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

FORM 10-Q

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(Mark One)	
[X]	QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
	FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2003
	OR
[ ]	TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
	FOR THE TRANSITION PERIOD FROM TO .

</Table>

COMMISSION FILE NO. 001-13831

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

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DELAWARE	74-2851603
(State or other jurisdiction of Incorporation or organization)	(I.R.S. Employer Identification No.)

</Table>

1360 POST OAK BLVD.
SUITE 2100
HOUSTON, TEXAS 77056
(Address of principal executive offices)

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE:
(713) 629-7600

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

Indicate by check mark whether the Registrant is an accelerated filer (as defined in Exchange Act Rule 12b-2). Yes [X] No [ ]

115,554,481 shares of Common Stock were outstanding as of August 5, 2003. As of the same date, 1,067,750 shares of Limited Vote Common Stock were outstanding.

QUANTA SERVICES, INC. AND SUBSIDIARIES

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QUANTA SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

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	DECEMBER 31, 2002	JUNE 30, 2003
		(UNAUDITED)
	(IN THOUSANDS, EXCEPT SHARE INFORMATION)	
<S>	<C>	<C>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents................................	$ 27,901	$ 86,115
Accounts receivable, net of allowances of $37,585 and $29,647, respectively................................	367,057	352,021
Costs and estimated earnings in excess of billings on uncompleted contracts................................	54,749	55,492
Inventories..	25,646	26,838
Current deferred taxes.................................	28,968	4,910
Prepaid expenses and other current assets................	25,176	25,154
Total current assets.............................	529,497	550,530
PROPERTY AND EQUIPMENT, net...............................	369,568	350,707
ACCOUNTS AND NOTES RECEIVABLE, net of allowances of $28,389 and $46,320, respectively...............................	50,900	35,477
OTHER ASSETS, net...	19,250	28,495
GOODWILL AND OTHER INTANGIBLES, net.......................	395,597	395,465
Total assets.....................................	$1,364,812	$1,360,674
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current maturities of long-term debt.....................	$ 6,652	$ 6,261
Accounts payable and accrued expenses....................	189,080	178,401
Billings in excess of costs and estimated earnings on uncompleted contracts................................	16,409	15,295
Total current liabilities........................	212,141	199,957
LONG-TERM DEBT, net of current maturities..................	213,167	211,947
CONVERTIBLE SUBORDINATED NOTES.............................	172,500	172,500
DEFERRED INCOME TAXES AND OTHER NON-CURRENT LIABILITIES.....	82,411	97,450
Total liabilities................................	680,219	681,854
COMMITMENTS AND CONTINGENCIES		
REDEEMABLE COMMON STOCK....................................	72,922	--
STOCKHOLDERS' EQUITY:		
Preferred Stock, $.00001 par value, 10,000,000 shares authorized:		
Series A Convertible Preferred Stock, 3,199,961 and no shares issued and outstanding, respectively..........	--	--
Common Stock, $.00001 par value, 300,000,000 shares authorized, 70,632,899 and 116,003,899 shares issued and 69,706,528 and 115,077,528 outstanding, respectively(a).......................................	--	--
Limited Vote Common Stock, $.00001 par value, 3,345,333 shares authorized, 1,083,750 and 1,067,750 shares issued and outstanding, respectively..................	--	--
Additional paid-in capital.............................	980,303	1,068,837
Deferred compensation..................................	(302)	(9,118)
Retained deficit.......................................	(356,605)	(369,174)
Treasury Stock, 926,371 common shares, at cost...........	(11,725)	(11,725)
Total stockholders' equity.......................	611,671	678,820
Total liabilities and stockholders' equity........	$1,364,812	$1,360,674

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(a) Shares issued and outstanding as of December 31, 2002 do not include the 24,370,410 shares of Redeemable Common Stock valued at $72.9 million which

was reclassified to stockholders' equity on February 20, 2003.

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

QUANTA SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

<Table>
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	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2002	2003	2002	2003
	(IN THOUSANDS, EXCEPT PER SHARE INFORMATION) (UNAUDITED)			
<S>	<C>	<C>	<C>	<C>
REVENUES	$ 432,522	$408,302	$ 881,742	$775,431
COST OF SERVICES (including depreciation)	384,362	354,784	757,895	684,156
Gross profit	48,160	53,518	123,847	91,275
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	59,489	58,107	110,209	97,077
GOODWILL IMPAIRMENT	166,580	--	166,580	--
Income (loss) from operations	(177,909)	(4,589)	(152,942)	(5,802)
OTHER INCOME (EXPENSE):				
Interest expense	(8,035)	(8,138)	(15,889)	(16,102)
Other, net	1,183	(326)	1,618	(110)
INCOME (LOSS) BEFORE INCOME TAX PROVISION (BENEFIT) AND CUMULATIVE EFFECT OF CHANGE IN ACCOUNTING PRINCIPLE	(184,761)	(13,053)	(167,213)	(22,014)
PROVISION (BENEFIT) FOR INCOME TAXES	(7,564)	(3,218)	(282)	(7,336)
INCOME (LOSS) BEFORE CUMULATIVE EFFECT OF CHANGE IN ACCOUNTING PRINCIPLE	(177,197)	(9,835)	(166,931)	(14,678)
CUMULATIVE EFFECT OF CHANGE IN ACCOUNTING PRINCIPLE, NET OF TAX	--	--	445,422	--
NET INCOME (LOSS)	(177,197)	(9,835)	(612,353)	(14,678)
DIVIDENDS (FORFEITURES) ON PREFERRED STOCK, NET	232	--	464	(2,109)
NET INCOME (LOSS) ATTRIBUTABLE TO COMMON STOCK	$(177,429)	$ (9,835)	$(612,817)	$(12,569)
EARNINGS (LOSS) PER SHARE:				
Basic Earnings (Loss) per Share Before Cumulative Effect of Change in Accounting Principle	$ (2.26)	$ (0.08)	$ (2.13)	$ (0.13)
Cumulative Effect of Change in Accounting Principle, Net of Tax	--	--	(5.69)	--
Basic Earnings (Loss) per Share	$ (2.26)	$ (0.08)	$ (7.82)	$ (0.13)
Diluted Earnings (Loss) per Share Before Cumulative Effect of Change in Accounting Principle	$ (2.26)	$ (0.08)	$ (2.13)	$ (0.13)
Cumulative Effect of Change in Accounting Principle, Net of Tax	--	--	(5.69)	--
Diluted Earnings (Loss) per Share	$ (2.26)	$ (0.08)	$ (7.82)	$ (0.13)
SHARES USED IN COMPUTING EARNINGS (LOSS) PER SHARE:				
Basic	78,272	115,799	78,269	114,176
Diluted	78,272	115,799	78,269	114,176

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

QUANTA SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

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	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2002	2003	2002	2003
		(IN THOUSANDS) (UNAUDITED)		
<S>	<C>	<C>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES:				
Net income (loss) attributable to common stock...........	$(177,429)	$ (9,835)	$(612,817)	$(12,569)
Adjustments to reconcile net income (loss) attributable to common stock to net cash provided by (used in) operating activities --				
Cumulative effect of change in accounting principle, net of tax..	--	--	445,422	--
Goodwill impairment..................................	166,580	--	166,580	--
Depreciation and amortization........................	15,442	15,307	30,017	30,208
Loss on sale of property and equipment................	444	261	696	694
Provision for doubtful accounts.......................	6,362	19,014	5,567	19,257
Deferred income tax provision (benefit)...............	(22,868)	30,249	(18,270)	32,304
Amortization of deferred compensation.................	62	878	125	1,084
Preferred stock dividends, net of forfeitures.........	232	--	464	(2,109)
Changes in operating assets and liabilities, net of non-cash transactions --				
(Increase) decrease in --				
Accounts receivable................................	(23,974)	(35,267)	31,432	9,120
Costs and estimated earnings in excess of billings on uncompleted contracts............................	(2,113)	(2,413)	(9,509)	(743)
Inventories..	(1,030)	366	(6,074)	(1,192)
Prepaid expenses and other current assets...........	(1,165)	1,216	210	(15)
Increase (decrease) in --				
Accounts payable and accrued expenses and other non-current liabilities............................	26,283	15,510	30,175	(4,274)
Billings in excess of costs and estimated earnings on uncompleted contracts............................	(2,599)	(1,969)	(10,573)	(1,114)
Other, net...	80	2,553	(623)	2,511
Net cash provided by (used in) operating activities....................................	(15,693)	35,870	52,822	73,162
CASH FLOWS FROM INVESTING ACTIVITIES:				
Proceeds from sale of property and equipment.............	1,173	691	1,729	904
Additions of property and equipment......................	(16,623)	(7,624)	(33,371)	(12,477)
Cash paid for acquisitions, net of cash acquired.........	(7,035)	--	(8,000)	--
Cash restricted for self-insurance programs..............	--	(7,200)	--	(7,200)
Notes receivable...	(410)	--	(17,206)	--
Net cash used in investing activities............	(22,895)	(14,133)	(56,848)	(18,773)
CASH FLOWS FROM FINANCING ACTIVITIES:				
Net borrowings under the credit facility.................	49,890	--	13,670	--
Proceeds from other long-term debt.......................	1,187	1,224	1,816	2,138
Payments on other long-term debt.........................	(3,235)	(1,784)	(6,099)	(3,749)
Issuances of stock, net of offering costs................	--	3,505	3,650	5,436
Stock repurchases..	(11,802)	--	(11,802)	--
Exercise of stock options................................	816	--	1,081	--
Net cash provided by financing activities.........	36,856	2,945	2,316	3,825
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS........	(1,732)	24,682	(1,710)	58,214
CASH AND CASH EQUIVALENTS, beginning of period.............	6,309	61,433	6,287	27,901
CASH AND CASH EQUIVALENTS, end of period...................	$ 4,577	$ 86,115	$ 4,577	$ 86,115
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION				
Cash paid for --				
Interest...	$ 1,197	$ 5,208	$ 11,507	$ 10,949
Income taxes, net of refunds..........................	4,873	(38,225)	5,495	(38,422)

</Table>

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

QUANTA SERVICES, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

1. BUSINESS AND ORGANIZATION

Quanta Services, Inc. (Quanta) is a leading provider of specialized contracting services, offering end-to-end network solutions to the electric power, gas, telecommunications and cable television industries. Quanta's comprehensive services include designing, installing, repairing and maintaining network infrastructure. The consolidated financial statements of Quanta include the accounts of Quanta and its wholly owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

In the course of its operations, Quanta is subject to certain risk factors, including but not limited to risks related to: economic downturn, access to capital, compliance with lenders' financial covenants, the financial condition of Quanta's customers, the collectibility of receivables, significant fluctuations in quarterly results, contracts, recoverability of goodwill, rapid technological and structural changes in the industries Quanta serves, competition, internal growth and operating strategies, management of growth, acquisition integration and financing, unionized workforce, dependence on key personnel, availability of qualified employees, potential exposure to environmental liabilities and anti-takeover measures.

INTERIM CONDENSED CONSOLIDATED FINANCIAL INFORMATION

These unaudited condensed consolidated financial statements have been prepared pursuant to the rules of the Securities and Exchange Commission (SEC). Certain information and footnote disclosures, normally included in annual financial statements prepared in accordance with accounting principles generally accepted in the United States, have been condensed or omitted pursuant to those rules and regulations. Quanta believes that the disclosures made are adequate to make the information presented not misleading. In the opinion of management, all adjustments, consisting only of normal recurring adjustments, necessary to fairly present the financial position, results of operations and cash flows with respect to the interim consolidated financial statements have been included. The results of operations for the interim periods are not necessarily indicative of the results for the entire fiscal year. The results of Quanta have historically been subject to significant seasonal fluctuations.

It is suggested that these unaudited condensed consolidated financial statements be read in conjunction with the audited consolidated financial statements and notes thereto of Quanta Services, Inc. and subsidiaries included in Quanta's Annual Report on Form 10-K, which was filed with the SEC on March 31, 2003.

USE OF ESTIMATES AND ASSUMPTIONS

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires the use of estimates and assumptions by management in determining the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities known to exist as of the date the financial statements are published and the reported amount of revenues and expenses recognized during the periods presented. Quanta reviews all significant estimates affecting its consolidated financial statements on a recurring basis and records the effect of any necessary adjustments prior to their publication. Judgments and estimates are based on Quanta's beliefs and assumptions derived from information available at the time such judgments and estimates are made. Uncertainties with respect to such estimates and assumptions are inherent in the preparation of financial statements. Estimates are primarily used in Quanta's assessment of the allowance for doubtful accounts, valuation of inventory, fair value assumption in analyzing goodwill and long-lived asset impairments, self-insured claims liabilities, revenue recognition under percentage-of-completion accounting and income taxes.

CURRENT AND LONG-TERM ACCOUNTS AND NOTES RECEIVABLE AND PROVISION FOR DOUBTFUL ACCOUNTS

Quanta provides an allowance for doubtful accounts when collection of an account or note receivable is considered doubtful. Inherent in the assessment of the allowance for doubtful accounts are certain judgments and estimates including, among others, our customer's access to capital, the customer's willingness or ability to pay, general economic conditions and the ongoing relationship with the customer. Under certain circumstances, such as foreclosures or negotiated settlements, Quanta may take title to the underlying assets in lieu of cash in settlement of receivables. As of June 30, 2003, Quanta has provided allowances for doubtful accounts of approximately $76.0 million. Certain of Quanta's customers, several of them large public telecommunications carriers, have filed for bankruptcy or have been experiencing financial difficulties. Also, a number of Quanta's utility customers are experiencing financial difficulties in the current business climate. Should additional customers file for bankruptcy or continue to experience difficulties, or should anticipated recoveries relating to receivables in existing bankruptcies or other workout situations fail to materialize, Quanta could experience reduced cash flows and losses in excess of current allowances provided. In addition, material changes in our customers' revenues or cash flows could affect our ability to collect amounts due from them.

In June 2002, a large Quanta customer, Adelphia Communications Corporation (Adelphia), filed for bankruptcy protection under Chapter 11 of the Bankruptcy Code, as amended. Quanta has filed liens on various properties to secure substantially all of its pre-petition receivables. The carrying value is based upon Quanta's understanding of the current status of the Adelphia bankruptcy proceeding and a number of assumptions, including assumptions about the validity, priority and enforceability of our security interests. Quanta currently believes it will collect a substantial majority of the balances owed. Should any of the factors underlying Quanta's estimate change, the amount of Quanta's allowance could change significantly. Quanta is uncertain as to whether such receivables will be collected within one year and therefore has included this amount in non-current assets as Accounts and Notes Receivable. Also included in Accounts and Notes Receivable are amounts due from another customer relating to the construction of independent power plants. Quanta has agreed to long-term payment terms for this customer. The notes receivable are partially secured and bear interest at 9.5% per year. In the second quarter of 2003, Quanta provided allowances for these notes receivable due to a substantial deterioration in the estimated future cash flows of the plants, resulting in a carrying value equal to the estimated value of the collateral securing these notes. As of June 30, 2003, the total long-term balances due from both of these customers was $81.2 million, net of an allowance for doubtful accounts of $46.3 million.

CONCENTRATION OF CREDIT RISK

Quanta grants credit, generally without collateral, to its customers, which include electric power and gas companies, telecommunications and cable television system operators, governmental entities, general contractors, builders and owners and managers of commercial and industrial properties located primarily in the United States. Consequently, Quanta is subject to potential credit risk related to changes in business and economic factors throughout the United States. However, Quanta generally is entitled to payment for work performed and typically has certain lien rights on the services provided.

STOCK-BASED COMPENSATION

Quanta accounts for its stock-based compensation under Accounting Principles Board Opinion No. 25 (APB Opinion No. 25), "Accounting for Stock Issued to Employees." Under this accounting method, no compensation expense is recognized in the consolidated statements of operations if no intrinsic value of the option exists at the date of grant. In October 1995, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (SFAS) No. 123, "Accounting for Stock-Based Compensation." SFAS No. 123 encourages companies to account for stock-based compensation awards based on the fair

value of the awards at the date they are granted. The resulting compensation cost would be shown as an expense in the consolidated statements of operations. Companies can choose not to apply the new accounting method and continue to apply current accounting requirements; however, disclosure is required as to what net income and earnings per share would have been had SFAS No. 123 been followed. In addition, Quanta has an Employee Stock Purchase Plan (ESPP). SFAS No. 123 requires the inclusion of stock issued pursuant to an ESPP in the as adjusted disclosure.

Had compensation costs for the 2001 Stock Incentive Plan and the ESPP been determined consistent with SFAS No. 123, Quanta's net income attributable to common stock and earnings per share would have been reduced to the following as adjusted amounts (in thousands, except per share information):

<Table>
<Caption>

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2002	2003	2002	2003
<S>	<C>	<C>	<C>	<C>
Net income (loss) attributable to common stock				
As reported............................	$(177,429)	$ (9,835)	$(612,817)	$(12,569)
As Adjusted -- Basic....................	$(183,119)	$(10,281)	$(623,761)	$(17,602)
As Adjusted -- Diluted..................	$(183,119)	$(10,281)	$(623,761)	$(17,602)
Earnings (loss) per share				
As Reported -- Basic....................	$ (2.26)	$ (0.08)	$ (7.82)	$ (0.13)
As Adjusted -- Basic....................	$ (2.34)	$ (0.09)	$ (7.96)	$ (0.17)

As Reported -- Diluted..................	$ (2.26)	$ (0.08)	$ (7.82)	$ (0.13)
As Adjusted -- Diluted..................	$ (2.34)	$ (0.09)	$ (7.96)	$ (0.17)

</Table>

See Note 7 for additional discussion of the restricted stock issued under Quanta's 2001 Stock Incentive Plan and the effects thereof.

2. PER SHARE INFORMATION

Earnings (loss) per share amounts are based on the weighted average number of shares of common stock and common stock equivalents outstanding during the period. The weighted average number of shares used to compute basic and diluted earnings (loss) per share for the three and six months ended June 30, 2002 and 2003 is illustrated below (in thousands):

<Table>
<Caption>

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2002	2003	2002	2003
<S>	<C>	<C>	<C>	<C>
NET INCOME (LOSS):				
Net income (loss) attributable to common stock.......................	$(177,429)	$ (9,835)	$(612,817)	$(12,569)
Dividends on Series A Convertible Preferred Stock, net of forfeitures........................	232	--	464	(2,109)
Net income (loss) for basic earnings (loss) per share...................	(177,197)	(9,835)	(612,353)	(14,678)
Effect of convertible subordinated notes under the "if converted" method -- interest expense addback, net of taxes.......................	--	--	--	--
Net income (loss) for diluted earnings (loss) per share...................	$(177,197)	$ (9,835)	$(612,353)	$(14,678)
WEIGHTED AVERAGE SHARES:				
Weighted average shares outstanding for basic earnings (loss) per share, including Series A Convertible Preferred Stock....................	78,272	115,799	78,269	114,176
Effect of dilutive stock options.......	--	--	--	--
Effect of convertible subordinated notes under the "if converted" method -- weighted convertible shares.............................	--	--	--	--
Weighted average shares outstanding for diluted earnings (loss) per share...	78,272	115,799	78,269	114,176

</Table>

Pursuant to EITF Topic D-95, "Effect of Participating Convertible Securities on the Computation of Basic Earnings per Share," the impact of the Series A Convertible Preferred Stock has been included in the computation of basic earnings (loss) per share, where applicable. For the three and six months ended June 30, 2002, approximately 8.1 million and 7.9 million stock options were excluded from the computation of diluted earnings (loss) per share because the options' exercise prices were greater than the average market price of Quanta's common stock. For the three and six months ended June 30, 2003, approximately 1.6 million stock options were excluded from the computation of diluted earnings (loss) per share because the options' exercise prices were greater than the average market price of Quanta's common stock. For the three and six months ended June 30, 2002, 452,366 and 464,494 stock options, with exercise prices lower than the average market price of Quanta's Common Stock, were excluded from the computation of diluted earnings (loss) per share because the effect of including them would be antidilutive. For the three and six months ended June 30, 2003, 8,569 and 5,556 stock options, with exercise prices lower than the average market price of Quanta's Common Stock, were excluded from the computation of diluted earnings (loss) per share because the effect of including them would be antidilutive. For the three and six months ended June 30, 2002 and 2003, the effect of assuming conversion of the convertible subordinated notes would be antidilutive and they were therefore excluded from the calculation of diluted earnings (loss) per share.

3. INCOME TAXES

Quanta follows the liability method of accounting for income taxes in accordance with SFAS No. 109, "Accounting for Income Taxes." Under this method, deferred assets and liabilities are recorded for future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities, and are measured using the enacted tax rates and laws that will be in effect when the underlying assets or liabilities are recovered or settled.

As of June 30, 2003, estimates of Quanta's income before taxes for the year ended December 31, 2003 are at levels such that small fluctuations in estimated income before taxes could produce large changes in the estimated annual effective tax rate. Therefore, for the six months ended June 30, 2003, Quanta has provided for taxes based upon the year-to-date loss without regard to year end estimates.

4. NEW ACCOUNTING PRONOUNCEMENTS

In May 2003, the FASB issued SFAS No. 149 "Amendment of Statement 133 on Derivative Instruments and Hedging Activities." SFAS No. 149 amends and clarifies financial accounting and reporting for derivative instruments, including certain derivative instruments embedded in other contracts and for hedging activities under SFAS No. 133. This statement is effective for contracts entered into or modified after June 30, 2003 (with certain exceptions) and for hedging relationships entered into after June 30, 2003. We do not have any financial instruments that fall under the scope of this statement and do not believe that the adoption of SFAS No. 149 will have a material effect on either our financial position, results of operations or cash flows.

In May 2003, the FASB issued SFAS No. 150, "Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity." SFAS No. 150 establishes standards for classifying and measuring certain financial instruments with characteristics of both liabilities and equity. Financial instruments that fall within the scope of SFAS No. 150 will be classified as liabilities (or assets in some circumstances). This statement is effective at the beginning of the first interim period beginning after June 15, 2003.

5. GOODWILL AND OTHER INTANGIBLES

Effective January 1, 2002, Quanta adopted SFAS No. 142, "Goodwill and Other Intangible Assets," which establishes new accounting and reporting requirements for goodwill and other intangible assets. Under SFAS No. 142, all goodwill amortization ceased effective January 1, 2002. Material amounts of recorded goodwill attributable to each of Quanta's reporting units were tested for impairment by comparing the fair value of each reporting unit with its carrying value. Fair value was determined using a combination of the discounted cash flow, market multiple and market capitalization valuation approaches. These impairment tests are required to be performed at adoption of SFAS No. 142 and at least annually thereafter or more frequently if events or changes in circumstances indicate that the asset might be impaired. Significant estimates used in the methodologies include estimates of future cash flows, future short-term and long-term growth rates, weighted average cost of capital and estimates of market multiples for each of the reportable units. On an ongoing basis (absent any impairment indicators), Quanta performs impairment tests annually during the fourth quarter.

Based on Quanta's transitional impairment test performed upon adoption of SFAS No. 142 during the six months ended June 30, 2002, Quanta recognized a $488.5 million non-cash charge, ($445.4 million, net of tax) to reduce the carrying value of goodwill to the implied fair value of Quanta's reporting units. Under

SFAS No. 142, the impairment adjustment recognized upon adoption of the new rules was reflected as a cumulative effect of change in accounting principle, net of tax.

Quanta further recognized an interim non-cash goodwill impairment charge of approximately $166.6 million during the quarter ended June 30, 2002. Impairment adjustments recognized after adoption are required to be recognized as operating expenses. The primary factor contributing to the interim impairment charge was the overall deterioration of the business climate during 2002 in the markets Quanta serves as evidenced by an increased number of bankruptcies in the telecommunications industry, continued devaluation of several of Quanta's customers' debt and equity securities and pricing pressures resulting from challenges faced by major industry participants. Fair value was determined using a combination of the discounted cash flow, market multiple and market capitalization valuation approaches. Interim goodwill impairment assessments are required whenever events or changes occur during the year that indicate that the goodwill may not be recoverable.

Late in the second quarter of 2003, a dispute developed between one of our subsidiaries and its primary customer, leading to a suspension of work for that customer. It is unclear whether the dispute will be resolved favorably or whether work for this customer will resume. If the dispute settles unfavorably for the subsidiary or the subsidiary is unable to replace this work with comparable cash flows, Quanta may record a non-cash goodwill impairment charge of up to $6.5 million.

6. DEBT

CREDIT FACILITY

Quanta has a credit facility with 14 participating banks which matures on June 14, 2004. On March 31, 2003, the commitment reduced from $250.0 million to $225.0 million and will remain in effect at such amount through December 31, 2003. Effective January 1, 2004, the credit facility will reduce to $200.0 million and remain in effect at such amount through maturity of the credit facility on June 14, 2004. Quanta's borrowing availability is further restricted by $25.0 million until Quanta achieves, for two consecutive fiscal quarters beginning with the fourth quarter of 2002, certain minimum EBITDA (as defined in the credit facility) requirements. Quanta has not yet satisfied these EBITDA requirements. In addition, Quanta's borrowing availability under the credit facility is subject to reduction depending upon Quanta's degree of compliance with certain quarterly financial ratios. The credit facility is secured by a pledge of all of the capital stock of Quanta's subsidiaries and the majority of Quanta's assets and is to provide funds to be used for working capital and for other general corporate purposes. Quanta's subsidiaries guarantee the repayment of all amounts due under the facility and the facility restricts pledges on all material assets. Amounts borrowed under the credit facility bear interest at a rate equal to either (a) the London Interbank Offered Rate (the 30 day LIBOR rate was 1.12% at June 30, 2003) plus 1.50% to 3.50%, as determined by the ratio of Quanta's total funded debt to EBITDA or (b) the bank's prime rate (which was 4.0% at June 30, 2003) plus up to 2.00%, as determined by the ratio of Quanta's total funded debt to EBITDA. Commitment fees of 0.375% to 0.50%, based on Quanta's total funded debt to EBITDA, are due on any unused borrowing capacity under the credit facility. The credit facility contains certain financial ratio and indebtedness covenants, including a maximum funded debt to EBITDA ratio, a minimum interest coverage ratio and a maximum senior debt to EBITDA ratio. The credit facility also prohibits the payment of dividends and stock repurchase programs and limits capital expenditures and asset sales. Additionally the credit facility requires a mandatory reduction in the banks' commitment by a portion of the proceeds from asset sales in excess of $5.0 million annually or upon the issuance of additional debt in excess of $15.0 million. As of June 30, 2003, Quanta was in compliance with all of its covenants. However, the lower than anticipated operating performance in the first six months of 2003, if coupled with other conditions such as additional project delays or cancellations, adverse weather conditions or poor contract performance, could adversely affect Quanta's ability to comply with the covenants in the future. As of June 30, 2003, Quanta had no outstanding borrowings under the credit facility and $83.9 million of letters of credit

outstanding, primarily to secure Quanta's potential obligations under the casualty insurance programs. Based on Quanta's senior debt to EBITDA ratio as of June 30, 2003, Quanta has approximately $8.3 million in borrowing availability under the credit facility.

