UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended June 30, 2006

Commission File Number 001-08106

MASTEC, INC.
(Exact name of registrant as specified in Its charter)

Florida	65-0829355
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
800 S. Douglas Road, 12th Floor, Coral Gables, FL	33134
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (305) 599-1800

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No o

Indicate by check mark whether the registrant is a large accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

o Large accelerated filer ☒ Accelerated filer o Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No ☒

As of August 1, 2006, MasTec, Inc. had 64,997,837 shares of common stock, $0.10 par value, outstanding.

MASTEC, INC.
FORM 10-Q
QUARTER ENDED JUNE 30, 2006

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Part I. Financial Information

Item 1. Financial Statements

MASTEC, INC.
CONDENSED UNAUDITED CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands, except per share amounts)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2006	2005	2006	2005
Revenue	$ 232,100	$ 209,660	$ 450,852	$ 403,636
Costs of revenue, excluding depreciation	198,125	182,435	390,082	359,512
Depreciation	3,498	4,240	7,060	8,714
General and administrative expenses, including non-cash stock compensation expense of $2,043 and $3,224, respectively, in 2006 and $182 and $211, respectively, in 2005	17,373	14,031	33,968	28,876
Interest expense, net of interest income	2,347	4,710	5,832	9,566
Other income, net	1,645	1,271	1,967	3,170
Income from continuing operations before minority interest	12,402	5,515	15,877	138
Minority interest	(323)	(356)	(194)	(422)
Income (loss) from continuing operations	12,079	5,159	15,683	(284)
Loss from discontinued operations, net of tax benefit of $0 in 2006 and 2005	(35,736)	(4,043)	(43,564)	(10,614)
Net income (loss)	$ (23,657)	$ 1,116	$ (27,881)	$ (10,898)
Basic net income (loss) per share:				
Continuing operations	$ 0.19	$ 0.10	$ 0.25	$ (0.01)
Discontinued operations	(0.56)	(0.08)	(0.70)	(0.21)
Total basic net income (loss) per share	$ (0.37)	$ 0.02	$ (0.45)	$ (0.22)
Basic weighted average common shares outstanding	64,752	48,894	62,021	48,795
Diluted net income (loss) per share:				
Continuing operations	$ 0.18	$ 0.10	$ 0.25	$ (0.01)
Discontinued operations	(0.54)	(0.08)	(0.69)	(0.21)
Total diluted net income (loss) per share	$ (0.36)	$ 0.02	$ (0.44)	$ (0.22)
Diluted weighted average common shares outstanding	66,463	49,431	63,715	48,795

The accompanying notes are an integral part of these condensed unaudited consolidated financial statements.

MASTEC, INC.
CONDENSED UNAUDITED CONSOLIDATED BALANCE SHEETS

(In thousands, except share amounts)

	June 30, 2006 (Unaudited)	December 31, 2005 (Audited)
Assets		
Current assets:		
Cash and cash equivalents	$ 62,555	$ 2,024
Accounts receivable, unbilled revenue and retainage, net	167,276	171,832
Inventories	21,928	17,832
Income tax refund receivable	685	1,489
Prepaid expenses and other current assets	35,848	42,442
Current assets held for sale	49,388	69,688
Total current assets	337,680	305,307
Property and equipment, net	57,476	48,027
Goodwill	150,630	127,143
Deferred taxes, net	45,946	51,468
Other assets	50,352	46,070
Long-term assets held for sale	1,027	6,149
Total assets	$ 643,111	$ 584,164
Liabilities and Shareholders' Equity		
Current liabilities:		
Current maturities of debt	$ 1,058	$ 4,266
Accounts payable and accrued expenses	79,803	90,324
Other current liabilities	46,742	45,549
Current liabilities related to assets held for sale	29,460	30,099
Total current liabilities	157,063	170,238
Other liabilities	36,343	37,359
Long-term debt	126,961	196,104
Long-term liabilities related to assets held for sale	742	860
Total liabilities	321,109	404,561
Commitments and contingencies		
Shareholders' equity:		
Preferred stock, $1.00 par value; authorized shares — 5,000,000; issued and outstanding shares — none	—	—
Common stock $0.10 par value authorized shares — 100,000,000; issued and outstanding shares — 64,990,961 and 49,222,013 shares in 2006 and 2005, respectively	6,499	4,922
Capital surplus	524,776	356,131
Accumulated deficit	(209,781)	(181,900)
Accumulated other comprehensive income	508	450
Total shareholders' equity	322,002	179,603
Total liabilities and shareholders' equity	$ 643,111	$ 584,164

The accompanying notes are an integral part of these condensed unaudited consolidated financial statements.

MASTEC, INC.
CONDENSED UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

	For the Six Months Ended June 30,	
	2006	2005
Cash flows from operating activities:		
Net loss	$ (27,881)	$ (10,898)
Adjustments to reconcile loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	7,796	9,708
Impairment of assets	20,845	—
Non-cash stock and restricted stock compensation expense	3,465	206
(Gain) on sale of fixed assets	(361)	(2,239)
Write down of fixed assets	144	327
Provision for doubtful accounts	3,446	1,909
Provision for inventory obsolescence	240	400
Income from equity investment	(1,563)	(562)
Accrued losses on construction projects	2,626	1,587
Minority interest	194	422
Changes in assets and liabilities, net of assets acquired:		
Accounts receivable, unbilled revenue and retainage, net	1,480	(14,108)
Inventories	1,431	12,320
Income tax refund receivable	546	1,769
Other assets, current and non-current portion	14,463	(6,559)
Accounts payable and accrued expenses	(14,790)	1,310
Other liabilities, current and non-current portion	(1,689)	(10,135)
Net cash provided by (used in) operating activities	10,392	(14,543)
Cash flows (used in) investing activities:		
Cash paid for acquisitions	(19,284)	—
Capital expenditures	(10,273)	(3,873)
Payments received from sub-leases	286	380
Investments in unconsolidated companies	(2,830)	(2,411)
Investments in life insurance policies	(610)	—
Net proceeds from sale of assets	1,940	4,363
Net cash (used in) investing activities	(30,771)	(1,541)
Cash flows provided by financing activities:		
Proceeds from issuance of common stock, net	156,465	—
Payments of other borrowings, net	(3,801)	106
Payments of capital lease obligations	(182)	(182)
Payments of senior subordinated notes	(75,000)	—
Proceeds from issuance of common stock pursuant to stock option exercises	3,404	1,243
Payments of financing costs	(28)	—
Net cash provided by financing activities	80,858	1,167
Net increase (decrease) in cash and cash equivalents	60,479	(14,917)
Net effect of currency translation on cash	52	(42)
Cash and cash equivalents — beginning of period	2,024	19,548
Cash and cash equivalents — end of period	$ 62,555	$ 4,589
Cash paid during the period for:		
Interest	$ 8,945	$ 8,589
Income taxes	$ 215	$ 294
Supplemental disclosure of non-cash information:		
Equipment acquired under capital lease	$ 6,450	$ —
Auction receivable	$ 231	$ 805
Investment in unconsolidated companies payable in July	$ 925	$ 925
Accruals for inventory at quarter-end	$ 6,288	$ 18,404

The accompanying notes are an integral part of these condensed unaudited consolidated financial statements.

MasTec, Inc.
Notes to the Condensed Unaudited Consolidated Financial Statements

Note 1 — Nature of the Business

MasTec, Inc. (collectively, with its subsidiaries, "MasTec" or the "Company") is a leading specialty contractor operating mainly throughout the United States and Canada across a range of industries. The Company's core activities are the building, installation, maintenance and upgrade of communications and utility infrastructure and transportation systems. The Company's primary customers are in the following industries: communications (including satellite television and cable television), utilities and government. The Company provides similar infrastructure services across the industries it serves. Customers rely on MasTec to build and maintain infrastructure and networks that are critical to their delivery of voice, video and data communications, electricity and transportation systems. MasTec is organized as a Florida corporation and its fiscal year ends December 31. MasTec or its predecessors have been in business for over 70 years.

Note 2 — Basis for Presentation

The accompanying condensed unaudited consolidated financial statements for MasTec have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the instructions for Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, these financial statements do not include all information and notes required by accounting principles generally accepted in the United States for complete financial statements and should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Form 10-K for the year ended December 31, 2005. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of the financial position, results of operations and cash flows for the periods presented have been included. The results of operations for the periods presented are not necessarily indicative of results that may be expected for any other interim period or for the full fiscal year.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. For the Company, key estimates include the recognition of revenue for costs and estimated earnings in excess of billings, allowance for doubtful accounts, accrued self-insured claims, the fair value of goodwill and intangible assets, asset lives used in computing depreciation and amortization, including amortization of intangibles, and accounting for income taxes, contingencies and litigation. While the Company believes that such estimates are fair when considered in conjunction with the consolidated financial position and results of operations taken as a whole, actual results could differ from those estimates and such differences may be material to the financial statements.

Note 3 — Significant Accounting Policies

(a) Principles of Consolidation

The accompanying financial statements include MasTec, Inc. and its subsidiaries. The Company consolidates GlobeTec Construction, LLC as it has a 51% ownership interest in this entity. Other parties' interests in this entity are reported as a minority interest in the condensed unaudited consolidated financial statements. All intercompany accounts and transactions have been eliminated in consolidation.

(b) Statements of Cash Flows

The Company revised the presentation of its cash flow statement and elected not to disclose cash flows from discontinued operations separately for all periods presented. Accordingly, the prior period has been revised to conform with the current year presentation.

MasTec, Inc.
Notes to the Condensed Unaudited Consolidated Financial Statements

(c) Comprehensive Income (Loss)

Comprehensive income (loss) is a measure of net income (loss) and all other changes in equity that result from transactions other than with shareholders. Comprehensive income (loss) consists of net loss and foreign currency translation adjustments.

Comprehensive income (loss) consisted of the following (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2006	2005	2006	2005
Net income (loss)	$(23,657)	$ 1,116	$(27,881)	$(10,898)
Foreign currency translation gain (loss)	61	(46)	58	(41)
Comprehensive income (loss)	$(23,596)	$ 1,070	$(27,823)	$(10,939)

(d) Revenue Recognition

Revenue and related costs for master and other service agreements billed on a time and materials basis are recognized as the services are rendered. There are also some service agreements that are billed on a fixed fee basis. Under the Company's fixed fee master service and similar type service agreements, the Company furnishes various specified units of service for a separate fixed price per unit of service. The Company recognizes revenue as the related unit of service is performed. For service agreements on a fixed fee basis, profitability will be reduced if the actual costs to complete each unit exceed original estimates. The Company also immediately recognizes the full amount of any estimated loss on these fixed fee projects if estimated costs to complete the remaining units exceed the revenue to be received from such units.

The Company recognizes revenue on unit based installation/construction projects using the units-of-delivery method. The Company's unit based contracts relate primarily to contracts that require the installation or construction of specified units within an infrastructure system. Under the units-of-delivery method, revenue is recognized at the contractually agreed price per unit as the units are completed and delivered. Profitability will be reduced if the actual costs to complete each unit exceed original estimates. The Company is also required to immediately recognize the full amount of any estimated loss on these projects if estimated costs to complete the remaining units for the project exceed the revenue to be earned on such units. For certain customers with unit based installation/construction projects, the Company recognizes revenue after the service is performed and work orders are approved to ensure that collectibility is probable from these customers. Revenue from completed work orders not collected in accordance with the payment terms established with these customers is not recognized until collection is assured.

The Company's non-unit based, fixed price installation/construction contracts relate primarily to contracts that require the construction and installation of an entire infrastructure system. The Company recognizes revenue and related costs as work progresses on non-unit based, fixed price contracts using the percentage-of-completion method, which relies on contract revenue and estimates of total expected costs. The Company estimates total project costs and profit to be earned on each long-term, fixed-price contract prior to commencement of work on the contract. The Company follows this method since reasonably dependable estimates of the revenue and costs applicable to various stages of a contract can be made. Under the percentage-of-completion method, the Company records revenue and recognizes profit or loss as work on the contract progresses. The cumulative amount of revenue recorded on a contract at a specified point in time is that percentage of total estimated revenue that incurred costs to date bear to estimated total contract costs. If, as work progresses, the actual contract costs exceed estimates, the profit recognized on revenue from that contract decreases. The Company recognizes the full amount of any estimated loss on a contract at the time the estimates indicate such a loss.

(e) Basic and Diluted Net Income (Loss) Per Share

The computation of basic net income (loss) per share is based on the weighted average number of common shares outstanding during the period. The computation of diluted net income (loss) per common share is based on the weighted average of common shares outstanding during the period plus, when their effect is dilutive, incremental shares consisting

of shares subject to stock options and unvested restricted stock ("common stock equivalents"). For the three months and six months ended June 30, 2006, diluted net income (loss) per common share includes the effect of common stock equivalents in the amount of 1,712,000 shares and 1,693,000 shares, respectively. For the three months ended June 30, 2005, diluted net income (loss) per common share includes the effect of 537,000 shares of common stock equivalents. For the six months ended June 30, 2005, common stock equivalents were not considered because their effect would be antidilutive. Common stock equivalents amounted to 662,000 shares for the six months ended June 30, 2005. Accordingly, diluted net loss per share is the same as basic net loss per share for the six months ended June 30, 2005.

(f) Valuation of Long-Lived Assets

The Company reviews long-lived assets, consisting primarily of property and equipment and intangible assets with finite lives, for impairment in accordance with Statement of Financial Accounting Standards No. 144, "*Accounting for the Impairment or Disposal of Long-Lived Assets*" ("SFAS No. 144"). In analyzing potential impairment, the Company used projections of future discounted cash flows from the assets. These projections are based on its view of growth rates for the related business, anticipated future economic conditions and the appropriate discount rates relative to risk and estimates of residual values. The Company believes that its estimates are consistent with assumptions that marketplace participants would use in their estimates of fair value. In addition, due to the Company's intent to sell substantially all of its state Department of Transportation projects and assets, it evaluated long-lived assets for these operations under SFAS No. 144 based on projections of future discounted cash flows from these assets in 2006 and an estimated selling price for the assets held for sale by using a weighted probability cash flow analysis based on management's estimates. These estimates are subject to change in the future and if the Company is not able to sell these projects and assets at the estimated selling price or the cash flow changes because of changes in economic conditions, growth rates or terminal values, the Company may incur impairment charges in the future related to these projects and assets.

(g) Valuation of Goodwill and Intangible Assets

Goodwill acquired in a purchase business combination and determined to have an infinite useful life is not amortized, but instead tested for impairment at least annually. In accordance with Statement of Financial Accounting Standards No. 142, "*Goodwill and Other Intangible Assets*" ("SFAS 142"), the Company conducts, on at least an annual basis, a review of its reporting entities to determine whether the carrying values of goodwill exceed the fair market value using a discounted cash flow methodology for each entity. Should this be the case, the value of its goodwill may be impaired and written down.

The Company could record impairment losses if, in the future, profitability and cash flows of the reporting entities decline to the point where the carrying value of those units exceed their market value.

In the six months ended June 30, 2006, the Company recorded $23.5 million of goodwill in connection with the DSSI acquisition as described in Note 5.

(h) Accrued Insurance

The Company maintains insurance policies subject to per claim deductibles of $2 million for its workers' compensation policy, $2 million for its general liability policy and $3 million for its automobile liability policy. The Company has excess umbrella coverage for losses in excess of the primary coverages of up to $100 million per claim and in the aggregate. The Company also maintains an insurance policy with respect to employee group health claims subject to per claim deductibles of $300,000. The Company actuarially determines any liabilities for unpaid claims and associated expenses, including incurred but not reported losses and reflects those liabilities in the condensed unaudited consolidated balance sheet as other current and non-current liabilities. The determination of such claims and expenses and the appropriateness of the related liability is reviewed and updated quarterly. During the six months ended June 30, 2006, the Company changed the discount factor used in estimating actuarial insurance reserves for its workers compensation, general and automobile liability policies from 3.5% to 4.5% as of March 31, 2006, and from 4.5% to 5.2% as of June 30, 2006 to better reflect current market conditions and to use a discount factor that is more in line with the market interest rate the Company receives on its investments. The change in discount rate resulted in a decrease of insurance reserves of $1.9 million.

MasTec, Inc.
Notes to the Condensed Unaudited Consolidated Financial Statements

The Company is periodically required to post letters of credit and provide cash collateral to its insurance carriers and surety companies. As of June 30, 2006 and December 31, 2005, total outstanding letters of credit amounted to $66.5 million and $57.6 million, respectively, of which $48.2 million and $41.8 million were outstanding to support our casualty and medical insurance requirements at June 30, 2006 and December 31, 2005, respectively. Cash collateral posted amounted to $24.6 million and $24.8 million at June 30, 2006 and December 31, 2005, respectively. Cash collateral is included in other assets. The 2006 increase in the letters of credit is related to additional collateral provided to the insurance carrier for the 2006 plan year in the amount of $8.9 million, in comparison to the $18 million of cash collateral provided to the Company's insurance carrier for the 2005 plan year.

(i) Stock Based Compensation

In the first quarter of 2006, the Company adopted Statement of Financial Accounting Standards No. 123 (revised 2004), *Share-Based Payment,* ("SFAS 123R"). This Statement requires companies to expense the estimated fair value of stock options and similar equity instruments issued to employees over the vesting period in their statement of operations. SFAS 123R eliminates the alternative to use the intrinsic method of accounting provided for in Accounting Principles Board Opinion No. 25, *Accounting for Stock Issued to Employees,*
("APB 25"), which generally resulted in no compensation expense recorded in the financial statements related to the grant of stock options to employees if certain conditions were met.

