As filed with the Securities and Exchange Commission on November 15, 1999

Registration No. 333-_____

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

QUANTA SERVICES, INC.
(Exact name of registrant as specified in its charter)

<TABLE>
<CAPTION>
<S> <C> <C>
Delaware 1731 74-2851603
(State or other jurisdiction of incorporation or organization) (Primary Standard Industrial Classification Code Number) (I.R.S. Employer Identification No.)
</TABLE>

Brad Eastman
Vice President, Secretary and General Counsel
1360 Post Oak Boulevard, Suite 2100
Houston, Texas 77056
(713) 629-7600
(Name, address, including zip code, and telephone number, including area code, of registrant's principal executive offices and agent for service)

Approximate date of commencement of proposed sale to the public: From time to time after this registration statement becomes effective.

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, check the following box.[ ]

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.[X]

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.[ ]

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.[ ]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.[ ]

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>
TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE (1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
</TABLE>

Common Stock	2,034,849shares	$31	$63,080,314	$17,536.33

(1) Pursuant to Rule 457(c), the offering price and registration fee are computed on the basis of the average of the high and low prices of the Common Stock, as reported by the New York Stock Exchange on November 11, 1999.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

The information in this prospectus is not complete and may be changed. The selling stockholders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion

November 15, 1999

2,034,849 Shares

[Logo of Quanta appears here]

Common Stock

The 2,034,849 shares of our common stock being offered by this prospectus are being offered by the selling stockholder listed under the heading "Selling Stockholder" on page 12. The shares of common stock will be sold by the selling stockholder from time to time.

We will not receive any of the proceeds from the sale of the common stock by the selling stockholder. Our common stock is traded on the New York Stock Exchange under the symbol "PWR." On November 11, 1999, the last reported sale price for the common stock on the New York Stock Exchange was $30.9375 per share.

INVESTING IN OUR COMMON STOCK INVOLVES RISKS WHICH ARE DESCRIBED IN THE SECTION ENTITLED "RISK FACTORS" BEGINNING ON PAGE 5.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

_____

The date of this prospectus is _____, 1999

You should rely only on the information contained in this prospectus. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus is accurate as of the date on the front cover of this prospectus only. Our business, financial condition, results of operations and prospects may have changed since that date.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements, and other information with the Securities and Exchange Commission. You may read and

copy any reports, statements, or other information we file with the SEC at its public reference rooms in Washington, D.C., New York, New York and Chicago, Illinois. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. Our SEC filings are also available to the public at the SEC's web site at http://www.sec.gov. In addition, you can inspect and copy our reports, proxy statements and other information at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005, on which our common stock is listed.

We filed a registration statement on Form S-3 to register with the SEC our common stock offered by the selling stockholder. This prospectus is part of that registration statement. As permitted by SEC rules, this prospectus does not contain all of the information you can find in the registration statement or the exhibits to the registration statement.

The SEC allows us to "incorporate by reference" the information we filed with them, which means that we can disclose important information to you by referring to another document filed separately with the SEC. The information incorporated by reference is considered to be a part of this prospectus, and information later filed with the SEC will update and supersede this information.

We incorporate by reference the documents listed below:

1. Annual Report on Form 10-K for the fiscal year ended December 31, 1998;
2. Quarterly Report on Form 10-Q for the three months ended March 31, 1999;
3. Quarterly Report on Form 10-Q for the three months ended June 30, 1999;
4. Quarterly Report on Form 10-Q for the three months ended September 30, 1999;
5. Current Report on Form 8-K filed February 26, 1999, as amended by Form 8-K/A filed April 23, 1999;
6. Current Report on Form 8-K filed June 17, 1999;
7. Current Report on Form 8-K filed on November 15, 1999.

You may request a copy of these filings, at no cost, by writing or telephoning:

Quanta Services, Inc.
Attn: Corporate Secretary
1360 Post Oak Blvd., Suite 2100
Houston, Texas 77056
(713) 629-7600

You should rely only on the information incorporated by reference or provided in this prospectus. We have not authorized anyone to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information in this prospectus is accurate as of any date other than the date on the front of the document.

ABOUT QUANTA SERVICES, INC.

We are a leading provider of specialized contracting services to electric utilities, telecommunication and cable television operators, and governmental entities. We also install transportation control and lighting systems and provide specialty electric power and communication services for industrial and commercial customers.

We are a Delaware corporation and our executive offices are located at 1360 Post Oak Blvd., Suite 2100, Houston, Texas 77056. Our telephone number at that address is (713) 629-7600.

RISK FACTORS

An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below and the other information contained in this prospectus before deciding to invest in our common stock. We believe the following risks represent the known, material risks facing our company, in addition to the risks which typically face any company in our industry. If any of the following risks actually occur, our business, financial condition and operating results could be materially adversely affected. In that case, the trading price of our common stock could decline, and you could lose a part or all of your investment.

WE HAVE A LIMITED HISTORY OF OPERATING AND INTEGRATING OUR ACQUIRED BUSINESSES

If we are unable to integrate or successfully manage the companies we have acquired or may acquire in the future, our business, financial condition and results of operations could be materially and adversely affected. We were founded in August 1997 but conducted no operations and generated no revenues prior to acquiring four businesses in February 1998. These four businesses and the other businesses we have acquired since February 1998 have been operating as separate entities and we expect that many of these businesses and many others we

acquire will continue to operate as separate entities with a large degree of operating autonomy. To manage the combined enterprise on a profitable basis, we must institute certain necessary common systems and procedures. We intend to integrate the computer, accounting and financial reporting systems, and certain of the operational, administrative, banking and insurance procedures of the businesses we acquire. However, we cannot be certain that we will successfully institute these common systems and procedures. In addition, we cannot be certain that our recently assembled management group will be able to successfully manage the businesses we acquire as a combined entity and effectively implement our operating or growth strategies.

THERE ARE RISKS RELATED TO OUR OPERATING AND INTERNAL GROWTH STRATEGIES

A key element of our strategy is to increase the profitability and revenues of the businesses we acquire. Although we have begun to implement this strategy by various means, we cannot be certain that we will be able to continue to do so successfully. Another key component of our strategy is to operate the businesses we acquire on a decentralized basis, with local management retaining responsibility for day-to-day operations, profitability and the internal growth of the individual business. If we do not implement proper overall business controls, this decentralized operating strategy could result in inconsistent operating and financial practices at the businesses we acquire, and our overall profitability could be adversely affected. Our ability to generate internal growth will be affected by, among other factors, our ability to:

- expand the range of services we offer to customers;
- attract new customers;
- increase the number of projects performed for existing customers;
- hire and retain employees;

- open additional facilities; and
- reduce operating and overhead expenses.

Many of the factors affecting our ability to generate internal growth may be beyond our control, and we cannot be certain that our strategies will be successful or that we will be able to generate cash flow sufficient to fund our operations and to support internal growth. Our inability to achieve internal growth could materially and adversely affect our business, financial condition and results of operations.

WE MAY BE UNSUCCESSFUL IN IDENTIFYING OR INTEGRATING ACQUIRED COMPANIES

We have grown rapidly through the acquisition of 55 businesses. A principal part of our business growth strategy will be to make additional acquisitions on a selective basis as opportunities arise. One of our principal growth strategies is to increase our revenues and the markets we serve through the acquisition of additional electric and telecommunications infrastructure contracting companies. We expect to face competition for acquisition candidates, which may limit the number of acquisition opportunities and may lead to higher acquisition prices. We cannot be sure that we will be able to identify, acquire or profitably manage additional businesses. We also cannot be sure that we can integrate successfully any acquired businesses with our other operations without substantial costs, delays or other operational or financial problems. Further, acquisitions involve a number of special risks which could materially and adversely affect our business, financial condition and results of operations. These special risks include:

- failure of the acquired businesses to achieve the results we expect;
- diversion of our management's attention from operational matters;
- our inability to retain key personnel of the acquired businesses;
- risks associated with unanticipated events or liabilities;
- difficulties integrating the operations and personnel of acquired companies;
- the potential disruption of our business;
- the difficulty of maintaining uniform standards, controls, procedures and policies; and
- customer dissatisfaction or performance problems at the acquired business may materially and adversely affect the reputation of our company.

WE MAY NOT HAVE ACCESS TO SUFFICIENT FUNDING TO FINANCE FUTURE ACQUISITIONS

If we cannot secure additional financing on acceptable terms, we may be unable to pursue our acquisition strategy successfully and we may be unable

to support our growth strategy. We cannot readily predict the timing, size and success of our acquisition efforts or the capital we will need for these efforts. We intend to continue to use our common stock for all or a portion of the consideration for future acquisitions. These issuances could have a dilutive effect on our then existing

stockholders. If our common stock does not maintain a sufficient market value or potential acquisition candidates are unwilling to accept our common stock as part of the consideration for the sale of their businesses, we may be required to utilize more of our cash resources to pursue our acquisition program. Using cash for acquisitions limits our financial flexibility and makes us more likely to seek additional capital through future debt or equity financings. If we seek more debt, we may have to agree to financial covenants that limit our operational and financial flexibility. If we seek more equity, we may dilute the ownership interests of our then existing stockholders. When we seek additional debt or equity financings, we cannot be certain that additional debt or equity will be available to us at all or on terms acceptable to us. Our $350 million revolving credit facility contains a requirement to obtain the consent of the lenders for acquisitions exceeding a certain level of cash consideration.

OUR BUSINESS GROWTH COULD OUTPACE THE CAPABILITY OF OUR CORPORATE MANAGEMENT AND SYSTEMS

We expect to grow both internally and through acquisitions. We expect to expend significant time and effort in evaluating, completing and integrating acquisitions and opening new facilities. We cannot be certain that our systems, procedures and controls will be adequate to support our operations as they expand. Any future growth also will impose significant additional responsibilities on members of our senior management, including the need to recruit and integrate new senior level managers and executives. We cannot be certain that we can recruit and retain such additional managers and executives. To the extent that we are unable to manage our growth effectively, or are unable to attract and retain additional qualified management, our financial condition and results of operations could be materially and adversely affected.

WE MAY BE UNABLE TO ATTRACT AND RETAIN QUALIFIED EMPLOYEES

Our ability to provide high-quality services on a timely basis requires that we employ an adequate number of skilled electricians, journeymen linemen and project managers. Accordingly, our ability to increase our productivity and profitability will be limited by our ability to employ, train and retain skilled personnel necessary to meet our requirements. We, like many of our competitors, are currently experiencing shortages of qualified personnel. We cannot be certain that we will be able to maintain an adequate skilled labor force necessary to operate efficiently and to support our growth strategy or that our labor expenses will not increase as a result of a shortage in the supply of skilled personnel.

THE EXTENT OF OUR UNIONIZED WORKFORCE COULD ADVERSELY AFFECT OUR OPERATIONS OR ACQUISITION STRATEGY

As of September 30, 1999, approximately 36% of our employees were covered by collective bargaining agreements. Although the majority of these agreements prohibit strikes and work stoppages, we cannot be certain that strikes or work stoppages will not occur in the future. Strikes or work stoppages would adversely impact our relationship with our customers and could materially and adversely affect our business, financial condition and results of operations. In addition, our acquisition strategy could be adversely affected because of our union status for a variety of reasons. For instance, our union agreements may be incompatible with the union agreements of a business we want to acquire and some businesses may not want to become affiliated with a union based company.

WE MAY BE UNABLE TO SUCCESSFULLY COMPETE WITH OTHER COMPANIES IN THE INDUSTRY

The electric and telecommunications infrastructure contracting industry is highly competitive and is served by numerous small, owner-operated private companies, public companies and several large regional companies. In addition, relatively few barriers prevent entry into our industry As a result, any organization that has adequate financial resources and access to technical expertise may become one of our competitors. Competition in the industry depends on a number of factors, including price. Certain of our competitors may have lower overhead cost structures and may, therefore, be able to provide their services at lower rates than we can provide such services. In addition, some of our competitors are larger and have greater resources than us. We cannot be certain that our competitors will not develop the expertise, experience and resources to provide services that are superior in both price and quality to our services. Similarly, we cannot be certain that we will be able to maintain or enhance our competitive position.

We may also face competition from the in-house service organizations

of our existing or prospective customers. Electric utility and telecommunications service providers usually employ personnel who perform some of the same types of services as we do. We cannot be certain that our existing or prospective customers will continue to outsource services in the future.

OUR DEPENDENCE UPON FIXED PRICE CONTRACTS AND MASTER SERVICE AGREEMENTS COULD ADVERSELY AFFECT OUR BUSINESS

We currently generate, and expect to continue to generate, a significant portion of our revenues under fixed price contracts. We must estimate the costs of completing a particular project to bid for such fixed price contracts. The cost of labor and materials, however, may vary from the costs we originally estimated. These variations, along with other risks inherent in performing fixed price contracts, may result in actual revenue and gross profits for a project differing from those we originally estimated and could result in reduced profitability and losses on projects. Depending upon the size of a particular project, variations from estimated contract costs can have a significant impact on our operating results for any fiscal quarter or year.

Certain of our customers assign work to us on a project by project basis under master service agreements. Under master service agreements, our customer generally has no obligation to assign work to us. We cannot be certain that customers with whom we have master service agreements will continue to assign work to us. A significant decline in work assigned to us under these contracts could materially and adversely affect our results of operations.

OUR OPERATING RESULTS MAY VARY SIGNIFICANTLY QUARTER-TO-QUARTER

The electric and telecommunications infrastructure contracting business can be subject to seasonal variations. During the winter months, demand for new projects and maintenance services may be lower due to inclement weather. Additionally, the industry can be highly cyclical. As a result, our volume of business may be adversely affected by declines in new projects in various geographic regions of the U.S. Our quarterly results may also be materially affected by:

- the timing of acquisitions;
- variations in the margins of projects performed during any particular quarter;

- the timing and magnitude of acquisition assimilation costs;
- the timing and volume of work under new agreements;
- the budgetary spending patterns of customers;
- the termination of existing agreements;
- costs we incur to support growth internally or through acquisitions or otherwise;
- the change in mix of our customers, contracts and business;
- increases in construction and design costs; and
- regional or general economic conditions.

Accordingly, our operating results in any particular quarter may not be indicative of the results that you can expect for any other quarter or for the entire year.

WE COULD HAVE POTENTIAL EXPOSURE TO ENVIRONMENTAL LIABILITIES

Our operations are subject to various environmental laws and regulations, including those dealing with the handling and disposal of waste products, PCBs, fuel storage and air quality. As a result of past and future operations at our facilities, we may be required to incur environmental remediation costs and other cleanup expenses. In addition, we cannot be certain that we will be able to identify or be indemnified for all potential environmental liabilities relating to any acquired business.

THE DEPARTURE OF KEY PERSONNEL COULD DISRUPT OUR BUSINESS

We depend on the continued efforts of our executive officers and on senior management of the businesses we acquire. Although we intend to enter into an employment agreement with each of our executive officers and other key employees, we cannot be certain that any individual will continue in such capacity for any particular period of time. The loss of key personnel, or the inability to hire and retain qualified employees, could adversely effect our business, financial condition and results of operations. We do not intend to carry key-person life insurance on any of our employees.

SHARES ELIGIBLE FOR FUTURE SALE BY OUR CURRENT STOCKHOLDERS MAY ADVERSELY AFFECT OUR STOCK PRICE

If our stockholders sell substantial amounts of our common stock (including shares issued upon the exercise of outstanding options) in the public market following this offering, the market price of our common stock could fall. Such sales might make it more difficult for us to sell equity or equity-related securities in the future at a time and price that we deem appropriate. We have outstanding 36,461,949 shares of common stock and Limited Vote Common Stock, assuming no exercise of outstanding options after October 30, 1999 and no conversion of our convertible subordinated notes or Series A Preferred Stock. Of these shares, the 2,034,849 shares offered by this prospectus, together with 26,220,670 additional shares are freely tradable or tradable pursuant to Rule 144.

CERTAIN PROVISIONS OF OUR ARTICLES OF INCORPORATION AND BYLAWS COULD MAKE AN ACQUISITION OF OUR COMPANY MORE DIFFICULT

The following provisions of our certificate of incorporation and bylaws, as currently in effect, as well as Delaware law, could discourage potential acquisition proposals, delay or prevent a change in our control or limit the price that investors may be willing to pay in the future for shares of our common stock. Our certificate of incorporation permits our Board of Directors to issue ''blank check'' preferred stock and to adopt amendments to our bylaws. Our bylaws contain restrictions regarding the right of stockholders to nominate directors and to submit proposals to be considered at stockholder meetings. Also, our certificate of incorporation and bylaws restrict the right of stockholders to call a special meeting of stockholders and to act by written consent. We are also subject to provisions of Delaware law which prohibit us from engaging in any of a broad range of business transactions with an "interested stockholder" for a period of three years following the date such stockholder became classified as an interested stockholder.

WE DO NOT EXPECT TO PAY DIVIDENDS IN THE NEAR FUTURE

We have never paid any cash dividends and do not anticipate paying cash dividends on our common stock in the immediate future.

THE BOOK VALUE OF YOUR COMMON STOCK MAY BE SUBSTANTIALLY DILUTED

In the event that we issue additional common stock in the future, including shares that may be issued in connection with future acquisitions or other public or private financings, purchasers of common stock in this offering may experience dilution.

THE YEAR 2000 PROBLEM COULD DISRUPT OUR BUSINESS

Many currently installed computer systems and software products are coded to accept only two-digit entries in the date code field. Beginning in the year 2000, these date code fields will need to accept four-digit entries to distinguish 21st century dates from 20th century dates. As a result, computer system and software used by many companies may need to be upgraded to comply with such ''Year 2000'' requirements. We cannot be certain that unexpected Year 2000 compliance problems of our systems or of our vendors, customers and service providers will not materially and adversely affect our business, financial condition or operating results. The unanticipated failure of one of these systems to properly recognize date information beyond the year 1999 could have a significant adverse impact on our ability to deliver services to customers and to manage our continuing operations.

OUR FORWARD-LOOKING STATEMENTS MAY PROVE TO BE INACCURATE

A number of statements in this prospectus address activities, events or developments which we anticipate may occur in the future, including our strategy for internal growth and improved profitability, the nature and amount of additional capital expenditures, acquisitions of assets and businesses and industry trends. These statements are based on certain assumptions and analyses we make in light of our perception of historical trends, current business and economic conditions and expected future developments, as well as other factors we believe are reasonable or appropriate. However, whether actual results and developments will conform with our expectations is subject to a number of risks and uncertainties, including:

- the risk factors discussed in this prospectus;
- general economic, market or business conditions;
- the business opportunities (or lack thereof) that may be presented to and pursued by us; and
- changes in laws or regulations and other factors.

Many of these risks and uncertainties are beyond our control. Consequently, we cannot be certain that the actual results or developments that we anticipate will be realized or, even if substantially realized, that they will have the expected effects on our business or operations.

USE OF PROCEEDS

We will not receive any proceeds from the sale of shares by the selling stockholder.

SELLING STOCKHOLDER

The following table sets forth certain information regarding the ownership of our common stock as of November 1, 1999. The shares offered by this prospectus may be offered and sold from time to time by the selling stockholder, or by pledgees, donees or transferees of, or certain other successors in interest to, the selling stockholder.

<TABLE>
<CAPTION>

	Shares Owned Prior to Offering		Number of Shares Being Registered For Sale	Shares Owned If All Shares Are Sold	
	Number	Percent		Number	Percent
<S>	<C>	<C>	<C>	<C>	<C>
SELLING STOCKHOLDER:					
Billy R. Jones.....	2,051,436	6.1%	2,034,849	16,587	*
Total.....	2,051,436	6.1%	2,034,849	16,587	*

</TABLE>
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* Represents less than 1.0%

Mr. Jones has contractually agreed with us not to sell 1,017,425 shares of our common stock until August 13, 2000, and 508,712 shares of our common stock until August 13, 2001.

PLAN OF DISTRIBUTION

The common stock may be sold or distributed from time to time by the selling stockholder, or by pledgees, donees or transferees of, or other successors in interest to, the selling stockholder, directly to one or more purchasers, including pledgees, or through brokers, dealers or underwriters who may act solely as agents or may acquire shares as principals, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, at negotiated prices, or at fixed prices, which may be changed. The distribution of the common stock may be effected by one or more of the following methods:

- ordinary brokers' transactions, which may include long or short sales;
- transactions involving cross or block trades or otherwise on the New York stock Exchange or other stock exchange on which the common stock may be listed from time to time;
- purchases by brokers, dealers or underwriters as principals and resale by such purchasers for their own accounts pursuant to this prospectus;
- "at the market" to or through market makers or into an existing market for the common stock;
- in other ways not involving market makers or established trading markets, including direct sales to purchasers or sales effected through agents;
- through transactions in options, swaps or other derivatives (whether exchange-listed or otherwise); or
- any combination of the foregoing, or by any other legally available means.

In addition, the selling stockholder or his successors in interest may enter into hedging transactions with broker-dealers who may engage in short sales of common stock in the course of hedging the positions they assume with the selling stockholder. The selling stockholder or his successors in interest may also enter into option or other transactions with broker-dealers that require the delivery to such broker-dealers of the shares, which shares may be

resold thereafter pursuant to this prospectus.

Brokers, dealers, underwriters or agents participating in the distribution of the shares as agent may receive compensation in the form of discounts, concessions or commissions from the selling stockholder (and, if they act as agent for the purchaser of such shares, from such purchaser). Such discounts concessions or commissions as to a particular broker, dealer, underwriter or agent might be greater or less than those customary in the type of transaction involved.

Any underwriter may engage in stabilizing transactions in accordance with Rule 104 under the Exchange Act. Rule 104 permits stabilizing bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum. The underwriters may over-allot shares of the common stock in connection with an offering of common stock, thereby creating a short position in the underwriters' account. These transactions, if commenced, may be discontinued at any time.

The selling stockholder and any brokers, dealers, underwriters or agents that participate in the distribution of the shares may be deemed to be "underwriters" within the meaning of the Securities Act, and any discounts, commissions or concessions received by any such persons might be deemed to be underwriting discounts and commissions under the Securities Act. Neither we nor the selling stockholder can presently estimate the amount of such compensation. We know of no existing arrangements between the selling stockholder and may other stockholder, broker, dealer, underwriter or agent relating to the sale or distribution of the shares.

To the extent required, we will file, during any period in which offers or sales are being made, a supplement to this prospectus which sets forth, with respect to a particular offering, the specific number of shares to be sold, the sales price, the name of any participating broker, dealer, underwriter or agent, any applicable commission or discount and any other material information with respect to the plan of distribution not previously disclosed.

We will not receive any of the proceeds from the sale of the shares offered by the selling stockholder. We will pay substantially all of the expenses incident to this offering of the shares by the selling stockholder to the public other than commissions and discounts of brokers, dealers, underwriters or agents.

In order to comply with certain states' securities laws, if applicable, the shares will be sold in such jurisdictions only through registered or licensed brokers or dealers. In addition, in certain states the common stock may not be sold unless the common stock has been registered or qualified for sale in such state or an exemption from registration or qualification is available and is satisfied.

LEGAL MATTERS

The validity of the shares of common stock offered hereby will be passed upon for Quanta by Brad Eastman, Quanta's Vice President, Secretary and General Counsel.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth the expenses to be paid by the Company (other than underwriting compensation expected to be incurred) in connection with the offering described in this Registration Statement. All amounts are estimates, except the SEC Registration Fee.

<TABLE>
<CAPTION>

<S>	<C>
SEC Registration Fee	$17,536.33
Printing Costs	5,000.00
Accounting Fees and Expenses	1,000.00
Miscellaneous	1,463.67
Total	$25,000.00

</TABLE>

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Delaware General Corporation Law

Section 145(a) of the General Corporation Law of the State of Delaware (the

"DGCL") provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Section 145(b) of the DGCL states that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in

view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145(c) of the DGCL provides that to the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 145(d) of the DGCL states that any indemnification under subsections (a) and (b) of Section 145 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made with respect to a person who is a director or officer at the time of such determination (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

Section 145(e) of the DGCL provides that expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation as authorized in Section 145. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

Section 145(f) of the DGCL provides that the indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of Section 145 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 145(g) of the DGCL provides that a corporation shall have the power

to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of Section 145.

Section 145(j) of the DGCL provides that the indemnification and advancement of expenses provided by, or granted pursuant to, Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

CERTIFICATE OF INCORPORATION

The Certificate of Incorporation provides that a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for unlawful payments of dividends or unlawful stock repurchases or redemptions as provided for in Section 174 of the DGCL. If the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Company, in addition to the limitation on personal liability described above, shall be limited to the fullest extent permitted by the amended DGCL. Further, any repeal or modification of such provision of the Certificate of Incorporation by the stockholders of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Company existing at the time of such repeal or modification.

BYLAWS

The Bylaws of the Company provide that the Company will indemnify and hold harmless any director or officer of the Company to the fullest extent permitted by applicable law, as in effect as of the date of the adoption of the Bylaws or to such greater extent as applicable law may thereafter permit, from and against all losses, liabilities, claims, damages, judgments, penalties, fines, amounts paid in settlement and expenses (including attorneys' fees) whatsoever arising out of any event or occurrence related to the fact that such person is or was a director or officer of the Company and further provide that the Company may, but is not required to, indemnify and hold harmless any employee or agent of the Company or a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise who is or was serving in such capacity at the written request of the Company; provided, however, that the Company is only required to indemnify persons serving as directors, officers, employees or agents of the Company for the expenses incurred in a proceeding if such person has met the standards of conduct that make it permissible under the laws of the State of Delaware for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense will be on the Company. The Bylaws further provide that, in the event of any threatened, or pending action, suit or proceeding in which any of the persons referred to above is a party or is involved and that may give rise to a right of indemnification under the Bylaws, following written request by such person, the Company will promptly pay to such person amounts to cover expenses reasonably incurred by such person in such proceeding in advance of its final disposition upon the receipt by the Company of (i) a written undertaking executed by or on behalf of such person providing that such person will repay the advance if it is ultimately determined that such person is not entitled to be indemnified by the Company as provided in the Bylaws and (ii)satisfactory evidence as to the amount of such expenses.

INSURANCE

The Company maintains liability insurance for the benefit of its directors and officers.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

<TABLE>
<CAPTION>
Number	Description
<C>	<S>
2.1	-- Amended and Restated Agreement and Plan of Organization dated as of December 11, 1997 by and among Quanta Services, Inc. and PAR Electrical Contractors, Inc. and its stockholders**

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2.2	-- Amended and Restated Agreement and Plan of Organization dated as of December 11, 1997 by and among Quanta Services, Inc. and Union Power Construction Company and its stockholders**
2.3	-- Amended and Restated Agreement and Plan of Organization dated as of December 11, 1997 by and among Quanta Services, Inc. and TRANS TECH Electric, Inc. and its stockholders**
2.4	-- Amended and Restated Agreement and Plan of Organization dated as of December 11, 1997 by and among Quanta Services, Inc. and Potelco, Inc. and its stockholders**
3.1	-- Amended and Restated Certificate of Incorporation**
3.2	-- Amended and Restated Bylaws**
3.3	-- Certificate of Amendment to the Amended and Restated Certificate of Incorporation*
3.4	-- Certificate of Designation, Rights, and Limitations of the Series A Convertible Preferred Stock of Quanta Services, Inc.
4.1	-- Form of Common Stock Certificates**
5.1	-- Opinion of Brad Eastman
10.1	-- Form of Employment Agreement**
10.2	-- 1997 Stock Option Plan**
10.3	-- Acquisition Agreement and Plan of Reorganization dated as of May 5, 1998, by and among Quanta Services, Inc., Spalj Acquisition, Inc. and Spalj Construction Company and its stockholders***
10.4	-- Acquisition Agreement and Plan of Reorganization dated as of August 4, 1998, by and among Quanta Services, Inc., Underground Construction Co., Inc., Five Points Construction Company and their stockholders+
10.5	-- Third Amended and Restated Secured Credit Agreement dated as of June 14, 1999 among Quanta Services, Inc. as Borrower and the financial institutions parties thereto, as Lenders*
10.6	-- Securities Purchase Agreement among Quanta Services, Inc. and Enron Capital & Trade Resources Corp. ("Enron Capital") and Joint Energy Development Investments II Limited Partnership ("JEDI") dated as of September 29, 1998***
10.7	-- Registration Rights Agreement dated as of September 29, 1998 by and among Quanta Services, Inc., JEDI and Enron Capital***
10.8	-- Form of Convertible Promissory Note issued to Enron Capital and JEDI***
10.9	-- Acquisition Agreement and Plan of Reorganization dated February 12, 1999, by and among Quanta Services, Inc., Quanta I Acquisition, Inc., The Ryan Company, Inc., John P. Ryan, John P. Ryan 1998 Retained Annuity Trust, Kathleen M. Ryan and Leo S. McNamara, Trustees, David C. Varisco, Varisco Family Irrevocable Trust of 1998, John P. Ryan, Trustee, and David C. Varisco 1998 Retained Annuity Trust, John P. Ryan and Mary L. Varisco, Trustee+++

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10.10	-- Acquisition Agreement and Plan of Reorganization dated February 16, 1999, by and among Quanta Services, Inc., Quanta II Acquisition, Inc., Northern Line Layers, Inc., Donald G. Bottrell, Teresa L. Bottrell, James R. Bennett and Marine M. Bennett+++
10.11	-- Quanta Services, Inc. Management Incentive Bonus Plan for Fiscal Year Ending December 31, 1999++++
10.12	-- Securities Purchase Agreement between Quanta Services, Inc. and UtiliCorp United Inc. dated as of September 21, 1999
10.13	-- Investor's Rights Agreement by and between Quanta Services, Inc. and UtiliCorp United Inc. dated September 21, 1999
10.14	-- Management Services Agreement by and between Quanta Services, Inc. and UtiliCorp United Inc.
10.15	-- Letter Agreement by and between Quanta Services, Inc. and UtiliCorp United Inc. dated September 21, 1999
10.16	-- Strategic Alliance Agreement by and between Quanta Services, Inc. and UtiliCorp United Inc. dated as of September 21, 1999
10.17	-- Form of Stockholders Voting Agreement
10.18	-- First Amendment to Third Amended and Restated Secured Credit Agreement
10.19	-- Letter Agreement by and among ECT Merchant Investments Corp., Joint Energy Development Investments II Limited Partnership, Quanta Services, Inc. and UtiliCorp United Inc. dated Septembert 21, 1999
10.20	-- First Amendment to Securities Purchase Agreement and Registration Rights Agreement
21.1	-- Subsidiaries
23.1	-- Consent of Arthur Andersen LLP
23.2	-- Consent of Brad Eastman (contained in Exhibit 5.1)
23.3	-- Consent of Arthur Andersen LLP
23.4	-- Consent of S. J. Gallina & Co., LLP
23.5	-- Consent of Jerry T. Paul, CPA
23.6	-- Consent of McGladrey & Pullen, LLP
23.7	-- Consent of Paul B. Leathers, Inc.
23.8	-- Consent of Babush, Neiman, Kornman & Johnson, LLP
23.9	-- Consent of McDaniel & Associates, P.C.
23.10	-- Consent of J. H. Cohn LLP
23.11	-- Consent of Kirkland Albrecht and Company
23.12	-- Consent of Joseph Decosimo and Company, LLP
23.13	-- Consent of Nathan Wechsler & Company
23.14	-- Consent of Ganim, Meder, Childers & Hoering, P.C.

24.1 -- Power of Attorney (included on the signature page)
</TABLE>
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* Previously filed as an exhibit to the Company's Registration Statement on Form S-3 (No. 333-81419).

** Previously filed as an exhibit to the Company's Registration Statement on Form S-1 (No. 333-42957) and incorporated herein by reference.

*** Previously filed as an exhibit to the Company's Registration Statement on Form S-4 (No. 333-47083) and incorporated herein by reference.

\+ Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 1998 and incorporated herein by reference.

++ Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the period ended September 30, 1998 and incorporated herein by reference.

+++ Previously filed as an exhibit to the Company's Report on Form 8-K filed February 26, 1999 and incorporated herein by reference.

++++ Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the period ended March 31, 1999 and incorporated herein by reference.

