



Exhibit No. -----	Exhibit -----
4.1	Amendment No. 3 to Note Purchase Agreement dated as of March 1, 2000 between Quanta Services, Inc. and the Purchasers named therein
10.1	Tenth Amendment and Consent to Third Amended and Restated Secured Credit Agreement

SIGNATURE

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

Dated: October 2, 2003

QUANTA SERVICES, INC.

By: /s/ DANA A. GORDON

-----  
Name: Dana A. Gordon  
Title: Vice President - General Counsel

Exhibit Index

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4.1	Amendment No. 3 to Note Purchase Agreement dated as of March 1, 2000 between Quanta Services, Inc. and the Purchasers named therein
10.1	Tenth Amendment and Consent to Third Amended and Restated Secured Credit Agreement

## AMENDMENT NO. 3 TO NOTE PURCHASE AGREEMENT

This AMENDMENT NO. 3 TO NOTE PURCHASE AGREEMENT (this "AMENDMENT"), dated as of September 30, 2003, is made by and among each of QUANTA SERVICES, INC., a Delaware corporation (the "COMPANY") and each of the institutions listed on Annex 1 hereto (such institutions being collectively referred to as the "NOTEHOLDERS").

## BACKGROUND

1. The Company and certain of the Noteholders are parties to that certain Note Purchase Agreement (the "ORIGINAL NOTE PURCHASE AGREEMENT"), dated as of March 1, 2000, that provides, among other things, for the sale by the Company and the purchase by certain of the Noteholders of up to (a) Seventy-Three Million Dollars (\$73,000,000) in aggregate principal amount of the Company's 8.46% Series 2000-A Senior Secured Notes, Tranche 1, due March 1, 2005 (the "SERIES A-1 NOTES"), (b) Forty-One Million Five Hundred Thousand Dollars (\$41,500,000) in aggregate principal amount of the Company's 8.55% Series 2000-A Senior Secured Notes, Tranche 2, due March 1, 2007 (the "SERIES A-2 NOTES") and (c) Thirty-Five Million Five Hundred Thousand Dollars (\$35,500,000) in aggregate principal amount of the Company's 8.61% Series 2000-A Senior Secured Notes, Tranche 3, due March 1, 2010 (the "SERIES A-3 NOTES" and, collectively with the Series A-1 Notes and the Series A-2 Notes, the "SERIES A NOTES"). All of the Series A Notes are currently outstanding.

2. The Original Note Purchase Agreement has been supplemented in certain respects pursuant to a First Supplement to Note Purchase Agreement (the "FIRST SUPPLEMENT" and, together with the Original Note Purchase Agreement, the "SUPPLEMENTED NOTE PURCHASE AGREEMENT"), dated as of September 1, 2000, by and among the Company and certain of the Noteholders, that provides, among other things, for the sale by the Company and the purchase by certain of the Noteholders of up to (a) Thirty Million Dollars (\$30,000,000) in aggregate principal amount of the Company's 8.01% Series 2000-B Senior Secured Notes, Tranche 1, due September 1, 2005 (the "SERIES B-1 NOTES"), (b) Five Million Dollars (\$5,000,000) in aggregate principal amount of the Company's 8.06% Series 2000-B Senior Secured Notes, Tranche 2, due September 1, 2006 (the "SERIES B-2 NOTES") and (c) Twenty-Five Million Dollars (\$25,000,000) in aggregate principal amount of the Company's 8.29% Series 2000-B Senior Secured Notes, Tranche 3, due September 1, 2010 (the "SERIES B-3 NOTES" and, collectively with the Series B-1 Notes and the Series B-2 Notes, the "SERIES B NOTES" and the Series B Notes, together with the Series A Notes, the "NOTES"). All of the Series B Notes are currently outstanding.

3. The Supplemented Note Purchase Agreement and the Notes were amended in certain respects pursuant to Amendment No. 1 to Note Purchase Agreement, dated as of August 12, 2002 ("AMENDMENT NO. 1") and Amendment No. 2 to Note Purchase Agreement, dated as of December 20, 2002 ("AMENDMENT NO. 2", and the Supplemented Note Purchase Agreement as amended by Amendment No. 1 and Amendment No. 2, the "EXISTING NOTE PURCHASE AGREEMENT").

4. The Company and the Noteholders wish to amend the Existing Note Purchase Agreement.

NOW, THEREFORE, in order to induce the Noteholders to amend the Existing Note Purchase Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Company agrees with the Noteholders as follows:

## SECTION 1. DEFINED TERMS.

All capitalized terms used, but not specifically defined, in this Amendment have the respective meanings ascribed to them in the Existing Note Purchase Agreement.

## SECTION 2. WARRANTIES AND REPRESENTATIONS.

The Company warrants and represents to each Noteholder that as of the date of this Amendment and as of the Third Amendment Effective Date (as defined in Section 3):

2.1 CORPORATE ORGANIZATION AND AUTHORITY. The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified as a foreign corporation and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the corporate power and authority to transact the business it transacts and proposes to transact, to execute and deliver this Amendment and to perform the provisions hereof.

2.2 NO MATERIAL ADVERSE CHANGE. Since December 31, 2002, except as disclosed herein, in the Tenth Amendment to the Third Amended and Restated Credit Agreement or in one or more reports filed with the Securities and Exchange Commission, there has been no change in the business, operations, affairs, financial condition, assets or properties of the Company except for

(a) changes in general, economic, market and industry conditions that are generally applicable to the Company and all other Persons that are in the same or similar businesses as the Company and are similarly situated, and

(b) changes in the ordinary course of business,

that in the aggregate for all such changes, could not reasonably be expected to have a Material Adverse Effect.

2.3 FULL DISCLOSURE. Each written statement and all written materials furnished by, or on behalf of, the Company to the Noteholders pursuant to Sections 7.1 and 7.2 of the Existing Note Purchase Agreement, taken as a whole, and each written statement and all written materials furnished by, or on behalf of, the Company to the Noteholders in connection with this Amendment, taken as a whole, do not contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained therein not misleading in light of the circumstances

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under which they were made. There is no fact known to the Company which the Company has not disclosed to the Noteholders in writing which could reasonably be expected to have a Material Adverse Effect.

2.4 TRANSACTION IS LEGAL AND AUTHORIZED. The execution and delivery of this Amendment by the Company, the consummation of each of the transactions contemplated by this Amendment and the compliance by the Company with all the provisions of this Amendment:

(a) are within the corporate powers of the Company;

(b) are in compliance with applicable law;

(c) do not conflict with, result in any breach in any of the provisions of, constitute a default under, or result in the creation of any Lien upon any property of the Company under the provisions of, any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to the Company;

(d) do not conflict with, result in any breach of any of the provisions of, constitute a default under, or result in the creation of any Lien not permitted by Section 10.5 of the Existing Note Purchase Agreement upon any property of the Company under the provisions of, any charter instrument, bylaw or other constitutive document or instrument to which it is a party or by which it or any of its property is bound; and

(e) do not in any material respect conflict with, result in any breach of any of the provisions of, constitute a default under, or result in the creation of any Lien not permitted by Section 10.5 of the Existing Note Purchase Agreement upon any property of the Company under the provisions of, any contract, agreement or indenture binding upon the Company or its property.

2.5 AMENDMENT IS ENFORCEABLE. This Amendment is a legal, valid and binding and enforceable obligation of the Company, enforceable against the Company in accordance with its terms, except as the enforceability hereof may be limited by applicable bankruptcy, reorganization, arrangement, insolvency, moratorium or other similar laws affecting the enforceability of creditors' rights generally and the application of general equitable principles.

2.6 NO DEFAULTS. The Company is not in violation in any respect of any term in any agreement or other instrument to which it is a party or by which it or any of its property may be bound, except for such violations that, in the aggregate for all such violations, could not reasonably be expected to have a Material Adverse Effect.

2.7 PENDING LITIGATION.

(a) There are no proceedings, actions or investigations pending, or to the knowledge of the Company, threatened against or affecting the Company in any court or before any Governmental Authority or arbitration board or tribunal that, in the aggregate

for all such proceedings, actions and investigations, could reasonably be expected to have a Material Adverse Effect.

(b) The Company is not in default with respect to any judgment, order, writ, injunction or decree of any court, Governmental Authority, arbitration board or tribunal that, in the aggregate for all such defaults, could reasonably be expected to have a Material Adverse Effect.

2.8 COMPLIANCE WITH LAW. The Company is not in violation of any law, ordinance, governmental rule or regulation to which it is subject, except for such violations that, in the aggregate for all such violations, could not reasonably be expected to have a Material Adverse Effect.

