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

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 4)

QUANTA SERVICES, INC.
(Name of Issuer)

COMMON STOCK, \$.00001 PAR VALUE
(Title of Class of Securities)

(CUSIP Number)
74762E 10 2

Julia Murray
General Counsel-Finance
Enron North America Corp.
1400 Smith Street
Houston, Texas 77002
(713) 853-6161

(Name, Address and Telephone Number
of Person Authorized to Receive Notices
and Communications)

April 14, 2000
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G
to report this acquisition that is the subject of this Schedule 13D,
and is filing this Schedule because of Rule 13d-1(e),
Rule 13d-1(f) or Rule 13d-1(g), check the following box: []

The information required on the remainder of this cover page shall not be
deemed to be "filed" for the purpose of Section 18 of the Securities
Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that
section of the Act but shall be subject to all other provisions of
the Act.

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<TABLE>
<CAPTION>

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CUSIP NO.: 74762E 10 2

SCHEDULE 13D

=====

<S>	<C>
1	NAME OF REPORTING PERSON; S.S. OR IRS IDENTIFICATION NUMBER

Enron North America Corp.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*
(a) []
(b) [X]

3	SEC USE ONLY
4	SOURCE OF FUNDS WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) []
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware
7	SOLE VOTING POWER 0
8	SHARED VOTING POWER 0
9	SOLE DISPOSITIVE POWER 0
10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%
14	TYPE OF REPORTING PERSON CO

</TABLE>

CUSIP NO.: 74762E 10 2

SCHEDULE 13D

<TABLE>	
<S>	<C>
1	NAME OF REPORTING PERSON; S.S. OR IRS IDENTIFICATION NUMBER Enron Corp.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [] (b) [X]
3	SEC USE ONLY
4	SOURCE OF FUNDS WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) []
6	CITIZENSHIP OR PLACE OF ORGANIZATION Oregon
7	SOLE VOTING POWER

8	SHARED VOTING POWER	0
9	SOLE DISPOSITIVE POWER	0
10	SHARED DISPOSITIVE POWER	0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	0
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*	[]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	0%
14	TYPE OF REPORTING PERSON	CO

</TABLE>

CUSIP NO.: 74762E 10 2

<TABLE>
<CAPTION>

SCHEDULE 13D

<S>	<C>
1	NAME OF REPORTING PERSON; S.S. OR IRS IDENTIFICATION NUMBER Joint Energy Development Investments II Limited Partnership
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [] (b) [X]
3	SEC USE ONLY
4	SOURCE OF FUNDS WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) []
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware
7	SOLE VOTING POWER 0
8	SHARED VOTING POWER 0
9	SOLE DISPOSITIVE POWER 0
10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* []
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
0	
14	TYPE OF REPORTING PERSON
	PN

</TABLE>

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AMENDMENT NO. 4 TO
STATEMENT ON SCHEDULE 13D

Introductory Note: This Amendment No. 4 to Statement on Schedule 13D is being filed by Enron Corp., an Oregon corporation ("Enron"), Enron North America Corp., a Delaware corporation ("ENA"), and Joint Energy Development Investments II Limited Partnership, a Delaware limited partnership ("JEDI II"), which are collectively referred to as the "Reporting Entities." All information herein with respect to Quanta Services, Inc., a Delaware corporation (the "Issuer"), and the common stock, par value \$.00001 per share, of the Issuer ("Common Stock") is presented to the best knowledge and belief of the Reporting Entities. Capitalized terms used and not defined in this Amendment No. 4 to Statement on Schedule 13D have the meanings set forth in the Schedule 13D, as amended. The joint Schedule 13D of Enron, ENA, and JEDI II filed October 9, 1998, as amended by a Schedule 13D/A of Enron, ENA, JEDI II, and ECT Merchant Investments Corp., a Delaware corporation ("EMIC") filed January 12, 1999, as further amended by a Schedule 13D/A of Enron, ENA, EMIC and JEDI II filed October 18, 1999, as further amended by a Schedule 13D/A of Enron, ENA, EMIC and JEDI II filed January 12, 2000, is further amended as follows:

ITEM 2. IDENTITY AND BACKGROUND.