(b) Financial Statement Schedules.

All schedules are omitted because they are not applicable or because the required information is contained in the Financial Statements or Notes thereto.

Item 17. Undertakings

The undersigned Registrant hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that the undertakings set forth in clauses (i) and (ii) above do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by Quanta Services, Inc. pursuant to Section 13 or 15(d) of the Securities and Exchange Act of 1934 that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering; and

(4) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the

Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(6) The undersigned Registrant hereby undertakes that:

(i) For the purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(ii) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such new securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act, Quanta Services, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on November 15, 1999.

Quanta Services, Inc.

By: /s/ John R. Colson

John R. Colson, Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below authorizes John R. Colson and Derrick A. Jensen, and each of them, each of whom may act without joinder of the other to execute in the name of each such person who is then an officer or director of the Registrant to file any amendments to this Registration Statement necessary or advisable to enable the Registrant to comply with the Securities Act and any rules, regulations and requirements of the Securities and Exchange Commission, in respect thereof, in connection with the registration of the securities which are the subject of this Registration Statement, which amendments may make such changes to such Registration Statement as such attorney may deem appropriate (and to file any Registration Statement pursuant to Rule 462(b) of the Securities Act).

Pursuant to the requirements of the Securities Act, as amended, this Registration Statement has been signed by the following persons in the capacities indicated and on November 15, 1999.

<TABLE>
<CAPTION>

SIGNATURE	TITLE
<S>	<C>
/s/ John R. Colson John R. Colson	Chief Executive Officer, Director (Principal Executive Officer)
/s/ Derrick A. Jensen Derrick A. Jensen	Vice President and Controller (Principal Accounting Officer)

/s/ Vincent D. Foster Vincent D. Foster	Director
/s/ John R. Wilson John R. Wilson	Director
/s/ John A. Martell John A. Martell	Director
/s/ Gary A. Tucci Gary A. Tucci	Director
/s/ James R. Ball James R. Ball	Director
/s/ Rodney R. Proto Rodney R. Proto	Director

<TABLE>
<CAPTION>
<S> <C>

/s/ Michael T. Willis Michael T. Willis	Director
 Robert K. Green	Director
/s/ James G. Miller James G. Miller	Director

</TABLE>

EXHIBIT 3.4

CERTIFICATE OF DESIGNATION, RIGHTS, AND LIMITATIONS
OF THE SERIES A CONVERTIBLE PREFERRED STOCK
OF QUANTA SERVICES, INC.

Pursuant to Section 151(g), The General Corporation Law of the State of Delaware, Quanta Services, Inc., a Delaware corporation (the "Corporation"),

DOES HEREBY CERTIFY:

That, pursuant to authority conferred upon the Board of Directors by Article Fourth of the Amended and Restated Certificate of Incorporation, and pursuant to the provisions of The General Corporation Law of the State of Delaware, the Board of Directors on September 21, 1999, duly adopted a resolution providing for the issuance of series A convertible preferred stock, which resolution is as follows:

RESOLVED, that, pursuant to the authority expressly granted and vested in the Board of Directors of the Corporation, and effective upon filing of this Certificate of Designation, Rights, and Limitations (the "Certificate of Designation"), there shall be designated a "Series A Convertible Preferred Stock" (the "Series A Preferred Stock"), consisting of 1,860,000 shares of preferred stock of the Corporation, $0.00001 par value per share.

FURTHER RESOLVED, that the Board of Directors be, and the same hereby is, authorized to issue such shares of Series A Preferred Stock from time to time and for such consideration and on such terms as the Board of Directors shall determine; and

FURTHER RESOLVED, that, subject to the limitations provided by law and by the Corporation's Amended and Restated Certificate of Incorporation, the powers, designations, preferences and relative, participating, optional or other special rights, powers or priorities of, and the qualifications, limitations or restrictions upon, the Series A Preferred Stock shall be as follows:

1. Designation. One million eight hundred sixty thousand (1,860,000) shares of the authorized and unissued preferred stock of the Corporation, $0.00001 par value per share, are hereby designated "Series A Convertible Preferred Stock" (the "Series A Preferred Stock").

2. Dividends.

(a) Preferred. Subject to Sections 2(c) and (d) below, the holders of Series A Preferred Stock shall be entitled to receive dividends in cash at the rate of 0.5% per annum on an amount equal to $100.00 (the "Purchase Price"), plus all unpaid dividends accrued, on each outstanding share of Series A Preferred Stock (as adjusted pursuant to Section 5 hereof with respect to such share), when and as declared by the Board of Directors out of the funds legally available for that purpose (the "Preferred Dividend"). The Preferred Dividend on each share of Series A Preferred Stock shall be cumulative from the date of issuance of such share, whether or not earned, whether or not funds of the Corporation are legally available for the payment of

dividends and whether or not declared by the Board of Directors, but such dividend shall be payable only when, as, and if declared by the Board of Directors. So long as any shares of Series A Preferred Stock shall be outstanding, (i) no dividend, whether in cash, stock or property, shall be paid or declared, nor shall any other distribution be made, on any shares of the common stock of the Corporation, par value $0.00001 per share (the "Common Stock"), or any other class or series of capital stock of the Corporation, (ii) nor shall any class or series of capital stock of the Corporation be redeemed, purchased or otherwise acquired for value by the Corporation (except for acquisitions of Common Stock by the Corporation pursuant to (A) agreements which permit the Corporation to repurchase such shares upon termination of services to the Corporation entered into on or before the date on which the shares of Series A Preferred Stock were first issued (the "Original Issue Date") or (B) in satisfaction of an indemnification obligation to the Corporation upon a breach by the holder of Common Stock of a representation, warranty or covenant in any agreement for the acquisition by the Corporation of a business (as defined in Rule 11-01(d) of Regulation S-X adopted by the Securities and Exchange Commission) pursuant to the Corporation's acquisition program (an "Acquisition")), in each case, until all dividends set forth in this Section (2)(a) on the Series A Preferred Stock shall have been paid or declared and set apart.

(b) Participating. In addition to the Preferred Dividend payable on the Series A Preferred Stock, the shares of Series A Preferred Stock shall be entitled to receive, out of any funds legally available therefor, the amount of any cash or non-cash dividends or distributions declared and paid on the shares of Common Stock, as if the shares of Series A Preferred Stock had been

converted immediately prior to the record date for payment of such dividends or distributions.

(c) Corporation's Right to Terminate Preferred Dividend. At the option of the Corporation (exercisable by delivery to the holder of notice thereof), at any time after the sixth anniversary of the Original Issue Date, if on the date of exercise by the Corporation, the Closing Price (as defined in Section 4(b)(i) below) of the Corporation's Common Stock is greater than $30.00 (subject to adjustment for any stock split, combination, and the like), then the Corporation may terminate the Preferred Dividend, effective on the date of receipt by the holder of the relevant notice.

(d) Adjustment of Preferred Dividend. At the option of UtiliCorp United Inc., a Delaware corporation, or one or more of its "affiliates" (as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) or all such persons together (collectively, "UtiliCorp"), at any time after the sixth anniversary of the Original Issue Date, if on the date of exercise by UtiliCorp the Closing Price (as defined in Section 4(b)(i) below) of the Corporation's Common Stock is $30.00 or less (subject to adjustment for any stock split, combination, and the like), then the Preferred Dividend will be adjusted to the then "market coupon rate" (as defined below). The "market coupon rate" shall be the Corporation's after-tax cost of obtaining financing, excluding common stock, to replace UtiliCorp's investment in the Corporation, as determined by mutual agreement of the parties; provided, however, that if the parties are unable to agree upon the market coupon rate within 10 days after the date of the sixth anniversary of the Original Issue Date, then the parties shall mutually agree upon a nationally recognized investment banking firm skilled in the business aspects of the subject to determine the market coupon rate, such determination shall be made by the investment banking firm within a 30 days

of being selected. If the parties are unable to agree upon a nationally recognized investment banking firm within 30 days after the date of the sixth anniversary of the Original Issue Date, then the determination shall be made by a panel of three nationally recognized investment banking firms skilled in the business aspects of the subject. Each of the Corporation and the holder of a majority of the shares of Series A Preferred Stock shall select one such firm within five days after the expiration of above-mentioned 30-day period (the "Initial Selection Period"), and the third such firm shall be selected by the two investment banking firms within five days after the expiration the Initial Selection Period. Within 15 days after the selection of the third investment banking firm, the initial two firms shall submit to the third firm their proposals of the market coupon rate and, within five days after receipt thereof, the third firm shall adopt in its entirety one of the proposals and shall not adopt a compromise between the proposals of the initial two firms. The market coupon rate determined in accordance with the above procedure shall, retroactive to the date immediately following the sixth anniversary of the Original Issue Date and thereafter, be the Preferred Dividend.

3. Voting Rights.

(a) General. Each holder of shares of Series A Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Series A Preferred Stock held by such holder are then convertible, at each meeting of stockholders of the Corporation (and written actions of stockholders in lieu of meetings), with respect to any and all matters presented to the stockholders of the Corporation for their action or consideration. Except as provided by law or as otherwise expressly provided herein, such holder shall have voting rights and powers equal to the voting rights and powers of the Common Stock, and holders of Series A Preferred Stock shall vote together with the holders of Common Stock as a single class and be entitled to notice of any stockholders' meeting in accordance with the By-laws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Series A Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) Election of Directors. The Board of Directors of the Corporation shall consist of 10 directors. The directors of the Corporation shall be elected as follows:

(i) A majority of the outstanding shares of Series A Preferred Stock and the shares of Common Stock issued upon conversion thereof (the "Conversion Shares") (to the extent permitted by applicable law) held by UtiliCorp, voting exclusively and as a separate class, shall be entitled to elect two of the total number of directors of the Corporation, subject to the limitations set forth in subsections 3(b)(ii), (iv) and (v) below.

(ii) In the event that the ratio of the total number of shares of Common Stock owned by UtiliCorp (on an as-converted basis) to the total number of shares

of Common Stock outstanding, assuming full conversion of all securities and full exercise of all outstanding rights, options and warrants to acquire Common Stock (such ratio, "UtiliCorp's Fully Diluted Ownership Ratio") is equal to or greater than 30%, then a majority of the outstanding shares of Series A Preferred Stock and the Conversion Shares (to the extent permitted by applicable law)

held by UtiliCorp, voting exclusively and as a separate class, shall be entitled to elect three of the total number of directors of the Corporation.

(iii) To the extent any nominee of the holders of the Series A Preferred Stock is not an officer of UtiliCorp, the Board of Directors of the Corporation shall have the right to approve such nominee, such approval not to be unreasonably withheld. Only the holders of the Series A Preferred Stock and the Conversion Shares (to the extent permitted by applicable law) shall be entitled to remove from office such directors nominated by the holders of the Series A Preferred Stock and the Conversion Shares (to the extent permitted by applicable law) or to fill any vacancy caused by the resignation, death or removal of such directors.

(iv) In the event that UtiliCorp's Fully Diluted Ownership Ratio (A) is less than 10% or (B) UtiliCorp sells or otherwise disposes of at least 50%, but less than 75%, of the total number of shares of Common Stock owned by it on the Original Issue Date (on an as-converted basis), then a majority of the outstanding shares of Series A Preferred Stock and the Conversion Shares (to the extent permitted by applicable law) held by UtiliCorp shall only be entitled (voting exclusively and as a separate class) to elect one of the total number of directors of the Corporation.

(v) In the event that (A) UtiliCorp's Fully Diluted Ownership Ratio is less than 5% or (B) UtiliCorp sells or otherwise disposes of 75% or more of the total number of shares of Common Stock owned by it (on an as-converted basis), then a majority of the outstanding shares of Series A Preferred Stock and the Conversion Shares (to the extent permitted by applicable law) held by UtiliCorp shall have no right (voting exclusively and as a separate class) to elect any directors to the Board of Directors.

(vi) The holders of Limited Vote Common Stock, voting together as a single class, shall be entitled to elect one member of the Board of Directors, but shall not otherwise be entitled to vote in the election of directors of the Corporation. Only holders of Limited Vote Common Stock shall have the right to remove from office such director or to fill any vacancy caused by the resignation, death or removal of such director.

(vii) Except as provided in Sections 3(b)(i), (ii), (iii) and (iv) above, the holders of Common Stock and the holders of Series A Preferred Stock, voting together as a single class, shall be entitled to elect all members of the Board of Directors.

(c) Veto Rights. So long as the outstanding shares of Series A Preferred Stock represent 10% or more of the outstanding shares of Common Stock (on an as-converted basis), the approval by the vote or written consent of the holders of at least two-thirds of the then outstanding shares of Series A Preferred Stock, voting together as a single class, shall be necessary before the Corporation may:

(i) Authorize, issue or enter into any agreement providing for the issuance (contingent or otherwise) of (A) any authorized but unissued shares of Series A Preferred Stock or any other class or series of capital stock senior to or on par with the Series A Preferred Stock as to dividend rights or (B) any notes or debt securities containing equity features, including, without limitation, any notes or debt securities convertible into or

exchangeable for equity securities, having dividend rights on par with or senior to the Series A Preferred Stock;

(ii) Redeem or purchase or otherwise acquire any of its capital stock, now or hereafter issued, of any class, except for (A) any repurchase of shares of capital stock pursuant to any employee benefit plan adopted by the Corporation, (B) any payment or redemption of certain convertible subordinated notes issued by the Corporation on October 5, 1998 to Enron Capital & Trade Resources Corp. and Joint Energy Development Investments II Limited Partnership, and (C) any acquisition of shares of capital stock by the Corporation pursuant to agreements which permit the Corporation to repurchase such shares (1) upon termination of services to the Corporation entered into on or before the Original Issue Date or (2) in satisfaction of an indemnification obligation to the Corporation upon a breach by the holder of Common Stock of a representation, warranty or covenant in any agreement for an Acquisition;

(iii) Enter into a transaction or series of transactions resulting in the sale, lease, transfer or other disposition of all or substantially all of the assets of the Corporation in which the holders of the Series A Preferred Stock would receive less than the Common Stock for each share of Series A Preferred Stock held by them;

(iv) Liquidate, dissolve or wind up the Corporation in any form of transaction; or

(v) Amend the Corporation's Certificate of Incorporation or Bylaws or the organizational documents of a subsidiary of the Corporation (including the filing of a certificate of designation), in each case as amended, or file with any governmental authority any resolution of the Board of Directors containing in each case any provisions which would adversely affect or otherwise impair the voting powers, preferences or other special rights or privileges, qualifications, limitations or restrictions of the Series A Preferred Stock (including, without limitation, an amendment or resolution to increase the number of directors of the Corporation to a number greater than 10).

4. Conversion. The Corporation and holders of the Series A Preferred Stock shall have, and be subject to, the conversion rights as follows (the "Conversion Rights"):

(a) Holder's Right to Convert. Subject to and in compliance with the provisions of this Section 4, any shares of Series A Preferred Stock may, at the option of the holder, be converted at any time into fully paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series A Preferred Stock shall be entitled upon conversion by the holder shall be the product obtained by multiplying the Series A Preferred Stock Rate then in effect (determined as provided in Section 4(b)(ii)) times the number of shares of Series A Preferred Stock being converted by such holder.

(b) Certain Definitions and Determinations. As used in Sections 4 and 5, the following terms shall have the following meanings:

(i) "Closing Price" means on any particular date (A) the last sale price per share of the Common Stock on such date on the principal stock exchange on which the Common Stock has been listed or, if there is no such price on such date, then the last sale price

on such exchange on the date nearest preceding such date, (B) if the Common Stock is not listed on any stock exchange, the final bid price for a share of Common Stock in the over-the-counter market, as reported by the National Association of Securities Dealers Automated Quotation System ("NASDAQ") at the close of business on such date, or the last sales price if such price is reported and final bid prices are not available, (C) if the Common Stock is not quoted on the NASDAQ, the bid price for a share of Common Stock in the over-the-counter market as reported by the National Quotation Bureau Incorporated (or any similar organization or agency succeeding to its functions of reporting prices), or (D) if the Common Stock is no longer publicly traded, as determined by an investment banking firm selected in good faith by the Board of Directors based upon the price that would be paid by a willing buyer of the shares at issue, in a sale process designed to maximize value and attract a reasonable number of participants to provide a fair determination of such value, provided, that none of the transactions related to the foregoing shall include purchases by any "affiliate" (as defined in Rule 12b-2 under the Securities Act of 1933) of the Corporation.

(ii) The conversion rate in effect at any time for conversion of the Series A Preferred Stock (the "Preferred Stock Rate") shall be the quotient obtained by dividing the Original Issue Price (as defined below) by the Conversion Price, calculated as provided in Section 4(b)(iv).

(iii) The "Original Issue Price" of the Series A Preferred Stock shall equal the Purchase Price with respect to each share (as adjusted for any stock dividends, combinations, splits and the like with respect to such shares).

(iv) The conversion price shall initially be $30.00 (the "Conversion Price"). The initial Conversion Price shall be adjusted from time to time in accordance with the provisions of Section 5. All references to the Conversion Price herein shall mean the Conversion Price as so adjusted.

(c) Automatic Conversion Prior to Liquidation. In the event of a liquidation of the Corporation, the Conversion Rights shall be automatically exercised at the close of business on the first full business day preceding the date fixed for the payment of any amounts distributable on liquidation to the holders of Common Stock.

(d) Fractional Shares. No fractional shares of Common Stock shall be issued

upon conversion of the Series A Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred Stock by a holder shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fractional share of Common Stock multiplied by the Closing Price of the Common Stock on the business day immediately prior to the date on which conversion is deemed to occur (as determined in subsection 4(e)(ii) below).

(e) Mechanics of Conversion.

(i) In order for a holder of Series A Preferred Stock to convert shares of Series A Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Series A Preferred Stock, at the office of the transfer agent for the Series A Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Series A Preferred Stock represented by such certificate or certificates. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued.

(ii) If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. Provided that the certificates of the Series A Preferred Stock have been surrendered as provided above, the Corporation shall, as soon as practicable, issue and deliver at such office to such holder of Series A Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled, together with cash in lieu of any fraction of a share. In the event less than all shares represented by such certificate are converted, a new certificate shall be issued by the Corporation representing the unconverted shares. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series A Preferred Stock to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date.

(f) Reservation of Common Stock. The Corporation shall at all times when the Series A Preferred Stock shall be outstanding reserve and keep available (free from preemptive rights) out of its authorized but unissued stock, for the purpose of issuing upon conversion of the Series A Preferred Stock, such number of shares of Common Stock as shall then be issuable upon the conversion of all outstanding Series A Preferred Stock. All shares of Common Stock so issuable shall, upon issuance, be duly and validly issued and fully paid and nonassessable. Before taking any action which would cause an adjustment reducing the Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

(g) Notices. Any notice required by the provisions of Sections 2(c), 4 and 5 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Corporation.

(h) Payment of Taxes. The Corporation will pay all taxes (other than taxes based upon income or gross receipts) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Series A Preferred Stock, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series A Preferred Stock so converted were registered.

5. Antidilution Adjustments. The number and kind of securities issuable upon

the conversion of the Series A Preferred Stock shall be subject to adjustment, without duplication, from time to time upon the happening of certain events occurring on or after the Original Issue Date as follows:

(a) Adjustment for Stock Splits and Combinations. In case the Corporation shall (i) subdivide its outstanding Common Stock into a greater number of shares, (ii) combine its outstanding Common Stock into a smaller number of shares, (iii) pay a dividend or make a distribution on its outstanding Common Stock in shares of its capital stock or (iv) issue by reclassification of its outstanding Common Stock (whether pursuant to a merger or consolidation or otherwise) any other shares of capital stock of the Corporation, the Series A Preferred Stock surrendered for conversion after the record date fixed by the Board of Directors for such subdivision, combination, dividend, distribution or reclassification shall be entitled to receive the aggregate number and kind of shares of capital stock of the Corporation which, if this Series A Preferred Stock had been converted immediately prior to such record date at the Conversion Price then in effect, such holder would have been entitled to receive by virtue of such subdivision, combination, dividend, distribution or reclassification; and the Conversion Price shall be deemed to have been adjusted after such record date to apply to such aggregate number and kind of shares. Such adjustment shall be made successively whenever any of the events listed above shall occur.

(b) Adjustment for Common Stock Dividends and Distributions. In case the Corporation shall pay a dividend or make a distribution on any class of capital stock of the Corporation in shares of Common Stock, the Conversion Price in effect immediately prior to the record date for the determination of stockholders entitled to receive such dividend or distribution shall be reduced by multiplying such Conversion Price by a fraction of which (i) the numerator shall be the number of shares of Common Stock outstanding at the close of business on the day immediately prior to such record date and (ii) the denominator shall be the sum of such number of shares and the total number of shares issued in such dividend or other distribution.

(c) Adjustment for Rights to Acquire Common Stock Below Market Price. Subject to Section 5(m) below, in case the Corporation shall issue to all holders of Common Stock rights or warrants entitling them to subscribe for or purchase Common Stock at a price per share less than the current market price per share (as determined pursuant to Section 5(h) below), the Conversion Price in effect from and after the record date therefor shall be reduced so that it shall equal the price determined by multiplying the Conversion Price in effect immediately prior to such record date by a fraction, of which (i) the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered for subscription or purchase would purchase at such current market price and (ii) the denominator

shall be the number of shares of Common Stock outstanding on such record date plus the number of additional shares of Common Stock so offered for subscription or purchase. For the purpose of this Section 5(c), the issuance of rights or warrants to subscribe for or purchase securities convertible into Common Stock shall be deemed to be the issuance of rights or warrants to purchase the Common Stock into which such securities are convertible (without regard to any antidilution provision contained therein for a subsequent adjustment of such number) at an aggregate offering price equal to the aggregate offering price of such securities plus the minimum aggregate amount (if any) payable upon (or in connection with) the exercise of such securities for Common Stock. Such adjustment shall be made successively whenever such a record date is fixed. In case such rights or warrants are not issued after such a record date has been fixed, the Conversion Price shall be readjusted to the Conversion Price which would have been in effect if such record date had not been fixed.

(d) Adjustment for Distribution of Debt or Assets. In case the Corporation shall distribute to all holders of Common Stock (whether pursuant to a merger or consolidation or otherwise) evidences of its indebtedness or assets (excluding shares of capital stock of the Corporation and cash dividends out of retained earnings), or rights to subscribe for Common Stock at a price less than the current market price per share (excluding those referred to in Section 5(c) above), then in each such case the Conversion Price in effect from and after the record date therefor shall be adjusted so that it shall equal the price determined by multiplying the Conversion Price in effect immediately prior to such record date by a fraction, of which (i) the numerator shall be the current market price per share (determined as provided in Section 5(h) below) of the Common Stock on such record date less the fair market value (as determined by the Board of Directors, whose determination in good faith shall be conclusive) of the portion of the evidences of indebtedness or assets so distributed or of such rights to subscribe applicable to one share of Common Stock and (ii) the denominator shall be such current market price per share of Common Stock. Such adjustment shall be made successively whenever any such a

record date is fixed. In case such distribution is not made after such a record date has been fixed, the Conversion Price shall be readjusted to the Conversion Price which would have been in effect if such record date had not been fixed.

(e) Adjustment for Sales of Common Stock Below Market Price (But Above Conversion Price). If the Corporation shall issue any additional shares of Common Stock (other than as provided in Sections 5(a) through 5(d) above) at a price per share less than the current market price per share of Common Stock but above the Conversion Price in respect of the Series A Preferred Stock, then the Conversion Price shall be adjusted to the price determined by multiplying the Conversion Price by a fraction of which (i) the numerator shall be (A) the sum of (1) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock multiplied by the current market price and (2) the consideration, if any, received and deemed received by the Corporation upon the issuance of such additional shares of Common Stock (B) divided by the total number of shares of Common Stock outstanding immediately after the issuance of such additional shares of Common Stock, and (ii) the denominator shall be the current market price.

(f) Adjustment for Sales of Common Stock Below Conversion Price. If the Corporation shall issue any additional shares of Common Stock (other than as provided in Sections 5(a) through 5(e) above) at a price per share less than the Conversion Price, then the

Conversion Price shall be adjusted to the price determined by multiplying the Conversion Price times a fraction of which (i) the numerator shall be (A) the sum of (1) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock multiplied by the Conversion Price and (2) the consideration, if any, received and deemed received by the Corporation upon the issuance of such additional shares of Common Stock (B) divided by the total number of shares of Common Stock outstanding immediately after the issuance of such additional shares of Common Stock, and (ii) the denominator shall be the Conversion Price.

(g) Certain Determinations.

(i) In case the Corporation shall issue any security or evidence of indebtedness which is convertible into or exchangeable for Common Stock ("Convertible Security"), or any warrant, option or other rights to subscribe for or purchase Common Stock or any Convertible Security (together with Convertible Securities, "Common Stock Equivalent"), or if, after any such issuance, the price per share for which such additional shares of Common Stock may be issuable thereunder is amended, then, for purposes of Sections 5(e) and (f), (A) the maximum number of additional shares of Common Stock issuable pursuant to all such Common Stock Equivalents (without regard to any antidilution provision contained therein for a subsequent adjustment of such number) shall be deemed to have been issued as of the earlier of (1) the date on which the Corporation shall enter into a firm contract for the issuance of such Common Stock Equivalent or (2) the date of actual issuance of such Common Stock Equivalent, and (B) the aggregate consideration for such maximum number of additional shares of Common Stock shall be deemed to be the minimum consideration received and receivable by the Corporation for the issuance of such additional shares of Common Stock pursuant to such Common Stock Equivalent. No adjustment of the Conversion Price shall be made under this paragraph upon the issuance or deemed issuance of any shares of Common Stock pursuant to the exercise of any conversion or exchange rights of any Convertible Security or pursuant to the exercise of any warrants, options, or other subscription or purchase rights, if any adjustments shall previously have been made in the Conversion Price then in effect upon the issuance of such Convertible Securities, warrants, options or other rights pursuant hereto.

(ii) The following provisions shall be applicable to making of adjustments in the Conversion Price hereinbefore provided in Sections 5(c), (d), (e) and (f):

(A) The consideration received by the Corporation shall be deemed to be the following:

(1) (x) To the extent that any additional shares of Common Stock or any Common Stock Equivalents shall be issued for cash consideration, the consideration received by the Corporation therefor, or, (y) if such additional shares of Common Stock or Common Stock Equivalents are offered by the Corporation for subscription, the subscription price, or, (z) if such additional shares of Common Stock or Common Stock Equivalents are sold to underwriters or dealers for public offering without a subscription offering, the initial public offering price, in any such case excluding any amounts paid or receivable for accrued interest or accrued dividends and without deduction of any compensation,

discounts, commissions or expenses paid or incurred by the Corporation for and in the underwriting of, or otherwise in connection with, the issue thereof;

(2) To the extent that such issuance shall be for a consideration other than cash, then, except as herein otherwise expressly provided, the fair market value of such consideration at the time of such issuance as determined in good faith by the Board of Directors. In any case in which the consideration to be received or paid shall be other than cash, the Board of Directors of the Corporation shall notify promptly each holder of the Series A Preferred Stock of its determination of the fair market value of such consideration;

(3) The consideration for any additional shares of Common Stock issuable pursuant to any Common Stock Equivalents shall be the consideration received by the Corporation for issuing such Common Stock Equivalents, plus the additional consideration payable to the Corporation upon the exercise, conversion or exchange of such Common Stock Equivalents; and

(4) In case of the issuance at any time of any additional shares of Common Stock or Common Stock Equivalents in payment or satisfaction of any dividend upon any class of stock other than Common Stock, the Corporation shall be deemed to have received for such additional shares of Common Stock or Common Stock Equivalents a consideration equal to the amount of such dividend so paid or satisfied.

(B) Upon the expiration of the right to convert, exchange or exercise any Common Stock Equivalent the issuance of which effected an adjustment in the Conversion Price, if any such Common Stock Equivalent shall not have been converted, exercised or exchanged, (1) the number of shares of Common Stock deemed to be issued and outstanding by reason of the fact that they were issuable upon conversion, exchange or exercise of any such Common Stock Equivalent shall no longer be computed as set forth above, (2) the Conversion Price shall forthwith be readjusted and thereafter be the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section 5 after the issuance of such Common Stock Equivalent) had the adjustment of the Conversion Price made upon the issuance or sale of such Common Stock Equivalent been made on the basis of the issuance only of the number of additional shares of Common Stock actually issued upon exercise, conversion or exchange of such Common Stock Equivalent, and (3) thereupon only the number of additional shares of Common Stock actually so issued shall be deemed to have been issued and only the consideration actually received by the Corporation (computed as in clause (A) above) shall be deemed to have been received by the Corporation.

(iii) The number of shares of Common Stock at any time outstanding shall not include any shares thereof then directly or indirectly owned or held by or for the account of the Corporation or its subsidiaries.

(iv) No adjustments of the Conversion Price shall be made pursuant to Sections 5(c), (e), and (f) upon the issuance of shares of Common Stock that are issued pursuant to (x) any employee benefit plan, program or policy approved by the Board of Directors of the Corporation, including thrift plans, stock purchase plans, stock bonus plans, stock options plans,

employee stock ownership plans or other incentive or profit sharing arrangements, for the benefit of employees, officers or directors of the Corporation or its "affiliates" (as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) or (y) Acquisitions made by the Corporation.

(h) Current Market Price. For the purpose of any computation under Sections 5(c), (d) and (e) above, the current market price shall be deemed to be the following:

(i) With respect to a bonafide underwritten public offering, the offering price agreed to by the underwriter;

(ii) With respect to binding agreements made by the Corporation to issue shares of Common Stock for a price that is (A) determined as of the date of the agreement with reference to a market price contemporaneous with the date of the binding agreement and (B) without full adjustment to the Closing Price on the day of issuance, the price as determined by such binding agreement; or

(iii) With respect to all other situations, the average of the daily Closing Prices for 30 consecutive trading days commencing 45 trading days before the date in question.

(i) Deferral of Share Issuance. In any case in which this Section 5 shall

require that an adjustment as a result of any event becomes effective from and after a record date, the Corporation my elect to defer until after the occurrence of such event (i) issuing to the holder of Series A Preferred Stock converted after such record date and before the occurrence of such event the additional shares of Common Stock issuable upon such conversion over and above the shares issuable on the basis of the Conversion Price in effect immediately prior to adjustment and (ii) paying to such holder any amount in cash in lieu of a fractional share of Common Stock pursuant to Section 4(d) above. In lieu of the shares the issuance of which is deferred pursuant to this Section 5(i), the Corporation shall issue or cause a transfer agent to issue due bills or other appropriate evidence of the right to receive such shares promptly after the occurrence of such event.

(j) De Minimis Adjustments. Any adjustment in the Conversion Price otherwise required by this Section 5 to be made may be postponed until the date of the next adjustment otherwise required to be made if such adjustment (together with any other adjustments postponed pursuant to this Section 5 and not theretofore made) would not require an increase or decrease of more than 1% in such price, but in the case of an adjustment required as a result of a dividend or distribution on any class of capital stock of the Corporation in shares of Common Stock, such adjustment must be made no later than the earlier of (a) 3 years after the date of the stock dividend or distribution or (b) the date as of which the aggregate stock dividends or distributions for which adjustment of the Conversion Price has not previously been made total at least 3% of the issued and outstanding capital stock of the Corporation with respect to which such stock dividends or distributions were made. All calculations under this Section 5 shall be made to the nearest cent or to the nearest 1/100th of a share, as the case may be.

(k) Applicability to Other Shares. In case at any time, as a result of an adjustment made pursuant to Section 5(a)(iii) or (iv) above, the holders of the Series A Preferred

Stock thereafter surrendered for conversion shall become entitled to receive any shares of capital stock of the Corporation other than Common Stock, the number and kind of such other shares so receivable upon conversion of Series A Preferred Stock shall thereafter be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in clauses (a) to (g), inclusive, above, and the other provisions of this Section 5 with respect to the Common Stock shall apply on like terms to any such other shares.