2.9 NO DEFAULTS. After giving effect to this Amendment, no Default or Event of Default will exist.

### SECTION 3. CONDITIONS PRECEDENT.

This Amendment shall have no effect until all of the following conditions precedent shall have been fulfilled (such time of effectiveness being herein referred to as THE "THIRD AMENDMENT EFFECTIVE DATE"):

(a) WARRANTIES AND REPRESENTATIONS TRUE. After giving effect to this Amendment, the warranties and representations set forth in the Existing Note Purchase Agreement and in Section 2 to this Amendment shall be true in all material respects (unless specifically limited to an earlier date, in which case, such representations and warranties were true as of such date).

(b) NO PROHIBITED ACTION. No Default or Event of Default shall exist after giving effect to the consummation of the transactions contemplated by this Amendment.

(c) CONSENT OF NOTEHOLDERS. The Company and the Required Holders shall have executed this Amendment.

(d) PAYMENT OF NOTEHOLDER FEES AND EXPENSES. The Company shall have paid all fees and expenses of the Noteholders incurred in connection with this Amendment for which invoices have been delivered, including the fees and expenses of Bingham McCutchen LLP.

(e) OFFICERS' CERTIFICATE. Each Noteholder shall have received a written certificate signed by an officer of the Company acceptable to the Required Holders as to (i) the absence of any action, suit, investigation or proceeding pending or, to the knowledge of the Company, threatened in any court or before any arbitrator or governmental authority that could reasonably be expected to materially and adversely affect (A) the financial condition of the Company and its Subsidiaries, taken as a whole, or (B) the ability of the Company and its Subsidiaries to perform their respective obligations under the Existing Note Purchase Agreement, the Notes or the Security

Documents, as amended by this Amendment, (ii) the absence of any breach of any representation or warranty of the Company set out in the Existing Note Purchase Agreement, the Notes or the Security Documents, and (iii) the absence of any Default or Event of Default, after giving effect to this Amendment.

(f) AMENDMENT OF BANK CREDIT AGREEMENT. A Tenth Amendment to the Third Amended and Restated Secured Credit Agreement among the Company, as Borrower, the Financial Institutions party thereto, as Lenders, Bank of America, N.A., as Administrative Agent, and the other agents named therein (as amended, the "BANK CREDIT AGREEMENT") shall have been entered into by the Company and the Majority Lenders (as such term is defined in the Bank Credit Agreement), shall contain terms reasonably satisfactory to the Noteholders, and shall be in full force and effect, subject only to the effectiveness of this Amendment.

(g) GUARANTORS' CONSENT. The Guarantors shall have executed and delivered the Consent attached hereto as Attachment A.

(h) PROCEEDINGS SATISFACTORY. All proceedings taken in connection with the execution and delivery of this Amendment and the transactions contemplated hereby shall be reasonably satisfactory to the Noteholders and their special counsel.

### SECTION 4. AMENDMENTS TO EXISTING NOTE PURCHASE AGREEMENT.

4.1 Section 7.2(a) is hereby amended and restated in its entirety to

read as follows:

"(a) COVENANT COMPLIANCE -- the information (including detailed calculations) required in order to establish whether the Company was in compliance with the requirements of Section 10.1 through Section 10.4, Section 10.5(1), Section 10.7, Section 10.11, Section 10.12, Section 10.15 and Section 10.16 hereof, inclusive, during the quarterly or annual period covered by the statements then being furnished (including with respect to each such Section, where applicable, the calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Sections, and the calculation of the amount, ratio or percentage then in existence, including, without limitation, a reasonably detailed calculation of Consolidated Proforma Operating Cash Flow for such Period); provided, however, that the date by which such certificate and any such information is to be delivered, in connection with the fiscal period ending September 30, 2003, shall be extended to January 2, 2004; and"

4.2 Section 10.14 is hereby amended by adding a new clause (iv), and restated to read in its entirety as follows:

"10.14. LIMITATION ON RESTRICTED PAYMENTS. The Company shall make no Restricted Payment prior to September 21, 2005 other than (i) cash dividends in respect of the Company's preferred stock not to exceed \$1,000,000 during any fiscal year of the Company, (ii) if the Company has declared a stock split in respect of its common stock, cash distributions in lieu of

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issuing fractional shares of capital stock which would otherwise result from a stock split, (iii) repurchases of common stock of the Company from officers, directors, and employees pursuant to the Company's Stock Option Plan or Stock Compensation Program to pay withholdings in respect of taxes owed by recipients as a result of grants of stock options and stock compensation thereunder so long as the Company's performance of its obligations under such Stock Option Plan or Stock Compensation Program cannot reasonably be expected to have a material negative impact on projected cash flows, and (iv) payments made in connection with repurchases of its common stock and share repurchase and/or share derivative transactions, in each case made in connection with the issuance of the 2003 Convertible Subordinated Notes, provided that, (A) all such payments are made substantially contemporaneously with the issuance of the 2003 Convertible Subordinated Notes, (B) no such payment is made to an officer, director or Affiliate (including, without imitation, First Reserve) of the Company, (C) no Default or Event of Default (which has not been waived) exists at the time of each such payment or would exist as a result thereof, (D) the gross proceeds of the Initial 2003 Convertible Subordinated Notes (as such term is defined below) are at least \$100,000,000, (E) if the gross proceeds of the 2003 Convertible Subordinated Notes are at least \$100,000,000 but less than \$125,000,000, the aggregate amount of all such payments does not exceed \$15,000,000, and (F) if the gross proceeds of the 2003 Convertible Subordinated Notes are \$125,000,000 or more, then the aggregate amount of all such payments does not exceed an amount equal to the applicable percentage of the gross proceeds of the 2003 Convertible Subordinated Notes set forth in the table below opposite such level of proceeds:

<Table> <Caption>	
GROSS PROCEEDS LEVEL -----	PERCENTAGE -----
<S>	
At least \$125,000,000, but Less than \$150,000,000	<C> 15%
At least \$150,000,000, but less than \$175,000,000	20%
\$175,000,000 and above	25%
</Table>	

The amount of payments permitted pursuant to the foregoing clauses (E) and (F) shall be deemed to include the \$15,000,000 which the Company is permitted to retain from net offering proceeds in accordance with Section 8.8(e).

Notwithstanding the foregoing, if the Company issues additional 2003 Convertible Subordinated Notes ("Additional 2003 Convertible Subordinated Notes") after the closing of the sale of the first 2003 Convertible Subordinated Notes to be sold ("Initial 2003 Convertible Subordinated Notes"), then (x) the Company shall not be permitted to retain any amounts from the proceeds of the Additional 2003 Convertible Subordinated Notes that it might otherwise be entitled to retain pursuant to Section 8.8(e), and (y) if the sale of the Additional 2003 Convertible Subordinated Notes causes the gross proceeds of the 2003 Convertible

Subordinated Notes to increase to a higher "gross proceeds level" in the table above, the percentage in such table applicable to such higher "gross proceeds level" shall apply only with respect to proceeds within such higher "gross proceeds level" and not to any other proceeds of the 2003 Convertible Subordinated Notes. For example, if the proceeds of the Initial 2003 Convertible Subordinated Notes are \$150,000,000

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and the proceeds of the Additional 2003 Convertible Subordinated Notes are \$30,000,000, then the 20% from the table above would apply to the proceeds of the Initial 2003 Convertible Subordinated Notes and \$24,999,999 of the proceeds of the Additional 2003 Convertible Subordinated Notes, and the 25% from the table above would apply to the remaining proceeds of the Additional 2003 Convertible Subordinated Notes."

4.3 Section 10.16 of the Existing Note Purchase Agreement is hereby amended by deleting the present subsections (f) and (g) and adding the following

"(f) Convertible Subordinated Notes (as such term is defined in the Bank Credit Agreement as in effect on the Second Amendment Effective Date) in an aggregate principal amount of up to \$172,500,000;

(g) Debt not to exceed \$250,000,000 at any time outstanding issued under the 2003 Note Purchase Agreement, including without limitation, the 2003 Convertible Subordinated Notes; provided that, such Debt and any related obligations are unsecured and subordinated upon terms not less favorable to the Noteholders than the terms of the Convertible Subordinated Notes (as such term is defined in the Bank Credit Agreement as in effect on the Third Amendment Effective Date), have a maturity date of not earlier than October 1, 2010 and are otherwise on terms reasonably satisfactory to the Required Holders, and provided further that all net cash proceeds from the issuance of such Debt are applied in accordance with Section 8.8(e); and

(h) other Debt not included within subsections (a) through (g) above, provided that such Debt shall not exceed, at any one time outstanding, an amount equal to 8.5% of Consolidated Net Worth as of the end of the immediately preceding fiscal quarter (without taking into account adjustments to the determination of Consolidated Net Worth in accordance with SFAS 142 in accordance with GAAP)."