The Schedules to this statement report current information regarding the officers and directors of Enron, ENA, and Enron Capital II Corp. None of the Reporting Entities nor, to their knowledge, any person listed on the Schedules hereto, has been, during the last five years (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violation of, or prohibiting or mandating activities subject to, U.S. federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS AND OTHER CONSIDERATION; ITEM 4. PURPOSE OF TRANSACTION; ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Enron has indirect control over the general partner of SE Thunderbird L.P. ("Thunderbird"), a partnership which held a Convertible Promissory Note due 2010 dated October 5, 1998 issued by the Issuer in the original principal amount of \$12,337,500 (the "Thunderbird Note"). JEDI II held a note of like tenor and description in the original principal amount of \$37,012,500 (the "JEDI II Note") (collectively, the "Convertible Notes").

On April 14, 2000, Thunderbird and JEDI II agreed to transfer their entire interest in the Convertible Notes to UtiliCorp United Inc. in a private transaction. The JEDI II Note was purchased for \$154,392,586.16 plus the accrued interest balance thereon. The Thunderbird Note was purchased for \$51,464,195.39 plus the accrued interest balance thereon. Such amounts were actually paid to Thunderbird and JEDI II on April 24, 2000.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

As a result of the transfers described above, JEDI II, Enron and ENA have no beneficial interest, dispositive power or voting power with respect to any shares of Common Stock.

Since the Reporting Persons no longer beneficially own more than five percent of the Common Stock and have filed this statement, they are no longer subject to filing obligations under Section 13 of the Securities Exchange Act of 1934 with respect to the securities of the Issuer.

Other than the transactions described above and in the Schedule 13D/A filed January 12, 2000, none of the Reporting Entities, nor to their knowledge any of the persons named in the Schedules attached hereto, has effected any transaction in the Common Stock during the preceding sixty days.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

- (i) Offer letter dated April 14, 2000 from UtiliCorp United Inc. to JEDI II.
- (ii) Offer letter dated April 14, 2000 from UtiliCorp United Inc. to Thunderbird.

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned certify that the information set forth in this statement is true, complete and correct.

<TABLE>
<CAPTION>

<S> <C>
Date: April 26, 2000

<C>
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/ Julia Heintz Murray

Name: Julia Heintz Murray

Title: Managing Director, General Counsel, Finance
 and Secretary

Date: April 26, 2000

ENRON NORTH AMERICA CORP.

By: /s/ Julia Heintz Murray

Name: Julia Heintz Murray

Title: Managing Director, General Counsel, Finance
 and Secretary

Date: April 26, 2000

ENRON CORP.

By: /s/ Angus H. Davis

Name: Angus H. Davis

Title: Vice President and Deputy Corporate Secretary

</TABLE>

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS
ENRON NORTH AMERICA CORP.
(FORMERLY ENRON CAPITAL & TRADE RESOURCES CORP.)

<TABLE>
<CAPTION>

Name and Business Address Citizenship Position and Occupation

<S>
 Each of the following person's
 business address is 1400 Smith
 Street, Houston, TX 77002