(l) Board Determinations. The Board of Directors may make such reductions in the Conversion Price, in addition to those required by this Section 5, as shall be determined by the Board of Directors to be advisable in order to avoid taxation so far as practicable of any dividend of stock or stock rights or any event treated as such for federal income tax purposes to the recipients. The Board of Directors shall have the power to resolve any ambiguity or correct any error in this Section 5, and (absent manifest error by the Board of Directors) its action in so doing shall be final and conclusive.

(m) Rights Plan. With respect to any stockholder rights plan (the "Rights Plan") pursuant to which "rights" would be issued or issuable to stockholders of the Corporation, no adjustment shall be made to the Conversion Price as a result of such Rights Plan in the event that an appropriate amount of "rights" are either (i) reserved for issuance in connection with the issuance of Conversion Shares to the holders of Series A Preferred Stock or (ii) are issued to holders of Series A Preferred Stock on an as converted basis. Unless rights are so issued pursuant to clause (ii) of this Section 5(m), if and when the rights become exercisable, an appropriate adjustment to the Conversion Price in accordance with the terms of the Rights Plan shall be made pursuant to this Section 5.

(n) Notices of Adjustment. In each case of an adjustment or readjustment of the Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of shares of Series A Preferred Stock, if the Series A Preferred Stock is then convertible pursuant to Section 4, the Corporation, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall deliver such certificate to each registered holder of Series A Preferred Stock. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including (without limitation) a statement of (i) the consideration received or deemed to be received by the Corporation for any additional securities issued or sold or deemed to have been issued or sold, (ii) the Conversion Price at the time in effect, (iii) the number of additional securities and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Series A Preferred Stock.

(o) Notices of Record Date. Upon (i) any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution or (ii) other capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation with or into any other corporation, or any voluntary or involuntary dissolution, liquidation or winding up of the Corporation, the Corporation shall send to each holder of the Series A Preferred Stock at least 20 calendar days

prior to the record date specified therein a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up.

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IN WITNESS WHEREOF, QUANTA SERVICES, INC. has caused its corporate seal to be affixed and this Certificate to be signed by its President and its Secretary this 21st day of September, 1999.

QUANTA SERVICES, INC.

By: /s/ John R. Colson

John R. Colson, President

By: /s/ Brad Eastman

Brad Eastman, Secretary

SIGNATURE PAGE TO
CERTIFICATE OF DESIGNATION

EXHIBIT 5.1

November 12, 1999

Quanta Services, Inc.
1360 Post Oak Blvd., Suite 2100
Houston, Texas 77056

Ladies and Gentlemen:

The undersigned is Vice President, Secretary and General Counsl at Quanta Services, Inc., a Delaware corporation (the "COMPANY"), in connection with the Company's registration under the Securities Act of 1933, as amended (the "ACT"), of 2,034,849 shares of common stock, par value $0.00001 per share (the "SHARES"), of the Company which may be offered from time to time under the Company's Registration Statement on Form S-3 (the "REGISTRATION STATEMENT") to be filed with the Securities and Exchange Commission on or about November 12, 1999, by the stockholder named in such Registration Statement (the "SELLING STOCKHOLDER").

In reaching the opinions set forth herein, the undersigned has examined and is familiar with originals or copies, certified or otherwise identified to my satisfaction, of such documents and records of the Company and such statutes, regulations and other instruments as I deemed necessary or advisable for purposes of this opinion, including (i) the Registration Statement, (ii) the Amended and Restated Certificate of Incorporation of the Company, as filed with the Secretary of State of the State of Delaware, (iii) the Bylaws of the Company, and (iv) certain minutes of meetings of, and resolutions adopted by, the Board of Directors of the Company.

The undersigned has assumed that (i) all signatures on all documents I reviewed are genuine, (ii) all documents submitted to me as originals are true and complete, (iii) all documents submitted to me as copies are true and complete copies of the originals thereof, and (iv) all persons executing and delivering the documents I examined were competent to execute and deliver such documents.

Based on the foregoing, and having due regard for the legal considerations the undersigned deems relevant, I am of the opinion that the Shares which are to be sold and delivered by the Selling Stockholder, when delivered by the Selling Stockholder, will be duly authorized, validly issued, fully paid and non-assessable.

This opinion is limited in all respects to the laws of the State of Texas, the Delaware General Corporation Law and the federal laws of the United States of America.

This opinion letter may be filed as an exhibit to the Registration Statement. In giving this consent, the undersigned does not thereby admit that he comes within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Brad Eastman
Brad Eastman
Vice President, Secretary and General Counsel

EXHIBIT 10.12

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SECURITIES PURCHASE AGREEMENT

BETWEEN

QUANTA SERVICES, INC.

AND

UTILICORP UNITED INC.

DATED AS OF SEPTEMBER 21, 1999

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SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT, dated as of September 21, 1999 (this "Agreement"), by and between QUANTA SERVICES, INC., a Delaware corporation (the "Company"), and UTILICORP UNITED INC., a Delaware corporation ("Purchaser").

In consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"AAA" shall have the meaning specified in Section 7.08.

"Action" against a Person means any lawsuit, action, proceeding, investigation or complaint before any Governmental Authority, mediator or arbitrator.

"Affiliate" of any Person shall mean (i) any Person directly or indirectly controlled by, controlling or under common control with such first Person, (ii) any director or officer of such first Person or of any Person referred to in

clause (i) above and (iii) if any Person in clause (i) above is an individual, any member of the immediate family (including parents, spouse and children) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust. For purposes of this definition, any Person which owns directly or indirectly 20% or more of the securities having ordinary voting power for the election of directors or other governing body of a corporation or 20% or more of the partnership or other ownership interests of any other Person (other than as a limited partner of such other Person) will be deemed to "control" (including, with its correlative meanings, "controlled by" and "under common control with") such corporation or other Person.

"Arbitrators" shall have the meaning specified in Section 7.08.

"Basic Documents" means, collectively, this Agreement, the Investor's Rights Agreement, the Strategic Alliance Agreement, the Certificate of Designation, the Stockholder's Voting Agreement and any and all other agreements or instruments executed and delivered to Purchaser by the Company or any Subsidiary or Affiliate of the Company on even date herewith, or any amendments, supplements, continuations or modifications thereto.

"Beneficial Ownership," "Beneficial Owner" and "Beneficially Own" shall have the meanings ascribed to them in Rule 13d-3 under the Exchange Act in effect on the date hereof.

"Board of Directors" means the Board of Directors of the Company.

"Business Day" means any day other than a Saturday, Sunday, or a legal holiday for commercial banks in Houston, Texas, or New York, New York.

"Capital Stock" of any Person means any and all shares, interests, participations, or other equivalents (however designated) of, or rights, warrants, or options to purchase, corporate stock or any other equity interest (however designated) of or in such Person.

"CERCLA" shall have the meaning specified in the definition of Environmental Laws in this Section 1.01.

"Certificate of Designation" shall have the meaning specified in Section 2.01.

"Change in Control" shall be deemed to have occurred if (i) any Person acquires, directly or indirectly, the Beneficial Ownership of any voting security of the Company and immediately after such acquisition such Person is, directly or indirectly, the Beneficial Owner of voting securities representing 50% or more of the total voting power of all the then outstanding voting securities of Company entitled to vote generally in the election of directors; or (ii) individuals who on the Closing Date constitute the Company's Board of Directors, or their successors approved in accordance with the terms below, cease for any reason to constitute at least a majority thereof, unless the election or nomination for the election by the Company's stockholders of each new director was approved by vote of at least 2/3rds of the directors then still in office who were directors on the Closing Date or their successors approved in accordance with the terms hereof.

"Claims" shall have the meaning specified in the definition of Environmental Claims in this Section 1.01.

"Closing" shall have the meaning specified in Section 2.03.

"Closing Date" means the date upon which a Closing occurs as provided in Section 2.03.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the common stock, par value $0.00001 per share, of the Company or such other class of securities as shall, after the date of this Agreement, constitute the common equity of the Company.

"Company" shall have the meaning specified in the introductory paragraph.

"Company SEC Documents" shall have the meaning specified in Section 3.02.

"Consolidated Net Income" means, for any period, the net income (or loss), after provision for taxes, of the Company and its Subsidiaries on a consolidated basis for such period, determined in accordance with GAAP.

"Consolidated Subsidiaries" shall mean each Subsidiary of the Company

(whether now existing or hereafter created or acquired), the financial statements of which shall be (or should have been) consolidated with the financial statements of the Company in accordance with GAAP.

"Conversion Shares" shall mean those shares of Capital Stock as such term is defined in Section 2.01.

"Delist" or "Delisted" shall mean the delisting of the shares of stock of a corporation from the exchange such shares are traded on.

"Dispute" shall have the meaning specified in Section 7.08.

"Effective Date" means the date this Agreement is executed by all the parties hereto.

"Employee Plan" means any employee benefit plan, program or policy including thrift plans, stock purchase plans, stock bonus plans, stock options plans, employee stock ownership plans or other incentive or profit sharing arrangements for the benefit of employees, officers or directors of the Company or its Affiliates, with respect to which the Company or any ERISA Affiliate may have any liability or any obligation to contribute, including a Plan or a Multiemployer Plan.

"Enron Affiliates" means Enron Capital & Trade Resources Corp., a Delaware corporation, Joint Energy Development Investments II Limited Partnership, a Delaware limited partnership, and ECT Merchant Investment Corp., a Delaware corporation, or other persons succeeding to an interest in the Enron Notes.

"Enron Notes" means those certain Convertible Subordinated Notes issued by the Company to Enron Capital & Trade Resources Corp. in the amount of $12,337,500 and Joint Energy Development Investments II Limited Partnership in the amount of $37,012,500, dated in each case as of October 5, 1998, pursuant to that certain Securities Purchase Agreement, dated September 29, 1998, among certain of the Enron Affiliates and the Company (the "Enron Purchase Agreement").

"Enron Purchase Agreement" shall have the meaning specified in the definition of Enron Notes in this Section 1.01.

"Environmental Claims" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violations, formal investigations or proceedings relating to any Environmental Law ("Claims") or any permit issued under any Environmental Law, including, without limitation, (i) any and all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery,

compensation or injunctive relief resulting from a release or threatened release of Hazardous Materials.

"Environmental Laws" means any and all Government Requirements pertaining to the environment in effect in any and all jurisdictions in which the Company or any Subsidiary is conducting or at any time has conducted business, or where any Property of the Company or any Subsidiary is located, including, without limitation, the Oil Pollution Act of 1990 ("OPA"), as amended, the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Hazardous Materials Transportation Act, as amended, and other environmental conservation or protection laws. As used in the provisions hereof relating to Environmental Laws, the term "oil" has the meaning specified in OPA; the terms "hazardous substance" and "release" (or "threatened release") have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA; provided, however, that (i) in the event either OPA, CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment, and (ii) to the extent the laws of the state in which any Property of the Company or any Subsidiary is located establish a meaning for "oil," "hazardous substance," "release," "solid waste" or "disposal" which is broader than that specified in either OPA, CERCLA or RCRA, such broader meaning shall apply.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statute.

"ERISA Affiliate" shall mean each trade or business (whether or not incorporated) which together with the Company or any Subsidiary of the Company would be deemed to be a "single employer" within the meaning of Section

4001(b)(1) of ERISA or subsections (b), (c), (m) or (o) of section 414 of the Code.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"Exchangeable Securities" shall mean a security of any type, including but not limited to debt, warrants or other rights, issued by the Company and representing the right to acquire shares of Common Stock from the Company upon exchange, conversion or exercise thereof.

"Fee" shall have the meaning specified in Section 5.01(h).

"Financial Statements" means the financial statement or statements described or referred to in Section 3.02.

"GAAP" means generally accepted accounting principles in the United States of America in effect from time to time.

"Governmental Authority" shall include the country, the state, county, city and political subdivisions in which any Person or such Person's Property is located or which exercises valid jurisdiction over any such Person or such Person's Property, and any court, agency, department, commission, board, bureau or instrumentality of any of them including monetary authorities which exercises valid jurisdiction over any such Person or such Person's Property. Unless otherwise specified, all references to Governmental Authority herein shall mean a Governmental Authority having jurisdiction over, where applicable, the Company, the Subsidiaries or any of their Property or any Purchaser.

"Government Requirement" means any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement (in the case of banking regulatory authorities whether or not having the force of law), including without limitation, Environmental Laws, energy regulations and occupational, safety and health standards or controls of any Governmental Authority.

"Hazardous Material" shall have the meaning assigned to the term Hazardous Substance in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Acts of 1986, and shall include any substance defined as "hazardous" or "toxic" or words used in place thereof under any Environmental Law applicable to the Company or any of its Subsidiaries.

"HSR Fees" shall have the meaning specified in Section 5.01(h).

"Indemnified Party" shall have the meaning specified in Section 7.02(d).

"Indemnity Matters" shall have the meaning specified in Section 7.02(a).

"Investor's Rights Agreement" means the Investor's Rights Agreement, to be entered into on the Closing Date, between the Company and Purchaser relating to the registration of the Conversion Shares for public distribution, among other things.

"Legal Fees" shall have the meaning specified in Section 5.01(h).

"Licenses" shall have the meaning specified in Section 3.20.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including but not limited to the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting Property. For the purpose of this Agreement, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person in a transaction intended to create a financing.

"Material Adverse Effect" means any material and adverse effect on (i) the assets, liabilities, financial condition, business, operations or affairs of the Company and its Subsidiaries taken as a whole, from those reflected in the Financial Statements or from the facts represented or warranted in any Basic Document, (ii) the ability of the Company and its Subsidiaries taken as a whole to carry out their business as of the Closing Date or as proposed as of the

Closing Date to be conducted to meet their obligations under the Basic Documents on a timely basis or (iii) the ability of the Company to consummate the transactions under this Agreement and the other Basic Documents.

"Multiemployer Plan" means a Plan defined as such in Section 3(37) or 4001(a)(3) of ERISA.

"NYSE" shall have the meaning specified in Section 3.06.

"Obligations" means any and all amounts, liabilities and obligations owing from time to time by Company to Purchaser, pursuant to any of the Basic Documents and all renewals, extensions and/or rearrangements thereof, whether such amounts, liabilities or obligations be liquidated or unliquidated, now existing or hereafter arising, absolute or contingent.

"OPA" shall have the meaning specified in the definition of Environmental Laws in this Section 1.01.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Plan" means any employee pension benefit plan, as defined in Section 3(2) of ERISA, which (i) is currently or hereafter sponsored, maintained or contributed to by the Company, any Subsidiary or an ERISA Affiliate or (ii) was at any time during the preceding six calendar years sponsored, maintained or contributed to, by the Company, any Subsidiary or an ERISA Affiliate.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Public Offering" shall mean a firm commitment underwritten public offering registered under the Securities Act pursuant to a registration statement which has been declared effective by the Commission under the Securities Act.

"Purchaser" has the meaning set forth in the introductory paragraph.

"RCRA" shall have the meaning specified in the definition of Environmental Laws in this Section 1.01.

"Related Parties" shall have the meaning specified in Section 7.02(a).

"Responsible Officer" means, as to any Person, the Chief Executive Officer, the President or any Vice President of such Person and the Chief Financial Officer of such Person.

Unless otherwise specified, all references to a Responsible Officer herein shall mean a Responsible Officer of the Company.

"Securities" means the Series A Preferred Stock and, when issued, the Conversion Shares.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"Senior Credit Agreement" means the Credit Agreement dated as of June 14, 1999, among the Company, the Senior Loan Agent, and the Senior Lenders, as it may from time to time be amended, modified, supplemented or increased from time to time, and any Credit Agreement or similar agreement executed in connection with any refinancing of the Senior Loan.

"Senior Indebtedness" shall mean all obligations, including the obligation to pay principal and accrued interest, arising under the Senior Loan Documents.

"Senior Lenders" means each of the lenders from time to time under the Senior Credit Agreement.

"Senior Loan" shall mean, collectively, any advance or advances of principal made by the Senior Lenders to the Company under the Senior Credit Agreement and the other Senior Loan Documents and all accrued but unpaid interest thereon.

"Senior Loan Agent" means NationsBank, N.A. doing business as Bank of America, N.A., and any substitute agent, as agent under the Senior Credit Agreement, and any agent, if any, under any refinancing arrangement of the Senior Loan.

"Senior Loan Documents" means the Senior Credit Agreement and all promissory notes, collateral documents and other agreements, documents and instruments executed or delivered in connection therewith, as such agreements may be amended, modified or supplemented from time to time.

"Series A Preferred Stock" means the Series A convertible preferred stock, par value $0.00001 per share, of the Company to be issued to Purchaser pursuant to Article II of this Agreement.

"Share Calculation Date" shall have the meaning specified in Section 3.17.

"Share Issuance Obligations" shall have the meaning specified in Section 3.17.

"Shares" shall have the meaning specified in Section 2.01.

"Special Entity" means any joint venture, limited liability company or partnership, general or limited partnership or any other type of partnership or company other than a corporation, in which a Person or one or more of its other Subsidiaries is a member, owner, partner or joint venturer and owns, directly or indirectly, at least a majority of the equity of such entity or controls such entity, but excluding any tax partnerships that are not classified as

partnerships under state law. For purposes of this definition, any Person which owns directly or indirectly an equity investment in another Person which allows the first Person to manage or elect managers who manage the normal activities of such second Person will be deemed to "control" such second Person (e.g., a sole general partner controls a limited partnership).

"Stockholders Rights Plan" means any plan adopted by the Company which (a) (i) grants to the Company's then-current stockholders the right (in whatever form) to purchase or otherwise obtain additional stock in the Company, or (ii) otherwise deters or thwarts (or attempts to deter or thwart) an unsolicited offer by a third party to acquire control of the Company and (b) could have the effect of diluting the Purchaser's then-existing percentage interest in the Company.

"Stockholder's Voting Agreement" means the Stockholder's Voting Agreement, to be entered into on the Closing Date, among Purchaser, the Company, and certain stockholders of the Company relating to the vote by such stockholders at meetings of stockholders.

"Strategic Alliance Agreement" means the Strategic Alliance Agreement, to be entered into on the Closing Date, between the Company and Purchaser regarding the provision by the Company of services to Purchaser, among other things.

"Subsidiary" means (i) any corporation of which at least a majority of the outstanding shares of stock having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by a Person or one or more of its Subsidiaries or by a Person and one or more of its Subsidiaries and (ii) any Special Entity. Unless otherwise indicated herein, each reference to the term "Subsidiary" shall mean a Subsidiary of the Company.

"UtiliCorp's Fully Diluted Ownership Ratio" shall have the meaning specified in subsection 3(b)(ii) of the Certificate of Designation.

"Year 2000 Compliant" shall have the meaning specified in Section 3.23.

Section 1.02 Accounting Procedures and Interpretation. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all Financial Statements and certificates and reports as to financial matters required to be furnished to Purchaser hereunder shall be prepared, in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the Certificate of Designation or, in the case of unaudited statements, as permitted by Form 10-Q promulgated by the Commission) and in compliance as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto.

ARTICLE II.
AGREEMENT TO SELL AND PURCHASE

Section 2.01 Authorization of Shares. On or prior to the Closing, the Company shall have authorized (a) the initial sale and issuance to Purchaser of 1,860,000 shares of Series A Preferred Stock (the "Shares") and (b) the issuance of shares of Common Stock upon conversion of the Shares (the "Conversion Shares"). The Shares and the Conversion Shares shall have the rights, preferences, privileges and restrictions set forth in the Certificate of Designation, Rights, and Limitations of the Series A Preferred Stock of the Company in the form attached hereto as Exhibit A (the "Certificate of Designation").

Section 2.02 Sale and Purchase. Subject to the terms and conditions hereof, at the Closing (as defined in Section 2.03 below) the Company hereby agrees to issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, the Shares having a total purchase price of $186,000,000 at a purchase price of $100.00 per Share.

Section 2.03 Closing. The execution of the Basic Documents, delivery of the certificate(s) representing the Shares, payment by Purchaser of the required consideration and all other instruments required by this Agreement (the "Closing") shall take place at 10:00 a.m. on the date of execution at the offices of the Company, 1360 Post Oak Boulevard, Suite 2100, Houston, Texas 77056, or at such other time or place as the Company and Purchaser may mutually agree (such date is hereinafter referred to as the "Closing Date").

Section 2.04 Delivery. At the Closing, subject to the terms and conditions hereof, the Company will deliver to Purchaser all of the Shares by delivery of a certificate or certificates evidencing the Shares to be purchased at the Closing, free and clear of any liens, encumbrances or interests of any other party other than those incurred by action or inaction of the Purchaser or its Affiliates, and Purchaser will make payment to the Company of the purchase price therefor by wire transfer of immediately available funds to an account designated by the Company.

Section 2.05 Conversion. Purchaser shall have the right, at its option, to convert shares of Series A Preferred Stock into shares of Common Stock upon the terms and conditions (including antidilution adjustments) as more fully specified in the Certificate of Designation.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Purchaser which representations and warranties shall survive the Closing for a period of two years, as follows:

Section 3.01 Corporate Existence. The Company: (i) is a corporation duly organized, legally existing and in good standing under the laws of the State of Delaware; (ii) has all requisite power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as its business is now being or as its business is proposed to be conducted; and (iii) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualifications necessary and where failure so to qualify would have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries is in default in the performance, observance or fulfillment of any provision of, in the case of the Company, its Certificate of Incorporation, as amended and restated, or Bylaws, or, in

the case of any Subsidiary, its Certificate of Incorporation, Bylaws or other organizational documents. Schedule 3.01 identifies each Subsidiary of the Company and the ownership of all outstanding Capital Stock of each such Subsidiary. Each of the Company's Subsidiaries that is a corporation is a corporation duly organized, validly existing and in good standing under the laws of the State or other jurisdiction of its incorporation and has all requisite power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted. Each of the Company and each of its Subsidiaries that is a corporation is duly qualified or licensed and in good standing as a foreign corporation, and is authorized to do business, in each jurisdiction in which the ownership or leasing of its respective properties or the character of its respective operations makes such qualification necessary, except where the failure to obtain such qualification, license, authorization or good standing would not have a Material Adverse Effect. Each Subsidiary of the Company that is not a corporation has been duly formed and is duly qualified or licensed and authorized to do business in each jurisdiction in which the ownership or leasing of its respective properties or the character of its respective operations makes such qualification necessary, except where the failure to obtain such qualification, license or authorization would not have a Material Adverse Effect.

Section 3.02 Company SEC Documents. Company has timely filed with the Commission all forms, registrations and proxy statements, reports, schedules and statements required to be filed by it since December 31, 1997 under the Exchange Act or the Securities Act (all documents filed since such date, collectively "Company SEC Documents"). The Company SEC Documents, including, without limitation, any financial statements or schedules included therein, at the time filed (in the case of registration statements and proxy statements, solely on the dates of effectiveness and the dates of mailing, respectively) (except to the extent corrected by a subsequently filed Company SEC Document filed prior to the Closing Date) (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (ii) complied in all material respects with

the applicable requirements of the Exchange Act and the Securities Act, as the case may be, (iii) complied as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the Commission), and (iv) fairly present (subject in the case of unaudited statements to normal, recurring and year-end audit adjustments) in all material respects the consolidated financial position of Company as at the dates thereof and the consolidated results of its operations and cash flows for the periods then ended.

Section 3.03 No Material Adverse Change. Except as set forth in or contemplated by the Company SEC Documents filed with the Commission as of the date hereof or in Schedule 3.03, since June 30, 1999, each of Company and its Subsidiaries has conducted its business in the ordinary course, consistent with past practice, and there has been no (i) change that could reasonably be expected to have a Material Adverse Effect in the business or financial condition of Company and its Subsidiaries taken as a whole, other than those occurring as a result of general economic or financial conditions or other developments which are not unique to Company and its Subsidiaries but also affect other Persons who participate or are engaged in the

lines of business of which Company and its subsidiaries participate or are engaged, (ii) Material Adverse Effect on the ability of Company to consummate the transactions contemplated hereby, (iii) declaration, setting aside or payment of any dividend or other distribution with respect to the Company's Capital Stock, (iv) acquisition or disposition of any material asset by the Company or any of its Subsidiaries or any contract or arrangement therefore, otherwise than for fair value in the ordinary course of business or as disclosed in the Company SEC Documents, or (v) material change in the Company's accounting principles, practices or methods.

Section 3.04 Litigation. Except as set forth in the Company SEC Documents or as disclosed to Purchaser in Schedule 3.04, there is no Action pending or, to the knowledge of the Company, contemplated or threatened against or affecting the Company, any of its Subsidiaries or any of their respective officers, directors, properties or assets, which relates to or challenges the legality, validity or enforceability of this Agreement, any of the Basic Documents or any other documents or agreements executed or to be executed by the Company pursuant hereto or thereto or in connection herewith or therewith, or which (individually or in the aggregate) reasonably could be expected to have a Material Adverse Effect.

Section 3.05 No Breach. The execution, delivery and performance by the Company of this Agreement, the Basic Documents and all other agreements and instruments to be executed and delivered by the Company pursuant hereto or thereto or in connection herewith or therewith, compliance by the Company with the terms and provisions hereof and thereof, the issuance of the Series A Preferred Stock by the Company and the application of the proceeds thereof in compliance herewith do not and will not (a) violate any provision of any law, statute, rule or regulation, order, writ, judgment, injunction, decree, governmental permit, determination or award having applicability to the Company or any of its Subsidiaries or any of their respective properties or assets, (b) conflict with or result in a violation of any provision of the charter or bylaws of the Company or its Subsidiaries, (c) require any consent (other than consents set forth on Schedule 3.05), approval or notice under or result in a violation or breach of or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under (i) any note, bond, mortgage, license, or loan or credit agreement to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or any of their respective properties may be bound or (ii) any other such agreement, instrument or obligation, or (d) result in or require the creation or imposition of any Lien upon or with respect to any of the properties now owned or hereafter acquired by the Company or any of its Subsidiaries; with the exception of the conflicts stated in clause (b) of this Section 3.05, except where such conflict, violation, default, breach, termination, cancellation, failure to receive consent or approval, or acceleration with respect to the foregoing provisions of this Section 3.05 would not, individually or in the aggregate, reasonably be likely to have a Material Adverse Effect.

Section 3.06 Authority. The Company has all necessary power and authority to execute, deliver and perform its obligations under the Basic Documents to which it is a party; and the execution, delivery and performance by the Company of the Basic Documents to which it is a party, have been duly authorized by all necessary action on its part; and the Basic Documents constitute the legal, valid and binding obligations of the Company, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and similar laws affecting creditors' rights generally or by general

principles of equity. No approval from the stockholders of the Company is required as a result of the Company's issuance of the Shares or the Conversion Shares or the listing of the Conversion Shares with the New York Stock Exchange (the "NYSE").

Section 3.07 Approvals. Except as set forth in Schedule 3.07, no authorization, consent, approval, waiver, license, qualification or written exemption from, nor any filing, declaration, qualification or registration with, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance by the Company of this Agreement or any of the Basic Documents or the issuance by the Company of the Series A Preferred Stock or the Conversion Shares, except where the failure to receive such authorization, consent, approval, waiver, license, qualification or written exemption from, or to make such filing, declaration, qualification or registration would not, individually or in the aggregate, reasonably be likely to have a Material Adverse Effect.

Section 3.08 Employee Benefit Matters. The Company and its Subsidiaries and each ERISA Affiliate are in compliance in all material respects with all applicable provisions of ERISA or the Code and published interpretations thereunder with respect to all Employee Plans which are subject to ERISA or the Code, except where the failure to be in compliance would not reasonably be likely to have a Material Adverse Effect. No breach or violation of or default by the Company or any ERISA Affiliate under any Employee Plan has occurred which is reasonably likely to have a Material Adverse Effect.

Section 3.09 Taxes. Except as set forth in Schedule 3.09, the Company and each of its Subsidiaries have timely and properly prepared and filed all necessary federal, state, local and foreign tax returns with respect to the Company and its Subsidiaries which are required to be filed (taking into consideration any extension periods) and have paid when due all taxes shown to be due thereon and have paid, or made adequate provision (in accordance with GAAP) for the payment of, all other taxes and assessments with respect to the Company and its Subsidiaries to the extent that the same shall have become due (taking into consideration any extension periods), except where the failure to file such returns or to pay, or make provision for the payment of, such taxes and assessments would not have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole. Except as set forth in Schedule 3.09, the Company has no knowledge of any tax deficiency which has been asserted against the Company or any Subsidiary which the Company reasonably expects to have a Material Adverse Effect.

Section 3.10 Assets. Neither the Company nor any of its Affiliates is a party to any contract, agreement, arrangement or understanding (other than this Agreement and the agreements entered into hereunder) that by its terms purports to obligate, restrict or otherwise bind Purchaser (as Affiliates of the Company or otherwise) including any area of mutual interest, exclusivity, non-competition or other similar agreement.

Section 3.11 No Material Misstatements. None of the representations or warranties made by Company herein or in any Schedule hereto, or certificate furnished by Company pursuant to this Agreement, when all such documents are read together in their entirety, contains any untrue statement of a material fact, or omits to state any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.

Section 3.12 Investment Company Act. Neither the Company nor any Subsidiary is an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

Section 3.13 Public Utility Holding Company Act. Neither the Company nor any Subsidiary is a "holding company," or a "subsidiary company" of a "holding company," or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company," or a "public utility" within the meaning of the Public Utility Holding Company Act of 1935, as amended.

Section 3.14 No Violation. Neither the Company nor any of its Subsidiaries is (a) in violation of its charter or bylaws, (b) in default (nor has an event occurred which, with notice or passage of time or both, would constitute such a default) under or in violation of any provision of any loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties may be bound, (c) a party to any order of any Governmental Authority arising out of any Action, which such violation, default or action in clauses (b) and (c) could reasonably be expected to have a Material Adverse Effect, (d) in violation of any statute, rule or regulation of any Governmental Authority or any governmental permit, which violation could reasonably be expected to (individually or in the aggregate) (x) affect the legality, validity or enforceability by Purchaser of this Agreement or any of the Basic Documents or (y) have a Material Adverse Effect.

Section 3.15 Environmental Matters.

(a) Environmental Laws. The Company and its Subsidiaries have complied with, and will be in compliance with, all applicable Environmental Laws and the requirements of any permits issued under such Environmental Laws except where failure to so comply could not reasonably be expected to have a Material Adverse Effect. Except as set forth in Schedule 3.15, to the knowledge of the Company, there are no pending, past or threatened Environmental Claims against the Company or any of its Subsidiaries or any property owned or operated by the Company or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 3.15, to the knowledge of the Company, there are no conditions or occurrences on or emanating from any property owned or operated by the Company or any of its Subsidiaries or on any property adjoining or in the vicinity of any such property that could reasonably be expected (i) to form the basis of an Environmental Claim against the Company or any of its Subsidiaries or any property owned or operated by the Company or any of its Subsidiaries or (ii) to cause any property owned or operated by the Company or any of its Subsidiaries to be subject to any material restrictions on the ownership, occupancy, the current or intended use or transferability of such property by the Company or any of its Subsidiaries under any applicable Environmental Law, except for any such condition or occurrence described in clauses (i) or (ii) which could not reasonably be expected to have a Material Adverse Effect.

(b) Hazardous Materials. Except as set forth on Schedule 3.15, to the knowledge of the Company (i) Hazardous Materials have not at any time been generated, used, treated or stored on, or transported to or from, any property owned or operated by the Company or any of its Subsidiaries in a manner that has violated or could reasonably be expected to violate

any Environmental Law, except for such violation which could not reasonably be expected to have a Material Adverse Effect, and (ii) Hazardous Materials have not at any time been released on or from any property owned or operated by the Company or any of its Subsidiaries in a manner that has violated or could reasonably be expected to violate any Environmental Law, except for such violation which could not reasonably be expected to have a Material Adverse Effect.

Section 3.16 Insurance. Except as set forth in Schedule 3.16, Company and its Subsidiaries (for such time period after an entity became a Subsidiary of the Company) have policies of property and casualty insurance and bonds of the type and in amounts customarily carried by persons conducting business or owning assets similar to those of the Company and its Subsidiaries. There is no material claim pending under any of such policies or bonds as to which coverage has been, nor any basis for Company to reasonably believe that a material claim will be, questioned, denied or disputed by the underwriters of such policies or bonds. All premiums due and payable under all such policies and bonds have been paid and Company and its Subsidiaries are otherwise in compliance with the terms of such policies and bonds. Company has no knowledge of any threatened termination of, or material premium increase with respect to, any of such policies. Schedule 3.16 identifies all risks, if any, of the Company or any of its Subsidiaries which are self-insured which might have a Material Adverse Effect.