4.4 A subsection (m) is added at the end of Section 11 as follows:

"(m) an event of default shall occur and be continuing under (i) the Subordinated Indenture, the First Supplemental Indenture, the Convertible Subordinated Notes, (as such terms are defined in the Bank Credit Agreement as in effect on the Third Amendment Effective Date) or any other document evidencing Debt under such Subordinated Indenture, First Supplemental Indenture or Convertible Subordinated Notes, or (ii) the 2003 Note Purchase Agreement or the 2003 Convertible Subordinated Notes, or any other document evidencing Debt under the 2003 Note Purchase Agreement or the 2003 Convertible Subordinated Notes."

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4.5 Schedule B of the Existing Note Purchase Agreement is hereby amended by adding the following definitions to read in their entirety as follows:

"AMENDMENT NO. 3" means that certain Amendment No. 3 to this Note Purchase Agreement, dated as of September 30, 2003.

"THIRD AMENDMENT EFFECTIVE DATE" means September 30, 2003.

"FUNDED DEBT" means, as of any date of determination, the sum, without duplication, of the following for the Company and its Subsidiaries: (i) Debt for borrowed money, all obligations evidenced by bonds, debentures, notes or similar instruments, and purchase money obligations which in accordance with GAAP would be shown on the consolidated balance sheet of the Company as a liability, (ii) all LC Obligations (as such term is defined in the Bank Credit Agreement), and all reimbursement obligations relative to the face amount of all other letters of credit issued for the account of the Company or any of its Subsidiaries, and (iii) all Capital Lease Obligations; provided that, for purposes of calculating the ratio of Funded Debt to EBITDA, the ratio of Senior Debt to EBITDA and the Minimum Asset Coverage Ratio for purposes of determining compliance with Sections 10.2, 10.11 and

Section 10.12, such sum shall be reduced by the amount of cash proceeds from the issuance of the 2003 Convertible Subordinated Notes to the extent such proceeds are being held as cash Collateral for the loans and letter of credit obligations outstanding under the Bank Credit Agreement.

"2003 CONVERTIBLE SUBORDINATED NOTES" means the notes, guarantees, and all other obligations now or hereafter arising under, or in connection with, the 2003 Note Purchase Agreement.

"2003 NOTE PURCHASE AGREEMENT" means that certain Note Purchase Agreement dated on or about October 1, 2003, by and among the Company, as issuer, and the purchasers named therein, as initial purchasers of the 2003 Convertible Subordinated Notes, as the same may be amended, restated or supplemented from time to time.

#### SECTION 5. TEMPORARY WAIVER

Subject to the covenants, terms and conditions set forth in this Amendment, and in reliance upon the representations and warranties of the Company made herein, the Noteholders hereby waive any Default or Event of Default arising out of the Company's failure to comply with (a) the required Minimum Interest Coverage Ratio set forth in Section 10.4 at the end of the fiscal quarter ending on September 30, 2003, (b) the required Funded Debt to EBITDA ratio set forth in Section 10.2 at the end of the fiscal quarter ending on September 30, 2003, and (c) the required Senior Debt to EBITDA ratio set forth in Section 10.11 at the end of the fiscal quarter ending on September 30, 2003; provided that, all such waivers shall terminate and become null and void on January 2, 2004, at which time the Company's obligations to comply with the requirements set forth in such sections with respect to the fiscal quarter ending on September 30, 2003 shall be valid, binding and enforceable, and any non-compliance by the Borrower with any such requirements shall thereupon result in an immediate Event of Default with no notice or cure period. The temporary waivers set forth in this Amendment are limited to the extent specifically set forth in this Section 5, and no other terms, covenants or provisions hereof are intended to be waived hereby.

#### SECTION 6. EFFECT OF AMENDMENT.

Except as expressly provided in this Amendment, the Existing Note Purchase Agreement shall remain in full force and effect, without modification or amendment. This Amendment shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties hereto and the holders from time to time of the Notes.

#### SECTION 7. DUPLICATE ORIGINALS; EXECUTION IN COUNTERPART.

Two or more duplicate originals of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed in one or more counterparts and shall be effective when at least one counterpart shall have been executed by the Company and each of the Noteholders (subject to Section 3 hereof) each as a party to this Amendment, and each set of counterparts which, collectively, show execution by each such party to this Amendment shall constitute one duplicate original.

#### SECTION 8. GOVERNING LAW.

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, NEW YORK LAW WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

#### SECTION 9. RELEASE.

(a) The Company and each Guarantor hereby unconditionally and irrevocably remises, acquits, and fully and forever releases and discharges the Noteholders and all respective affiliates and subsidiaries of the Noteholders, their respective officers, servants, employees, agents, attorneys, financial advisors, principals, directors and shareholders, and their respective heirs, legal representatives, successors and assigns (collectively, the "RELEASED LENDER PARTIES") from any and all claims, demands, causes of action, obligations, remedies, suits, damages and liabilities (collectively, the "BORROWER CLAIMS") of any nature whatsoever, whether now known, suspected or claimed, whether arising under common law, in equity or under statute, which the Company or any Guarantor ever had or now has against the



Released Lender Parties which may have arisen at any time on or prior to the date of this Amendment and which were in any manner related to any of the Existing Note Purchase Agreement, the Notes or the Security Documents or the enforcement or attempted enforcement by the Noteholders of rights, remedies or recourses related thereto.

(b) The Company and each Guarantor covenants and agrees never to commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against any of the Released Lender Parties any action or other proceeding based upon any of the Borrower Claims which may have arisen at any time on or prior to the date of this Amendment and were in any manner related to any of the Existing Note Purchase Agreement, the Notes or the Security Documents.

(c) The agreements of the Company and each Guarantor set forth in this Section 9 shall survive termination of this Amendment, the Existing Note Purchase Agreement, the Notes and the Security Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]

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IN WITNESS WHEREOF, the Company and the Noteholders have executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

By: David L. Babson and Company  
Incorporated, as Investment Advisor

By: /s/ KATHLEEN LYNCH

-----  
Name: Kathleen Lynch  
Title: Managing Director

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

C.M. LIFE INSURANCE COMPANY

By: David L. Babson and Company  
Incorporated, as Investment Advisor

By: /s/ KATHLEEN LYNCH

-----  
Name: Kathleen Lynch  
Title: Managing Director

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

UNITED OF OMAHA LIFE INSURANCE COMPANY

By: /s/ EDWIN H. GARRISON, JR.  
-----  
Name: Edwin H. Garrison, Jr.  
Title: First Vice President

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

COMPANION LIFE INSURANCE COMPANY

By: /s/ EDWIN H. GARRISON, JR.  
-----  
Name: Edwin H. Garrison, Jr.  
Title: Authorized Representative

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

By: New York Life Insurance Company

By: /s/ A. POST HOWLAND  
-----  
Name: A. Post Howland  
Title: Director

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

MINNESOTA LIFE INSURANCE COMPANY

By: Advantus Capital Management, Inc.

By: /s/ E.A. BERGSLAND

-----  
Name: E.A. Bergsland  
Title: Vice President

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

AMERICAN FIDELITY ASSURANCE COMPANY

By: Advantus Capital Management, Inc.

By: /s/ E.A. BERGSLAND

-----  
Name: E.A. Bergsland  
Title: Vice President

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

MTL INSURANCE COMPANY

By: Advantus Capital Management, Inc.

By: /s/ E.A. BERGSLAND

-----  
Name: E. A. Bergsland  
Title: Vice President

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this  
Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

UNITY MUTUAL LIFE INSURANCE COMPANY - ANNUITY PORTFOLIO

By: Advantus Capital Management, Inc.

By: /s/ E.A. BERGSLAND  
-----  
Name: E.A. Bergsland  
Title: Vice President

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this  
Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

PROTECTIVE LIFE INSURANCE COMPANY

By: /s/ PHILIP E. PASSARIME  
-----  
Name: Philip E. Passarime  
Title: V.P. Investments

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this  
Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

ALLSTATE LIFE INSURANCE COMPANY

By: /s/ ROBERT B. BODETT

-----  
Name: Robert B. Bodett  
Title:

By: /s/ JUDITH P. GREFFIN

-----  
Name: Judith P. Greffin  
Title:

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this  
Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

AMERICAN HERITAGE LIFE INSURANCE COMPANY

By: /s/ ROBERT B. BODETT

-----  
Name: Robert B. Bodett  
Title:

By: /s/ JUDITH P. GREFFIN

-----  
Name: Judith P. Greffin  
Title:

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this  
Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

THE TRAVELERS INSURANCE COMPANY, FOR ITSELF  
AND TWO OF ITS SEPARATE ACCOUNTS

By: /s/ ROBERT M. MILLS

-----  
Name: Robert M. Mills  
Title: Investment Officer

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY

By: /s/ CAROL ROBERTSON  
-----  
Name: Carol Robertson  
Title: Senior Portfolio Manager

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

By: Provident Investment Management, LLC, its Agent

By: /s/ BEN VANCE  
-----  
Name: Ben Vance  
Title: Assistant Vice President

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

UNUM LIFE INSURANCE COMPANY OF AMERICA

By: Provident Investment Management, LLC, its Agent

By: /s/ BEN VANCE

-----  
Name: Ben Vance  
Title: Assistant Vice President

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this  
Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