	<C>	<C>
J. Clifford Baxter Officer	U.S.A.	Director; Chairman of the Board, Chief Executive and Managing Director
Mark E. Haedicke	U.S.A.	Director; Managing Director and General Counsel
David W. Delainey	U.S.A.	Director; President and Chief Operating Officer
Philippe A. Bibi	U.S.A.	Managing Director
W. Craig Childers	U.S.A.	Managing Director
Jay L. Fitzgerald	U.S.A.	Managing Director
Michael J. Kopper	U.S.A.	Managing Director
John J. Lavorato	U.S.A.	Managing Director
Danny J. McCarty	U.S.A.	Managing Director
Jere C. Overdyke, Jr.	U.S.A.	Managing Director
Gregory F. Piper	U.S.A.	Managing Director
Brian L. Redmond	U.S.A.	Managing Director
Jeffrey A. Shankman	U.S.A.	Managing Director
John R. Sherriff	U.S.A.	Managing Director
Colleen Sullivan-Shaklovitz	U.S.A.	Managing Director
Robert J. Hermann	U.S.A.	Managing Director
Vince J. Kaminski	U.S.A.	Managing Director
Julia Heintz Murray Secretary	U.S.A.	Managing Director, General Counsel, Finance and
Raymond M. Bowen, Jr.	U.S.A.	Managing Director and Treasurer
Janet R. Dietrich	U.S.A.	Managing Director

</TABLE>

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<TABLE> <CAPTION> Name and Business Address -----	Citizenship -----	Position and Occupation -----
<S> George A. McClellan, III	<C> U.S.A.	<C> Managing Director
James B. Fallon	U.S.A.	Managing Director
Gary J. Hickerson	U.S.A.	Managing Director
Jeffrey M. Donahue	U.S.A.	Managing Director

</TABLE>

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SCHEDULE II

DIRECTORS AND EXECUTIVE OFFICERS
 ENRON CORP.

<TABLE>

<CAPTION>

Name and Business Address

Citizenship

Position and Occupation

<S>

<C>

<C>

Robert A. Belfer
Belco Oil and Gas Corp.
767 Fifth Avenue, 46th Fl.
New York, NY 10153

U.S.A.

Director; Chairman, President and Chief Executive Officer, Belco Oil & Gas Corp.

Norman P. Blake, Jr.
General,
5885 Garden River Cove
Memphis, TN 38120

U.S.A.

Director; Chief Executive Officer and Secretary
United States Olympic Committee

Ronnie C. Chan
Hang Lung Development
Company Limited
28/F, Standard Chartered
Bank Building
4 Des Vouex Road Central
Hong Kong

U.S.A.

Director; Chairman of Hang Lung Development Group

John H. Duncan
5851 San Felipe, Suite 850
Houston, TX 77057

U.S.A.

Director; Investments

Paulo V. Ferraz Pereira
Meridional Financial Group
Av. Rio Branco, 138-15th andar
20057-900 Rio de Janeiro - RJ
Brazil

Brazil

Director; President and Chief Executive Officer of Meridional Financial Group

Joe H. Foy
Bracewell & Patterson
South Tower Pennzoil Place
711 Louisiana, Ste. 2900
Houston, TX 77002

U.S.A.

Director; Retired Senior Partner
Bracewell & Patterson, L.L.P.

Wendy L. Gramm
the
P. O. Box 39134
Washington, D.C. 20016

U.S.A.

Director; Director, Regulatory Studies Program of
Mercatus Center, George Mason University

Ken L. Harrison
121 S. W. Salmon Street
Portland, OR 97204
</TABLE>

U.S.A.

Director; Chairman and Chief Executive Officer,
Portland General Electric Company

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<TABLE>

<CAPTION>

Name and Business Address

Citizenship

Position and Occupation

<S>

<C>

<C>

Robert K. Jaedicke
Graduate School of Business
Stanford University
Stanford, CA 94305

U.S.A.

Director; Professor (Emeritus), Graduate School of Business, Stanford University

Charles A. LeMaistre
P.O. Box 15247
San Antonio, TX 78212

U.S.A.

Director; President (Emeritus), University of Texas
M.D. Anderson Cancer Center

John Mendelsohn
University of Texas
M.D. Anderson Cancer Ctr.
1515 Holcombe
Houston, Texas 77030

U.S.A.

Director; President, University of Texas
M.D. Anderson Cancer Center

Jerome J. Meyer
26600 S.W. Parkway
Building 63
P. O. Box 1000
Wilsonville, OR 97070-1000

U.S.A.

Director; Chairman and Chief Executive Officer,
Tektronix, Inc.

