operating profit	753 (687)	1,635 (1,387)	4,016 496	2,029 (1,381)	977 (326)	307 (222)
Interest, net Other Pre-lax	(1,209) 	(629) 10,200 (10,958)	(2,800) 10,200 (6,904)	(280) (91) (1,010)	(280) (4,260) 4,214	(231) (209) 218
Income tax Minority interest Net income	(232) (306) (16)	4,430 182 (6,346)	2,720 (1,818) (6,002)	243 145 (622)	(1,631) (138) 2,445	(384) (48) (214)
Number of shares (dliuted) Earnings per share (dliuted)	43,088 \$ 0.00	43,535 \$ (0.01) [1]	42,624 \$ 0,00 [1]	45,852 \$ (0.01)	49,055 \$ 0.00 [1]	48,999 \$ 0.00
EPS, excluding amortization, net of tax	\$ 0.01	\$ 0.02 [1]	\$ 0.07 [1]	\$ 0.02	\$ 0.01 [1]	\$ 0.00
Margins (% of revenue) : Gross profit General & administrative Operating profit Net income Revenue growth (CY qtr to PY qtr)	12.9% 12.3% (6.9%) (0.2%)	14.2% 12.3% (10.5%) (2.9%) [1] (71.8%)	20.4% 12.2% 0.9% (0.1%) [1] (61.1%)	20.2% 13.9% (13.4%) (6.0%)	17.7% 12.0% (2.9%) (0.1%) [1] (16.6%)	7.9% 7.4% (1.3%) (1.3%) 70.0%

<sup>[1]</sup> Write-down of International assets of \$10.2 million or \$6.0 million after lax for 1999 (\$0.14 impact) and for 2000 gain on sale, net of write-downs on international assets \$4.2 million or \$2.5 million after lax (\$0.05 impact).

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MasTec, Inc. Consolidated Comparative Segment Income Statement

Quarter ended (In thousands except per share amounts)	Sep 30, 1999	Dec 31, 1999	Tolal 1999	Mar 31, 2000	Jun 30, 2000	Sep 30, 2000
Revenue	\$ 301,092	\$ 312,446	\$ 1,059,022	\$ 272,694	\$ 297,697	\$ 382,279
Direct cost	227,760	235,673	803,799	208,929	224,933	293,351
Gross profit	73,332	76,773	255,223	63,765	72,764	88,928
General & administrative Severance charge	24,560	27,405	91,898	23,112	21,930	25,834 1,708
Depreciation Amortization Operating profit	11,775	12,578	46,447	13,478	13,183	13,506
	2,262	3,019	9,701	3,501	2,675	2,467
	34,735	33,771	107,177	23,674	34,976	45,413
Interest, net	4,520	4,955	17,275	4,343	3,249	2,886
Other	358	10,035	10,092	(380)	(4,873)	9
Pre-lax	29,857	18,781	79,810	19,711	36,600	42,518
income tax Minority interest Net income	(12,405)	(7,912)	(33,266)	(8,379)	(15,120)	(17,382)
	(306)	182	(1,818)	145	(138)	(48)
	17,146	11,051	44,726	11,477	21,342	25,088
Number of shares (dlluted)	\$ 0.40	43,535	42,624	45,852	49,055	48,999
Earnings per share (dlluted) [1] [2]		\$ 0.39	\$ 1.19	\$ 0.25	\$ 0.39	\$ 0,53
EPS, excluding amortization, net of lax [1] [2]	\$ 0.44	\$ 0.45	\$ 1.36	\$ 0,30	\$ 0.42	\$ 0.58
Margins (% of revenue) : Gross profit General & administrative Operating profit Net income	24.4%	24.6%	24.1%	23.4%	24.4%	23.3%
	8.2%	8.8%	8.7%	8.5%	7.4%	6.8%
	1 11.5%	10.8%	10.1%	8.7%	11.7%	12.3% [2]
	5.7%	5.4% [1]	4.8% [1]	4.2%	6.3% [1]	6.8%
Revenue growth (CY qtr to PY qtr)	4.3%	(4.8%)	1.0%	31.9%	24.7%	27.0%

Write-down of international assets of \$10.2 million or \$6.0 million after tax for 1999 (\$0.14 impact) and for 2000 gain on sale, net of write-downs on international assets \$4.2 million or \$2.5 million after tax (\$0.05 impact).
 Adjusted for \$1.7 million or \$1.0 million after tax severance charge (\$0.02 impact)