THRIVENT FINANCIAL FOR LUTHERANS (FORMERLY AID ASSOCIATION FOR LUTHERANS AND  
SUCCESSOR BY MERGER TO LUTHERAN BROTHERHOOD)

By: /s/ GLEN J. VANIC  
-----  
Name: Glen J. Vanic  
Title: Portfolio Manager

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this  
Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

PHOENIX LIFE INSURANCE COMPANY

By: /s/ CHRISTOPHER M. WILKOS  
-----  
Name: Christopher M. Wilkos  
Title: Senior Vice President

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this  
Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX  
-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: /s/ JAMES G. LOWERY

-----  
Name: James G. Lowery  
Title: Assistant Vice President Investments

By: /s/ WAYNE T. HOFFMANN

-----  
Name: Wayne T. Hoffmann  
Title: Senior Vice President Investments

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this  
Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

MODERN WOODMEN OF AMERICA

By: /s/ MICHAEL E. DAU

-----  
Name: Michael E. Dau  
Title: Manager, Securities Division

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have executed this  
Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

AMERICAN UNITED LIFE INSURANCE COMPANY

By: /s/ KENT R. ADAMS

-----  
Name: Kent R. Adams  
Title: Vice President Fixed Income Investments

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have  
executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer



ACCEPTED AND AGREED TO:

PIONEER MUTUAL LIFE INSURANCE COMPANY

By Its Agent: American United Life Insurance Company

By: /s/ KENT ADAMS

-----  
Name: Kent Adams  
Title: V.P.

[Signature Page to Amendment No. 3 to Note Purchase Agreement]

IN WITNESS WHEREOF, the Company and the Noteholders have  
executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

THE STATE LIFE INSURANCE COMPANY

By Its Agent: American United Life Insurance Company

By: /s/ KENT ADAMS

-----  
Name: Kent Adams  
Title: V.P.

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have  
executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

By: /s/ THOMAS M. DONOHUE

-----  
Name: Thomas M. Donohue  
Title: Managing Director

Signature Page to Amendment No. 3 to Note Purchase Agreement

IN WITNESS WHEREOF, the Company and the Noteholders have  
executed this Amendment as of the date first above written.

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox

ACCEPTED AND AGREED TO:

SECURITY FINANCIAL LIFE INSURANCE CO.

By: /s/ KEVIN W. HAMMOND

-----  
Name: Kevin W. Hammond

Title: Vice President Chief Investment Officer

[Signature Page to Amendment No. 3 to Note Purchase Agreement]

ANNEX 1

Massachusetts Mutual Life Insurance Company  
c/o David L. Babson & Company Inc.  
1500 Main Street, Suite 2800  
Springfield, MA 01115

C.M. Life Insurance Company  
c/o David L. Babson & Company Inc.  
1500 Main Street, Suite 2800  
Springfield, MA 01115

United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, NE 68175

Companion Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, NE 68175

New York Life Insurance and Annuity Corporation  
51 Madison Avenue  
New York, NY 10010-1603

Minnesota Life Insurance Company  
400 Robert Street North  
St. Paul, MN 55101

American Fidelity Assurance Company  
400 Robert Street North  
St. Paul, MN 55101

MTL Insurance Company  
400 Robert Street North  
St. Paul, MN 55101

Unity Mutual Life Insurance Company - Annuity Portfolio  
400 Robert Street North  
St. Paul, MN 55101

Protective Life Insurance Company  
P.O. Box 2606  
Birmingham, AL 35202

Annex 1-1

Allstate Life Insurance Company  
3075 Sanders Road, Suite G3A  
Northbrook, IL 60062-7127

American Heritage Life Insurance Company  
3075 Sanders Road, Suite G3A  
Northbrook, IL 60062-7127

The Travelers Insurance Company, for itself and two of its Separate Accounts  
242 Trumbull Street  
P.O. Box 150449  
Hartford, CT 06115-0419

Southern Farm Bureau Life Insurance Company  
1401 Livingston Lane  
Jackson, MS 39213

Colonial Life & Accident Insurance Company

One Fountain Square  
Chattanooga, TN 37402

Unum Life Insurance Company of America  
One Fountain Square  
Chattanooga, TN 37402

Thrivent Financial for Lutherans  
625 Fourth Avenue South  
Minneapolis, MN 55415-1624

Phoenix Life Insurance Company  
56 Prospect Street  
Hartford, CT 06115-0480

Great-West Life & Annuity Insurance Company  
8515 East Orchard Road, 3rd Floor, Tower 2  
Englewood, CO 80111

Modern Woodmen of America  
1701 First Avenue  
Rock Island, IL 61201

American United Life Insurance Company  
One American Square  
Indianapolis, IN 46206

Annex 1-2

Pioneer Mutual Life Insurance Company  
One American Square  
Indianapolis, IN 46206

The State Life Insurance Company  
One American Square  
Indianapolis, IN 46206

The Guardian Life Insurance Company of America  
700 South Street  
Pittsfield, MA 01201

Security Financial Life Insurance Co.  
200 Centennial Mall North  
Lincoln, NE 68508

Annex 1-3

ATTACHMENT A

CONSENT OF GUARANTORS

The undersigned Guarantors, as party to the Guaranty Agreement dated as of March 1, 2000, hereby consent to the foregoing Amendment dated as of even date herewith, to which this consent is attached, and confirm that the Guaranty Agreement remains in full force and effect after giving effect thereto and represent and warrant that there is no defense, counterclaim or offset of any type or nature under the Guaranty Agreement.

Dated as of September 30, 2003

GUARANTORS:

ADVANCED TECHNOLOGIES AND INSTALLATION CORPORATION  
ALLTECK LINE CONTRACTORS (USA), INC.  
ARBY CONSTRUCTION, INC.  
AUSTIN TRENCHER, INC.  
BRADFORD BROTHERS, INC.  
CCLC, INC.  
COMMUNICATION MANPOWER, INC.  
CONTI COMMUNICATIONS, INC.  
CROCE ELECTRIC COMPANY, INC.  
CROWN FIBER COMMUNICATIONS, INC.  
DILLARD SMITH CONSTRUCTION COMPANY  
DRIFTWOOD ELECTRICAL CONTRACTORS, INC.  
ENVIRONMENTAL PROFESSIONAL ASSOCIATES, LIMITED  
FIVE POINTS CONSTRUCTION CO.  
GLOBAL ENERCOM MANAGEMENT, INC.

GOLDEN STATE UTILITY CO.  
H.L. CHAPMAN PIPELINE CONSTRUCTION, INC.  
HAINES CONSTRUCTION COMPANY  
INTERMOUNTAIN ELECTRIC, INC.  
IRBY CONSTRUCTION COMPANY  
LINE EQUIPMENT SALES CO., INC.  
MANUEL BROS., INC.  
MEARS GROUP, INC.  
MEJIA PERSONNEL SERVICES, INC.  
METRO UNDERGROUND SERVICES, INC.  
MUSTANG LINE CONTRACTORS, INC.  
NETWORK ELECTRIC COMPANY  
NORTH PACIFIC CONSTRUCTION CO., INC.  
NORTH SKY COMMUNICATIONS, INC.  
PAR ELECTRICAL CONTRACTORS, INC.  
PARKSIDE SITE & UTILITY COMPANY CORPORATION  
PARKSIDE UTILITY CONSTRUCTION CORP.  
P.D.G. ELECTRIC COMPANY  
POTELCO, INC.

Attachment A-4

PROFESSIONAL TELECONCEPTS, INC. (IL)  
PROFESSIONAL TELECONCEPTS, INC. (NY)  
PWR FINANCIAL COMPANY  
QPC, INC.  
QSI, INC.  
QUANTA HOLDINGS, INC.  
QUANTA XXXI ACQUISITION, INC.  
QUANTA LI ACQUISITION, INC.  
QUANTA LIV ACQUISITION, INC.  
QUANTA LVII ACQUISITION, INC.  
QUANTA LVIII ACQUISITION, INC.  
QUANTA LIX ACQUISITION, INC.  
QUANTA LX ACQUISITION, INC.  
QUANTA LXI ACQUISITION, INC.  
QUANTA LXII ACQUISITION, INC.  
QUANTA LXIII ACQUISITION, INC.  
QUANTA LXIV ACQUISITION, INC.  
QUANTA LXV ACQUISITION, INC.  
QUANTA LXVI ACQUISITION, INC.  
QUANTA LXVII ACQUISITION, INC.  
QUANTA LXVIII ACQUISITION, INC.  
QUANTA LXIX ACQUISITION, INC.  
QUANTA LXX ACQUISITION, INC.  
QUANTA LXXI ACQUISITION, INC.  
QUANTA LXXII ACQUISITION, INC.  
QUANTA LXXIII ACQUISITION, INC.  
QUANTA UTILITY INSTALLATION CO., INC.  
R.A. WAFFENSMITH & CO., INC.  
SOUTHEAST PIPELINE CONSTRUCTION, INC.  
SOUTHWEST TRENCHING COMPANY, INC.  
SOUTHWESTERN COMMUNICATIONS, INC.  
SPALJ CONSTRUCTION COMPANY  
SUMTER UTILITIES, INC.  
THE RYAN COMPANY, INC.  
TOM ALLEN CONSTRUCTION COMPANY  
TRANS TECH ACQUISITION, INC.  
TRAWICK CONSTRUCTION COMPANY, INC.  
TTGP, INC.  
TTLP, INC.  
TTM, INC.  
TXLP, INC.  
UNDERGROUND CONSTRUCTION CO., INC.  
UTILCO, INC.  
VCI TELECOM, INC.  
W.C. COMMUNICATIONS, INC.