SENIOR SECURED NOTES

In 2000, Quanta closed a private placement of $210.0 million principal amount of senior secured notes, primarily with insurance companies, with maturities currently ranging from March 2005 to September 2010. During 2002, Quanta amended the senior secured notes and, as amended, they have financial covenants and restrictions substantially identical to those of the credit facility. The senior secured notes bear interest at a weighted average interest rate between 8.41% and 9.91% as determined by the ratio of Quanta's total funded debt to EBITDA. The current weighted average interest rate is 9.91%. In addition, the senior secured notes carry a make-whole provision customary for this type of debt instrument on prepayment of principal, including any mandatory prepayments. The senior secured notes carry cross-default provisions and rank equally in right of repayment with indebtedness under Quanta's credit facility.

CONVERTIBLE SUBORDINATED NOTES

During the third quarter of 2000, Quanta issued $172.5 million principal amount of convertible subordinated notes. The convertible subordinated notes bear interest at 4.0% per year and are convertible into shares of Quanta's common stock at a price of $54.53 per share, subject to adjustment as a result of certain events. The convertible subordinated notes require semi-annual interest payments beginning December 31, 2000, until the notes mature on July 1, 2007. Quanta has the option to redeem the notes beginning July 3, 2003; however, redemption is currently prohibited by Quanta's credit facility and senior secured notes.

7. STOCKHOLDERS' EQUITY

SERIES A CONVERTIBLE PREFERRED STOCK

In September 1999, Quanta issued shares of Series A Convertible Preferred Stock, $.00001 par value per share. All outstanding shares of Series A Convertible Preferred Stock remaining were converted into common stock during the first quarter of 2003 and the series was eliminated during the second quarter of 2003.

FIRST RESERVE INVESTMENT

During the fourth quarter of 2002, First Reserve Fund IX, L.P. (First Reserve) purchased from Quanta approximately 2.4 million shares of newly issued Series E Preferred Stock at $30.00 per share. The Series E Preferred Stock was converted into 24.3 million shares of common stock on December 31, 2002 and the series was eliminated during the second quarter of 2003.

Through February 20, 2003, First Reserve had the right to require Quanta to repurchase for cash the shares of common stock issued as a result of the conversion of the shares of Series E Preferred Stock if Quanta had a change in control. As such, the $72.9 million investment was reflected in the consolidated balance sheet as Redeemable Common Stock at December 31, 2002. On February 20, 2003, at the expiration of this right, the Redeemable Common Stock was reclassified to stockholders' equity.

In connection with their investment, First Reserve is entitled to a pre-emptive right to purchase shares of common stock upon Quanta's issuance of shares to third parties. During the first six months of 2003, First Reserve acquired 1,201,128 shares pursuant to such right.

RESTRICTED STOCK

Pursuant to the 2001 Stock Incentive Plan, Quanta issues restricted common stock at the fair market value of the common stock as of the date of issuance. The shares of restricted common stock issued pursuant to the 2001 Stock Incentive Plan are subject to restrictions on transfer and certain other conditions. During the restriction period, the plan participants are entitled to vote and receive dividends on such shares. Upon issuance of the common stock, an unamortized compensation expense equivalent to the market value of the shares on the date of grant is charged to stockholders' equity and is amortized over the restriction period, typically three years.

On January 21, 2003, Quanta offered eligible employees and consultants the opportunity to exchange certain outstanding stock options, with an exercise price of $10.00 or more, for restricted shares of Quanta's common stock at an exchange ratio of one share of restricted stock for every 2.24 option shares tendered. As restricted stock, the shares are subject to forfeiture and other restrictions until they vest. Regardless of the vesting schedule of the eligible options offered for exchange, the restricted stock granted in the offer vests over three years in equal annual installments on February 28 of each year, beginning February 28, 2004, assuming the employee or consultant continues to meet the requirements for vesting. On March 10, 2003, Quanta accepted for exchange and canceled eligible options to purchase an aggregate of 6,769,483 shares of its common stock, representing approximately 93% of the 7,289,750 options that were eligible to be tendered in the offer as of the expiration date. Pursuant to the terms of the offer, Quanta granted restricted stock representing an aggregate of 3,022,112 shares of its common stock, or approximately $9.0 million in value, in exchange for the tendered eligible options. This restricted stock issuance will require Quanta to recognize a non-cash compensation charge of approximately $3.0 million per year over the three-year vesting period of the restricted stock. The remaining 520,267 eligible options that were not exchanged will be required to be accounted for under variable plan accounting under APB Opinion No. 25. The weighted average exercise price of these remaining eligible options is $23.92. In the future, to the extent that Quanta's stock price exceeds an option's exercise price, the difference will be recorded as a non-cash compensation charge with an offset to additional paid-in capital. No charges have been recorded with respect to these options under variable plan accounting through June 30, 2003.

As of June 30, 2002 and 2003, 63,614 and 3,314,152 million shares of restricted stock, respectively, were outstanding. The compensation expense recognized with respect to all restricted stock during the three and six months ended June 30, 2002 was approximately $62,000 and $125,000, respectively, and for the three and six months ended June 30, 2003 was approximately $878,000 and $1,084,000, respectively.

8. SEGMENT INFORMATION

Quanta operates in one reportable segment as a specialty contractor. Quanta provides comprehensive network solutions to the electric power, gas, telecommunications and cable television industries, including designing, installing, repairing and maintaining network infrastructure. In addition, Quanta provides ancillary services such as inside electrical wiring, intelligent traffic networks, cable and control systems for light rail lines, airports and highways, and specialty rock trenching, directional boring and road milling for industrial and commercial customers. Each of these services is provided by various Quanta subsidiaries and discrete financial information is not provided to management at the service level. The following table presents information regarding revenues derived from the industries noted above. Certain reclassifications have been made to the prior period in order to conform to the current period presentation.

<Table>
<Caption>

	SIX MONTHS ENDED JUNE 30,	
	2002	2003
	(IN THOUSANDS)	
<S>	<C>	<C>
Electric power and gas network services....................	$491,130	$479,992
Telecommunications network services........................	150,778	110,887
Cable television network services..........................	108,454	51,954
Ancillary services...	131,380	132,598
	$881,742	$775,431

</Table>

Quanta currently does not have significant operations or long-lived assets in countries outside of the United States.

9. COMMITMENTS AND CONTINGENCIES

LITIGATION

Quanta is from time to time party to various lawsuits, claims and other legal proceedings that arise in the ordinary course of business. These actions typically seek, among other things, compensation for alleged personal injury, breach of contract, property damage, punitive damages, civil penalties or other losses, or injunctive or declaratory relief. With respect to such lawsuits, claims and proceedings, Quanta accrues reserves when it is probable a liability has been incurred and the amount of loss can be reasonably estimated. Quanta does not believe that any of these proceedings, separately or in the aggregate, would be expected to have a material adverse effect on Quanta's results of operations or financial position.

SELF-INSURANCE

Through June 30, 2003, Quanta was insured for employer's liability, auto liability and general liability claims, subject to a deductible of $1,000,000 per occurrence with a deductible for workers' compensation of $2,000,000 per occurrence. In August 2003, Quanta increased the deductible for auto liability claims from $1,000,000 to $2,000,000 per occurrence. Quanta's consolidated non-union employee related health care benefits plan is subject to a deductible of $250,000 per claimant per year. Losses up to the deductible amounts are accrued based upon Quanta's estimates of the ultimate liability for claims incurred and an estimate of claims incurred but not reported. The accruals are based upon known facts and historical trends and management believes such accruals to be adequate. At December 31, 2002 and June 30, 2003, the amounts accrued for self-insured claims were $45.0 million and $53.8 million, respectively, with $27.4 million and $34.4 million, respectively, considered to be long-term and included in Other Non-Current Liabilities.

Quanta is contractually obligated to fund its casualty self-insurance obligations applicable to the policy period from March 1, 2003 to February 29, 2004 with a combination of a cash trust account of $14.4 million and letters of credit totaling $24.4 million. As of June 30, 2003, Quanta had funded the cash trust account with $7.2 million and issued $11.7 million in letters of credit pursuant to the policy period from March 1, 2003 to February 29, 2004. The $7.2 million of restricted cash is classified as non-current and is included in Other Assets.

PERFORMANCE BONDS

In certain circumstances, Quanta is required to provide performance bonds in connection with its contractual commitments. Quanta has indemnified the surety for any expenses paid out under these

performance bonds. As of June 30, 2003, the total amount of outstanding performance bonds was approximately $484.8 million.

LEASES

Quanta leases certain buildings and equipment under non-cancelable lease agreements including related party leases. The following schedule shows the future minimum lease payments under these leases as of June 30, 2003 (in thousands):

<Table>
<Caption>

	CAPITAL LEASES	OPERATING LEASES
<S>	<C>	<C>
Year Ending December 31 --		
2003	$120	$ 9,462
2004	103	12,660
2005	4	9,368
2006	--	4,391
2007	--	1,550
Thereafter	--	2,008
Total minimum lease payments	$227	$39,439
Less -- Amounts representing interest	3	
Present value of minimum lease payments	224	
Less -- Current portion	119	
Total long-term obligations	$105	

</Table>

Quanta has guaranteed a residual value on certain equipment operating leases. Quanta guarantees the difference between this residual value and the fair market value of the underlying asset at the date of termination of the leases. At June 30, 2003, the maximum guaranteed residual value would have been approximately $135.2 million. Quanta believes that no significant payments will be made as a result of the difference between the fair market value of the leased equipment and the guaranteed residual value. However, there can be no assurance that future significant payments will not be required.

CONTINGENT PAYMENTS

Quanta is subject to an agreement with the former owners of an operating unit that was acquired in 2000. Under the terms of this agreement and depending upon the ultimate profitability of certain contracts obtained by the operating unit and the collection of the underlying receivables, Quanta may be required to make additional payments to such former owners with a combination of common stock and cash. At June 30, 2003, the amount of additional payments based on performance to date could equal up to $15.5 million. This amount may be adjusted significantly higher or lower over the term of the agreement.

EMPLOYMENT AGREEMENTS

Quanta has entered into various employment agreements with certain executives which provide for compensation and certain other benefits and for severance payments under certain circumstances. In addition, certain employment agreements contain clauses which become effective upon a change of control of Quanta. Upon any of the defined events in the various employment agreements, Quanta will pay certain amounts to the employee, which vary with the level of the employee's responsibility.

COLLECTIVE BARGAINING AGREEMENTS

Certain of the subsidiaries are party to various collective bargaining agreements with certain of their employees. The agreements require such subsidiaries to pay specified wages and provide certain benefits to their union employees. These agreements expire at various times.

OTHER

Quanta is subject to audit by tax authorities for varying periods in various federal, state and local foreign tax jurisdictions. Disputes arise during the course of such audits as to facts and matters of law.

Quanta has indemnified various parties against specified liabilities that those parties might incur in the future in connection with companies previously acquired or disposed of by Quanta. These indemnities usually are contingent upon the other party incurring liabilities that reach specified thresholds. As of June 30, 2003, Quanta is not aware of circumstances that would lead to future indemnity claims against it for material amounts in connection with these transactions.

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

INTRODUCTION

The following discussion should be read in conjunction with the Condensed Consolidated Financial Statements and related notes thereto included elsewhere in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K, which was filed with the SEC on March 31, 2003, and is available at the SEC's Web site at www.sec.gov.

We derive our revenues from one reportable segment by providing specialized contracting services and offering comprehensive network solutions. Our customers include electric power, gas, telecommunications and cable television companies, as well as commercial, industrial and governmental entities.

We enter into contracts principally on the basis of competitive unit price or fixed price bids, the final terms and prices of which we frequently negotiate with the customer. Although the terms of our contracts vary considerably, most are made on either a unit price or fixed price basis in which we agree to do the work for a price per unit of work performed (unit price) or for a fixed amount for the entire project (fixed price). We also perform services on a cost-plus or time and materials basis. We complete most installation projects within one year, while we frequently provide maintenance and repair work under open-ended, unit price or cost-plus master service agreements which are renewable annually. We generally recognize revenue when services are performed except when work is being performed under fixed price contracts. We typically record revenues from fixed price contracts on a percentage-of-completion basis, using the cost-to-cost method based on the percentage of total costs incurred to date in proportion to total estimated costs to complete the contract. Some of our customers require us to post performance and payment bonds upon execution of the contract, depending upon the nature of the work to be performed. Our fixed price contracts often include payment provisions pursuant to which the customer withholds a 5% to 10% retainage from each progress payment and remits the retainage to us upon completion and approval of the work.

Cost of services consists primarily of salaries, wages and benefits to employees, depreciation, fuel and other vehicle expenses, equipment rentals, subcontracted services, insurance, facilities expenses, materials and parts and supplies. Our gross margin, which is gross profit expressed as a percentage of revenues, is typically higher on projects where labor, rather than materials, constitutes a greater portion of the cost of services. We can predict materials costs more accurately than labor costs. Therefore, to compensate for the potential variability of labor costs, we seek higher margins on our labor-intensive projects. As of June 30, 2003, we had a deductible of $1,000,000 per occurrence related to employer's liability, automobile and general liability claims and a deductible for workers' compensation insurance of $2,000,000 per occurrence. In August 2003, we increased the deductible for auto liability claims from $1,000,000 to $2,000,000 per occurrence. We also have a non-union employee related health care benefit plan that is subject to a deductible of $250,000 per claimant per year. Fluctuations in insurance accruals related to these deductibles could have an impact on operating margins in the period in which such adjustments are made.

Selling, general and administrative expenses consist primarily of compensation and related benefits to management, administrative salaries and benefits, marketing, office rent and utilities, communications, professional fees and bad debt expense. Selling, general and administrative expenses can be impacted by our customers' inability to pay for services performed.

SEASONALITY; FLUCTUATIONS OF QUARTERLY RESULTS

Our results of operations can be subject to seasonal variations. During the winter months, demand for new projects and new maintenance service arrangements may be lower due to reduced construction activity. However, demand for repair and maintenance services attributable to damage caused by inclement weather during the winter months may partially offset the loss of revenues from lower demand for new projects and new maintenance service arrangements. Additionally, our 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 in the United States. Typically, we experience lower gross and operating margins during the winter months due to lower demand for our services and more difficult operating conditions. The financial condition of our

customers and their access to capital, variations in the margins of projects performed during any particular quarter, the timing and magnitude of acquisition assimilation costs, regional economic conditions and timing of acquisitions may also materially affect quarterly results. Accordingly, our operating results in any particular quarter may not be indicative of the results that can be expected for any other quarter or for the entire year.

SIGNIFICANT BALANCE SHEET CHANGES

Total assets did not vary significantly as of June 30, 2003 compared to December 31, 2002. However, specific asset fluctuations are due to the following:

- Cash increased $58.2 million primarily due to the receipt of a $38.2 million income tax refund in the second quarter of 2003, the receipt of $5.4 million associated with the issuance of stock and lower working capital requirements.

- Accounts receivable and costs and estimated earnings in excess of billings on uncompleted contracts decreased $14.3 million primarily due to lower levels of revenue and collections on accounts that were outstanding at December 31, 2002.

- Current deferred taxes decreased $24.1 million due to certain items that we deducted for tax purposes in the 2002 tax return, which were originally not expected to be deducted in 2002.

- Property and equipment, net decreased $18.9 million due to depreciation expense of $29.7 million recorded during the period and the sale of equipment that was no longer being used by certain of our subsidiaries, partially offset by increases as a result of capital expenditures of $12.5 million.

- Accounts and notes receivable, net decreased $15.4 million primarily due to additional allowances recorded during the six months ended June 30, 2003.

- Other assets, net increased $9.2 million primarily due to the funding of a cash trust account for self-insurance in the amount of $7.2 million.

As of June 30, 2003, total liabilities increased approximately $1.6 million, redeemable common stock decreased $72.9 million and stockholders' equity increased approximately $67.1 million compared to December 31, 2002. These fluctuations were primarily due to the following:

- Accounts payable and accrued expenses decreased $10.7 million primarily due to a $6.9 million decrease in trade accounts payable resulting from lower levels of costs incurred during 2003 associated with lower revenues and the payment during 2003 of $3.3 million in accrued debt amendment costs incurred during December 2002 associated with amendments of certain of our debt agreements.

- Deferred income taxes and other non-current liabilities increased $15.0 million primarily as a result of the recording of $8.2 million in additional long-term deferred tax liabilities due to increased differences between the book and tax bases of certain of our assets and an increase of $7.0 million in the long-term portion of our self-insurance reserves.

- Redeemable common stock decreased $72.9 million. On December 20, 2002, First Reserve purchased from us approximately 2.4 million shares of newly issued Series E Preferred Stock at $30.00 per share, for an investment of approximately $72.9 million. The shares of Series E Preferred Stock were converted into 24.3 million shares of common stock on December 31, 2002. Through February 20, 2003, First Reserve had the right to require us to repurchase for cash the shares of common stock issued as a result of the conversion of the shares of Series E Preferred Stock if we had a change in control. As such, the investment had been reflected in the consolidated balance sheet as redeemable common stock at December 31,

2002. On February 20, 2003, at the expiration of the right, the redeemable common stock was reclassified to stockholders' equity.

- Stockholders' equity increased $67.1 million during the first six months of 2003. This was primarily the result of the reclassification of redeemable common stock of $72.9 million to stockholders' equity, the issuance of approximately $1.9 million of common stock pursuant to our Employee Stock Purchase Plan and the issuance of approximately $3.5 million of common stock pursuant to First Reserve's

exercise of their preemptive rights. These increases were partially offset by a net loss attributable to common stock of $12.6 million.

RESULTS OF OPERATIONS

The following table sets forth selected unaudited statements of operations data and such data as a percentage of revenues for the periods indicated:

<Table>
<Caption>

	THREE MONTHS ENDED JUNE 30,				SIX MONTHS ENDED JUNE 30,			
	2002		2003		2002		2003	
	(DOLLARS IN THOUSANDS)							
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Revenues.......................	$ 432,522	100.0%	$408,302	100.0%	$ 881,742	100.0%	$775,431	100.0%
Cost of services (including depreciation)................	384,362	88.9	354,784	86.9	757,895	86.0	684,156	88.2
Gross profit.............	48,160	11.1	53,518	13.1	123,847	14.0	91,275	11.8
Selling, general and administrative expenses......	59,489	13.7	58,107	14.2	110,209	12.5	97,077	12.5
Goodwill impairment............	166,580	38.5	--	--	166,580	18.8	--	--
Income (loss) from operations............	(177,909)	(41.1)	(4,589)	(1.1)	(152,942)	(17.3)	(5,802)	(0.7)
Interest expense...............	(8,035)	(1.9)	(8,138)	(2.0)	(15,889)	(1.8)	(16,102)	(2.1)
Other income, net..............	1,183	0.3	(326)	(0.1)	1,618	0.2	(110)	--
Income (loss) before income tax provision (benefit) and cumulative effect of change in accounting principle......	(184,761)	(42.7)	(13,053)	(3.2)	(167,213)	(18.9)	(22,014)	(2.8)
Provision (benefit) for income taxes.......................	(7,564)	(1.7)	(3,218)	(0.8)	(282)	--	(7,336)	(0.9)
Income (loss) before cumulative effect of change in accounting principle.........	(177,197)	(41.0)	(9,835)	(2.4)	(166,931)	(18.9)	(14,678)	(1.9)
Cumulative effect of change in accounting principle, net of tax..........................	--	--	--	--	445,422	50.5	--	--
Net income (loss)...........	(177,197)	(41.0)	(9,835)	(2.4)	(612,353)	(69.4)	(14,678)	(1.9)
Dividends on preferred stock, net of forfeitures...........	232	--	--	--	464	0.1	(2,109)	(0.3)
Net income (loss) attributable to common stock......................	$(177,429)	(41.0)%	$ (9,835)	(2.4)%	$(612,817)	(69.5)%	$(12,569)	(1.6)%

</Table>

THREE AND SIX MONTHS ENDED JUNE 30, 2003, COMPARED TO THE THREE AND SIX MONTHS ENDED JUNE 30, 2002

Revenues. Revenues decreased $24.2 million and $106.3 million, or 5.6% and 12.1%, to $408.3 million and $775.4 million for the three and six months ended June 30, 2003. The decrease was due to the continued decrease in capital spending by our customers, the inability of certain of these customers to raise new capital, and the continued downturn in the national economy, which have negatively impacted the award of work to specialty contractors. Pricing pressures have also contributed to lower revenues as the competitive bid environment tightens.

Gross profit. Gross profit increased $5.4 million, or 11.1%, to $53.5 million for the three months ended June 30, 2003. As a percentage of revenues, gross margin increased from 11.1% for the three months ended June 30, 2002 to 13.1% for the three months ended June 30, 2003. This increase in gross margin resulted primarily from increased margins on telecommunications revenues during the three months ended June 30, 2003. Gross profit decreased $32.6 million, or 26.3%, to $91.3 million for the six months ended June 30, 2003.

As a percentage of revenue, gross margin decreased from 14.0% for the six months ended June 30, 2002 to 11.8% for the six months ended June 30, 2003. The decrease in gross margin was attributable to shutdowns, delays and substantial operating inefficiencies resulting from severe snowfall in the Northeast and Mountain regions of the United States during the first quarter of 2003, substantially higher than normal rainfall amounts in the South and Southeast and negative impacts due to the economic factors and pricing pressures noted above, partially offset by increased margins on telecommunications revenues during the three months ended June 30, 2003.

Selling, general and administrative expenses. Selling, general and administrative expenses decreased $1.4 million, or 2.3%, to $58.1 million for the three months ended June 30, 2003. During the three months ended June 30, 2003, we recorded $19.0 million in bad debt expense related primarily to notes receivable from one customer. During the second quarter of 2002, we recorded $8.4 million in bad debt expense and proxy defense costs in the amount of $5.9 million. Excluding bad debt expense and proxy costs, selling, general and administrative expenses for the three months ended June 30, 2003 decreased $6.1 million primarily due to reductions in salary and benefit expenses, facility related costs and travel and entertainment costs as a result of reductions in personnel and the closure of certain offices. Selling, general and administrative expenses decreased $13.1 million, or 11.9%, to $97.1 million for the six months ended June 30, 2003. During the six months ended June 30, 2003, we recorded $19.3 million in bad debt expense. During the six months ended June 30, 2002, we recorded $8.6 million in bad debt expense and proxy defense costs in the amount of $10.5 million. Absent these items, selling, general and administrative expenses for the six months ended June 30, 2003 decreased $13.3 million primarily due to reductions in salary and benefit costs, facility related costs and travel and entertainment costs as a result of reductions in personnel and the closure of certain offices.

Goodwill impairment. During the six months ended June 30, 2002, we recognized an interim non-cash SFAS No. 142 goodwill impairment charge of $166.6 million. Any interim impairment adjustments recognized after adoption are required to be recognized as operating expenses. The primary factor contributing to the interim impairment charge was the overall deterioration of the business climate during 2002 in the markets we serve. We did not recognize an interim non-cash goodwill impairment charge during the six months ended June 30, 2003.

Interest expense. Interest expense increased $0.1 million, or 1.3%, to $8.1 million for the three months ended June 30, 2003. This increase was due to higher interest rates, partially offset by lower levels of debt in 2003. Interest expense increased $0.2 million, or 1.3%, to $16.1 million for the six months ended June 30, 2003, also due to higher interest rates, partially offset by lower levels of debt in 2003.

Provision (benefit) for income taxes. The benefit for income taxes was $3.2 million and $7.3 million for the three and six months ended June 30, 2003, with effective tax rates of 24.7% and 33.3%, respectively, compared to a benefit of $7.6 million and $0.3 million for the three and six months ended June 30, 2002, with effective tax rates of 4.1% and 0.2%, respectively. As of June 30, 2003, estimates of our income before taxes for the year ended December 31, 2003 are at levels such that small fluctuations in estimated income before taxes could produce large changes in the estimated annual effective tax rate. Therefore, for the six months ended June 30, 2003, we have provided for taxes based upon the year-to-date loss without regard to year end estimates. The tax rates in 2002 reflect the recording of the net realizable benefit relating to the goodwill impairment charge offset by tax expense on permanent differences.

Cumulative effect of change in accounting principle, net of tax. Based on our transitional impairment test performed upon adoption of SFAS No. 142 in 2002, we recognized a charge, net of tax, of $445.4 million to reduce the carrying value of the goodwill of our reporting units to its implied fair value. Under SFAS No. 142, the impairment adjustment recognized at adoption of the new rule was reflected as a cumulative effect of change in accounting principle in the six months ended June 30, 2002.

Dividends on preferred stock, net of forfeitures. For the six months ended June 30, 2003, we recorded approximately $2.1 million in forfeitures of dividends on the Series A Convertible Preferred Stock. On January 9, 2003, 939,380 shares of Series A Convertible Preferred Stock were converted into shares of common stock and on February 27, 2003, all remaining outstanding shares of Series A Convertible Preferred Stock were converted into shares of common stock. There are currently no outstanding shares of Series A

Convertible Preferred Stock and the series was eliminated during the second quarter of 2003. Any dividends that had accrued on the respective shares of Series A Convertible Preferred Stock were reversed on the date of conversion.

LIQUIDITY AND CAPITAL RESOURCES

As of June 30, 2003, we had cash and cash equivalents of $86.1 million, working capital of $350.6 million and long-term debt of $384.4 million, net of current maturities. Our long-term debt balance at that date included borrowings of $210.0 million of senior secured notes, $1.9 million of other debt and $172.5 million of convertible subordinated notes. We also had $83.9 million of letters of credit outstanding under the credit facility.

During the six months ended June 30, 2003, operating activities provided net cash flow of $73.2 million after considering $30.2 million in depreciation and amortization, $19.3 million for provision for doubtful accounts, $32.3 million for deferred income taxes and lower working capital requirements. We used net cash in investing activities of $18.8 million, including $12.5 million used for capital expenditures and $7.2 million used to fund a cash trust account for our self-insurance. Financing activities provided a net cash flow of $3.8 million, resulting primarily from $1.9 million from the issuance of stock under the Employee Stock Purchase Plan (ESPP) and approximately $3.5 million for shares of common stock sold pursuant to First Reserve's exercise of their preemptive rights, offset by $1.6 million of net repayments of other long-term debt.