The Company adopted SFAS 123R using the modified prospective method effective January 1, 2006, which requires the Company to record compensation expense over the vesting period for all awards granted after the date of adoption, and for the unvested portion of previously granted awards that remain outstanding at the date of adoption. Accordingly, amounts for periods prior to January 1, 2006 presented herein have not been restated to reflect the adoption of SFAS 123R. The pro forma effect of the 2005 prior period is as follows and has been disclosed to be consistent with prior accounting rules (in thousands, except per share data):

	For the Three Months Ended June 30, 2005	For the Six Months Ended June 30, 2005
Net income (loss), as reported	$ 1,116	$ (10,898)
Deduct: Total stock-based employee compensation expense determined under fair value based methods for all awards	(998)	(2,108)
Pro forma net income (loss)	$ 118	$ (13,006)
Basic net income (loss):		
As reported	$ 0.02	$ (0.22)
Pro forma	$ 0.00	$ (0.27)
Diluted net income (loss):		
As reported	$ 0.02	$ (0.22)
Pro forma	$ 0.00	$ (0.27)

The fair value concepts were not changed significantly in SFAS 123R; however, in adopting SFAS 123R, companies must choose among alternative valuation models and amortization assumptions. After assessing alternative valuation models and amortization assumptions, the Company will continue using the Black-Scholes valuation model and has elected to use the ratable method to amortize compensation expense over the vesting period of the grant.

MasTec, Inc.
Notes to the Condensed Unaudited Consolidated Financial Statements

The fair value of each option granted was estimated using the following assumptions:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2006	2005	2006	2005
Expected life — employees	4.26-6.26 years	4.17-6.17 years	4.26-6.29 years	4.17-6.17 years
Expected life — executives	5.74-7.74 years	5.38-7.38 years	5.74-7.74 years	5.38-7.38 years
Volatility percentage	40%-65%	60%-65%	40%-65%	60%-65%
Interest rate	5.08%-5.16%	4.54%-4.61%	4.97%-5.04%	4.54%-4.61%
Dividends	None	None	None	None
Forfeiture rate	7.27%	6.97%	7.19%	6.97%

Total non-cash stock compensation expense for the three months ended June 30, 2006 related to unvested stock options amounted to approximately $1,660,000, which is included in general and administrative expenses in the condensed unaudited consolidated statements of operations. Included in the expense is approximately $75,100 of compensation expense related to accelerations of stock options that occurred in the three months ended June 30, 2006. Accelerations were a result of certain benefits given to employees who were terminated during the quarter. During the three months ended June 30, 2006 and 2005, the Company granted 799,500 and 132,500 options, respectively, to employees and executives to purchase shares of the Company’s common stock at their fair value on the date of grant. The options granted during the three months ended June 30, 2006 and 2005 had a weighted average exercise price of $13.92 and $8.02 per share, respectively. The weighted average fair value of options granted during the period was $8.62 and $5.15 per share, respectively.

Total non-cash stock compensation expense for the six months ended June 30, 2006 related to unvested stock options amounted to approximately $2,914,600, of which $241,900 is included in loss from discontinued operations and $2,672,700 is included in general and administrative expenses in the condensed unaudited consolidated statements of operations. Included in the expense is approximately $396,900 of compensation expense related to accelerations of stock options that occurred in the six months ended June 30, 2006. Accelerations were a result of certain benefits given to employees who ceased employment during the six month period. During the six months ended June 30, 2006 and 2005, the Company granted 799,500 and 257,500 options, respectively, to employees and executives to purchase shares of the Company’s common stock at their fair value on the date of grant. The options granted during the six months ended June 30, 2006 and 2005 had a weighted average exercise price of $13.92 and $8.52 per share, respectively. The weighted average fair value of options granted during the six months ended June 30, 2006 and 2005 was $8.62 and $5.45 per share, respectively.

The Company also grants restricted stock, which is valued based on the market price of the common stock on the date of grant. Compensation expense arising from restricted stock grants is recognized using the straight-line method over the vesting period. Unearned compensation for restricted stock is a reduction of shareholders’ equity in the condensed unaudited consolidated balance sheets. Through June 30, 2006, the Company has issued 244,523 shares of restricted stock valued at approximately $2.4 million which is being expensed over various vesting periods (12 months to 3 years). Total unearned compensation related to restricted stock grants as of June 30, 2006 is approximately $1,374,600. Restricted stock expense for the three months ended June 30, 2006 and 2005 is approximately $383,000 and $117,900, respectively, and is included in general and administrative expenses in the condensed unaudited statements of operations. Restricted stock expense for the six months ended June 30, 2006 and 2005 is approximately $551,200 and $142,000, respectively, and is included in general and administrative expenses in the condensed unaudited consolidated statements of operations.

(j) Reclassifications

Certain reclassifications were made to the prior period financial statements in order to conform to the current period presentation. In addition, as discussed in Note 8, the Company in 2005 announced its intention to sell substantially all of its state Department of Transportation related projects and assets. Accordingly, the net loss for these projects and assets for the three and six months ended June 30, 2005 have been reclassified from the prior period presentation as a loss from discontinued operations in the Company’s condensed unaudited consolidated statements of operations.

MasTec, Inc.
Notes to the Condensed Unaudited Consolidated Financial Statements

(k) Equity investments

The Company has one investment which is accounted for by the equity method as the Company owns 49% of the entity and has the ability to exercise significant influence over the operational policies of the limited liability company. The Company's share of its earnings or losses in this investment is included as other income, net in the condensed unaudited consolidated statements of operations. As of June 30, 2006, the Company's investment exceeded the net equity of such investment and accordingly the excess is considered to be equity goodwill. The Company periodically evaluates the equity goodwill for impairment under Accounting Principle Board No. 18, "*The Equity Method of Accounting for Investments in Common Stock*", as amended. See Note 11.

(l) Fair value of financial instruments

The Company estimates the fair market value of financial instruments through the use of public market prices, quotes from financial institutions and other available information. Judgment is required in interpreting data to develop estimates of market value and, accordingly, amounts are not necessarily indicative of the amounts that we could realize in a current market exchange. Short-term financial instruments, including cash and cash equivalents, accounts and notes receivable, accounts payable and other liabilities, consist primarily of instruments without extended maturities, the fair value of which, based on management's estimates, equaled their carrying values. At June 30, 2006 and December 31, 2005, the fair value of the Company's outstanding senior subordinated notes was $120.7 million and $195.0 million, respectively, based on quoted market values. The Company uses letters of credit to back certain insurance policies. The letters of credit reflect fair value as a condition of their underlying purpose and are subject to fees under the credit agreement.

Note 4 — Sale of the Company's Common Stock

On January 24, 2006, the Company completed a public offering of 14,375,000 shares of common stock at $11.50 per share. The net proceeds from the sale were $156.5 million after deducting underwriting discounts and offering expenses. The Company used $18.5 million of the net proceeds for the cash portion of the purchase price for the DSSI acquisition, as described in Note 5. On March 2, 2006, the Company used $75.5 million of the net proceeds to redeem a portion of its 7.75% senior subordinated notes due February 2008 plus interest (see Note 7). The Company expects to use the remaining net proceeds for working capital, other possible acquisitions of assets and businesses, fund organic growth and other general corporate purposes.

Note 5 — Acquisition of Digital Satellite Services, Inc.

Effective January 31, 2006, the Company acquired substantially all of the assets and assumed certain operating liabilities and contracts of Digital Satellite Services, Inc., which it refers to as the DSSI acquisition. The purchase price was composed of $18.5 million in cash, $6.9 million of MasTec common stock (637,214 shares based on the closing price of the Company's common stock of $11.77 per share on January 27, 2006 discounted by 8.75% due to the shares being restricted for 120 days), $784,000 of transaction costs and an earn-out based on future performance. Pursuant to the terms of the purchase agreement, the Company registered the resale of the MasTec common stock on April 28, 2006.

DSSI, which had revenues exceeding $50 million for the year ended December 31, 2005 (unaudited), was involved in the installation of residential and commercial satellite and security services in several markets including Atlanta, Georgia, the Greenville-Spartanburg area of South Carolina and Asheville, North Carolina, and portions of Tennessee, Kentucky and Virginia. These markets are contiguous to areas in which the Company is active with similar installation services. Following the DSSI acquisition, the Company provides installation services from the mid-Atlantic states to South Florida.

The purchase price allocation for the DSSI acquisition is based on fair-value of each of the following components on January 31, 2006 (unaudited) (in thousands):

Net assets	$ 2,026
Non-compete agreements	658
Goodwill	23,487
Purchase price	$26,171

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The non-compete agreements are with an executive and with the shareholders of DSSI and will be amortized over a five and a seven year period, respectively.

DSSI's results of operations prior to the date of acquisition are not significant to the Company's results of operations or financial condition and accordingly, no pro forma information is disclosed.

Note 6 — Other Assets and Liabilities

Prepaid expenses and other current assets as of June 30, 2006 and December 31, 2005 consist of the following (in thousands):

	June 30, 2006	December 31, 2005
Deferred tax assets	$10,775	$ 5,308
Notes receivable	1,447	2,231
Non-trade receivables	9,533	21,452
Other investments	4,931	4,815
Prepaid expenses and deposits	7,083	6,563
Other	2,079	2,073
Total prepaid expenses and other current assets	$35,848	$ 42,442

Other non-current assets consist of the following as of June 30, 2006 and December 31, 2005 (in thousands):

	June 30, 2006	December 31, 2005
Investment in real estate	$ 1,683	$ 1,683
Equity investment	9,660	5,268
Long-term portion of deferred financing costs, net	3,163	4,124
Cash surrender value of insurance policies	6,978	6,369
Non-compete agreements, net	1,417	900
Insurance escrow	24,624	24,792
Other	2,827	2,934
Total other assets	$50,352	$ 46,070

Other current and non-current liabilities consist of the following as of June 30, 2006 and December 31, 2005 (in thousands):

	June 30, 2006	December 31, 2005
Current liabilities:		
Accrued compensation	$ 9,218	$ 11,084
Accrued insurance	17,024	17,144
Billings in excess of costs	4,810	2,505
Accrued professional fees	2,778	3,484
Accrued interest	3,906	6,329
Accrued losses on contracts	282	509
Accrued payments related to equity investment	925	925
Other	7,799	3,569
Total other current liabilities	$46,742	$ 45,549

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	June 30, 2006	December 31, 2005
Non-current liabilities:		
Accrued insurance	$34,357	$ 34,926
Minority interest	1,902	1,837
Other	84	596
Total other liabilities	$36,343	$ 37,359

Note 7 — Debt

Debt is comprised of the following at June 30, 2006 and December 31, 2005 (in thousands):

	June 30, 2006	December 31, 2005
Revolving credit facility at LIBOR plus 1.25% as of June 30, 2006 and 2.25% as of December 31, 2005 (5.48% as of June 30, 2006 and 5.25% as of December 31, 2005) or, at the Company's option, the bank's prime rate as of June 30, 2006 and the bank's prime rate plus 0.75% as of December 31, 2005 (8.25% as of June 30, 2006 and 8.00% December 31, 2005)	$ —	$ 4,154
7.75% senior subordinated notes due February 2008	120,956	195,943
Capital lease obligations	6,541	—
Notes payable for equipment, at interest rates from 7.5% to 8.5% due in installments through the year 2008	522	273
Total debt	128,019	200,370
Less current maturities	(1,058)	(4,266)
Long-term debt	$126,961	$ 196,104

Revolving Credit Facility

The Company has a secured revolving credit facility for its operations which was amended and restated on May 10, 2005 increasing the maximum amount of availability from $125 million to $150 million, subject to reserves of $5.0 million, and other adjustments and restrictions (the "Credit Facility"). The Credit Facility expires on May 10, 2010. The deferred financing costs related to the Credit Facility are included in prepaid expenses and other current assets and other assets in the condensed unaudited consolidated balance sheets.

Based on the Company's improved financial position, on May 8, 2006, the Company amended its Credit Facility ("2006 Amendment") to reduce the interest rate margins charged on borrowings and letters of credit. The 2006 Amendment also increases the maximum permitted purchase price for an acquisition, increases permitted receivable concentration of certain customers, increases the permitted capital expenditures and debt baskets, and reduces the required minimum fixed charge coverage ratio if net availability falls below $20.0 million.

The amount that the Company can borrow at any given time is based upon a formula that takes into account, among other things, eligible billed and unbilled accounts receivable and equipment which can result in borrowing availability of less than the full amount of the Credit Facility. As of June 30, 2006 and December 31, 2005, net availability under the Credit Facility totaled $47.9 million and $55.4 million, respectively, net of outstanding standby letters of credit aggregating $66.5 million and $57.6 million as of such dates, respectively. At June 30, 2006, $48.2 million of the outstanding letters of credit were issued to support the Company's casualty and medical insurance requirements. These letters of credit mature at various dates and most have automatic renewal provisions subject to prior notice of cancellation. The Credit Facility is collateralized by a first priority security interest in substantially all of the Company's assets and a pledge of the stock of certain of its operating subsidiaries. All wholly-owned subsidiaries collateralize the Credit Facility. At June 30, 2006 and December 31, 2005, the Company had outstanding cash draws under the Credit Facility of $0 and $4.2 million, respectively. Interest under the Credit Facility accrues at rates based, at the Company's option, on the agent bank's base rate plus a margin of between 0.0% and 0.75% or the LIBOR rate (as

defined in the Credit Facility) plus a margin of between 1.25% and 2.25%, depending on certain financial thresholds. The Credit Facility includes an unused facility fee of 0.375%, which may be adjusted to as low as 0.250%.

If the net availability under the Credit Facility is under $20.0 million at any given day, the Company is required to be in compliance with a minimum fixed charge coverage ratio, which, as part of the 2006 Amendment, was reduced to 1.1 to 1.0 measured on a monthly basis. Certain events are triggered if the Company is not in compliance with this ratio. The fixed charge coverage ratio is generally defined to mean the ratio of the Company's net income before interest expense, income tax expense, depreciation expense, and amortization expense minus net capital expenditures and cash taxes paid to the sum of all interest expense plus current maturities of debt for the period. The financial covenant was not applicable as of June 30, 2006 because the net availability under the Credit Facility was $47.9 million as of June 30, 2006 and net availability did not reduce below $20.0 million at any given day during the period.

Based upon the 2006 Amendment and the Company's current availability, liquidity and projections for 2006, the Company believes it will be in compliance with the Credit Facility's terms and conditions and the minimum availability requirements for the remainder of 2006. The Company is dependent upon borrowings and letters of credit under this Credit Facility to fund operations. Should the Company be unable to comply with the terms and conditions of the Credit Facility, it would be required to obtain modifications to the Credit Facility or another source of financing to continue to operate. The Company may not be able to achieve its 2006 projections and this may adversely affect its ability to remain in compliance with the Credit Facility's minimum net availability requirements and minimum fixed charge ratio in the future. The Company's variable rate Credit Facility exposes it to interest rate risk. However, the Company had no cash borrowings outstanding under the Credit Facility at June 30, 2006.

Senior Subordinated Notes

As of June 30, 2006, the Company had outstanding $120.9 million in principal amount of its 7.75% senior subordinated notes due in February 2008. Interest is due semi-annually. The notes are redeemable, at the Company's option at 100% of the principal amount plus accrued but unpaid interest. On March 2, 2006, the Company redeemed $75.0 million of the senior subordinated notes and paid approximately $0.5 million in accrued interest. The notes also contain default (including cross-default) provisions and covenants restricting many of the same transactions restricted under the Credit Facility.

Capital Lease Obligations

During 2006, the Company entered into several agreements which provided financing for various machinery and equipment totaling $6.5 million. These capital leases are non-cash transactions and, accordingly, have been excluded form the condensed unaudited consolidated statements of cash flows. These leases range between 60 and 84 months and have effective interest rates ranging from 6.03% to 7.65%. In accordance with Statement of Financial Accounting Standard No. 13, "*Accounting for Leases*" ("SFAS 13"), as amended, these leases were capitalized. SFAS 13 requires the capitalization of leases meeting certain criteria, with the related asset being recorded in property and equipment and an offsetting amount recorded as a liability. As of June 30, 2006, the Company had $6.5 million in total indebtedness relating to the capital leases entered into during 2006, of which $5.5 million was considered long-term.

The Company had no holdings of derivative financial or commodity instruments at June 30, 2006.

Note 8 — Discontinued Operations

In March 2004, the Company ceased performing contractual services for customers in Brazil, abandoned all assets of its Brazil subsidiary and made a determination to exit the Brazil market. The abandoned Brazil subsidiary has been classified as a discontinued operation. In November 2005, the subsidiary applied for relief and was adjudicated bankrupt by a Brazilian bankruptcy court. The subsidiary is currently being liquidated under court supervision. For the three months ended June 30, 2006 and 2005, the expenses incurred by the Brazilian subsidiary were principally related to legal fees incurred in connection with the bankruptcy proceedings. For the three months ended June 30, 2006 and 2005, the net loss from the Brazilian operations was $30,000 and $0, respectively. For the six months ended June 30, 2006 and 2005, the net loss from these operations was $82,000 and $0, respectively.

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The following table summarizes the assets and liabilities for the Brazil operations as of June 30, 2006 and December 31, 2005 (in thousands):

	June 30, 2006	December 31, 2005
Current assets	$ 290	$ 290
Non-current assets	—	—
Current liabilities	19,507	19,455
Non-current liabilities	2,170	2,170
Accumulated foreign currency translation.	(21,387)	(21,335)

During the fourth quarter of 2004, the Company ceased performing new services in the network services operations and sold these operations in 2005. On May 24, 2005, the Company sold certain of its network services operations assets to a third party for $208,501 consisting of $100,000 in cash and a promissory note in the principal amount of $108,501 due in May 2006. The promissory note is included in other current assets in the accompanying condensed unaudited consolidated balance sheet. These operations have been classified as a discontinued operation in all periods presented. The net loss for the network services operations was $17,000 and $114,000 for the three months and six months ended June 30, 2006, respectively. The net loss for the network services operations was $1.0 million and $1.4 million for the three months and six months ended June 30, 2005, respectively.

