

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 6, 2002

Quanta Services, Inc.  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation)

1-13831 74-2851603  
(Commission File Number) (IRS Employer Identification Number)

1360 Post Oak Boulevard, Suite 2100  
Houston, Texas 77056  
(Address of principal executive offices, including zip code)

713-629-7600  
(Registrant's telephone number, including area code)

Not Applicable  
(Former name or former address, if changed since last report.)

Item 5. Other Events

On December 6, 2002, Quanta Services, Inc., a Delaware corporation ("Quanta"), entered into Amendment No. 1 to Securities Purchase Agreement (the "Amendment") with First Reserve Fund IX, L.P., a Delaware limited partnership ("First Reserve"). The Amendment amended the Securities Purchase Agreement dated October 15, 2002 (the "Purchase Agreement") between Quanta and First Reserve. A copy of the Amendment is attached to this Form 8-K as Exhibit 10.1 and is incorporated herein by reference. Quanta filed a copy of the Purchase Agreement as Exhibit 10.1 to its Form 8-K filed on October 22, 2002.

Pursuant to the Purchase Agreement, on October 15, 2002, First Reserve purchased 8,666,666 shares of Common Stock from Quanta at a purchase price of \$3.00 per share. In addition, First Reserve agreed, subject to certain conditions, to purchase from Quanta 2,430,741 shares of Series E Preferred Stock. Each share of Series E Preferred Stock will, upon stockholder approval, be convertible into ten shares of Common Stock, at a price per common share equivalent of \$3.00. The Purchase Agreement stated that the purchase of the Series E Preferred Stock would occur upon satisfaction of all conditions, including the negotiation of certain amendments to Quanta's senior credit facility and senior secured note agreements, but no later than December 7, 2002.

The Amendment extended the date by which First Reserve must purchase, and Quanta must issue, the Series E Preferred Stock from December 7, 2002 to December 20, 2002.

Item 7. Financial Statements, Pro Forma Financial Information and Exhibits

(a) Financial Statements: None.

(b) Pro Forma Financial Information: None.

(c) Exhibits:

Exhibit No. -----	Document -----
10.1	Amendment No. 1 to Securities Purchase Agreement dated December 6, 2002 between Quanta Services, Inc. and First Reserve Fund IX, L.P.

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 hereunto duly authorized.

QUANTA SERVICES, INC.

By: /s/ Dana A. Gordon

-----  
Dana A. Gordon

Vice President and General Counsel

December 11, 2002

EXHIBIT INDEX

Exhibit No. -----	Document -----
10.1	Amendment No. 1 to Securities Purchase Agreement dated December 6, 2002 between Quanta Services, Inc. and First Reserve Fund IX, L.P.

AMENDMENT NO. 1 TO  
SECURITIES PURCHASE AGREEMENT

This Amendment No. 1 to Securities Purchase Agreement (this "Amendment") dated as of December 6, 2002 is entered into by and between Quanta Services, Inc., a Delaware corporation (the "Company"), and First Reserve Fund IX, L.P., a Delaware limited partnership ("Purchaser").

RECITALS

WHEREAS, the Company and Purchaser have entered into that certain Securities Purchase Agreement dated as of October 15, 2002 (the "Agreement") pursuant to which the parties agreed, among other things, that Purchaser would purchase from the Company and the Company would issue to Purchaser (a) 8,666,666 shares of the Company's common stock, par value \$0.00001 per share (the "Common Shares"), at the Tranche I Closing and (b) 2,430,741 shares of the Company's Series E Preferred Stock, par value \$0.00001 per share (the "Preferred Shares"), at the Tranche II Closing;

WHEREAS, pursuant to Section 2.03 of the Agreement, the Tranche II Closing may not be later than December 7, 2002, subject to extension by Purchaser pursuant to Section 2.03 thereof;

WHEREAS, the Company and Purchaser desire to amend the Agreement in the manner set forth in this Amendment.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.

2. Amendment.

(a) The second sentence of Section 2.03 of the Agreement is hereby amended and restated in its entirety to read as follows:

"The delivery of the certificate(s) representing the Preferred Shares, payment by Purchaser of the required consideration and all other instruments required by this Agreement (the "Tranche II Closing") will occur on the second Trading Day following the satisfaction of the conditions set forth in Sections 5.02 and 5.03 hereof or such other date as is mutually agreed upon by the parties, but in no event shall such date be later than December 20, 2002."

(b) Section 6.15(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

"by either the Company or Purchaser if the Tranche II Closing shall not have been consummated on or before December 20, 2002, unless extended by mutual agreement or unless the failure to consummate the Closing is attributable to a failure on the part of the party seeking to terminate this Agreement to perform any obligation required to be performed by such party at or prior to the Tranche II Closing Date;  
or"

3. Documents Otherwise Unchanged. Except as herein provided, the Agreement shall remain unchanged and in full force and effect, and each reference to the Agreement shall be a reference to the Agreement as amended hereby and as the same may be further amended, restated, supplemented or otherwise modified and in effect from time to time.

4. Effectiveness of Amendment. This Amendment shall become effective immediately upon the execution hereof.

5. Binding Effect. This Amendment shall be binding upon the Company, Purchaser, and their respective successors and permitted assigns. Except as expressly provided in this Amendment, this Amendment shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Amendment, and their respective successors and permitted assigns.

6. Governing Law. This Amendment will be construed in accordance with and governed by the laws of the State of Delaware without regard to principles of conflicts of laws.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment No. 1 to Securities Purchase Agreement as of the date first written above.

QUANTA SERVICES, INC.

By: /s/ Dana A. Gordon

Name: Dana A. Gordon

Title: Vice President

FIRST RESERVE FUND IX, L.P.

By: First Reserve GP IX, L.P., General Partner

By: First Reserve G.P. IX, Inc., General Partner

By: /s/ Thomas R. Denison

Name: Thomas R. Denison

Title: Managing Director