We have a credit facility with 14 participating banks that matures on June 14, 2004. On March 31, 2003, the commitment was reduced from $250.0 million to $225.0 million and will remain in effect at such amount through December 31, 2003. Effective January 1, 2004, the credit facility will reduce to $200.0 million and remain in effect at such amount through maturity of the credit facility on June 14, 2004. Our borrowing availability is further restricted by $25.0 million until we achieve, for two consecutive fiscal quarters beginning with the fourth quarter of 2002, certain minimum EBITDA (as defined in the credit facility) requirements. We have not yet satisfied these EBITDA requirements. In addition, our borrowing availability under the credit facility is subject to reduction depending upon our degree of compliance with certain quarterly financial ratios. The credit facility is secured by a pledge of all of the capital stock of our subsidiaries and the majority of our assets and is to provide funds to be used for working capital and for other general corporate purposes. Our subsidiaries guarantee the repayment of all amounts due under the facility and the facility restricts pledges on all material assets. Amounts borrowed under the credit facility bear interest at a rate equal to either (a) LIBOR plus 1.50% to 3.50%, as determined by the ratio of our total funded debt to EBITDA or (b) the bank's prime rate plus up to 2.00%, as determined by the ratio of our total funded debt to EBITDA. Commitment fees of 0.375% to 0.50%, based on our total funded debt to EBITDA, are due on any unused borrowing capacity under the credit facility. The credit facility contains certain financial ratio and indebtedness covenants, including a maximum funded debt to EBITDA ratio, a minimum interest coverage ratio and a maximum senior debt to EBITDA ratio. The credit facility also prohibits the payment of dividends and stock repurchase programs and limits capital expenditures and asset sales. Additionally the credit facility requires a mandatory reduction in the banks' commitment by a portion of the proceeds from asset sales in excess of $5.0 million annually or upon the issuance of additional debt in excess of $15.0 million.

As of June 30, 2003, we were in compliance with all of our covenants. However, our lower than anticipated operating performance in the first six months of 2003, if coupled with other conditions such as additional project delays or cancellations, continued adverse weather conditions or poor contract performance, could adversely affect our ability to comply with the covenants in the future. As of June 30, 2003, we had no borrowings under the credit facility and $83.9 million of letters of credit outstanding, primarily to secure our potential obligations under our casualty insurance programs. Based on our senior debt to EBITDA ratio as of June 30, 2003, we have approximately $8.3 million in borrowing availability under the credit facility. Our current borrowing rate is LIBOR plus 3.50%.

As of June 30, 2003, we had $210.0 million of senior secured notes that have maturities ranging from March 2005 to September 2010. The senior secured notes bear interest at a weighted average interest rate between 8.41% and 9.91% as determined by the ratio of our total funded debt to EBITDA. The current weighted average interest rate is 9.91%. During 2002, we amended the senior secured notes, and as amended, they have financial covenants and restrictions substantially identical to those under the credit facility. In addition, the senior secured notes carry a make-whole provision customary for this type of debt instrument on prepayment of principal, including, any mandatory prepayments. The senior secured notes carry cross-default provisions and rank equally in right of repayment with indebtedness under our credit facility.

As of June 30, 2003, we had $172.5 million in convertible subordinated notes that bear interest at 4.0% per year and are convertible into shares of our common stock at a price of $54.53 per share, subject to adjustment as a result of certain events. The convertible subordinated notes require semi-annual interest payments until the notes mature on July 1, 2007. We have the option to redeem some or all of the convertible subordinated notes beginning July 3, 2003 at specified redemption prices, together with accrued and unpaid interest; however, redemption is currently prohibited by our credit facility and senior secured notes. If certain fundamental changes occur, as described in the indenture under which we issued the convertible subordinated notes, holders of the convertible subordinated notes may require us to purchase all or part of their notes at a purchase price equal to 100% of the principal amount, plus accrued and unpaid interest. In the event of such circumstance, consent to repurchase the convertible subordinated notes would be required under our credit facility and senior secured notes.

On December 20, 2002, First Reserve purchased from us approximately 2.4 million shares of newly issued Series E Preferred Stock at $30.00 per share, for an investment of approximately $72.9 million. The Series E Preferred Stock was converted into 24.3 million shares of common stock on December 31, 2002 and the series was eliminated during the second quarter of 2003. Through February 20, 2003, First Reserve had the right to require us to repurchase for cash the shares of common stock issued as a result of the conversion of the shares of Series E Preferred Stock if we had a change in control. As such, the investment was reflected in the consolidated balance sheet as redeemable common stock at December 31, 2002. On February 20, 2003, at the expiration of this right, the redeemable common stock was reclassified to stockholders' equity.

On January 9, 2003, 939,380 shares of Series A Convertible Preferred Stock were converted into shares of common stock and on February 27, 2003, all remaining outstanding shares of Series A Convertible Preferred Stock were converted into shares of common stock and the series was eliminated during the second quarter of 2003. Dividends of $2.3 million that had accrued on the respective shares of Series A Convertible Preferred Stock, which included $0.2 million accrued during the first quarter of 2003, were reversed on the date of the conversion.

We anticipate that our cash on hand, cash flow from operations and our credit facility will provide sufficient cash to enable us to meet our working capital needs, debt service requirements and planned capital expenditures for property and equipment for at least the next 12 months. However, further deterioration in the markets we serve, material changes in our customers' revenues or cash flows or adverse weather conditions may negatively impact our revenues and cash flows and the ability to meet our financial covenants in the credit facility and senior secured notes. These factors, coupled with the lowered capacity and restrictive covenants of our credit facility and senior secured notes, may negatively impact our ability to meet such needs.

Other Commitments. As is common in our industry, we have entered into certain off-balance sheet arrangements in the ordinary course of business that result in risks not directly reflected in our balance sheets. Our significant off-balance sheet transactions include liabilities associated with non-cancelable operating leases, letter of credit obligations and surety guarantees. We have not engaged in any off-balance sheet financing arrangements through special purpose entities.

We enter into non-cancelable operating leases for many of our facility, vehicle and equipment needs. These leases allow us to conserve cash by paying a monthly lease rental fee for use of facilities, vehicles and equipment rather than purchasing them. At the end of the lease, we have no further obligation to the lessor. We may decide to cancel or terminate a lease before the end of its term, in which case we are typically liable to the lessor for the remaining lease payments under the term of the lease.

We have guaranteed a residual value on certain equipment operating leases. We guarantee the difference between this residual value and the fair market value of the underlying asset at the date of termination of the

leases. At June 30, 2003, the maximum guaranteed residual value would have been approximately $135.2 million. We believe that no significant payments will be made as a result of the difference between the fair market value of the leased equipment and the guaranteed residual value. However, there can be no assurance that future significant payments will not be required.

Some customers require us to post letters of credit to guarantee performance under our contracts and to ensure payment to our subcontractors and vendors under those contracts. Certain of our vendors also require letters of credit to ensure reimbursement for amounts they are disbursing on our behalf, such as to beneficiaries under our self-funded insurance programs. Such letters of credit are generally issued by a bank or similar financial institution. The letter of credit commits the issuer to pay specified amounts to the holder of the letter of credit if the holder demonstrates that we have failed to perform specified actions. If this were to occur, we would be required to reimburse the issuer of the letter of credit. Depending on the circumstances of such a reimbursement, we may also have to record a charge to earnings for the reimbursement. To date, we have not had a claim made against a letter of credit that resulted in payments by the issuer of the letter of credit or by us and do not believe that it is likely that any claims will be made under a letter of credit in the foreseeable future.

We had $83.9 million in letters of credit outstanding under our credit facility primarily to secure obligations under our casualty insurance program at July 31, 2003. While not actual borrowings, letters of credit do reflect potential liabilities under our credit facility and therefore are treated as a use of borrowing capacity under our credit facility. These are irrevocable stand-by letters of credit with maturities expiring at various times throughout 2003 and 2004. Upon maturity, it is expected that the majority of these letters of credit will be renewed for subsequent one-year periods.

We are contractually obligated to fund our casualty self-insurance obligations applicable to the policy period from March 1, 2003 to February 29, 2004 with a combination of a cash trust account of $14.4 million and letters of credit totaling $24.4 million. As of June 30, 2003, we had funded the cash trust account with $7.2 million and issued $11.7 million in letters of credit pursuant to the policy period from March 1, 2003 to February 29, 2004.

Many customers, particularly in connection with new construction, require us to post performance and payment bonds issued by a financial institution known as a surety. These bonds provide a guarantee to the customer that we will perform under the terms of a contract and that we will pay subcontractors and vendors. If we fail to perform under a contract or to pay subcontractors and vendors, the customer may demand that the surety make payments or provide services under the bond. We must reimburse the surety for any expenses or outlays it incurs. To date, we have not had any significant reimbursements to our surety for bond-related costs. We believe that it is unlikely that we will have to fund claims under our surety arrangements in the foreseeable future. As of June 30, 2003, the total amount of outstanding performance bonds was approximately $484.8 million.

Our future contractual obligations, including interest under capital leases, are as follows (in thousands):

<Table>
<Caption>

	TOTAL	2003	2004	2005	2006	2007	THEREAFTER
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Long-term debt obligations including capital leases......	$390,711	$4,935	$ 2,194	$103,802	$5,263	$214,017	$60,500
Operating lease obligations.....	$ 39,439	$9,462	$12,660	$ 9,368	$4,391	$ 1,550	$ 2,008

</Table>

Concentration of Credit Risk. We grant credit, generally without collateral, to our customers, which include electric power and gas companies, telecommunications and cable television system operators, governmental entities, general contractors, and builders, owners and managers of commercial and industrial properties located primarily in the United States. Consequently, we are subject to potential credit risk related to changes in business and economic factors throughout the United States. However, we generally are entitled to payment for work performed and have certain lien rights on our services provided. Under certain circumstances, such as foreclosures or negotiated settlements, we may take title to the underlying assets in lieu of cash in settlement of receivables. As previously discussed herein, our customers in the telecommunications business have experienced significant financial difficulties and in several instances have filed for bankruptcy.

Our utility customers are also experiencing business challenges in the current business climate. These economic conditions expose us to increased risk related to collectibility of receivables for services we have performed.

In June 2002, a large customer, Adelphia Communications Corporation (Adelphia), filed for bankruptcy protection under Chapter 11 of the Bankruptcy Code, as amended. We have filed liens on various properties to secure substantially all of our pre-petition receivables. Our carrying value is based upon our understanding of the current status of the Adelphia bankruptcy proceeding and a number of assumptions, including assumptions about the validity, priority and enforceability of our security interests. We currently believe we will collect a substantial majority of the balances owed. Should any of the factors underlying our estimate change, the amount of our allowance could change significantly. We are uncertain as to whether such receivables will be collected within one year and therefore have included this amount in non-current assets as accounts and notes receivable as of June 30, 2003. Also included in accounts and notes receivable are amounts due from another customer relating to the construction of independent power plants. We have agreed to long-term payment terms for this customer. The notes receivable are partially secured and bear interest at 9.5% per year. In the second quarter of 2003, Quanta provided allowances for these notes receivable due to a substantial deterioration in the estimated future cash flows of the plants, resulting in a carrying value equal to the estimated value of the collateral securing these notes. As of June 30, 2003, the total long-term balances due from both of these customers was $81.2 million, net of an allowance for doubtful accounts of $46.3 million.

Litigation. We are from time to time a party to various lawsuits, claims and other legal proceedings that arise in the ordinary course of business. These actions typically seek, among other things, compensation for alleged personal injury, breach of contract, property damage, punitive damages, civil penalties or other losses, or injunctive or declaratory relief. With respect to all such lawsuits, claims and proceedings, we accrue reserves when it is probable a liability has been incurred and the amount of loss can be reasonably estimated. We do not believe that any of these proceedings, separately or in the aggregate would be expected to have a material adverse effect on our results of operations or financial position.

Change of Control. We have employment agreements with certain employees that become effective upon a change of control of Quanta (as defined in the employment agreements). The employment agreements provide that, following a change in control, if we terminate the employee's employment without cause (as defined in the employment agreements), the employee terminates employment for good reason (as defined in the employment agreements), or the employee's employment terminates due to death or disability, we will pay certain amounts to the employee, which may vary with the level of the employee's responsibility and the terms of the employee's prior employment arrangements. In addition, in the case of certain senior executives except Mr. Colson, our chief executive officer, these payments would also be due if the employee terminates his or her employment within the 30-day window period commencing six months after the change in control.

Related Party Transactions. In the normal course of business, we from time to time enter into transactions with related parties. These transactions typically take the form of facility leases with prior owners.

NEW ACCOUNTING PRONOUNCEMENTS

In May 2003, the FASB issued SFAS No. 149 "Amendment of Statement 133 on Derivative Instruments and Hedging Activities." SFAS No. 149 amends and clarifies financial accounting and reporting for derivative instruments, including certain derivative instruments embedded in other contracts and for hedging activities under SFAS No. 133. This statement is effective for contracts entered into or modified after June 30, 2003 (with certain exceptions) and for hedging relationships entered into after June 30, 2003. We do not have any financial instruments that fall under the scope of this statement and do not believe that the adoption of SFAS No. 149 will have a material effect on either our financial position, results of operations or cash flows.

In May 2003, the FASB issued SFAS No. 150, "Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity." SFAS No. 150 establishes standards for classifying and measuring certain financial instruments with characteristics of both liabilities and equity. Financial instruments that fall within the scope of SFAS No. 150 will be classified as liabilities (or an asset in some

circumstances). This statement is effective at the beginning of the first interim period beginning after June 15, 2003.

CRITICAL ACCOUNTING POLICIES

The discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities known to exist at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. We evaluate our estimates on an ongoing basis, based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. There can be no assurance that actual results will not differ from those estimates. Management has reviewed its development and selection of critical accounting estimates with the audit committee of our board of directors. We believe the following accounting policies affect our more significant judgments and estimates used in the preparation of our consolidated financial statements:

> Current and Long-Term Accounts and Notes Receivable and Provision for Doubtful Accounts. We provide an allowance for doubtful accounts when collection of an account or note receivable is considered doubtful. Inherent in the assessment of the allowance for doubtful accounts are certain judgments and estimates including, among others, our customer's access to capital, our customer's willingness or ability to pay, general economic conditions and the ongoing relationship with the customer. For example, certain of our customers, primarily large public telecommunications carriers, have filed for bankruptcy or have been experiencing financial difficulties, and as a result we increased our allowance for doubtful accounts to reflect that certain customers may be unable to meet their obligations to us in the future. Should additional customers file for bankruptcy or experience difficulties, or should anticipated recoveries relating to the receivables in existing bankruptcies and other workout situations fail to materialize, we could experience

reduced cash flows and losses in excess of current reserves.

Goodwill and Other Intangibles. As stated in Note 5 of Notes to Condensed Consolidated Financial Statements, SFAS No. 142 provides that goodwill and other intangible assets that have indefinite useful lives not be amortized, but instead must be tested at least annually for impairment, and intangible assets that have finite useful lives should continue to be amortized over their useful lives. SFAS No. 142 also provides specific guidance for testing goodwill and other nonamortized intangible assets for impairment. Goodwill of a reporting unit shall be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. Examples of such events or circumstances may include a significant change in business climate or a loss of key personnel, among others. SFAS No. 142 requires that management make certain estimates and assumptions in order to allocate goodwill to reporting units and to determine the fair value of reporting unit net assets and liabilities, including, among other things, an assessment of market conditions, projected cash flows, cost of capital and growth rates, which could significantly impact the reported value of goodwill and other intangible assets. Estimating future cash flows requires significant judgment and our projections may vary from cash flows eventually realized.

Late in the second quarter of 2003, a dispute developed between one of our subsidiaries and its primary customer, leading to a suspension of work for that customer. It is unclear whether the dispute will be resolved favorably or whether work for this customer will resume. If the dispute settles unfavorably for the subsidiary or the subsidiary is unable to replace this work with comparable cash flows, we may record a non-cash goodwill impairment charge of up to $6.5 million.

Revenue Recognition. We typically record revenues from fixed price contracts on a percentage-of-completion basis, using the cost-to-cost method based on the percentage of total costs incurred to date in proportion to total estimated costs to complete the contract. Changes in job performance, job conditions and final contract settlements, among others, are factors that influence the assessment of the total estimated costs to complete these contracts.

Self-Insurance. We are insured for employer's liability, auto liability and general liability claims, subject to a deductible of $1,000,000 per occurrence, and for workers' compensation insurance subject to a deductible of $2,000,000 per occurrence. In August 2003, we increased the deductible for auto liability claims from $1,000,000 to $2,000,000 per occurrence. We also have a corporate non-union employee related health care benefit plan that is subject to a deductible of $250,000 per claimant per year. Losses up to the deductible amounts are accrued based upon our estimates of the ultimate liability for claims incurred and an estimate of claims incurred but not reported. However, insurance liabilities are difficult to assess and estimate due to unknown factors, including the severity of an injury, the determination of our liability in proportion to other parties, the number of incidents not reported and the effectiveness of our safety program. The accruals are based upon known facts and historical trends and management believes such accruals to be adequate.

Stock Options. We account for our stock-based compensation under Accounting Principles Board Opinion No. 25 (APB Opinion No. 25), "Accounting for Stock Issued to Employees." Under this accounting method, no compensation expense is recognized in the consolidated statements of operations if no intrinsic value of the option exists at the date of grant. In October 1995, the FASB issued SFAS No. 123, "Accounting for Stock Based Compensation." SFAS No. 123 encourages companies to account for stock-based compensation awards based on the fair value of the awards at the date they are granted. The resulting compensation costs would be shown as an expense in the consolidated statements of operations. Companies can choose not to apply the new accounting method and continue to apply current accounting requirements; however, disclosure is required as to what net income and earnings per share would have been had the new accounting method been followed.

As a result of our stock option exchange offer during the first quarter of 2003, certain stock options are required to be accounted for under variable plan accounting. See additional discussion in Note 7 to the Notes to Condensed Consolidated Financial Statements.

OUTLOOK

The following statements are based on current expectations. These statements are forward looking, and actual results may differ materially.

Like many companies that provide installation and maintenance services to the electrical power, gas, telecommunications and cable television industries, we are facing a number of challenges. The telecommunications and utility markets experienced substantial change during 2002 as evidenced by an increased number of bankruptcies in the telecommunications market, continued devaluation of many of our customers' debt and equity securities and pricing pressures resulting from challenges faced by major industry participants. These factors have contributed to the delay and cancellation of projects and reduction of capital spending that have impacted our operations and ability to grow at historical levels.

We continue to focus on the elements of the business we can control, including cost control, the margins we accept on projects, collecting receivables, ensuring quality service and right sizing initiatives to match the markets we serve. These initiatives include aligning our work force with our current revenue base, evaluating opportunities to reduce the number of field offices and evaluating our non-core assets for potential sale. Such initiatives could result in future charges related to, among others, severance, facilities shutdown and consolidation, property disposal and other exit costs as we execute these initiatives.

We expect consistent demand for our services from our electric power and gas customers throughout 2003 with stabilization in the demand for our services from our telecommunications and cable customers and relatively level demand for our ancillary services. Financial and economic pressures have led our customers to return to their core competencies and focus on cost reductions, resulting in an increased focus on outsourcing services. We believe that we are adequately positioned to provide these services because of our proven full-service operating units with broad geographic reach, financial capability and technical expertise.

Capital expenditures in 2003 are expected to be approximately $30.0 million. A majority of the expenditures will be for operating equipment. We expect expenditures for 2003 to be funded substantially through internal cash flows and, to the extent necessary, from borrowings under our credit facility.

UNCERTAINTY OF FORWARD-LOOKING STATEMENTS AND INFORMATION

This Quarterly Report on Form 10-Q includes statements reflecting assumptions, expectations, projections, intentions or beliefs about future events that are intended as "forward-looking statements" under the Private Securities Litigation Reform Act of 1995. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as "anticipate," "estimate," "project," "forecast," "may," "will," "should," "could," "expect," "believe" and other words of similar meaning. In particular, these include, but are not limited to, statements relating to the following:

- Projected operating or financial results;
- Expectations regarding capital expenditures;
- The effects of competition in our markets;
- The duration and extent of the current economic downturn;
- Materially adverse changes in economic conditions in the markets served by us or by our customers, and;
- Our ability to achieve cost savings.

Any or all of our forward-looking statements may turn out to be wrong. They can be affected by inaccurate assumptions and by known or unknown risks and uncertainties, including the following:

- The duration and extent of the current economic downturn;
- The cost of borrowing, availability of credit, debt covenant compliance and other factors affecting our financing activities;
- Quarterly variations in our operating results due to seasonality and adverse weather conditions;
- Material adverse changes in economic conditions in the markets served by us or by our customers;
- The adverse impact of goodwill impairments;
- Replacement of our contracts as they are completed or expire;
- Rapid technological and structural changes that could reduce the demand for the services we provide;
- Our ability to effectively compete for market share;
- Our ability to generate internal growth;

- Our growth outpacing our infrastructure;

- Retention of key personnel and qualified employees;

- The impact of our unionized workforce on our operations and acquisition strategy;

- Potential exposure to environmental liabilities;

- Our ability to effectively integrate the operations of our companies;

- Beliefs and assumptions about the collectibility of receivables;

- Our dependence on fixed price contracts;

- Cancellation provisions within our contracts; and

- Beliefs or assumptions about the outlook for markets we serve.

Many of these factors will be important in determining our actual future results. Consequently, no forward-looking statement can be guaranteed. Our actual future results may vary materially from those expressed or implied in any forward-looking statements.

All of our forward-looking statements, whether written or oral, are expressly qualified by these cautionary statements and any other cautionary statements that may accompany such forward-looking statements. In addition, we disclaim any obligation to update any forward-looking statements to reflect events or circumstances after the date of this report.

ITEM 4. CONTROLS AND PROCEDURES

Our management evaluated, with the participation of our Chairman and Chief Executive Officer and Chief Financial Officer the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act)), as of June 30, 2003. Based on their evaluation, our Chairman and Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of June 30, 2003.

There has been no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended June 30, 2003, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II -- OTHER INFORMATION

QUANTA SERVICES, INC. AND SUBSIDIARIES

ITEM 1. LEGAL PROCEEDINGS

We are from time to time a party to various lawsuits, claims and other legal proceedings that arise in the ordinary course of business. These actions typically seek, among other things, compensation for alleged personal injury, breach of contract, property damage, punitive damages, civil penalties or other losses, or injunctive or declaratory relief. With respect to all such lawsuits, claims and proceedings, we accrue reserves when it is probable a liability has been incurred and the amount of loss can be reasonably estimated. We do not believe that any of these proceedings, separately or in the aggregate, would be expected to have a material adverse effect on our results of operations or financial position.

ITEM 2. CHANGES IN SECURITIES

(c) Recent Sales of Unregistered Securities

On April 28, 2003, First Reserve purchased 1,179,091 shares of common stock for a total purchase price of $3,497,778 pursuant to the exercise of their preemptive right to purchase a proportionate number of shares of common stock in respect of our issuance or sale of shares of common stock to third parties. We relied on Section 4(2) of the Securities Act of 1933 as the basis for exemption from registration. For the issuance, First Reserve was an "accredited investor" as defined in Rule 501 promulgated pursuant to the Securities Act.

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

The Company held its annual meeting of stockholders in Houston, Texas on May 22, 2003. Nine members were elected to the board of directors, each to serve until the next annual meeting of the Company and until their respective successors have been elected and qualified.

The following eight individuals were elected to the board of directors by the holders of the Common Stock of the Company, with no abstentions or broker non-votes:

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NOMINEE	FOR	AGAINST
James R. Ball	99,331,646	2,527,478
John R. Colson	99,293,626	2,565,498
Louis G. Golm	99,332,037	2,527,087
Ben A. Guill	99,332,232	2,526,892
James A. Nattier	99,332,388	2,526,736
Thomas J. Sikorski	99,322,578	2,536,546
Gary A. Tucci	99,332,456	2,526,668
John R. Wilson	99,329,315	2,529,809

</Table>

The holders of Limited Vote Common Stock of the Company elected Vincent D. Foster to the board of directors. Mr. Foster was elected by a vote of 613,701 shares of the Limited Vote Common Stock, with 322,592 shares voted against and no abstentions or broker non-votes.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits.

<Table>
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EXHIBIT NUMBER		DESCRIPTION
3.1	--	Certificate of Elimination of the Designation of the Series A Convertible Preferred Stock (filed herewith)
3.2	--	Certificate of Elimination of the Designation of the Series E Convertible Preferred Stock (filed herewith)
3.3	--	Restated Certificate of Incorporation (filed herewith)
10.43	--	Amendment No. 2 to Settlement and Governance Agreement between Quanta and Aquila, Inc. dated as of April 10, 2003 (filed herewith)
10.44	--	Employment Agreement, dated as of May 21, 2003, by and between Quanta and John R. Colson (filed herewith)
10.45	--	Employment Agreement, dated as of May 21, 2003, by and between Quanta and James H. Haddox (filed herewith)
10.46	--	Employment Agreement, dated as of May 21, 2003, by and between Quanta and John R. Wilson (filed herewith)
10.47	--	Employment Agreement, dated as of May 21, 2003, by and between Quanta and Luke T. Spalj (filed herewith)
31.1	--	Certification of Periodic Report by Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) and pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
31.2	--	Certification of Periodic Report by Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) and pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.1	--	Certification of Periodic Report by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
32.2	--	Certification of Periodic Report by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)

</Table>

SIGNATURE

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

QUANTA SERVICES, INC.

By: /s/ DERRICK A. JENSEN

Derrick A. Jensen
Vice President, Controller and
Chief Accounting Officer

Dated: August 14, 2003

EXHIBIT INDEX

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10.47	--	Employment Agreement, dated as of May 21, 2003, by and between Quanta and Luke T. Spalj (filed herewith)
31.1	--	Certification of Periodic Report by Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) and pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
31.2	--	Certification of Periodic Report by Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) and pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.1	--	Certification of Periodic Report by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
32.2	--	Certification of Periodic Report by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)

</Table>

EXHIBIT 3.1

CERTIFICATE OF ELIMINATION OF THE
DESIGNATION OF THE
SERIES A CONVERTIBLE PREFERRED STOCK
OF QUANTA SERVICES, INC.