The following table summarizes the assets and liabilities of the network services operations as of June 30, 2006 and December 31, 2005 (in thousands):

	June 30, 2006	December 31, 2005
Current assets	$ 251	$ 883
Non current assets	34	34
Current liabilities	470	816
Non current liabilities	—	—
Shareholder’s (deficit) equity	(185)	101

The following table summarizes the results of operations of network services (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2006	2005	2006	2005
Revenue	$ 43	$ 1,140	$ 102	$ 3,777
Cost of revenue	(43)	(1,243)	(102)	(3,777)
Operating and other expenses	(17)	(899)	(114)	(1,447)
Loss from operations before benefit for income taxes	$ (17)	$ (1,002)	$ (114)	$(1,447)
Benefit for income taxes	—	—	—	—
Net loss	$ (17)	$ (1,002)	$ (114)	$(1,447)

On December 31, 2005, the executive committee of the Company’s board of directors voted to sell substantially all of its state Department of Transportation related projects and assets. The projects and assets that are for sale have been accounted for as discontinued operations for all periods presented, including the reclassification of results of operations from these projects to discontinued operations for the three months and six months ended June 30, 2005. A quarterly review of the carrying value of the underlying net assets related to the state Department of Transportation projects and assets was conducted in connection with the decision to sell these projects and assets. Management assumed a six month projected cash flow and estimated a selling price using a weighted probability cash flow approach based on management’s estimates. Following the second quarter of 2006 results and cash flow projection for these projects and

related assets, management determined there were sufficient indicators of impairment to the carrying value of the underlying net assets of the state Department of Transportation related projects and assets. As a result, $20.8 million non-cash impairment charge was recorded for the estimated sales price and disposition of the state Department of Transportation related projects and assets. All impairment charges are included in discontinued operations. These estimates are subject to change in the future and if the Company is not able to sell these projects and assets at the estimated selling price or the cash flow changes, the Company may incur additional impairment charges in the future. As of June 30, 2006, the carrying value of the subject net assets for sale was approximately $20.2 million after taking into consideration the impairment charge. This amount is comprised of total assets of $50.4 million less total liabilities of $30.2 million.

The following table summarizes the assets held for sale and liabilities related to the assets held for sale for the state Department of Transportation operations as of June 30, 2006 and December 31, 2005 (in thousands):

	June 30, 2006	December 31, 2005
Accounts receivable, net	$33,862	$ 44,906
Inventory	14,913	23,724
Other current assets	613	1,058
Current assets held for sale	$49,388	$ 69,688
Property and equipment, net	$ —	$ 3,822
Long-term assets	1,027	2,327
Long-term assets held for sale	$ 1,027	$ 6,149
Current liabilities related to assets held for sale	$29,460	$ 30,099
Long-term liabilities related to assets held for sale	$ 742	$ 860

The following table summarizes the results of operations for the state Department of Transportation related projects and assets that are considered to be discontinued (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2006	2005	2006	2005
Revenue	$ 22,402	$ 26,449	$ 47,066	$ 50,243
Cost of revenue	(33,545)	(26,783)	(62,815)	(54,676)
Operating and other expenses	(24,546)	(2,707)	(27,620)	(4,734)
Loss from operations before benefit for income taxes	$(35,689)	$ (3,041)	$(43,369)	$ (9,167)
Benefit for income taxes	—	—	—	—
Net loss	$(35,689)	$ (3,041)	$(43,369)	$ (9,167)

Note 9 — Commitments and Contingencies

The Company brought an action against NextiraOne Federal in the Federal Court in Eastern District of Virginia, to recover payment for services rendered in connection with a state Department of Transportation project, which is included in discontinued operations, on a network wiring contract. NextiraOne counterclaimed for offsets and remediation. On May 5, 2006, the Judge ruled that the Company failed to establish an entitlement to recover damages for contract work done, and that NextiraOne Federal failed to establish an entitlement to recover costs of alleged offsets and costs of remediation. Neither party obtained the relief sought. The Company believes the ruling is an error, and has sought remedy on appeal. The Company may be unable to obtain relief without additional expenses.

In April 2006, the Company settled, without payment to the plaintiffs by the Company, several complaints for purported securities class actions that were filed against the Company and certain officers in the second quarter of 2004.

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While the Company believes it would have ultimately been successful in defense of these actions, given the amount of the settlement, the inherent risk of uncertainty of the legal proceedings, and the substantial time and expense of defending these proceedings, the Company concluded that entering into the settlement was the appropriate course of action. On June 30, 2006, the parties executed a Stipulation of Settlement and filed a Joint Motion for Preliminary Approval of the settlement of the federal securities class action. The settlement is contingent upon final approval by the Court. The Court scheduled a preliminary hearing on the approval of the settlement for August 15, 2006. If the settlement is preliminarily approved, the Court will schedule a final fairness hearing to determine whether the settlement is fair, reasonable and adequate. As part of the settlement, the Company's excess insurance carrier has retained its rights to seek reimbursement of up to $2.0 million from the Company based on its claim that notice was not properly given under the policy. The Company believes these claims are without merit and plans to continue vigorously defending this action. The Company also believes that they have claims against the insurance broker for any losses arising from the notice.

The parties in the shareholder derivative action, which is based on the same factual predicate as the purported federal securities class action and related SEC informal inquiry, have executed a memorandum of understanding and are presently finalizing the stipulation of settlement. Once executed, the stipulation of settlement will be filed with the Court for final approval.

The SEC is conducting an informal fact-finding inquiry related to the restatements of the Company's financial statements. The Company is fully cooperating with the SEC. The Company has voluntarily produced documents to the SEC. The SEC is currently conducting interviews in connection with this inquiry.

In October 2005, eleven former employees filed a Fair Labor Standards Act ("FLSA") collective action against MasTec in the Federal District Court in Tampa, Florida, alleging failure to pay overtime wages as required under the FLSA. The matter is currently stayed and under investigation. The Company does not believe it is liable under the FLSA as alleged in the complaint. The Company plans to vigorously defend this lawsuit, but may be unable to successfully resolve this dispute without incurring significant expenses. Due to the early stage of this proceeding, any potential loss cannot presently be determined.

During construction of a natural gas pipeline project in Oregon in 2003, the Company and its customer, Coos County, Oregon, were cited for violations of the Clean Water Act by the U.S. Army Corps of Engineers ("Corps of Engineers"). Despite protracted negotiations, the parties were unable to settle these complaints. On March 30, 2006, the Corps of Engineers filed suit against the Company and Coos County in Federal District Court in Oregon. The Company intends to defend this action vigorously, but may be unable to do so without incurring significant expenses. Due to the early stage of this proceeding, potential loss, if any, cannot be determined.

In connection with the same project, a complaint alleging failure to comply with prevailing wage requirements was filed against us by the Oregon Bureau of Labor and Industry. This matter was filed with the state court in Coos County. The Company intends to defend this action vigorously, but may be unable to do so without incurring significant expenses. Due to the early stage of this litigation, any potential loss cannot presently be determined.

The potential loss for all unresolved Coos Bay matters and unpaid settlements reached described above is estimated to be $125,000 at June 30, 2006, which has been recorded in the unaudited condensed consolidated balance sheets as accrued expenses.

In June 2005, the Company posted a $2.3 million bond in order to pursue the appeal of a $1.7 million final judgment entered June 30, 2005 against the Company for damages plus attorney's fees resulting from a break in a Citgo pipeline. The Company seeks a new trial and reduction in the damages award. The Company will continue to contest this matter in the appellate court, and on subsequent retrial. The amount of the loss, if any, relating to this matter not covered by insurance is estimated to be $100,000 to $2.4 million, of which $100,000 is recorded in the unaudited condensed consolidated balance sheet as of June 30, 2006, as accrued expenses.

The Company is also a party to other pending legal proceedings arising in the normal course of business. While complete assurance cannot be given as to the outcome of any legal claims, management believes that any financial impact would not be material to its results of operations, financial position or cash flows.

The Company is required to provide payment and performance bonds for some of its contractual commitments related to projects in process. At June 30, 2006, the cost to complete projects for which the $283.9 million in performance and payment bonds are outstanding was $64.2 million.

On January 3, 2005, MasTec entered into an employment agreement with Gregory S. Floerke relating to his employment as Chief Operations Officer. He was solely focused and responsible for managing intelligent traffic services related projects for MasTec. The agreement was to expire on January 2, 2007 unless earlier terminated, and provided that Mr. Floerke would be paid an annual salary of $300,000 during the first year of employment and $350,000 during the second year of employment. The agreement also provided for the grant to Mr. Floerke of stock options pursuant to MasTec's stock option plans and contained confidentiality, non-competition and non-solicitation provisions. Mr. Floerke resigned effective March 30, 2006. In connection therewith, the Company entered into a separation agreement with Mr. Floerke in which the Company paid him $95,000. This separation agreement terminated the employment agreement with Mr. Floerke. The Company also recorded approximately $242,000 in stock compensation for the first quarter of 2006 related to the extension of the exercise period on Mr. Floerke's stock options and the acceleration of the vesting of his unvested options. This amount is included in non-cash stock compensation expense as discussed in Note 3(i) and is included in loss from discontinued operations.

Note 10 — Concentrations of Risk

The Company provides services to its customers in the following industries: communications, utilities and government.

Revenue for customers in these industries is as follows (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2006	2005	2006	2005
Communications	$169,852	$157,763	$326,673	$298,242
Utilities	44,158	36,285	97,902	80,779
Government	18,090	15,612	26,277	24,615
	$232,100	$209,660	$450,852	$403,636

The Company grants credit, generally without collateral, to its customers. Consequently, the Company is subject to potential credit risk related to changes in business and economic factors. However, the Company generally has certain lien rights on that work and concentrations of credit risk are limited due to the diversity of the customer base. The Company believes its billing and collection policies are adequate to minimize potential credit risk. During the three months ended June 30, 2006, 44.8% of the Company's total revenue was attributed to two customers. Revenue from these two customers accounted for 33.9% and 10.9%, respectively, of total revenue for the three months ended June 30, 2006. During the three months ended June 30, 2005, two customers accounted for 41.2% of the Company's total revenue after adjustment for discontinued operations (see Note 8). Revenue from these two customers accounted for 28.9% and 12.3%, respectively, of the total revenue for the three months ended June 30, 2005. During the six months ended June 30, 2006, 47.9% of the Company's total revenue was attributed to two customers. Revenue from these two customers accounted for 35.8% and 12.1%, respectively, of the total revenue for the six months ended June 30, 2006. During the six months ended June 30, 2005, 43.5% of the Company's total revenue was attributed to two customers. Revenue from these two customers accounted for 30.4% and 13.1%, respectively, of the total revenue for the six months ended June 30, 2005.

The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of customers to make required payments. Management analyzes historical bad debt experience, customer concentrations, customer credit-worthiness, the availability of mechanics and other liens, the existence of payment bonds and other sources of payment, and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. If judgments regarding the collectibility of accounts receivables were incorrect, adjustments to the allowance may be required, which would reduce profitability. In addition, the Company's reserve mainly covers the accounts receivable

related to the unprecedented number of customers that filed for bankruptcy protection during the year 2001 and general economic climate of 2002. As of June 30, 2006, the Company had remaining receivables from customers undergoing bankruptcy reorganization totaling $13.8 million net of $7.4 million in specific reserves. As of December 31, 2005, the Company had remaining receivables from customers undergoing bankruptcy reorganization totaling $14.5 million net of $8.0 million in specific reserves. Based on the analytical process described above, management believes that the Company will recover the net amounts recorded. The Company maintains an allowance for doubtful accounts of $13.2 million and $15.9 million as of June 30, 2006 and December 31, 2005, respectively, for both specific customers and as a reserve against other past due balances. The decrease in reserves is due to certain specific reserves being written off against the receivable in the six months ended June 30, 2006. Should additional customers file for bankruptcy or experience difficulties, or should anticipated recoveries in existing bankruptcies and other workout situations fail to materialize, the Company could experience reduced cash flows and losses in excess of the current allowance.

Note 11 — Equity Investment

The Company has a 49% interest in a limited liability company that it purchased from a third party. The purchase price for this investment was an initial amount of $3.7 million which was paid in four quarterly installments of $925,000 through December 31, 2005. Beginning in the first quarter of 2006, eight additional contingent quarterly payments are expected to be made to the third party from which the interest was purchased. The contingent payments will be up to a maximum of $1.3 million per quarter based on the level of unit sales and profitability of the limited liability company in specified preceding quarters. The first three quarterly payments, each of $925,000, were made on January 10, 2006, April 10, 2006 and July 11, 2006. The July amount is included in accrued expenses and other assets at June 30, 2006. The Company also may be required under the agreement to make capital contributions from time to time equal to 49% of the additional capital required by the venture. In March 2006, the venture requested a total capital contribution in the amount of $2.0 million of which $980,000, or 49%, was paid by MasTec. Accordingly, this amount increased the investment balance which is included in other assets at June 30, 2006.

As of June 30, 2006, the Company’s investment exceeded the net equity of such investment and accordingly the excess is considered to be equity goodwill.

The Company has accounted for this investment using the equity method as the Company has the ability to exercise significant influence over the financial and operational policies of this limited liability company. The Company recognized $1,207,000 and $347,000 in investment income during the three months ended June 30, 2006 and 2005, respectively. The Company recognized $1,563,000 and $562,000 in investment income during the six months ended June 30, 2006 and 2005, respectively. As of June 30, 2006, the Company had an investment balance of approximately $9.7 million in relation to this investment included in other assets in the condensed unaudited consolidated financial statements.

Note 12 — Related Party Transactions

MasTec purchases, rents and leases equipment used in its business from a number of different vendors, on a non-exclusive basis, including Neff Corp., in which Jorge Mas, the Company’s Chairman and Jose Mas, the Company’s Vice-Chairman and Executive Vice President, were directors and owners of a controlling interest through June 4, 2005. Juan Carlos Mas, the brother of Jorge and Jose Mas, is Chairman, Chief Executive Officer, a director and a shareholder of Neff Corp. During the period from April 1, 2005 through June 4, 2005, the Company paid Neff $155,395. During the period from January 1, 2005 through June 4, 2005, the Company paid Neff $328,013. MasTec believes the amount paid to Neff was equivalent to the payments that would have been made between unrelated parties for similar transactions acting at arm’s length.

MasTec has entered into split dollar agreements with key executives and the Chairman of the Board. During the three months ended June 30, 2006 and 2005, MasTec paid $284,000 and $0, respectively, in premiums in connection with these split dollar agreements. During the six months ended June 30, 2006 and 2005, MasTec paid $610,000 and $0, respectively, in premiums in connection with these split dollar agreements.

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Note 13 — New Accounting Pronouncements

In July 2006, the Financial Accounting Standards Board ("FASB") issued Financial Interpretation No. 48 ("FIN No. 48'), "*Accounting for Uncertainty in Income Taxes — An Interpretation of FASB Statement No. 109*." This Interpretation prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. This Interpretation also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. FIN 48 is effective for fiscal years beginning after December 15, 2006. The Company is evaluating the effect this Interpretation will have on its consolidated financial statements.

In February 2006, the FASB issued Statement of Financial Accounting Standard No. 155, "*Accounting for Certain Hybrid Financial Instruments — an amendment of FASB Statements No. 133 and 140.*" In March 2006, the FASB issued Statement of Financial Accounting Standard No. 156, "*Accounting for Servicing of Financial Assets — an amendment of FASB Statement No. 140*." These Statements are not expected to have a material effect on the Company's consolidated financial statements**.**

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward-Looking Statements

This report contains forward-looking statements within the meaning of the Securities Act of 1933 and the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995. These forward-looking statements are not historical facts but are the intent, belief, or current expectations, of our business and industry, and the assumptions upon which these statements are based. Words such as "anticipates", "expects", "intends", "will", "could", "would", "should", "may", "plans", "believes", "seeks", "estimates" and variations of these words and the negatives thereof and similar expressions are intended to identify forward-looking statements. These statements are not guarantees of future performance and are subject to risks, uncertainties, and other factors, some of which are beyond our control, are difficult to predict, and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. These risks and uncertainties include those described in "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Risk Factors" and elsewhere in this report and in the Company's Annual Report on Form 10-K for the year ended December 31, 2005, including those described under "Risk Factors" in the Form 10-K. Forward-looking statements that were true at the time made may ultimately prove to be incorrect or false. Readers are cautioned to not place undue reliance on forward-looking statements, which reflect our management's view only as of the date of this report. We undertake no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes to future operating results.

Overview

We are a leading specialty contractor operating mainly throughout the United States and Canada and across a range of industries. Our core activities are the building, installation, maintenance and upgrade of communications and utility infrastructure and transportation systems. Our primary customers are in the following industries: communications (including satellite television and cable television), utilities and governments. We provide similar infrastructure services across the industries we serve. Our customers rely on us to build and maintain infrastructure and networks that are critical to their delivery of voice, video and data communications, electricity and transportation systems.

Effective January 31, 2006, we acquired substantially all of the assets and assumed certain operating liabilities and contracts of Digital Satellite Services, Inc., which we refer to as the DSSI acquisition. The purchase price was composed of $18.5 million in cash, $6.9 million of MasTec common stock (637,214 shares based on the closing price of $11.77 per share on January 27, 2006 discounted due to shares being restricted for up to 120 days), $784,000 of transaction costs and an earn-out based on future performance. Pursuant to the terms of the purchase agreement, we registered the resale of the MasTec common stock on April 28, 2006.