Frank Savage
1345 Avenue of the Americas
39th Floor
New York, New York 10105

U.S.A.

Director; Chairman, Alliance Capital Management
International

John A. Urquhart John A. Urquhart Assoc. 111 Beach Road Fairfield, CT 06430	U.S.A.	Director; Senior Advisor to the Chairman of Enron Corp.; President, John A. Urquhart Associates
John Wakeham 1 Salisbury Square London EC4Y 8JB United Kingdom	U.K.	Director; Former U.K. Secretary of State for Energy and Leader of the Houses of Commons and Lords
Herbert S. Winokur, Jr. Capricorn Holdings, Inc. 30 East Elm Ct. Greenwich, CT 06830	U.S.A.	Director; Chairman and CEO, Capricorn Holdings, Inc.
Kenneth L. Lay 1400 Smith Street Houston, TX 77002	U.S.A.	Director; Chairman and Chief Executive Officer
J. Clifford Baxter 1400 Smith Street Houston, TX 77002 </TABLE>	U.S.A.	Chairman of the Board, Chief Executive Officer and Managing Director, Enron North America Corp.

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<TABLE> <CAPTION> Name and Business Address -----	Citizenship -----	Position and Occupation -----
<S>	<C>	<C>
Richard B. Buy 1400 Smith Street Houston, TX 77002	U.S.A.	Executive Vice President and Chief Risk Officer
Richard A. Causey Officer 1400 Smith Street Houston, TX 77002	U.S.A.	Executive Vice President and Chief Accounting
Mark E. Koenig 1400 Smith Street Houston, TX 77002	U.S.A.	Executive Vice President, Investor Relations
James V. Derrick, Jr. 1400 Smith Street Houston, TX 77002	U.S.A.	Executive Vice President and General Counsel
Steven J. Kean 1400 Smith Street Houston, TX 77002	U.S.A.	Executive Vice President and Chief of Staff
Andrew S. Fastow 1400 Smith Street Houston, TX 77002	U.S.A.	Executive Vice President and Chief Financial Officer
Mark A. Frevert 1400 Smith Street Houston, TX 77002	U.S.A.	President and Chief Executive Officer, Enron Europe, Ltd.
Stanley C. Horton 1400 Smith Street Houston, TX 77002	U.S.A.	Chairman and Chief Executive Officer, Enron Gas Pipeline Group
Rebecca Mark-Jusbasche 1400 Smith Street Houston, TX 77002	U.S.A.	Director; Chairman and Chief Executive Officer, Azurix Corp.
J. Mark Metts 1400 Smith Street Houston, TX 77002	U.S.A.	Executive Vice President, Corporate Development
Cindy K. Olson 1400 Smith Street Houston, TX 77002	U.S.A.	Executive Vice President, Human Resources and Community Relations
Jeffrey McMahon 1400 Smith Street Houston, TX 77002	U.S.A.	Executive Vice President, Finance and Treasurer

</TABLE>

<TABLE> <CAPTION> Name and Business Address -----	Citizenship -----	Position and Occupation -----
<S> Michael S. McConnell 1400 Smith Street Houston, TX 77002	<C> U.S.A.	<C> Executive Vice President, Technology
Lou L. Pai 1400 Smith Street Houston, TX 77002	U.S.A.	Chairman, President and Chief Executive Officer, Enron Energy Services, Inc.
Kenneth D. Rice 1400 Smith Street Houston, TX 77002	U.S.A.	Co-Chief Executive Officer and President, Enron Broadband Services, Inc.
Jeffrey K. Skilling 1400 Smith Street Houston, TX 77002	U.S.A.	Director; President and Chief Operating Officer, Enron Corp.
Joseph W. Sutton 1400 Smith Street Houston, TX 77002	U.S.A.	Vice Chairman, Enron Corp.
Joseph M. Hirko Services, Inc. 1400 Smith Street Houston, TX 77002 </TABLE>	U.S.A.	Co-Chief Executive Officer, Enron Broadband

SCHEDULE III
DIRECTORS AND EXECUTIVE OFFICERS
ENRON CAPITAL II CORP.