Pursuant to Section 151(g)
of the General Corporation Law
of the State of Delaware

Quanta Services, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), in accordance with the provisions of Section 151(g) of the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. That, pursuant to Section 151 of the General Corporation Law of the State of Delaware and authority granted in the Certificate of Incorporation of the Corporation, the Board of Directors of the Corporation, by resolution duly adopted, authorized the issuance of a series of 3,444,961 shares of Series A Convertible Preferred Stock, par value $0.00001 per share (the "Series A Preferred Stock"), and established the voting powers, designations, preferences and relative, participating and other rights, and the qualifications, limitations or restrictions thereof, and, on September 21, 1999, filed a Certificate of Designation with respect to such Series E Preferred Stock in the office of the Secretary of State of Delaware and on June 15, 2000 and February 10, 2003 filed amendments to such Certificate of Designation.

2. That no shares of said Series A Preferred Stock are outstanding and no shares thereof will be issued.

3. That the Board of Directors of the Corporation adopted the following resolutions:

WHEREAS, by resolution of the Board of Directors of the Corporation and by a Certificate of Designation filed in the office of the Secretary of State of Delaware on September 21, 1999, as amended on June 15, 2000 and February 10, 2003, this Corporation authorized the issuance of a series of 3,444,961 shares of Series A Convertible Preferred Stock of the Corporation (the "Series A Preferred Stock") and established the voting powers, designations, preferences and relative, participating and other rights, and the qualifications, limitations or restrictions thereof; and

WHEREAS, as of the date hereof no shares of such Series A Preferred Stock are outstanding and no shares of such Series A Preferred Stock will be issued; and

WHEREAS, it is desirable that all reference to such Series A Preferred Stock be eliminated from the Amended and Restated Certificate of Incorporation, as amended, of the Corporation; and

WHEREAS, it is desirable that all such shares of Series A Preferred Stock resume the status of authorized but unissued shares of Preferred Stock of the Corporation, par value $0.00001 per share (the "Preferred Stock"); and

IT IS HEREBY RESOLVED, as of the date hereof no shares of such Series A Preferred Stock are outstanding and no shares of such Series A Preferred Stock will be issued; and that the officers of the Corporation are hereby authorized and directed to file a Certificate with the office of the Secretary of State of Delaware setting forth a copy of this resolution whereupon all reference to such Series A Preferred Stock shall be eliminated from the Amended and Restated Certificate of Incorporation, as amended, of the Corporation.

4. That, accordingly, all reference to the Series A Preferred Stock, par value $0.00001 per share, of the Corporation be, and it hereby is, eliminated from the Amended and Restated Certificate of Incorporation, as amended, of the Corporation and the shares of capital stock of the Corporation formerly designated as Series A Preferred Stock shall resume the status of authorized but unissued shares of Preferred Stock.

IN WITNESS WHEREOF, Quanta Services, Inc. has caused this Certificate to be signed by Dana A. Gordon, its Vice President and General Counsel, as of this 6th day of May, 2003.

Quanta Services, Inc.

By: /s/ DANA A. GORDON

Name: Dana A. Gordon
Office: Vice President and General Counsel

EXHIBIT 3.2

CERTIFICATE OF ELIMINATION OF THE DESIGNATION OF THE SERIES E CONVERTIBLE PREFERRED STOCK OF QUANTA SERVICES, INC.

Pursuant to Section 151(g)
of the General Corporation Law
of the State of Delaware

Quanta Services, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), in accordance with the provisions of Section 151(g) of the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. That, pursuant to Section 151 of the General Corporation Law of the State of Delaware and authority granted in the Certificate of Incorporation of the Corporation, the Board of Directors of the Corporation, by resolution duly adopted, authorized the issuance of a series of 3,918,209 shares of Series E Convertible Preferred Stock, par value $0.00001 per share (the "Series E Preferred Stock"), and established the voting powers, designations, preferences and relative, participating and other rights, and the qualifications, limitations or restrictions thereof, and, on December 20, 2002, filed a Certificate of Designation with respect to such Series E Preferred Stock in the office of the Secretary of State of Delaware.

2. That no shares of said Series E Preferred Stock are outstanding and no shares thereof will be issued.

3. That the Board of Directors of the Corporation adopted the following resolutions:

> WHEREAS, by resolution of the Board of Directors of the Corporation and by a Certificate of Designation filed in the office of the Secretary of State of Delaware on December 20, 2002, this Corporation authorized the issuance of a series of 3,918,209 shares of Series E Convertible Preferred Stock of the Corporation (the "Series E Preferred Stock") and established the voting powers, designations, preferences and relative, participating and other rights, and the qualifications, limitations or restrictions thereof; and
>
> WHEREAS, as of the date hereof no shares of such Series E Preferred Stock are outstanding and no shares of such Series E Preferred Stock will be issued; and
>
> WHEREAS, it is desirable that all reference to such Series E Preferred Stock be eliminated from the Amended and Restated Certificate of Incorporation, as amended, of the Corporation; and
>
> WHEREAS, it is desirable that all such shares of Series E Preferred Stock resume the status of authorized but unissued shares of Preferred Stock of the Corporation, par value $0.00001 per share (the "Preferred Stock"); and
>
> IT IS HEREBY RESOLVED, as of the date hereof no shares of such Series E Preferred Stock are outstanding and no shares of such Series E Preferred Stock will be issued; and that the officers of the Corporation are hereby authorized and directed to file a Certificate with the office of the Secretary of State of Delaware setting forth a copy of this resolution whereupon all reference to such Series E Preferred Stock shall be eliminated from the Amended and Restated Certificate of Incorporation, as amended, of the Corporation.

4. That, accordingly, all reference to the Series E Preferred Stock, par value $0.00001 per share, of the Corporation be, and it hereby is, eliminated from the Amended and Restated Certificate of Incorporation, as amended, of the Corporation and the shares of capital stock of the Corporation formerly designated as Series E Preferred Stock shall resume the status of authorized but unissued shares of Preferred Stock.

IN WITNESS WHEREOF, Quanta Services, Inc. has caused this Certificate to be signed by Dana A. Gordon, its Vice President and General Counsel, as of this 6th day of May, 2003.

Quanta Services, Inc.

By: /s/ DANA A. GORDON

Name: Dana A. Gordon
Office: Vice President and General Counsel

EXHIBIT 3.3

RESTATED CERTIFICATE OF INCORPORATION

OF

QUANTA SERVICES, INC.

Quanta Services, Inc, (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

1. The present name of the Corporation is Quanta Services, Inc. The Corporation was originally incorporated under the name "Fabal Construction, Inc." and the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on August 19, 1997. The Certificate of Incorporation of the Corporation was amended and restated on December 22, 1997, January 28, 1998 and February 10, 1998.

2. This Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Section 245 of the General Corporation Law of the State of Delaware.

3. The Certificate of Incorporation of the Corporation is hereby restated and integrated in its entirety as follows:

FIRST. The name of the corporation is Quanta Services, Inc.

SECOND. The Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808. The name of its registered agent at such address is the Corporation Service Corporation.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH. The aggregate number of shares of capital stock that the Corporation will have authority to issue is Three Hundred Thirteen Million, Three Hundred Forty Five Thousand, Three Hundred Thirty Three (313,345,333), Three Hundred Million (300,000,000) of which will be shares of Common Stock, having a par value of $0.00001 per share (hereinafter called "Common Stock"), Three Million, Three Hundred Forty Five Thousand, Three Hundred Thirty Three (3,345,333) of which will be shares of Limited Vote Common Stock, having a par value of $0.00001 per share (hereinafter called "Limited Vote Common Stock") and Ten Million (10,000,000) of which will be shares of Preferred Stock having a par value of $0.00001 per share (hereinafter called "Preferred Stock").

(a) Preferred Stock may be issued in one or more series as may be determined from time to time by the Board of Directors. All shares of any one series of Preferred Stock will be identical except as to the dates of issue and the dates from which dividends on shares of the series issued on different dates will cumulate, if cumulative. Authority is hereby expressly granted to the Board of Directors to authorize the issuance of one or more series of Preferred Stock, and to fix by resolution or resolutions providing for the issue of each such series the voting powers, designations, preferences, and relative, participating, optional, redemption, conversion, exchange or other special rights, qualifications, limitations or restrictions of such series, and the number of shares in each series, to the full extent now or hereafter permitted by law.

Pursuant to the authority created by this Article FOURTH upon the Board of Directors of the Company, on October 24, 2002, the Company created a series of 1,000,000 shares of Preferred Stock of the Company designated as Series D Junior Participating Preferred Stock by filing a Certificate of Designations, of the Series D Junior Participating Preferred Stock (the "Series D Certificate of Designations") with the Secretary of State and the voting powers, designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, of the Company's Series D Junior Participating Preferred Stock are set forth in Appendix A hereto and are incorporated herein by reference.

(b) Subject to the preferred rights of the holders of shares of any class or series of Preferred Stock, the holders of Common Stock shall be entitled to receive out of the funds of the Corporation legally available therefor, such dividends (payable in cash, stock or otherwise) as the Board of Directors may from time to time determine, payable to stockholders of record on such dates, not exceeding 60 days preceding the dividend payment dates, as shall be fixed for such purpose by the Board of Directors in advance of payment of each particular dividend. All dividends on Common Stock shall be paid pari passu with dividends on Limited Vote Common Stock.

In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the distribution or payment to the holders of shares of any class or series of Preferred Stock as provided by the Board of Directors with respect to any such class or series of Preferred Stock, the remaining assets of the Corporation available for distribution to stockholders shall be distributed among and paid to the holders of Common Stock and Limited Vote Common Stock ratably in proportion to the number of shares of Common Stock and Limited Vote Common Stock held by them respectively.

Except as otherwise required by law, each holder of shares of Common Stock shall be entitled to one vote for each share of Common Stock standing in such holder's name of the books of the Corporation.

(c) Subject to the preferred rights of the holders of shares of any class or series of Preferred Stock, the holders of the Limited Vote Common Stock shall be entitled to receive, as and when declared by the Board of Directors, such dividends (payable in cash, stock or otherwise) as the Board of Directors may from time to time determine, payable to stockholders of record on such dates, not exceeding 60 days preceding the dividend payment dates, as shall be fixed for such purpose by the Board of Directors in advance of payment of each particular dividend. All dividends on Limited Vote Common Stock shall be paid pari passu with dividends on Common Stock.

Holders of Limited Vote Common Stock voting as a 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 the member elected by them from the Board of Directors. Subject to the

foregoing, and except as otherwise required by law, each holder of shares of Limited Vote Common Stock shall be entitled to one-tenth of one vote for each share of Limited Vote Common Stock standing in such holder's name of the books of the Corporation.

Each share of the Limited Vote Common Stock will automatically convert into Common Stock on a share-for-share basis in the event of a disposition of such share of Limited Vote Common Stock by the holder; provided that the following shall not be considered a disposition that causes conversion into Common Stock: (i) a distribution by a holder to its partners or beneficial owners or (ii) a transfer by a holder to a related party of such holder or to another holder of Limited Vote Common Stock or a related party thereto (whether a party is a "related party" shall be determined in accordance with Sections 267, 707, 318, and/or 4946 of the Internal Revenue Code of 1986, as amended).

(d) The Corporation shall be entitled to treat the person in whose name any share of its stock is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall have notice thereof, except as expressly provided by applicable laws.

FIFTH. The number of directors of the Corporation shall be as specified in, or determined in the manner provided in, the Bylaws, but shall be at least one and not more than nineteen. Election of directors need not be by written ballot. A director of the Corporation may be removed only for cause and only upon the affirmative vote of the holders of a majority of the outstanding stock of the Corporation entitled to vote at an election of directors, subject to further restrictions on removal, not inconsistent with this Section, as may be contained in the bylaws.

Notwithstanding the foregoing, whenever the holders of any one or more classes or series of Preferred Stock issued by the Corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of the Directors' resolutions applicable thereto, and such directors so elected shall not be subject to the provisions of this Section unless expressly provided by such terms.

SIXTH. No stockholder of the Corporation will, solely by reason of holding shares of any class, have any preemptive or preferential right to purchase or subscribe for any shares of the Corporation, now or hereafter to be authorized, or any notes, debentures, bonds or other securities convertible into or carrying warrants, rights or options to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares or such notes, debentures, bonds or other securities would adversely affect the dividend, voting or any other rights of such stockholder. The Board of Directors may authorize the issuance of, and the Corporation may issue, shares of any class of the Corporation, or any notes, debentures, bonds or other securities convertible into or carrying warrants, rights or options to purchase any such shares, without offering any shares of any class to the existing holders of any class of stock of the Corporation.

SEVENTH. At all meetings of stockholders, a quorum will be present if the holders of a majority of the shares entitled to vote at the meeting are represented at the meeting in person or by proxy. From and after the first date as of which any class of the Corporation's equity securities is traded on a national securities exchange, (i) any action required or permitted to be taken by the stockholders of the Corporation must be effected at an annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders and (ii) special meetings of the stockholders of the Corporation may be called only by the Chairman of the Board of Directors and shall be called within ten (10) days after receipt of the written request of the Board of Directors, pursuant to a resolution approved by a majority of the whole Board of Directors.

EIGHTH. Stockholders of the Corporation will not have the right of cumulative voting for the election of directors or for any other purpose.

NINTH. The Board of Directors is expressly authorized to alter, amend or repeal the Bylaws of the Corporation or to adopt new Bylaws.

TENTH. (a) The Corporation will, to the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended, indemnify any and all persons it has power to indemnify under such law from and against any and all of the expenses, liabilities or other matters referred to in or covered by such law. Such indemnification may be provided pursuant to any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his director or officer capacity and as to action in another capacity while holding such office, will continue as to a person who has ceased to be a director, officer, employee or agent, and will inure to the benefit of the heirs, executors and administrators of such a person.

(b) If a claim under the preceding paragraph (a) is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant will be entitled to be paid also the expense of prosecuting such claim. It will be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct that make it permissible under the laws of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense will be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the laws of the State of Delaware nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, will be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

ELEVENTH. To the fullest extent permitted by the laws of the State of Delaware as the same exist or may hereafter be amended, a director of the Corporation will not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this Article will not increase the personal liability of any director of the Corporation for any act or occurrence taking place before such repeal or modification, or adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification. The provisions of this Article shall not be deemed to limit or preclude indemnification of a director by the Corporation for any liability of a director that has not been eliminated by the provisions of this Article.

4. This Restated Certificate of Incorporation only restates and integrates and does not further amend the provisions of the Corporation's Certificate of Incorporation as heretofore amended or supplemented, and there is no discrepancy between those provisions and the provisions of this Restated Certificate of Incorporation.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be executed this 6th day of May, 2003.

QUANTA SERVICES, INC.

By: /s/ DANA A. GORDON

Name: Dana A. Gordon
Title: Vice President

APPENDIX A

CERTIFICATE OF DESIGNATIONS
OF
SERIES D JUNIOR PARTICIPATING PREFERRED STOCK
OF
QUANTA SERVICES, INC.

(Pursuant to Section 151 of the
Delaware General Corporation Law)

Quanta Services, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (hereinafter called the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation as required by Section 151 of the General Corporation Law at a meeting duly called and held on October 15, 2002:

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of this Corporation (hereinafter called the "Board of Directors" or the "Board") in accordance with the provisions of the Amended and Restated Certificate of Incorporation, as amended, the Board of Directors hereby creates a series of Preferred Stock, par value $0.00001 per share, of the Corporation (the "Preferred Stock"), and hereby states the number of shares, and fixes the relative rights, preferences, and limitations thereof as follows:

Series D Junior Participating Preferred Stock:

Section 1. Designation and Amount. The shares of such series shall be designated as "Series D Junior Participating Preferred Stock" (the "Series D Preferred Stock") and the number of shares constituting the Series D Preferred Stock shall be 1,000,000. Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, that no decrease shall reduce the number of shares of Series D Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Corporation convertible into Series D Preferred Stock.

Section 2. Dividends and Distributions.

(A) Subject to the rights of holders of any shares of any series of Preferred stock (or any similar stock) ranking prior and superior to the Series D Preferred Stock with respect to dividends, the holders of shares of Series D Preferred Stock, in preference to the holders of Common Stock, par value $0.00001 per share (the "Common Stock"), of the Corporation, and of any other junior stock, shall be entitled to received, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series D Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) $10 or (b) subject to the provision for adjustment hereinafter set forth, 1000 times the aggregate per share amount of all cash dividends, and 1000 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series D Preferred Stock. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Series D Preferred Stock were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series D Preferred Stock as provided in paragraph (A) of this Section immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of $10 per share on the Series D Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series D Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series D Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date.

Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series D Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series D Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights. The holders of shares of Series D Preferred Stock shall have the following voting rights:

(A) Subject to the provisions for adjustment hereinafter set forth, each share of Series D Preferred Stock shall entitle the holder thereof to 1000 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the number of votes per share to which holders of shares of Series D Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein, in any other Certificate of Designations creating a series of Preferred Stock or any similar stock, or by law, the holders of shares of Series D Preferred Stock and the holders of shares of Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) Except as set forth herein, or as otherwise provided by law, holders of Series D Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series D Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series D Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series D Preferred Stock;

(ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series D Preferred Stock, except dividends paid ratably on the Series D Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series D Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series D Preferred Stock; or

(iv) redeem or purchase or otherwise acquire for consideration any shares of Series D Preferred Stock, or any shares of stock ranking on a parity with the Series D Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any shares of Series D Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock subject to the conditions and restrictions on issuance set forth herein, in the Certificate of Incorporation, or in any other Certificate of Designations creating a series of Preferred Stock or any similar stock or as otherwise required by law.

Section 6. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (1) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series D Preferred Stock, unless, prior thereto, the holders of shares of Series D Preferred Stock shall have received $1000 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, provided that the holders of shares of Series D Preferred Stock shall be entitled to receive an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 1000 times the aggregate amount to be distributed per share to holders of shares of Common Stock, or (2) to the holders of shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series D Preferred Stock, except distributions made ratably on the Series D Preferred Stock and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up. In the event the Corporation shall at any time declare to pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Series D Preferred Stock were entitled immediately prior to such event under the proviso in clause (1) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case each share of Series D Preferred Stock shall at the same time be similarly exchanged or changed into an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 1000 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series D Preferred Stock shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption. The shares of Series D Preferred Stock shall not be redeemable.

Section 9. Rank. The Series D Preferred Stock shall rank, with respect to the payment of dividends and the distribution of assets, junior to all series of any other class of the Corporation's Preferred Stock.

Section 10. Amendment. The Certificate of Incorporation of the Corporation shall not be amended in any manner which would materially alter or change the powers, preferences or special rights of the Series D Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Series D Preferred Stock, voting together as a single class.

EXHIBIT 10.43

AMENDMENT NO. 2 TO
SETTLEMENT AND GOVERNANCE AGREEMENT

This Amendment No. 2 to Settlement and Governance Agreement (this "Amendment") dated and effective as of April 10, 2003 is entered into by and between Quanta Services, Inc. ("Quanta") and Aquila, Inc. ("Aquila").

RECITALS

WHEREAS, Quanta and Aquila have entered into that certain Settlement and Governance Agreement dated as of May 20, 2002, as amended, pursuant to which the parties agreed, among other things, that the board of directors of Quanta shall include an Independent Committee; and

WHEREAS, Quanta and Aquila desire to amend the Settlement and Governance Agreement (the "Agreement") in the manner set forth in this Amendment.

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

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

2. Amendment. Sections 2.03(a) and (b) of the Agreement are hereby amended and restated in its entirety to read as follows:

> (a) Outside Directors. Unless and until all of the outstanding Capital Stock of the Company is owned by Stockholder or Stockholder no longer holds any equity of the Company, there will at all times be at least three directors on the Board of Directors who are Independent ("Outside Directors") of both the Company and Stockholder. Stockholder shall perform its obligations under this Article II by voting its Shares, and directing the directors which it is entitled to nominate by virtue of owning the Series A Preferred Stock to act, accordingly.
>
> (b) Independent Committee.
>
> (i) Unless and until all of the outstanding Capital Stock of the Company is owned by Stockholder or Stockholder no longer holds any equity of the Company, three of the Outside Directors shall constitute a standing Committee of Independent Directors (the "Independent Committee"), which shall act by a majority vote of its members. The members of the Independent Committee shall consist of an Outside Director designated by the Stockholder, an Outside Director designated by the chief executive officer of the Company and a third Outside Director designated by the two foregoing Outside Directors in consultation with the chief executive officers of the Company and Stockholder. The initial members of the Independent Committee shall be Terrence P. Dunn, James R. Ball and a third Outside Director mutually agreed by Messrs. Dunn and Ball, after consultation with the chief executive officers of the Company and Stockholder.

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

4. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the party hereto and its successors and assigns.

5. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment No. 2 to Settlement and Governance Agreement as of the date first written above.

QUANTA SERVICES, INC.

By: /s/ DANA A. GORDON

Name: Dana A. Gordon
Title: Vice President

AQUILA, INC.

By: /s/ KEITH G. STAMM

Name: Keith G. Stamm
Title: Chief Operating Officer

EXHIBIT 10.44

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Second Amended and Restated Employment Agreement (the "Agreement"), by and between Quanta Services, Inc., a Delaware corporation ("Employer"), and John R. Colson ("Employee"), is hereby entered into and effective as of this 21st day of May 2003.

RECITALS

A. As of the date of this Agreement, Employer is engaged primarily in the business of specialty electrical contracting for electric utilities, telecommunications and cable television providers, and transportation, commercial and industrial customers.

B. Employee is employed hereunder by Employer in a confidential relationship wherein Employee, in the course of Employee's employment with Employer, has and will continue to become familiar with and aware of non-public information of Employer, including but not limited to, Employer's customers, specific manner of doing business, including the processes, techniques and trade secrets utilized by Employer, and future plans with respect thereto ("Confidential Information"), all of which has been and will be established and maintained at great expense to Employer; this information is a trade secret and constitutes the valuable goodwill of Employer.

C. Employer and Employee are parties to that certain Employment Agreement effective as of February 12, 1998 (the "Original Agreement") and Amended and Restated Employment Agreement dated March 8, 2000 (the "First Amendment"), which the parties hereto desire to amend and restate in its entirety.

AGREEMENTS

In consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, the parties hereto hereby agree to amend and restate the Original Agreement and First Amendment as follows:

1. Employment and Duties.

(a) Employer hereby employs Employee as Chief Executive Officer of the Employer. As such, Employee shall have responsibilities, duties and authority reasonably accorded to and expected of a Chief Executive Officer of the Employer and will report directly to the Board of Directors of Employer (the "Board"). Employee hereby accepts this employment upon the terms and conditions herein contained and, subject to Paragraph 1(c) hereof, agrees to devote Employee's time, attention and efforts to promote and further the business of Employer.

(b) Employee shall faithfully adhere to, execute and fulfill all reasonable policies established by the Board.

(c) Employee shall not, during the term of his employment hereunder, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage if such activity interferes with Employee's duties and responsibilities hereunder. The foregoing limitations shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require Employee's services in the operation or affairs of the companies or enterprises in which such investments are made nor violate the terms of Paragraph 4 hereof.

(d) Following termination of Employee's employment with Employer for any reason, Employee shall immediately resign form any and all offices and positions he holds with Employer or any subsidiary, or affiliated entity, of Employer.

2. Compensation.

For all services rendered by Employee, Employer shall compensate Employee during Employee's period of employment hereunder as follows:

(a) Base Salary. The base salary payable to Employee shall be $560,000.00 per year, payable on a regular basis in accordance with Employer's standard payroll procedures but not less than monthly. On at least an annual basis, the Board will review Employee's performance and may make increases to such base salary if, in its discretion, any such increase is warranted. Such recommended increase would, in all likelihood, require approval by the Board or a duly constituted committee thereof.

(b) Incentive Bonus Plan. Employee shall participate in Employer's

Management Incentive Bonus Plan for the fiscal year ending December 31, 2003 at a level commensurate with Employee's position, and subject to adjustment periodically based on competitive practices of thepeer group used by Employer for purposes of competitive compensation benchmarking. Employee will participate in other current and future incentive bonus plans as determined by the Board or a duly constituted committee thereof.

(c) Executive Perquisites, Benefits, and Other Compensation. Employee shall be entitled to receive additional benefits and compensation from Employer in such form and to such extent as specified below:

(i) Payment of all premiums for coverage for Employee and Employee's dependent family members under health, hospitalization, disability, dental, life and other insurance plans that Employer may have in effect from time to time.

(ii) Reimbursement for all business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of Employee's services pursuant to this Agreement. All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with Employer's expense reporting policy.

(iii) Employer shall provide Employee with other executive perquisites as may be

available to or deemed appropriate for Employee by the Board and participation in all other Employer-wide employee benefits as available from time to time.

3. [Intentionally left blank.]

4. Non-Competition.

(a) Employee hereby agrees that Employee will not, during the period of Employee's employment with Employer, and for a period of one (1) year following the date Employee ceases to be employed by Employer or any direct or indirect subsidiary of Employer, for any reason whatsoever, directly or indirectly, for himself or on behalf of or in conjunction with any other person, persons, company, partnership, corporation or business of whatever nature:

(i) engage, as an officer, director, shareholder, owner, partner, joint venturer or in a managerial capacity, whether as an employee, independent contractor, consultant or advisor or as a sales representative, in any specialty electrical, telecom or cable television contracting business for electric utilities, telecommunications and cable television providers, and transportation, commercial and industrial customers, within the United States or within 100 miles of any other geographic area in which Employer or any of Employer's direct or indirect subsidiaries conducts business, including any territory serviced by Employer or any of its subsidiaries (the "Territory");

(ii) call upon any person who is, at that time, within the Territory, an employee of Employer (including the subsidiaries thereof) for the purpose or with the intent of enticing such employee away from or out of the employ of Employer (including the direct or indirect subsidiaries thereof);

(iii) call upon any person or entity which is, at that time, or which has been, within one (1) year prior to that time, a customer of Employer (including the direct or indirect subsidiaries thereof) within the Territory for the purpose of soliciting or selling products or services in direct competition with Employer or any direct or indirect subsidiary of Employer within the Territory; or

(iv) call upon any prospective acquisition candidate, on Employee's own behalf or on behalf of any competitor, which candidate was, to Employee's actual knowledge after due inquiry, either called upon by Employer including the direct or indirect subsidiaries thereof) or for which Employer made an acquisition analysis, for the purpose of acquiring such entity.

Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit Employee from acquiring as an investment not more than two percent (2%) of the capital stock of a competing business, whose stock is traded on a national securities exchange or over-the-counter.

(b) Because of the difficulty of measuring economic losses to Employer as a result of a breach of the foregoing covenant, and because of the immediate and irreparable damage that could be caused to Employer for which it would have no other adequate remedy, Employee agrees that the

foregoing covenant may be enforced by Employer in the event of breach by him, by injunctions and restraining orders.