DSSI, which had revenues exceeding $50 million during the year ended December 31, 2005 (unaudited), was involved in the installation of residential and commercial satellite and security services in several markets including Atlanta, Georgia, the Greenville-Spartanburg area of South Carolina and Asheville, North Carolina, and portions of Tennessee, Kentucky and Virginia. These markets are contiguous to areas in which we are active with similar installation services. Following the DSSI acquisition, we provide installation services from the mid-Atlantic states to South Florida.

The purchase price allocation for the DSSI acquisition is based on fair-value of each of the following components as of January 31, 2006 (in thousands):

Net assets	$ 2,026
Non-compete agreements	658
Goodwill	23,487
Purchase price	$26,171

Revenue

We provide services to our customers which are companies in the communications, as well as utilities and government industries.

Revenue for customers in these industries is as follows (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2006	2005	2006	2005
Communications	$169,852	$157,763	$326,673	$298,242
Utilities	44,158	36,285	97,902	80,779
Government	18,090	15,612	26,277	24,615
	$232,100	$209,660	$450,852	$403,636

A majority of our revenue is derived from projects performed under service agreements. Some of these agreements are billed on a time and materials basis and revenue is recognized as the services are rendered. We also provide services under master service agreements which are generally multi-year agreements. Certain of our master service agreements are exclusive up to a specified dollar amount per work order for each defined geographic area. Work performed under master service and other agreements is typically generated by work orders, each of which is performed for a fixed fee. The majority of these services typically are of a maintenance nature and to a lesser extent upgrade services. These master service agreements and other service agreements are frequently awarded on a competitive bid basis, although customers are sometimes willing to negotiate contract extensions beyond their original terms without re-bidding. Our master service agreements and other service agreements have various terms, depending upon the nature of the services provided and are typically subject to termination on short notice. Under our master service and similar type service agreements, we furnish various specified units of service each for a separate fixed price per unit of service. We recognize revenue as the related unit of service is performed. For service agreements on a fixed fee basis, profitability will be reduced if the actual costs to complete each unit exceed original estimates. We also immediately recognize the full amount of any estimated loss on these fixed fee projects if estimated costs to complete the remaining units for the project exceed the revenue to be received from such units.

The remainder of our work is generated pursuant to contracts for specific installation/construction projects or jobs. For installation/construction projects, we recognize revenue on the units-of-delivery or percentage-of-completion methods. Revenue on unit based projects is recognized using the units-of-delivery method. Under the units-of-delivery method, revenue is recognized as the units are completed at the contractually agreed price per unit. For certain customers with unit based installation/construction projects, we recognize revenue after the service is performed and the work orders are approved to ensure that collectibility is probable from these customers. Revenue from completed work orders not collected in accordance with the payment terms established with these customers is not recognized until collection is assured. Revenue on non-unit based contracts is recognized using the percentage-of-completion method. Under the percentage-of-completion method, we record revenue as work on the contract progresses. The cumulative amount of revenue recorded on a contract at a specified point in time is that percentage of total estimated revenue that incurred costs to date bear to estimated total contract costs. Customers are billed with varying frequency: weekly, monthly or upon attaining specific milestones. Such contracts generally include retainage provisions under which 2% to 15% of the contract price is withheld from us until the work has been completed and accepted by the customer. If, as work progresses, the actual projects costs exceed estimates, the profit recognized on revenue from that project decreases. We recognize the full amount of any estimated loss on a contract at the time the estimates indicate such a loss.

Revenue by type of contract is as follows (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2006	2005	2006	2005
Master service and other service agreements	$164,752	$150,222	$329,291	$291,452
Installation/construction projects agreements	67,348	59,438	121,561	112,184
	$232,100	$209,660	$450,852	$403,636

Costs of Revenue

Our costs of revenue include the costs of providing services or completing the projects under our contracts including operations payroll and benefits, fuel, subcontractor costs, equipment rental, materials not provided by our customers, and

insurance. Profitability will be reduced if the actual costs to complete each unit exceed original estimates on fixed price service agreements. We also immediately recognize the full amount of any estimated loss on fixed fee projects if estimated costs to complete the remaining units for the project exceed the revenue to be received from such units.

Our customers generally supply materials such as cable, conduit and telephone equipment. Customer furnished materials are not included in revenue and cost of sales due to all materials being purchased by the customer. The customer determines the specifications of the materials that are to be utilized to perform installation/construction services. We are only responsible for the performance of the installation/construction services and not the materials for any contract that includes customer furnished materials nor do we not have any risk associated with customer furnished materials. Our customers retain the financial and performance risk of all customer furnished materials.

General and Administrative Expenses

General and administrative expenses include all costs of our management and administrative personnel, provisions for bad debts, rent, utilities, travel, business development efforts and back office administration such as financial services, insurance, administration, professional costs and clerical and administrative overhead.

Discontinued Operations

In 2004, we declared each of our Brazil subsidiary and network services operations a discontinued operation. In 2005, we declared substantially all of our state Department of Transportation related projects and assets a discontinued operation due to our intention to sell these projects and assets. Accordingly, results of operations for the three months and six months ended June 30, 2005 of substantially all of our state Department of Transportation related projects and assets have been reclassified to discontinued operations and all financial information for all periods presented reflects these operations as discontinued operations.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations is based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates, including those related to revenue recognition, allowance for doubtful accounts, intangible assets, reserves and accruals, impairment of assets, income taxes, insurance reserves and litigation and contingencies. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis of making judgments about the carrying values of assets and liabilities, that are not readily apparent from other sources. Actual results may differ from these estimates if conditions change or if certain key assumptions used in making these estimates ultimately prove to be materially incorrect.

We believe the following critical accounting policies involve our more significant judgments and estimates used in the preparation of our consolidated financial statements.

Revenue Recognition

Revenue and related costs for master and other service agreements billed on a time and materials basis are recognized as the services are rendered. There are also some master service agreements that are billed on a fixed fee basis. Under our fixed fee master service and similar type service agreements we furnish various specified units of service for a separate fixed price per unit of service. We recognize revenue as the related unit of service is performed. For service agreements on a fixed fee basis, profitability will be reduced if the actual costs to complete each unit exceed original estimates. We also immediately recognize the full amount of any estimated loss on these fixed fee projects if estimated costs to complete the remaining units exceed the revenue to be received from such units.

We recognize revenue on unit based installation/construction projects using the units-of-delivery method. Our unit based contracts relate primarily to contracts that require the installation or construction of specified units within an infrastructure system. Under the units-of-delivery method, revenue is recognized at the contractually agreed upon price as the units are completed and delivered. Our profitability will be reduced if the actual costs to complete each unit

exceed our original estimates. We are also required to immediately recognize the full amount of any estimated loss on these projects if estimated costs to complete the remaining units for the project exceed the revenue to be earned on such units. For certain customers with unit based installation/construction projects, we recognize revenue after service has been performed and work orders are approved to ensure that collectibility is probable from these customers. Revenue from completed work orders not collected in accordance with the payment terms established with these customers is not recognized until collection is assured.

Our non-unit based, fixed price installation/construction contracts relate primarily to contracts that require the construction and installation of an entire infrastructure system. We recognize revenue and related costs as work progresses on non-unit based, fixed price contracts using the percentage-of-completion method, which relies on contract revenue and estimates of total expected costs. We estimate total project costs and profit to be earned on each long-term, fixed-price contract prior to commencement of work on the contract. We follow this method since reasonably dependable estimates of the revenue and costs applicable to various stages of a contract can be made. Under the percentage-of-completion method, we record revenue and recognize profit or loss as work on the contract progresses. The cumulative amount of revenue recorded on a contract at a specified point in time is that percentage of total estimated revenue that incurred costs to date bear to estimated total contract costs. If, as work progresses, the actual contract costs exceed our estimates, the profit we recognize from that contract decreases. We recognize the full amount of any estimated loss on a contract at the time our estimates indicate such a loss.

Allowance for Doubtful Accounts

We maintain allowances for doubtful accounts for estimated losses resulting from the inability or unwillingness of our clients to make required payments. Management analyzes past due balances based on invoice date, historical bad debt experience, customer concentrations, customer credit-worthiness, customer financial condition and credit reports, the availability of mechanics' and other liens, the existence of payment bonds and other sources of payment, and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. We review the adequacy of reserves for doubtful accounts on a quarterly basis. If our estimates of the collectibility of accounts receivable are incorrect, adjustments to the allowance for doubtful accounts may be required, which could reduce our profitability.

Our estimates for our allowance for doubtful accounts are subject to significant change during times of economic weakness or uncertainty in either the overall U.S. economy or the industries we serve, and our loss experience has increased during such times.

We recorded provisions against the results of operations for doubtful accounts of $2.2 million and $0.9 million for the three months ended June 30, 2006 and 2005, respectively. We recorded provisions against the results of operations for doubtful accounts of $3.4 million and $1.9 million for the six months ended June 30, 2006 and 2005, respectively. All provisions against the results of operations for doubtful accounts are included in part in general and administrative expenses and in part in loss from discontinued operations in our condensed unaudited consolidated financial statements. These provisions are based on the results of management's quarterly reviews and analyses of our write-off history.

Inventories

Inventories consist of materials and supplies for construction projects, and are typically purchased on a project-by-project basis. Inventories are valued at the lower of cost (using the specific identification method) or market. Construction projects are completed pursuant to customer specifications. The loss of the customer or the cancellation of the project could result in an impairment of the value of materials purchased for that customer or project. Technological or market changes can also render certain materials obsolete. Allowances for inventory obsolescence are determined based upon the specific facts and circumstances for each project and market conditions. The provisions were mainly due to inventories that were purchased for specific jobs no longer in process.

Valuation of Long-Lived Assets

We review long-lived assets, consisting primarily of property and equipment and intangible assets with finite lives, for impairment in accordance with Statement of Financial Accounting Standards No. 144, *"Accounting for the Impairment or Disposal of Long-Lived Assets"* ("SFAS No. 144"). In analyzing potential impairment, we use projections of future undiscounted cash flows from the assets. These projections are based on our views of growth rates for the related business, anticipated future economic conditions and the appropriate discount rates relative to risk and estimates of residual values. We believe that our estimates are consistent with assumptions that marketplace participants would use

in their estimates of fair value. In addition, due to our intent to sell substantially all of our state Department of Transportation projects and assets, we evaluated long-lived assets for these operations under SFAS No. 144 based on projections of future discounted cash flows from these assets in 2006 and an estimated selling price for the assets held for sale by using a weighted probability cash flow analysis based on management's estimates. These estimates are subject to change in the future and if we are not able to sell these projects and assets at the estimated selling price or our cash flow changes because of changes in economic conditions, growth rates or terminal values, we may incur additional impairment charges in the future related to these operations.

During the second quarter of 2006, we determined that sufficient indicators of impairment existed in connection with the state Department of Transportation projects and assets. As a result, $20.8 million non-cash impairment charge was recorded for the estimated sales price and disposition of the state Department of Transportation projects and assets. This impairment charge is included in discontinued operations.

Valuation of Goodwill and Intangible Assets

Goodwill acquired in a purchase business combination and determined to have an infinite useful life is not amortized, but instead tested for impairment at least annually. In accordance with SFAS No. 142, "*Goodwill and Other Intangible Assets*", we conduct, on at least an annual basis, a review of our reporting entities to determine whether the carrying values of goodwill exceed the fair market value using a discounted cash flow methodology for each entity. Should this be the case, the value of our goodwill may be impaired and written down.

We could record additional impairment losses if, in the future, profitability and cash flows of our reporting units decline to the point where the carrying value of those units exceed their market value.

In the six months ended June 30, 2006, we recorded $23.5 million of goodwill in connection with the DSSI acquisition.

Insurance Reserves

We presently maintain insurance policies subject to per claim deductibles of $2 million for our workers' compensation policy, $2 million for our general liability policy and $3 million for our automobile liability policy. We have excess umbrella coverages of up to $100 million per claim and in the aggregate. We also maintain an insurance policy with respect to employee group health claims subject to per claim deductibles of $300,000. We actuarially determine any liabilities for unpaid claims and associated expenses, including incurred but not reported losses, and reflect those liabilities in our balance sheet as other current and non-current liabilities. The determination of such claims and expenses and the appropriateness of the related liability is reviewed and updated quarterly. During the six months ended June 30, 2006, we changed the discount factor used in estimating our actuarial insurance reserves for the workers compensation, general and automobile liability policies from 3.5% to 4.5% as of March 31, 2006, and from 4.5% to 5.2% as of June 30, 2006 to better reflect current market conditions and to use a discount factor more in line with the market rate we are receiving on our investments. The changes in discount factor resulted in a decrease in insurance reserves of $1.9 million.

We are required to periodically post letters of credit and provide cash collateral to our insurance carriers and surety companies. Total outstanding letters of credit amounted to $66.5 million at June 30, 2006 and $57.6 million as of December 31, 2005, of which $48.2 million and $41.8 million were outstanding to support our casualty and medical insurance requirements at June 30, 2006 and December 31, 2005, respectively. Cash collateral posted amounted to $24.6 million at June 30, 2006 and $24.8 million as of December 31, 2005. The 2006 increase in collateral for our insurance programs is related to additional collateral provided to the insurance carrier for the 2006 plan year in the amount of $8.9 million of letters of credit slightly offset by a $0.2 million reduction in cash collateral for prior year insurance programs. We may be required to post additional collateral in the future which may reduce our liquidity, or pay increased insurance premiums, which could decrease our profitability.

Stock Compensation

In the first quarter of 2006, we adopted Statement of Financial Accounting Standards No. 123 (revised 2004), *Share-Based Payment*, ("SFAS 123R"). This Statement requires companies to expense the estimated fair value of stock options and similar equity instruments issued to employees over the vesting period in their statement of operations.

SFAS 123R eliminates the alternative to use the intrinsic method of accounting provided for in Accounting Principles Board Opinion No. 25, *Accounting for Stock Issued to Employees* ("APB 25"), which generally resulted in no compensation expense recorded in the financial statements related to the grant of stock options to employees if certain conditions were met.

We adopted SFAS 123R using the modified prospective method effective January 1, 2006, which requires us to record compensation expense over the vesting period for all awards granted after the date of adoption, and for the unvested portion of previously granted awards that remain outstanding at the date of adoption. Accordingly, amounts presented for periods prior to January 1, 2006 have not been restated to reflect the adoption of SFAS 123R. However, the pro forma effect for the three months and six months ended June 30, 2005 is disclosed in Note 3(i) in Part 1. Item 1 Financial Statements, consistent with prior accounting rules.

The fair value concepts were not changed significantly in SFAS 123R; however, in adopting this Standard, companies must choose among alternative valuation models and amortization assumptions. After assessing alternative valuation models and amortization assumptions, we will continue using the Black-Scholes valuation model and have elected to use the ratable method to amortize compensation expense over the vesting period of the grant.

Total non-cash stock compensation expense related to unvested stock options for the three months ended June 30, 2006 amounted to $1.7 million which is included in general and administrative expenses. Total non-cash stock compensation expense related to unvested stock options for the six months ended June 30, 2006 amounted to $2.9 million, of which $0.2 million was included in loss from discontinued operations and $2.7 million is included in general and administrative expenses.

Valuation of Equity Investments

We have one investment which we account for by the equity method because we own 49% of the entity and we have the ability to exercise significant influence over the operational policies of the entity. Our share of the earnings or losses in this investment is included in other income, net, in the condensed unaudited consolidated statements of operations. As of June 30, 2006, our investment exceeded the net equity of such investment and accordingly the excess is considered to be equity goodwill. We periodically evaluate the equity goodwill for impairment under Accounting Principles Board No. 18, "*The Equity Method of Accounting for Investments in Common Stock*", as amended. We recognized approximately $1,207,000 and $347,000 of investment income in the three months ended June 30, 2006 and 2005, respectively, and $1,563,000 and $562,000 of investment income in the six months ended June 30, 2006 and 2005, respectively.

Income Taxes

We record income taxes using the liability method of accounting for deferred income taxes. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequence of temporary differences between the financial statement and income tax bases of our assets and liabilities. We estimate our income taxes in each of the jurisdictions in which we operate. This process involves estimating our tax exposure together with assessing temporary differences resulting from differing treatment of items, such as deferred revenue, for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included within our consolidated balance sheet. The recording of a net deferred tax asset assumes the realization of such asset in the future. Otherwise a valuation allowance must be recorded to reduce this asset to its net realizable value. We consider future pretax income and ongoing prudent and feasible tax planning strategies in assessing the need for such a valuation allowance. In the event that we determine that we may not be able to realize all or part of the net deferred tax asset in the future, a valuation allowance for the deferred tax asset is charged against income in the period such determination is made.

As a result of our operating losses, we have recorded valuation allowances aggregating $46.0 million and $33.9 million as of June 30, 2006 and December 31, 2005, respectively, to reduce certain of our net deferred Federal, foreign and state tax assets to their estimated net realizable value. We anticipate that we will generate sufficient pretax income in the future to realize our deferred tax assets. In the event that our future pretax operating income is insufficient for us to use our deferred tax assets, we have based our determination that the deferred tax assets are still realizable based on feasible tax planning strategies that are available to us involving the sale of one or more of our operations.

Litigation and Contingencies

Litigation and contingencies are reflected in our condensed unaudited consolidated financial statements based on our assessments, with legal counsel, of the expected outcome of such litigation or expected resolution of such contingency. If the final outcome of such litigation and contingencies differs significantly from our current expectations, such outcome could result in a charge to earnings. See Note 9 to our condensed unaudited consolidated financial statements in Part I Item 1 and Part II Item 1 to this Form 10-Q for description of legal proceedings and commitments and contingencies.