Attachment A-5  
W.H.O.M. CORPORATION

By: /s/ DANA GORDON

-----  
Name: Dana Gordon  
Title: President or Vice-President of each  
Guarantor

QDE LLC  
QUANTA DELAWARE, INC.  
QUANTA ASSET MANAGEMENT LLC

By: /s/ LINDA BUBACZ

-----  
Name: Linda Bubacz  
Title: President

COAST TO COAST, LLC  
BY: ENVIRONMENTAL PROFESSIONAL ASSOCIATES,  
LIMITED, ITS MEMBER

By: /s/ DANA GORDON

-----  
Name: Dana Gordon  
Title: Vice President

DOT 05, LLC  
TJADER, L.L.C.  
OKAY CONSTRUCTION COMPANY, LLC  
BY: SPALJ CONSTRUCTION COMPANY, ITS MEMBER

By: /s/ DANA GORDON

-----  
Name: Dana Gordon  
Title: Vice President

LAKE NORMAN PIPELINE, LLC  
BY: BRADFORD BROTHERS, INC., ITS MEMBER

By: /s/ DANA GORDON

-----  
Name: Dana Gordon  
Title: Vice President

Attachment A-6

MEARS/CPG, LLC  
MEARS ENGINEERING, LLC  
MEARS/HDD, LLC  
MEARS SERVICES, LLC  
BY: MEARS GROUP, INC., THE SOLE MEMBER OF  
EACH OF THE FOREGOING LIMITED LIABILITY  
COMPANIES

By: /s/ DANA GORDON

-----  
Name: Dana Gordon  
Title: Vice President

S.K.S. PIPELINERS, LLC  
BY: ARBY CONSTRUCTION, INC., ITS MEMBER

By: /s/ DANA GORDON

-----  
Name: Dana Gordon  
Title: Vice President

TNS-VA, LLC  
BY: PROFESSIONAL TELECONCEPTS, INC. (NY),  
ITS MEMBER

By: /s/ DANA GORDON

-----  
Name: Dana Gordon  
Title: Vice President

LINECO LEASING, LLC  
BY: MUSTANG LINE CONTRACTORS, INC., ITS  
SOLE MEMBER

By: /s/ DANA GORDON

-----  
Name: Dana Gordon  
Title: Vice President

AIRLAN TELECOM SERVICES, L.P.  
NORTH HOUSTON POLE LINE, L.P.  
LINDSEY ELECTRIC, L.P.  
DIGCO UTILITY CONSTRUCTION, L.P.  
BY: MEJIA PERSONNEL SERVICES, INC., ITS  
GENERAL PARTNER

By: /s/ DANA GORDON

-----  
Name: Dana Gordon  
Title: Vice President

Attachment A-7  
QUANTA SERVICES MANAGEMENT PARTNERSHIP, L.P.  
QUANTA ASSOCIATES, L.P.  
BY: QSI, INC., ITS GENERAL PARTNER

By: /s/ DANA GORDON  
-----

Name: Dana Gordon  
Title: Vice President

TRANS TECH ELECTRIC, L.P.  
BY: TTGP, INC., ITS GENERAL PARTNER

By: /s/ DANA GORDON  
-----

Name: Dana Gordon  
Title: Vice President

PWR NETWORK, LLC  
BY: PWR FINANCIAL COMPANY, ITS SOLE MEMBER

By: /s/ DANA GORDON  
-----

Name: Dana Gordon  
Title: Vice President

Q RESOURCES, LLC  
BY: QUANTA HOLDINGS, INC., ITS MEMBER

By: /s/ DANA GORDON  
-----

Name: Dana Gordon  
Title: Vice President

QUANTA RECEIVABLES, L.P.  
BY: PWR NETWORK, LLC, ITS GENERAL PARTNER  
BY: PWR FINANCIAL COMPANY, ITS SOLE MEMBER

By: /s/ DANA GORDON  
-----

Name: Dana Gordon  
Title: Vice President

TOTAL QUALITY MANAGEMENT SERVICES, LLC  
BY: ENVIRONMENTAL PROFESSIONAL ASSOCIATES,  
LTD., ITS SOLE MEMBER

By: /s/ DANA GORDON  
-----

Name: Dana Gordon  
Title: Vice President

Attachment A-8  
NORTHERN LINE LAYERS, LLC  
BY: PAR ELECTRICAL CONTRACTORS, INC., ITS  
SOLE MEMBER

By: /s/ DANA GORDON  
-----

Name: Dana Gordon  
Title: Vice President

Attachment A-9

TENTH AMENDMENT  
TO THIRD AMENDED AND RESTATED SECURED CREDIT AGREEMENT

THIS TENTH AMENDMENT TO THIRD AMENDED AND RESTATED SECURED CREDIT AGREEMENT (this "Amendment"), dated as of September 30, 2003, is entered into among QUANTA SERVICES, INC., a Delaware corporation (the "Borrower"), the Lenders (defined below) who are signatories hereto, and BANK OF AMERICA, N.A., as administrative agent for the Lenders (in such capacity, the "Agent"). Capitalized terms used but not defined in this Amendment have the meaning given them in the Credit Agreement (defined below).

BACKGROUND

A. The Borrower is party to that certain Third Amended and Restated Secured Credit Agreement dated as of June 14, 1999 (as amended through the date hereof and as may be further amended, restated or supplemented from time to time, the "Credit Agreement"), among the Borrower, the Agent, and the lenders from time to time party to the Credit Agreement (each a "Lender" and collectively, the "Lenders").

B. The Borrower, Majority Lenders and the Agent desire to make certain amendments to the Credit Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are all hereby acknowledged, the Borrower, Majority Lenders and the Agent covenant and agree as follows:

1. AMENDMENTS TO CREDIT AGREEMENT. The Credit Agreement is hereby amended as follows:

(a) Amendments to Section 1.1. Section 1.1 is amended by adding or entirely amending the following defined terms:

"FUNDED DEBT" means, as of any date of determination, the sum, without duplication, of the following for the Borrower and its Subsidiaries: (i) Indebtedness for borrowed money, all obligations evidenced by bonds, debentures, notes or similar instruments, and purchase money obligations which in accordance with GAAP would be shown on the consolidated balance sheet of the Borrower as a liability, (ii) all L/C Obligations, and all reimbursement obligations relative to the face amount of all other letters of credit issued for the account of the Borrower or any of its Subsidiaries, and (iii) all Capitalized Lease Obligations; provided that, for purposes of calculating the Funded Debt to EBITDA Ratio, the Senior Debt to EBITDA Ratio and the Minimum Asset Coverage Ratio for purposes of determining compliance with SECTIONS 6.22, 6.23 and 6.24 hereof, the sum referenced above shall be reduced by the amount of cash proceeds from the issuance of the 2003 Convertible Subordinated Notes to the extent such proceeds are being held by the Agent as cash collateral for the L/C Obligations and the Loans.

"2003 CONVERTIBLE SUBORDINATED NOTES" means the notes, guarantees, and all other obligations now or hereafter arising under, or pursuant to, the 2003 Note Purchase Agreement.

"2003 NOTE PURCHASE AGREEMENT" means that certain Purchase Agreement dated as of a date in the fourth quarter of calendar year 2003, by and among the Borrower, as issuer, and the purchasers listed on "Schedule A" attached thereto, as initial purchasers of the Borrower's convertible subordinated debentures due 2023, as the same may be amended, restated or supplemented from time to time.