(c) It is agreed by the parties that the foregoing covenants in this Paragraph 4 impose a reasonable restraint on Employee in light of the activities and business of Employer (including Employer's direct and indirect subsidiaries) on the date of the execution of this Agreement and the current plans of Employer (including Employer's direct and indirect subsidiaries); but it is also the intent of Employer and Employee that such covenants be construed and enforced in accordance with the changing activities, business and locations of Employer (including Employer's direct and indirect subsidiaries) throughout the term of this Agreement, whether before or after the date of termination of the employment of Employee. For example, if, during the term of this Agreement, Employer (including Employer's direct and indirect subsidiaries) engages in new and different activities, enters a new business or establishes new locations for its current activities or business in addition to or other than the activities or business enumerated under the Recitals above or the locations currently established therefor, then Employee will be precluded from soliciting the customers or employees of such new activities or business or from such new location and from directly competing with such new business within 100 miles of its then-established operating location(s) through the term of this Agreement.

It is further agreed by the parties hereto that, in the event that Employee shall cease to be employed hereunder, and shall enter into a business or pursue other activities not in competition with Employer (including Employer's direct and indirect subsidiaries), or similar activities, or business in locations the operation of which, under such circumstances, does not violate clause (a)(i) of this Paragraph 4, and in any event such new business, activities or location are not in violation of this Paragraph 4 or of employee's obligations under this Paragraph 4, if any, Employee shall not be chargeable with a violation of this Paragraph 4 if Employer (including Employer's direct and indirect subsidiaries) shall thereafter enter the same, similar or a competitive (i) business, (ii) course of activities or (iii) location, as applicable.

(d) The covenants in this Paragraph 4 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions been enforced to the fullest extent which the court deems reasonable, and the Agreement shall be reformed in accordance therewith.

(e) All of the covenants in this Paragraph 4 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Employee against Employer, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Employer of such covenants.

(f) Notwithstanding any other provision of this Agreement, if Employee's employment is terminated by Employer for other than good cause, then no non-competition provision shall be enforceable for any period of time following expiration of the Severance Period as defined in Paragraph 6(d) below.

5. Place of Performance.

Nothing contained herein shall be deemed to require Employee to relocate from Employee's present residence to another geographic location to carry out Employee's duties and responsibilities under this Agreement.

6. Term; Termination; Rights on Termination.

The term of this Agreement shall begin on the date hereof and continue for three (3) years (the "Initial Term"), and thereafter, unless terminated sooner as herein provided, shall automatically renew for consecutive one-year terms on the same terms and conditions in effect as of the time of each such renewal (each such one-year term, a "Renewal Term" and, all Renewal Terms together with the Initial Term, the "Term"). This Agreement and/or Employee's employment may be terminated in any one of the followings ways:

(a) Death. The death of Employee shall immediately terminate this Agreement with no severance compensation due to Employee's estate.

(b) Disability. If, as a result of incapacity due to physical or mental illness or injury, Employee shall have been absent from Employee's full-time duties hereunder for four (4) consecutive months, then thirty (30) days after receiving written notice (which notice may occur before or after the end of such four (4) month period, but which shall not be effective earlier than the last day of such four (4) month period), Employer may terminate Employee's employment hereunder provided Employee is unable to resume Employee's full-time duties at the conclusion of such notice period. Also, Employee may terminate Employee's employment hereunder if his health should become impaired to an extent that makes the continued performance of Employee's duties hereunder hazardous to Employee's physical or mental health or life, provided that Employee shall have furnished Employer with a written statement from a qualified doctor to such effect and provided, further, that, at Employer's request made within thirty (30) days of the date of such written statement, Employee shall submit to an examination by a doctor selected by Employer who is reasonably acceptable to Employee or Employee's doctor and such doctor shall have concurred in the conclusion of Employee's doctor. In the event this Agreement is terminated as a result of Employee's disability, Employee shall receive from Employer, in a lump-sum payment due within ten (10) days of the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term of this Agreement or for one (1) year, whichever amount is greater.

(c) Good Cause; Good Reason. Employer may terminate the Agreement ten (10) days after delivery of written notice to Employee for "good cause", which shall be: (i) Employee's willful, material and irreparable breach of this Agreement; (ii) Employee's gross negligence in the performance or intentional nonperformance or inattention continuing for ten (10) days after receipt of written notice of need to cure of any of Employee's material duties and responsibilities hereunder; (iii) Employee's willful dishonesty, fraud or material misconduct with respect to the business or affairs of Employer; (iv) Employee's conviction of a felony crime; or (5) chronic alcohol abuse or illegal drug abuse by Employee. In the event of a termination for good cause, as enumerated above,

Employee shall have no right to any severance compensation.

Employee may terminate his employment under this Agreement ten (10) days after delivery of written notice to Employer for "good reason", which shall exist if, within twelve (12) months following a Change in Control, Employee (i) is offered a Lesser Position (as defined below), or (ii) is required to relocate in violation of Paragraph 5 of this Agreement. "Lesser Position" shall mean a new position or a change in the Employee's position, which, compared with Employee's position with Employer immediately prior to the Change in Control, (i) offers a lower level of compensation (including base salary, fringe benefits and target bonuses under any corporate-performance based bonus or incentive programs), or (ii) materially reduces Employee's duties or level of responsibility. In the event of such a termination of his employment, Employee shall be entitled to receive severance benefits as provided in Paragraph 13(d) below.

(d) Without Good Cause. At any time after the commencement of employment, either Employee or Employer may, without good reason or good cause, respectively, terminate this Agreement and Employee's employment, effective thirty (30) days after written notice is provided to the other party. Should Employee be terminated by Employer without good cause during the Term, Employer shall deliver to Employee promptly a waiver and release agreement waiving and releasing any claims Employee may have against Employer under the terms of this Agreement in form reasonably satisfactory to Employer and Employee, and upon Employee's execution thereof, Employee shall receive from Employer, in a lump-sum payment due on the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term (the Initial Term or the then current Renewal Term, as applicable) or for one (1) year, whichever amount is greater (such period of time, the "Severance Period"). If Employee resigns or otherwise terminates Employee's employment without good reason pursuant to this Paragraph 6(d), Employee shall receive no severance compensation.

(e) Change in Control of Employer. In the event of a "Change in Control of Employer" (as defined below) during the Term, refer to Paragraph 13 below.

Upon termination of his employment for any reason provided above, Employee shall be entitled to receive all compensation earned and all benefits and reimbursements due through the effective date of termination. Additional compensation subsequent to termination, if any, will be due and payable to Employee only to the extent and in the manner expressly provided above or in Paragraph 13 hereof. All other rights and obligations of Employer and Employee under this Agreement shall cease as of the effective date of termination, except that Employer's obligations under Paragraph 10 hereof and Employee's obligations under Paragraphs 4, 7, 8, 9, 11 and 18 hereof shall survive such termination in accordance with their terms.

If termination of Employee's employment arises out of Employer's failure to pay Employee on a timely basis the amounts to which he is entitled under this Agreement or as a result of any other breach of this Agreement by

Employer, as determined by a court of competent jurisdiction or pursuant to the provisions of Paragraph 18 below, Employer shall pay all amounts and damages to which Employee may be entitled as a result of such breach, including interest thereon and all reasonable legal fees and expenses and other costs incurred by Employee to enforce Employee's

rights hereunder.

7. Return of Company Property.

All records, designs, patents, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Employee by or on behalf of Employer, or its representatives, vendors or customers which pertain to the business of Employer shall be and remain the property of Employer, and be subject at all times to its discretion and control. Likewise, all correspondence, reports, records, charts, advertising materials, and other similar data pertaining to the business, activities or future plans of Employer which is collected by Employee shall be delivered promptly to Employer without request by it upon termination of Employee's employment.

8. Inventions.

Employee shall disclose promptly to Employer any and all significant conceptions and ideas for inventions, improvements and valuable discoveries, whether patentable or not, which are conceived or made by Employee, solely or jointly with another, during the period of employment or within one (1) year hereafter, and which are directly related to the business or activities of Employer and which Employee conceives as a result of Employee's employment by Employer. Employee hereby assigns and agrees to assign all of Employee's interests therein to Employer or its nominee. Whenever requested to do so by Employer, Employee shall execute any and all applications, assignments or other instruments that Employer shall deem necessary to apply for and obtain Letters Patent of the United States or any foreign country or to otherwise protect Employer's interest therein.

9. Trade Secrets.

Employee agrees that he will not, during or after the Term of this Agreement with Employer, disclose the specific terms of Employer's or its subsidiaries' relationships or agreements with its significant vendors or customers or any other significant and material trade secret of Employer or its subsidiaries, whether in existence or proposed, to any person, firm, partnership, corporation or business for any reason or purpose whatsoever other than in the course of performing Employee's duties hereunder.

10. Indemnification.

In the event Employee is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by Employer against Employee), by reason of the fact that Employee is or was performing services under this Agreement, then Employer shall indemnify Employee against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, as actually and reasonably incurred by Employee in connection therewith except to the extent that such expenses result from Employee's gross, willful or wanton negligence or misconduct or fraud or criminal acts. In the event that both Employee and Employer are made a party to the same third-party action, complaint, suit or proceeding, Employer agrees to engage competent legal representation, and Employee agrees to use the same representation, provided that if counsel selected by Employer shall have a conflict of

interest that prevents such counsel from representing Employee, Employee may engage separate counsel and Employer shall pay all attorneys' fees of such separate counsel. Further, while Employee is expected at all times to use Employee's best efforts to faithfully discharge his duties under this Agreement, Employee cannot be held liable to Employer for errors or omissions made in good faith where Employee has not exhibited gross, willful or wanton negligence or misconduct or performed criminal and fraudulent acts that materially damage the business of Employer.

11. No Prior Agreements.

Employee hereby represents and warrants to Employer that the execution of this Agreement by Employee and his employment by Employer and the performance of Employee's duties hereunder will not violate or be a breach of any agreement with a former employer, client or any other person or entity. Further, Employee agrees to indemnify Employer for any claim, including but not limited to attorneys' fees and expenses of investigation, by any such third party that such third party may now have or may hereafter come to have against Employer based upon or arising out of any noncompetition agreement, invention or secrecy agreement between Employee and such third party which was in existence as of the date of this Agreement.

12. Assignment; Binding Effect.

Employee understands that he has been selected for employment by Employer on the basis of Employee's personal qualifications, experience and skills. Employee, therefore, shall not assign all or any portion of Employee's performance under this Agreement, or any benefits received by Employee pursuant to this Agreement except by will or the laws of descent. Subject to the preceding two sentences and the express provisions of Paragraph 13 below, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. Change in Control.

(a) Employee understands and acknowledges that Employer may be merged or consolidated with or into another entity and that such entity shall automatically succeed to the rights and obligations of Employer hereunder or that Employer may undergo another type of Change in Control. In the event such a merger or consolidation or other Change in Control is initiated prior to the end of the Term, then the provisions of this Paragraph 13 shall be applicable.

(b) In the event of a pending Change in Control wherein Employer and Employee have not received written notice at least five (5) business days prior to the anticipated closing date of the transaction giving rise to the Change in Control from the successor to all or a substantial portion of Employer's business and/or assets that such successor is willing as of the closing to assume and agree to perform Employer's obligations under this Agreement in the same manner and to the same extent that Employer is hereby required to perform, then such Change in Control shall be deemed to be a termination of this Agreement by Employer without good cause during the Term, and (i) the noncompetition provision of Paragraph 4 shall not apply; (ii) Employee shall receive from Employer, in a lump-sum payment due on the effective date of such termination, an amount equal to three times

the sum of (A) the Employee's annual Base Salary and (B) the higher of (x) the highest annual bonus paid to Employee under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof, for the past three fiscal years and (y) the Employee's annual bonus paid or payable, including any bonus or portion thereof which has been earned but deferred, under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof (and annualized for any fiscal year during which the Employee was employed for less than 12 full months), for the most recently completed or current fiscal year during the Term; and (iii) until the third anniversary of the effective date of such termination, Employee and, if applicable, Employee's dependents shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Employer and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) (collectively, "Employer Welfare Programs") to the extent applicable generally to other peer executives of Employer and its affiliated companies at the same after-tax cost to Employee as if Employee was employed by Employer, but in no event shall such Employer Welfare Programs provide Employee with benefits that are less favorable, in the aggregate, than the most favorable of such Employer Welfare Programs in effect for Employee at any time during the 120-day period immediately preceding the date of such termination; provided, however if Employer is unable to provide Employee and/or, if applicable, any of Employee's dependents, with any benefits to which Employee or such dependent is entitled pursuant to the terms of this Section 13(b)(iii) under any of the Employer Welfare Programs, Employer shall at its cost provide such benefit at a level no less favorable to Executive than would have been provided under the Employer Welfare Programs under another plan or arrangement, including an individual policy purchased by Employer for Employee or such dependent(s). Employee agrees that if any benefit to be provided under the Employer Welfare Programs is subject to the provisions of Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), Employee shall make a timely COBRA election to continue such benefit under COBRA during the applicable COBRA continuation period and Employer shall reimburse Employee for the amount of the COBRA premiums, if any, required to be paid by Employee for such coverage.

(c) Employee will be given sufficient time and opportunity to elect whether to exercise all or any of Employee's vested options to purchase Employer Common Stock, including any options with accelerated vesting under the provisions of Employer's 1997 Stock Option Plan or any other Employer stock incentive plan, such that Employee may convert the options to shares of Employer Common Stock at or prior to the closing of the transaction giving rise to the Change in Control, if Employee so desires.

(d) In the event that a successor in a pending Change in Control gives notice pursuant to Paragraph 13(b) that it will assume Employer's obligations under this Agreement and at the time of or within twelve (12) months following such Change in Control Employee either (i) terminates this Agreement for good reason (as defined in Paragraph 6(c) of this Agreement) or (ii) is terminated by Employer other than for good cause (as defined in Paragraph 6(c) of this Agreement), then effective as of the date of such termination, (A) the noncompetition provisions of Paragraph 4 shall no longer apply; (B) Employee shall receive from Employer, in a lump-sum payment due on the effective date of such termination, an amount equal to three times the sum of (1) the Employee's annual Base

Salary and (2) the higher of (x) the highest annual bonus paid to Employee under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof, for the past three fiscal years and (y) the Employee's annual bonus paid or payable, including any bonus or portion thereof which has been earned but deferred, under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof (and annualized for any fiscal year during which the Employee was employed for less than 12 full months), for the most recently completed or current fiscal year during the Term; and (C) until the third anniversary of the effective date of such termination, Employee and, if applicable, Employee's dependents shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Employer and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) (collectively, "Employer Welfare Programs") to the extent applicable generally to other peer executives of Employer and its affiliated companies at the same after-tax cost to Employee as if Employee was employed by Employer, but in no event shall such Employer Welfare Programs provide Employee with benefits that are less favorable, in the aggregate, than the most favorable of such Employer Welfare Programs in effect for Employee at any time during the 120-day period immediately preceding the date of such termination; provided, however if Employer is unable to provide Employee and/or, if applicable, any of Employee's dependents, with any benefits to which Employee or such dependent is entitled pursuant to the terms of this Section 13(b)(iii) under any of the Employer Welfare Programs, Employer shall at its cost provide such benefit at a level no less favorable to Executive than would have been provided under the Employer Welfare Programs under another plan or arrangement, including an individual policy purchased by Employer for Employee or such dependent(s). Employee agrees that if any benefit to be provided under the Employer Welfare Programs is subject to the provisions of Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), Employee shall make a timely COBRA election to continue such benefit under COBRA during the applicable COBRA continuation period and Employer shall reimburse Employee for the amount of the COBRA premiums, if any, required to be paid by Employee for such coverage.

(e) A "Change in Control" shall be deemed to have occurred if:

(i) any person or entity, other than Employer or an employee benefit plan of Employer, acquires directly or indirectly the Beneficial Ownership (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended) of any voting security of Employer and immediately after such acquisition such person or entity is, directly or indirectly, the Beneficial Owner of voting securities representing 50% or more of the total voting power of all of the then-outstanding voting securities of Employer;

(ii) the following individuals no longer constitute a majority of the members of the Board: (A) the individuals who, as of the date hereof, constitute the Board (the "Current Directors"); (B) the individuals who thereafter are elected to the Board and whose election, or nomination for election, to the Board was approved by a vote of at least two-thirds (2/3) of the Current Directors then still in office (such directors becoming "Additional Current Directors" immediately following their election); and (C) the individuals who are elected to the Board and whose election, or nomination for election, to the Board was approved by a

vote of at least two-thirds (2/3) of the Current Directors and Additional Current Directors then still in office (such directors also becoming "Additional Current Directors" immediately following their election); or

(iii) the stockholders of Employer shall approve an agreement for the sale or disposition by Employer of all or a substantial portion of Employer's assets (i.e., 50% or more of the total assets of Employer).

(f) Intentionally left blank.

(g) Employee shall be reimbursed by Employer or its successor for all excise taxes that Employee incurs under Section 4999 of the Internal Revenue Code of 1986, as amended, as a result of any Change in Control, such amount to be determined by Employer or by an accounting firm chosen by Employer. In addition, Employee shall be reimbursed by Employer or its successor for all federal, state and local income taxes and additional excise taxes attributable to the payment pursuant to the preceding sentence and the payment pursuant to this sentence. The amounts, as determined and described in the preceding sentences of this paragraph (g), will be due and payable by Employer or its successor within ten (10) days after Employee delivers a written request for reimbursement accompanied by a copy of Employee's tax return(s) as filed reflecting the excise tax paid by Employee; provided, however, if Employee's tax return reflects an excise tax amount that is less than the amount determined by the Employer or its accounting firm pursuant to this paragraph (g), the Employer shall be required to reimburse Employee in an amount equal to such lesser amount. In addition, if at any time the Employee receives a refund from the Internal Revenue Service of all or any portion of the amount of the excise tax or federal, state or local income taxes described in this paragraph (g) that were paid to Employee by Employer, Employee shall pay Employer the amount of the refund within ten (10) days of Employee's receipt of such refund. The amount reimbursed by Employer hereunder shall not be subject to offset or reduction for any amount owed or claimed to be owed to Employer or its successor by Employee. If not paid within ten (10) days from date of demand, the amount due under this subsection shall bear interest at the maximum non-usurious rate allowed by law from the date of demand to the date of payment.

14. Complete Agreement.

This Agreement is not a promise of future employment. This Agreement, together with that certain Employment Agreement between Employer and Employee dated March 13, 2002 (the "Change in Control Agreement" and together with this Agreement, the "Employment Documents") supersede any other agreements or understandings, written or oral, between Employer and Employee, and Employee has no oral representations, understandings or agreements with Employer or any of its officers, directors or representatives covering the same subject matter as the Employment Documents. The Employment Documents are the final, complete and exclusive statement and expression of the agreement between Employer and Employee, and the Employment Documents cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a written instrument signed by a duly authorized officer of Employer and Employee, and no term of this Agreement may be waived except by a written instrument signed by the party waiving the benefit of

such term. To the extent that the Change in Control Agreement conflicts with this Agreement, the terms of the Change in Control Agreement shall control.

15. No Offset.

Severance payment(s) made pursuant to this Agreement are not subject to offset or reduction for any amount owed, or claimed to be owed, to Employer or its successor by Employee.

16. Notice.

Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To Employer: Quanta Services, Inc.
1360 Post Oak Boulevard, Suite 2100
Houston, Texas 77056
Attention: General Counsel

To Employee: 106 North Wynden Estates Court, #3019
Houston, Texas 77056

All notices, requests, consents, and other communications under this Agreement will be in writing and will be delivered by hand, by nationally recognized overnight courier service, by postage prepaid first class certified or registered mail, return receipt requested, or by facsimile with receipt confirmed. Notices provided in accordance with this Section 15 will be deemed delivered upon (a) personal delivery; (b) one (1) Business Day after delivery to a nationally recognized overnight courier service; (c) three (3) Business Days after deposit in the mail; or (d) confirmation of facsimile delivery. Either party may change the address for notice by notifying the other party of such change in accordance with this paragraph.

17. Severability, Headings.

If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of the Agreement or of any part hereof.

18. Arbitration.

Any unresolved dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a panel of three (3) arbitrators in Houston, Texas, in accordance with the National Rules of the American Arbitration Association for the Resolution of Employment Disputes in effect on the date of the event giving rise to the claim or the controversy. The arbitrators shall not have the authority to add to, detract from or modify any provision hereof nor to award punitive damages to any injured party. The arbitrators shall have the

authority to order back-pay, severance compensation, vesting of options (or cash compensation in lieu of vesting of options), reimbursement of costs (including reasonable attorneys' fees), including those incurred to enforce this Agreement, and interest thereon in the event the arbitrators determine that Employee was terminated without disability or good cause, as defined in Paragraphs 6(b) and 6(c) hereof, respectively, or that Employer has otherwise materially breached this Agreement. A decision by a majority of the arbitration panel shall be final and binding. Judgment may be entered on the arbitrators' award in any court having jurisdiction. The direct expense of any arbitration proceeding shall be borne by Employer.

19. Governing Law.

This Agreement shall in all respects be construed according to the laws of the State of Texas.

20. Counterparts.

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER:
QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX
James H. Haddox, CFO

EMPLOYEE:
JOHN R. COLSON

By: /s/ JOHN R. COLSON
John R. Colson, Individually

EXHIBIT 10.45

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Second Amended and Restated Employment Agreement (the "Agreement"), by and between Quanta Services, Inc., a Delaware corporation ("Employer"), and James H. Haddox ("Employee"), is hereby entered into and effective as of this 21st day of May 2003.

RECITALS

A. As of the date of this Agreement, Employer is engaged primarily in the business of specialty electrical contracting for electric utilities, telecommunications and cable television providers, and transportation, commercial and industrial customers.

B. Employee is employed hereunder by Employer in a confidential relationship wherein Employee, in the course of Employee's employment with Employer, has and will continue to become familiar with and aware of non-public information of Employer, including but not limited to, Employer's customers, specific manner of doing business, including the processes, techniques and trade secrets utilized by Employer, and future plans with respect thereto ("Confidential Information"), all of which has been and will be established and maintained at great expense to Employer; this information is a trade secret and constitutes the valuable goodwill of Employer.

C. Employer and Employee are parties to that certain Employment Agreement effective as of February 12, 1998 (the "Original Agreement") and Amended and Restated Employment Agreement dated March 8, 2000 (the "First Amendment"), which the parties hereto desire to amend and restate in its entirety.

D. Employer and Employee desire to settle certain claims that may exist under the First Amendment.

AGREEMENTS

In consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, the parties hereto hereby agree to amend and restate the Original Agreement and First Amendment as follows:

1. Employment and Duties.

(a) Employer hereby employs Employee as Chief Financial Officer of the Employer. As such, Employee shall have responsibilities, duties and authority reasonably accorded to and expected of a Chief Financial Officer of the Employer and will report directly to the Chief Executive Officer of Employer (the "CEO"). Employee hereby accepts this employment upon the terms and conditions herein contained and, subject to Paragraph 1(c) hereof, agrees to devote Employee's time, attention and efforts to promote and further the business of Employer.

(b) Employee shall faithfully adhere to, execute and fulfill all reasonable policies established by the Board of Directors of Employer (the "Board") and the CEO.

(c) Employee shall not, during the term of his employment hereunder, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage if such activity interferes with Employee's duties and responsibilities hereunder. The foregoing limitations shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require Employee's services in the operation or affairs of the companies or enterprises in which such investments are made nor violate the terms of Paragraph 4 hereof.

(d) Following termination of Employee's employment with Employer for any reason, Employee shall immediately resign from any all offices and positions he holds with Employee or any subsidiary, or affiliates entity, of Employer.

2. Compensation.

For all services rendered by Employee, Employer shall compensate Employee during Employee's period of employment hereunder as follows:

(a) Base Salary. The base salary payable to Employee shall be $300,000 per year, payable on a regular basis in accordance with Employer's standard payroll procedures but not less than monthly. On at least an annual basis, the Board will review Employee's performance and may make increases to such base salary if, in its discretion, any such increase is warranted. Such recommended increase would, in all likelihood, require approval by the Board or a duly constituted committee thereof.

(b) Incentive Bonus Plan. Employee shall participate in Employer's Management Incentive Bonus Plan for the fiscal year ending December 31, 2003 at a level commensurate with Employee's position, and subject to adjustment periodically based on competitive practices of the peer group used by Employee for purposes of competitive compensation benchmarking. Employee will participate in other current and future incentive bonus plans as determined by the Board or a duly constituted committee thereof.

(c) Executive Perquisites, Benefits, and Other Compensation. Employee shall be entitled to receive additional benefits and compensation from Employer in such form and to such extent as specified below:

(i) Payment of all premiums for coverage for Employee and Employee's dependent family members under health, hospitalization, disability, dental, life and other insurance plans that Employer may have in effect from time to time.

(ii) Reimbursement for all business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of Employee's services pursuant to this Agreement. All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with Employer's expense reporting policy.

(iii) Employer shall provide Employee with other executive perquisites as may be available to or deemed appropriate for Employee by the Board and participation in all other Employer-wide employee benefits as available from time to time. Without limitation of the foregoing, to the extent Employer affords a car allowance to its executive officers or executive officers of its subsidiaries, Employee shall be afforded a similar car allowance.

(iv) Four (4) weeks paid vacation per year.

(v) In consideration for 50,000 shares of Restricted Stock granted on the date of execution of this Agreement and vesting on February 28, 2004, Employee waives and releases all rights he may have under Section 13(f)(iii) of the First Amendment.

3. [Intentionally left blank.]

4. Non-Competition.

(a) Employee hereby agrees that Employee will not, during the period of Employee's employment with Employer, and for a period of one (1) year following the date Employee ceases to be employed by Employer or any direct or indirect subsidiary of Employer, for any reason whatsoever, directly or indirectly, for himself or on behalf of or in conjunction with any other person, persons, company, partnership, corporation or business of whatever nature:

(i) engage, as an officer, director, shareholder, owner, partner, joint venturer or in a managerial capacity, whether as an employee, independent contractor, consultant or advisor or as a sales representative, in any specialty electrical, telecom or cable television contracting business for electric utilities, telecommunications and cable television providers, and transportation, commercial and industrial customers, within the United States or within 100 miles of any other geographic area in which Employer or any of Employer's direct or indirect subsidiaries conducts business, including any territory serviced by Employer or any of its subsidiaries (the "Territory");

(ii) call upon any person who is, at that time, within the Territory, an employee of Employer (including the subsidiaries thereof) for the purpose or with the intent of enticing such employee away from or out of the employ of Employer (including the direct or indirect subsidiaries thereof);

(iii) call upon any person or entity which is, at that time, or which has been, within one (1) year prior to that time, a customer of Employer (including the direct or indirect subsidiaries thereof) within the Territory for the purpose of soliciting or selling products or services in direct competition with Employer or any subsidiary of Employer within the Territory; or

(iv) call upon any prospective acquisition candidate, on Employee's own behalf or on behalf of any competitor, which candidate was, to Employee's actual knowledge after due inquiry, either called upon by Employer including the direct or indirect subsidiaries thereof) or for which Employer made an acquisition analysis, for the purpose of acquiring such entity.

Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit Employee from acquiring as an investment not more than two percent (2%) of the capital stock of a competing business, whose stock is traded on a national securities exchange or over-the-counter.

(b) Because of the difficulty of measuring economic losses to Employer as a result of a breach of the foregoing covenant, and because of the immediate and irreparable damage that could be caused to Employer for which it would have no other adequate remedy, Employee agrees that the foregoing covenant may be enforced by Employer in the event of breach by him, by injunctions and restraining orders.

(c) It is agreed by the parties that the foregoing covenants in this Paragraph 4 impose a reasonable restraint on Employee in light of the activities and business of Employer (including Employer's direct and indirect subsidiaries) on the date of the execution of this Agreement and the current plans of Employer (including Employer's direct and indirect subsidiaries); but it is also the intent of Employer and Employee that such covenants be construed and enforced in accordance with the changing activities, business and locations of Employer (including Employer's direct and indirect subsidiaries) throughout the term of this Agreement, whether before or after the date of termination of the employment of Employee. For example, if, during the term of this Agreement, Employer (including Employer's direct and indirect subsidiaries) engages in new and different activities, enters a new business or establishes new locations for its current activities or business in addition to or other than the activities or business enumerated under the Recitals above or the locations currently established therefor, then Employee will be precluded from soliciting the customers or employees of such new activities or business or from such new location and from directly competing with such new business within 100 miles of its then-established operating location(s) through the term of this Agreement.

It is further agreed by the parties hereto that, in the event that Employee shall cease to be employed hereunder, and shall enter into a business or pursue other activities not in competition with Employer (including Employer's direct and indirect subsidiaries), or similar activities, or business in locations the operation of which, under such circumstances, does not violate clause (a) (i) of this Paragraph 4, and in any event such new business, activities or location are not in violation of this Paragraph 4 or of employee's obligations under this Paragraph 4, if any, Employee shall not be chargeable with a violation of this Paragraph 4 if Employer (including Employer's direct and indirect subsidiaries) shall thereafter enter the same, similar or a competitive (i) business, (ii) course of activities or (iii) location, as applicable.

(d) The covenants in this Paragraph 4 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the Agreement shall be reformed in accordance therewith.

(e) All of the covenants in this Paragraph 4 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Employee against Employer, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Employer of such covenants.

(f) Notwithstanding any other provision of this Agreement, if Employee's employment is terminated by Employer for other than good cause, then no non-competition provision shall be enforceable for any period of time following expiration of the Severance Period as defined in Paragraph 6(d) below.

5. Place of Performance.

Nothing contained herein shall be deemed to require Employee to relocate from Employee's present residence to another geographic location to carry out Employee's duties and responsibilities under this Agreement.

6. Term; Termination; Rights on Termination.

The term of this Agreement shall begin on the date hereof and continue for three (3) years (the "Initial Term"), and thereafter, unless terminated sooner as herein provided, shall automatically renew for consecutive one-year terms on the same terms and conditions in effect as of the time of each such renewal (each such one-year term, a "Renewal Term" and, all Renewal Terms together with the Initial Term, the "Term"). This Agreement and/or Employee's employment may be terminated in any one of the followings ways:

(a) Death. The death of Employee shall immediately terminate this Agreement with no severance compensation due to Employee's estate.

(b) Disability. If, as a result of incapacity due to physical or mental illness or injury, Employee shall have been absent from Employee's full-time duties hereunder for four (4) consecutive months, then thirty (30) days after receiving written notice (which notice may occur before or after the end of such four (4) month period, but which shall not be effective earlier than the last day of such four (4) month period), Employer may terminate Employee's employment hereunder provided Employee is unable to resume Employee's full-time duties at the conclusion of such notice period. Also, Employee may terminate Employee's employment hereunder if his health should become impaired to an extent that makes the continued performance of Employee's duties hereunder hazardous to Employee's physical or mental health or life, provided that Employee shall have furnished Employer with a written statement from a qualified doctor to such effect and provided,

further, that, at Employer's request made within thirty (30) days of the date of such written statement, Employee shall submit to an examination by a doctor selected by Employer who is reasonably acceptable to Employee or Employee's doctor and such doctor shall have concurred in the conclusion of Employee's doctor. In the event this Agreement is terminated as a result of Employee's disability, Employee shall receive from Employer, in a lump-sum payment due within ten (10) days of the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term of this Agreement or for one (1) year, whichever amount is greater.

(c) Good Cause; Good Reason. Employer may terminate the Agreement ten (10) days after delivery of written notice to Employee for good cause, which shall be: (i) Employee's willful, material and irreparable breach of this Agreement; (ii) Employee's gross negligence in the performance or intentional nonperformance or inattention continuing for ten (10) days after receipt of written notice of need to cure of any of Employee's material duties and responsibilities hereunder; (iii) Employee's willful dishonesty, fraud or material misconduct with respect to the business or affairs of Employer; (iv) Employee's conviction of a felony crime; or (v) chronic alcohol abuse or illegal drug abuse by Employee. In the event of a termination for good cause, as enumerated above, Employee shall have no right to any severance compensation.

Employee may terminate his employment under this Agreement ten (10) days after delivery of written notice to Employer for good reason, which shall exist if, within twelve (12) months following a Change in Control, Employee (i) is offered a Lesser Position (as defined below), or (ii) is required to relocate in violation of Paragraph 5 of this Agreement. "Lesser Position" shall mean a new position or a change in the Employee's position, which, compared with Employee's position with Employer immediately prior to the Change in Control, (i) offers a lower level of compensation (including base salary, fringe benefits and target bonuses under any corporate-performance based bonus or incentive programs), or (ii) materially reduces Employee's duties or level of responsibility. In the event of such a termination of his employment, Employment shall be entitled to receive severance benefits as provided in Paragraph 13 (d) below.

(d) Without Good Cause. At any time after the commencement of employment, either Employee or Employer may, without good reason or good cause, respectively, terminate this Agreement and Employee's employment, effective thirty (30) days after written notice is provided to the other party. Should Employee be terminated by Employer without good cause during the Term, Employer shall deliver to Employee promptly a waiver and release agreement waiving and releasing any claims Employee may have against Employer under the terms of this Agreement in form reasonably satisfactory to Employer and Employee, and upon Employee's execution thereof, Employee shall receive from Employer, in a lump-sum payment due on the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term (the Initial Term or the then current Renewal Term, as applicable) or for one (1) year, whichever amount is greater. If Employee resigns or otherwise terminates Employee's employment without good reason pursuant to this Paragraph 6(d), Employee shall receive no severance compensation.

(e) Change in Control of Employer. In the event of a "Change in Control of Employer" (as defined below) during the Term, refer to Paragraph 13 below.

Upon termination of his employment for any reason provided above, Employee shall be entitled to receive all compensation earned and all benefits and reimbursements due through the effective date of termination. Additional compensation subsequent to termination, if any, will be due and payable to Employee only to the extent and in the manner expressly provided above or in Paragraph 13 hereof. All other rights and obligations of Employer and Employee under this Agreement shall cease as of the effective date of termination, except that Employer's obligations under Paragraph 10 hereof and Employee's obligations under Paragraphs 4, 7, 8, 9, 11 and 18 hereof shall survive such termination in accordance with their terms.

If termination of Employee's employment arises out of Employer's failure to pay Employee on a timely basis the amounts to which he is entitled under this Agreement or as a result of any other breach of this Agreement by Employer, as determined by a court of competent jurisdiction or pursuant to the provisions of Paragraph 18 below, Employer shall pay all amounts and damages to which Employee may be entitled as a result of such breach, including interest thereon and all reasonable legal fees and expenses and other costs incurred by Employee to enforce Employee's rights hereunder.

7. Return of Company Property.

All records, designs, patents, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Employee by or on behalf of Employer, or its representatives, vendors or customers which pertain to the business of Employer shall be and remain the property of Employer, and be subject at all times to its discretion and control. Likewise, all correspondence, reports, records, charts, advertising materials, and other similar data pertaining to the business, activities or future plans of Employer which is collected by Employee shall be delivered promptly to Employer without request by it upon termination of Employee's employment.

8. Inventions.

Employee shall disclose promptly to Employer any and all significant conceptions and ideas for inventions, improvements and valuable discoveries, whether patentable or not, which are conceived or made by Employee, solely or jointly with another, during the period of employment or within one (1) year hereafter, and which are directly related to the business or activities of Employer and which Employee conceives as a result of Employee's employment by Employer. Employee hereby assigns and agrees to assign all of Employee's interests therein to Employer or its nominee. Whenever requested to do so by Employer, Employee shall execute any and all applications, assignments or other instruments that Employer shall deem necessary to apply for and obtain Letters Patent of the United States or any foreign country or to otherwise protect Employer's interest therein

9. Trade Secrets.

Employee agrees that he will not, during or after the Term of this Agreement with Employer, disclose the specific terms of Employer's or its subsidiaries' relationships or agreements with its significant vendors or customers or any other significant and material trade secret of Employer or its subsidiaries, whether in existence or proposed, to any person, firm, partnership, corporation or business for any reason or purpose whatsoever other than in the course of performing Employee's duties hereunder.

10. Indemnification.

In the event Employee is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by Employer against Employee), by reason of the fact that Employee is or was performing services under this Agreement, then Employer shall indemnify Employee against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, as actually and reasonably incurred by Employee in connection therewith, except to the extent that such expenses result from Employee's gross, willful or wanton negligence or misconduct or fraud or criminal acts. In the event that both Employee and Employer are made a party to the same third-party action, complaint, suit or proceeding, Employer agrees to engage competent legal representation, and Employee agrees to use the same representation, provided that if counsel selected by Employer shall have a conflict of interest that prevents such counsel from representing Employee, Employee may engage separate counsel and Employer shall pay all attorneys' fees of such separate counsel. Further, while Employee is expected at all times to use Employee's best efforts to faithfully discharge his duties under this Agreement, Employee cannot be held liable to Employer for errors or omissions made in good faith where Employee has not exhibited gross, willful or wanton negligence or misconduct or performed criminal and fraudulent acts that materially damage the business of Employer.

11. No Prior Agreements.

Employee hereby represents and warrants to Employer that the execution of this Agreement by Employee and his employment by Employer and the performance of Employee's duties hereunder will not violate or be a breach of any agreement with a former employer, client or any other person or entity. Further, Employee agrees to indemnify Employer for any claim, including but not limited to attorneys' fees and expenses of investigation, by any such third party that such third party may now have or may hereafter come to have against Employer based upon or arising out of any noncompetition agreement, invention or secrecy agreement between Employee and such third party which was in existence as of the date of this Agreement.

12. Assignment; Binding Effect.

Employee understands that he has been selected for employment by Employer on the basis of Employee's personal qualifications, experience and skills. Employee, therefore, shall not assign all or any portion of Employee's performance under this Agreement, or any benefits received by Employee pursuant to this Agreement except by will or the laws of descent. Subject to the preceding two sentences and the express provisions of Paragraph 13 below, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. Change in Control.

(a) Employee understands and acknowledges that Employer may be merged or consolidated with or into another entity and that such entity shall automatically succeed to the rights and obligations of Employer hereunder or that Employer may undergo another type of Change in Control. In the event such a merger or consolidation or other Change in Control is initiated prior to the end of the Term, then the provisions of this Paragraph 13 shall be applicable.

(b) In the event of a pending Change in Control wherein Employer and Employee have not received written notice at least five (5) business days prior to the anticipated closing date of the transaction giving rise to the Change in Control from the successor to all or a substantial portion of Employer's business and/or assets that such successor is willing as of the closing to assume and agree to perform Employer's obligations under this Agreement in the same manner and to the same extent that Employer is hereby required to perform, then such Change in Control shall be deemed to be a termination of this Agreement by Employer without good cause during the Term, and (i) the noncompetition provision of Paragraph 4 shall not apply; (ii) Employee shall receive from Employer, in a lump-sum payment due on the effective date of such termination, an amount equal to three times the sum of (A) the Employee's annual Base Salary and (B) the higher of (x) the highest annual bonus paid to Employee under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof, for the past three fiscal years and (y) the Employee's annual bonus paid or payable, including any bonus or portion thereof which has been earned but deferred, under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof (and annualized for any fiscal year during which the Employee was employed for less than 12 full months), for the most recently completed or current fiscal year during the Term; and (iii) until the third anniversary of the effective date of such termination, Employee and, if applicable, Employee's dependents shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Employer and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) (collectively, "Employer Welfare Programs") to the extent applicable generally to other peer executives of Employer and its affiliated companies at the same after-tax cost to Employee as if Employee was employed by Employer, but in no event shall such Employer Welfare Programs provide Employee with benefits that are less favorable, in the aggregate, than the most favorable of such Employer Welfare Programs in effect for Employee at any time during the 120-day period immediately preceding the date of such termination; provided, however if Employer is unable to provide Employee and/or, if applicable, any of Employee's dependents, with any benefits to which Employee or such dependent is entitled pursuant to the terms of this Section 13(b)(iii) under any of the Employer Welfare Programs, Employer shall at its cost provide such benefit at a level no less favorable to Executive than would have been provided under the Employer Welfare Programs under another plan or arrangement, including an individual policy purchased by Employer for Employee or such dependent(s). Employee agrees that if any benefit to be provided under the Employer Welfare Programs is subject to the provisions of Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), Employee shall make a timely COBRA election to continue such benefit under COBRA during the applicable COBRA continuation period and Employer shall reimburse Employee for the amount of the COBRA premiums, if any, required to be paid by Employee for such coverage.

(c) In any Change in Control situation, Employee may, at his sole discretion, elect to terminate this Agreement by providing written notice to Employer at least five (5) business days prior to the anticipated closing of the transaction giving rise to the Change in Control. In such case, (i) the noncompetition provision of Paragraph 4 shall not apply; (ii) Employee shall receive from Employer, in a lump-sum payment due on the effective date of such termination, an amount equal to three times the sum of (A) the Employee's annual Base Salary and (B) the higher of (x) the highest annual bonus paid to Employee under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof, for the past three fiscal years and (y) the Employee's annual bonus paid or payable, including any bonus or portion thereof which has been earned but deferred, under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof (and annualized for any fiscal year during which the Employee was employed for less than 12 full months), for the most recently completed or current fiscal year during the Term; and (iii) until the third anniversary of the effective date of such termination, Employee and, if applicable, Employee's dependents shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Employer and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) (collectively, "Employer Welfare Programs") to the extent applicable generally to other peer executives of Employer and its affiliated companies at the same after-tax cost to Employee as if Employee was employed by Employer, but in no event shall such Employer Welfare Programs provide Employee with benefits that are less favorable, in the aggregate, than the most favorable of such Employer Welfare Programs in effect for Employee at any time during the 120-day period immediately preceding the date of such termination; provided, however if Employer is unable to provide Employee and/or, if applicable, any of Employee's dependents, with any benefits to which Employee or such dependent is entitled pursuant to the terms of this Section 13(b)(iii) under any of the Employer Welfare Programs, Employer shall at its cost provide such benefit at a level no less favorable to Executive than would have been provided under the Employer Welfare Programs under another plan or arrangement, including an individual policy purchased by Employer for Employee or such dependent(s). Employee agrees that if any benefit to be provided under the Employer Welfare Programs is subject to the provisions of Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), Employee shall make a timely COBRA election to continue such benefit under COBRA during the applicable COBRA continuation period and Employer shall reimburse Employee for the amount of the COBRA premiums, if any, required to be paid by Employee for such coverage.

(d) Employee will be given sufficient time and opportunity to elect whether to exercise all or any of Employee's vested options to purchase Employer Common Stock, including any options with accelerated vesting under the provisions of Employer's 1997 Stock Option Plan or any other Employer stock incentive plan, such that Employee may convert the options to shares of Employer Common Stock at or prior to the closing of the transaction giving rise to the Change in Control, if Employee so desires.

(e) In the event that a successor in a pending Change in Control gives notice pursuant to Paragraph 13(b) that it will assume Employer's obligations under this Agreement and at the time of or within twelve (12) months following such Change in Control Employee either (i) terminates this Agreement for good reason (as defined in Paragraph 6(c) of this Agreement) or (ii) is terminated by Employer other than for good cause (as defined in Paragraph 6(c) of this Agreement), then effective as of the date of such termination, (A) the noncompetition provisions of Paragraph 4 shall no longer apply; (B) Employee shall receive from Employer, in a lump-sum payment due on the effective date of such termination, an amount equal to three times the sum of (1) the Employee's annual Base Salary and (2) the higher of (x) the highest annual bonus paid to Employee for the past three fiscal years and (y) the Employee's annual bonus paid or payable, including any bonus or portion thereof which has been earned but deferred (and annualized for any fiscal year during which the Employee was employed for less than 12 full months), for the most recently completed or current fiscal year during the Term; and (C) until the third anniversary of the effective date of such termination, Employee and, if applicable, Employee's dependents shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Employer and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) (collectively, "Employer Welfare Programs") to the extent applicable generally to other peer executives of Employer and its affiliated companies at the same after-tax cost to Employee as if Employee was employed by Employer, but in no event shall such Employer Welfare Programs provide Employee with benefits that are less favorable, in the aggregate, than the most favorable of such Employer Welfare Programs in effect for Employee at any time during the 120-day period immediately preceding the date of such termination; provided, however if Employer is unable to provide Employee and/or, if applicable, any of Employee's dependents, with any benefits to which Employee or such dependent is entitled pursuant to the terms of this Section 13(b)(iii) under any of the Employer Welfare Programs, Employer shall at its cost provide such benefit at a level no less favorable to Executive than would have been provided under the Employer Welfare Programs under another plan or arrangement, including an individual policy purchased by Employer for Employee or such dependent(s). Employee agrees that if any benefit to be provided under the Employer Welfare Programs is subject to the provisions of Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), Employee shall make a timely COBRA election to continue such benefit under COBRA during the applicable COBRA continuation period and Employer shall reimburse Employee for the amount of the COBRA premiums, if any, required to be paid by Employee for such coverage.

(f) A "Change in Control" shall be deemed to have occurred if:

(i) any person or entity, other than Employer or an employee benefit plan of Employer, acquires directly or indirectly the Beneficial Ownership (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended) of any voting security of Employer and immediately after such acquisition such person or entity is, directly or indirectly, the Beneficial Owner of voting securities representing 50% or more of the total voting power of all of the then-outstanding voting securities of Employer; or

(ii) the following individuals no longer constitute a majority of the members of the Board: (A) the individuals who, as of the date hereof, constitute the Board (the "Current Directors"); (B) the individuals who thereafter are elected to the Board and whose election, or nomination of election, to the to the Board was approved by a vote of at least two-thirds (2/3) of the Current Directors then still in office (such directors becoming "Additional Current Directors" immediately following their election); and (C) the individuals who are elected to the Board and whose election, or nomination for election, to the Board was approved by a vote of at least two-thirds (2/3) of the Current Directors and Additional Current Directors then still in office (such directors also becoming "Additional Current Directors" immediately following their election); or

(iii) the stockholders of Employer shall approve an agreement for the sale or disposition by Employer of all or a substantial portion of Employer's assets (i.e., 50% or more of the total assets of Employer).

(g) Intentionally left blank.

(h) Employee shall be reimbursed by Employer or its successor for all excise taxes that Employee incurs under Section 4999 of the Internal Revenue Code of 1986, as amended, as a result of any Change in Control, such amount to be determined by Employer or by an accounting firm chosen by Employer. In addition, Employee shall be reimbursed by Employer or its successor for all federal, state and local income taxes and additional excise taxes attributable to the payment pursuant to the preceding sentence and the payment pursuant to this sentence. The amounts, as determined and described in the proceeding sentences of this paragraph (h), will be due and payable by Employer or its successor within ten (10) days after Employee delivers a written request for reimbursement accompanied by a copy of Employee's tax return(s) as filed reflecting the excise tax paid by Employee; provided, however, if Employee's tax return reflects an excise tax amount that is less than the amount determined by the Employer or its accounting form pursuant to this paragraph (h), the Employer shall be required to reimburse Employee in an amount equal to such lesser amount. In addition, if at any time the Employee receives a refund from the Internal Revenue Services of all or any portion of the amount of the excise tax or federal, state or local income taxes described in this paragraph (h) that were paid to Employee's receipt of such refund. The amount reimbursed by Employer hereunder shall not be subject to offset or reduction for any amount owed or claimed to be owed to Employer or its successor by Employee. If not paid within ten (10) days from date of demand, the amount due under this subsection shall bear interest at the maximum non-usurious rate allowed by law from the date of demand to the date of payment.

14. Complete Agreement.

This Agreement is not a promise of future employment. This Agreement, together with that

certain Employment Agreement between Employer and Employee dated March 13, 2002 (the "Change in Control Agreement" and together with this Agreement, the "Employment Documents") supersede any other agreements or understandings, written or oral, between Employer and Employee, and Employee has no oral representations, understandings or agreements with Employer or any of its officers, directors or representatives covering the same subject matter as the Employment Documents. The Employment Documents are the final, complete and exclusive statement and expression of the agreement between Employer and Employee, and the Employment Documents cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a written instrument signed by a duly authorized officer of Employer and Employee, and no term of this Agreement may be waived except by a written instrument signed by the party waiving the benefit of such term. To the extent that the Change in Control Agreement conflicts with this Agreement, the terms of the Change in

Control Agreement shall control.

15. No Offset.

Any severance payment(s) made pursuant to this Agreement are not subject to offset or reduction for any amount owed, or claimed to be owed, to Employer or its successor by Employee.

16. Notice.

Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To Employer:
Quanta Services, Inc.
1360 Post Oak Boulevard, Suite 2100
Houston, Texas 77056
Attention: General Counsel

To Employee:
9141 Briar Forest
Houston, Texas 77024

All notices, requests, consents, and other communications under this Agreement will be in writing and will be delivered by hand, by nationally recognized overnight courier service, by postage prepaid first class certified or registered mail, return receipt requested, or by facsimile with receipt confirmed. Notices provided in accordance with this Section 16 will be deemed delivered upon (a) personal delivery; (b) one (1) Business Day after delivery to a nationally recognized overnight courier service; (c) three (3) Business Days after deposit in the mail; or (d) confirmation of facsimile delivery. Either party may change the address for notice by notifying the other party of such change in accordance with this paragraph.

17. Severability, Headings.

If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of the Agreement or of any part hereof.

18. Arbitration.

Any unresolved dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a panel of three (3) arbitrators in Houston, Texas, in accordance with the National Rules of the American Arbitration Association for the Resolution of Employment Disputes in effect on the date of the event giving rise to the claim or the controversy. The arbitrators shall not have the authority to add to, detract from or modify any provision hereof nor to award punitive damages to any injured party. The arbitrators shall have the authority to order back-pay, severance compensation, vesting of options (or cash compensation in lieu of vesting of options), reimbursement of costs (including reasonable attorneys' fees), including those incurred to enforce this Agreement, and interest thereon in the event the arbitrators determine that Employee was terminated without disability or good cause, as defined in Paragraphs 6(b) and 6(c) hereof, respectively, or that Employer has otherwise materially breached this Agreement. A decision by a majority of the arbitration panel shall be final and binding. Judgment may be entered on the arbitrators' award in any court having jurisdiction. The direct expense of any arbitration proceeding shall be borne by Employer.

19. Governing Law.

This Agreement shall in all respects be construed according to the laws of the State of Texas.

20. Counterparts.

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER:	EMPLOYEE:
QUANTA SERVICES, INC.	JAMES H. HADDOX

By: /s/ JOHN R. COLSON

John R. Colson, CEO

By: /s/ JAMES H. HADDOX

James H. Haddox, Individually

EXHIBIT 10.46

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (the "Agreement"), by and between Quanta Services, Inc., a Delaware corporation ("Employer"), and John R. Wilson ("Employee"), is hereby entered into and effective as of this 21st day of May 2003.

RECITALS

A. As of the date of this Agreement, Employer is engaged primarily in the business of specialty electrical contracting for electric utilities, telecommunications and cable television providers, and transportation, commercial and industrial customers.

B. Employee is employed hereunder by Employer in a confidential relationship wherein Employee, in the course of Employee's employment with Employer, has and will continue to become familiar with and aware of non-public information of Employer, including but not limited to, Employer's customers, specific manner of doing business, including the processes, techniques and trade secrets utilized by Employer, and future plans with respect thereto ("Confidential Information"), all of which has been and will be established and maintained at great expense to Employer; this information is a trade secret and constitutes the valuable goodwill of Employer.

AGREEMENTS

In consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, the parties hereto hereby agree as follows:

1. Employment and Duties.

(a) Employer hereby employs Employee as President of Electric Power and Gas Operations of the Employer. As such, Employee shall have responsibilities, duties and authority reasonably accorded to and expected of a President of Electric Power and Gas Operations of the Employer and will report directly to the Chief Executive Officer of Employer. Employee hereby accepts this employment upon the terms and conditions herein contained and, subject to Paragraph 1(c) hereof, agrees to devote Employee's time, attention and efforts to promote and further the business of Employer.

(b) Employee shall faithfully adhere to, execute and fulfill all reasonable policies established by the Board of Directors of Employer (the "Board").

(c) Employee shall not, during the term of his employment hereunder, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage if such activity interferes with Employee's duties and responsibilities hereunder. The foregoing limitations shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require Employee's services in the operation or affairs of the companies or enterprises in which such investments are made nor violate the terms of paragraph 4 hereof.

(d) Following termination of Employee's employment with Employer for any reason, Employee shall immediately resign form any and all offices and positions he holds with Employer or any subsidiary, or affiliated entity, of Employer.

2. Compensation.

For all services rendered by Employee, Employer shall compensate Employee during Employee's period of employment hereunder as follows:

(a) Base Salary. The base salary payable to Employee shall be $300,000 per year, payable on a regular basis in accordance with Employer's standard payroll procedures but not less than monthly. On at least an annual basis, the Board will review Employee's performance and may make increases to such base salary if, in its discretion, any such increase is warranted. Such recommended increase would, in all likelihood, require approval by the Board or a duly constituted committee thereof.