Results of Operations

Comparison of Quarterly Results

The following table reflects our consolidated results of operations in dollar and percentage of revenue terms for the periods indicated. This table includes the reclassification for the three and six months ended June 30, 2005 of the net loss for the state Department of Transportation related projects and assets to discontinued operations from the prior period presentation (in thousands).

	For the Three Months Ended June 30,				For the Six Months Ended June 30,			
	2006		2005		2006		2005	
Revenue	$ 232,100	100.0%	$ 209,660	100.0%	$ 450,852	100.0%	$ 403,636	100.0%
Costs of revenue, excluding depreciation	198,125	85.4%	182,435	87.0%	390,082	86.5%	359,512	89.1%
Depreciation	3,498	1.5%	4,240	2.0%	7,060	1.6%	8,714	2.2%
General and administrative expenses	17,373	7.5%	14,031	6.7%	33,968	7.5%	28,876	7.1%
Interest expense, net of interest income	2,347	1.0%	4,710	2.3%	5,832	1.3%	9,566	2.4%
Other income, net	1,645	0.7%	1,271	0.6%	1,967	0.4%	3,170	0.8%
Income (loss) from continuing operations before minority interest	12,402	5.3%	5,515	2.6%	15,877	3.5%	138	0.0%
Minority interest	(323)	(0.1)%	(356)	(0.2)%	(194)	(0.0)%	(422)	(0.1)%
Income (loss) from continuing operations	12,079	5.2%	5,159	2.4%	15,683	3.5%	(284)	(0.1)%
Discontinued operations	(35,736)	(15.4)%	(4,043)	(1.9)%	(43,564)	(9.7)%	(10,614)	(2.6)%
Net income (loss)	$ (23,657)	(10.2)%	$ 1,116	0.5%	$ (27,881)	(6.2)%	$ (10,898)	(2.7)%

Three Months Ended June 30, 2006 Compared to Three Months Ended June 30, 2005

Revenue. Our revenue was $232.1 million for the three months ended June 30, 2006, compared to $209.7 million for the same period in 2005, representing an increase of $22.4 million or 10.7%. This increase was due primarily to the increased revenue of approximately $18.1 million received from DIRECTV due to increased installations and increased market share from the DSSI acquisition. Revenue from BellSouth also increased by $5.2 million mostly attributed to work we were awarded for central office installations. We also experienced an increase in general business activity from other customers in the second quarter of 2006 compared to the same period of 2005. These increases in revenue were partially offset by a decrease in revenue of $7.3 million from Verizon, which was mostly attributable to the timing of generating work orders. In the three months ended June 30, 2005, the volume of fiber-to-the-home installations of work orders was high whereas in the three months ended June 30, 2006, the installations have normalized. We expect the Verizon revenue to increase in future quarters as additional work orders are approved.

Costs of Revenue. Our costs of revenue were $198.1 million or 85.4% of revenue for the three months ended June 30, 2006, compared to $182.4 million or 87.0% of revenue for the same period in 2005 reflecting an improvement in margins. The improvement in margins was due to a decrease in subcontractor expense as a percentage of revenue combined with operational payroll increasing at a lower rate as a percentage of revenue. During the three months ended June 30, 2006, we continued to reduce the use of subcontractors without hiring a proportional number of additional employees. These decreases were partially offset by increases in fuel costs. Fuel costs as a percentage of revenue in the three

months ended June 30, 2006 was 3.8% compared to 3.0% in the three months ended June 30, 2005. These increases in fuel costs as a percentage of revenue are a direct result of the rising fuel costs during the period.

Depreciation. Depreciation was $3.5 million for the three months ended June 30, 2006, compared to $4.2 million for the same period in 2005, representing a decrease of $742,000 or 17.5%. We reduced depreciation expense in the three months ended June 30, 2006 by continuing to reduce capital expenditures by entering into operating leases for our fleet requirements. We also continue to dispose of excess equipment. During the three months ended June 30, 2006, we entered into several capital lease agreements to finance various machinery and equipment totaling $6.5 million. As a result, depreciation expense is expected to increase in the future.

General and administrative expenses. General and administrative expenses were $17.4 million or 7.5% of revenue for the three months ended June 30, 2006, compared to $14.0 million or 6.7% of revenue for the same period in 2005, representing an increase of $3.3 million or 23.8%. This increase is attributable to non-cash stock compensation, additional personnel, and legal expenditures. Non-cash stock compensation expense was $2.0 million, or 0.9% of revenue for the three months ended June 30, 2006, compared to $0.2 million, of revenue for the same period in 2005 representing an increase of $1.8 million. Effective January 1, 2006, we account for our stock-based award plans in accordance with SFAS 123R (revised 2005), "*Share Based Payment*", which requires us to expense over the vesting period the fair-value of stock options and other equity-based compensation issued to employees. In accordance with SFAS 123R, we expensed $1.7 million in the three months ended June 30, 2006 related to unvested stock options. In addition, we recorded approximately $361,000 related to restricted stock awards during the three months ended June 30, 2006. For the three months ended June 30, 2005, we expensed $117,900 related to restricted stock awards. Had we adopted SFAS 123R in 2005, we would have been required to expense $998,000 for the three months ended June 30, 2005. See the pro forma compensation expense disclosure in Note 3(i) to our condensed unaudited consolidated financial statements. The increase in general and administrative expenses was also due to hiring additional personnel to address increased business activity. Furthermore, we incurred additional legal expenses of approximately $1.4 million during the three months ended June 30, 2006 compared to the same period in 2005. These increases were slightly offset by a decrease in insurance expenses resulting from improved claims and loss history during the second quarter of 2006, as well as a reduction in our insurance reserve based on a change of the discount factor. During the three month period ended June 30, 2006, we increased our estimate related to the discount factor used for estimating actuarial insurance reserves from 4.5% to 5.2% to reflect current market conditions and to use a discount factor more in line with the market interest rate we receive on our investments.

Interest expense, net. Interest expense, net of interest income was $2.3 million or 1.0% of revenue for the three months ended June 30, 2006, compared to $4.7 million or 2.3% of revenue for the same period in 2005 representing a decrease of approximately $2.4 million or 50.4%. The decrease was due to lower rates charged during the period under our Credit Facility based on our improved operating performance and the 2006 Amendment, as well as a reduction in interest expense due to our redemption of $75.0 million principal of our 7.75% senior subordinated notes on March 2, 2006. In addition, the decrease in interest expense, net was due to the higher interest income we earned during the period as a result of investing the remaining net proceeds from our January 2006 equity offering and higher interest rates earned on our invested funds.

Other income, net. Other income, net was $1.6 million for the three months ended June 30, 2006, compared to $1.3 million in the three months ended June 30, 2005, representing an increase of $0.3 million or 27.0%. The increase mainly relates to the equity income we recognized on our 49% investment in a limited liability company. This increase was partially offset by reduced gains on sale of fixed assets in the second quarter of 2006 compared to the second quarter of 2005.

Minority interest. Minority interest for GlobeTec Construction, LLC resulted in a charge of $323,000 for the three months ended June 30, 2006, compared to a charge $356,000 for the same period in 2005 representing a decrease of $33,000. The joint venture experienced a slight decline in business in the three months ended June 30, 2006 compared to the same period in 2005 due to certain jobs incurring higher costs in order to complete them more rapidly.

Discontinued operations. The loss on discontinued operations, which includes our Brazilian and network services operations, as well as our operations of the state Department of Transportation related projects and assets, was $35.7 million for the three months ended June 30, 2006 compared to $4.0 million in the three months ended June 30, 2005. The net loss for our Brazilian operations for the three months ended June 30, 2006 was approximately $30,000 and was attributable to legal fees related to the Brazilian operations bankruptcy proceedings. The net loss for our network services operations decreased to $17,000 for the three months ended June 30, 2006 from a net loss of $1.0 million in the three months ended June 30, 2005 as a result of the winding down of the network services operations. The loss in the three months ended June 30, 2006 is mostly attributable to overhead personnel and legal costs in winding down the operations. In addition, discontinued operations include the net loss of our state Department of Transportation related projects and assets which amounted to $35.7 million for the three months ended June 30, 2006 compared to a net loss of $3.0 million in the three months ended June 30, 2005. The net loss increased due to an impairment charge and operational cost overruns and inefficiencies on certain existing projects. During the second

quarter of 2006, we determined there were sufficient indicators of impairment to the carrying value of the underlying net assets of the state Department of Transportation projects and assets. As a result, $20.8 million non-cash impairment charge was recorded for the estimated sales price and disposition of the state Department of Transportation projects and assets. All impairment charges are included in discontinued operations. In addition to the non-cash impairment charge, the loss during the three months ended June 30, 2006 as compared to the three months ended June 30, 2005 included increased legal expenses of approximately $1.0 million and bad debt expense of approximately $0.6 million.

Six Months Ended June 30, 2006 Compared to Six Months Ended June 30, 2005

Revenue. Our revenue was $450.9 million for the six months ended June 30, 2006, compared to $403.6 million for the same period in 2005, representing an increase of $47.3 million or 11.7%. This increase was due primarily to the increased revenue of approximately $38.9 million received from DIRECTV due to increased installations and increased market share from the DSSI acquisition and an increase in revenue of $15.3 million from BellSouth mostly attributed to work we were awarded for central office installations. We also experienced an increase in general business activity from other customers in the six month period ended June 30, 2006 compared to the same period of 2005. These increases in revenue were partially offset by a decrease in revenue of $18.0 million from Verizon mostly attributed to the timing of generating work orders. In the six months ended June 30, 2005 the fiber-to-the-home installations had just commenced and the volume of work orders were high whereas in the six months ended June 30, 2006 the installations have normalized. We expect the Verizon revenue to increase in future quarters as additional work orders are approved.

Costs of Revenue. Our costs of revenue were $390.1 million or 86.5% of revenue for the six months ended June 30, 2006, compared to $359.5 million or 89.1% of revenue for the same period in 2005 reflecting an improvement in margins. The improvement in margins was due to a decrease in subcontractor expense as a percentage of revenue with operational payroll only slightly increasing as a percentage of revenue. During the six months ended June 30, 2006, we continued to reduce the use of subcontractors without hiring a proportional number of additional employees. These decreases were partially offset by increases in fuel costs. Fuel costs as a percentage of revenue in the six months ended June 30, 2006 was 3.6% compared to 2.8% in the six months ended June 30, 2005. These increases in fuel costs as a percentage of revenue are a direct result of the rising fuel costs during the period.

Depreciation. Depreciation was $7.1 million for the six months ended June 30, 2006, compared to $8.7 million for the same period in 2005, representing a decrease of $1.6 million or 19.0%. We reduced depreciation expense in the six months ended June 30, 2006 by continuing to reduce capital expenditures by entering into operating leases for fleet requirements. We also continue to dispose of excess equipment in 2006. However, depreciation expense is expected to increase in the future as a result of several capital lease agreements we entered into during the six month period ended June 30, 2006 to finance various machinery and equipment totaling $6.5 million.

General and administrative expenses. General and administrative expenses were $34.0 million or 7.5% of revenue for the six months ended June 30, 2006, compared to $28.9 million or 7.1% of revenue for the same period in 2005, representing an increase of $5.1 million or 17.6%. This increase is attributable to non-cash stock compensation; additional personnel; and legal expenditures. Non-cash stock compensation expense was $3.2 million or 0.7% of revenue for the six months ended June 30, 2006, compared to $211,000 of revenue for the same period in 2005 representing an increase of $3.0 million. Effective January 1, 2006, we account for our stock-based award plans in accordance with SFAS 123R (revised 2005) "*Share Based Payment*" which requires us to expense over the vesting period the fair-value of stock options and other equity-based compensation issued to employees. In accordance with SFAS 123R, we expensed $2.7 million in the six months ended June 30, 2006 related to unvested stock options and restricted stock awards. In addition, we recorded approximately $529,600 related to restricted stock awards during the six months ended June 30, 2006. For the six months ended June 30, 2005, we expensed $142,000 related to restricted stock awards. Had we adopted SFAS 123R in 2005, we would have been required to expense $2.1 million for the six months ended June 30, 2005. See the pro forma compensation expense disclosure in Note 3(i) to our condensed unaudited consolidated financial statements. The increase in general and administrative expenses was also due to hiring additional personnel to address increased business activity. Furthermore, we incurred additional legal expenses of approximately $1.6 million during the six months ended June 30, 2006 compared to the same period in 2005. These increases in general and administrative expenses were partially offset by decreases in insurance expense and professional fees. There has been a reduction in insurance expense as a result of improved claims and loss history during 2006, as well as a reduction in our insurance reserve based on a change to the discount factor used for estimating actuarial insurance reserves. The discount factor was changed from 3.5% to 5.2% to reflect current market conditions and to use a discount factor more in line with the market interest rate we receive on our investments.

Interest expense, net. Interest expense, net of interest income was $5.8 million or 1.3% of revenue for the six months ended June 30, 2006, compared to $9.6 million or 2.4% of revenue for the same period in 2005 representing a decrease of approximately $3.8 million or 39.0%. The decrease was due to lower rates charged during the period under our Credit Facility based on our improved operating performance and the 2006 Amendment, as well as a reduction in interest expense due to our redemption of $75.0 million principal of our 7.75% senior subordinated notes on March 2, 2006. In addition, the decrease in interest expense, net was due to the higher interest income we earned during the period as a result of investing the remaining net proceeds from our January 2006 equity offering and higher interest rates earned on our invested funds.

Other income, net. Other income, net was $2.0 million for the six months ended June 30, 2006, compared to $3.2 million in the six months ended June 30, 2005, representing a decrease of $1.2 million or 37.9%. The decrease mainly relates to higher gains on sale of fixed assets during the six months ended June 30, 2005 compared to the same period of 2006. This decrease is partially offset by an increase in the equity income we recognize on our 49% investment in a limited liability company.

Minority interest. Minority interest for GlobeTec Construction, LLC resulted in a charge of $194,000 for the six months ended June 30, 2006, compared to a charge of $422,000 for the same period in 2005 representing a decrease of $228,000. The joint venture experienced a slight decline in business in the six months ended June 30, 2006 compared to the same period in 2005 due to certain jobs incurring higher costs in order to complete them more rapidly.

Discontinued operations. The loss on discontinued operations, which includes our Brazilian and network services operations, as well as our operations of the state Department of Transportation related projects and assets, was $43.6 million for the six months ended June 30, 2006 compared to $10.6 million in the six months ended June 30, 2005. The net loss for our Brazilian operations for the six months ended June 30, 2006 was $82,000 and was attributable to legal fees related to the Brazilian operations bankruptcy proceedings. The net loss for our network services operations decreased to $114,000 for the six months ended June 30, 2006 from a net loss of $1.4 million in the six months ended June 30, 2005 as a result of the winding down of the network services operations. The loss in the six months ended June 30, 2006 is mostly attributable to overhead personnel and legal costs in winding down the operations. In addition, discontinued operations include the net loss of our state Department of Transportation related projects and assets which amounted to $43.4 million for the six months ended June 30, 2006 compared to a net loss of $9.2 million in the six months ended June 30, 2005. The net loss increased due to an impairment charge and operational cost overruns and inefficiencies on certain existing projects. During the second quarter of 2006, we determined there were sufficient indicators of impairment to the carrying value of the underlying net assets of the state Department of Transportation projects and assets. As a result, $20.8 million non-cash impairment charge was recorded for the estimated selling price and disposition of the state Department of Transportation projects and assets. All impairment charges are included in discontinued operations. In addition to the impairment charge, the loss during the six months ended June 30, 2006 as compared to the six months ended June 30, 2005 included increased legal expenses of approximately $2.2 million and bad debt expense of approximately $1.5 million. In addition, we had increased operating expenses related to stock compensation expense of $242,000 related to a terminated executive, duplication of back-office functions in order to ensure an easier transition and moving costs related to the consolidation of office space.

Financial Condition, Liquidity and Capital Resources

On January 24, 2006, we completed a public offering of 14,375,000 shares of our common stock at $11.50 per share. The net proceeds from the sale were approximately $156.5 million after deducting underwriting discounts and offering expenses. We used $18.5 million of the net proceeds for the cash portion of the purchase price for the DSSI acquisition, as described below. On March 2, 2006, we used $75.5 million of the net proceeds of the public offering to redeem a portion of our 7.75% senior subordinated notes due February 2008, including the payment of related interest. We expect to use the remaining net proceeds for working capital, other possible acquisitions of assets and businesses, organic growth and other general corporate purposes.

In addition to the public offering we completed in the first quarter of 2006, our primary sources of liquidity are cash flows from continuing operations, borrowings under our credit facility, capital leases and proceeds from sales of assets and investments. Our primary liquidity needs are for working capital, capital expenditures, insurance collateral in the form of cash and letters of credit, equity investment obligations and debt service. In January 2006, we issued a $6.5 million letter of credit to our insurance carrier related to our 2006 insurance plans. At the present time, we have no other commitments to issue additional collateral in 2006 related to our insurance policies. Following the March redemption of $75.0 million principal amount of subordinated notes, our semi-annual interest payments on our senior subordinated

notes was reduced to approximately $5.4 million. In addition to ordinary course working capital requirements, we estimate spending between $20.0 million and $40.0 million per year on capital expenditures in order to keep our equipment new and in good condition in order for them to operate efficiently. We will, however, because of our improved financial condition, continue to evaluate lease versus buy decisions to meet our equipment needs and based on this evaluation our capital expenditures may increase in 2006 from this estimate. We are also re-negotiating existing leases and will be entering into new leases with more favorable terms. We expect to continue to sell older vehicles and equipment as we upgrade with new equipment and we expect to obtain proceeds from these sales in excess of $1.0 million per quarter depending upon market conditions. From time to time, we engage in a review and analysis of our performance to our key strategic objectives. In connection with this process, we consider activities including the sale or divestitures of portions of our assets, operations, real estate or other properties. Any actions taken may impact our liquidity.