Section 3.17 Capitalization. The authorized Capital Stock of the Company consists of (a) 100,000,000 shares of Common Stock, par value $0.00001 per share, of which 31,679,990 shares are issued and outstanding as of the end of the day immediately preceding the Closing Date (the "Share Calculation Date"); (b) 3,345,333 shares of Limited Vote Common Stock, par value $0.00001 per share, of which 3,331,451 shares are issued and outstanding as of the Share Calculation Date; and (c) 10,000,000 shares of preferred stock, $0.00001 per share, of which 1,860,000 shares have been designated Series A Preferred Stock and, prior to the issuance of the Shares pursuant to this Agreement, no shares are issued and outstanding. All outstanding shares of Common Stock are validly issued, fully paid and nonassessable and were issued free of preemptive rights. Except as set forth on Schedule 3.17 or pursuant to the Company's 1997 Stock Option Plan, the Company is not a party to any voting trust or other agreement with respect to the voting of its Capital Stock. Except as set forth in Schedule 3.17 or under the Company's 1997 Stock Option Plan for which there are 4,289,534 shares issuable under currently outstanding options as of the Share Calculation Date, there are as of the Share Calculation Date no (i) outstanding securities convertible into or exchangeable for Capital Stock of the Company or (ii) contracts, commitments, agreements, understandings or arrangements of any kind to which the Company is a party obligating the Company under any circumstance to issue any Capital Stock, or any securities convertible into or exchangeable for or rights to purchase or subscribe for Capital Stock of the Company, other than this Agreement (the "Share Issuance Obligations"). Schedule 3.17 reasonably sets forth information regarding the Share Issuance Obligations. Except as set forth on Schedule 3.17 neither the Company nor any of its Subsidiaries is a party to or bound by any agreement with respect to any of its securities which grants registration rights to any Person.

Section 3.18 Conversion Shares. The Conversion Shares, when issued and delivered in accordance with the terms of the Certificate of Designation, will be duly and validly issued, fully paid, non-assessable, free of preemptive rights of other stockholders and free from all Liens

(except any Liens created or suffered to be created by Purchaser or its Affiliates) and will not be subject to any restriction on the voting or transfer thereof created by the Company, other than the restrictions set forth in Section 4.01 and Section 4.05 of this Agreement and pursuant to the Investor's Rights Agreement. The Company has duly and validly reserved the Conversion Shares for issuance upon conversion of the Shares.

Section 3.19 Certain Fees. Except for the fees payable to Purchaser pursuant to this Agreement, no fees or commissions will be payable by the Company to brokers, finders, investment bankers, or Purchaser with respect to the issuance and sale of any of the Shares or the consummation of the transaction contemplated by this Agreement. The Company agrees that it will indemnify and hold harmless Purchaser from and against any and all claims, demands, or liabilities for broker's, finders, placement, or other similar fees or commissions incurred by the Company or alleged to have been incurred by the Company in connection with the issuance or sale of the Shares or the consummation of the transaction contemplated by this Agreement.

Section 3.20 Licenses. Except as set forth in Schedule 3.20, each of the Company and its Subsidiaries holds all licenses, franchises, permits, consents, registrations, certificates and other approvals (including, without limitation, those relating to environmental matters and worker health and safety) (individually, a "License" and, collectively, "Licenses") required for the conduct of its business as now being conducted, except where the failure to hold any such License would not have a Material Adverse Effect.

Section 3.21 Undisclosed Liabilities. Except (a) as and to the extent disclosed or reserved against on the consolidated balance sheet of Company as of June 30, 1999 or the notes thereto included in the Company SEC Documents or otherwise disclosed in the Company SEC Documents filed with the Commission as of the date hereof (b) those incurred in connection with the execution of the Basic Documents (c) obligations incurred in the ordinary course of business subsequent to June 30, 1999 or (d) as set forth in Schedule 3.21, neither Company nor any of its subsidiaries have any liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due, and that would be required by GAAP to be disclosed and that, individually or in the aggregate, have or would reasonably be expected to have a Material Adverse Effect.

Section 3.22 Labor Relations. Except as disclosed on Schedule 3.22, there is no unfair labor practice litigation involving the Company or any of its subsidiaries either pending before the National Labor Relations Board or a court or, to the knowledge of Company, threatened against Company or any of its subsidiaries. Except as disclosed on Schedule 3.22, there is no labor strike, dispute, slowdown or stoppage, either pending or, to the knowledge of Company, threatened against Company or any of its subsidiaries, nor has the Company experienced any such labor interruptions over the past two years. The Company considers its relationship with its employees to be good.

Section 3.23 Year 2000 Compliance. All devices, systems, machinery, information technology, computer software and hardware, and other date sensitive technology (jointly and severally its "systems") necessary for the Company and its Subsidiaries to carry on their business as presently contemplated to be conducted will be Year 2000 Compliant within a period of time calculated to result in no material disruption of any of their business operations. For purposes

hereof, "Year 2000 Compliant" means that such systems are designed to be used prior to, during and after the Gregorian calendar year 2000 A.D. and will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. The Company and its Subsidiaries will (a) undertake an inventory, review and assessment of all areas within their businesses and operations that could be adversely affected by the failure of the Company and its Subsidiaries to be Year 2000 Compliant on a timely basis and (b) develop a plan and time line for becoming Year 2000 Compliant on a timely basis. The Company, when it reasonably determines such action necessary, will make written inquiry of each of its and its Subsidiaries' key suppliers, vendors, and customers, and will obtain in writing confirmations from all such Persons, as to whether such Persons have initiated programs to become Year 2000 Compliant. For purposes hereof, "key suppliers, vendors, and customers" refers to those suppliers, vendors, and customers of the Company and its Subsidiaries whose business failure could reasonably be expected to have a Material Adverse Effect. The Company does not control third party hardware or software systems that may interfere or exchange data with the Company's material hardware and software systems and the foregoing

representation specifically excludes any representation that such third party hardware and software systems are Year 2000 Compliant.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Purchaser represents and warrants to the Company, which representations and warranties shall survive the execution of any Basic Document, that as of the date of this Agreement:

Section 4.01 Investment. Purchaser represents and warrants to, and covenants and agrees with, the Company that the Shares are being acquired for its own account, not as a nominee or agent, and with no intention of distributing or reselling the Shares or the Conversion Shares or any part thereof and that Purchaser has no present intention of selling or granting any participation in or otherwise distributing the same in any transaction which would be in violation of the securities laws of the United States of America or any State, without prejudice, however, to Purchaser's right at all times to sell or otherwise dispose of all or any part of the Shares or the Conversion Shares under a registration statement under the Securities Act and applicable state securities laws or under an exemption from such registration available thereunder (including, without limitation, if available, Rule 144 promulgated thereunder). If Purchaser should in the future decide to dispose of any of the Shares or the Conversion Shares, Purchaser understands and agrees (a) that it may do so only (i) in compliance with the Securities Act and applicable state securities law, as then in effect, and (ii) in the manner contemplated by any registration statement pursuant to which such securities are being offered, and (b) that stop-transfer instructions to that effect will be in effect with respect to such securities. Purchaser agrees to the imprinting, so long as appropriate, of a legend on each certificate representing the Securities to the effect as set forth above.

Section 4.02 Nature of Purchaser. Purchaser represents and warrants to, and covenants and agrees with, the Company that, (a) it is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated by the Securities and Exchange Commission pursuant to the

Securities Act and (b) by reason of its business and financial experience it has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, is able to bear the economic risk of such investment and, at the present time, would be able to afford a complete loss of such investment.

Section 4.03 Receipt of Information; Authorization. Purchaser acknowledges that it has had access to information regarding the business, assets, operations, financial condition and results of operations of the Company and has been provided a reasonable opportunity to ask questions of and receive answers from representatives of the Company regarding such matters. Purchaser further acknowledges that it is experienced in investing in corporations and businesses. Purchaser represents and warrants that the purchase of the Shares by it has been duly and properly authorized and this Agreement and each other Basic Document to which Purchaser is (or will at the Closing be) a signatory have been (or, with respect to the other Basic Documents, at the Closing will be) duly executed and delivered by it or on its behalf.

Section 4.04 Anti-Hedging. Purchaser represents and warrants to, and covenants and agrees with, the Company that it will not at any time prior to the tenth anniversary of the Closing Date engage in any put, call, short-sale, hedge, straddle or similar transactions in Company's Capital Stock intended to reduce Purchaser's risk of owning the Company's Capital Stock, excluding index options or similar basket hedges.

Section 4.05 Restricted Securities. Purchaser understands that the Securities it is purchasing are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act, only in certain limited circumstances. In this connection, such Purchaser represents that it is familiar with Rule 144 of the Commission promulgated under the Securities Act.

Section 4.06 Certain Fee. No fees or commissions will be payable by Purchaser to brokers, finders, or investment bankers with respect to the purchase of any of the Securities or the consummation of the transaction contemplated by this Agreement. Purchaser agrees that it will, jointly and severally, indemnify and hold harmless the Company from and against any and all claims, demands, or liabilities for broker's, finders, placement, or other similar fees or commissions incurred by Purchaser or alleged to have been incurred by Purchaser in connection with the purchase of the Securities or the consummation of the transaction contemplated by this Agreement.

Section 4.07 No Implied Representations. Notwithstanding anything to the contrary contained in this Agreement, it is the express understanding of Purchaser that the Company is not making any representation or warranty whatsoever, express or implied, other than those representations and warranties of Company expressly set forth in this Agreement.

ARTICLE V.
CONDITIONS TO CLOSING

Section 5.01 Conditions to the Purchaser's Obligation to Purchase the Shares. In addition to any other applicable conditions set forth herein, Purchaser's obligation to purchase the Shares at the Closing is subject to the satisfaction of the following conditions, each of which may be waived in the sole discretion of Purchaser:

(a) Representations and Warranties True; Performance of Obligations. The representations and warranties made by the Company in Article III hereof shall be true and correct in all material respects as of the Closing Date, except (A) for changes contemplated by this Agreement and (B) for those representations and warranties that address matters only as of a particular date (which representations and warranties which address matters only as of a particular date shall be true and correct in all material respects as of such particular date). The Company shall have performed all obligations and conditions herein required to be performed or observed by it on or prior to the Closing Date.

(b) Legal Investment. On the Closing Date, the sale and issuance of the Shares shall be legally permitted by all laws, regulations and NYSE listing rules to which Purchaser and the Company are subject.

(c) Consents, Permits, and Waivers. The Company shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the other Basic Documents (except for such as Purchaser determines may be properly obtained subsequent to the Closing Date).

(d) Corporate Documents. The Company shall have delivered to Purchaser or its counsel, copies of all corporate documents of the Company as Purchaser shall reasonably request.

(e) Secretary's Certificate; Good Standing Certificate. The Company shall have delivered to Purchaser a certificate executed by the Secretary of the Company, dated the Closing Date, certifying as to (A) the resolutions of the Board of Directors evidencing approval of the transactions contemplated by and from this Agreement and the Basic Documents and the authorization of the named officer or officers to execute and deliver this Agreement and the Basic Documents, (B) the Certificate of Incorporation and the Bylaws of the Company, in each case, as amended, and (C) certain of the officers of the Company, their titles and examples of their signatures. The Company shall have delivered to Purchaser a certificate of the Secretary of State of the State of Delaware, dated a recent date in relation to the Closing Date, that the Company is in good standing.

(f) No Material Adverse Effect. No event or change has occurred which has had, or could reasonably be expected to have, a Material Adverse Effect.

(g) All Consents. All other consents, including without limitation any required stockholder approval, and waivers necessary to complete the transactions under this Agreement and the other Basic Documents shall have been obtained by the Company.

(h) Fees. The Company shall pay (A) the reasonable legal fees and costs of counsel to Purchaser incurred by Purchaser in the evaluation and negotiation of the proposed transaction, but in no event shall the Company be required to pay in excess of $50,000 for such

fees and costs (the "Legal Fees"), (B) all filing fees associated with all filings required under the Hart-Scott-Rodino Act and any other notification or request for consent, approval or permission that may be required by statute, regulation or judicial decrees in connection with the proposed transaction (the "HSR Fees") and (C) the fee ("Fee") pursuant to the Fee Letter Agreement in the form attached hereto as Exhibit D.

(i) Legal Opinion. Purchaser shall have received from legal counsel to the Company opinions addressed to it, dated as of the Closing Date, in the form substantially similar in substance to the forms of opinion attached hereto as Exhibits B-1 and B-2.

(j) Certificate of Designation. The Certificate of Designation, in the

form set forth in Exhibit A, shall have been adopted and executed by the Company and filed with and certified by the Secretary of State of the State of Delaware.

(k) Investor's Rights Agreement. The Investor's Rights Agreement, in the form attached hereto as Exhibit C, shall have been executed and delivered by the Company.

(l) Fee Letter Agreement. The Fee Letter Agreement, in the form attached hereto as Exhibit D, shall have been executed and delivered by the Company.

(m) Strategic Alliance Agreement. The Strategic Alliance Agreement, in the form attached hereto as Exhibit E, shall have been executed and delivered by the Company.

(n) Stockholder's Voting Agreement. A Stockholder's Voting Agreement, in the form attached hereto as Exhibit H, shall have been executed and delivered by the Company and the stockholders as set forth in Schedule 5.01(p).

(o) HSR Compliance. Any waiting period applicable to the purchase of the Shares under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have terminated or expired.

(p) Waiver of Preemptive Rights. The holders of the Company's outstanding equity securities having preemptive rights in connection with the issuance of the Shares to be issued to Purchaser pursuant to this Agreement shall have waived all such rights.

(q) Waiver to Issuance of Dividends. The Enron Affiliates and a majority of the Senior Lenders must waive (A) the prohibitions on the Company's ability or authority to pay dividends on the Series A Preferred Stock and (B) any other restrictions or negative covenants in the Enron Purchase Agreement and the Senior Credit Agreement, respectively, which, but for such waiver, would result in the failure of Purchaser to realize the full benefits and rights issued, granted or transferred to it under the Basic Documents.

(r) Board of Directors. Upon the Closing, the authorized size of the Board of Directors of the Company shall consist of 10 members, and such members shall include Purchaser's two designees.

(s) Audit Committee. Upon the Closing, the authorized size of the Audit Committee of the Board of Directors of the Company shall consist of 3 members, and such members shall include one designee of Purchaser.

(t) NYSE Listing of Shares. The Company shall have filed a listing application and obtained the authorization of the NYSE for the issuance of the Shares and the underlying Conversion Shares.

Section 5.02 Conditions to Obligations of the Company. In addition to any other applicable conditions set forth herein, the Company's obligation to issue and sell the Shares at the Closing is subject to the satisfaction, on or prior to the Closing, of the following conditions, each of which may be waived in the sole discretion of the Company:

(a) Representations and Warranties True. The representations and warranties made by Purchaser in Article IV hereof shall be true and correct in all material respects at the Closing Date with the same force and effect as if they had been made on and as the Closing Date, and Purchaser shall have performed all obligations and conditions herein required to be performed or complied with by it on or before the Closing Date.

(b) Consents, Permits, and Waivers. The Company shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the other Basic Documents (except for such as may be properly obtained subsequent to the Closing Date).

(c) Strategic Alliance Agreement. The Strategic Alliance Agreement, in the form attached hereto as Exhibit E, shall have been executed and delivered by Purchaser.

(d) Investor's Rights Agreement. The Investor's Rights Agreement, in the form attached hereto as Exhibit C, shall have been executed and delivered by Purchaser.

(e) HSR Compliance. Any waiting period applicable to the purchase of the Shares under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have terminated or expired.

ARTICLE VI.
COVENANTS

Unless Purchaser's prior written consent to the contrary is obtained, the Company will, for the benefit of Purchaser, at all times comply with the covenants contained in this Article VI (or cause each Subsidiary's compliance with the applicable covenants), from the date hereof and for so long as Purchaser owns any Series A Preferred Stock or Conversion Shares.

Section 6.01 Financial Statements and Reports. The Company shall deliver, or shall cause to be delivered, to Purchaser:

(a) Annual Financial Statements. As soon as available and in any event within 90 days after the end of each fiscal year of the Company, the audited consolidated

statements of income, stockholders' equity, changes in financial position and cash flow of the Company and its Consolidated Subsidiaries for such fiscal year, and the related consolidated balance sheets of the Company and its Consolidated Subsidiaries as at the end of such fiscal year, and setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, and accompanied by the related opinion of independent public accountants of recognized national standing acceptable to the Senior Loan Agents (or in the absence of a Senior Loan, Purchaser) which opinion shall state that said financial statements fairly present the consolidated financial condition and results of operations of the Company and its Consolidated Subsidiaries as at the end of, and for, such fiscal year and that such financial statements have been prepared in accordance with GAAP except for such changes in such principles with which the independent public accountants shall have concurred and such opinion shall not contain a "going concern" or like qualification or exception. The provisions of this Section 6.01(a) shall be deemed satisfied as long as the Company timely files financial statements in accordance with, and meeting the requirements of, the Exchange Act, without extension.

(b) Quarterly Financial Statements. As soon as available and in any event within 45 days after the end of each of the first three fiscal quarterly periods of each fiscal year of the Company, consolidated statements of income, stockholder's equity, changes in financial position and cash flow of the Company and its Consolidated Subsidiaries for such period and for the period from the beginning of the respective fiscal year to the end of such period, and the related consolidated balance sheets as of the end of the prior fiscal year and at the end of such period, accompanied by the certificate of a Responsible Officer, which certificate shall state that said financial statements fairly present the consolidated financial condition and results of operations of the Company and its Consolidated Subsidiaries in accordance with GAAP, as at the end of, and for, such period (subject to normal year-end audit adjustments). The provisions of this Section 6.01(b) shall be deemed satisfied as long as the Company timely files financial statements in accordance with, and meeting the requirements of, the Exchange Act, without extension.

(c) SEC Filings, Etc. Promptly upon its becoming available, each financial statement, report, notice or proxy statement sent by the Company to stockholders generally and each regular or periodic report and any registration statement or prospectus in respect thereof filed by the Company with any securities exchange or the Commission or any successor agency. The requirements of this Section 6.01(c) shall be deemed to be satisfied as to those documents which are filed with the Commission, available generally to the public and distributed to the stockholders upon the timely filing of such documents with the Commission.

(d) Other Matters. Subject to any applicable restrictions on disclosure, from time to time such other information regarding the business, affairs or financial condition of the Company (including, without limitation, any Plan or Multiemployer Plan and any reports or other information required to be filed under ERISA) as Purchaser may reasonably request; provided, however, that the Company shall not be obligated pursuant to this Section 6.01 to provide access to any information which it reasonably considers to be a trade secret or similar confidential information.

Section 6.02 Maintenance, Etc. The Company shall and shall cause each Subsidiary to: (a) upon reasonable notice, permit representatives of Purchaser, during normal business hours, to examine, copy and make extracts from its financial books and records, to inspect its Properties, and to discuss its business and affairs with its officers, all to the extent reasonably required by Purchaser; provided, however, that the Company shall not be obligated pursuant to this Section 6.02 to provide access to any information which it reasonably considers to be a trade secret or similar confidential information; (b) preserve and maintain its corporate existence and all of its material attendant rights, privileges and franchises, keep appropriate books of record and account in relation to its business and activities; provided, however, that the Company may purchase or otherwise acquire all or substantially all of the stock or assets

of, or otherwise acquire by merger or consolidation, any of its Subsidiaries, and any such Subsidiary may merge into, or consolidate with, or purchase or otherwise acquire all or substantially all of the assets or stock of, or sell all or substantially all of its assets or stock to, any other Subsidiary of the Company or the Company, in each case so long as (i) if the transaction is with the Company, the Company shall be the surviving entity to any such merger or consolidation or (ii) if the transaction is not with the Company, a Subsidiary shall be the surviving entity to any such merger or consolidation; (c) comply with all Governmental Requirements, including, without limitation, any Environmental Laws, except where the failure to comply would not reasonably be expected to have a Material Adverse Effect; and (d) pay and discharge all taxes, assessments and governmental charges or levies imposed on it or on its income or profits or on any of its Property, except for any such tax, assessment, charge or levy the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained.

Section 6.03 Further Assurances. The Company will cure promptly any defects in the creation and issuance of the Shares and the Conversion Shares and the execution and delivery of the Basic Documents. The Company at its expense will promptly execute and deliver to Purchaser, upon request, all such other documents, agreements and instruments to correct any omissions in the Basic Documents or to make any recordings, to file any notices or obtain any consents, all as may reasonably be necessary or appropriate in connection therewith.

Section 6.04 Efforts; Performance of Obligations. Each party agrees to use commercially reasonable efforts to take any and all actions required in order to consummate the transactions contemplated in this Agreement and the other Basic Documents. Each party will do and perform every act and discharge all of the obligations to be performed and discharged by it under the Certificate of Designation and the other Basic Documents, at the time and times and in the manner specified.

Section 6.05 Shares. Company shall at all times during the term of the Series A Preferred Stock maintain a sufficient number of shares of Common Stock of the Company to be issued as Conversion Shares upon the conversion of all or part of the Shares.

Section 6.06 Insurance. Company shall maintain such insurance as to comply with all requirements of law and agreements to which the Company or any subsidiary is a party and otherwise sufficient to adequately insure against such risks as are usually insured against in the same general area by companies engaged in the same or similar business for the assets and operations of the Company and each Subsidiary.

Section 6.07 Use of Proceeds. The net purchase price of the Shares shall be used by the Company solely (a) for the Company's acquisition program, (b) for general working capital, and (c) to reduce senior debt.

Section 6.08 Notification of Certain Matters. The Company shall give prompt notice to Purchaser of the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would be likely to cause the failure of the Company to comply with or satisfy any covenant or agreement under this Agreement.

Section 6.09 Co-operation upon Purchaser's Exit. Purchaser and Company mutually agree to use their best efforts (subject to the Company's fiduciary duties to its stockholders) to take such actions that will enable Purchaser to exit its investment in the Capital Stock of the Company in the most tax efficient manner (as determined by Purchaser in the reasonable exercise of its discretion) including, but not limited to, a redemption or a series of redemption's at fair market value or a recapitalization of Purchaser's interest in the Company and its operations on a pretax basis (and calling a stockholders' meeting, if required, and recommending the approval of said exit, subject, in all cases, to the Company's fiduciary duties to its stockholders). The Company will use commercially reasonable efforts to secure the agreement of certain mutually agreed upon stockholders of the Company to vote for such action, consistent with the stockholders' fiduciary duties (if any) to the Company or its stockholders.

Section 6.10 Co-operation Upon Purchaser's Acquisition of Common Stock. If Purchaser acquires shares of Common Stock from stockholders of the Company in privately negotiated or open market transactions, Purchaser and Company mutually agree to use their best efforts (subject to the Company's fiduciary duties to its stockholders) to take such actions that will enable Purchaser to hold such shares in the most tax efficient manner (as determined by Purchaser in the reasonable exercise of its discretion), including, but not limited to, the grant of a right to convert or exchange such shares of Common Stock into or for a new series of preferred stock or a different class of common stock, in each case, having similar attributes as the Series A Preferred Stock (and calling a stockholders' meeting at the earliest opportunity after a request by Purchaser and recommending the approval of such actions, subject, in all cases, to the Company's fiduciary duties to its stockholders). The Company will use commercially reasonable efforts to secure the agreement of certain Stockholders

of the Company to vote for such action, consistent with the stockholders' fiduciary duties (if any) to the Company or its stockholders.

Section 6.11 Assistance in Purchasing Common Stock. To assist Purchaser in its efforts to acquire, in one or more privately negotiated transactions, Common Stock currently outstanding, the Company shall identify current stockholders that may potentially desire to sell their Common Stock and will provide contact information regarding such holders.

Section 6.12 Extent of Permitted Dilution. The Company shall not adopt any Stockholders Rights Plan that could have the effect of reducing UtiliCorp's Fully Diluted Ownership Ratio below 49.9%.

Section 6.13 Termination of Certain Covenants. The covenants set forth in Sections 6.01, 6.02, 6.06, 6.09, and 6.10 shall terminate and be of no further force and effect if UtiliCorp's

Fully Diluted Ownership Ratio is less than 5%. The covenant set forth in Section 6.12 shall terminate and be of no further force and effect if UtiliCorp's Fully Diluted Ownership Ratio is less than 10%.

Section 6.14 Enforceability of Basic Documents. In the event a party becomes aware of an actual or potential threat to the enforceability, legality or validity of the Basic Documents, such party shall immediately notify the other party of such threat, and the parties shall, through lawfully and commercially reasonable efforts, defend the Basic Documents against such threat.

Section 6.15 Nomination of UtiliCorp Director Designee(s). If at any time UtiliCorp would be entitled to elect one or more directors to the Company's Board of Directors pursuant to the terms of Section 3(b) of the Certificate of Designation, but for the unenforceability of such provision under applicable law, the Company agrees to cause the person(s) that would have been designated by UtiliCorp under such section to be nominated as directors to the Company's Board of Directors.

ARTICLE VII.
MISCELLANEOUS

Section 7.01 Interpretation and Survival of Provisions. Article, Section, Schedule, and Exhibit references are to this Agreement, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever the Company has an obligation under the Basic Documents, the expense of complying with that obligation shall be an expense of the Company unless otherwise specified. Whenever any determination, consent, or approval is to be made or given by Purchaser, such action shall be in Purchaser's sole discretion unless otherwise specified in this Agreement. If any provision in the Basic Documents is held to be illegal, invalid, not binding, or unenforceable, such provision shall be fully severable and the Basic Documents shall be construed and enforced as if such illegal, invalid, not binding, or unenforceable provision had never comprised a part of the Basic Documents, and the remaining provisions shall remain in full force and effect. The Basic Documents have been reviewed and negotiated by sophisticated parties with access to legal counsel and shall not be construed against the drafter. The representation and warranties shall survive for the applicable two-year periods identified in the first paragraph of Article III above, and the covenants made in this Agreement, or any other Basic Document shall survive the closing of the transactions described herein and remain operative and in full force and effect regardless of (a) any investigation made by or on behalf of the Company or Purchaser or (b) acceptance of any of the Securities and payment therefor and repayment or repurchase thereof. All indemnification obligations of the Company and the provisions of Section 7.02 shall remain operative and in full force and effect unless such obligations are expressly terminated in a writing referencing those individual Sections, regardless of any purported general termination of this Agreement.

Section 7.02 Indemnification, Costs and Expenses.

(a) Indemnification Regarding Company Activities. The Company agrees to indemnify Purchaser, and its officers, directors, employees, representatives, agents, attorneys, and Affiliates (collectively, "Related Parties") from, hold each of them harmless against and promptly upon demand pay or reimburse each of them for, any and all actions, suits, proceedings (including any investigations, litigation, or inquiries), claims, demands, and causes of action, and, in connection therewith, all reasonable costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, net of any insurance paid to Purchaser under Company's insurance arrangements, (collectively, the "Indemnity Matters") which may be incurred by them or asserted against or involve any of them as a result of a claim

by a Person that is not an Affiliate of Purchaser or any Related Parties under clauses (i), (ii), (iii) and (v) below (whether or not any of them is designated a party thereto) as a result of, arising out of, or in any way related to (i) any actual or proposed use by the Company of the proceeds of any sale of the Securities, (ii) the operations of the business of the Company or any of its Affiliates, (iii) the failure of the Company or any of its Affiliates to comply with any Governmental Requirement, (iv) the breach of the representations, warranties and covenants of the Company contained herein, provided such claim for indemnification relating to a breach of the representations and warranties is made prior to the expiration of such representations and warranties, or (v) any other aspect of this Agreement and the other Basic Documents, including, without limitation, the reasonable fees and disbursements of counsel and all other reasonable expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding (including any investigations, litigation, or inquiries), or claim and INCLUDING ALL INDEMNITY MATTERS ARISING BY REASON OF THE NEGLIGENCE OF ANY INDEMNITEE (but not Indemnity Matters related solely to the gross negligence or willful misconduct of any Indemnitee).

(b) Indemnification Regarding Taxes. The Company agrees to pay and hold Purchaser harmless from and against any and all present and future stamp and other similar taxes with respect to this Agreement and Basic Documents and save Purchaser harmless from and against any and all liabilities with respect to or resulting from any delay or omission to pay such taxes, and will indemnify Purchaser for the full amount of taxes paid by Purchaser (not to include income or gross receipt tax liability) in respect of payments made or to be made under this Agreement or any other Basic Document and any liability (including penalties, interest, and expenses) arising therefrom or with respect thereto, whether or not such taxes were correctly or legally asserted.

(c) Indemnification Regarding Environmental Matters. The Company agrees to indemnify and hold harmless from time to time Purchaser, and their respective Related Parties from and against any and all losses, claims, cost recovery actions, administrative orders or proceedings, damages, and liabilities to which Purchaser and their respective Related Parties may incur, have asserted against them or involve any of them pursuant to a claim by a Person that is not an Affiliate of Purchaser or any Related Parties (i) under any Environmental Law applicable to the Company, any Subsidiary, or any of their respective Properties, (ii) as a result of the breach or non-compliance by the Company or any Subsidiary with any Environmental Law applicable to the Company or any Subsidiary, or any of their respective Properties, (iii) due to the ownership by the Company or any Subsidiary of their respective Properties or any activity on any of their respective Properties, or any past activity on any of their respective Properties which, though lawful and fully permissible at the time, could result in present liability under any

Environmental Law, (iv) the presence, use, release, storage, treatment, or disposal of hazardous substances on or at any of the properties owned or operated by the Company or any Subsidiary, or (v) any other environmental, health, or safety condition in connection with this Agreement or any other Basic Document.

(d) Indemnification Procedure. Promptly after Purchaser or other Person indemnified hereunder (hereinafter, the "Indemnified Party") has received notice or has knowledge of any claim for indemnification hereunder, or the commencement of any action or proceeding by a third person, which the Indemnified Party believes in good faith is an indemnifiable claim under this Agreement, the Indemnified Party shall give the Company written notice of such claim or the commencement of such action or proceeding, but failure so to notify the Company will not relieve the Company from any liability which it may have to such Indemnified Party hereunder except to the extent that the Company is materially prejudiced by such failure. Such notice shall state the nature and the basis of such claim. The Company shall have the right to defend and settle, at its own expense and by its own counsel, any such matter as long as the Company pursues the same diligently and in good faith. If the Company undertakes to defend or settle, it shall promptly notify the Indemnified Party of its intention to do so, and the Indemnified Party shall cooperate with the Company and its counsel in all commercially reasonable respects in the defense thereof and the settlement thereof. Such cooperation shall include, but shall not be limited to, furnishing the Company with any books, records and other information reasonably requested by the Company and in the Indemnified Party's possession or control. Such cooperation of the Indemnified Party shall be at the cost of the Company. After the Company has notified the Indemnified Party of its intention to undertake to defend or settle any such asserted liability, and for so long as the Company diligently pursues such defense, the Company shall not be liable for any additional legal expenses incurred by the Indemnified Party in connection with any defense or settlement of such asserted liability; provided, however, that the Indemnified Party shall be entitled (i) at its expense, to participate in the defense of such

asserted liability and the negotiations of the settlement thereof or (ii) if (A) the Company has failed to assume the defense and employ counsel or (B) if the defendants in any such action include both the Indemnified Party and the Company and counsel to the Indemnified Party shall have concluded that there may be reasonable defenses available to the Indemnified Party that are different from or additional to those available to the Company or if the interests of the Indemnified Party reasonably may be deemed to conflict with the interests of the Company, then the Indemnified Party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the Company as incurred, and the Company shall not settle any such claim without the consent of the Indemnified Party unless the settlement thereof imposes no liability or obligation on, and includes a complete release from liability of, the Indemnified Party. If the Indemnified Party undertakes such a defense through counsel of its choice, the Indemnified Party may settle such matter, and the Company shall reimburse the Indemnified Party for the amount paid in such settlement and any other liabilities or expenses incurred by the Indemnified Party in connection therewith.