(b) Amendments to Section 4.2. Section 4.2 is amended by (i) deleting the word "and" immediately following the semi-colon (";") found in clause (e) therein, (ii) deleting the period (".") immediately following the end of clause (f) thereof and replacing it with a semi-colon (";"), and (iii) adding new clauses (g) and (h) thereto immediately following clause (f), as set forth below:

(g) Compliance with Financial Covenants. After giving effect to the proposed Borrowing or Letter of Credit, the Borrower shall be in compliance with SECTIONS 6.20 through 6.24 of this Agreement as of the date of the proposed Borrowing, whether or not the Lenders shall have waived any Default or Event of Default arising out of the Borrower's

failure to comply with any of such SECTIONS, provided, however, that such condition precedent shall not apply to the issuance, extension or increase of any Letter of Credit listed on SCHEDULE 4.2(g); and

(h) Cash Collateral. Solely with respect to Letters of Credit issued or increased after the issuance of the 2003 Convertible Subordinated Notes, the Borrower shall provide the Agent with cash collateral in an amount equal to the face amount of any such Letter of Credit to the extent that net proceeds of the 2003 Convertible Subordinated Notes were sufficient to cash collateralize such Letters of Credit had they been outstanding on the date of issuance of the 2003 Convertible Subordinated Notes.

(c) Amendment to Section 6.10(a). Clause (a) of Section 6.10 is amended by adding a new clause (iv) thereto so that the entire clause (a) shall read as follows:

(a) The Borrower shall not pay any dividends or other distributions on its capital stock other than (i) when no Default or Event of Default exists or will result therefrom, cash dividends in respect of the Preferred Stock not to exceed \$1,000,000 during any fiscal year of the Borrower, (ii) dividends made wholly in the form of additional shares of the Borrower's capital stock, provided that, in respect of any stock split, the Borrower may make cash distributions in lieu of issuing fractional shares of capital stock which would otherwise result from such stock split, (iii) repurchases of common stock of the Borrower from officers, directors and employees pursuant to the Borrower's restricted stock option or compensation programs, to pay withholdings in respect of taxes owed as a result of grants of stock options and stock compensation thereunder, so long as the Borrower's performance of its obligations under such restricted stock option or

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compensation programs cannot reasonably be expected to have a material negative impact on projected cash flows, and (iv) the Borrower may repurchase its common stock and make payments in connection with share repurchase and/or share derivative transactions with respect to its common stock so long as (A) such transactions are consummated either simultaneously with the issuance of the 2003 Convertible Subordinated Notes or in connection with repurchase rights and/or obligations from time to time arising in connection with such issuance, (B) no Default or Event of Default that has not been waived exists or will result therefrom, (C) if the gross proceeds of the 2003 Convertible Subordinated Notes are at least \$100,000,000 but less than \$125,000,000, the aggregate amount of all payments made in connection with such transactions does not exceed \$15,000,000, (D) the Borrower receives no less than \$100,000,000 in gross proceeds from the issuance of the Initial 2003 Convertible Subordinated Notes (as such term is defined below), and (E) if the aggregate gross proceeds of the 2003 Convertible Subordinated Notes are \$125,000,000 or more, the aggregate amount of all such payments does not exceed an amount equal to the applicable percentage of the gross proceeds received by the Borrower from the issuance of the 2003 Convertible Subordinated Notes set forth in the table below:

<Table>  
<Caption>

<S>

GROSS PROCEEDS LEVEL	PERCENTAGE
-----	-----
At least \$125,000,000, but Less than \$150,000,000	15%
At least \$150,000,000, but less than \$175,000,000	20%
\$175,000,000 and above	25%

</Table>

Provided that nothing in this SECTION 6.10(a) shall affect the Borrower's obligation to comply with SECTION 2.10(c) with respect to such proceeds.

Notwithstanding the foregoing, if the Borrower issues additional 2003 Convertible Subordinated Notes ("Additional 2003 Convertible Subordinated Notes") after the closing of the



sale of the first 2003 Convertible Subordinated Notes to be sold ("Initial 2003 Convertible Subordinated Notes"), then (x) the Borrower shall not be permitted to retain any amounts from the proceeds of the Additional 2003 Convertible Subordinated Notes that it might otherwise be entitled to retain pursuant to Section 2.10(c), and (y) if the sale of the Additional 2003 Convertible Subordinated Notes causes the gross proceeds of the 2003 Convertible Subordinated Notes to increase to a higher "gross proceeds level" in the table above, the percentage in such table applicable to such higher "gross proceeds level" shall apply only with respect to proceeds within such higher "gross proceeds level" and not to any other proceeds of the 2003 Convertible Subordinated Notes. For example, if the proceeds of the Initial 2003 Convertible Subordinated Notes are \$150,000,000 and the proceeds of the Additional 2003 Convertible Subordinated Notes are \$30,000,000, then the 20% from the table above would apply to the proceeds of the Initial 2003 Convertible Subordinated Notes and \$24,999,999 of the proceeds of the Additional 2003

3

Convertible Subordinated Notes, and the 25% from the table above would apply to the remaining proceeds of the Additional 2003 Convertible Subordinated Notes.

(d) Amendment to Section 6.14(e). Clause (e) of Section 6.14 is amended and restated in its entirety, as follows:

(e) [Intentionally Deleted]

(e) Further Amendments to Section 6.14. Section 6.14 is further amended by (i) deleting the word "and" immediately following the semi-colon (";") found in clause (g) therein, (ii) amending and restating clause (h) thereof in its entirety, as set forth below, and (iii) adding new clauses (i) and (j) thereto immediately following clause (h), as set forth below:

(h) Indebtedness under the Subordinated Indenture, including without limitation, the Indebtedness under the Convertible Subordinated Notes and the First Supplemental Indenture; provided that the principal amount of such Indebtedness shall not at any time exceed \$172,500,000;

(i) Indebtedness not to exceed \$250,000,000 at any time under the 2003 Note Purchase Agreement, including without limitation, the Indebtedness under the 2003 Convertible Subordinated Notes; provided that, such Indebtedness is unsecured and upon terms not materially less favorable than the terms of the Convertible Subordinated Notes and is otherwise on terms reasonably satisfactory to the Agent, including without limitation ranking subordination terms at least as favorable to the Lenders as those contained in the Convertible Subordinated Notes, and provided further that all net cash proceeds from the issuance of such Indebtedness are applied in accordance with SECTION 2.10(c) of this Agreement, which contemplates that such proceeds will be allocated to the Lenders and to the holders of the Senior Notes (based on the proportion of the Commitment Amount under this Agreement and the proportion of the outstanding principal amount of the Senior Notes to the sum of both) and applied as follows: (A) with respect to the proceeds allocated to the Lenders, paid to the Agent as a prepayment of the Loans, and if all Loans have been satisfied, to the Agent as cash collateral for the outstanding L/C Obligations (which security interest shall be expressly senior to any security interest in such cash collateral which secures the Senior Notes), in each case together with a corresponding, automatic and permanent reduction of the Commitment Amount by the amount of net proceeds that would be allocated to the Lenders if the Loans and L/C Obligations exceeded such amount of net proceeds (and not any lesser amount which may ultimately be allocated to the Lenders if the Loans and L/C Obligations are less than such amount of net proceeds), and if all of the L/C Obligations have been so cash collateralized, to the holders of the Senior Notes to be applied in accordance with Section 8.8(e) of the Note Purchase Agreement, and (B) with respect to the proceeds allocated to

4

the holders of the Senior Notes, paid to such holders to be applied in accordance with Section 8.8(e) of the Note Purchase

Agreement; and

(j) Guaranties from domestic Subsidiaries entered into or delivered in connection with either the 2003 Convertible Subordinated Notes or the Senior Notes and obligations covered by CLAUSE (VI) of the definition of Indebtedness to the extent that such obligations are entered into or arise in connection with the 2003 Convertible Subordinated Notes.

(f) Amendment to Section 6.15(h). Clause (h) of Section 6.15 is amended and restated in its entirety as follows:

(h) Investments involving share repurchase and/or share derivative transactions to the extent permitted by SECTION 6.10.

(g) Amendment to Section 7.1(n). Clause (n) of Section 7.1 is amended and restated in its entirety, as follows:

(n) an event of default shall occur and be continuing under (i) the Subordinated Indenture, the First Supplemental Indenture or the Convertible Subordinated Notes, or any other document evidencing Indebtedness under the Subordinated Indenture, the First Supplemental Indenture or the Convertible Subordinated Notes, or (ii) the 2003 Note Purchase Agreement or the 2003 Convertible Subordinated Notes, or any other document evidencing Indebtedness under the 2003 Note Purchase Agreement or the 2003 Convertible Subordinated Notes.

(h) New Schedule 4.2(g). A new SCHEDULE 4.2(g) in the form attached to this Amendment as SCHEDULE 4.2(g) is hereby added to the Credit Agreement.