We have a 49% interest in a limited liability company. The purchase price for this investment was an initial amount of $3.7 million which was paid in four quarterly installments of $925,000. As of June 30, 2006, six additional contingent quarterly payments are expected to be made to the third party from which the interest was purchased in addition to an additional purchase price payment contingent on certain performance. The contingent payments will be up to a maximum of $1.3 million per quarter based on the level of unit sales and profitability of the limited liability company in specified preceding quarters. Three contingent quarterly payments, each of $925,000, were made on January 10, 2006, April 10, 2006 and July 11, 2006. In March 2006, we also made an additional capital contribution of $980,000.

We require working capital to support seasonal variations in our business, primarily due to the impact of weather conditions on external construction and maintenance work, including storm restoration work, and the corresponding spending by our customers on their annual capital expenditure budgets. Our business is typically slower in the first and fourth quarters of each calendar year and stronger in the second and third quarters. We generally experience seasonal working capital needs from approximately April through September to support growth in unbilled revenue and accounts receivable, and to a lesser extent, inventory. Our billing terms are generally net 30 to 60 days, although some contracts allow our customers to retain a portion (from 2% to 15%) of the contract amount until the contract is completed to their satisfaction. We maintain inventory to meet the material requirements of some of our contracts. Some of our customers pay us in advance for a portion of the materials we purchase for their projects, or allow us to pre-bill them for materials purchases up to a specified amount.

Our vendors generally offer us terms ranging from 30 to 90 days. Our agreements with subcontractors usually contain a “pay-when-paid” provision, whereby our payments to subcontractors are made after we are paid by our customers.

We anticipate that funds generated from continuing operations, the net proceeds from our public offering completed in the first quarter, borrowings under our credit facility, and proceeds from sales of assets and investments will be sufficient to meet our working capital requirements, anticipated capital expenditures, insurance collateral requirements, equity investment obligations, letters of credit and debt service obligations for at least the next twelve months.

As of June 30, 2006, we had $180.6 million in working capital compared to $135.1 million as of December 31, 2005. Cash and cash equivalents increased from $2.0 million at December 31, 2005 to $62.6 million at June 30, 2006 mainly due to the proceeds received from the public offering offset by payments made in connection with the redemption of $75.0 million principal on our senior subordinated notes and $18.5 million cash purchase price paid in connection with the DSSI acquisition.

Net cash provided by operating activities was $10.4 million for the six months ended June 30, 2006 compared to a use of $14.5 million for the six months ended June 30, 2005. The net cash provided by operating activities in the six months ended June 30, 2006 was primarily related to the timing of cash payments to vendors and cash collections from customers. Even though the net loss incurred during the six month period ended June 30, 2006 was higher than the comparable period of 2005, this increase in the net loss was offset by non-cash charges for impairment and stock compensation and therefore improved the net cash provided by operating activities. The net use of cash in operating activities during the six months ended June 30, 2005 was mainly attributed to the net loss incurred during the period and the increase in accounts receivable, unbilled revenues and retainage, in addition to the cash collateral payments of $9.0 million required by our insurance carrier.

Net cash used in investing activities was $30.8 million for the six months ended June 30, 2006 compared to net cash used in investing activities of $1.5 million for the six months ended June 30, 2005. Net cash used in investing activities

during the six months ended June 30, 2006 primarily related to cash payments made in connection with the DSSI acquisition of $19.3 million, capital expenditures in the amount of $10.3 million and payments related to our equity investment in the amount of $2.8 million offset by $1.9 million in net proceeds from sales of assets. Net cash used in investing activities during the six months ended June 30, 2005 primarily related to $3.9 million used for capital expenditures and $2.4 million related to our equity investment offset by $4.4 million in net proceeds from the sale of assets.

Net cash provided by financing activities was $80.9 million for the six months ended June 30, 2006 compared to $1.2 million for the six months ended June 30, 2005. Net cash provided by financing activities in the six months ended June 30, 2006 was primarily related to net proceeds from the issuance of common stock of $156.5 million and proceeds from the issuance of common stock pursuant to stock option exercises in the amount of $3.4 million partially offset by the redemption of $75.0 million principal on our senior subordinated notes and payments on borrowings of $3.8 million. Net cash provided by financing activities in the six months ended June 30, 2005 was mainly due to proceeds from the issuance of common stock of $1.2 million.

During the six month period ended June 30, 2006, we entered into several capital lease arrangements to finance the acquisition of $6.5 million of equipment and machinery.

Cash used in discontinued operations in the six months ended June 30, 2006 was $20.4 million. This mainly consisted of $20.6 million in cash used in operating activities, mostly attributed to our net loss from these operations. We expect cash flow from discontinued operations to be positive in the future based on cash flows expected in 2006 and our estimated selling price for our state Department and Transportation projects and assets. However, this expectation may not be realized if we are not able to sell these projects and assets at our estimated selling price or our cash flow changes because of changes in economic conditions.

We have a secured revolving credit facility for our operations which was amended and restated on May 10, 2005 increasing the maximum amount of availability from $125 million to $150 million subject to reserves of $5.0 million, and other adjustments and restrictions. The costs related to this amendment were $2.6 million which are being amortized over the life of the credit facility. The credit facility expires on May 10, 2010. These deferred financing costs are included in prepaid expenses and other current assets and other assets in our consolidated balance sheet. Based on our improved financial position, on May 8, 2006, we were able to amend our credit facility to reduce the interest rate margins charged on borrowings and letters of credit. This amendment also increases the permitted maximum purchase price of an acquisition, increases permitted receivable concentration of certain customers, increases the permitted capital expenditures and debt baskets, and reduces the required minimum fixed charge coverage ratio if net availability falls below $20.0 million.

The amount that we can borrow at any given time is based upon a formula that takes into account, among other things, eligible billed and unbilled accounts receivable and equipment which can result in borrowing availability of less than the full amount of the credit facility. As of June 30, 2006 and December 31, 2005, net availability under the credit facility totaled $47.9 million and $55.4 million, respectively, which included outstanding standby letters of credit aggregating $66.5 million and $57.6 million in each period, respectively. At June 30, 2006, $48.2 million of the outstanding letters of credit were issued to support our casualty and medical insurance requirements. These letters of credit mature at various dates through August 2006 and most have automatic renewal provisions subject to prior notice of cancellation. The credit facility is collateralized by a first priority security interest in substantially all of our assets and a pledge of the stock of certain of the operating subsidiaries. All wholly-owned subsidiaries collateralize the facility. At June 30, 2006 and December 31, 2005, we had outstanding cash draws under the credit facility in the amount of $0 and $4.2 million, respectively. Interest under the credit facility accrues at rates based, at our option, on the agent bank's base rate plus a margin of between 0.0% and 0.75% or the LIBOR rate (as defined in the credit facility) plus a margin of between 1.25% and 2.25%, depending on certain financial thresholds. The credit facility includes an unused facility fee of 0.375%, which may be adjusted to as low as 0.250%.

If the net availability under the credit facility is under $20.0 million on any given day, we are required to be in compliance with a minimum fixed charge coverage ratio measured on a monthly basis and certain events are triggered. Our operations are required to comply with this fixed charge coverage coverage ratio if these conditions of availability are not met. The credit facility further provides that once net availability is greater than or equal to $20.0 million for 90 consecutive days, the fixed charge coverage ratio will no longer apply. The fixed charge coverage ratio is generally defined to mean the ratio of our net income before interest expense, income tax expense, depreciation expense, and

amortization expense minus net capital expenditures and cash taxes paid to the sum of all interest expense plus current maturities of debt for the period. The financial covenant was not applicable as of June 30, 2006, because at that time net availability under the credit facility was $47.9 million and net availability did not reduce below $20.0 million on any given day during the period.

Based upon the amendment of the credit facility, our current availability, net proceeds from the sale of common stock, liquidity and projections for 2006, we believe we will be in compliance with the credit facility's terms and conditions and the minimum availability requirements for the remainder of 2006. We are dependent upon borrowings and letters of credit under this credit facility to fund operations. Should we be unable to comply with the terms and conditions of the credit facility, we would be required to obtain modifications to the credit facility or another source of financing to continue to operate. We may not be able to achieve its 2006 projections and this may adversely affect its ability to remain in compliance with the credit facility's minimum net availability requirements and minimum fixed charge ratio in the future.

Our variable rate credit facility exposes us to interest rate risk. However, we had no cash borrowings outstanding under the credit facility at June 30, 2006.

As of June 30, 2006, $121.0 million of our 7.75% senior subordinated notes due in February 2008, with interest due semi-annually were outstanding. The notes contain default (including cross-default) provisions and covenants restricting many of the same transactions as under our credit facility. The indenture which governs our senior subordinated notes allows us to incur the following additional indebtedness among others: the credit facility (up to $150 million), renewals to existing debt permitted under the indenture plus an additional $25 million of indebtedness among others: the indenture prohibits incurring further indebtedness unless our fixed charge coverage ratio is at least 2:1 for the four most recently ended fiscal quarters determined on a pro forma basis as if that additional debt has been incurred at the beginning of the period. The definition of our fixed charge coverage ratio under the indenture is essentially equivalent to that under our credit facility.

Some of our contracts require us to provide performance and payment bonds, which we obtain from a surety company. If we were unable to meet our contractual obligations to a customer and the surety paid our customer the amount due under the bond, the surety would seek reimbursement of such payment from us. At June 30, 2006, the cost to complete on our $283.9 million performance and payment bonds was $64.2 million.

New Accounting Pronouncements

See Note 13 to our condensed unaudited consolidated financial statements in Part 1 Item 1 to this Form 10-Q for certain new accounting pronouncements.

Seasonality

Our operations are historically seasonally slower in the first and fourth quarters of the year. This seasonality is primarily the result of client budgetary constraints and preferences and the effect of winter weather on network activities. Some of our clients, particularly the incumbent local exchange carriers, tend to complete budgeted capital expenditures before the end of the year and defer additional expenditures until the following budget year.

Impact of Inflation

The primary inflationary factor affecting our operations is increased labor costs. We are also affected by changes in fuel costs which increased significantly in 2006 and 2005.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk related to changes in interest rates and fluctuations in foreign currency exchange rates. Our variable rate credit facility exposes us to interest rate risk. However, we had no cash borrowings under the credit facility at June 30, 2006.

Interest Rate Risk

Less than 1% of our outstanding debt at June 30, 2006 was subject to variable interest rates. The remainder of our debt has fixed interest rates. Our fixed interest rate debt includes $121.0 million (face value) in senior subordinated notes. The carrying value and market value of our debt at June 30, 2006 was $121.0 million and $120.7 million, respectively. Based upon debt balances outstanding at June 30, 2006, a 100 basis point (i.e. 1%) addition to our weighted average effective interest rate for variable rate debt would increase our interest expense by less than $100,000 on an annual basis.

Foreign Currency Risk

We have an investment in a subsidiary in Canada and sell our services into this foreign market.

Our foreign net asset/exposure (defined as assets denominated in foreign currency less liabilities denominated in foreign currency) for Canada at June 30, 2006 of U.S. dollar equivalents was a net liability of $1.2 million as of June 30, 2006 compared to a net asset of $1.5 million at December 31, 2005.

Our Canada subsidiary sells services and pays for products and services in Canadian dollars. A decrease in the Canadian foreign currency relative to the U.S. dollar could adversely impact our margins. An assumed 10% depreciation of the foreign currency relative to the U.S. dollar over the three months ended June 30, 2006 (i.e., in addition to actual exchange experience) would have resulted in a translation reduction of our revenue by $144,000 and $248,000 in the three months and six months ended June 30, 2006, respectively.

As the assets, liabilities and transactions of our Canada subsidiary are denominated in Canadian dollars, the results and financial condition are subject to translation adjustments upon their conversion into U.S. dollars for our financial reporting purposes. A 10% decline in this foreign currency relative to the U.S. dollar over the course of the three months ended June 30, 2006 (i.e., in addition to actual exchange experience) would have resulted in a reduction in our foreign subsidiaries’ translated operating loss of $20,000 and $67,000 in the three months and six months ended June 30, 2006, respectively.

See Note 1 to our Consolidated Financial Statements in our Annual Report on Form 10-K for further disclosures about market risk.

ITEM 4. CONTROLS AND PROCEDURES

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended). Based upon that evaluation, we concluded that as of June 30, 2006, our disclosure controls and procedures are effective to ensure that information required to be disclosed in reports that we file or submit under the Exchange Act are recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow for timely decisions regarding required disclosures.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Exchange Act Rules 13a-15 or 15d-15 that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Set forth below is information with respect to those legal proceedings which became a reportable event, or as to which there had been material developments, in the quarter ended June 30, 2006.

In June 2006, prior to arbitration on a claim brought by MasTec for payments due from ABB Power ("ABB"), we settled all differences between MasTec and ABB in exchange for partial payment to MasTec from ABB.

We brought an action against NextiraOne Federal in the Federal Court in Eastern District of Virginia, to recover payment for services rendered in connection with a state Department of Transportation project, which is included in discontinued operations, on a network wiring contract. NextiraOne counterclaimed for offsets and remediation. On May 4, 2006, the Judge ruled from the bench that we failed to establish an entitlement to recover damages for contract work done, and that NextiraOne Federal failed to establish an entitlement to recover costs of alleged offsets and costs of remediation. We expect a formal order and judgment on these issues from the court shortly after the date of filing of this report. We believe the ruling is an error, and we have sought remedy on appeal. We may be unable to obtain relief without additional expenses.

In April 2006, we settled, without payment to the plaintiffs by us, several complaints for purported securities class actions that were filed against us and certain officers in the second quarter of 2004. While we believe that we would have ultimately been successful in defense of these actions, given the amount of the settlement, the inherent risk of uncertainty of the legal proceedings, and the substantial time and expense of defending these proceedings, we concluded that entering into the settlement was the appropriate course of action. On June 30, 2006, the parties executed a Stipulation of Settlement and filed a Joint Motion for Preliminary Approval of the settlement of the federal securities class action. The settlement is contingent upon final approval by the Court. The Court scheduled a preliminary hearing on the approval of the settlement for August 15, 2006. If the settlement is preliminarily approved, the Court will schedule a final fairness hearing to determine whether the settlement is fair, reasonable and adequate. As part of the settlement, our excess insurance carrier has retained its rights to seek reimbursement of up to $2.0 million from us based on its claim that notice was not properly given under the policy. We believe these claims are without merit and plan to continue vigorously defending this action. We also believe that they have claims against the insurance broker for any losses arising from the notice.

The parties in the shareholder derivative action, which is based on the same factual predicate as the purported federal securities class action and related SEC informal inquiry, have executed a memorandum of understanding and are presently finalizing the stipulation of settlement. Once executed, the stipulation of settlement will be filed with the Court for final approval.

The SEC is conducting an informal fact-finding inquiry related to the restatements of MasTec's financial statements. We are fully cooperating with the SEC. We have voluntarily produced documents to the SEC. The SEC is currently conducting interviews in connection with this inquiry.

In October 2005, eleven former employees filed a Fair Labor Standards Act ("FLSA") collective action against MasTec in the Federal District Court in Tampa, Florida, alleging failure to pay overtime wages as required under that Act. The matter is currently stayed and under investigation. We do not believe MasTec is liable under the FLSA as alleged in the complaint. We plan to vigorously defend this lawsuit, but may be unable to successfully resolve this dispute without incurring significant expenses. Due to the early stage of this proceeding, potential loss, if any, cannot be determined.

During construction of a natural gas pipeline project in Oregon in 2003, MasTec and its customer, Coos County, Oregon, were cited for violations of the Clean Water Act by the U.S. Army Corps of Engineers ("Corps of Engineers"). Despite protracted negotiations, the parties were unable to settle these complaints. On March 30, 2006, the Corps of Engineers filed suit against us and Coos County in Federal District Court in Oregon. We intend to defend this action vigorously, but may be unable to do so without incurring significant expenses. Due to the early stage of this proceeding, potential loss, if any, cannot be determined.

In connection with the same project, a complaint alleging failure to comply with prevailing wage requirements was filed against us by the Oregon Bureau of Labor and Industry. This matter was filed with the state court in Coos County. We intend to defend this action vigorously, but may be unable to do so without incurring significant expenses. Due to the early stage of this litigation, any potential loss cannot presently be determined.

The potential loss for all unresolved Coos Bay matters and unpaid settlements reached described above is estimated to be $125,000 at June 30, 2006, which has been recorded in the unaudited condensed consolidated balance sheets as accrued expenses.

In June 2005, we posted a $2.3 million bond in order to pursue the appeal of a $1.7 million final judgment entered June 30, 2005 against us for damages plus attorney's fees resulting from a break in a Citgo pipeline. We are seeking a new trial and reduction in the damages award. We will continue to contest this matter in the appellate court, and on subsequent retrial. The amount of the loss, if any, relating to this matter not covered by insurance is estimated to be $100,000 to $2.4 million, of which $100,000 is recorded in the unaudited condensed consolidated balance sheet as of June 30, 2006, as accrued expenses.

We are also a party to other pending legal proceedings arising in the normal course of business. While complete assurance cannot be given as to the outcome of any legal claims, management believes that any financial impact would not be material to its results of operations, financial position or cash flows.