(e) Survival. The Company's obligations under this Section 7.02 shall survive any termination of this Agreement and the payment of the Obligations.

(f) Acknowledgement. THE INDEMNIFICATION AND RELEASE PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM (i) THE ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF ANY INDEMNIFIED PARTY OR (ii) ANY ACTION THAT SUBJECTS THE INDEMNIFIED PARTY TO CLAIMS PREMISED IN WHOLE OR IN PART IN STRICT LIABILITY. COMPANY AND PURCHASER ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

Section 7.03 No Waiver; Modifications in Writing.

(a) Delay. No failure or delay on the part of either party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any right, power, or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to a party at law or in equity or otherwise.

(b) Specific Waiver. Except as otherwise provided herein, no amendment, waiver, consent, modification, or termination of any provision of this Agreement or any other Basic Document shall be effective unless signed by the Company and Purchaser. Any amendment, supplement or modification of or to any provision of this Agreement or any other Basic Document, any waiver of any provision of this Agreement or any other Basic Document, and any consent to any departure by the Company from the terms of any provision of this Agreement or any other Basic Document shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances.

Section 7.04 Binding Effect; Assignment.

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

(b) Assignment of Shares. All or any portion of Shares purchased pursuant to this Agreement may be sold, assigned or pledged by Purchaser, subject to compliance with applicable securities laws and the restrictions on transfer set forth in the Investor's Rights Agreement. The Conversion Shares may be sold, assigned or pledged by Purchaser, subject to compliance with applicable securities laws and the Investor's Rights Agreement.

(c) Assignment of Rights. All or any portion of the rights and obligations of Purchaser under this Agreement with respect to the Basic Documents, except as set forth therein, may be transferred by Purchaser; provided, however, that the rights set forth in the Investor's

Rights Agreement may not be transferred to a transferee of the Shares or Conversion Shares without the prior written consent of the Company, except in the case of transfers to one or more Affiliates of Purchaser in

accordance with the terms and conditions of the Investor's Rights Agreement. Upon any permitted assignment of the Basic Documents, the assignee shall succeed to all of the assignor's rights and obligations under the Basic Documents to the extent assigned and Purchaser shall be automatically released from any such obligations hereunder with respect to the Basic Documents to the extent assigned, except in the case of an assignment to an Affiliate of Purchaser in which event Purchaser shall (i) not be released from its obligations under the Strategic Alliance Agreement and (ii) be secondarily liable in respect of its obligations under the other Basic Documents. Upon the request of Purchaser in connection with any transfer of the Shares or Conversion Shares, the Company shall execute and deliver any amendment to this Agreement, and the other Basic Documents reasonably requested by Purchaser to reflect the transfer and delineate the rights of the transferor and the transferee provided that the Company shall not be liable for the expenses incurred in documenting such amendment.

Section 7.05 Replacement Securities. Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction, or mutilation of any certificate or certificates representing Shares or Conversion Shares and, in the case of any such loss, theft, or destruction, upon delivery of any indemnity or other obligation reasonably requested by the Company or its transfer agent to the Company or, in the case of any such mutilation, upon surrender or cancellation thereof, the Company will issue a new certificate.

Section 7.06 Communications. All notices and demands provided for hereunder shall be in writing and shall be given by registered or certified mail, return receipt requested, telecopy, air courier guaranteeing overnight delivery or personal delivery to the following addresses:

If to Purchaser:

UtiliCorp United Inc.
20 West Ninth Street
Kansas City, Missouri 64105
Attention: Robert Green
Telecopier: (816) 467-3595
Email: bgreen@utilicorp.com

If to the Company:

Quanta Services, Inc.
1360 Post Oak Boulevard, Suite 2100
Houston, Texas 77056
Attention: Vice President and General Counsel
Telecopier: (713) 629-7676
Email: beastman@quantaservices.com

or to such other address as the Company or any Purchaser may designate in writing. All other communications may be by regular mail or Internet electronic mail. All notices and

communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; upon actual receipt if sent by certified mail, return receipt requested, or regular mail, if mailed; when receipt acknowledged, if telecopied or sent via Internet electronic mail; and upon actual receipt when delivered to an air courier guaranteeing overnight delivery.

Section 7.07 Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Missouri without regard to principles of conflicts of laws.

Section 7.08 Arbitration. Any action, dispute, claim or controversy of any kind between the Company and a Purchaser arising out of, or pertaining to this Agreement or the transactions contemplated hereby (a "Dispute") shall be resolved by binding arbitration in accordance with the terms hereof. Any party may, by summary proceedings, bring an action in court to compel arbitration of any Dispute. Any arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with the terms of this Section 7.08, the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the Federal Arbitration Act. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. Any arbitration shall be conducted before a three person panel of arbitrators. Such panel shall consist of one person designated by the Company, one designated by Purchaser and one designated by the designees of the Company and Purchaser (collectively, the "Arbitrators"). Such arbitrators designated by each of the Company and Purchaser do not have to be neutral. If either of the Company or Purchaser fails to designate an arbitrator within 10 days after the filing of the Dispute with the AAA, or either of the Company or Purchaser's arbitrators fails to designate a third arbitrator within 30 days after the later of their appointments, the third arbitrator shall be appointed by the AAA. An arbitration proceeding hereunder shall be conducted in Kansas City, Missouri, and shall be concluded within 180 days of the filing of the Dispute with the AAA. The Arbitrators shall be

empowered to award sanctions and to take such other actions as they deem necessary, to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. No award by the Arbitrators shall assess consequential, punitive or exemplary damages or damages for lost profits but may assess costs and expenses in a manner deemed equitable. The arbitrator shall make specific written findings of fact and conclusions of law. The decision of the arbitrator shall be final and binding on each party. All fees of the Arbitrators and any engineer, accountant or other consultant engaged by the Arbitrators shall be paid by the Company and Purchaser as awarded by the Arbitrators.

Section 7.09 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

QUANTA SERVICES, INC.,
a Delaware corporation

By: /s/ Brad Eastman

Name: Brad Eastman
Title: Vice President, Secretary and General Counsel

UTILICORP UNITED INC.,
a Delaware corporation

By: /s/ Robert Green

Name: Robert Green
Title: President

SIGNATURE PAGE TO
SECURITIES PURCHASE AGREEMENT

EXHIBIT 10.13

INVESTOR'S RIGHTS AGREEMENT

THIS INVESTOR'S RIGHTS AGREEMENT (this "Agreement") is made and entered into as of September 21, 1999, by and between Quanta Services, Inc., a Delaware corporation (the "Company"), and UtiliCorp United Inc., a Delaware corporation ("UtiliCorp").

RECITAL

This Agreement is made pursuant to the Securities Purchase Agreement, dated as of September 21, 1999, by and between the Company and UtiliCorp (the "Securities Purchase Agreement"). In order to induce UtiliCorp to enter into the Securities Purchase Agreement, the Company has agreed to provide the registration and other rights set forth in this Agreement. Pursuant to the Securities Purchase Agreement, UtiliCorp will acquire shares of the Company's Series A Convertible Preferred Stock (the "Preferred Stock") which will entitle UtiliCorp to convert the Preferred Stock into shares of Common Stock, par value $0.00001 per share, of the Company. The execution and delivery of this Agreement shall occur contemporaneously with the Closing (as defined in the Securities Purchase Agreement).

AGREEMENT

The parties agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1 DEFINITIONS. Capitalized terms used herein without definition shall have the meanings given to them in the Securities Purchase Agreement. The terms set forth below are used herein as so defined:

"AAA" has the meaning specified therefor in Section 5.1 of this Agreement.

"Affiliate" of any Person shall mean:

(a) For purposes of Article II, (i) any Person directly or indirectly controlled by, controlling or under common control with such first Person, (ii) any director or officer of such first Person or of any Person referred to in clause (i) above and (iii) if any Person in clause (i) above is an individual, any member of the immediate family (including parents, spouse and children) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust. For purposes of this definition, any Person which owns directly or indirectly 20% or more of the securities having ordinary voting power for the election of directors or other governing body of a corporation or 20% or more of the partnership or other ownership interests of any other Person (other than as a limited partner of such other Person) will be deemed to

"control" (including, with its correlative meanings, "controlled by" and "under common control with") such corporation or other Person; and

(b) For purpose of Article III, (i) any Subsidiary of such Person or (ii) a Parent of such Person.

"Beneficial Ownership," "Beneficial Owner," and "Beneficially Own" have the meanings ascribed to such terms in Rule 13d-3 under the Exchange Act.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the common stock, par value $0.00001 per share, of the Company.

"Company" has the meaning specified therefor in the introductory paragraph of this Agreement.

"Competitor" means (a) a provider for third parties of specialized contracting and maintenance services, primarily for electric, telecommunications, cable television, natural gas, and transportation infrastructure (and with respect to natural gas and transportation infrastructure, only if and when such business lines are a significant part of the Company's overall business) and (b) in the United States and in other countries, but only in any of such other countries if and when the Company develops a substantial market for its services in such country.

"Conversion Shares" means the shares of Common Stock issuable on conversion of the Preferred Stock.

"Enron Holders" has the meaning specified therefor in Section 2.1(d) of this Agreement.

"Enron Registration Rights Agreement" has the meaning specified therefor in Section 2.1(d) of this Agreement.

"Dispute" has the meaning specified therefor in Section 5.1 of this Agreement.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Holder" means the record holder of any Registrable Securities.

"Inspectors" has the meaning specified therefor in Section 2.3(g) of this Agreement.

"Losses" has the meaning specified therefor in Section 2.8 of this Agreement.

"New Securities" has the meaning specified therefor in Section 3.2(b) of this Agreement.

"Other Holders" has the meaning specified therefor in Section 2.1(d) of this Agreement.

"Parent" means any corporation or other legal entity which at the time directly or indirectly controls at least a majority of the equity of such entity having by the terms thereof ordinary voting power to elect a majority of the board of directors, managers, general partner(s), or other, equivalent governing body of such entity (irrespective of whether or not at the time equity of any other class or classes of such entity shall have or might have voting power by reason of the happening of any contingency).

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization, government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Pre-Emptive Purchasers" has the meaning specified therefor in Section 3.1 of this Agreement.

"Pre-Emptive Right" has the meaning specified therefor in Section 3.1 of this Agreement.

"Preferred Stock" has the meaning specified therefor in the Recital of this Agreement.

"Proportionate Number" has the meaning specified therefor in Section 3.2(a) of this Agreement.

"Records" has the meaning specified therefor in Section 2.3(g) of this Agreement.

"Registrable Securities" means the Conversion Shares and any other shares of Common Stock (or securities convertible into Common Stock) acquired by UtiliCorp in privately-negotiated or open market transactions as contemplated by the parties until such time as such securities cease to be Registrable Securities pursuant to Section 1.2 hereof.

"Registration Expenses" has the meaning specified therefor in Section 2.7(a) of this Agreement.

"Registration Statement" has the meaning specified therefor in Section 2.1(b) of this Agreement.

"Requesting Holder(s)" has the meaning specified therefor in Section 2.1(a) and (b), as applicable, of this Agreement.

"Request Notice" has the meaning specified therefor in Section 2.1(a) this Agreement.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Securities Purchase Agreement" has the meaning specified therefor in the Recital of this Agreement.

"Selling Expenses" has the meaning specified therefor in Section 2.7(a) of this Agreement.

"Selling Holder" means a Holder who is selling Registrable Securities pursuant to a Registration Statement.

"Then Existing Shares" has the meaning specified therefor in Section 3.2(a) of this Agreement.

"Transfer" has the meaning specified therefor in Section 4.1 of this Agreement.

"UtiliCorp" has the meaning specified therefor in the introductory paragraph of this Agreement.

"Voting Securities" has the meaning specified therefor in Section 2.1(d) of this Agreement.

SECTION 1.2 REGISTRABLE SECURITIES. Any Registrable Security will cease to be a Registrable Security when (a) a Registration Statement covering such Registrable Security has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective Registration Statement; (b) such Registrable Security is disposed of pursuant to Rule 144 (or any similar provision then in force) under the Securities Act; (c) such Registrable Security is eligible to be, and at the time of determination can be, disposed of pursuant to paragraph (k) of Rule 144 (or any similar provision then in force) under the Securities Act; or (d) such Registrable Security is held by the Company or one of its subsidiaries.

ARTICLE II
REGISTRATION RIGHTS

SECTION 2.1 DEMAND REGISTRATION.

(a) Request for Registration. After the expiration of 180 calendar days after the Closing Date, any Holder or Holders who collectively Beneficially Own at least 50% of the Registrable Securities may request (a "Request Notice") the Company to register under the Securities Act all or any portion of the Registrable Securities that are held by such Holder or Holders (collectively, the "Requesting Holder") for sale in the manner specified in the Request Notice.

(b) Company's Obligations. Promptly following receipt of a Request Notice, the Company shall (i) notify each Holder (except the Requesting Holder) of the receipt of a Request Notice and (ii) shall use its commercially reasonable efforts to effect such registration (including, without limitation, preparing and filing a registration statement under the Securities Act (each such registration statement, a "Registration Statement") effecting the registration under the Securities Act, for public sale in accordance with the method of disposition specified in such Request Notice) of the Registrable Securities specified in the Request Notice (and in any notices that the Company receives from other Holders no later than the 15th calendar day after receipt of the notice sent by the Company) (such other Holders and the Requesting Holders, the "Requesting Holders"). If such method of disposition shall be an underwritten public offering, the Company may designate the managing underwriter of such offering, subject to the approval of the Requesting Holders holding a majority of the Registrable Securities to be registered,

which approval shall not be withheld unreasonably. The Company shall be obligated to register Registrable Securities pursuant to this Section 2.1 on one occasion only.

(c) Deferral by Company. If the Company has received a Request Notice, whether or not a Registration Statement with respect thereto has been filed or has become effective, or an event referred to in Section 2.3(e) has occurred, and the Company furnishes to the Requesting Holders a copy of a resolution of the Board of Directors of the Company certified by the Secretary of the Company stating that in the good faith judgment of the Board of Directors it would not be in the best interest of the Company's stockholders for such Registration Statement (i) to be filed on or before the date such filing would otherwise be required hereunder, (ii) to become effective or (iii) to be updated by post-effective amendment or prospectus supplement because (A) such action would materially interfere with a significant acquisition, corporate reorganization or other similar transaction involving the Company, (B) such action would require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential, or (C) the Company is unable to comply with requirements of the Commission, the Company shall have the right, but not more than once in any 365-day period with respect to any Request Notice, to defer such filing or effectiveness for such period as may be reasonably necessary (which period shall not, in any event, exceed 90 calendar days from the date the response period for Holders pursuant to Section 2.1(b) expires).

(d) Participation Rights of Company and Others. The Company shall be entitled

to include in any Registration Statement filed pursuant to this Section 2.1, for sale in accordance with the method of disposition specified by the Requesting Holder, securities of the Company entitled to vote generally in the election of directors (or any securities convertible into or exchangeable for or exercisable for the purchase of securities so entitled generally to vote in the election of directors) (collectively, "Voting Securities") to be sold by the Company for its own account, except as and to the extent that, in the opinion of the managing underwriter (if such method of disposition shall be an underwritten public offering), such inclusion would materially jeopardize the successful marketing of the Registrable Securities to be sold. Any Person other than a Holder (the "Other Holders") entitled to piggy-back registration rights with respect to a Registration Statement filed pursuant to this Section 2.1 may include Voting Securities of the Company with respect to which such rights apply in such Registration Statement for sale in accordance with the method of disposition specified by the Requesting Holder, except and to the extent that, in the opinion of the managing underwriter (if such method of disposition shall be an underwritten public offering), such inclusion would materially jeopardize the successful marketing of the Registrable Securities to be sold. Except as provided in this subsection (d) and in Section 2.6 of this Agreement, the Company will not effect any other registration of its Voting Securities (except with respect to Registration Statements (i) on Form S-4 or S-8 or any forms succeeding thereto for purposes permissible under such forms as of the date hereof or (ii) filed in connection with an exchange offer or an offering of securities solely to the Company's existing stockholders or such other Registration Statements (A) for the resale of shares issued pursuant to an employee stock ownership trust or other benefit plan of a business acquired in an acquisition by the Company or (B) in connection with non-underwritten resales of securities issued to owners of a business acquired in an acquisition by the Company), whether for its own account or that of any Other Holder other than holders of "Registerable Securties" (as such term is defined in that certain Registration Rights Agreement, dated September 29, 1998, between Joint Energy Development Investments II Limited Partnership, Enron Capital & Trade Resources Corp. and

the Company, as amended (the "Enron Registration Rights Agreement")) under the Enron Registration Rights Agreement (the "Enron Holders"), from the date of receipt of a Request Notice requesting the registration of an underwritten public offering until the completion or abandonment of the distribution by the underwriters of all securities thereunder; provided, however, such restricted period shall not extend beyond the date 90 calendar days subsequent to the effective date of such Registration Statement.

(e) Prohibition on Future Grants. From and after the date of this Agreement and until no Registrable Securities remain outstanding, the Company shall not grant any demand registration rights to any Person unless such rights are expressly made subject to the right of the Holders to include an equal number of shares of the Registrable Securities along with the other Person's shares in any registration relating to an underwritten public offering, except and to the extent that, in the opinion of the managing underwriter, the inclusion of all shares requested to be registered by all Persons holding registration rights, would materially jeopardize the successful marketing of the securities (including the Registrable Securities) to be sold.

SECTION 2.2 PIGGY-BACK REGISTRATION.

(a) Company Notice. If the Company proposes to register any Voting Securities under the Securities Act for sale to the public for cash, whether for its own account or for the account of Other Holders or both (except with respect to Registration Statements on Forms S-4 or S-8 or any forms succeeding thereto for purposes permissible under such forms as of the date hereof or filed in connection with an exchange offer or an offering of securities solely to the Company's existing stockholders), each such time it will give written notice to all Holders of its intention to do so no less than 20 calendar days prior to the anticipated filing date.

(b) Request. Upon the written request of any Holder received by the Company no later than the 15th calendar day after receipt by such Holder of the notice sent by the Company, to register, on the same terms and conditions as the securities otherwise being sold pursuant to such registration, any of its Registrable Securities (which request shall state the intended method of disposition thereof), the Company will use its commercially reasonable efforts to cause the Registrable Securities as to which registration shall have been so requested to be included in the securities to be covered by the Registration Statement proposed to be filed by the Company, on the same terms and conditions as any similar securities included therein, all to the extent requisite to permit the sale or other disposition by each Holder (in accordance with its written request) of such Registrable Securities so registered; provided, however, that the Company may at any time, in its sole discretion and without the consent of any Holder, abandon the proposed

offering in which any Holder had requested to participate.

(c) Underwriter's Cut-Back. The number of Registrable Securities to be included in such a registration may be reduced or eliminated if and to the extent, in the case of an underwritten offering, the managing underwriter shall render to the Company its opinion that such inclusion would materially jeopardize the successful marketing of the securities (including the Registrable Securities) proposed to be sold therein; provided, however, that (a) in the case of a Registration Statement filed pursuant to the exercise of demand registration rights of any Other Holders, priority shall be given in the following manner of allocation: (i) first, to the Other Holders demanding such registration; (ii) then equally (on a share-for-share basis) to the Holders

and Enron Holders; (iii) then to the Company; and (iv) then to Other Holders or other stockholders of the Company desiring to participate with the Company's consent (other than the Other Holders entitled to participate under clause (i) or (ii)), and (b) in the case of a Registration Statement the filing of which is initiated by the Company, priority shall be given in the following order of allocation: (i) first to the Company and (ii) then equally (on a share-for-share basis) to the Holders and Other Holders. In the event that the number of Registrable Securities to be included in a registration is to be reduced as provided above, within 10 business days after receipt by each Holder proposing to sell Registrable Securities pursuant to the registered offering of the opinion of such managing underwriter, all such Selling Holders may allocate among themselves the number of shares of such Registrable Securities which such opinion states may be distributed without adversely affecting the distribution of the securities covered by the Registration Statement or, if less, the number of such shares allocable to Holders of Registrable Securities after reduction for any allocations to the Company or Other Holders in accordance with the priority provisions set forth in the preceding sentence, and if such Holders are unable to agree among themselves with respect to such allocation, such allocation shall be made in proportion to the respective numbers of shares specified in their respective written requests.

(d) Prohibition on Future Grants. From and after the date of this Agreement and until no Registrable Securities remain outstanding, the Company shall not grant any piggy-back registration rights to any Person unless such rights are expressly made subject to the prior right of Holders to include their Registrable Securities on a pro-rata basis in any registration relating to an underwritten public offering, except and to the extent that, in the opinion of the managing underwriter, the inclusion in the offering of all shares requested to be registered by all Persons holding registration rights would materially jeopardize the successful marketing of the securities (including the Registrable Securities) to be sold.

SECTION 2.3 REGISTRATION PROCEDURES. If and whenever the Company is required pursuant to this Agreement to effect the registration of any of the Registrable Securities under the Securities Act, the Company will, as expeditiously as possible:

(a) prepare and file as promptly as reasonably possible with the Commission a Registration Statement, on a form available to the Company, with respect to such securities (which filing shall be made within 30 calendar days after the receipt by the Company of a Request Notice) and use its commercially reasonable efforts to cause such Registration Statement to become and remain effective for the period of the distribution contemplated thereby (determined pursuant to subsection (g) below);

(b) prepare and file with the Commission such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the distribution period (determined pursuant to subsection (g) below) and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement;

(c) furnish to each Selling Holder and to each underwriter such number of copies of the Registration Statement and the prospectus included therein (including each preliminary prospectus and each document incorporated by reference therein to the extent then

required by the rules and regulations of the Commission) as such Persons may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement;

(d) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by such Registration Statement under the securities or blue sky laws of such jurisdictions as the Selling

Holders or, in the case of an underwritten public offering, the managing underwriter, shall reasonably request, provided that the Company will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action which would subject it to general service of process in any such jurisdiction where it is not then so subject;

(e) immediately notify each Selling Holder and each underwriter, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus contained in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and as promptly as practicable amend or supplement the prospectus or take other appropriate action so that the prospectus does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(f) in the case of an underwritten public offering, furnish upon request, (i) on the date that Registrable Securities are delivered to the underwriters for sale pursuant to such Registration Statement, an opinion of counsel for the Company dated as of such date and addressed to the underwriters and to the Selling Holders, stating that such Registration Statement has become effective under the Securities Act and that (A) to the best knowledge of such counsel, no stop order suspending the effectiveness thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act, (B) the Registration Statement, the related prospectus, and each amendment or supplement thereof comply as to form in all material respects with the requirements of the Securities Act and the applicable rules and regulations thereunder of the Commission (except that such counsel need express no opinion as to the financial statements, or any expertized schedule, report or information contained or incorporated therein) and (C) to such other effects as may reasonably be requested by counsel for the underwriters, and (ii) on the effective date of the Registration Statement and on the date that Registrable Securities are delivered to the underwriters for sale pursuant to such Registration Statement, a letter dated such dates from the independent accountants retained by the Company, addressed to the underwriters and, if available, to the Selling Holders, stating that they are independent public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements of the Company and the schedules thereto that are included or incorporated by reference in the Registration Statement or the prospectus, or any amendment or supplement thereof, comply as to form in all material respects with the applicable requirements of the Securities Act and the published rules and regulations thereunder, and such letter shall additionally address such other financial matters (including information as to the period ending no more than five business days

prior to the date of such letter) included in the Registration Statement in respect of which such letter is being given as the underwriters may reasonably request;

(g) make available for inspection by one representative of the Selling Holders, designated by a majority thereof, any underwriter participating in any distribution pursuant to such Registration Statement, and any attorney, accountant or other agent retained by such representative of the Selling Holders or underwriter (the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records"), and cause the Company's officers, directors and employees to supply all information reasonably requested by any such Inspector in connection with such Registration Statement; provided, however, that with respect to any Records that are confidential, the Inspectors shall take such action as the Company may reasonably request in order to maintain the confidentiality of the Records. For purposes of subsections (a) and (b) above with respect to demand registration only, the period of distribution of Registrable Securities in a firm commitment underwritten public offering shall be deemed to extend until the earlier of (a) the date each underwriter has completed the distribution of all securities purchased by it or (b) the date 90 calendar days subsequent to the effective date of such Registration Statement, and the period of distribution of Registrable Securities in any other registration shall be deemed to extend until the earlier of the sale of all Registrable Securities covered thereby or one year;

(h) cause all such Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange on which similar securities issued by the Company are then listed;

(i) use its commercially reasonable efforts to keep effective and maintain for the period specified in subsection (g) a registration, qualification,

approval or listing obtained to cover the Registrable Securities as may be necessary for the Selling Holders to dispose thereof and shall from time to time amend or supplement any prospectus used in connection therewith to the extent necessary in order to comply with applicable law;

(j) use its commercially reasonable efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the Selling Holders to consummate the disposition of such Registrable Securities; and

(k) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of such Registrable Securities.

Each Selling Holder, upon receipt of notice from the Company of the happening of any event of the kind described in subsection (e) of this Section 2.3, shall forthwith discontinue disposition of the Registrable Securities until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by subsection (e) of this Section 2.3 or until it is advised in writing by the Company that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings which are incorporated by reference in the prospectus, and, if so directed by the Company, such Selling Holder will, or will request the managing underwriter or underwriters, if any, to deliver to the Company (at the Company's

expense) all copies in their possession or control, other than permanent file copies then in such Selling Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice. If the Company shall give any such notice, the time periods mentioned in subsection (g) of this Section 2.3 shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each Selling Holder shall have received the copies of the supplemented or amended prospectus contemplated by subsection (e) of this Section 2.3 hereof or the notice that they may resume use of the prospectus.

In connection with each registration hereunder with respect to an underwritten public offering, the Company and each Selling Holder agrees to enter into a written agreement with the managing underwriter or underwriters selected in the manner herein provided in such form and containing such provisions as are customary in the securities business for such an arrangement between underwriters and companies of the Company's size and investment stature.

SECTION 2.4 COOPERATION BY SELLING HOLDERS. The Company shall have no obligation to include in such Registration Statement shares of a Selling Holder who has failed to timely furnish such information which, in the written opinion of counsel to the Company, is reasonably required in order for the Registration Statement to comply with the Securities Act.

SECTION 2.5 RESTRICTIONS ON PUBLIC SALE BY SELLING HOLDERS OF REGISTRABLE SECURITIES. To the extent not inconsistent with applicable law, including insurance codes, each Selling Holder of Registrable Securities that is included in a Registration Statement which registers Registrable Securities pursuant to this Agreement agrees not to effect any public sale or distribution of the issue being registered (or any securities of the Company convertible into or exchangeable or exercisable for securities of the same type as the issue being registered) during the 14 business days before, and during the 90 calendar day period beginning on, the effective date of a Registration Statement filed by the Company (except as part of such registration), but only if and to the extent requested in writing (with reasonable prior notice) by the managing underwriter or underwriters in the case of an underwritten public offering by the Company of securities of the same type as the Registrable Securities, provided that the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction imposed by the underwriters on the officers or directors or any other stockholder of the Company on whom a restriction is imposed; and, provided further that to the extent the Selling Holders do not participate in the underwritten public offering, the period of time for which the Company is required to keep any other Registration Statement which includes Registrable Securities that is effective concurrently with the holdback period described above continuously effective shall be increased by a period equal to such requested holdback period.

SECTION 2.6 RESTRICTIONS ON PUBLIC SALE BY THE COMPANY. To the extent required by an underwriter in an underwritten public offering, the Company agrees not to effect on its own behalf any public sale or distribution of any securities similar to those being registered, or any securities convertible into or exchangeable or exercisable for such securities, during the 14 business days before, and during the 90 calendar day period beginning on, the effective date of any Registration Statement in which the Selling Holders of Registrable Securities are participating except pursuant to such Registration Statement or a Registration Statement on Form S-8 or Form S-4 or such other Registration Statements for (a) the resale of shares issued pursuant

to an employee stock ownership trust or other benefit plan of a business acquired in an acquisition by the Company or (b) in connection with non-underwritten commitments to register the resale of securities issued to owners of a business acquired in an acquisition by the Company. This section applies to the demand registration right only.

SECTION 2.7 EXPENSES.

(a) Certain Definitions. "Registration Expenses" means all expenses incident to the Company's performance under or compliance with this Agreement, including, without limitation, all registration and filing fees, blue sky fees and expenses, printing expenses, listing fees, fees and disbursements of counsel and independent public accountants for the Company, fees of the National Association of Securities Dealers, Inc., transfer taxes, fees of transfer agents and registrars, costs of insurance and reasonable out-of-pocket expenses, including, without limitation, all reasonable expenses incurred directly by the Selling Holders for one legal counsel, but excluding any Selling Expenses. "Selling Expenses" means all underwriting fees, discounts and selling commissions allocable to the sale of the Registrable Securities.

(b) Parties' Obligations. The Company will pay all Registration Expenses in connection with each Registration Statement filed pursuant to this Agreement, whether or not the Registration Statement becomes effective, and the Selling Holders shall pay all Selling Expenses in connection with any Registrable Securities registered pursuant to this Agreement.

SECTION 2.8 INDEMNIFICATION.

(a) By the Company. In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Company will indemnify and hold harmless each Selling Holder thereunder and each underwriter, pursuant to the applicable underwriting agreement with such underwriter, of Registrable Securities thereunder and each Person, if any, who controls such Selling Holder or underwriter within the meaning of the Securities Act and the Exchange Act, against any losses, claims, damages or liabilities (including reasonable attorneys' fees) (collectively, "Losses"), joint or several, to which such Selling Holder or underwriter or controlling Person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Losses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement under which such Registrable Securities were registered under the Securities Act pursuant to this Agreement, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each such Selling Holder, each such underwriter and each such controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or actions; provided, however, that the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Selling Holder, such underwriter or such controlling Person in writing specifically for use in such Registration Statement or prospectus.

(b) By the Selling Holder(s). Each Selling Holder agrees to indemnify and hold harmless the Company, its directors, officers, employees and agents and each Person, if any, who controls the Company within the meaning of the Securities Act or of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Selling Holder, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in any Registration Statement or prospectus relating to the Registrable Securities, or any amendment or supplement thereto; provided, however, that the liability of such Selling Holder shall not be greater in amount than the dollar amount of the proceeds (net of any Selling Expenses) received by such Selling Holder from the sale of the Registrable Securities giving rise to such indemnification.

(c) Notice. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party other than under this Section 2.8. In any action brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party

shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 2.8 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; provided, however, that, (i) if the indemnifying party has failed to assume the defense and employ counsel or (ii) if the defendants in any such action include both the indemnified party and the indemnifying party and counsel to the indemnified party shall have concluded that there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, then the indemnified party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred.

(d) Contribution. If the indemnification provided for in this Section 2.8 is held by a court or government agency of competent jurisdiction to be unavailable to the Company or the Selling Holders or is insufficient to hold them harmless in respect of any Losses, then each such indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Losses as between the Company on the one hand and each Selling Holder on the other, in such proportion as is appropriate to reflect the relative fault of the Company on the one hand and of each Selling Holder on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations; provided, however, that in no event shall a Selling Holder be required to contribute an aggregate amount in excess of the dollar amount of proceeds (net of Selling Expenses) received by such Selling Holder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of the Company on the one

hand and each Selling Holder on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

SECTION 2.9 RULE 144 REPORTING. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use commercially reasonable efforts to:

(a) Make and keep public information regarding the Company available, as those terms are understood and defined in Rule 144 of the Securities Act, at all times from and after the Closing Date;

(b) File with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at all times from and after the Closing Date; and

(c) So long as a Holder owns any Registrable Securities, furnish to the Holder forthwith upon written request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as a Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a Holder to sell any such securities without registration.