2. TEMPORARY WAIVER Upon the effectiveness of this Amendment, and in reliance upon the representations and warranties of the Borrower and the Guarantors made herein, notwithstanding anything to the contrary in any of the Credit Documents, the Agent and the Lenders hereby waive any Default or Event of Default arising out of the Borrower's failure in any respect to comply with (a) the required Minimum Interest Coverage Ratio set forth in Section 6.21 of the Credit Agreement at the end of the fiscal quarter ending on September 30, 2003, (b) the required Funded Debt to EBITDA Ratio set forth in Section 6.22 of the Credit Agreement at the end of the fiscal quarter ending on September 30, 2003, (c) the required Senior Debt to EBITDA Ratio set forth in Section 6.23 of the Credit Agreement at the end of the fiscal quarter ending on September 30, 2003 and (d) any obligation to furnish, deliver or provide any projections or forecasts pursuant to Section 6.6 of the Credit Agreement after September 15, 2003 through January 1, 2004 (collectively, the "Specified Defaults"); provided that, all such waivers shall terminate and become null and void on January 2, 2004, at which time the Borrower's obligations to comply with the requirements set forth in Sections 6.21, 6.22, and 6.23 of the Credit Agreement with respect to the fiscal quarter ending on September 30, 2003 and to furnish any such items pursuant to Section 6.6 shall be valid, binding and enforceable, and any non-compliance by the Borrower with any such requirements shall thereupon result in an

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immediate Event of Default with no notice or cure period. The temporary waivers set forth in this Section 2 of this Amendment are limited to the extent specifically set forth above in this Section 2, and no other terms, covenants or provisions of the Credit Agreement are intended to be waived hereby.

3. BORROWING RESTRICTIONS. Notwithstanding anything in the Credit Agreement or any other Loan Document to the contrary, from the date hereof through and including January 1, 2004, the Lenders shall not be obligated to make any Revolving Loans other than Revolving Loans pursuant to the Agent's request in respect of Swing Line Loans made by the Agent in accordance with Section 2.1(b) of the Credit Agreement, provided that the aggregate amount of all such Swing Line Loans outstanding at any one time during such period shall never exceed \$5,000,000.

4. REPRESENTATIONS AND WARRANTIES. Each of the Borrower and the Guarantors represents and warrants to the Lenders that (a) it possesses all requisite power and authority to execute, deliver and comply with the terms of this Amendment, (b) this Amendment has been duly authorized and approved by all requisite corporate, partnership or limited liability company action, as applicable, by it, (c) no consent of any Person that has not been obtained is required for its execution and delivery of this Amendment, (d) its execution and delivery of this Amendment will not violate its organizational documents, (e) the representations and warranties in each Credit Document to which it is a

party are true and correct in all material respects on and as of the date of this Amendment as though made on the date of this Amendment (except to the extent that such representations and warranties speak to a specific date), (f) it is in full compliance with all covenants and agreements contained in each Credit Document to which it is a party, and (g) no Default or Event of Default exists as of the date of this Amendment.

5. RELEASE.

(a) The Borrower and each Guarantor hereby unconditionally and irrevocably remises, acquits, and fully and forever releases and discharges the Agent and the Lenders and all respective affiliates and subsidiaries of the Agent and the Lenders, their respective officers, servants, employees, agents, attorneys, financial advisors, principals, directors and shareholders, and their respective heirs, legal representatives, successors and assigns (collectively, the "Released Lender Parties") from any and all claims, demands, causes of action, obligations, remedies, suits, damages and liabilities (collectively, the "Borrower Claims") of any nature whatsoever, whether now known, suspected or claimed, whether arising under common law, in equity or under statute, which the Borrower or any Guarantor ever had or now has against the Released Lender Parties which may have arisen at any time on or prior to the date of this Amendment and which were in any manner related to any of the Credit Documents or the enforcement or attempted enforcement by the Agent or the Lenders of rights, remedies or recourses related thereto.

(b) The Borrower and each Guarantor covenants and agrees never to commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against any of the Released Lender Parties any action or other proceeding based upon any of the Borrower Claims which may have arisen at any time on or prior to

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the date of this Amendment and were in any manner related to any of the Credit Documents.

(c) The agreements of the Borrower and each Guarantor set forth in this Section 5 shall survive termination of this Amendment and the other Credit Documents.

6. CONDITIONS OF EFFECTIVENESS. This Amendment shall be effective, without any other action by the parties hereto, immediately upon the satisfaction or waiver of each of the following conditions precedent and only if all such conditions precedent to effectiveness are satisfied or waived on or prior to October 3, 2003:

(a) the Agent shall receive counterparts of this Amendment executed by the Majority Lenders, the Borrower and the Guarantors;

(b) the representations and warranties set forth in Section 4 of this Amendment shall be true and correct;

(c) all reasonable out-of-pocket fees and expenses of the Agent in connection with the Credit Documents, including its reasonable out-of-pocket legal and other professional fees and expenses incurred by the Agent, including, without limitation, such fees and expenses of Winstead Sechrest & Minick P.C., shall have been paid;

(d) the Agent shall receive evidence reasonably satisfactory to the Agent that the Borrower has entered into an amendment to the Note Purchase Agreement in form and substance reasonably satisfactory to the Agent;

(e) the Agent shall receive a written certificate signed by an officer of the Borrower acceptable to the Agent as to (i) the absence of any action, suit, investigation or proceeding pending or, to the knowledge of the Borrower, threatened in any court or before any arbitrator or governmental authority that could reasonably be expected to materially and adversely affect (A) the financial condition of the Borrower and its Subsidiaries, taken as a whole, or (B) the ability of the Borrower and its Subsidiaries to perform their respective obligations under the Credit Documents, as amended by the Amendment, (ii) the absence of a material breach of any representation or warranty of the Borrower set out in the Credit Documents, and (iii) the absence of any Default or Event of Default, after giving effect to this Amendment; and

(f) the Agent shall receive, in form and substance reasonably satisfactory to the Agent and its counsel, such other documents, certificates and instruments as the Agent shall reasonably require.

7. CREDIT DOCUMENT: REFERENCE TO CREDIT AGREEMENT. This Amendment is a

Credit Document. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Credit Agreement, as affected and amended by this Amendment.

8. COUNTERPARTS; EXECUTION VIA FACSIMILE. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of

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which together shall constitute one and the same instrument. This Amendment may be validly executed and delivered by facsimile or other electronic transmission.

9. GOVERNING LAW; BINDING EFFECT. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Texas and shall be binding upon the Borrower, the Agent, each Lender and their respective successors and assigns.

10. HEADINGS. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

11. NO ORAL AGREEMENTS. THIS WRITTEN AGREEMENT AND THE OTHER CREDIT DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGES FOLLOW.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BORROWER:

QUANTA SERVICES, INC.

By: /s/ JAMES H. HADDOX

-----  
Name: James H. Haddox

-----  
Title: Chief Financial Officer

AGENT:

BANK OF AMERICA, N.A., AS AGENT

By: /s/ DAVID A. JOHANSON

-----  
Name: David A. Johanson

-----  
Title: Vice President

Lender signature page to that certain Tenth Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of September 30, 2003, by and among Quanta Services, Inc., the Lenders party thereto, and Bank of America, N.A., as Agent for the Lenders.

BANK OF AMERICA, N.A.

By: /s/ GARY L. MINGLE

Name: Gary L. Mingle

Title: Senior Vice President

Lender signature page to that certain Tenth Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of September 30, 2003, by and among Quanta Services, Inc., the Lenders party thereto, and Bank of America, N.A., as Agent for the Lenders.

BANK OF NOVA SCOTIA

By: /s/ STEPHEN C. LEVI

Name: Stephen C. Levi

Title: Director

Lender signature page to that certain Tenth Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of September 30, 2003, by and among Quanta Services, Inc., the Lenders party thereto, and Bank of America, N.A., as Agent for the Lenders.

CREDIT LYONNAIS NEW YORK BRANCH

By: /s/ ATTILA KOC

Name: Attila Koc

Title: Senior Vice President

Lender signature page to that certain Tenth Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of September 30, 2003, by and among Quanta Services, Inc., the Lenders party thereto, and Bank of America, N.A., as Agent for the Lenders.

DEUTSCHE BANK TRUST COMPANY AMERICAS

BY: /s/ SCOTTIE LINDSAY

NAME: SCOTTIE LINDSAY

TITLE: VICE PRESIDENT

Lender signature page to that certain Tenth Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of September 30, 2003, by and among Quanta Services, Inc., the Lenders party thereto, and Bank of America, N.A., as Agent for the Lenders.

JP MORGAN CHASE

BY: /s/ ROBERT MENDOZA

NAME: ROBERT MENDOZA

TITLE: VICE PRESIDENT

Lender signature page to that certain Tenth Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of September 30, 2003, by and among Quanta Services, Inc., the Lenders party thereto, and Bank of America, N.A., as Agent for the Lenders.

NATIONAL CITY BANK

BY: /s/ MICHAEL DURBIN

NAME: MICHAEL DURBIN

TITLE: SENIOR VICE PRESIDENT

Lender signature page to that certain Tenth Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of September 30, 2003, by and among Quanta Services, Inc., the Lenders party thereto, and Bank of America, N.A., as Agent for the Lenders.