ITEM 1A. RISK FACTORS

In the course of operations, we are subject to certain risk factors, including but not limited to, risks related to rapid technological and structural changes in the industries we serve, the volume of work received from clients, contract cancellations on short notice, operating strategies, economic downturn, collectibility of receivables, significant fluctuations in quarterly results, effect of continued efforts to streamline operations, management of growth, dependence on key personnel, availability of qualified employees, competition, recoverability of goodwill, and deferred taxes and potential exposures to environmental liabilities and political and economic instability in foreign operations. See "Risk Factors" in our most recently filed Annual Report on Form 10-K for a complete description of these risk factors.

Except as set forth below, there have been no material changes to any of the risk factors disclosed in our most recently filed Annual Report on Form 10-K.

We may incur costs due to complaints that were filed against us and certain of our officers.

In the second quarter of 2004, several complaints for a purported securities class action were filed against us and certain of our officers. We have settled these actions without payments to the plaintiffs by us. As part of the settlement, our excess insurance carrier has retained its rights to seek up to $2.0 million in reimbursement from us based on its claim that notice was not properly given under the policy. The parties in the shareholder derivative action, which is based on the same factual predicate as the purported securities class action and the related SEC informal inquiry, have executed a memorandum of understanding and are presently finalizing the stipulation of settlement. Once executed, the stipulation of settlement will be filed with the Court for final approval. We may be unable to successfully resolve these disputes without incurring significant expenses. See Part II. Item 1. Legal Proceedings.

We derive a significant portion of our revenue from a few customers, and the loss of one of these customers or a reduction in their demand, the amount they pay or their ability to pay, for our services could impair our financial performance.

In the three months ended June 30, 2006, we derived approximately 33.9% and 10.9% of our revenue from DIRECTV® and BellSouth, respectively. Verizon Communications was only 8.0% of our revenue in the three months ended June 30, 2006. During the six months ended June 30, 2006, we derived approximately 35.8% and 12.1% of our revenue from DIRECTV® and BellSouth, respectively. Verizon Communications was only 7.7% of our revenue in the six months ended June 30, 2006. Because our business is concentrated among relatively few major customers, our revenue could significantly decline if we lose one or more of these customers or if the amount of business from Verizon continues to reduce, which could result in reduced profitability and liquidity.

The adoption of SFAS 123R has had a significant impact on our results of operations and earnings per share.

Prior to January 2006, we accounted for our stock-based award plans to employees and directors in accordance with APB No. 25, "*Accounting for Stock Issued to Employees*" under which compensation expense is recorded to the extent that the current market price of the underlying stock exceeds the exercise price. Under this method, we generally did not recognize any compensation related to employee stock option grants we issued under our stock option plans at fair value. In December 2004, the Financial Accounting Standards Board issued SFAS 123R "*Share-Based Payment*" or SFAS 123R. This statement, which was effective for us beginning on January 1, 2006, requires us to recognize the expense attributable to stock options granted or vested subsequent to December 31, 2005 and had a material negative impact on our profitability of $1.7 million in the three months ended June 30, 2006 or $0.02 diluted earnings per share, and $2.7 million in the six months ended June 30, 2006 or $0.04 diluted earnings per share.

SFAS 123R required us to recognize share-based compensation as compensation expense in our statement of operations based on the fair values of such equity on the date of the grant, with the compensation expense recognized over the vesting period. This statement also required us to adopt a fair value-based method for measuring the compensation expense related to share-based compensation. Due to additional stock options granted and the value of our common stock increasing, we now expect the annual stock compensation expense related to unvested stock options to be approximately $4.0 million in 2006. The annual share-based compensation expense still could be affected by, among other things, additional stock options granted to employees and directors, the volatility of our stock price and the exercise price of the options granted.

We may incur long-lived assets impairment charges which could harm our profitability.

In accordance with SFAS No. 144 "*Accounting for the Impairment or Disposal of Long-Lived Assets*," we review long-lived assets for impairment. In analyzing potential impairment of our state Department of Transportation related projects and assets we used projections of future discounted cash flows from these assets in 2006 and estimated a selling price by using a weighted probability cash flow analysis based on management's estimates. These estimates are all subject to changes in the future and if we are not able to sell these projects and assets at the estimated selling price or our cash flow changes because of changes in economic conditions, growth rates or changes in terminal values, we may incur additional impairment charges in the future related to these operations.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

We held our 2006 Annual Meeting of Shareholders on May 18, 2006 at which time the holders of a majority (42,907,574 out of the total issued and outstanding of 64,563,868) of our issued and outstanding common stock were present and voted. Set forth below are the results of the election of directors voted on the meeting and the results of the votes taken at the meeting:

	Votes For	Votes Against/Withheld
Class I Directors (term to expire in 2008)		
Ernst N. Csiszar	45,875,346	1,032,228
Class II Directors (term to expire in 2009)		
Austin J. Shanfelter	46,748,511	159,063
John Van Heuvelan	45,696,796	1,210,778
Carlos M. de Cespedes	46,851,778	55,796

ITEM 5. OTHER INFORMATION

On August 3, 2006, MasTec entered into a renewal employment agreement with C. Robert Campbell as the Company's Executive Vice President and Chief Financial Officer. The agreement is effective from August 3, 2006 through August 15, 2009. The agreement provides that Mr. Campbell's base salary will be $385,000 per year and he will be eligible to participate in the Company's bonus plan for senior management with a maximum annual bonus of up to 100% of base salary. In addition, Mr. Campbell is awarded options to purchase 50,000 shares of the Company's common stock at the market price as of August 3, 2006. These options vest annually over a period of 3 years. An additional option to purchase 25,000 shares of the Company's common stock vesting ratably over 5 years was also awarded. The employment agreement is included as Exhibit 10-1 to this quarterly report on Form 10-Q and is hereby incorporated by reference in its entirety.

ITEM 6. EXHIBITS

Exhibit No.	Description
10.1*+	Renewal-Employment Agreement — C. Robert Campbell.
31.1*	Certification of Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as Adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2 *	Certification of Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as Adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Exhibits filed with this Form 10-Q.
\+ Management contract or compensation plan arrangement.

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MASTEC, INC.

Date: August 3, 2006

/s/ Austin J. Shanfelter
Austin J. Shanfelter
President and Chief Executive Officer
(Principal Executive Officer)

/s/ C. Robert Campbell
C. Robert Campbell
Chief Financial Officer
(Principal Financial and Accounting Officer)

RENEWAL — EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of August 3, 2006, by and between **MASTEC, INC.**, a Florida corporation (the "Company"), and **C. ROBERT CAMPBELL** ("Employee").

Recitals

The Company desires to employ Employee and Employee desires to be employed by the Company on the terms and subject to the conditions set forth in this Agreement.

Accordingly, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Company and Employee agree as follows:

Terms

1. **Employment.** The Company employs Employee and Employee accepts such employment and agrees to perform the services specified in this Agreement, upon the terms and subject to the conditions set forth in this Agreement.

2. **Term.**

a. **General**. The term of Employee's employment under this Agreement will be effective as of August 3, 2006 (the "Effective Date") and will be run from the Effective Date to and through August 15, 2009, unless earlier terminated in accordance with this Agreement (the "Term").

b. **Renewal.** The Company shall advise the Employee of the Company's intention to renew or extend Employee's employment by February 15, 2009. If the Company advises the Employee that the Company intends to renew or extend Employee's employment, the parties shall execute a renewed, extended or replacement Employment Agreement within thirty (30) days from the date the Company advises Employee that the Company intends to renew or extend Employee's employment. If the Company advises the Employee that the Company does not intend to renew or extend Employee's employment, Employee, on completion of the initial Term set out in Section 2(a), shall be entitled to severance as set out in Section 11(f) herein.

3. **Duties.**

a. **Position.** During the Term, Employee will serve as Executive Vice President and Chief Financial Officer of the Company. Subject to the direction of the Chief Executive Officer (CEO), Employee will perform all duties commensurate with his position and as may otherwise be assigned to him by the CEO or the Board of Directors of the Company. If requested by the Company, Employee will serve as an officer or director of any subsidiary of the Company, without additional compensation. If asked to serve as an officer or director of a subsidiary of the Company, Employee will be provided those officer and director indemnifications provided to other officers and directors of the Company and any such subsidiary.

b. **Full Time and Attention**. During the Term, Employee will devote his full business time and energies to the business and affairs of the Company and will use his best efforts, skills and abilities solely to promote the interests of the Company and to diligently and competently perform his duties, all in a manner in compliance with all applicable laws and regulations and in accordance with applicable policies and procedures adopted or amended from time to time by the Company, including, without limitation, the Company's Employee Handbook and the Company's

Personal Responsibility Code, copies of which Employee acknowledges having received. Notwithstanding the foregoing, Employee may serve as a director on two and not more than two boards of directors of other companies, so long as such service does not interfere with Employee's performance of Employee's duties to the Company. Employee's primary place of employment shall be at the Company's primary place of business in Miami-Dade County, Florida; however, Employee agrees and acknowledges that a material part of the time devoted to his duties and position hereunder will require that Employee travel on behalf of the Company.

4. **Compensation and Benefits.**

a. **Base Salary.** During the Term, Employee will be paid, as compensation for services rendered pursuant to this Agreement and Employee's observance and performance of all of the provisions of this Agreement, the amount of Three Hundred and Eighty Five Thousand and No/100 Dollars ($385,000.00) per annum (the "Base Salary"). The Base Salary will be payable in accordance with the normal payroll procedures of the Company as in effect from time to time.

b. **Benefits.** During the Term, Employee will be entitled to participate in or benefit from, in accordance with the eligibility and other provisions thereof, such life, health, medical, accident, dental and disability insurance, use of a Company car, and such other benefit plans as the Company may make generally available to, or have in effect for, other employees of the Company at the same general level as Employee. The Company retains the right to terminate or amend any such plans from time to time in its sole discretion.

c. **Performance Bonus.** Employee shall be entitled to participate in the Company's bonus plan for senior management (the "SMBP") and shall be eligible to receive an annual bonus ("Performance Bonus") in an amount up to one hundred percent (100%) of Employee's Base Salary.

d. **Stock Options.** Employee shall receive options to purchase fifty thousand (50,000) shares of common stock of the Company priced as of the date of execution of this Agreement and vesting 33% on the first anniversary, 33% on the second anniversary and 34% on the third anniversary of the Effective Date and Employee shall receive options to purchase an additional twenty five thousand (25,000) shares of common stock of the Company priced as of the date of execution of this Agreement and vesting 20% on the first anniversary, 20% on the second anniversary, 20% on the third anniversary, 20% on the fourth anniversary and 20% on the fifth anniversary of the Effective Date (the "Options"). So long as the Employee is not terminated for Cause, as defined in Section 11c, options shall continue to vest during any Period of Non-Competition provided the Employee honors his obligations set forth in Section 8 and thereafter as necessary until fully vested. The Options, once vested, shall remain exercisable by Employee for the full ten (10) year term from date of grant permitted under the applicable MasTec, Inc. Employee Stock Incentive Plan. The options will be subject to the terms and conditions of the MasTec, Inc. Employee Stock Incentive Plan, as they may be amended from time to time in the Company's sole discretion.

e. **Expenses.** The Company will reimburse Employee, in accordance with the Company's expense reimbursement policies as may be established from time to time by the Company, for all reasonable travel and other expenses actually incurred or paid by him during the Term in the performance of his services under this Agreement, upon presentation of expense statements or vouchers or such other supporting information as the Company may require.

f. **Withholding.** All payments under this Agreement will be subject to applicable taxes and required withholdings.

5. **Representations of Employee.** Employee represents and warrants that he is not (i) a party to any enforceable employment agreement or other arrangement, whether written or oral, with any past employer, that would prevent or restrict Employee's employment with the Company; (ii) a party to or bound by any agreement, obligation or commitment, or subject to any restriction, including, but not limited to, confidentiality agreements, restrictive covenants or non-compete and non-solicitation covenants, except for agreements with the Company or its affiliates; or (iii) involved with any professional endeavors which in the future may possibly adversely affect or interfere with the business of the Company, the full performance by Employee of his duties under this Agreement or the exercise of his best efforts hereunder.

6. **Confidentiality.**

a. **Confidentiality of this Agreement.** Employee acknowledges that the provisions of this Agreement are highly confidential and that disclosure of this Agreement or its terms would be extremely prejudicial to the Company. Accordingly, neither the Company nor Employee will disclose the terms of this Agreement to any other person or entity (other than immediate family and financial and legal advisors with a need-to-know and who agree to the confidentiality provisions of this Agreement) without the prior written consent of the other party, except that (i) the Company may disclose this Agreement or its terms if in the reasonable opinion of counsel for the Company such disclosure is required by applicable law or regulation; and, (ii) Employee may disclose this Agreement in court filings or pleadings by Employee to enforce its terms and conditions or as otherwise may be necessary to comply with the requirements of law, after providing the Company with not less than five (5) days prior written notice of Employee's intent to disclose.

b. **Confidential Information.** Employee acknowledges that as a result of his employment with the Company, Employee will gain knowledge of, and access to, proprietary and confidential information and trade secrets of the Company and its subsidiaries and affiliates, including, without limitation, (1) the identity of customers, suppliers, subcontractors and others with whom they do business; (2) their marketing methods and strategies; (3) contract terms, pricing, margin, cost information and other information regarding the relationship between them and the persons and entities with which they have contracted; (4) their services, products, software, technology, developments, improvements and methods of operation; (5) their results of operations, financial condition, projected financial performance, sales and profit performance and financial requirements; (6) the identity of and compensation paid to their employees, including Employee; (7) their business plans, models or strategies and the information contained therein; (8) their sources, leads or methods of obtaining new business; and (9) all other confidential information of, about or concerning the business of the Company and its subsidiaries and affiliates (collectively, the "Confidential Information"). Employee further acknowledges that such information, even though it may be contributed, developed or acquired by Employee, and whether or not the foregoing information is actually novel or unique or is actually known by others, constitutes valuable assets of the Company developed at great expense which are the exclusive property of the Company or its subsidiaries and affiliates. Accordingly, Employee will not, at any time, either during or subsequent to the Term, in any fashion, form or manner, directly or indirectly, (i) use, divulge, disclose, communicate, provide or permit access to any person or entity, any Confidential Information of any kind, nature or description, or (ii) remove from the Company's or its subsidiaries' or affiliates' premises any notes or records relating thereto, or copies or facsimiles thereof (whether made by electronic, electrical, magnetic, optical, laser acoustic or other means) except in the case of both (i) and (ii), (A) as reasonably required in the performance of his services to the Company under this Agreement, (B) to responsible officers and employees of the Company who are in a contractual or fiduciary relationship with the Company and who have a need for such information for purposes in the best interests of the Company, (C) for such information which is or becomes generally available to the public other than as a result of an unauthorized disclosure by Employee, and (D) or as otherwise necessary to comply with the requirements of law, after providing the Company with not less than five (5) days prior written notice of Employee's intent to disclose. Employee acknowledges that the Company would not enter into this Agreement without the assurance that all Confidential Information will be used for the exclusive benefit of the Company.

c. **Return of Confidential Information.** Upon request by the Company, Employee will promptly deliver to the Company all drawings, manuals, letters, notes, notebooks, reports and copies thereof, including all originals and copies contained in computer hard drives or other electronic or machine readable format, all Confidential Information and other materials relating to the Company's business, including, without limitation, any materials incorporating Confidential Information, which are in Employee's possession or control.

7. **Intellectual Property.** Any and all material eligible for copyright or trademark protection and any and all ideas and inventions ("Intellectual Property"), whether or not patentable, in any such case solely or jointly made, developed, conceived or reduced to practice by Employee (whether at the request or suggestion of any officer or employee of the Company or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) during the Term which arise from the fulfillment of Employee's duties hereunder and which may be directly or indirectly useful in the business of the Company will be promptly and fully disclosed in writing to the Company. The Company will have the entire right, title and interest (both domestic and foreign) in and to such Intellectual Property, which is the sole property of the Company. All papers, drawings, models, data and other materials relating to any such idea, material or invention will be included in the definition of Confidential Information, will remain the sole property of the Company, and Employee will return to the Company all such papers, and all copies thereof, including all originals and copies contained in computer hard drives or other electronic or machine readable format, upon

the earlier of the Company's request therefore, or the expiration or termination of Employee's employment hereunder. Employee will execute, acknowledge and deliver to the Company any and all further assignments, contracts or other instruments the Company deems necessary or expedient, without further compensation, to carry out and effectuate the intents and purposes of this Agreement and to vest in the Company each and all of the rights of the Company in the Intellectual Property.

8. **Covenants.**

a. **Non-Competition — and Non-Solicitation.** Employee acknowledges and agrees that the Company's and its subsidiary and affiliated companies' (collectively, the "Companies") existing or contemplated businesses (the "Business") are conducted throughout the United States of America and the Commonwealth of Canada. Until one (1) year following the date of the termination of Employee's employment with the Company (the "Period of Non-Competition") and within the United States of America and the Commonwealth of Canada (including their possessions, protectorates and territories, the "Territory"), Employee will not (whether or not then employed by the Company for any reason), without the Company's prior written consent:

(i) directly or indirectly own, manage, operate, control, be employed by, act as agent, consultant or advisor for, or participate in the ownership, management, operation or control of, or be connected in any manner through the investment of capital, lending of money or property, rendering of services or otherwise, with, any business of the type and character engaged in and competitive with the Business. For these purposes, ownership of securities of one percent (1%) or less of any class of securities of a public company will not be considered to be competition with the Business;

(ii) solicit, persuade or attempt to solicit or persuade or cause or authorize directly or indirectly to be solicited or persuaded any existing customer or client, or potential customer or client to which the Companies have made a presentation or with which the Companies have been having discussions, to cease doing business with or decrease the amount of business done with or not to hire the Companies, or to commence doing Business with or increase the amount of Business done with or hire another company;

(iii) solicit, persuade or attempt to solicit or persuade or cause or authorize directly or indirectly to be solicited or persuaded the business of any person or entity that is a customer or client of the Companies, or was their customer or client within two (2) years prior to cessation of Employee's employment by any of the Companies or any of their subsidiaries, for the purpose of competing with the Business; or

(iv) solicit, persuade or attempt to solicit or persuade, or cause or authorize directly or indirectly to be solicited or persuaded for employment, or employ or cause or authorize directly or indirectly to be employed, on behalf of Employee or any other person or entity, any individual who is or was at any time within six (6) months prior to cessation of Employee's employment by the Companies, an employee of any of the Companies.