SECTION 2.10 TRANSFER OR ASSIGNMENT OF REGISTRATION RIGHTS. The rights to cause the Company to register Registrable Securities granted to UtiliCorp by the Company under this Article II may be transferred or assigned by UtiliCorp to a transferee or assignee of such Registrable Securities that is an Affiliate of UtiliCorp, provided that the Company is given written notice prior to said transfer or assignment, stating the name and address of such Affiliate and identifying the securities with respect to which such registration rights are being transferred or assigned, and, provided further, that the Affiliate assumes in writing the obligations of UtiliCorp under this Agreement. Such registration rights shall not otherwise be transferable.

SECTION 2.11 REGISTRABLE SECURITIES HELD BY THE COMPANY OR ITS AFFILIATES. In

determining whether the Holders of the required amount of Registrable Securities have concurred in any direction, amendment, supplement, waiver or consent, Registrable Securities owned by the Company or one of its Affiliates shall be disregarded.

ARTICLE III
PRE-EMPTIVE RIGHT

SECTION 3.1 PRE-EMPTIVE RIGHT. Subject to Section 3.5 hereof, the Company hereby grants to each Holder (the "Pre-Emptive Purchasers") an irrevocable right to purchase a Proportionate Number (as defined in Section 3.2(a)) of shares of Common Stock in respect of the

issuance or sale (or deemed issuance or sale) by the Company, from time to time during each fiscal quarter of the Company, of New Securities to third parties (the "Pre-Emptive Right"). The Pre-Emptive Right shall be subject to the following provisions of this Article III.

SECTION 3.2 CERTAIN DEFINITIONS AND DETERMINATIONS.

(a) Proportionate Number. The "Proportionate Number" of shares of Common Stock that may be purchased by a Pre-Emptive Purchaser in respect of the applicable fiscal quarter shall be determined by multiplying (as to each issuance or sale to each third party) (i) the number of New Securities (as defined in Section 3.2(b)) issued or sold (or deemed to be issued or sold) by the Company to such third party during such applicable fiscal quarter of the Company times (ii) a fraction of which (A) the numerator is the number of Conversion Shares (on an as converted basis) owned by the Pre-Emptive Purchaser on the date on which the shares of Preferred Stock were first issued (collectively, the "Then Existing Shares") and (B) the denominator is the total number of shares of Common Stock outstanding (assuming full conversion of all outstanding securities and the full exercise of all outstanding options, rights, and warrants to acquire Common Stock of the Company) on the date on which the shares of Preferred Stock were first issued. For purposes of this Article III, if the Pre-Emptive Purchaser is not the original holder of the shares of Preferred Stock, then the number of Conversion Shares (on an as converted basis) deemed owned by such Pre-Emptive Purchaser on the date on which the shares of Preferred Stock were first issued shall be the number of Conversion Shares (on an as converted basis) it acquired from the original holder or other transferor at any time (but without duplication for successive transfers and retransfers of the same shares).

(b) "New Securities" shall mean (i) any Voting Capital Stock (as defined in Section 3.2(c) below) of the Company whether now authorized or not and (ii) in the case of the issuance or sale of rights, options, or warrants to purchase such Voting Capital Stock, and securities of any type whatsoever that are, or may become, convertible into Voting Capital Stock (collectively, "Capital Stock Equivalents"), the Voting Capital Stock issued upon the exercise or conversion of such Capital Stock Equivalents; provided that the term "New Securities" does not include (i) securities purchased under the Securities Purchase Agreement; (ii) securities issuable upon conversion or exercise of the Preferred Stock; (iii) securities issued in connection with any stock split, stock dividend or recapitalization of the Company; (iv) securities issued upon conversion or exercise of any currently outstanding Capital Stock Equivalents; or (v) securities issued upon conversion or exercise of any Capital Stock Equivalents if the Pre-Emptive Right was provided upon the issuance of such Capital Stock Equivalent.

(c) "Voting Capital Stock" shall mean Common Stock or other capital stock which is entitled to vote generally with the Common Stock upon the election of directors and other matters submitted to a general vote of stockholders.

(d) "Closing Price" shall mean on any particular date (i) the last sale price per share of the Common Stock on such date on the principal stock exchange on which the Common Stock has been listed or, if there is no such price on such date, then the last sale price on such exchange on the date nearest preceding such date, (ii) if the Common Stock is not listed on any stock exchange, the final bid price for a share of Common Stock in the over-the-counter market, as reported by the National Association of Securities Dealers Automated Quotation System

("NASDAQ") at the close of business on such date, or the last sales price if such price is reported and final bid prices are not available, (iii) if the Common Stock is not quoted on the NASDAQ, the bid price for a share of Common Stock in the over-the-counter market as reported by the National Quotation Bureau Incorporated (or any similar organization or agency succeeding to its functions of reporting prices), or (iv) if the Common Stock is no longer publicly traded, as determined in good faith by the Board of Directors of the Company based upon the price that would be paid

by a willing buyer of the shares at issue, in a sale process designed to maximize value and attract a reasonable number of participants to provide a fair determination of such value.

SECTION 3.3 MECHANICS. In the event the Company issues or sells (or is deemed to issue or sell) New Securities, within two business days after the end of such fiscal quarter in which the New Securities were issued or sold, the Company shall give each Pre-Emptive Purchaser written notice of the issuance, describing the type of New Securities issued or sold, the date of the issuance or sale (or deemed issuance or sale), the Proportionate Number of shares of Common Stock related to the New Securities that it may acquire and the aggregate purchase price payable by it upon exercise of its Pre-Emptive Right (including relevant details as to the calculation of such purchase price). The purchase price for each such share of Common Stock shall be equal to the Closing Price of the Common Stock on the date of issuance or sale (or deemed issuance or sale) of the corresponding New Security. Each Pre-Emptive Purchaser shall exercise its Pre-Emptive Right (if at all) by delivering, within 10 business days after the end of such fiscal quarter in which the New Securities were issued or sold (or deemed to be issued or sold, (a) notice to the Company stating therein the quantity of its Proportionate Number of shares of Common Stock to be purchased and (b) payment to the Company of the aggregate purchase price for such shares in immediately available funds. Thereupon, the Company shall promptly issue and deliver such Pre-Emptive Purchaser a certificate or certificates for the number of shares of Common Stock related to the New Securities which the Pre-Emptive Purchaser has elected to purchase.

SECTION 3.4 ADJUSTMENTS. The applicable purchase price and each component of the definition of Proportionate Number shall be adjusted appropriately to reflect stock dividends, combinations, splits, reclassifications, exchanges, substitutions or other similar adjustments with respect to the New Securities issued during the relevant fiscal quarter that occur prior to the exercise of the applicable Pre-Emptive Right.

SECTION 3.5 TRANSFER OF PRE-EMPTIVE RIGHT. The Pre-Emptive Right set forth in this Article III may be transferred or assigned by UtiliCorp only to a transferee or assignee of the Then Existing Shares that is an Affiliate of UtiliCorp, provided that the Company is given written notice prior to said transfer or assignment, stating the name and address or the Affiliate and identifying the securities with respect to which such Pre-Emptive Rights are being transferred or assigned, and, provided further, that the Affiliate of such rights assumes in writing the obligations of such Pre-Emptive Purchaser under this Agreement.

SECTION 3.6 TERMINATION OF PRE-EMPTIVE RIGHT. The Pre-Emptive Right granted under this Agreement shall terminate on the first to occur of (a) expiration of the 10-day exercise period after a fiscal quarter in which the Pre-Emptive Purchaser fails to exercise its Pre-Emptive Right in full or (b) the Pre-Emptive Purchaser's voluntary or involuntary, direct or indirect

transfer, sale, assignment, donation, pledge or other encumbrance of any shares of Preferred Stock or Conversion Shares (except to an Affiliate).

ARTICLE IV
TRANSFERS OF SHARES

SECTION 4.1 TRANSFERS. Except as otherwise expressly provided herein and subject to applicable law, a Holder may, voluntarily or involuntarily, directly or indirectly, sell, transfer, assign, donate, pledge or otherwise encumber or dispose of any interest in all or any portion of the shares of Preferred Stock and the Conversion Shares (a "Transfer") without restriction.

SECTION 4.2 SECURITIES LAWS; ASSIGNMENT OF OBLIGATIONS. A Holder shall not effect any Transfer until:

(a) There is then in effect a Registration Statement covering such proposed disposition and such disposition is made in accordance with such Registration Statement; or

(b) Such Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, such Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition is exempt from registration under the Securities Act; provided however, that it is agreed that the Company will not require opinions of Holder's counsel for transactions made pursuant to Rule 144 except in unusual circumstances.

SECTION 4.3 TRANSFERS TO COMPETITORS. A Holder may not Transfer any portion of the Preferred Stock to any Competitor.

SECTION 4.4 LEGEND.

(a) Each certificate representing Preferred Stock shall (unless otherwise permitted by the provisions of this Agreement) be stamped or otherwise imprinted with a legend substantially similar to the following (in addition to any legend required under applicable state securities laws):

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD OR OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAW OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED TO EFFECTUATE SUCH TRANSACTION.

THE SALE, TRANSFER OR PLEDGE OF THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN INVESTOR'S RIGHTS AGREEMENT BETWEEN THE COMPANY AND CERTAIN HOLDERS OF ITS SECURITIES, AS THE SAME MAY BE AMENDED AND IN EFFECT FROM TIME TO TIME. COPIES OF SUCH

AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

THE SALE, TRANSFER OR PLEDGE OF THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF THE COMPANY, AS THE SAME MAY BE AMENDED AND IN EFFECT FROM TIME TO TIME. COPIES OF SUCH CERTIFICATE MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

(b) The Company shall be obligated to reissue promptly unlegended certificates at the request of any Holder if the Holder shall have obtained an opinion of counsel at such Holder's expense (which counsel may be counsel to the Company) reasonably acceptable to the Company to the effect that the securities proposed to be disposed of may lawfully be so disposed of under Rule 144(k) (or any successor thereto or substantially equivalent exemption) without registration, qualification or legend.

SECTION 4.5 IMPROPER TRANSFER. Any attempt to Transfer any Preferred Stock which is not in accordance with this Agreement shall be null and void, and the Company shall not give any effect to such attempted Transfer in the records of the Company.

ARTICLE V
MISCELLANEOUS

SECTION 5.1 DISPUTE RESOLUTION. Any action, dispute, claim or controversy of any kind now existing or hereafter arising between the Company and a Holder arising out of, pertaining to this Agreement or the transactions contemplated hereby (a "Dispute") shall be resolved by binding arbitration in accordance with the terms hereof. Any party may, by summary proceedings, bring an action in court to compel arbitration of any Dispute. Any arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with the terms of this Section, the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the Federal Arbitration Act. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. Any arbitration shall be conducted before a panel of three arbitrators. Such panel shall consist of one person designated by the Company, one designated by the Holder(s) and one designated by their designees. The arbitrators designated by the parties are not required to be neutral. If a party fails to designate an arbitrator within 10 calendar days after the filing of the Dispute with the AAA, or the parties' arbitrators fail to designate a third arbitrator within 30 calendar days after the later of their appointments, such arbitrator shall be appointed by the AAA. An arbitration proceeding hereunder shall be concluded within 180 calendar days of the filing of the Dispute with the AAA. Arbitration proceedings shall be conducted in Kansas City, Missouri. Arbitrators shall be empowered to award sanctions and to take such other actions as they deem necessary, to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. No award by the arbitrators shall assess consequential, punitive or exemplary damages but may assess costs and expenses in a manner deemed equitable. The arbitrators shall make specific written findings of fact and conclusions of law. The decision of the arbitrators shall be final and binding on each party.

SECTION 5.2 COMMUNICATIONS. All notices and other communications provided for or permitted hereunder shall be made in writing by telecopy, courier service or personal delivery:

(a) if to a Holder, at the most current address given by such Holder to the Company in accordance with the provisions of this Section 5.2, which address initially is, with respect to UtiliCorp, the address set forth in the Securities Purchase Agreement, and

(b) if to the Company, initially at its address set forth in the Securities

Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 5.2.

All such notices and communications shall be deemed to have been received at the time delivered by hand, if personally delivered; when receipt acknowledged, if telecopied or sent via Internet electronic mail; and when actually received, if sent by any other means.

SECTION 5.3 SUCCESSOR AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including subsequent holders of Registrable Securities as set forth in Section 5.11.

SECTION 5.4 COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

SECTION 5.5 HEADINGS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 5.6 GOVERNING LAW. The laws of the State of Missouri shall govern this Agreement without regard to principles of conflict of laws.

SECTION 5.7 SEVERABILITY OF PROVISIONS. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting or impairing the validity or enforceability of such provision in any other jurisdiction.

SECTION 5.8 ENTIRE AGREEMENT. This Agreement, the Strategic Alliance Agreement, and the Securities Purchase Agreement are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the rights granted by the Company set forth herein. This Agreement, the Strategic Alliance Agreement, and the Securities Purchase Agreement supersede all prior agreements and understandings between the parties with respect to such subject matter.

SECTION 5.9 ATTORNEYS' FEES. In any action or proceeding brought to enforce any provision of this Agreement or an arbitration award, the successful party shall be entitled to

recover reasonable attorneys' fees in addition to its costs and expenses and any other available remedy.

SECTION 5.10 AMENDMENT. This Agreement may be amended only by means of a written amendment signed by the Company and by a majority of the Holders.

SECTION 5.11 RIGHTS OF ASSIGNEE. Subject to the provisions of Sections 2.10, 3.5 and 4.4 hereof, the rights of an assignee under this Section 5.11 shall be the same rights granted to the assigning Holder under this Agreement. In connection with any such assignment, the term "Holder" as used herein shall, where appropriate to assign the rights and obligations of the assigning Holder hereunder to such assignee, be deemed to refer to the assignee.

SECTION 5.12 NO PRESUMPTION. In the event any claim is made by a party relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

SECTION 5.13 REFERENCES TO THIS AGREEMENT. References to numbered or lettered articles, section, and subsections refer to articles, sections, and subsections, respectively, of this Agreement unless otherwise expressly stated.

* * * *

THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

QUANTA SERVICES, INC.

By: /s/ Brad Eastman

Name: Brad Eastman

Title: Vice President, Secretary and General Counsel

UTILICORP UNITED INC.

By: /s/ Robert K. Green

Name: Robert K. Green

Title: President

SIGNATURE PAGE TO
INVESTOR'S RIGHTS AGREEMENT

Exhibit 10.14

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement ("Agreement") is made and entered into as of September 21, 1999, by and between Quanta Services, Inc., a Delaware corporation ("Company") and UtiliCorp United Inc., a Delaware corporation ("UtiliCorp").

RECITALS

A. The Company desires to enter into this Agreement whereby UtiliCorp will provide certain management advice and services to the Company.

B. UtiliCorp is willing to provide such advice and services to assist the Company in achieving its business objectives on the terms and conditions set forth herein.

AGREEMENT

The parties agree as follows:

Section 1. Management Services.

To the extent mutually agreed upon by the parties hereto, UtiliCorp will provide the following advice and services as reasonably requested from time to time by the Company's senior management and Board of Directors:

1. Advice regarding corporate strategic planning;

2. Advice regarding the restructuring of the U.S. electric and gas industries;

3. Advice regarding the restructuring and privatization of the global utility industry;

4. Advice regarding development, evaluation and marketing of the Company's products, services and capabilities (particularly the development of gas construction skills and capabilities);

5. Identification of and assistance in pursuing opportunities to realize benefits through Aquila Energy Corporation's and UtiliCorp Energy Management's current and future relationships in the global utility industry. This would include opportunities to cross-sell products and capabilities, "lead" generation, and mutually beneficial shared services;

6. Identification and evaluation of potential U.S. acquisition candidates for the Company;

7. Identification and evaluation of business development opportunities outside the United States (particularly, Canada, Australia, New Zealand, and Western

Europe), including strategic, financial and risk analysis in the acquisition of other business by the Company;

8. Identification of potential opportunities for the Company to realize additional business advantages by partnering with UtiliCorp's existing foreign owned or controlled utility companies' internal construction divisions;

9. Identification, evaluation and implementation of opportunities to provide incremental value to the Company in key synergy areas with UtiliCorp. These would include (but are not limited to) joint purchasing of trucks, tools and equipment, shared equipment and resources, safety and other training, rubber goods and other testing, shared maintenance of major work equipment, shared systems such as work management and resource dispatch, and pole testing/treatment techniques;

10. Development of plans for the Company to share in UtiliCorp's growth activities in the areas of utility acquisitions, power plant and related infrastructure development, and telecommunication business development;

11. Other ancillary services relating to those contained in paragraphs 1 through 10 above; and

12. Such other services as the Company's Board of Directors may reasonably request from time to time.

UtiliCorp will identify and dedicate a team comprising members of UtiliCorp's and its subsidiaries' management to implement the above services.

Section 2. Quarterly Presentation.

UtiliCorp will make a quarterly presentation to the Company's senior management regarding the services being provided under this Agreement, and discussing activities to be undertaken and services to be provided in the future.

Section 3. Fee for Management Services.

In consideration of the advice and services rendered by UtiliCorp to the Company pursuant to Section 1 hereof, the Company shall pay to UtiliCorp on a quarterly basis in arrears a fee of $2,325,000. UtiliCorp shall submit to the Company a quarterly invoice for the services provided to the Company and the fee due to UtiliCorp.

Section 4. Mutual Access and Cooperation.

The parties hereto desire and agree to use their respective reasonable efforts to provide to the other party reasonable access from time-to-time to their respective representatives: (i) to discuss service capabilities, goals and informational requirements as outlined in Section 1 of this Agreement; (ii) to present for consideration by the other party proposals and opportunities for the

provision of services pursuant hereto, (iii) for consultation with the other party regarding acquisition and investment opportunities within the scope of this Agreement or which would have a material effect upon the provision of services contemplated hereby, (iv) to discuss matters in which such party has, or may have, general expertise (which areas of expertise may include, without limitation, commodity trading, origination, engineering and the financial analysis, modeling and structuring of proposed transactions) and (v) otherwise to explore and evaluate ways in which the Company and UtiliCorp might work together to enhance the Company's business.

In connection with the foregoing, the parties hereto shall, as appropriate, use reasonable efforts (i) to arrange meetings from time-to-time between their respective representatives to discuss such matters, (ii) to provide to the other party from time-to-time reasonable access to information pertinent to the objectives of this Agreement and (iii) to otherwise enhance cooperation and communication between UtiliCorp and its affiliates on the one hand and the Company on the other hand to facilitate access to information and personnel, subject, however, to limitations imposed by applicable law and existing confidentiality obligations as well as internal policies regarding the maintenance of the confidentiality of proprietary data and other commercially sensitive information.

Section 5. Term and Termination.

This Agreement shall have a term of six (6) years, which can be extended at the mutual agreement of the parties. Each party hereto may during the existence of the arrangements between the Company and UtiliCorp engage in or have business relations with competitors of the other parties and/or their affiliates. The Company shall have the right to terminate this Agreement at any time if in the reasonable judgment of the Company's Board of Directors changes in the nature of the relationship between the Company and UtiliCorp makes effective provision of the services to be provided hereunder unlikely, provided that the Company consults with UtiliCorp at least sixty (60) days prior to such termination regarding the reasons therefor and affords UtiliCorp the opportunity to consult with and take such actions as are reasonably necessary to remedy the Company's Board of Director's reason(s) for terminating this Agreement. If upon the conclusion of the sixty (60) day period referenced in the preceding sentence the parties are in good faith unable to agree to continue this Agreement, then this Agreement shall be terminated and UtiliCorp shall promptly refund to the Company any amounts paid to it pursuant to Section 3 of this Agreement for management services rendered during such sixty (60) day period.

Section 6. Protection of Employees.

From and after the date hereof until the date one (1) year after the term of this Agreement has expired, each party hereto shall not, and shall cause its respective wholly owned subsidiaries not to, solicit to employ any of the employees of the other party or its affiliates with whom the soliciting party or its affiliates had contact in connection with the transactions contemplated hereby; provided, however, that any such solicitation shall not be a breach of this Section if (i) the personnel who performed such solicitation have no knowledge of this Agreement or the transactions contemplated hereby and (ii) none of the soliciting party's (or any of its affiliates') personnel who have knowledge of this Agreement or the transactions contemplated hereby have

actual knowledge of any such solicitation. The term "solicit to employ" shall not be deemed to include general solicitations of employment not specifically directed towards employees of a party hereto or its affiliates.

Section 7. Confidentiality.

In connection with the matters described in this Agreement, each party may provide to the other certain information that is confidential, proprietary or otherwise not generally available to the public. As a condition to furnishing such information the parties agree as follows:

(a) Nondisclosure of Confidential Information. From and after the date hereof, until the date two years after the disclosure of the particular Confidential Information (as defined below), such Confidential Information shall be used solely in connection with the matters contemplated by this Agreement, and the recipient of the Confidential Information shall not disclose the Confidential Information to any person other than those of its directors, officers, employees, lenders, counsel, representatives and Affiliates, if any (those such persons who actually receive any confidential information hereunder being collectively, the "Representatives") who need to know the Confidential Information. It is understood that (i) the Representatives shall be informed of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described herein and (ii) in any event, the party receiving Confidential Information shall be responsible for any breach of this Section by any of its Representatives. Each party may also disclose the Confidential Information in order to comply with any applicable law, order, regulation or ruling or stock exchange rule. The term "person" as used in this Section 7 shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(b) Definition of "Confidential Information". As used herein, "Confidential Information" means all information that is furnished under this Agreement by a party hereto, and which is confidential, proprietary or otherwise not generally available to the public. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Section: (i) information that is or becomes generally available to the public other than as a result of a breach of this Section by the party receiving such information or its Representatives; (ii) information that, prior to being furnished pursuant hereto, was already in the files of the party receiving such information or its Representatives from another source not known to be subject to any prohibition against transmitting the information; or (iii) information that becomes available to the party receiving such information or its Representatives from another source not known to be subject to any prohibition against transmitting the information.

(c) Return of Information. The written Confidential Information, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the party receiving the Confidential Information, will be returned promptly upon any request made

during the two year period referred to in Section 7(a) above, and no copies shall be retained by the party receiving the Confidential Information or its Representatives. That portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the party receiving the Confidential Information, oral Confidential Information and written Confidential Information not so requested or returned will be held by the party receiving the Confidential Information and kept subject to the terms of this Section, or destroyed.

(d) Remedies. Both parties acknowledge that remedies at law may be inadequate to protect the disclosing party against any actual or threatened breach of this Agreement by the recipient, and without prejudice to any other rights and remedies otherwise available to the disclosing party, agree to the granting of injunctive relief in favor of the disclosing party without proof of actual damages. If the disclosing party is required to post a bond to obtain injunctive relief, the parties agree that such bond shall not exceed One Thousand Dollars ($1,000).

Section 8. No Authority to Bind; No Fiduciary Relationship.

Neither party hereto shall have the authority to bind or to purport to bind the other party hereto. The parties agree that no employment, agency, joint venture, partnership, advisory or fiduciary relationship shall be deemed to exist or arise between them with respect to the transactions contemplated by this Agreement; any such relationship shall exist only as expressly stated in any future definitive agreements.

Section 9. Publicity.

Any press release or other public announcement regarding or relating to the existence of this Agreement and its contents shall be mutually agreed upon by the parties.

Section 10. Miscellaneous.

(a) Dispute Resolution. Any action, dispute, claim or controversy of any kind now existing or hereafter arising between the Company and UtiliCorp arising out of, pertaining to this Agreement or the transactions contemplated hereby ("Dispute") shall be resolved by binding arbitration in accordance with the terms hereof. Any party may, by summary proceedings, bring an action in court to compel arbitration of any Dispute. Any arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with the terms of this Section 10, the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the Federal Arbitration Act. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. Any arbitration shall be conducted before a panel of three arbitrators. Such panel shall consist of one person designated by the Company, one designated by UtiliCorp and one designated by their designees. The arbitrators designated by the parties are not required to be neutral. If a party fails to designate an arbitrator within 10 calendar days after the filing of the Dispute with the AAA, or the parties' arbitrators fail to

designate a third arbitrator within 30 calendar days after the later of their appointments, such arbitrator shall be appointed by the AAA. An arbitration proceeding hereunder shall be concluded within 180 calendar days of the filing of the Dispute with the AAA. Arbitration proceedings shall be conducted in Kansas City, Missouri. Arbitrators shall be empowered to award sanctions and to take such other actions as they deem necessary, to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. No award by the arbitrators shall assess consequential, punitive or exemplary damages but may assess costs and expenses in a manner deemed equitable. The arbitrators shall make specific written findings of fact and conclusions of law. The decision of the arbitrators shall be final and binding on each party.

(b) Communications. All notices and other communications provided for or permitted hereunder shall be made in writing by telecopy, courier service or personal delivery:

i. if to UtiliCorp, initially at the address set forth on the signature page of this Agreement, and

ii. if to the Company, initially at the address set forth on the signature page of this Agreement,

and thereafter in each case at such other address, notice of which is given in accordance with the provisions of this Section 10.

All such notices and communications shall be deemed to have been received at the time delivered by hand, if personally delivered; when receipt acknowledged, if telecopied or sent via Internet electronic mail; and when actually received, if sent by any other means.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

(d) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(e) Governing Law. The laws of the State of Missouri shall govern this Agreement without regard to principles of conflict of laws.

(f) Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting or impairing the validity or enforceability of such provision in any other jurisdiction, and the parties shall

thereafter adopt such other, enforceable provisions as are necessary to ensure that the parties realize the benefit of their bargain that would otherwise be adversely affected by any such prohibition or unenforceability.

(g) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter, except for provisions in other agreements between the parties dealing with confidentiality and the protection of employees, which provisions shall continue in full force and effect independently of this Agreement.

(h) Attorney's Fees. In any action or proceeding brought to enforce any provision of this Agreement or an arbitration award, the successful party shall be entitled to recover reasonable attorneys' fees in addition to its costs and expenses and any other available remedy.

(i) Amendment. This Agreement may be amended only by means of a written amendment signed by the Company and UtiliCorp.

(j) No Presumption. In the event any claim is made by a party relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

(k) References to this Agreement. References to numbered or lettered articles, section, and subsections refer to articles, sections, and subsections, respectively, of this Agreement unless otherwise expressly stated.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

QUANTA SERVICES, INC.
1360 Post Oak Blvd., Suite 2100
Houston, Texas 77056

/s/ BRAD EASTMAN
By: _____

Name: Brad Eastman
Title: Vice President and General Counsel

UTILICORP UNITED INC.
Twenty West Ninth Street
Kansas City, Missouri 64105

/s/ ROBERT K. GREEN
By: _____

Name: Robert K. Green
Title: President

Exhibit 10.15

Quanta Services, Inc.
1360 Post Oak Blvd., Suite 2100
Houston, Texas 77056

September 21, 1999

UtiliCorp United Inc.
Twenty West Ninth Street
Kansas City, Missouri 64105

Gentlemen:

Notwithstanding anything to the contrary contained in that certain Management Services Agreement ("Agreement") dated as of September 21, 1999 by and between Quanta Services, Inc. ("Company") and UtiliCorp United Inc. ("UtiliCorp"), to the extent that the Company is in default under the Credit Agreement or the Notes (as such terms are hereinafter defined), or to the extent that payment of any portion of the management services fee provided for in the Agreement ("Management Services Fee") would cause the Company to be in violation of the covenants (giving pro forma effect to the payment of such fee) set forth in (i) the Third Amended and Restated Secured Credit Agreement dated as of June 14, 1999 among the Company and the several financial institutions named therein as lenders ("Credit Agreement"), or (ii) the Convertible Subordinated Notes issued by the Company to Enron Capital & Trade Resources Corp. and Joint Energy Development Investments II Limited Partnership, respectively, and the Securities Purchase Agreement dated as of September 29, 1998 related thereto (collectively, the "Notes"), or as the Credit Agreement or the Notes may be amended, modified, supplemented or increased from time to time and including any other agreements executed in connection with any refinancing of the indebtedness incurred thereunder, then the Company shall pay only such portion of the Management Services Fee as will allow it to remain in compliance with the covenants of the Credit Agreement and the Notes. In that event, any unpaid Management Services Fee balance shall be added to the next regularly scheduled payment and shall be due and payable therewith (but subject to the same limitations set forth in the preceding sentence with respect to compliance with the Credit Agreement and the Notes).

[Signature Page Follows]

[Signature Page]

Very truly yours,

Quanta Services, Inc.

By: /s/ BRAD EASTMAN
_____
Brad Eastman
Vice President and General Counsel

Accepted and Agreed:

UtiliCorp United Inc.

By: /s/ ROBERT K. GREEN
_____
Robert K. Green
President

Exhibit 10.16

STRATEGIC ALLIANCE AGREEMENT

This Strategic Alliance Agreement ("Agreement") is made and entered into as of September 21, 1999, by and between Quanta Services, Inc., a Delaware corporation ("Company") and UtiliCorp United Inc., a Delaware corporation ("UtiliCorp").

RECITAL

This Agreement is made pursuant to the Securities Purchase Agreement, dated as of September 21, 1999, by and between the Company and UtiliCorp ("Securities Purchase Agreement"). In order to provide mutual inducements to enter into the Securities Purchase Agreement in addition to those expressly stated in the Securities Purchase Agreement, the Company has agreed to use reasonable commercial efforts to provide certain services to UtiliCorp and UtiliCorp has agreed to use reasonable commercial efforts to contract with the Company for such services on the terms and conditions set forth in this Agreement. Pursuant to the Securities Purchase Agreement, UtiliCorp will acquire shares of the Company's Convertible Preferred Stock ("Preferred Stock") which will entitle UtiliCorp to convert the Preferred Stock into shares of Common Stock, par value $0.00001 per share, of the Company. The execution and delivery of this Agreement shall occur contemporaneously with the Closing (as defined in the Securities Purchase Agreement). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed thereto in the Securities Purchase Agreement.

AGREEMENT

The parties agree as follows:

Section 1. Services to be Performed by the Company.

UtiliCorp will use the Company, subject to the Company's ability to perform services in designated locations, as a preferred contractor in outsourced transmission and distribution infrastructure construction and maintenance and natural gas distribution construction and maintenance in all areas serviced by UtiliCorp, provided that the Company provides such services at a competitive cost that is demonstrably equal to or better than current market rates for such services when the quality of the Company's services is considered. UtiliCorp and the Company will also discuss and explore the Company's potential purchase of other electric transmission and distribution and natural gas contractors owned by or affiliated with UtiliCorp and will negotiate in good faith with respect to proposed terms of acquisition in the event that UtiliCorp determines to dispose of any such contractors owned by or affiliated with UtiliCorp. In furtherance of these objectives, the parties agree that UtiliCorp shall regularly provide the Company the following to the extent pertinent to the provision of services pursuant to this Agreement:

(a) Evaluation of "value engineering" proposals;

(b) Recommendations for improvement and cost reduction between UtiliCorp, its Affiliates and the Company; and

(c) Evaluations by UtiliCorp and its Affiliates of "value added" proposals submitted by the Company and timely responses to inquiries or requests for clarification or pertinent further documentation by the Company related to any of the foregoing matters.

UtiliCorp and the Company acknowledge their mutual intent to facilitate communications between them in furtherance of the design, construction, maintenance, and timely and cost-effective completion of projects aimed at ensuring the high quality of the transmission and distribution systems of UtiliCorp and its Affiliates. In addition, UtiliCorp and the Company acknowledge the need to meet from time-to-time to evaluate each party's performance with respect to the objectives provided for in this Agreement.

Section 2. Mutual Access and Cooperation.

The parties hereto desire and agree to use their respective reasonable efforts to provide to the other party reasonable access from time-to-time to their respective representatives: (i) to discuss service capabilities, goals and informational requirements as outlined in Section 1 of this Agreement; (ii) to present for consideration by the other party proposals and opportunities for the provision of services pursuant hereto, (iii) for consultation with the other party regarding acquisition and investment opportunities within the scope of this Agreement or which would have a material effect upon the provision of services contemplated hereby, (iv) to discuss matters in which such party has, or may have, general expertise (which areas of expertise may include, without limitation, commodity trading, origination, engineering and the financial

analysis, modeling and structuring of proposed transactions) and (v) otherwise to explore and evaluate ways in which the Company and UtiliCorp might work together to enhance their respective businesses.