GUARANTY BANK

BY: /s/ SCOTT BREWER

NAME: SCOTT BREWER

TITLE: VP

Lender signature page to that certain Tenth Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of September 30, 2003, by and among Quanta Services, Inc., the Lenders party thereto, and Bank of America, N.A., as Agent for the Lenders.

WACHOVIA BANK, NATIONAL ASSOCIATION

BY: /s/ STEVEN L. HIPSMAN

NAME: STEVEN L. HIPSMAN

TITLE: DIRECTOR

Lender signature page to that certain Tenth Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of September 30, 2003, by and among Quanta Services, Inc., the Lenders party thereto, and Bank of America, N.A., as Agent for the Lenders.

COMERICA BANK

BY: /s/ WILLIAM S. ROGERS

NAME: WILLIAM S. ROGERS

TITLE: VICE PRESIDENT

Lender signature page to that certain Tenth Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of September 30, 2003, by and among Quanta Services, Inc., the Lenders party thereto, and Bank of America, N.A., as Agent for the Lenders.

SUN TRUST BANK

By: /s/ J. SCOTT DEVINEY

NAME: J. SCOTT DEVINEY

TITLE: DIRECTOR

#### GUARANTORS' CONSENT AND AGREEMENT

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

ADVANCED TECHNOLOGIES AND INSTALLATION CORPORATION  
ALLTECK LINE CONTRACTORS (USA), INC.  
ARBY CONSTRUCTION, INC.  
AUSTIN TRENCHER, INC.  
BRADFORD BROTHERS, INC.  
CCLC, INC.  
COMMUNICATION MANPOWER, INC.  
CONTI COMMUNICATIONS, INC.  
CROCE ELECTRIC COMPANY, INC.  
CROWN FIBER COMMUNICATIONS, INC.  
DILLARD SMITH CONSTRUCTION COMPANY  
DRIFTWOOD ELECTRICAL CONTRACTORS, INC.  
ENVIRONMENTAL PROFESSIONAL ASSOCIATES, LIMITED  
FIVE POINTS CONSTRUCTION CO.  
GLOBAL ENERCOM MANAGEMENT, INC.  
GOLDEN STATE UTILITY CO.  
H. L. CHAPMAN PIPELINE CONSTRUCTION, INC.  
HAINES CONSTRUCTION COMPANY  
INTERMOUNTAIN ELECTRIC, INC.  
IRBY CONSTRUCTION COMPANY  
LINE EQUIPMENT SALES CO., INC.  
MANUEL BROS., INC.  
MEARS GROUP, INC.  
MEJIA PERSONNEL SERVICES, INC.  
METRO UNDERGROUND SERVICES, INC.  
MUSTANG LINE CONTRACTORS, INC.  
NETWORK ELECTRIC COMPANY  
NORTH PACIFIC CONSTRUCTION CO., INC.  
NORTH SKY COMMUNICATIONS, INC.  
PAR ELECTRICAL CONTRACTORS, INC.

PARKSIDE SITE & UTILITY COMPANY CORPORATION  
PARKSIDE UTILITY CONSTRUCTION CORP.  
P.D.G. ELECTRIC COMPANY  
POTELCO, INC.  
PROFESSIONAL TELECONCEPTS, INC. (IL)  
PROFESSIONAL TELECONCEPTS, INC. (NY)  
PWR FINANCIAL COMPANY  
QPC, INC.  
QSI, INC.  
QUANTA HOLDINGS, INC.  
QUANTA XXXI ACQUISITION, INC.  
QUANTA LI ACQUISITION, INC.  
QUANTA LIV ACQUISITION, INC.  
QUANTA LVII ACQUISITION, INC.  
QUANTA LVIII ACQUISITION, INC.  
QUANTA LIX ACQUISITION, INC.  
QUANTA LX ACQUISITION, INC.  
QUANTA LXI ACQUISITION, INC.  
QUANTA LXII ACQUISITION, INC.  
QUANTA LXIII ACQUISITION, INC.  
QUANTA LXIV ACQUISITION, INC.  
QUANTA LXV ACQUISITION, INC.  
QUANTA LXVI ACQUISITION, INC.  
QUANTA LXVII ACQUISITION, INC.  
QUANTA LXVIII ACQUISITION, INC.  
QUANTA LXIX ACQUISITION, INC.  
QUANTA LXX ACQUISITION, INC.  
QUANTA LXXI ACQUISITION, INC.  
QUANTA LXXII ACQUISITION, INC.  
QUANTA LXXIII ACQUISITION, INC.  
QUANTA UTILITY INSTALLATION CO., INC,  
R. A. WAFFENSMITH & CO., INC.  
SOUTHEAST PIPELINE CONSTRUCTION, INC.  
SOUTHWESTERN COMMUNICATIONS, INC.  
SOUTHWEST TRENCHING COMPANY, INC.  
SPALJ CONSTRUCTION COMPANY  
SUMTER UTILITIES, INC.  
THE RYAN COMPANY, INC.  
TOM ALLEN CONSTRUCTION COMPANY  
TRANS TECH ACQUISITION, INC.  
TRAWICK CONSTRUCTION COMPANY, INC.  
TTGP, INC.  
TTLP, INC.  
TTM, INC.  
TXLP, INC.  
UNDERGROUND CONSTRUCTION CO., INC.

UTILCO, INC.  
VCI TELCOM, INC.  
W.C. COMMUNICATIONS, INC.  
W.H.O.M. CORPORATION

By: /s/ DANA GORDON  
-----  
Dana Gordon, President or Vice President  
of each Guarantor

QDE LLC  
QUANTA DELAWARE, INC.  
QUANTA ASSET MANAGEMENT LLC

By: /s/ LINDA BUBACZ  
-----  
Linda Bubacz, President

COAST TO COAST, LLC

By: Environmental Professional Associates,  
Limited, Its Member

By: /s/ DANA GORDON  
-----  
Dana Gordon, Vice President

NORTHERN LINE LAYERS, LLC

By: PAR Electrical Contractors, Inc., Its Sole  
Member

By: /s/ DANA GORDON  
-----  
Dana Gordon, Vice President

DOT 05, LLC  
TJADER, L.L.C.  
OKAY CONSTRUCTION COMPANY, LLC

By: Spalj Construction Company, Its Member

By: /s/ DANA GORDON  
-----  
Dana Gordon, Vice President

LAKE NORMAN PIPELINE, LLC

By: Bradford Brothers, Inc., Its Member

By: /s/ DANA GORDON  
-----  
Dana Gordon, Vice President

MEARS/CPG, LLC  
MEARS ENGINEERING, LLC  
MEARS/HDD, LLC  
MEARS SERVICES, LLC

By: Mears Group, Inc., The Sole Member of each of  
the foregoing limited liability companies

By: /s/ DANA GORDON  
-----



Dana Gordon, Vice President

S.K.S. PIPELINERS, LLC

By: Arby Construction, Inc., Its Member

By: /s/ DANA GORDON

-----  
Dana Gordon, Vice President

TNS-VA, LLC

By: Professional Teleconcepts, Inc. (NY), Its  
Member

By: /s/ DANA GORDON

-----  
Dana Gordon, Vice President

LINECO LEASING, LLC

By: Mustang Line Contractors, Inc., Its Sole  
Member

By: /s/ DANA GORDON

-----  
Dana Gordon, Vice President

AIRLAN TELECOM SERVICES, L.P.  
NORTH HOUSTON POLE LINE, L.P.  
LINDSEY ELECTRIC, L.P.  
DIGCO UTILITY CONSTRUCTION, L.P.

By: Mejia Personnel Services, Inc., Its General  
Partner

By: /s/ DANA GORDON

-----  
Dana Gordon, Vice President

QUANTA SERVICES MANAGEMENT PARTNERSHIP, L.P.  
QUANTA ASSOCIATES, L.P.

By: QSI, Inc., Its General Partner

By: /s/ DANA GORDON

-----  
Dana Gordon, Vice President

TRANS TECH ELECTRIC, L.P.

By: TTGP, Inc., Its General Partner

By: /s/ DANA GORDON

-----  
Dana Gordon, Vice President

PWR NETWORK, LLC

By: PWR Financial Company, Its Sole Member

By: /s/ DANA GORDON

-----  
Dana Gordon, Vice President

Q RESOURCES, LLC

By: Quanta Holdings, Inc., Its Member

By: /s/ DANA GORDON  
Dana Gordon, Vice President

QUANTA RECEIVABLES, L.P.

By: PWR Network, LLC, Its General Partner

By: PWR Financial Company, Its Sole  
Member

By: /s/ DANA GORDON  
-----  
Dana Gordon, Vice President

TOTAL QUALITY MANAGEMENT SERVICES, LLC

By: Environmental Professional Associates, Ltd.,  
Its Sole Member

By: /s/ DANA GORDON  
-----  
Dana Gordon, Vice President