<TABLE> <CAPTION> Name and Business Address -----	Citizenship -----	Position and Occupation -----
<S> Each of the following persons business address is 1400 Smith Street, Houston, TX 77002	<C>	<C>
J. Clifford Baxter	U.S.A.	Director; Chairman, Chief Executive Officer and Managing Director
James V. Derrick, Jr.	U.S.A.	Director
David W. Delainey	U.S.A.	President and Managing Director
Raymond M. Bowen, Jr.	U.S.A.	Managing Director
Richard B. Buy	U.S.A.	Managing Director
Andrew S. Fastow	U.S.A.	Managing Director
Mark E. Haedicke	U.S.A.	Director; Managing Director and General Counsel
Robert J. Hermann	U.S.A.	Managing Director and General Tax Counsel
Michael J. Kopper	U.S.A.	Managing Director
Jeffrey McMahon	U.S.A.	Managing Director, Finance and Treasurer
Julia Heintz Murray </TABLE>	U.S.A.	Managing Director, General Counsel, Finance and Secretary

- (i) Offer letter dated April 14, 2000 from UtiliCorp United Inc. to JEDI II.
- (ii) Offer letter dated April 14, 2000 from UtiliCorp United Inc. to Thunderbird.

[UTILICORP UNITED LETTERHEAD]

April 14, 2000

VIA FACSIMILE: (713) 646-3393

Joint Energy Development Investments II Limited Partnership
1400 Smith St.
Houston, Texas 77002

Ladies and Gentlemen:

UtiliCorp United Inc. ("UtiliCorp") hereby offers to purchase your \$37,012,500 principal amount of Convertible Subordinated Notes due 2010 ("Notes") of Quanta Services, Inc. ("Quanta") that are convertible into 4,037,727 shares of common stock of Quanta. This letter describes the terms of the offer.

1. Price. UtiliCorp offers to purchase your Notes at a price equal to the product of 4,037,727 times \$38.2375 (i.e., 95% of the last sale price per share of Quanta's common stock on the New York Stock Exchange on April 13, 2000), plus an amount equal to the interest accrued on such Notes through the date immediately prior to closing (the "Offered Price").

2. Number of Notes. Our offer is not contingent upon receiving a minimum or maximum number of Notes.

3. Offer Period. UtiliCorp would like to acquire ownership of your Notes under this letter agreement as soon as possible, and in any event within 5 business days after the date of this letter. However, if you wish to extend this period, please kindly so request in writing so that we can consider your request.

4. Representations and Warranties. By signing this letter, you and we hereby make the following representations and warranties as to itself:

a. You and we have reasonable access to, and have been given sufficient opportunity to review, all material information about Quanta's business, financial condition, operations and value that you or we believe to be relevant to your decision to sell your Notes (including a release of Quanta's quarterly financial results for the fiscal quarter ending March 31, 2000). You and we are sophisticated and experienced in evaluating the merits and risks involving an investment in Quanta securities, the particulars of our offer, and the decision to sell your Quanta Notes. You and we have been able to obtain all information required in making an informed decision regarding the offer. You and we understand and acknowledge that the earnings of Quanta for the first quarter of 2000 have not been disseminated to the public and that Quanta is expected to make a formal earnings release for this period soon after the date hereof.

1

b. You are making your decision to sell your Quanta Notes independently and have not been subjected (at any time) to any pressure or influence from UtiliCorp to sell your Quanta Notes.

c. At the time of completion of the sale and purchase of your Notes in accordance with this offer, your Notes shall be your absolute property free of any security, lien, encumbrance or adverse interest whatsoever and together with all benefits or entitlements applicable to such Notes.