In connection with the foregoing, the parties hereto shall, as appropriate, use reasonable efforts (i) to arrange meetings from time-to-time between their respective representatives to discuss such matters, (ii) to provide to the other party from time-to-time reasonable access to information pertinent to the objectives of this Agreement and (iii) to otherwise enhance cooperation and communication between UtiliCorp and its Affiliates on the one hand and the Company on the other hand to facilitate access to information and personnel, subject, however, to limitations imposed by applicable law and existing confidentiality obligations as well as internal policies regarding the maintenance of the confidentiality of proprietary data and other commercially sensitive information.

It is the intent of the parties to work cooperatively in connection with the foregoing towards the goal of mutually beneficial discussions, relations and transactions.

Section 3. Term.

This Agreement shall have a term of six (6) years, which can be extended at the mutual agreement of the parties. Each party hereto may during the existence of the arrangements between the Company and UtiliCorp engage in or have business relations with competitors of the other parties and/or their Affiliates.

Section 4. Protection of Employees.

From and after the date hereof until the date one (1) year after the term of this Agreement has expired, each party hereto shall not, and shall cause its respective wholly owned subsidiaries not to, solicit to employ any of the employees of the other party or its Affiliates with whom the soliciting party or its Affiliates had contact in connection with the transactions contemplated hereby; provided, however, that any such solicitation shall not be a breach of this Section if (i) the personnel who performed such solicitation have no knowledge of this Agreement or the transactions contemplated hereby and (ii) none of the soliciting party's (or any of its Affiliates') personnel who have knowledge of this Agreement or the transactions contemplated hereby have actual knowledge of any such solicitation. The term "solicit to employ" shall not be deemed to include general solicitations of employment not specifically directed towards employees of a party hereto or its Affiliates.

Section 5. Confidentiality.

In connection with the matters described in this Agreement, each party may provide to the other certain information that is confidential, proprietary or otherwise not generally available to the public. As a condition to furnishing such information the parties agree as follows:

(a) Nondisclosure of Confidential Information. From and after the date hereof, until the date two years after the disclosure of the particular Confidential Information (as defined below), such Confidential Information shall be used solely in connection with the matters contemplated by this Agreement, and the recipient of the Confidential Information shall not disclose the Confidential Information to any person other than those of its directors, officers, employees, lenders, counsel, representatives and Affiliates, if any (those such persons who actually receive any confidential information hereunder being collectively, the "Representatives") who need to know the Confidential Information. It is understood that (i) the Representatives shall be informed of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described herein and (ii) in any event, the party receiving Confidential Information shall be responsible for any breach of this Section by any of its Representatives. Each party may also disclose the Confidential Information in order to comply with any applicable law, order, regulation or ruling or stock exchange rule. The term "person" as used in this Section 5 shall be broadly

interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(b) Definition of "Confidential Information". As used herein, "Confidential Information" means all information that is furnished under this Agreement by a party hereto, and which is confidential, proprietary or otherwise not generally available to the public. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Section: (i) information

that is or becomes generally available to the public other than as a result of a breach of this Section by the party receiving such information or its Representatives; (ii) information that, prior to being furnished pursuant hereto, was already in the files of the party receiving such information or its Representatives from another source not known to be subject to any prohibition against transmitting the information; or (iii) information that becomes available to the party receiving such information or its Representatives from another source not known to be subject to any prohibition against transmitting the information.

(c) Return of Information. The written Confidential Information, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the party receiving the Confidential Information, will be returned promptly upon any request made during the two year period referred to in Section 5(a) above, and no copies shall be retained by the party receiving the Confidential Information or its Representatives. That portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the party receiving the Confidential Information, oral Confidential Information and written Confidential Information not so requested or returned will be held by the party receiving the Confidential Information and kept subject to the terms of this Section, or destroyed.

(d) Remedies. Both parties acknowledge that remedies at law may be inadequate to protect the disclosing party against any actual or threatened breach of this Agreement by the recipient, and without prejudice to any other rights and remedies otherwise available to the disclosing party, agree to the granting of injunctive relief in favor of the disclosing party without proof of actual damages. If the disclosing party is required to post a bond to obtain injunctive relief, the parties agree that such bond shall not exceed One Thousand Dollars ($1,000).

Section 6. No Authority to Bind; No Fiduciary Relationship.

Neither party hereto shall have the authority to bind or to purport to bind the other party hereto. The parties agree that no employment, agency, joint venture, partnership, advisory or fiduciary relationship shall be deemed to exist or arise between them with respect to the transactions contemplated by this Agreement; any such relationship shall exist only as expressly stated in any future definitive agreements.

Section 7. Publicity.

Any press release or other public announcement regarding or relating to the existence of this Agreement and its contents shall be mutually agreed upon by the parties.

Section 8. Miscellaneous.

(a) Dispute Resolution. Any action, dispute, claim or controversy of any kind now existing or hereafter arising between the Company and UtiliCorp arising out of, pertaining to this Agreement or the transactions contemplated hereby ("Dispute") shall be resolved by binding arbitration in accordance with the terms hereof. Any party may, by summary proceedings, bring an action in court to compel arbitration of any Dispute. Any arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with the terms of this Section 8, the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the Federal Arbitration Act. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. Any arbitration shall be conducted before a panel of three arbitrators. Such panel shall consist of one person designated by the Company, one designated by UtiliCorp and one designated by their designees. The arbitrators designated by the parties are not required to be neutral. If a party fails to designate an arbitrator within 10 calendar days after the filing of the Dispute with the AAA, or the parties' arbitrators fail to designate a third arbitrator within 30 calendar days after the later of their appointments, such arbitrator shall be appointed by the AAA. An arbitration proceeding hereunder shall be concluded within 180 calendar days of the filing of the Dispute with the AAA. Arbitration proceedings shall be conducted in Kansas City, Missouri. Arbitrators shall be empowered to award sanctions and to take such other actions as they deem necessary, to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. No award by the arbitrators shall assess consequential, punitive or exemplary damages but may assess

costs and expenses in a manner deemed equitable. The arbitrators shall make specific written findings of fact and conclusions of law. The decision of the arbitrators shall be final and binding on each party.

(b) Communications. All notices and other communications provided for or permitted hereunder shall be made in writing by telecopy, courier service or personal delivery:

i. if to UtiliCorp, initially at the address set forth in the Securities Purchase Agreement, and

ii. if to the Company, initially at its address set forth in the Securities Purchase Agreement,

and thereafter in each case at such other address, notice of which is given in accordance with the provisions of this Section 8.

All such notices and communications shall be deemed to have been received at the time delivered by hand, if personally delivered; when receipt acknowledged, if telecopied or sent via Internet electronic mail; and when actually received, if sent by any other means.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

(d) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(e) Governing Law. The laws of the State of Missouri shall govern this Agreement without regard to principles of conflict of laws.

(f) Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting or impairing the validity or enforceability of such provision in any other jurisdiction.

(g) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter, except for provisions in other agreements between the parties dealing with confidentiality and the protection of employees, which provisions shall continue in full force and effect independently of this Agreement.

(h) Attorney's Fees. In any action or proceeding brought to enforce any provision of this Agreement or an arbitration award, the successful party shall be entitled to recover reasonable attorneys' fees in addition to its costs and expenses and any other available remedy.

(i) Amendment. This Agreement may be amended only by means of a written amendment signed by the Company and UtiliCorp.

(j) No Presumption. In the event any claim is made by a party relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of

proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

(k) References to this Agreement. References to numbered or lettered

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articles, section, and subsections refer to articles, sections, and subsections, respectively, of this Agreement unless otherwise expressly stated.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

QUANTA SERVICES, INC.

/s/ BRAD EASTMAN
By:_____

Name: Brad Eastman
Title: Vice President and General Counsel

UTILICORP UNITED INC.

/s/ ROBERT K. GREEN
By:_____

Name: Robert K. Green
Title: President

EXHIBIT 10.17

STOCKHOLDER'S VOTING AGREEMENT

THIS STOCKHOLDER'S VOTING AGREEMENT ("Agreement") is made as of this 21st day of September 1999, by and among UtiliCorp United Inc., a Delaware corporation ("UtiliCorp"), Quanta Services, Inc., a Delaware corporation ("Quanta"), and the undersigned stockholder of Quanta (the "Stockholder").

RECITALS

A. The Stockholder owns certain outstanding shares of the capital stock of Quanta.

B. UtiliCorp is purchasing, concurrently herewith pursuant to that certain Securities Purchase Agreement of even date herewith (the "Purchase Agreement"), shares of Quanta's Series A convertible preferred stock (the "Purchased Shares").

C. The Stockholder and UtiliCorp wish to ensure that UtiliCorp is able to hold and exit its investment in a tax-efficient manner.

D. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

AGREEMENT

In consideration of the benefits to be received by the Stockholder from UtiliCorp's investment in the Purchased Shares, the consummation of the sale and purchase of the Purchased Shares, and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Voting of Shares. At any and all meetings of stockholders (or in any written consent action of stockholders) of Quanta, called or held (or submitted) for the purpose of voting to approve any of the following proposals, the Stockholder shall vote or cause to be voted all shares of Quanta's Capital Stock at any time owned by him or over which he has voting control ("Shares"), and otherwise use his best efforts while he owns or has voting control over such Shares, so as to approve:

(a) any proposal recommended by the Quanta Board of Directors for the purpose of enabling UtiliCorp to exit its investment in the Capital Stock of Quanta in the most tax efficient manner (as determined by UtiliCorp in the reasonable exercise of its discretion), including, but not limited to, a redemption or a series of redemptions at fair market price or a recapitalization of UtiliCorp's interest in Quanta and its operations on a pretax basis;

(b) any proposal recommended by the Quanta Board of Directors for the purpose of enabling UtiliCorp to hold shares of Common Stock acquired in open market or privately negotiated transactions in the most tax efficient manner (as determined by UtiliCorp in the reasonable exercise of its discretion), including but not limited to, the grant of a right to

convert or exchange such shares of Common Stock into or for a new series of preferred stock or a different class of common stock, in each case, having attributes similar to the Purchased Shares; and

(c) any ancillary actions that are necessary or appropriate to effectuate and implement the foregoing proposals in paragraphs (a) and (b) of this Section 1.

2. Binding Effect. This Agreement shall be binding upon the Stockholder and his respective heirs, executors, administrators, legal representatives, and successors.

3. Term and Termination. This Agreement will commence on the date first above written and terminate automatically at any time that UtiliCorp's Fully Diluted Ownership Ratio (as defined in Quanta's Certificate of Incorporation, as amended) is less than 5%.

4. No Revocation. The voting agreements contained herein are coupled with an interest and may not be revoked, except by written consent of UtiliCorp.

5. Deposit of Agreement. A counterpart of this Agreement will forthwith be deposited with Quanta at its Secretary's office.

6. General.

(a) Severability. The provisions of this Agreement are severable, so that the invalidity or unenforceability of any provision of this Agreement shall not

affect the validity or enforceability of any other term or provision of this Agreement, which shall remain in full force and effect.

(b) Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, UtiliCorp will be entitled to specific performance of the agreements and obligations of Quanta and the Stockholder hereunder and to such other injunctive or other equitable relief as may be granted by a court of competent jurisdiction.

(c) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri.

(d) Notices. Any and all notices required to be made under this Agreement shall be in writing, signed by the party giving such notice and will be delivered personally, or sent by registered or certified mail, return receipt requested, telecopy, or air courier guaranteeing overnight delivery to UtiliCorp, Quanta and the Stockholder at their respective addresses as follows:

If to UtiliCorp:

UtiliCorp United Inc.
20 West Ninth Street
Kansas City, Missouri 64105
Attention: Robert K. Green, President
Telecopier: (816) 467-3595
E-mail: bgreen@utilicorp.com

If to the Company:

Quanta Services, Inc.
1360 Post Oak Boulevard, Suite 2100
Houston, Texas 77056
Attention: Vice President and General Counsel
Telecopier: (713) 629-7676
E-mail: beastman@quantaservices.com

If to the Stockholder:

(See address shown on the signature page).

(e) Complete Agreement; Amendments. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof. No amendment, modification or termination of any provision of this Agreement shall be valid unless in writing and signed by the parties hereto.

(f) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice-versa.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one Agreement binding on all the parties hereto.

(h) Captions. Captions of sections have been added only for convenience and shall not be deemed to be a part of this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

UILICORP UNITED INC.,
a Delaware corporation

By _____
Name: Robert K. Green
Title: President

QUANTA SERVICES, INC.,
a Delaware corporation

By _____
Name: _____
Title: _____

STOCKHOLDER

____
Name: ____________________________
Address: ____________________________
____
Fax: ____________________________
E-mail: ____________________________

SIGNATURE PAGE TO
STOCKHOLDER'S VOTING AGREEMENT

Exhibit 10.18

FIRST AMENDMENT TO
THIRD AMENDED AND RESTATED SECURED CREDIT AGREEMENT

THIS FIRST AMENDMENT TO THIRD AMENDED AND RESTATED SECURED CREDIT AGREEMENT (this "Amendment") is entered into as of September 21, 1999, among Quanta Services, Inc., a Delaware corporation ("Borrower"), the lenders from time to time parties thereto (each a "Lender" and collectively "Lenders"), and BANK OF AMERICA, N.A., f/k/a NationsBank, N.A., as administrative agent for the Lenders (in such capacity, the "Agent"). Capitalized terms used but not defined in this Amendment have the meaning given such terms in the Credit Agreement (defined below).

RECITALS

A. The Borrower and the Lenders entered into that certain Third Amended and Restated Secured Credit Agreement dated as of June 14, 1999 (the "Credit Agreement").

B. The Borrower proposes to issue to Utilicorp United Inc. ("Utilicorp") perpetual preferred stock which, among other things, (i) will have a dividend at a 0.5% annual coupon rate, (ii) will be convertible into common stock of the Borrower at the option of Utilicorp, and (iii) is not subject to mandatory redemption by the Borrower at the request of Utilicorp.

C. The Borrower and the Lenders have agreed to amend the Credit Agreement, to accommodate the issuance of the preferred stock, subject to the terms and conditions set out in the Amendment.

D. The Borrower has requested certain other modifications to the Credit Agreement and the Lenders are willing to make such modifications, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agree as follows:

1. The definitions shall be added to Section 1.1 of the Credit Agreement:
2.

"Management Fee" means the management fee due from the Borrower to Utilicorp under the terms of the management services agreement between the Borrower and Utilicorp under which Utilicorp will provide to the Borrower advice regarding (a) corporate and strategic planning, (b) the development, evaluation, and marketing of the Borrower's products and services, (c) identifying potential acquisition candidates and additional business opportunities, and (d) other similar or related services.

"Preferred Stock" means the perpetual preferred stock issued by the Borrower to Utilicorp which (a) has a dividend at a 0.5% annual coupon rate payable for 6 years after the date of issuance, (b) is convertible into common stock of the Borrower at the option of Utilicorp at a conversion price which is fixed (or the method of its determination is fixed) on the date issued, (c) is not subject to voluntary redemption by the Borrower or mandatory redemption by the Borrower at the request of Utilicorp, (d) participates with the Borrower's common stock in permitted distributions, (e) has voting rights equal to the number of shares into which it could be converted as of the applicable record date, (f) has preemptive rights to maintain its proportionate equity ownership in the Borrower, and (g) gives the Borrower the option to pay, defer, or pay in kind any scheduled dividend. "Utilicorp" means Utilicorp United Inc., a Delaware corporation.

1. The definition of EBITDA in Section 1.1 of the Credit Agreement shall be deleted in its entirety and replaced with the following:
2.

"EBITDA" means, for any period, on a trailing four fiscal quarter basis (using the historical financial results of any business acquired in an Acquisition through the Effective Date, to the extent applicable, all on a pro forma basis, consistent with SEC regulations), the sum of (i) Consolidated Net Income plus each of the following to the extent actually deducted in determining Consolidated Net Income, (a) Consolidated Interest Expense, and (b) provisions for taxes based on income or revenues, plus (ii) the amount of the Management Fee expensed during such period, (iii) the amount of all depreciation and amortization expense deducted in determining Consolidated Net Income, and adjusted for (iv) Non-Cash Charges, all calculated on a consolidated basis for the Borrower and its

Subsidiaries and as determined in accordance with GAAP. Upon the consummation of any Acquisition after the Effective Date, EBITDA may be calculated, subject to the immediately following sentence, using a calculation which (y) includes the historical financial results of the acquired business on a pro forma trailing four fiscal quarter basis (consistent with SEC regulations), and (z) assumes that the consummation of such Acquisition (and the incurrence, refinancing, or assumption of any Indebtedness in connection with such Acquisition) occurred on the first day of the trailing four fiscal quarter period. The foregoing adjustment to EBITDA to take into account an Acquisition may only be made if the balance sheet and statements of income, retained earnings, and cash flows of the acquired Person (or the Person from whom the assets, securities or other equity interests were acquired), are in compliance with SEC regulations and requirements regarding the preparation and presentation of historical financial information and pro forma financial information.

1. The definition of Minimum Interest Coverage Ratio in Section 1.1 of the Credit Agreement shall be deleted in its entirety and replaced with the following:
2.

"Minimum Interest Coverage Ratio" means, for any period, the ratio of (a) EBIT plus the amount of the Management Fee expensed during such period, to (b) the sum of Consolidated Interest Expense, plus the amount of any dividend or distribution in respect of the Preferred Stock paid or scheduled to be paid during such period, plus the amount of the Management Fee paid during such period.

1. Section 6.10(a) of the Credit Agreement shall be deleted in its entirety and replaced with the following:
2.

"(a) the Borrower may not pay any dividends or other distributions on its capital stock, provided that, if no Default then exists or results therefrom, the Borrower may pay scheduled dividends in respect of the Preferred Stock."

1. Section 6.11(a) of the Credit Agreement shall be deleted in its entirety and replaced with the following:
2.

"(a) the Borrower or any of its Subsidiaries may merge into or consolidate with, make an Acquisition or otherwise purchase or acquire all or substantially all of the assets or stock of any other Person, if in respect of such merger, consolidation, purchase

or Acquisition, (i) the Borrower is the surviving entity to any such merger or consolidation to which the Borrower is a party, or, if the Borrower is not a party to such transaction, a Subsidiary is the surviving entity to any such merger or consolidation (or the other Person will thereby become a Subsidiary), (ii) the nature of the business of such acquired Person is a Permitted Business; (iii) no Default or Event of Default shall have occurred and be continuing or would otherwise be existing as a result of such merger, consolidation, purchase or Acquisition, (iv) such merger, consolidation, purchase or Acquisition is non-hostile in nature; and (v) either (y) the aggregate amount of (without duplication) (1) the cash purchase price paid, (2) the Borrowings under this Agreement in respect of such consolidation, purchase or Acquisition, and (3) the Indebtedness of such acquired Person assumed or otherwise refinanced by the Borrower or any of its Subsidiaries, does not exceed, for any single Acquisition (after deducting the amount of cash and Cash Equivalents held by such acquired Person), an amount equal to 7.5% of Consolidated Net Worth as of the end of the immediately preceding fiscal quarter, or (z) (1) prior to the consummation of such merger, consolidation, purchase or Acquisition, the Borrower shall have delivered to the Agent (which the Agent shall promptly provide to each Lender) a report signed by an executive officer of the Borrower which shall contain calculations demonstrating the Borrower's compliance with Sections 6.20, 6.21, 6.22, and 6.23 (which calculation may use historical financial results of the acquired business provided the calculation (A) is made on a trailing four fiscal quarter pro forma basis (consistent with SEC regulations), (B) assumes that the consummation of such merger, consolidation, purchase or Acquisition (and the incurrence, refinancing, or assumption of any Indebtedness in connection with such Acquisition) occurred on the first day of the trailing four-quarter fiscal period, and (C) is based on a balance sheet and statements of income, retained earnings, and cash flows of the acquired Person (or the Person from whom the assets, securities or other equity interests were acquired), which are in compliance with SEC regulations and requirements regarding the preparation and presentation of historical financial information and pro forma financial information, and (2) the Majority Lenders have given their prior written consent to such merger, consolidation, purchase or Acquisition."

1. Section 6.15(f) of the Credit Agreement shall be deleted in its entirety and replaced with the following:

2.

"(f) loans to employees of the Borrower or any of its Subsidiaries, provided that all such loans shall not exceed $10,000,000 at any one time;"

1. A new section, Section 6.25, will be added to the Credit Agreement and will read as follows:

2.

Section 6.25 Management Fee. The Management Fee may not (a) be paid if a Default exists or would result from such payment, or (b) exceed, in any fiscal year of the Borrower, 5%, calculated on an annual basis, of the outstanding amount of the Preferred Stock during such period (taking into account the issuance of additional Preferred Stock and the conversion of any Preferred Stock into common stock of the Borrower).

1. Conditions. This Amendment shall not be effective until each of the following have been delivered to Agent:

2.

(a) this Amendment signed by the Borrower, Guarantors, and Required Lenders; and

(a) such other documents as Agent may reasonably request.

2. Fees and Expenses. The Borrower agrees to pay the reasonable fees and expenses of counsel to Agent for services rendered in connection with the preparation, negotiation and execution of this Amendment.

3.

4. Representations and Warranties. The Borrower and Guarantors represent and warrant to the Lenders that they possess all requisite power and authority to execute, deliver and comply with the terms of this Amendment, which has been duly authorized and approved by all requisite corporate action on the part of the Borrower and Guarantors, for which no consent of any Person is required, and which will not violate their respective organizational documents, and agree to furnish the Lenders with evidence of such authorization and approval upon request. The Borrower and Guarantors further represent and warrant to the Lenders that (a) the representations and warranties in each Credit Document to which they are a party are true and correct in all material respects on and as of the date of this Amendment as though made on the date of this Amendment (except to the extent that (i) such representations and warranties speak to a specific date or (ii) the facts on which such representations and warranties are based have been changed by transactions contemplated by the Credit Agreement), (b) it is in full compliance with all covenants and agreements contained in each Credit Document to which it is a party, and (c) no Default or Potential Default has occurred and is continuing.

5.

6. Scope of Amendment; Reaffirmation; Release. Except as affected by this Amendment, the Credit Documents are unchanged and continue in full force and effect. However, in the event of any inconsistency between the terms of the Credit Agreement as hereby amended and any other Credit Document, the terms of the Credit Agreement shall control and such other document shall be deemed to be amended hereby to conform to the terms of the Credit Agreement. All references to the Credit Agreement shall refer to the Credit Agreement as amended by this Amendment. The Borrower and Guarantors hereby reaffirm their respective obligations under, and agree that, all Credit Documents to which they are a party remain in full force and effect and continue to evidence their respective legal, valid and binding obligations enforceable in accordance with their terms (as the same are affected by this Amendment). The Borrower and Guarantors hereby release the Lenders from any liability for actions or failures to act in connection with the Credit Documents prior to the date hereof. This Amendment shall be binding upon and inure to the benefit of each of the undersigned and their respective successors and permitted assigns.

7.

8. Miscellaneous.

9.

(a) No Waiver of Defaults. This Amendment does not constitute a waiver of, or a consent to, any present or future violation of or default under, any provision of the Credit Documents, or a waiver of the Lenders' right to insist upon future compliance with each term, covenant, condition and provision of the Credit Documents, and the Credit Documents shall continue to be binding upon, and inure to the benefit of, the Borrower, Guarantors, and the Lenders and their respective successors and assigns.

(a) Form. Each agreement, document, instrument or other writing to be furnished Agent under any provision of this instrument must be in form and substance satisfactory to Agent and its counsel.

(a) Multiple Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all signatories have signed the same document. All counterparts must be construed together to constitute one and the same instrument.

(a) Governing Law. This Amendment and the other Credit Documents must be construed-and their performance enforced-under Texas law.

1. Entirety. The Credit Documents Represent the Final Agreement Between the Borrower, Guarantors and the Lenders and May Not Be Contradicted by Evidence of Prior, Contemporaneous, or Subsequent Oral Agreements by the Parties. There Are No Unwritten Oral Agreements among the Parties.

2. The Amendment is executed as of the date set out in the preamble to this Amendment.

QUANTA SERVICES, INC.

By: /s/ James H. Haddox
_____
James H. Haddox
Chief Financial Officer

BANK OF AMERICA, N.A., as Administrative Agent and as a Lender

By: /s/ Craig S. Wall
_____
Craig S. Wall
Senior Vice President

BANK ONE, TEXAS, NATIONAL ASSOCIATION, as a Documentation Agent and as a Lender

By: /s/ Greg Smothers
_____
Name: Greg Smothers
Title: Vice President

BANKBOSTON, N.A., as a Documentation Agent and as a Lender

By: /s/ Michael Kane
_____
Name: Michael Kane
Title: Managing Director

CREDIT LYONNAIS NEW YORK BRANCH, as a Managing Agent and as a Lender

By: /s/ Robert Ivosevich
_____
Name: Robert Ivosevich
_____
Title: Senior Vice President
_____

THE BANK OF NOVA SCOTIA, as a Managing Agent and as a Lender

By: /s/ ECH Ashby
_____

Name: ECH Ashby
Title: Senior Manager Loan Operations

NATIONAL CITY BANK, as a Lender

By: /s/ Michael J. Durbin
Name: Michael J. Durbin
Title: Vice President

LASALLE BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Richard J. Kress
Name: Richard J. Kress
Title: Vice President

FIRST UNION NATIONAL BANK, as a Lender

By: /s/ Mark B. Fellar

Name: Mark B. Fellar
Title: Senior Vice President

COMERICA BANK, as a Lender

By: /s/ MARK B. GROVER
Name: Mark B. Grover
Title: Vice President

THE BANK OF TOKYO-MITSUBISHI, LTD., as a Lender

By:
Name: John W. McGhee
Title: Vice President and Manager

CHASE BANK OF TEXAS, N.A., as a Lender

By: /s/ JAMES R. DOLPHIN
Name: James R. Dolphin
Title: Senior Vice President

GUARANTY FEDERAL BANK, F.S.B., as a Lender

By: /s/ KEVIN J. HANIGAN
Name: Kevin J. Hanigan
Title: Senior Vice President

SUNTRUST BANK, ATLANTA, as a Lender

By: /s/ DAVID EDGE
Name: David Edge
Title: Vice President

By: /s/ CAROLYNN S. McMEEKIN
Name: Carolynn S. McMeekin
Title: Assistant Vice President

BANKERS TRUST COMPANY, as a Lender

By: /s/ G. ANDREW KEITH

Name: G. Andrew Keith
Title: Vice President

GUARANTORS' CONSENT AND AGREEMENT

As an inducement to the Lenders to execute, and in consideration of the Lenders' execution of this Amendment, each of the undersigned hereby consents to this Amendment and agrees that the same shall in no way release, diminish, impair, reduce or otherwise adversely affect the obligations and liabilities of the undersigned under their respective Guaranties described in the Credit Agreement executed by the undersigned, or any agreements, documents or instruments executed by any of the undersigned, all of which obligations and liabilities are, and shall continue to be, in full force and effect. This consent and agreement shall be binding upon the undersigned, and their respective successors and assigns, and shall inure to the benefit of the Lenders, and their respective successors and assigns.

Advanced Communication Technologies, Inc., an Oregon corporation
Advanced Communication Technologies Inc., a Washington corporation
Austin Trencher, Inc., a Delaware corporation
Dillard Smith Construction Company, a Delaware corporation
Driftwood Electrical Contractors, Inc., a Delaware corporation
Environmental Professional Associates, Limited, a California
corporation
Fiber Technology, Inc., a Texas corporation
Five Points Construction Co., a Texas corporation
GEM Engineering Co., Inc., a Delaware corporation
Golden State Utility Co., a Delaware corporation
H.L. Chapman Pipeline Construction, Inc., a Delaware corporation
Harker & Harker, Inc., a Nevada corporation
Interstate Equipment Corp., a Delaware corporation
Manuel Bros., Inc., a Delaware corporation
NorAm Telecommunications, Inc., an Oregon corporation
North Pacific Construction Co., Inc., a Delaware corporation
Northern Line Layers, Inc.. a Delaware corporation
PAR Electrical Contractors, Inc., a Missouri corporation
P.D.G. Electric Company, a Florida corporation
Potelco, Inc., a Washington corporation
QSI, Inc., a Delaware corporation
Quanta XVI Acquisition, Inc., a Delaware corporation
Quanta XVII Acquisition, Inc., a Delaware corporation
Quanta XVIII Acquisition, Inc., a Delaware corporation
Quanta XIX Acquisition, Inc., a Delaware corporation
Quanta XXI Acquisition, Inc., a Delaware corporation
Quanta XXII Acquisition, Inc., a Delaware corporation
Quanta XXIII Acquisition, Inc., a Delaware corporation
Quanta XXIV Acquisition, Inc., a Delaware corporation
Quanta XXV Acquisition, Inc., a Delaware corporation
Quanta XXVI Acquisition, Inc., a Delaware corporation
Quanta XXVII Acquisition, Inc., a Delaware corporation
Quanta XXVIII Acquisition, Inc., a Delaware corporation
Quanta XXIX Acquisition, Inc., a Delaware corporation
Quanta XXX Acquisition, Inc., a Delaware corporation
Quanta XXXI Acquisition, Inc., a Delaware corporation
Quanta XXXII Acquisition, Inc., a Delaware corporation
Quanta XXXIII Acquisition, Inc., a Delaware corporation
Quanta XXXIV Acquisition, Inc., a Delaware corporation

Quanta XXXV Acquisition, Inc., a Delaware corporation
Quanta XXXVI Acquisition, Inc., a Delaware corporation
Quanta XXXVII Acquisition, Inc., a Delaware corporation
Quanta XXXVIII Acquisition, Inc., a Delaware corporation

Quanta XXXIX Acquisition, Inc., a Delaware corporation
Quanta XL Acquisition, Inc., a Delaware corporation
Quanta XLI Acquisition, Inc., a Delaware corporation
Quanta Delaware, Inc., a Delaware corporation
Quanta Utility Installation Company, Inc., a Delaware corporation
R. A. Waffensmith & Co., Inc., a Delaware corporation
Seaward Corporation, a Maine corporation
Spalj Construction Company, a Delaware corporation
Span-Con of Deerwood, Inc., a Minnesota corporation
Sullivan Welding, Inc., a Delaware corporation
Sumter Builders, Inc., a Delaware corporation
TTM, Inc., a North Carolina corporation
Telecom Network Specialists, Inc., a Delaware corporation
The Ryan Company, Inc., a Massachusetts corporation
Tom Allen Construction Company, a Delaware corporation
TRANS TECH Electric, Inc., an Indiana corporation
Underground Construction Co., Inc., a Delaware corporation
Union Power Construction Company, a Colorado corporation
VCI Telcom, Inc., a Delaware corporation
W.C. Communications, Inc., a Delaware corporation
W.H.O.M. Corporation, a California corporation
Wilson Roadbores, Inc., a Delaware corporation

By: /s/ BRAD EASTMAN

Brad Eastman, President or Vice President of each Guarantor

Coast To Coast, LLC, a California limited liability company

By: Environmental Professional Associates, Limited, Its Member

By: /s/ BRAD EASTMAN

Brad Eastman, Vice President

By: Quanta Services, Inc., Its Member

By: /s/ BRAD EASTMAN

Brad Eastman, Vice President

Quanta Services Management Partnership, L.P., a Texas limited partnership

By: QSI, Inc., Its General Partner

By: /s/ BRAD EASTMAN

Brad Eastman, Vice President

EXHIBIT 10.19

September 21, 1999

ECT Merchant Investments Corp. ("EMIC")
(as successor to Enron Capital & Trade Resources Corp ("ECT"))
1400 Smith Street
Houston, Texas 77002

Joint Energy Development Investments II Limited Partnership ("JEDI-II")
c/o Enron Corp.
1400 Smith Street
Houston, Texas 77002

Attention: Robert Greer

Re: Certain Waivers in connection with transactions between Quanta Services, Inc. ("Quanta") and UtiliCorp United Inc. ("UtiliCorp")

Ladies and Gentlemen:

On this date, Quanta and UtiliCorp are entering into a Securities Purchase Agreement and related transaction documents (collectively, the "Transaction Documents"), executed copies of which have been provided to EMIC and JEDI-II and are attached in their final form hereto as Exhibit A. Pursuant to the Transaction Documents, among other things, (i) UtiliCorp will acquire 1,860,000 shares of Quanta's Series A Convertible Preferred Stock (the "Preferred Stock") and (ii) UtiliCorp and Quanta will enter into a Management Services Agreement of even date (the "Management Agreement"). The Preferred Stock is convertible by the holders thereof (the "Preferred Holder") into Quanta's common stock ("Common Stock") and pursuant to the Management Agreement, Quanta is obligated to pay to UtiliCorp certain management fees (collectively, the "Fees").