(b) Incentive Bonus Plan. Employee shall participate in Employer's Management Incentive Bonus Plan for the fiscal year ending December 31, 2003 at a level commensurate with Employee's position, and subject to adjustment periodically based on competitive practices of the peer group used by Employer for purposes of competitive compensation benchmarking payable in cash or equities as determined by Employer in its sole discretion. Employee will participate in other current and future incentive bonus plans as determined by the Board or a duly constituted committee thereof.

(c) Executive Perquisites, Benefits, and Other Compensation. Employee shall be entitled to receive additional benefits and compensation from Employer in such form and to such extent as specified below:

(i) Payment of all premiums for coverage for Employee and Employee's dependent family members under health, hospitalization, disability, dental, life and other insurance plans that Employer may have in effect from time to time.

(ii) Reimbursement for all business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of Employee's services pursuant to this Agreement. Employee shall appropriately document, in reasonable detail, all reimbursable

expenses upon submission of any request for reimbursement, and in a format and manner consistent with Employer's expense reporting policy.

(iii) Employer shall provide Employee with other executive perquisites as may be available to or deemed appropriate for Employee by the Board and participation in all other Employer-wide employee benefits as available from time to time.

3. [Intentionally left blank.]

4. Non-Competition.

(a) Employee hereby agrees that Employee will not (without Employer's consent), during the period of Employee's employment with Employer, and for a period of one (1) year following the date Employee ceases to be employed by Employer or any direct or indirect subsidiary of Employer, for any reason whatsoever, directly or indirectly, for himself or on behalf of or in conjunction with any other person, persons, company, partnership, corporation or business of whatever nature:

(i) engage, as an officer, director, shareholder, owner, partner, joint venturer or in a managerial capacity, whether as an employee, independent contractor, consultant or advisor or as a sales representative, in any specialty electrical, telecom or cable television contracting business for electric utilities, telecommunications and cable television providers, and transportation, commercial and industrial customers, within the United States or within 100 miles of any other geographic area in which Employer or any of Employer's direct or indirect subsidiaries conducts business, including any territory serviced by Employer or any of its subsidiaries (the "Territory");

(ii) call upon any person who is, at that time, within the Territory, an employee of Employer (including the subsidiaries thereof) for the purpose or with the intent of enticing such employee away from or out of the employ of Employer (including the direct or indirect subsidiaries thereof);

(iii) call upon any person or entity which is, at that time, or which has been, within one (1) year prior to that time, a customer of Employer (including the direct or indirect subsidiaries thereof) within the Territory for the purpose of soliciting or selling products or services in direct competition with Employer or any subsidiary of Employer within the Territory; or

(iv) call upon any prospective acquisition candidate, on Employee's own behalf or on behalf of any competitor, which candidate was, to Employee's actual knowledge after due inquiry, either called upon by Employer including the direct or indirect subsidiaries thereof) or for which Employer made an acquisition analysis, for the purpose of acquiring such entity.

Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit Employee from acquiring as an investment not more than two percent (2%)of the capital stock of a competing business, whose stock is traded on a national securities exchange or over-the-counter.

(b) Because of the difficulty of measuring economic losses to Employer as a result of a breach of the foregoing covenant, and because of the immediate and irreparable damage that could be caused to Employer for which it would have no other adequate remedy, Employee agrees that the foregoing covenant may be enforced by Employer in the event of breach by him, by injunctions and restraining orders.

(c) It is agreed by the parties that the foregoing covenants in this Paragraph 4 impose a reasonable restraint on Employee in light of the activities and business of Employer (including Employer's direct and indirect subsidiaries) on the date of the execution of this Agreement and the current plans of Employer (including Employer's direct and indirect subsidiaries); but it is also the intent of Employer and Employee that such covenants be construed and enforced in accordance with the changing activities, business and locations of Employer (including Employer's direct and indirect subsidiaries) throughout the term of this Agreement, whether before or after the date of termination of the employment of Employee. For example, if, during the term of this Agreement, Employer (including Employer's direct and indirect subsidiaries) engages in new and different activities, enters a new business or establishes new locations for its current activities or business in addition to or other than the activities or business enumerated under the Recitals above or the locations currently established therefor, then Employee will be precluded from soliciting the customers or employees of such new activities or business or from such new location and from directly competing with such new business within 100 miles of its then-established operating location(s) through the term of this Agreement.

It is further agreed by the parties hereto that, in the event that Employee shall cease to be employed hereunder, and shall enter into a business or pursue other activities not in competition with Employer (including Employer's direct and indirect subsidiaries), or similar activities, or business in locations the operation of which, under such circumstances, does not violate clause (a) of this Paragraph 4, and in any event such new business, activities or location are not in violation of this Paragraph 4 or of employee's obligations under this Paragraph 4, if any, Employee shall not be chargeable with a violation of this Paragraph 4 if Employer (including Employer's direct and indirect subsidiaries) shall thereafter enter the same, similar or a competitive (i) business, (ii) course of activities or (iii) location, as applicable.

(d) The covenants in this Paragraph 4 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the Agreement shall be reformed in accordance therewith.

(e) All of the covenants in this Paragraph 4 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Employee against Employer, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Employer of such covenants.

(f) Notwithstanding any other provision of this Agreement, if Employee's employment is terminated by Employer for other than good cause, then no non-competition provision shall be enforceable for any period of time following expiration of the Severance Period as defined in Paragraph 6(d) below

5. Place of Performance.

Nothing contained herein shall be deemed to require Employee to relocate from Employee's current residence to a geographic location other than the Houston, Texas metropolitan area to carry out Employee's duties and responsibilities under this Agreement.

6. Term; Termination; Rights on Termination.

The term of this Agreement shall begin on the date hereof and continue for three (3) years (the ++nitial Term"), and thereafter, unless terminated sooner as herein provided, shall automatically renew for consecutive one-year terms on the same terms and conditions in effect as of the time of each such renewal (each such one-year term, a Renewal Term" and, all Renewal Terms together with the Initial Term, the "Term"). This Agreement and/or Employee's employment may be terminated in any one of the followings ways:

(a) Death. The death of Employee shall immediately terminate this Agreement with no severance compensation due to Employee's estate.

(b) Disability. If, as a result of incapacity due to physical or mental illness or injury, Employee shall have been absent from Employee's full-time duties hereunder for four (4) consecutive months, then thirty (30) days after receiving written notice (which notice may occur before or after the end of such four (4) month period, but which shall not be effective earlier than the last day of such four (4) month period), Employer may terminate Employee's employment hereunder provided Employee is unable to resume Employee's full-time duties at the conclusion of such notice period. Also, Employee may terminate Employee's employment hereunder if his health should become impaired to an extent that makes the continued performance of Employee's duties hereunder hazardous to Employee's physical or mental health or life, provided that

Employee shall have furnished Employer with a written statement from a qualified doctor to such effect and provided, further, that, at Employer's request made within thirty (30) days of the date of such written statement, Employee shall submit to an examination by a doctor selected by Employer who is reasonably acceptable to Employee or Employee's doctor and such doctor shall have concurred in the conclusion of Employee's doctor. In the event this Agreement is terminated as a result of Employee's disability, Employee shall receive from Employer, in a lump-sum payment due within ten (10) days of the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term of this Agreement or for one (1) year, whichever amount is greater.

(c) Good Cause; Good Reason. Employer may terminate the Agreement ten (10) days after delivery of written notice to Employee for "good cause", which shall be: (i) Employee's willful, material and irreparable breach of this Agreement; (ii) Employee's gross negligence in the performance or intentional nonperformance or inattention continuing for ten (10) days after receipt of

written notice of need to cure of any of Employee's material duties and responsibilities hereunder; (iii) Employee's willful dishonesty, fraud or material misconduct with respect to the business or affairs of Employer; (iv) Employee's conviction of a felony crime; or (v) chronic alcohol abuse or illegal drug abuse by Employee. In the event of a termination for good cause, as enumerated above, Employee shall have no right to any severance compensation.

Employee may terminate his employment under this Agreement ten (10) days after delivery of written notice to Employer for "good reason", which shall exist if, within twelve (12) months following a Change in Control, Employee (i) is offered a Lesser Position (as defined below), or (ii) is required to relocate in violation of Paragraph 5 of this Agreement. "Lesser Position" shall mean a new position or a change in the Employee's position, which, compared with Employee's position with Employer immediately prior to the Change in Control, (i) offers a lower level of compensation (including base salary, fringe benefits and target bonuses under any corporate-performance based bonus or incentive programs), or (ii) materially reduces Employee's duties or level of responsibility. In the event of such a termination of his employment, Employee shall be entitled to receive severance benefits as provided in Paragraph 13(d) below.

(d) Without Good Cause. At any time after the commencement of employment, either Employee or Employer may, without good reason or good cause, respectively, terminate this Agreement and Employee's employment, effective thirty (30) days after written notice is provided to the other party. Should Employee be terminated by Employer without good cause during the Term, Employer shall deliver to Employee promptly a waiver and release agreement waiving and releasing any claims Employee may have against Employer under the terms of this Agreement in form reasonably satisfactory to Employer and Employee, and upon Employee's execution thereof, Employee shall receive from Employer, in a lump-sum payment due on the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term (the Initial Term or the then current Renewal Term, as applicable) or for one (1) year, whichever amount is greater (such period of time, the "Severance Period"). If Employee resigns or otherwise terminates Employee's employment without good reason pursuant to this Paragraph 6(d), Employee shall receive no severance compensation.

(e) Change in Control of Employer. In the event of a "Change in Control of Employer" (as defined below) during the Term, refer to Paragraph 13 below.

Upon termination of his employment for any reason provided above, Employee shall be entitled to receive all compensation earned and all benefits and reimbursements due through the effective date of termination. Additional compensation subsequent to termination, if any, will be due and payable to Employee only to the extent and in the manner expressly provided above or in Paragraph 13 hereof. All other rights and obligations of Employer and Employee under this Agreement shall cease as of the effective date of termination, except that Employer's obligations under Paragraph 10 hereof and Employee's obligations under Paragraphs 4, 7, 8, 9, 11 and 18 hereof shall survive such termination in accordance with their terms.

If termination of Employee's employment arises out of Employer's failure to pay Employee on a timely basis the amounts to which he is entitled under this Agreement or as a result of any other breach of this Agreement by Employer, as determined by a court of competent jurisdiction or pursuant to the provisions of Paragraph 18 below, Employer shall pay all amounts and damages to which Employee may be entitled as a result of such breach, including interest thereon and all reasonable legal fees and expenses and other costs incurred by Employee to enforce Employee's rights hereunder.

7. Return of Company Property.

All records, designs, patents, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Employee by or on behalf of Employer, or its representatives, vendors or customers which pertain to the business of Employer shall be and remain the property of Employer, and be subject at all times to its discretion and control. Likewise, all correspondence, reports, records, charts, advertising materials, and other similar data pertaining to the business, activities or future plans of Employer which is collected by Employee shall be delivered promptly to Employer without request by it upon termination of Employee's employment.

8. Inventions.

Employee shall disclose promptly to Employer any and all significant conceptions and ideas for inventions, improvements and valuable discoveries, whether patentable or not, which are conceived or made by Employee, solely or jointly with another, during the period of employment or within one (1) year hereafter, and which are directly related to the business or activities of Employer and which Employee conceives as a result of Employee's employment by Employer. Employee hereby assigns and agrees to assign all of Employee's interests therein to Employer or its nominee. Whenever requested to do so by Employer, Employee shall execute any and all applications, assignments or other instruments that Employer shall deem necessary to apply for and obtain Letters Patent of the United States or any foreign country or to otherwise protect Employer's interest therein

9. Trade Secrets.

Employee agrees that he will not, during or after the Term of this Agreement with Employer, disclose the specific terms of Employer's or its subsidiaries' relationships or agreements with its significant vendors or customers or any other significant and material trade secret of Employer or its subsidiaries, whether in existence or proposed, to any person, firm, partnership, corporation or business for any reason or purpose whatsoever other than in the course of performing Employee's duties hereunder.

10. Indemnification.

In the event Employee is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by Employer against Employee), by reason of the fact that Employee is or was performing services under this Agreement, then Employer shall indemnify Employee against all expenses (including attorneys'

fees), judgments, fines and amounts paid in settlement, as actually and reasonably incurred by Employee in connection therewith except to the extent that such expenses result from Employee's gross, willful or wanton negligence or misconduct or fraud or criminal acts. In the event that both Employee and Employer are made a party to the same third-party action, complaint, suit or proceeding, Employer agrees to engage competent legal representation, and Employee agrees to use the same representation, provided that if counsel selected by Employer shall have a conflict of interest that prevents such counsel from representing Employee, Employee may engage separate counsel and Employer shall pay all attorneys' fees of such separate counsel. Further, while Employee is expected at all times to use Employee's best efforts to faithfully discharge his duties under this Agreement, Employee cannot be held liable to Employer for errors or omissions made in good faith where Employee has not exhibited gross, willful or wanton negligence or misconduct or performed criminal and fraudulent acts that materially damage the business of Employer.

11. No Prior Agreements.

Employee hereby represents and warrants to Employer that the execution of this Agreement by Employee and his employment by Employer and the performance of Employee's duties hereunder will not violate or be a breach of any agreement with a former employer, client or any other person or entity. Further, Employee agrees to indemnify Employer for any claim, including but not limited to attorneys' fees and expenses of investigation, by any such third party that such third party may now have or may hereafter come to have against Employer based upon or arising out of any noncompetition agreement, invention or secrecy agreement between Employee and such third party which was in existence as of the date of this Agreement.

12. Assignment; Binding Effect.

Employee understands that Employer has selected him for employment on the basis of Employee's personal qualifications, experience and skills. Employee, therefore, shall not assign all or any portion of Employee's performance under this Agreement, or any benefits received by Employee pursuant to this Agreement except by will or the laws of descent. Subject to the preceding two sentences and the express provisions of Paragraph 13 below, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. Change in Control.

(a) Employee understands and acknowledges that Employer may be merged or consolidated with or into another entity and that such entity shall automatically succeed to the rights and obligations of Employer hereunder or that Employer may undergo another type of Change in Control. In the event such a merger or consolidation or other Change in Control is initiated prior to the end of the Term, then the provisions of this Paragraph 13 shall be applicable.

(b) In the event of a pending Change in Control wherein Employer and Employee have not received written notice at least five (5) business days prior to the anticipated closing date of the transaction giving rise to the Change in Control from the successor to all or a substantial portion of

Employer's business and/or assets that such successor is willing as of the closing to assume and agree to perform Employer's obligations under this Agreement in the same manner and to the same extent that Employer is hereby required to perform, then such Change in Control shall be deemed to be a termination of this Agreement by Employer without good cause during the Term, and (i) the noncompetition provision of Paragraph 4 shall not apply; (ii) Employee shall receive from Employer, in a lump-sum payment due on the effective date of such termination, an amount equal to three times the sum of (A) the Employee's annual Base Salary and (B) the higher of (x) the highest annual bonus paid to Employee under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof, for the past three fiscal years and (y) the Employee's annual bonus paid or payable, including any bonus or portion thereof which has been earned but deferred, under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof (and annualized for any fiscal year during which the Employee was employed for less than 12 full months), for the most recently completed or current fiscal year during the Term; and (iii) until the third anniversary of the effective date of such termination, Employee and, if applicable, Employee's dependents shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Employer and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) (collectively, "Employer Welfare Programs") to the extent applicable generally to other peer executives of Employer and its affiliated companies at the same after-tax cost to Employee as if Employee was employed by Employer, but in no event shall such Employer Welfare Programs provide Employee with benefits that are less favorable, in the aggregate, than the most favorable of such Employer Welfare Programs in effect for Employee at any time during the 120-day period immediately preceding the date of such termination; provided, however if Employer is unable to provide Employee and/or, if applicable, any of Employee's dependents, with any benefits to which Employee or such dependent is entitled pursuant to the terms of this Section 13(b)(iii) under any of the Employer Welfare Programs, Employer shall at its cost provide such benefit at a level no less favorable to Executive than would have been provided under the Employer Welfare Programs under another plan or arrangement, including an individual policy purchased by Employer for Employee or such dependent(s). Employee agrees that if any benefit to be provided under the Employer Welfare Programs is subject to the provisions of Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), Employee shall make a timely COBRA election to continue such benefit under COBRA during the applicable COBRA continuation period and Employer shall reimburse Employee for the amount of the COBRA premiums, if any, required to be paid by Employee for such coverage.

(c) Employee will be given sufficient time and opportunity to elect whether to exercise all or any of Employee's vested options to purchase Employer Common Stock, including any options with accelerated vesting under the provisions of Employer's 1997 Stock Option Plan or any other Employer stock incentive plan, such that Employee may convert the options to shares of Employer Common Stock at or prior to the closing of the transaction giving rise to the Change in Control, if Employee so desires.

(d) In the event that a successor in a pending Change in Control gives notice pursuant to Paragraph 13(b) that it will assume Employer's obligations under this Agreement and at the time of

or within twelve (12) months following such Change in Control Employee either (i) terminates this Agreement for good reason (as defined in Paragraph 6(c) of this Agreement) or (ii) is terminated by Employer other than for good cause (as defined in Paragraph 6(c) of this Agreement), then effective as of the date of such termination, (A) the noncompetition provisions of Paragraph 4 shall no longer apply; (B) Employee shall receive from Employer, in a lump-sum payment due on the effective date of such termination, an amount equal to three times the sum of (1) the Employee's annual Base Salary and (2) the higher of (x) the highest annual bonus paid to Employee under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof, for the past three fiscal years and (y) the Employee's annual bonus paid or payable, including any bonus or portion thereof which has been earned but deferred, under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof (and annualized for any fiscal year during which the Employee was employed for less than 12 full months), for the most recently completed or current fiscal year during the Term and (C) until the third anniversary of the effective date of such termination, Employee and, if applicable, Employee's dependents shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Employer and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) (collectively, "Employer Welfare Programs") to the extent applicable generally to other peer executives of Employer and its affiliated companies at the same after-tax cost to Employee as if Employee was employed by Employer, but in no event shall such Employer Welfare Programs provide Employee with benefits that are less favorable, in the aggregate, than the most favorable of such Employer Welfare Programs in effect for Employee at any time during the 120-day period immediately preceding the date of such termination; provided, however if Employer is unable to provide Employee and/or, if applicable, any of Employee's dependents, with any benefits to which Employee or such dependent is entitled pursuant to the terms of this Section 13(b)(iii) under any of the Employer Welfare Programs, Employer shall at its cost provide such benefit at a level no less favorable to Executive than would have been provided under the Employer Welfare Programs under another plan or arrangement, including an individual policy purchased by Employer for Employee or such dependent(s). Employee agrees that if any benefit to be provided under the Employer Welfare Programs is subject to the provisions of Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), Employee shall make a timely COBRA election to continue such benefit under COBRA during the applicable COBRA continuation period and Employer shall reimburse Employee for the amount of the COBRA premiums, if any, required to be paid by Employee for such coverage.

(e) A "Change in Control" shall be deemed to have occurred if:

(i) any person or entity, other than Employer or an employee benefit plan of Employer, acquires directly or indirectly the Beneficial Ownership (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended) of any voting security of Employer and immediately after such acquisition such person or entity is, directly or indirectly, the Beneficial Owner of voting securities representing 50% or more of the total voting power of all of the then-outstanding voting securities of Employer; or

(ii) the following individuals no longer constitute a majority of the members of the Board: (A) the individuals who, as of the date hereof, constitute the Board (the "Current Directors"); (B) the individuals who thereafter are elected to the Board and whose election, or nomination of election, to the to the Board was approved by a vote of at least two-thirds (2/3) of the Current Directors then still in office (such directors becoming "Additional Current Directors" immediately following their election); and (C) the individuals who are elected to the Board and whose election, or nomination for election, to the Board was approved by a vote of at least two-thirds (2/3) of the Current Directors and Additional Current Directors then still in office (such directors also becoming "Additional Current Directors" immediately following their election); or

(iii) the stockholders of Employer shall approve an agreement for the sale or disposition by Employer of all or a substantial portion of Employer's assets (i.e., 50% or more of the total assets of Employer).

(f) Intentionally left blank.

(g) Employee shall be reimbursed by Employer or its successor for all excise taxes that Employee incurs under Section 4999 of the Internal Revenue Code of 1986, as amended, as a result of any Change in Control, such amount to be determined by Employer or by an accounting firm chosen by Employer. In addition, Employee shall be reimbursed by Employer or its successor for all federal, state and local income taxes and additional excise taxes attributable to the payment pursuant to the preceding sentence and the payment pursuant to this sentence. The amounts, as determined and described in the preceding sentences of this paragraph (g), will be due and payable by Employer or its successor within ten (10) days after Employee delivers a written request for reimbursement accompanied by a copy of Employee's tax return(s) as filed reflecting the excise tax paid by Employee; provided, however, if Employee's tax return reflects an excise tax amount that is less than the amount determined by the Employer or its accounting firm pursuant to this paragraph (g), the Employer shall be required to reimburse Employee in an amount equal to such lesser amount. In addition, it at any time the Employee receives a refund from the Internal Revenue Services of all or any portion of the amount of the excise tax of federal, state or local income taxes described in this paragraph (g) that were paid to Employee's receives receipt o such refund. The amount reimbursed by Employer hereunder shall not be subject to offset or reduction for any amount owed or claimed to be owed to Employer or its successor by Employee. If not paid within ten (10) days from date of demand, the amount due under this subsection shall bear interest at the maximum non-usurious rate allowed by law from the date of demand to the date of payment.

14. Complete Agreement.

This Agreement is not a promise of future employment. This Agreement, together with that certain Employment Agreement between Employer and Employee dated March 13, 2002 (the "Change in Control Agreement" and together with this Agreement, the "Employment Documents") supersede any other agreements or understandings, written or oral, between Employer and Employee, and Employee has no oral representations, understandings or agreements with Employer or any of its officers, directors or representatives covering the same subject matter as the Employment Documents. The Employment Documents are the final, complete and exclusive statement and expression of the agreement between Employer and Employee, and the Employment Documents cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a written instrument signed by a duly authorized officer of Employer and Employee, and no term of this Agreement may be waived except by a written instrument signed by the party waiving the benefit of such term. To the extent that the Change in Control Agreement conflicts with this Agreement, the terms of the Change in Control Agreement shall control.

15. No Offset.

Any severance payment(s) made pursuant to this Agreement are not subject to offset or reduction for any amount owed, or claimed to be owed, to Employer or its successor by Employee.

16. Notice.

Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To Employer: Quanta Services, Inc.
1360 Post Oak Boulevard, Suite 2100
Houston, Texas 77056
Attention: General Counsel

To Employee: John R. Wilson
99 North Post Oak Lane, # 7204
Houston, Texas 77024

All notices, requests, consents, and other communications under this Agreement will be in writing and will be delivered by hand, by nationally recognized overnight courier service, by postage prepaid first class certified or registered mail, return receipt requested, or by facsimile with receipt confirmed. Notices provided in accordance with this Section 16 will be deemed delivered upon (a) personal delivery; (b) one (1) Business Day after delivery to a nationally recognized overnight courier service; (c) three (3) Business Days after deposit in the mail; or (d) confirmation of facsimile delivery. Either party may change the address for notice by notifying the other party of such change in accordance with this paragraph.

17. Severability, Headings.

If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of the Agreement or of any part hereof.

18. Arbitration.

Any unresolved dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a panel of three (3) arbitrators in Houston, Texas, in accordance with the National Rules of the American Arbitration Association for the Resolution of Employment Disputes in effect on the date of the event giving rise to the claim or the controversy. The arbitrators shall not have the authority to add to, detract from or modify any provision hereof nor to award punitive damages to any injured party. The arbitrators shall have the authority to order back-pay, severance compensation, vesting of options (or cash compensation in lieu of vesting of options), reimbursement of costs (including reasonable attorneys' fees), including those incurred to enforce this Agreement, and interest thereon in the event the arbitrators determine that Employee was terminated without disability or good cause, as defined in Paragraphs 6(b) and 6(c) hereof, respectively, or that Employer has otherwise materially breached this Agreement. A decision by a majority of the arbitration panel shall be final and binding. Judgment may be entered on the arbitrators' award in any court having jurisdiction. The direct expense of any arbitration proceeding shall be borne by Employer.

19. Governing Law.

This Agreement shall in all respects be construed according to the laws of the State of Texas.

20. Counterparts.

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER:	EMPLOYEE:
QUANTA SERVICES, INC.	JOHN R. WILSON
By: /s/ JOHN R. COLSON	By: /s/ JOHN R. WILSON
John R. Colson, CEO	John R. Wilson, Individually

EXHIBIT 10.47

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (the "Agreement"), by and between Quanta Services, Inc., a Delaware corporation ("Employer"), and Luke T. Spalj ("Employee"), is hereby entered into and effective as of this 21st day of May 2003.

RECITALS

A. As of the date of this Agreement, Employer is engaged primarily in the business of specialty electrical contracting for electric utilities, telecommunications and cable television providers, and transportation, commercial and industrial customers.

B. Employee is employed hereunder by Employer in a confidential relationship wherein Employee, in the course of Employee's employment with Employer, has and will continue to become familiar with and aware of non-public information of Employer, including but not limited to, Employer's customers, specific manner of doing business, including the processes, techniques and trade secrets utilized by Employer, and future plans with respect thereto ("Confidential Information"), all of which has been and will be established and maintained at great expense to Employer; this information is a trade secret and constitutes the valuable goodwill of Employer.

AGREEMENTS

In consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, the parties hereto hereby agree as follows:

1. Employment and Duties.

(a) Employer hereby employs Employee as President of Telecommunications and Cable Operations of the Employer. As such, Employee shall have responsibilities, duties and authority reasonably accorded to and expected of a President of Telecommunications and Cable Operations of the Employer and will report directly to the Chief Executive Officer of Employer. Employee hereby accepts this employment upon the terms and conditions herein contained and, subject to Paragraph 1(c) hereof, agrees to devote Employee's time, attention and efforts to promote and further the business of Employer.

(b) Employee shall faithfully adhere to, execute and fulfill all reasonable policies established by the Board of Directors of Employer (the "Board").

(c) Employee shall not, during the term of his employment hereunder, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage if such activity interferes with Employee's duties and responsibilities hereunder. The foregoing limitations shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require Employee's significant services in the operation or affairs of the companies or enterprises in which such investments are made nor violate the terms of Paragraph 4 hereof.

(d) Following termination of Employee's employment with Employment with Employer for any reason, Employee shall immediately resign form any and all offices and positions he holds with Employer or any subsidiary, or affiliated entity, of Employer.