5. ACCEPTANCE AND PAYMENT. IF THE OFFER IS ACCEPTABLE TO YOU, PLEASE FOLLOW THE STEPS BELOW:

- a. SIGN YOUR NAME IN THE SPACE APPLICABLE TO YOU AT THE END OF THIS LETTER;
- b. COMPLETE THE ATTACHED NOTE POWER; AND
- c. SEND A COPY OF YOUR SIGNED LETTER AND THE ORIGINAL COPIES OF YOUR NOTE AND NOTE POWER (VIA OVERNIGHT DELIVERY) TO UTILICORP IN CARE OF:

MR. YABO LIN
BLACKWELL SANDERS PEPER MARTIN LLP
2300 MAIN STREET, SUITE 1100
KANSAS CITY, MISSOURI 64108
TEL: (816) 983-8000
FAX: (816) 983-8080

YOUR ACCEPTANCE WILL NOT BE CONSIDERED COMPLETE UNTIL YOU SEND TO MR. LIN ALL THE REQUIRED ACCEPTANCE DOCUMENTS, INCLUDING THE SIGNED LETTER, NOTE AND NOTE POWER, WHICH FOR PURPOSES OF THIS LETTER, WILL BECOME A BINDING OBLIGATION TO SELL AND TO PURCHASE, UPON THE RECEIPT OF SUCH DOCUMENTS BY FACSIMILE.

Within 5 business days after receipt of your acceptance documents, we will wire to an account designated in writing by you payment in full of the aggregate Offered Price due to you.

6. Governing Law. This letter in all respects will be interpreted, construed and governed by and in accordance with the laws of the State of New York.

7. Indemnification. You and we each acknowledge that (i) it understands the meaning and legal consequences of the representations, warranties and agreements contained herein; (ii) the other party is relying on the accuracy of such representations, warranties and agreements; and (iii) the other party would not have entered into this transaction if any representation, warranty or agreement were known to be materially false. Accordingly, each party agrees to indemnify and hold harmless the other from and against any and all loss, damage, liability, cost or expense due to or arising out of a breach of any of its representations, warranties or agreements contained herein. This indemnity will survive the purchase and sale of your Quanta Notes intended herein.

2

8. Binding Effect. This letter will be binding upon and inure to the benefit of the parties and their heirs, successors, legal representatives and assigns.

9. Entire Agreement. This letter constitutes the entire agreement between the parties pertaining to the purchase of your Quanta Notes and supersedes any prior understanding.

* * * *

Very truly yours,

/s/ KEVIN ANDERSON

Kevin Anderson
Vice President, Communications Services
UtiliCorp United Inc.

AGREED TO AND ACCEPTED:

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.

(signature)

Printed Name: Raymond M. Bowen, Jr.

Title: Managing Director

Date: 4/14/00

3

[UTILICORP UNITED LETTERHEAD]

April 14, 2000

VIA FACSIMILE: (713) 646-3393

SB Thunderbird L.P.
1400 Smith St.
Houston, Texas 77002

Ladies and Gentlemen:

UtiliCorp United Inc. ("UtiliCorp") hereby offers to purchase your \$12,337,500 principal amount of Convertible Subordinated Notes due 2010 ("Notes") of Quanta Services, Inc. ("Quanta") that are convertible into 1,345,909 shares of common stock of Quanta. This letter describes the terms of the offer.

1. Price. UtiliCorp offers to purchase your Notes at a price equal to the product of 1,345,909 times \$38.2375 (i.e., 95% of the last sale price per share of Quanta's common stock on the New York Stock Exchange on April 13, 2000), plus an amount equal to the interest accrued on such Notes through the date immediately prior to closing (the "Offered Price").

2. Number of Notes. Our offer is not contingent upon receiving a minimum or maximum number of Notes.

3. Offer Period. UtiliCorp would like to acquire ownership of your Notes under this letter agreement as soon as possible, and in any event within 5 business days after the date of this letter. However, if you wish to extend this period, please kindly so request in writing so that we can consider your request.