Quanta and UtiliCorp are jointly requesting that you grant the specific waivers described below in order for Quanta and UtiliCorp to enter into and perform certain aspects of the

Transaction Documents. The terms of the waivers are set forth below, and each waiver (i) shall be strictly construed in accordance with its express terms, (ii) shall be effective only in the specific instance and for the specific purpose described below and (iii) shall only be effective with respect to those terms and provisions set forth in the attached Transaction Documents.

The requested waivers are as follows:

1. Preemptive Rights. You waive any and all rights pursuant to Section 2.06(b) of that certain Securities Purchase Agreement dated September 29, 1998 among Quanta, JEDI-II and ECT, as amended on this date (the "SPA"), solely with respect to (i) Quanta's issuance to UtiliCorp of the Preferred Stock and (ii) the Preferred Holder's conversion of the Preferred Stock into Common Stock; both such issuance and any such conversions to be done strictly in accordance with the terms of the Transaction Documents.

2. Regularly Scheduled Dividends. Notwithstanding Section 7.02 of the SPA, Quanta may pay the Preferred Holder each regularly scheduled dividend (and any arrearage with respect to regularly scheduled dividends) provided for in Section 2 of the Certificate of Designation, Rights, and Limitations of the Preferred Stock included within the Transaction Documents if, but only if, at the times of declaration and of payment of any such dividend (and/or arrearage with respect to any such dividend), with or without notice or lapse of time, or both, no "Default"or "Event of Default" exist, and no "Default" or "Event of Default" would result from or would exist immediately after any such payment, as "Default" and "Event of Default" are defined in the SPA.

3. Management Fees. Notwithstanding Section 7.06 of the SPA, Quanta and UtiliCorp may enter into the Management Agreement and the other transactions contemplated by the Transaction Documents; provided, however, that Quanta may pay the regularly scheduled Fee thereunder in accordance with the Management Agreement if, but only if, at the time of each payment,

with or without notice or lapse of time, or both, no Default or Event of Default exists and no Default or Event of Default would result from or would exist immediately after any such payment of any Fee.

4. Certain Demand Registrations. Notwithstanding Section 2.01(d) of the Registration Rights Agreement dated as of September 29, 1998, as amended on this date (the "Rights Agreement"), among Quanta, JEDI-II and ECT, Quanta may grant to UtiliCorp the demand registration rights specified in Section 2.1 of the Investor's Rights Agreement dated of even date herewith between Quanta and UtiliCorp (the "Investor's Rights Agreement") included within the Transaction Documents; provided, however, that such consent is based on the agreement of Quanta and UtiliCorp, which agreement will survive for so long as the Purchasers, as such term is defined in the SPA, or their successors and assigns hold Registrable Securities as such term is defined in the Rights Agreement, that none of the provisions in Article II of the Investor's Rights Agreement, including the third party beneficiary rights granted to you and your successors, may hereafter be amended, modified, expanded or waived without the consent of the Purchasers or their successors and assigns; and

5. Certain Piggy-Back Registrations. Notwithstanding Section 2.02 of the Rights Agreement, Quanta may grant to UtiliCorp the piggy-back registration rights specified in Section 2.2 of the Investor's Rights Agreement.

The parties hereto expressly acknowledge that the terms of this letter agreement may be contradictory or in addition to the terms and provisions of the Transaction Documents and the Rights Agreement and that the terms of this letter agreement shall control with respect to the subject matter contained herein. Please acknowledge your consent to this waiver by executing this letter in the space provided below and returning it to Quanta Services, Inc., 1360 Post Oak Blvd., Suite 2100, Houston, Texas 77056, attention General Counsel.

Very truly yours,

QUANTA SERVICES, INC.

By: /s/ Brad Eastman

Name: Brad Eastman

Title: Vice President

UTILICORP UNITED INC.

By: /s/ Robert Green

Name:

Title:

ACKNOWLEDGED AND ACCEPTED:

ECT MERCHANT INVESTMENTS CORP.

By: /s/ Robert Greer

Name: Robert Greer

Title: Vice President

JOINT ENERGY DEVELOPMENT INVESTMENTS II
LIMITED PARTNERSHIP

By: Enron Capital Management II Limited
Partnership, its General Partner

By: Enron Capital II Corp., its
General Partner

By: /s/ Raymond M. Bowen, Jr.

Name: Raymond M. Bowen, Jr.

Title: Vice President and Treasurer

Exhibit A

Execution Versions of Transaction Documents

EXHIBIT 10.20

FIRST AMENDMENT TO SECURITIES PURCHASE AGREEMENT AND REGISTRATION RIGHTS AGREEMENT

This FIRST AMENDMENT TO SECURITIES PURCHASE AGREEMENT AND REGISTRATION RIGHTS AGREEMENT, dated as of September 21, 1999 (this "First Amendment"), is among QUANTA SERVICES, INC., a corporation duly organized and existing under the laws of the State of Delaware (the "Borrower"), ECT MERCHANT INVESTMENTS CORP., a corporation duly organized and existing under the laws of the State of Delaware ("EMIC"), and JOINT ENERGY DEVELOPMENT INVESTMENTS II LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the State of Delaware ("JEDI-II").

Recitals

A. The Borrower, Enron Capital & Trade Resources Corp., a Delaware corporation ("ECT") and JEDI-II entered into that certain Securities Purchase Agreement dated as of September 29, 1998 (the "Securities Agreement") pursuant to which the Borrower has issued certain convertible subordinated notes to ECT and JEDI-II, all upon the terms and conditions provided for in the Securities Agreement. ECT assigned its interest in the Notes and the Securities Agreement to EMIC and EMIC is successor to ECT with respect to the Notes and the Securities Agreement.

B. The Borrower, ECT and JEDI-II are parties to that certain Registration Rights Agreement dated as of September 29, 1998 (the "Registration Agreement") pursuant to which the Borrower has agreed to provide certain registration and other rights, all upon the terms and conditions provided for in the Registration Agreement. ECT assigned its interest therein to EMIC and EMIC is successor to ECT with respect to the Registration Agreement.

C. The Borrower, EMIC and JEDI-II have agreed to amend certain provisions of the Securities Agreement and Registration Agreement and to take certain other actions as described in this First Amendment.

D. Borrower has agreed to issue preferred stock to UtiliCorp United Inc., a Delaware corporation ("UtiliCorp.") and contemplate entering into the Investor's Rights Agreement between UtiliCorp and Borrower (the "Investor's Rights Agreement").

E. NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Unless otherwise defined in this First Amendment, each capitalized term used in this First Amendment which is defined in the Securities Agreement has the meaning assigned to such term in the Securities Agreement.

Section 2. Amendments to Securities Agreement. The Securities Agreement is amended as follows:

A. New and Replaced Definitions. Section 1.01 of the Securities Agreement is amended by inserting the following definitions as appropriate:

"EBIT" means, for any period, on a trailing four fiscal quarter basis, the sum of Consolidated Net Income plus each of the following to the extent actually deducted in determining Consolidated Net Income, (a) Consolidated Interest Expense, and (b) provisions for taxes based on income or revenues, all calculated on a consolidated basis for the Borrower and its Subsidiaries and as determined in accordance with GAAP.

"Management Fee" means the management fee due from the Borrower to UtiliCorp under the terms of the Management Services Agreement between the Borrower and UtiliCorp under which UtiliCorp will provide to the Borrower advice regarding (a) corporate and strategic planning, (b) the development, evaluation and marketing of the Borrower's products and services, (c) identifying potential acquisition candidates and additional business opportunities, and (d) other similar or related services.

"Minimum Interest Coverage Ratio" means, for any period, the ratio of (a) EBIT plus the amount of the Management Fee expensed during such period, to (b) the sum of the Consolidated Interest Expense, plus the amount of any dividend or distribution in respect of the Preferred Stock paid or scheduled to be paid during such period, plus the amount of the Management Fee paid during such period.

"Obligations" means any and all amounts, liabilities and obligations owing from time to time by Borrower to the Purchasers or any Successors, pursuant to any of the Basic Documents and all renewals, extensions and/or rearrangements thereof, whether such amounts, liabilities or obligations be liquidated or unliquidated, now existing or hereafter arising, absolute or contingent.

"Participation" means, for each Purchaser or any Successor, such Purchaser's or Successor's proportionate share pertaining to the Obligations. As of the Effective Date, ECT's Participation shall be 25% and JEDI-II's Participation shall be 75%.

"Purchasers" means EMIC and JEDI-II and any of their respective Affiliates who may become the holders of any Securities, but does not include any Person who becomes a holder of any Securities who is not an Affiliate of EMIC or JEDI-II.

"Purchaser's Account" means for any Purchaser or Successor, the account specified by such Purchaser or Successor as its Purchaser's Account by notice in writing to the Borrower.

"Successors" means the successors and permitted assigns of the Purchasers that are not Affiliates of Purchasers.

B. Section 1.02, Article III, Sections 6.01 through 6.06, Section 6.08, Articles VIII and IX, and Sections 11.01, 11.02, 11.03 and 11.08. Section 1.02, Article III, Sections 6.01 through 6.06, Section 6.08, Articles VIII and IX, and Sections 11.01, 11.02, 11.03 and 11.08 are each amended by replacing all references to "Purchaser" or "Purchasers" contained therein with respectively, "Purchaser and/or any Successor" and "Purchasers and/or any Successors."

C. Sections 2.06 and 6.07. Sections 2.06 and 6.07 are amended by replacing (i) "ECT or JEDI-II" with "EMIC, JEDI-II or any of their respective Affiliates" and (ii) "ECT and JEDI-II" with "EMIC, JEDI-II and any of their respective Affiliates that become Purchasers."

D. Section 7.01. Section 7.01 is amended by deleting the first sentence and replacing it with the following:

> The Borrower will not, and will not permit any Subsidiary to, create, incur, assume, guarantee or in any other manner become directly or indirectly liable (as to new Indebtedness) for the payment of (a) any Prohibited Subordinated Indebtedness, as hereafter defined, or (b) any other Indebtedness unless the Borrower's Minimum Interest Coverage Ratio is greater than or equal to the Minimum Interest Coverage Ratio permitted by the Senior Credit Agreement, but in no event shall such ratio be less than 2.76 to 1.0.

E. Section 11.04. Section 11.04 is amended by replacing such section in its entirety with the following:

> This Agreement shall be binding upon the Borrower, the Purchasers, and their respective Successors. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the Borrower, the Purchasers, and their respective Successors. All or any portion of the rights and obligations of the Purchasers and their Successors under this Agreement with respect to the Basic Documents may be sold, assigned or pledged by any Purchaser or Successor. Notwithstanding the foregoing, the Purchasers may transfer the rights provided in Sections 2.06, 6.07 or 10.09 only to other Purchasers. Upon any assignment of the Basic Documents, the assignee shall succeed to all of the assignor's rights and obligations under the Basic Documents to the extent assigned and the assigning Purchaser or Successor, as applicable, shall be automatically released from any such obligations hereunder with respect to the Basic Documents to the extent assigned, other than the obligations arising under Article X hereof. The Conversion Shares may be sold, assigned or pledged and upon any assignment complying with the terms of the Registration Rights Agreement and upon any such assignment, the holders of the Conversion Shares shall succeed to the Purchaser's or any Successor's rights and

> obligations under the Registration Rights Agreement. Upon request of any Purchaser or any Successor in connection with any transfer of the Notes, the Borrower shall execute and deliver any amendment to this Agreement, the Notes, and the other Basic Documents reasonably

requested by the Purchaser or the Successor to reflect the transfer and delineate the rights of the transferor and the transferee provided that the Borrower shall not be liable for the expenses incurred in documenting such amendment. In the event that a Purchaser or a Successor grants participations in its Note to other Persons, each of such other Persons shall have the rights of setoff against any amounts due by the Borrower hereunder and similar rights or Liens to the same extent as made available to the Purchasers or any Successors. The Borrower acknowledges that the Purchasers or any Successors may "syndicate" the loan evidenced by the Notes, and the other Basic Documents and agree to execute any amendments, restatements and other modifications to the Basic Documents in connection with such syndication, provided that the Borrower shall not be liable for the expenses incurred by Purchasers or any Successors in documenting such syndication. The Borrower may deem and treat the original Purchasers as the owner of the Notes for the purpose of receiving payment of principal of and premium (if any) and interest on the Notes and for all other purposes whatsoever until the Borrower is notified otherwise in writing pursuant to Section 11.06 of this Agreement.

Section 3. Amendments to Registration Agreement. The Registration Agreement is amended as follows:

A. Defined Terms. For Section 3 only of this First Amendment, each capitalized term used in this Section 3 of the First Amendment which is defined in the Registration Agreement and not in the Securities Agreement has the meaning assigned to such term in the Registration Agreement.

B. Amended Definition. Section 1.01 of the Registration Agreement is amended by amending the definition of "Registrable Securities" to read, in its entirety, as follows:

"Registrable Securities " means any of the following: (i) the Conversion Shares (including shares of Common Stock actually issued upon conversion of the Notes), (ii) other shares of Common Stock acquired by EMIC and/or JEDI-II pursuant to Section 2.06 of the Securities Purchase Agreement, and (iii) the Indenture Notes (as defined below), the underlying Conversion Shares and any replacement or substitute for, or reissuance of, any Indenture Notes, until such time as any of such securities cease to be Registrable Securities pursuant to Section 1.02 hereof. Since the term Registrable Securities is being amended to include debt securities as well as equity securities, the context of each provision of this Agreement will be interpreted in a manner so as to give maximum

effect to all provisions insofar as they are now applicable to debt securities. When calculating a percentage of Registrable Securities, the calculation shall be made using the amount of shares of Common Stock beneficially owned as a result of owning Registrable Securities.

C. Demand Registration. Section 2.01(d) is amended by replacing the last sentence of the first paragraph with the following:

Except as provided in this subsection (d) and in Section 2.05, the Company will not effect any other registration of its Voting Securities (except with respect to Registration Statements on Form S-4 or S-8 or any forms succeeding thereto for purposes permissible under such forms as of the date hereof or filed in connection with an exchange offer or an offering of securities solely to the Company's existing stockholders or such other registration statements (i) for the resale of shares issued pursuant to an employee stock ownership trust or other benefit plan of a business acquired in an Acquisition or (ii) in connection with non-underwritten resales of securities issued to owners of a business acquired in an Acquisition), whether for its own account or that of any Other Holder other than holders of "Registrable Securities" (as such term is defined in the Investor's Rights Agreement) under the Investor's Rights Agreement, from the date of receipt of a Request Notice requesting the registration of an underwritten public offering (x) in the case of all underwritten public offerings other than firm commitment, underwritten public offerings, until the completion or abandonment of the distribution by the underwriter of all securities thereunder, or (y) in the case of firm commitment, underwritten public offerings, until the earlier of (a) the date each underwriter has completed the distribution of all securities purchased by it or (b) the date ninety (90) days subsequent to the effective date of such registration statement.

D. Piggy-Back Registration. Section 2.02 is amended by replacing the

proviso at the end of the last sentence of the first paragraph with the following:

provided, however, that (a) in the case of a Registration Statement filed pursuant to the exercise of demand registration rights of any Other Holders, priority shall be given first to the Other Holders demanding such registration, then equally (on a share for share basis) to the Holders and UtiliCorp, then to the Company and then to Other Holders (other than the Other Holders demanding such registration); and (b) in the case of a Registration Statement the filing of which is initiated by the Company, priority shall be given (A) first to the Company, then (B) such priority shall be given equally (on a share for share basis) to (x) the Other Holders (exercising their piggy back registration rights) and (y) the Holders.

E. Assignees. Section 3.12 is amended by replacing the first sentence with the following:

The rights of any Holder under this Agreement may be assigned to any Person who, in the aggregate, acquires or becomes the Beneficial Owner of at least 10,000 shares of Common Stock either issued or issuable on conversion of the Notes, which such number shall be subject to equitable adjustment for stock splits, stock dividends or combinations of shares.

F. Preparations for Registered Sales of Notes. In the event that any Holder or Holders elect to exercise their demand registration rights with respect to the Notes (the "Triggering Note Holder(s)"), then the following actions shall be taken:

(a) The Triggering Note Holder(s) will notify the Borrower of such determination;

(b) The Borrower shall (i) promptly notify all other Holders of Notes of such determination and (ii) give such other Holders of Notes 7 days to elect to participate in the following procedures. Any Holder of the Notes electing to participate within such 7 days shall participate with Triggering Note Holder(s) on a pro-rata basis (collectively, the "Participating Note Holder(s)"). Among the Participating Note Holder(s), a simple majority on a dollar basis shall control all decisions;

(c) The Borrower shall engage a nationally recognized indenture trustee (the "Trustee") reasonably acceptable to the Participating Note Holder(s);

(d) The Borrower and the Trustee shall enter into a customary indenture (the "Indenture") acceptable to the Participating Note Holder(s), which will cover all Notes (the "Indenture Notes"). The Indenture shall require the vote of the Participating Note Holder(s) holding Indenture Notes representing at least 66 2/3% of the principal amount of outstanding Indenture Notes to either (i) amend or modify the Indenture or (ii) remove or replace the Trustee; provided, however, that, without the consent of each of the Holder(s) of the Indenture Notes affected thereby, the Indenture and Indenture Notes shall not be amended or modified to (a) extend the fixed maturity of any Indenture Note, or reduce the rate or extend the time of payment of interest thereon or reduce the principal amount thereof, or premium, if any, thereon, or make the principal thereof or premium, if any, or interest thereon payable in any currency other than U.S. dollars, (b) modify the subordination or conversion provisions of the Indenture or Indenture Notes in any manner adverse to the interests of the Participating Note Holder(s), or (c) reduce the 66 2/3rd percentage for Participating Note Holder(s) who are required to consent (i) to other amendments to, or modifications of, the Indenture and Indenture Notes or (ii) to removal or replacement of the Trustee. The form of Indenture Note will be included within the text of the Indenture;

(e) The Indenture and the Indenture Notes, both of which must be acceptable to the Participating Note Holder(s), shall contain the same rights, terms and features, mutatis mutandis, as stated in the Securities Agreement, the Registration Agreement and the underlying Notes to be received in exchange; including, without limitation, the right to convert into Conversion Shares, along with such other terms as are required in order (i) for the Indenture Notes to be eligible for sale pursuant to a Registration Statement and (ii) for the Indenture to be eligible to be qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). The terms of any

provisions of the Securities Agreement, the Registration Agreement and the Notes that are (x) to be retained by EMIC and/or JEDI-II and any other specific Person and (y) not to be included in the Indenture, may be contained in a separate agreement between EMIC and/or JEDI-II (or such Person), on the one hand, and the Borrower, on the other hand;

(f) As of the date of the Indenture, the face amount of underlying Notes of each Holder of a Note shall be exchanged with the Borrower and the Trustee for Indenture Notes of an equal face amount. Any accrued but unpaid interest on the Notes as of the date of the exchange shall be carried forward and shall be payable to the Holders of Indenture Notes;

(g) The Borrower shall use commercially reasonable efforts to cause the creation of the Indenture and the exchange of Notes to be accomplished within 30 days after a determination has been made of those Participating Note Holders; and

(h) When Holder(s) of Indenture Notes exercise their rights to sell Indenture Notes pursuant to a Registration Statement, the Borrower shall use its commercially reasonable efforts to cause the Indenture to be qualified with the Securities and Exchange Commission under the Trust Indenture Act.

G. Out of Pocket Expenses. All of the Borrower's and the Participating Note Holders' reasonable out of pocket expenses incurred to (a) engage and compensate a Trustee, (b) create the Indenture, (c) qualify the Indenture under the Trust Indenture Act, and (d) effect the exchange of Notes for Indenture Notes shall be paid or reimbursed by the Participating Note Holders, pro rata in accordance with the face amounts of such Indenture Notes.

Section 4. Representations and Warranties. The Borrower represents that:

(i) as of the date hereof, no Default nor Material Adverse Effect has occurred; and

(ii) the execution, delivery and performance by the Borrower of this First Amendment: (a) is within the Borrower's corporate power; (b) has been duly authorized by all necessary or proper corporate action; (c) is not in contravention of any provision of the Borrower's certificate of incorporation or

bylaws; (d) will not violate (1) any law or regulation or (2) any order or decree of any court or governmental instrumentality; (e) will not conflict with or result in the breach or termination of, constitute a default under or accelerate any performance required by, any agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its respective property is bound; and (f) does not require the consent or approval of any governmental body, agency, authority or any other Person that has not been duly obtained, made or complied with prior to the date hereof.

Section 5. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Securities Agreement or Registration Agreement or any of the other Basic Documents, or (b) prejudice any right or rights which the Purchasers may now have or may have in the future under or in connection with the Securities Agreement or Registration Agreement or any of the other Basic Documents. Except as expressly supplemented, amended or modified hereby, the terms and provisions of the Securities Agreement or Registration Agreement or any other Basic Documents are and shall remain in full force and effect. In the event of a conflict between this First Amendment and any of the foregoing documents, the terms of this First Amendment shall be controlling.

Section 6. Governance. This First Amendment and the rights and obligations of the parties hereunder and under the Securities Agreement shall be construed in accordance with and be governed by the laws of the State of Texas. Any action, dispute, claim or controversy of any kind between the Borrower, on the one hand, and EMIC and JEDI-II or any of their successors and assigns, on the other hand, shall be arbitrated in accordance with the terms and provisions of Section 11.08 of the Securities Agreement.

Section 7. Descriptive Headings, etc. The descriptive headings of the several Sections of this First Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 8. Counterparts. This First Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

QUANTA SERVICES, INC.,
A Delaware corporation

By: /s/ Brad Eastman
Name: Brad Eastman
Title: Vice President

JOINT ENERGY DEVELOPMENT INVESTMENTS II LIMITED PARTNERSHIP, a Delaware limited partnership

By: Enron Capital Management II Limited Partnership, its General Partner

By: Enron Capital II Corp., its General Partner

By: /s/ Raymond M. Bowen, Jr.
Name: Raymond M. Bowen, Jr.
Title: Vice President and Treasurer

ECT MERCHANT INVESTMENTS CORP.,
a Delaware corporation

By: /s/ Robert Greer
Name: Robert Greer
Title: Vice President

EXHIBIT 21

Advanced Communication Technologies, Inc.
Austin Trencher, Inc.
Coast to Coast, L.L.C.
Computapole, Inc.
Conti Communications, Inc.
Crown Fiber Communications, Inc.
Danford Technologies, Inc.
Dillard Smith Construction Company
Driftwood Electrical Contractors, Inc.
Edwards Pipeline Company, LLC
Environmental Professional Associates, Limited
Fiber Technology, Inc.
Five Points Construction Company
GEM Engineering Co., Inc.
Golden State Utility Co.
H.L. Chapman Pipeline Construction, Inc.
Haines Construction Company
Harker & Harker, Inc.
Hudson & Poncetta
Interstate Equipment Corporation
Kingston Constructors, Inc.
Manuel Bros., Inc.
Network Communications Services, Inc.
NorAm Telecommunications, Inc.
North Pacific Construction Company
North Sky Communications
Northern Line Layers, Inc.
Pac West Construction, Inc.
PAR Electrical Contractors, Inc.
PDG Electric Company
Potelco, Inc.
QSI, Inc.
Quanta Delaware, Inc.
Quanta Services Management Partnership, L.P.
Quanta Services of Canada, Ltd.
Quanta Utility Installation Co., Inc.
Quanta XL Acquisition, Inc.

Quanta XLI Acquisition, Inc.
Quanta XVII Acquisition, Inc.
Quanta XXVI Acquisition, Inc.
Quanta XXVIII Acquisition, Inc.
Quanta XXX Acquisition, Inc.
Quanta XXXIX Acquisition, Inc.
Quanta XXXVI Acquisition, Inc.
Quanta XXXVII Acquisition, Inc.
Ranger Directional, Inc.
Seaward Corporation
Spalj Construction Company
Span-Con of Deerwood, Inc.
Specialty Drilling, Inc.
Sullivan Welding, Inc.
Sumter Builders, Inc.
T.H. Cable Construction, Inc.
Telecom Network Specialists, Inc.
The Ryan Company, Inc.
Tom Allen Construction Company
TRANS TECH Electric, Inc.
TTM, Inc.
Underground Construction Co., Inc.
Union Power Construction Company
Utilco, Inc.
VCI Telecom, Inc.
W.H.O.M. Corporation
R. A. Waffensmith & Co., Inc.
Wade D. Taylor
West Coast Communications, Inc.
Wilson Roadbores, Inc.
World CATV Communications Division

EXHIBIT 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our reports on the financial statements of the following businesses: report dated October 8, 1999, on the financial statements of W.C. Communications, Inc. for the year ended December 31, 1998; and our report dated October 7, 1999, on the financial statements of Edwards Pipeline Company LLC for the year ended December 31, 1998, both of which were filed on Form 8-K dated on or about November 15, 1999; our report dated June 7, 1999, on the consolidated financial statements of Quanta Services, Inc. and Subsidiaries for the three years in the period ended December 31, 1998; our report dated May 7, 1999, on the combined financial statements of Driftwood Electrical Contractors, Inc. for the year ended December 31, 1998; and our report dated June 3, 1999 on the combined financial statements of the H.L. Chapman Construction Group for the year ended October 31, 1998, all three of which were filed on Form 8-K dated June 17, 1999; our report dated March 19, 1999 on the combined financial statements of Northern Line Layers, Inc. for the year ended December 31, 1998, as filed on Form 8-K/A dated April 23, 1999, and to the incorporation by reference of said reports into Quanta Services, Inc.'s previously filed Registration Statements on Form S-8 (File Nos. 333-47069, 333-56849 and 333-86375) and Form S-3 (File Nos. 333-81419) and to all references to our Firm included in this registration statement.

/s/ Arthur Andersen LLP
ARTHUR ANDERSEN LLP

Houston, Texas
November 15, 1999

EXHIBIT 23.3

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated July 9, 1999, on the combined financial statements of North Sky Communications and Affiliates for the year ended December 31, 1998 included in Quanta Services, Inc.'s Form 8-K dated on or about November 15, 1999 and to all references to our Firm included in this registration statement.

/s/ Arthur Andersen LLP
- ----------------------
Arthur Andersen LLP

Portland, OR
November 15, 1999

EXHIBIT 23.4

[LETTERHEAD OF S. J. GALLINA & CO., LLP]

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated October 14, 1999, on the financial statements of Western Directional, Inc. for the year ended December 31, 1998 included in Quanta Services, Inc.'s Form 8-K dated on or about November 15, 1999 and to all references to our Firm included in this registration statement.

/s/ S. J. GALLINA, LLP

S. J. GALLINA

S. J. Gallina & Co., LLP
Sacramento, California
November 15, 1999

EXHIBIT 23.5

JERRY T. PAUL
CERTIFIED PUBLIC ACCOUNTANT 6420 TARNEF, SUITE 240 HOUSTON, TEXAS 77074-3798
713-777-0409 MEMBER A.I.C.P.A.
FAX #: 713-777-7632

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANT

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated April 28, 1999, on the financial statements of Gem Engineering Co., Inc. for the year ended December 31, 1998 included in Quanta Services, Inc.'s Form 8-K dated on or about November 15, 1999 and to all references to our Firm included in this registration statement.

/s/ Jerry T. Paul
Jerry T. Paul
Certified Public Accountant

Houston, Texas
November 15, 1999

EXHIBIT 23.6

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated February 5, 1999, on the financial statements of Bonneville Construction Company, Inc. as of and for the year ended December 31, 1998 included in Quanta Services, Inc.'s Form 8-K dated on or about November 15, 1999 and to all references to our Firm included in this registration statement.

/s/ McGLADREY & PULLEN, LLP

Las Vegas, Nevada
November 15, 1999

EXHIBIT 23.7

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated June 18, 1999, on the financial statements of Haines Construction Co. for the year ended March 31, 1999 included in Quanta Services, Inc.'s Form 8-K dated on or about November 15, 1999 and to all references to our Firm included in this registration statement.

/s/ Paul B. Leathers, Inc.
- --------------------------
Paul B. Leathers, Inc.

Oklahoma City, Oklahoma
November 15, 1999

EXHIBIT 23.8

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated July 30, 1999, on the financial statements of Crown Fiber Communications, Inc. for the year ended December 31, 1998 included in Quanta Services, Inc.'s Form 8-K dated on or about November 15, 1999 and to all references to our Firm included in this registration statement.

/s/ Babush, Neiman, Kornman & Johnson, LLP
- --
BABUSH, NEIMAN, KORNMAN & JOHNSON, LLP

Atlanta, Georgia
November 15, 1999

EXHIBIT 23.9

[LETTERHEAD OF McDANIEL & ASSOCIATES, P.C.]

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated November 5, 1999, on the financial statements of Trawick Construction Company Group for the year ended December 31, 1998, included in Quanta Services, Inc.'s Form 8-K dated on or about November 15, 1999, and to all references to our firm included in this registration statement.

/s/ McDaniel & Associates, P.C.
- ------------------------------
McDANIEL & ASSOCIATES, P.C.

Dothan, Alabama
November 15, 1999

EXHIBIT 23.10

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated April 9, 1999, except for Note 5 as to which the date is October 1, 1999, on the financial statements of the Telecommunications Division of Conti Enterprises, Inc. as of and for the year ended December 31, 1998 included in Quanta Services, Inc.'s Form 8-K dated on or about November 15, 1999 and to all references to our Firm included in this registration statement.

/s/ J.H. Cohn LLP

J.H. COHN LLP

Roseland, New Jersey
November 15, 1999

EXHIBIT 23.11

[LETTERHEAD OF KIRKLAND ALBRECHT AND COMPANY P.C.]

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated February 3, 1999, on the financial statements of The Ryan Company, Inc. for the year ended December 31, 1998 included in Quanta Services, Inc.'s Form 8-K dated June 17, 1999 and to all references to our Firm included in this registration statement.

/s/ KIRKLAND ALBRECHT AND COMPANY
- --
Kirkland Albrecht and Company

Braintree, Massachusetts
November 12, 1999

EXHIBIT 23.12

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated August 24, 1998, on the financial statements of Dillard Smith Construction Company for the year ended June 30, 1998 included in Quanta Services, Inc.'s Form 8-K dated June 17, 1999 and to all references to our Firm included in this registration statement.

/s/ Joseph Decosimo and Company, LLP
- ------------------------------------
Joseph Decosimo and Company, LLP

Chattanooga, TN
November 12, 1999

EXHIBIT 23.13

[LETTERHEAD OF NATHAN WECHSLER & COMPANY]

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated January 27, 1999, on the consolidated financial statements of Seaward Corporation and subsidiaries for the year ended December 31, 1998 included in Quanta Services, Inc.'s Form 8-K dated June 17, 1999 and to all references to our Firm included in this registration statement.

/s/ Nathan Wechsler & Company
- ----------------------------
Nathan Wechsler & Company

Concord, New Hampshire
November 12, 1999

EXHIBIT 23.14

[LETTERHEAD OF GANIM, MEDER, CHILDERS & HOERING, P.C.]

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of Quanta Services, Inc., of our report dated September 15, 1998, on the financial statements of Tom Allen Construction Company for the year ended April 30, 1998 included in Quanta Services, Inc.'s Form 8-K dated June 17, 1999 and to all references to our Firm included in this registration statement.

/s/ Ganim, Meder, Childers & Hoering, P.C.
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GANIM, MEDER, CHILDERS & HOERING, P.C.

Bellerville, Illinois
November 12, 1999