2. Compensation.

For all services rendered by Employee, Employer shall compensate Employee during Employee's period of employment hereunder as follows:

(a) Base Salary. The base salary payable to Employee shall be $300,000 per year, payable on a regular basis in accordance with Employer's standard payroll procedures but not less than monthly. On at least an annual basis, the Board will review Employee's performance and may make increases to such base salary if, in its discretion, any such increase is warranted. Such recommended increase would, in all likelihood, require approval by the Board or a duly constituted committee thereof.

(b) Incentive Bonus Plan. Employee shall participate in Employer's Management Incentive Bonus Plan for the fiscal year ending December 31, 2003 at a level commensurate with Employee's position, and subject to adjustment periodically based on competitive practices of the peer group used by Employer for purposes of competitive compensation benchmarking payable in cash or equities as determined by Employer in its sole discretion. Employee will participate in other current and future incentive bonus plans as determined by the Board or a duly constituted committee thereof.

(c) Executive Perquisites, Benefits, and Other Compensation. Employee shall be entitled to receive additional benefits and compensation from Employer in such form and to such extent as specified below:

(i) Payment of all premiums for coverage for Employee and Employee's dependent family members under health, hospitalization, disability, dental, life and other insurance plans that Employer may have in effect from time to time.

(ii) Reimbursement for all business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of Employee's services pursuant to this Agreement. Employee shall appropriately document, in reasonable detail, all reimbursable

expenses upon submission of any request for reimbursement, and in a format and manner consistent with Employer's expense reporting policy.

(iii) Employer shall provide Employee with other executive perquisites as may be available to or deemed appropriate for Employee by the Board and participation in all other Employer-wide employee benefits as available from time to time.

3. [Intentionally left blank.]

4. Non-Competition.

(a) Employee hereby agrees that Employee will not (without Employer's consent), during the period of Employee's employment with Employer, and for a period of one (1) year following Employee's voluntary termination with Employer or any direct or indirect subsidiary of Employer, or the termination of Employee's employment with Employer or any direct or indirect subsidiary of Employer "for cause," directly or indirectly, for himself or on behalf of or in conjunction with any other person, persons, company, partnership, corporation or business of whatever nature:

(i) engage, as an officer, director, shareholder, owner, partner, joint venturer or in a managerial capacity, whether as an employee, independent contractor, consultant or advisor or as a sales representative, in any business that competes with Employer or any direct or indirect subsidiary of Employer within 150 miles of (A) where Employer or any of its subsidiaries conducts business, or has conducted business within the past three (3) years or (B) where Employer or any direct or indirect subsidiary of Employer conducts business that is, within six (6) months prior to the date of termination of employment, business under his supervision or managerial authority (such areas being herein referred to as the "Territory");

(ii) call upon any person who is, at that time, an employee or consultant of Employer (including the direct or indirect subsidiaries thereof) for the purpose or with the intent of enticing such employee or consultant away from or out of the employ of Employer (including the direct or indirect subsidiaries thereof); or

(iii) call upon any person or entity which is, at that time, or which has been, within one (1) year prior to that time, a customer of Employer (including the direct or indirect subsidiaries thereof) within the Territory for the purpose of soliciting or selling products or services in direct competition with Employer or any direct or indirect subsidiary of Employer within the Territory.

Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit (A) Employee from acquiring, as a passive investor with no involvement in the operations of the business, not more than one percent (1%) of the capital stock of a competing business, whose stock is traded on a national securities exchange, the Nasdaq Stock market or over-the-counter, (B) the ownership of Employee of equity interests in Rice Lake Contracting or Deerwood Bancshares, Inc. ("Deerwood"), (C) the financing, in the ordinary course of business, of any Competitive Business or any subcontractor of Employer by Deerwood or an Affiliate of Deerwood.

(b) Because of the difficulty of measuring economic losses to Employer as a result of a breach of the foregoing covenant, and because of the immediate and irreparable damage that could be caused to Employer for which it would have no other adequate remedy, Employee agrees that the foregoing covenant may be enforced by Employer in the event of breach by him, by injunctions, restraining orders, and other equitable actions.

(c) It is agreed by the parties that the foregoing covenants in this Paragraph 4 impose a reasonable restraint on Employee in light of the activities and business of Employer (including Employer's direct and indirect subsidiaries) on the date of the execution of this Agreement and the current plans of Employer (including Employer's direct and indirect subsidiaries); but it is also the intent of Employer and Employee that such covenants be construed and enforced in accordance with the changing activities, business and locations of Employer (including Employer's direct and indirect subsidiaries) throughout the term of this Agreement, whether before or after the date of termination of the employment of Employee. For example, if, during the term of this Agreement, Employer (including Employer's direct and indirect subsidiaries) engages in new and different activities, enters a new business or establishes new locations for its current activities or business in addition to or other than the activities or business enumerated under the Recitals above or the locations currently established therefor, then Employee will be precluded from soliciting the customers or employees of such new activities or business or from such new location and from directly competing with such new business within 100 miles of its then-established operating location(s) through the term of this Agreement.

It is further agreed by the parties hereto that, in the event that Employee shall cease to be employed hereunder, and shall enter into a business or pursue other activities not in competition with Employer (including Employer's direct and indirect subsidiaries), or similar activities, or business in locations the operation of which, under such circumstances, does not violate clause (a) (i) of this Paragraph 4, and in any event such new business, activities or location are not in violation of this Paragraph 4 or of employee's obligations under this Paragraph 4, if any, Employee shall not be chargeable with a violation of this Paragraph 4 if Employer (including Employer's direct and indirect subsidiaries) shall thereafter enter the same, similar or a competitive (i) business, (ii) course of activities or (iii) location, as applicable.

(d) The covenants in this Paragraph 4 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the Agreement shall be reformed in accordance therewith.

(e) All of the covenants in this Paragraph 4 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Employee against Employer, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Employer of such covenants.

(f) Notwithstanding any other provision of this Agreement, if Employee's employment is terminated by Employer for other than good cause, then no non-competition provision shall be enforceable for any period of time following expiration of the Severance Period as defined in Paragraph 6(d) below.

5. Place of Performance.

Nothing contained herein shall be deemed to require Employee to relocate from Employee's current residence to a geographic location other than the Houston, Texas metropolitan area to carry out Employee's duties and responsibilities under this Agreement.

6. Term; Termination; Rights on Termination.

The term of this Agreement shall begin on the date hereof and continue for three (3) years (the "Initial Term"), and thereafter, unless terminated sooner as herein provided, shall automatically renew for consecutive one-year terms on the same terms and conditions in effect as of the time of each such renewal (each such one-year term, a "Renewal Term" and, all Renewal Terms together with the Initial Term, the "Term"). This Agreement and/or Employee's employment may be terminated in any one of the followings ways:

(a) Death. The death of Employee shall immediately terminate this Agreement with no severance compensation due to Employee's estate.

(b) Disability. If, as a result of incapacity due to physical or mental illness or injury, Employee shall have been absent from Employee's full-time duties hereunder for four (4) consecutive months, then thirty (30) days after receiving written notice (which notice may occur before or after the end of such four (4) month period, but which shall not be effective earlier than the last day of such four (4) month period), Employer may terminate Employee's employment hereunder provided Employee is unable to resume Employee's full-time duties at the conclusion of such notice period. Also, Employee may terminate Employee's employment hereunder if his health should become impaired to an extent that makes the continued performance of Employee's duties hereunder hazardous to Employee's physical or mental health or life, provided that

Employee shall have furnished Employer with a written statement from a qualified doctor to such effect and provided, further, that, at Employer's request made within thirty (30) days of the date of such written statement, Employee shall submit to an examination by a doctor selected by Employer who is reasonably acceptable to Employee or Employee's doctor and such doctor shall have concurred in the conclusion of Employee's doctor. In the event this Agreement is terminated as a result of Employee's disability, Employee shall receive from Employer, in a lump-sum payment due within ten (10) days of the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term of this Agreement or for one (1) year, whichever amount is greater.

(c) Good Cause; Good Reason. Employer may terminate the Agreement ten (10) days after delivery of written notice to Employee for "good cause", which shall be: (i) Employee's willful, material and irreparable breach of this Agreement; (ii) Employee's gross negligence in the performance or intentional nonperformance or inattention continuing for ten (10) days after receipt of

written notice of need to cure of any of Employee's material duties and responsibilities hereunder; (iii) Employee's willful dishonesty, fraud or material misconduct with respect to the business or affairs of Employer; (iv) Employee's conviction of a felony crime; or (v) chronic alcohol abuse or illegal drug abuse by Employee. In the event of a termination for good cause, as enumerated above, Employee shall have no right to any severance compensation.

Employee may terminate his employment under this Agreement ten (10) days after delivery of written notice to Employer for "good reason", which shall exist if, within twelve (12) months following a Change in Control, Employee (i) is offered a Lesser Position (as defined below), or (ii) is required to relocate in violation of Paragraph 5 of this Agreement. "Lesser Position" shall mean a new position or a change in the Employee's position, which, compared with Employee's position with Employer immediately prior to the Change in Control, (i) offers a lower level of compensation (including base salary, fringe benefits and target bonuses under any corporate-performance based bonus or incentive programs), or (ii) materially reduces Employee's duties or level of responsibility. In the event of such a termination of his employment, Employee shall be entitled to receive severance benefits as provided in Paragraph 13 (d) below.

(d) Without Good Cause. At any time after the commencement of employment, either Employee or Employer may, without good reason or good cause, respectively, terminate this Agreement and Employee's employment, effective thirty (30) days after written notice is provided to the other party. Should Employee be terminated by Employer without good cause during the Term, Employer shall deliver to Employee promptly a waiver and release agreement waiving and releasing any claims Employee may have against Employer under the terms of this Agreement in form reasonably satisfactory to Employer and Employee, and upon Employee's execution thereof, Employee shall receive from Employer, in a lump-sum payment due on the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term (the Initial Term or the then current Renewal Term, as applicable) or for one (1) year, whichever amount is greater (such period of time, the "Severance Period"). If Employee resigns or otherwise terminates Employee's employment without good reason pursuant to this Paragraph 6(d), Employee shall receive no severance compensation.

(e) Change in Control of Employer. In the event of a "Change in Control of Employer" (as defined below) during the Term, refer to Paragraph 13 below.

Upon termination of his employment for any reason provided above, Employee shall be entitled to receive all compensation earned and all benefits and reimbursements due through the effective date of termination. Additional compensation subsequent to termination, if any, will be due and payable to Employee only to the extent and in the manner expressly provided above or in Paragraph 13 hereof. All other rights and obligations of Employer and Employee under this Agreement shall cease as of the effective date of termination, except that Employer's obligations under Paragraph 10 hereof and Employee's obligations under Paragraphs 4, 7, 8, 9, 11 and 18 hereof shall survive such termination in accordance with their terms.

If termination of Employee's employment arises out of Employer's failure to pay Employee on a timely basis the amounts to which he is entitled under this Agreement or as a result of any other

breach of this Agreement by Employer, as determined by a court of competent jurisdiction or pursuant to the provisions of Paragraph 18 below, Employer shall pay all amounts and damages to which Employee may be entitled as a result of such breach, including interest thereon and all reasonable legal fees and expenses and other costs incurred by Employee to enforce Employee's rights hereunder.

7. Return of Company Property.

All records, designs, patents, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Employee by or on behalf of Employer, or its representatives, vendors or customers which pertain to the business of Employer shall be and remain the property of Employer, and be subject at all times to its discretion and control. Likewise, all correspondence, reports, records, charts, advertising materials, and other similar data pertaining to the business, activities or future plans of Employer which is collected by Employee shall be delivered promptly to Employer without request by it upon termination of Employee's employment.

8. Inventions.

Employee shall disclose promptly to Employer any and all significant conceptions and ideas for inventions, improvements and valuable discoveries, whether patentable or not, which are conceived or made by Employee, solely or jointly with another, during the period of employment or within one (1) year hereafter, and which are directly related to the business or activities of Employer and which Employee conceives as a result of Employee's employment by Employer. Employee hereby assigns and agrees to assign all of Employee's interests therein to Employer or its nominee. Whenever requested to do so by Employer, Employee shall execute any and all applications, assignments or other instruments that Employer shall deem necessary to apply for and obtain Letters Patent of the United States or any foreign country or to otherwise protect Employer's interest therein.

9. Trade Secrets.

Employee agrees that he will not, during or after the Term of this Agreement with Employer, disclose the specific terms of Employer's or its subsidiaries' relationships or agreements with its significant vendors or customers or any other significant and material trade secret of Employer or its subsidiaries, whether in existence or proposed, to any person, firm, partnership, corporation or business for any reason or purpose whatsoever other than in the course of performing Employee's duties hereunder.

10. Indemnification.

In the event Employee is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by Employer against Employee), by reason of the fact that Employee is or was performing services under this Agreement, then Employer shall indemnify Employee against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, as actually and reasonably incurred by Employee in connection therewith except to the extent that such expenses result from Employee's

gross, willful or wanton negligence or misconduct or fraud or criminal acts. In the event that both Employee and Employer are made a party to the same third-party action, complaint, suit or proceeding, Employer agrees to engage competent legal representation, and Employee agrees to use the same representation, provided that if counsel selected by Employer shall have a conflict of interest that prevents such counsel from representing Employee, Employee may engage separate counsel and Employer shall pay all attorneys' fees of such separate counsel. Further, while Employee is expected at all times to use Employee's best efforts to faithfully discharge his duties under this Agreement, Employee cannot be held liable to Employer for errors or omissions made in good faith where Employee has not exhibited gross, willful or wanton negligence or misconduct or performed criminal and fraudulent acts that materially damage the business of Employer.

11. No Prior Agreements.

Employee hereby represents and warrants to Employer that the execution of this Agreement by Employee and his employment by Employer and the performance of Employee's duties hereunder will not violate or be a breach of any agreement with a former employer, client or any other person or entity. Further, Employee agrees to indemnify Employer for any claim, including but not limited to attorneys' fees and expenses of investigation, by any such third party that such third party may now have or may hereafter come to have against Employer based upon or arising out of any noncompetition agreement, invention or secrecy agreement between Employee and such third party which was in existence as of the date of this Agreement.

12. Assignment; Binding Effect.

Employee understands that Employer has selected him for employment on the basis of Employee's personal qualifications, experience and skills.

Employee, therefore, shall not assign all or any portion of Employee's performance under this Agreement, or any benefits received by Employee pursuant to this Agreement except by will or the laws of descent.. Subject to the preceding two sentences and the express provisions of Paragraph 13 below, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. Change in Control.

(a) Employee understands and acknowledges that Employer may be merged or consolidated with or into another entity and that such entity shall automatically succeed to the rights and obligations of Employer hereunder or that Employer may undergo another type of Change in Control. In the event such a merger or consolidation or other Change in Control is initiated prior to the end of the Term, then the provisions of this Paragraph 13 shall be applicable.

(b) In the event of a pending Change in Control wherein Employer and Employee have not received written notice at least five (5) business days prior to the anticipated closing date of the transaction giving rise to the Change in Control from the successor to all or a substantial portion of Employer's business and/or assets that such successor is willing as of the closing to assume and agree to perform Employer's obligations under this Agreement in the same manner and to the same extent

that Employer is hereby required to perform, then such Change in Control shall be deemed to be a termination of this Agreement by Employer without good cause during the Term, and (i) the noncompetition provision of Paragraph 4 shall not apply; (ii) Employee shall receive from Employer, in a lump-sum payment due on the effective date of such termination, an amount equal to three times the sum of (A) the Employee's annual Base Salary and (B) the higher of (x) the highest annual bonus paid to Employee under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof for the past three fiscal years and (y) the Employee's annual bonus paid or payable, including any bonus or portion thereof which has been earned but deferred, under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof (and annualized for any fiscal year during which the Employee was employed for less than 12 full months), for the most recently completed or current fiscal year during the Term; and (iii) until the third anniversary of the effective date of such termination, Employee and, if applicable, Employee's dependents shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Employer and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) (collectively, "Employer Welfare Programs") to the extent applicable generally to other peer executives of Employer and its affiliated companies at the same after-tax cost to Employee as if Employee was employed by Employer, but in no event shall such Employer Welfare Programs provide Employee with benefits that are less favorable, in the aggregate, than the most favorable of such Employer Welfare Programs in effect for Employee at any time during the 120-day period immediately preceding the date of such termination; provided, however if Employer is unable to provide Employee and/or, if applicable, any of Employee's dependents, with any benefits to which Employee or such dependent is entitled pursuant to the terms of this Section 13(b)(iii) under any of the Employer Welfare Programs, Employer shall at its cost provide such benefit at a level no less favorable to Executive than would have been provided under the Employer Welfare Programs under another plan or arrangement, including an individual policy purchased by Employer for Employee or such dependent(s). Employee agrees that if any benefit to be provided under the Employer Welfare Programs is subject to the provisions of Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), Employee shall make a timely COBRA election to continue such benefit under COBRA during the applicable COBRA continuation period and Employer shall reimburse Employee for the amount of the COBRA premiums, if any, required to be paid by Employee for such coverage.

(c) Employee will be given sufficient time and opportunity to elect whether to exercise all or any of Employee's vested options to purchase Employer Common Stock, including any options with accelerated vesting under the provisions of Employer's 1997 Stock Option Plan, or any other Employer stock incentive plan, such that Employee may convert the options to shares of Employer Common Stock at or prior to the closing of the transaction giving rise to the Change in Control, if Employee so desires.

(d) In the event that a successor in a pending Change in Control gives notice pursuant to Paragraph 13(b) that it will assume Employer's obligations under this Agreement and at the time of or within twelve (12) months following such Change in Control Employee either (i) terminates this Agreement for good reason (as defined in Paragraph 6(c) of this Agreement) or (ii) is terminated by

Employer other than for good cause (as defined in Paragraph 6(c) of this Agreement), then effective as of the date of such termination, (A) the noncompetition provisions of Paragraph 4 shall no longer apply, (B) Employee shall receive from Employer, in a lump-sum payment due on the effective date of such termination, an amount equal to three times the sum of (1) the Employee's annual Base Salary and (2) the higher of (x) the highest annual bonus paid to Employee under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof, for the past three fiscal years and (y) the Employee's annual bonus paid or payable, including any bonus or portion thereof which has been earned but deferred, under the Company's Annual Incentive Plan in effect on the date hereof or a direct predecessor thereto or replacement thereof (and annualized for any fiscal year during which the Employee was employed for less than 12 full months), for the most recently completed or current fiscal year during the Term and (C) until the third anniversary of the effective date of such termination, Employee and, if applicable, Employee's dependents shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Employer and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) (collectively, "Employer Welfare Programs") to the extent applicable generally to other peer executives of Employer and its affiliated companies at the same after-tax cost to Employee as if Employee was employed by Employer, but in no event shall such Employer Welfare Programs provide Employee with benefits that are less favorable, in the aggregate, than the most favorable of such Employer Welfare Programs in effect for Employee at any time during the 120-day period immediately preceding the date of such termination; provided, however if Employer is unable to provide Employee and/or, if applicable, any of Employee's dependents, with any benefits to which Employee or such dependent is entitled pursuant to the terms of this Section 13(b)(iii) under any of the Employer Welfare Programs, Employer shall at its cost provide such benefit at a level no less favorable to Executive than would have been provided under the Employer Welfare Programs under another plan or arrangement, including an individual policy purchased by Employer for Employee or such dependent(s). Employee agrees that if any benefit to be provided under the Employer Welfare Programs is subject to the provisions of Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), Employee shall make a timely COBRA election to continue such benefit under COBRA during the applicable COBRA continuation period and Employer shall reimburse Employee for the amount of the COBRA premiums, if any, required to be paid by Employee for such coverage.

(e) A "Change in Control" shall be deemed to have occurred if:

(i) any person or entity, other than Employer or an employee benefit plan of Employer, acquires directly or indirectly the Beneficial Ownership (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended) of any voting security of Employer and immediately after such acquisition such person or entity is, directly or indirectly, the Beneficial Owner of voting securities representing 50% or more of the total voting power of all of the then-outstanding voting securities of Employer;

(ii) the following individuals no longer constitute a majority of the members of the Board: (A) the individuals who, as of the date hereof, constitute the Board (the "Current Directors"); (B) the individuals who thereafter are elected to the Board and whose election, or nomination of election, to the to the Board was approved by a vote of at least two-thirds (2/3) of the Current Directors then still in office (such directors becoming "Additional Current Directors" immediately following their election); and (C) the individuals who are elected to the Board and whose election, or nomination for election, to the Board was approved by a vote of at least two-thirds (2/3) of the Current Directors and Additional Current Directors then still in office (such directors also becoming "Additional Current Directors" immediately following their election); or

(iii) the stockholders of Employer shall approve an agreement for the sale or disposition by Employer of all or a substantial portion of Employer's assets (i.e., 50% or more of the total assets of Employer).

(f) Intentionally left blank.

(g) Employee shall be reimbursed by Employer or its successor for all excise taxes that Employee incurs under Section 4999 of the Internal Revenue Code of 1986, as amended, as a result of any Change in Control, such amount determined by Employer or by an accounting firm chosen by Employer. In addition, Employee shall be reimbursed by Employer or its successor for all federal, state and local income taxes and additional excise taxes attributable to the payment pursuant to the preceding sentence and the payment pursuant to this sentence. The amounts, as determined and described in the preceding sentences of this paragraph (g) will be due and payable by Employer or its successor within ten (10) days after Employee delivers a written request for reimbursement accompanied by a copy of Employee's tax return(s) as filed reflecting the excise tax paid by Employee; provided however, if Employee's tax return reflects an excise tax amount that is less than the amount determined by the Employer or its accounting firm pursuant to this paragraph (g), the Employer shall be required to reimburse Employee in an amount equal to such lesser amount. In addition, if at any time the Employee receives a refund from all the Internal Revenue Service of all or any portion of the amount of the excise tax or federal, state or local income taxes described in this paragraph (g) that were paid to Employee by Employer, Employee shall pay Employer the amount of the refund with in ten (10) days of Employee's receipt of such refund. The amount reimbursed by Employer hereunder shall not be subject to offset or reduction for any amount owed or claimed to be owed to Employer or its successor by Employee. If not paid within ten (10) days from date of demand, the amount due under this subsection shall bear interest at the maximum non-usurious rate allowed by law from the date of demand to the date of payment.

14. Complete Agreement.

This Agreement is not a promise of future employment. This Agreement, together with that

certain Employment Agreement between Employer and Employee dated March 13, 2002 (the "Change in Control Agreement" and together with this Agreement, the "Employment Documents") supersede any other agreements or understandings, written or oral, between Employer and Employee, and Employee has no oral representations, understandings or agreements with Employer or any of its officers, directors or representatives covering the same subject matter as the Employment Documents. The Employment Documents are the final, complete and exclusive statement and expression of the agreement between Employer and Employee, and the Employment Documents cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a written instrument signed by a duly authorized officer of Employer and Employee, and no term of this Agreement may be waived except by a written instrument signed by the party waiving the benefit of such term. To the extent that the Change in Control Agreement conflicts with this Agreement, the terms of the Change in Control Agreement shall control.

15. No Offset.

Severance payment(s) made pursuant to this Agreement are not subject to offset or reduction for any amount owed, or claimed to be owed, to Employer or its successor by Employee.

16. Notice.

Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To Employer:
Quanta Services, Inc.
1360 Post Oak Boulevard, Suite 2100
Houston, Texas 77056
Attention: General Counsel

To Employee:
Luke T. Spalj
99 North Post Oak Lane, #2203
Houston, Texas 77024

All notices, requests, consents, and other communications under this Agreement will be in writing and will be delivered by hand, by nationally recognized overnight courier service, by postage prepaid first class certified or registered mail, return receipt requested, or by facsimile with receipt confirmed. Notices provided in accordance with this Section 16 will be deemed delivered upon (a) personal delivery; (b) one (1) Business Day after delivery to a nationally recognized overnight courier service; (c) three (3) Business Days after deposit in the mail; or (d) confirmation of facsimile delivery. Either party may change the address for notice by notifying the other party of such change in accordance with this paragraph.

17. Severability, Headings.

If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of the Agreement or of any part hereof.

18. Arbitration.

Any unresolved dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a panel of three (3) arbitrators in Houston, Texas, in accordance with the National Rules of the American Arbitration Association for the Resolution of Employment Disputes in effect on the date of the event giving rise to the claim or the controversy. The arbitrators shall not have the authority to add to, detract from or modify any provision hereof nor to award punitive damages to any injured party. The arbitrators shall have the authority to order back-pay, severance compensation, vesting of options (or cash compensation in lieu of vesting of options), reimbursement of costs (including reasonable attorneys' fees), including those incurred to enforce this Agreement, and interest thereon in the event the arbitrators determine that Employee was terminated without disability or good cause, as defined in Paragraphs 6(b) and 6(c) hereof, respectively, or that Employer has otherwise materially breached this Agreement. A decision by a majority of the arbitration panel shall be final and binding. Judgment may be entered on the arbitrators' award in any court having jurisdiction. The direct expense of any arbitration proceeding shall be borne by Employer.

19. Governing Law.

This Agreement shall in all respects be construed according to the laws of the State of Texas.

20. Counterparts.

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER: QUANTA SERVICES, INC.	EMPLOYEE: LUKE T. SPALJ
By: /s/ JOHN R. COLSON	By: /s/ LUKE T. SPALJ
John R. Colson, CEO	Luke T. Spalj, Individually

EXHIBIT 31.1

I, John R. Colson, certify that:

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

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

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

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

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

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

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

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

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

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

Date: August 13, 2003

By: /s/ JOHN R. COLSON
John R. Colson,
Chairman and Chief Executive Officer

EXHIBIT 31.2

I, James H. Haddox, certify that:

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

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

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

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

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

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

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

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

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

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

Date: August 13, 2003

By: /s/ JAMES H. HADDOX
James H. Haddox,
Chief Financial Officer

Exhibit 32.1

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

I, John R. Colson, as Chief Executive Officer of Quanta Services, Inc. (the "Company") certify, pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the accompanying Form 10-Q report for the period ending June 30, 2003 as filed with the U.S. Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

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

Dated: August 13, 2003

/s/ JOHN R. COLSON

John R. Colson,
Chief Executive Officer
of the Company

Exhibit 32.2

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

I, James H. Haddox, as Chief Financial Officer of Quanta Services, Inc. (the "Company") certify, pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the accompanying Form 10-Q report for the period ending June 30, 2003 as filed with the U.S. Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

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

Dated: August 13, 2003

/s/ JAMES H. HADDOX

James H. Haddox,
Chief Financial Officer
of the Company