### CONSOLIDATED BALANCE SHEETS (In thousands)

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	September 30, 2000	December 31, 1999				
•	(Unaudited)					
Assets						
Current Assets:						
Cash and short-term investments	S 53,322	S 27,635				
Accounts receivable, unbilled revenue and retainage, net	360,029	251,576				
Inventories	16,927	14,264				
Other current assets	33,075	34,634				
Total current assets	463,353	328,109				
Assets held for sale	25,314	53,639				
Property and equipment, net	160,340	153,527				
Investment in unconsolidated companies	17,687	18,006				
Intangibles, net	233,716	151 <b>,5</b> 56				
Other assets	36,948	23,572				
Total assets	S 937,358	S 728,409				
Liabilities and Shareholders' Equity						
Current Liabilities:						
Current maturities of debt	S 8,374	S 12,200				
Accounts payable	98,532	74,408				
Other current liabilities	100,840	71,882				
Total current liabilities	207,746	158,490				
Other liabilities	42,116	45,628				
Long-term debt	200,476	267,458				
Commitments and contingencies	m the way is a street from marketing or	ا ما الآن العليب الأنافيات ( ۱۳۵۱ - ۱۳۵۷ من المام ( ۱۳۵۳ - ۱۳۵۵ من المام				
Shareholders' equity:						
Common stock	4,759	4,235				
Capital surplus	339,713	167,387				
Retained earnings	159,111	101,203				
Foreign currency translation adjustments	(16,563)	(15,992)				
Total shareholders' equity	487,020	256,833				
Total liabilities and shareholders' equity	S 937,358	\$ 728,409				

### CONSOLIDATED STATEMENTS OF CASH FLOW

(In thousands) (Unaudited)

· • • • • • • • • • • • • • • • • • • •	Nine Months Ended September 30,		
	2000	1999	
Cash flows from operating activities:			
Net income	\$ 57,908	\$ 33,675	
Adjustments to reconcile net income to net cash provided			
by operating activities:			
Depreciation and amortization	48,810	40,551	
Minority interest	41	2,000	
(Gain) loss on sale of assets	(4,764)	3,488	
Changes in assets and liabilities net of effect of acquisitions:			
Accounts receivables, unbilled revenue and retainage, net	(82,779)	(16)	
Inventories and other current assets	(14,807)	(11,826)	
Other assets	· (19,357)	4,204	
Accounts payable	11, <del>5</del> 95	5,802	
Other current liabilities	20,199	(3,549)	
Other liabilities	(10,054)	1,324	
Net cash provided by operating activities	6,792	75,653	
Cash flows from investing activities:			
Capital expenditures	(40,734)	(57,659)	
Cash paid for acquisitions (net of cash acquired) and			
contingent consideration	(50,352)	(13,311)	
Repayments of notes receivable	1,100	18,667	
Distribution to joint venture partner	(4,900)	•	
Proceeds from assets held for sale	53,613	7,657	
Net cash used in investing activities	(41,273)	(44,646)	
Cash flows from financing activities:			
Repayments, net from revolving credit facilities	(74,663)	(22,105)	
Net proceeds from common stock issued	136,004	3,343	
Net cash provided by (used in) financing activities	61,341	(18,762)	
Net increase in cash and cash equivalents	26,860	12,245	
Effect of translation on cash	(1,173)	(3,453)	
Cash and cash equivalents - beginning of period	27,635	19,864	
Cash and cash equivalents - end of period	\$ 53,322	\$ 28,656	

Contact: Carmen M. Sabater Senior Vice President & CFO 305-406-1866/csabater@mastec.com

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For Immediate release

### MASTEC EXPANDS LOCAL EXCHANGE CAPACITY

MIAMI, FL (September 11, 2000) — MasTec, Inc. (NYSE: MTZ) today announced the acquisition of four telecom infrastructure service providers primarily serving local exchange carriers in Midwest and West Coast metropolitan areas. MasTec believes these acquisitions will generate approximately \$10 million in revenue, \$0.01 in earnings per share, and \$0.02 in after tax cash flow per share in the fourth quarter of 2000. For 2001, MasTec believes the acquired companies will generate approximately \$60 million in revenue, \$0.10 in earnings per share, and \$0.13 in after tax cash flow per share. All the acquisitions will be accounted for as purchases.

"With the acquisition of Flaire, Renegade, Cruz-Cell and Dresser-Areia, we have increased our capacity in new and growing local exchange markets in order to better serve our nationwide clients," said Joel-Tomas Citron, President and CEO of MasTec.

MasTec is the largest end-to-end communications and energy infrastructure service provider in North America. MasTec <a href="www.mastec.com">www.mastec.com</a> builds, installs, maintains and monitors internal and external networks supporting Internet, Internet-related applications, and other communications and energy facilities for leading telecommunications, cable television, energy and Fortune 500 companies.

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