If Employee breaches or violates any of the provisions of this Section 8, the running of the Period of Non-Competition (but not of any of Employee's obligations under this Section 8) will be tolled with respect to Employee during the continuance of any actual breach or violation. In addition to any other rights or remedies the Company may have under this Agreement or applicable law, the Company will be entitled to receive from Employee reimbursement for all attorneys' and paralegal fees and expenses and court costs incurred by the Companies in enforcing this Agreement and will have the right and remedy to require Employee to account for and pay over to the Company all compensation, profits, monies, accruals or other benefits derived or received, directly or indirectly, by Employee from the action constituting a breach or violation of this Section 8.

b. **Exceptions.** Telecommunications operators (such as Sprint, MCI, AT&T) cable companies and other non construction or installation customers of the Company shall not be considered engaged in and competitive with the Business.

9. **Reasonable Restrictions.** The parties acknowledge and agree that the restrictions set forth in Sections 6, 7 and 8 of this Agreement are reasonable for the purpose of protecting the value of the business and goodwill of the Companies. It is the desire and intent of the parties that the provisions of Sections 6, 7 and 8 be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If any particular provisions or portions of Sections 6, 7 and 8 are adjudicated to be invalid or unenforceable, then such section

will be deemed amended to delete such provision or portion adjudicated to be invalid or unenforceable; provided, however, that such amendment is to apply only with the respect to the operation of such section in the particular jurisdiction in which such adjudication is made.

10. **Breach or Threatened Breach.** The parties acknowledge and agree that the performance of the obligations under Sections 6, 7 and 8 by Employee are special, unique and extraordinary in character, and that in the event of the breach or threatened breach by Employee of the terms and conditions of Sections 6, 7 or 8, the Companies will suffer irreparable injury and that monetary damages would not provide an adequate remedy at law and that no remedy at law may exist. Accordingly, in the event of such breach or threatened breach, the Company will be entitled, if it so elects and without the posting of any bond or security, to institute and prosecute proceedings in any court of competent jurisdiction, in law and in equity, to obtain damages for any breach of Sections 6, 7 or 8 or to enforce the specific performance of this Agreement by Employee or to enjoin Employee from breaching or attempting to breach Sections 6, 7 or 8. In the event the Company believes that the Employee has breached Employee's obligations under Sections 6, 7 or 8, or threatens to do so, it shall promptly provide the Employee written notice of such belief setting forth the basis for its belief and, (unless under exigent circumstances, as determined by the Company at its sole discretion, it would harm the Company to delay the institution of legal proceedings) five (5) business days to respond to the notice, prior to the initiation of legal proceedings.

11. **Termination.** This Agreement and Employee's employment under this Agreement may be terminated upon the occurrence of any of the events described in, and subject to the terms of, this Section 11:

a. **Death.** Immediately and automatically upon the death of Employee.

b. **Disability.** At the Company's option, immediately upon written notice if Employee suffers a "permanent disability," meaning any incapacity, illness or disability of Employee which renders Employee mentally or physically unable to perform his duties under this Agreement for a continuous period of sixty (60) days, or one hundred twenty (120) days (whether or not consecutive), during the Term, as reasonably determined by the Company.

c. **Termination for Cause.** At the Company's option, immediately upon notice to Employee, upon the occurrence of any of the following events (each "Cause"), (i) Employee being convicted of any felony (whether or not against the Company or its subsidiaries or affiliates); (ii) a material failure of Employee to perform Employee's responsibilities after ten (10) days' written notice given by an Executive Officer to Employee, which notice shall identify the Employee's failure in sufficient detail and grant Employee an opportunity to cure such failure within such ten (10) day period ("Notice")**;** (iii) a breach by Employee of any of his obligations under Sections 6, 7 or 8; (iv) any material act of dishonesty or other misconduct by Employee against the Company or any of its subsidiaries or affiliates; (v) a material violation by Employee of any of the policies or procedures of the Company or any of its subsidiaries or affiliates, including without limitation the *Employee Handbook* or *Personal Responsibility Code*, provided, however, that if such violation is curable, then Employee will be given ten (10) days' written notice and the opportunity to cure such violation**;** or (vi) Employee voluntarily terminates this Agreement or leaves the employ of the Company or its subsidiaries or affiliates for any reason, other than Good Reason.

d. **Termination Without Cause**. At the Company's option for any reason, or no reason, upon five (5) days' notice to Employee given by the CEO.

e. **Termination with Good Reason.** At Employee's option, upon not less than fifteen (15) business days' written notice to the Company, and the Company's failure to cure within such fifteen (15) business days, upon the occurrence of any of the following events (each "Good Reason") (i) the material diminution of, Employee's position, duties, titles, offices and responsibilities with the Company; (ii) a reduction or material delay in payment of Employee's compensation and benefits; (iii) a relocation of the Company's principal executive offices outside of Miami-Dade or Broward Counties, Florida; or (iv) a breach of any other material provision of this Agreement by the Company.

f. **Payments After Termination.** If this Agreement and Employee's employment hereunder are terminated for the reasons set forth in Sections 11(a) or 11(b), then Employee or Employee's estate will receive the Base Salary and any Performance Bonus earned through the date of death or disability to which Employee would have been entitled for the year in which the death or disability occurred in accordance with the terms of this Agreement, and all of Employee's Stock Options shall immediately vest. If the Company terminates this Agreement and Employee's

employment hereunder for the reasons set forth in Section 11(c)(i-vi), then (i) Employee will receive his Base Salary through the date of termination and (ii) Employee will forfeit any entitlement that Employee may have to receive any performance bonus. If this Agreement is terminated for the reason set forth in Section 11(d) or Section 11(e), then (i) Employee will receive his Base Salary, and benefits set forth in Section 4(b) hereof (collectively, with the payment of the Base Salary, the "Severance Benefits"), until the expiration of the Term. If this Agreement is terminated by reason of the Company's notice to Employee that the Company does not intend to renew or extend Employee's employment, as allowed per Section 2(b), then Employee, on completion of the initial term of this Agreement, will receive the Severance Benefits for a period of six (6) months from the last day of the initial term of this Agreement. The Severance Benefits shall be payable in accordance with the Company's payroll procedures and subject to applicable withholdings. Employee will forfeit any entitlement that Employee may have to receive any performance bonus and, upon payment by the Company of the amounts described in this Section 11(f), Employee will not be entitled to receive any further compensation or benefits from the Company whatsoever.

g. **General**. Notwithstanding anything to the contrary set forth in this Agreement, the provision of payments after termination in accordance with the provisions of Section 11(f) above, shall not be a bar to the Employee's continued entitlement from the Company of (i) reimbursements of proper expenses, (ii) housing, automobile and expense allowances, (iii) vested benefit and welfare entitlements; (iv) unemployment compensation, (v) workers compensation benefits, (vi) accrued vacation time (if consistent with Company policy), (vii) Base Salary through date of termination. Notwithstanding anything in this Agreement to the contrary, if Employee is employed by the Company for an entire calendar year (e.g., the 2005 calendar year) and is terminated for any reason prior to the payment of a bonus, if any, the Company hereby agrees to pay Employee any bonus that he would have otherwise been entitled to hereunder or the SMBP, simultaneous with the payment of such bonus to the Company's employees, and (viii) continued vesting of options as may be provided in accordance with the provisions of this Agreement or any stock option plan.

Change of Control. If, prior to the completion of the Term, there occurs a Change in Control, as defined in Exhibit A, then and in that case only, in lieu of any of vesting schedules previously described in this Agreement, all Employee's options then outstanding shall immediately vest. All other provisions of this Agreement shall remain unchanged.

12. **Miscellaneous.**

a. **Survival.** The provisions of Sections 6, 7, 8, 10 and 11 will survive the termination or expiration of this Agreement for any reason.

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties pertaining to its subject matter and supersedes all prior or contemporaneous agreements or understandings between the parties pertaining to the subject matter of this Agreement, and there are no promises, agreements, conditions, undertakings, warranties, or representations, whether written or oral, express or implied, between the parties other than as set forth in this Agreement.

c. **Modification.** This Agreement may not be amended or modified, or any provision waived, unless in writing and signed by both parties.

d. **Waiver.** Failure of a party to enforce one or more of the provisions of this Agreement or to require at any time performance of any of the obligations of this Agreement will not be construed to be a waiver of such provisions by such party nor to in any way affect the validity of this Agreement or such party's right thereafter to enforce any provision of this Agreement, nor to preclude such party from taking any other action at any time which it would legally be entitled to take.

e. **Successors and Assigns.** This Agreement may not be assigned or the duties delegated unless in writing and signed by both parties, except for any assignment by the Company occurring by operation of law. Subject to the foregoing, this Agreement will inure to the benefit of, and be binding upon, the parties and their heirs, beneficiaries, personal representatives, successors and permitted assigns.

f. **Notices.** Any notice, demand, consent, agreement, request, or other communication required or permitted under this Agreement will be in writing and will be, (i) mailed by first-class mail, registered or certified, return receipt requested, postage prepaid, (ii) delivered personally by independent courier, or (iii) transmitted by

facsimile, to the parties at the addresses as follows (or at such other addresses as will be specified by the parties by like notice):

If to Employee, then to:

C. Robert Campbell
700 Biltmore Way, Apt. 1110
Coral Gables, FL 33134

If to the Company, then to:

MasTec, Inc.
800 Douglas Road, Suite 1200
Coral Gables, Florida 33134
Attn: Legal Department
Facsimile: (305) 406-1907

Each party may designate by notice in writing a new address to which any notice, demand, consent, agreement, request or communication may thereafter be given, served or sent. Each notice, demand, consent, agreement, request or communication that is mailed, hand delivered or transmitted in the manner described above will be deemed received for all purposes at such time as it is delivered to the addressee (with the return receipt, the courier delivery receipt or the telecopier answerback confirmation being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

g. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such invalidity or unenforceability will not affect the validity and enforceability of the other provisions of this Agreement and the provision held to be invalid or unenforceable will be enforced as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

h. **Counterparts.** This Agreement may be executed in any number of counterparts, and all counterparts will collectively be deemed to constitute a single binding agreement.

i. **Governing Law; Venue.** This Agreement will be governed by the laws of the State of Florida, without regard to its conflicts of law principles. Employee consents to the jurisdiction of any state or federal court located within Miami-Dade County, State of Florida, and consents that all service of process may be made by registered or certified mail directed to Employee at the address stated in Section 13 (f) of this Agreement. Employee waives any objection which Employee may have based on lack of personal jurisdiction or improper venue or forum non conveniens to any suit or proceeding instituted by the Company under this Agreement in any state or federal court located within Miami-Dade County, Florida and consents to the granting of such legal or equitable relief as is deemed appropriate by the court. This provision is a material inducement for the Company to enter into this Agreement with Employee.

j. **Participation of Parties.** The parties acknowledge that this Agreement and all matters contemplated herein have been negotiated between both of the parties and their respective legal counsel and that both parties have participated in the drafting and preparation of this Agreement from the commencement of negotiations at all times through execution. Therefore, the parties agree that this Agreement will be interpreted and construed without reference to any rule requiring that this Agreement be interpreted or construed against the party causing it to be drafted.

k. **Injunctive Relief.** It is possible that remedies at law may be inadequate and, therefore, the parties will be entitled to equitable relief including, without limitation, injunctive relief, specific performance or other equitable remedies in addition to all other remedies provided hereunder or available to the parties hereto at law or in equity.

l. **Waiver of Jury Trial.** EACH OF THE COMPANY AND EMPLOYEE IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE PROVISIONS OF THIS AGREEMENT.

m. **Right of Setoff.** The Company will be entitled, in its discretion and in addition to any other remedies it may have in law or in equity, to set-off against any amounts payable to Employee under this Agreement or otherwise the amount of any obligations of Employee to the Company under this Agreement that are not paid by Employee when due. In the event of any such setoff, the Company will promptly provide the Employee with a written explanation of such setoff, and an opportunity to register a written protest thereof.

n. **Litigation; Prevailing Party.** In the event of any litigation, administrative proceeding, arbitration, mediation or other proceeding with regard to this Agreement, the prevailing party will be entitled to receive from the non-prevailing party and the non-prevailing party will pay upon demand all court costs and all reasonable fees and expenses of counsel and paralegals for the prevailing party.

o. **Descriptive Headings.** The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

p. **Compliance with Section 409A:** To the extent the Employee would otherwise be entitled to any payment (whether pursuant to this Agreement or otherwise) during the six months beginning on termination of employment, that would be subject to the additional tax imposed under Section 409A of the Code ("Section 409A"), (i) the payment will not be made and (ii) the payment, with interest at the rate being paid by the Company on its senior credit facility (the "Senior Credit Interest Rate") determined as of the date of termination of the Employee's employment, will be paid to the Employee on the earlier of the six-month anniversary of the Employee's date of termination of employment or the Employee's death or disability (within the meaning of Section 409A). Similarly, to the extent the Employee otherwise would be entitled to any benefit (other than a payment) during the six months beginning on termination of employment that would be subject to the Section 409A additional tax, the benefit will be delayed and will begin being provided (together, if applicable, with an adjustment to compensate the Employee for the delay) on the earlier of the six-month anniversary of the date of termination, death or disability (within the meaning of Section 409A). It is the Company's intention that the benefits and rights to which the Employee could become entitled in connection with termination of employment comply with Section 409A. If the Employee or the Company believes, at any time, that any of such benefit or right does not comply, it will promptly advise the other and will negotiate reasonably and in good faith to amend the terms of such arrangement such that it complies.

EXECUTED as of the 3rd day of August, 2006.

EMPLOYEE

/s/ C. Robert Campbell
C. Robert Campbell

MASTEC, INC.

By: /s/Austin Shanfelter
Austin Shanfelter, Chief Executive Officer

EXHIBIT A

"Change in Control" shall mean:

(a) Acquisition By Person of Substantial Percentage. The acquisition by a Person (including "affiliates" and "associates" of such Person, but excluding the Company, any "parent" or "subsidiary" of the Company, or any employee benefit plan of the Company) of a sufficient number of shares of the Common Stock, or securities convertible into the Common Stock, and whether through direct acquisition of shares or by merger, consolidation, share exchange, reclassification of securities or recapitalization of or involving the Company or any "parent" or "subsidiary" of the Company, to constitute the Person the actual or beneficial owner of 51% or more of the Common Stock.;

(b) Disposition of Assets. Any sale, lease, transfer, exchange, mortgage, pledge or other disposition, in one transaction or a series of transactions, of all or substantially all of the assets of the Company or of any "subsidiary" of the Company to a Person described in subsection (a) above, but only if such transaction occurs without approval or ratification by a majority of the members of the Board; or

(c) Substantial Change of Board Members. During any fiscal year of the Company, individuals who at the beginning of such year constitute the Board cease for any reason to constitute at least a majority thereof, unless the election of each director who was not a director at the beginning of such period has been approved in advance by a majority of the directors in office at the beginning of the fiscal year.

For purposes of this Section, the terms "affiliate," "associate," "parent" and "subsidiary" shall have the respective meanings ascribed to such terms in Rule 12b-2 under Section 12 of the 1934 Act.

Exhibit 31.1

**CERTIFICATIONS REQUIRED BY SECTION 302(A)
OF SARBANES-OXLEY ACT OF 2002**

I, Austin J. Shanfelter, certify that:

I have reviewed this quarterly report on Form 10-Q of MasTec, Inc.;

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this quarterly report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 3, 2006

/s/ Austin J. Shanfelter
Austin J. Shanfelter
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATIONS REQUIRED BY SECTION 302(A)
OF SARBANES-OXLEY ACT OF 2002

I, C. Robert Campbell, certify that:

I have reviewed this quarterly report on Form 10-Q of MasTec, Inc.;

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this quarterly report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an quarterly report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 3, 2006

/s/ C. Robert Campbell
C. Robert Campbell
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of MasTec, Inc. (the “Company”) on Form 10-Q for the period ended June 30, 2006 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Austin J. Shanfelter, President and Chief Executive Officer of MasTec, Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 3, 2006

/s/ Austin J. Shanfelter
Austin J. Shanfelter
President and Chief Executive Officer
(Principal Executive Officer)

The certification set forth above is being furnished as an exhibit solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and is not being filed as part of the Quarterly Report on Form 10-Q for the period ended June 30, 2006, or as a separate disclosure documents of we or the certifying officers.

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of MasTec, Inc. (the “Company”) on Form 10-Q for the period ended June 30, 2006 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, C. Robert Campbell, Chief Financial Officer of MasTec, Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 3, 2006

/s/ C. Robert Campbell
C. Robert Campbell
Chief Financial Officer
(Principal Financial and Accounting Officer)

The certification set forth above is being furnished as an exhibit solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and is not being filed as part of the Quarterly Report on Form 10-Q for the period ended June 30, 2006, or as a separate disclosure documents of we or the certifying officers.