4. Representations and Warranties. By signing this letter, you and we hereby make the following representations and warranties as to itself:

a. You and we have reasonable access to, and have been given sufficient opportunity to review, all material information about Quanta's business, financial condition, operations and value that you or we believe to be relevant to your decision to sell your Notes (including a release of Quanta's quarterly financial results for the fiscal quarter ending March 31, 2000). You and we are sophisticated and experienced in evaluating the merits and risks involving an investment in Quanta securities, the particulars of our offer, and the decision to sell your Quanta Notes. You and we have been able to obtain all information required in making an informed decision regarding the offer. You and we understand and acknowledge that the earnings of Quanta for the first quarter of 2000 have not been disseminated to the public and that Quanta is expected to make a formal earnings release for this period soon after the date hereof.

1

b. You are making your decision to sell your Quanta Notes independently and have not been subjected (at any time) to any pressure or influence from UtiliCorp to sell your Quanta Notes.

c. At the time of completion of the sale and purchase of your Notes in accordance with this offer, your Notes shall be your absolute property free of any security, lien, encumbrance or adverse interest whatsoever and together with all benefits or entitlements applicable to such Notes.

5. ACCEPTANCE AND PAYMENT. IF THE OFFER IS ACCEPTABLE TO YOU, PLEASE FOLLOW THE STEPS BELOW:

- a. SIGN YOUR NAME IN THE SPACE APPLICABLE TO YOU AT THE END OF THIS LETTER;
- b. COMPLETE THE ATTACHED NOTE POWER; AND
- c. SEND A COPY OF YOUR SIGNED LETTER AND THE ORIGINAL COPIES OF YOUR NOTE AND NOTE POWER (VIA OVERNIGHT DELIVERY) TO UTILICORP IN CARE OF:

MR. YABO LIN
BLACKWELL SANDERS PEPER MARTIN LLP
2300 MAIN STREET, SUITE 1100
KANSAS CITY, MISSOURI 64108
TEL: (816) 983-8000
FAX: (816) 983-8080

YOUR ACCEPTANCE WILL NOT BE CONSIDERED COMPLETE UNTIL YOU SEND TO MR. LIN ALL THE REQUIRED ACCEPTANCE DOCUMENTS, INCLUDING THE SIGNED LETTER, NOTE AND NOTE POWER, WHICH FOR PURPOSES OF THIS LETTER, WILL BECOME A BINDING OBLIGATION TO SELL AND TO PURCHASE, UPON THE RECEIPT OF SUCH DOCUMENTS BY FACSIMILE.

Within 5 business days after receipt of your acceptance documents, we will wire to an account designated in writing by you payment in full of the aggregate Offered Price due to you.

6. Governing Law. This letter in all respects will be interpreted, construed and governed by and in accordance with the laws of the State of New York.

7. Indemnification. You and we each acknowledge that (i) it understands the meaning and legal consequences of the representations, warranties and agreements contained herein; (ii) the other party is relying on the accuracy of such representations, warranties and agreements; and (iii) the other party would not have entered into this transaction if any representation, warranty or agreement were known to be materially false. Accordingly, each party agrees to indemnify and hold harmless the other from and against any and all loss, damage, liability, cost or expense due to or arising out of a breach of any of its representations, warranties or agreements contained herein. This indemnity will survive the purchase and sale of your Quanta Notes intended herein.

2

8. Binding Effect. This letter will be binding upon and inure to the benefit of the parties and their heirs, successors, legal representatives and assigns.

9. Entire Agreement. This letter constitutes the entire agreement between the parties pertaining to the purchase of your Quanta Notes and supersedes any prior understanding.

* * * *

Very truly yours,

/s/ KEVIN ANDERSON

Kevin Anderson
Vice President, Communications Services
UtiliCorp United Inc.

AGREED TO AND ACCEPTED:

SE Thunderbird L.P.

By: Blue Heron I LLC, its general partner
By: Whitewing Associates L.P., its sole member
By: Whitewing Management LLC, its general member
by Egret I LLC, its managing partner

By: _____
(signature)
Printed Name: _____
Title: _____
Date: _____

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