

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549  
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FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(D) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): October 9, 2003

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

Delaware  
(State or other jurisdiction of incorporation)

1-13831 74-2851603  
(Commission File No.) (IRS Employer Identification No.)

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

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

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

ITEM 5. OTHER EVENTS AND REGULATION FD DISCLOSURE.

In connection with the private placement by Quanta Services, Inc. ("Quanta") of its 4.50% Convertible Subordinated Debentures due 2023 pursuant to Rule 144A under the Securities Act of 1933, as amended, Quanta has entered into amendments with the lenders under its existing credit facility and its senior secured note holders that, among other things, increase the maximum aggregate principal amount of the debentures from \$250 million to \$275 million. Filed herewith are both such amendments.

Statements in this Current Report on Form 8-K that contain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, include, but are not limited to, statements regarding the private placement and the principal amount of debentures. Such statements are based on management's belief as well as assumptions made by and information currently available to management, and such statements are inherently subject to a variety of risks and uncertainties. Although Quanta's management believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to have been correct. These risk factors include, among others, risks of a continued economic downturn that could lead to less demand for Quanta's services, Quanta's inability to access sufficient funding in the future to finance desired growth, possible variations in Quanta's operating results, Quanta's dependence on fixed price contracts, possible adverse effects on Quanta's results of operations due to goodwill impairments, possible contract cancellations, the potential for rapid technological and structural changes in the industries Quanta serves which could reduce the demand for Quanta's services, competition, inability or failure to obtain or maintain necessary performance bonds, failure to generate internal growth, self-insurance, as well as other general risks related to the industries in which Quanta operates. Should one or more of these risks materialize, or should underlying assumptions prove incorrect, actual results may differ materially from those expected. Investors are urged to refer to Quanta's reports filed with the Securities and Exchange Commission, which contain a discussion of the risk factors that could impact these areas and Quanta's overall business and financial performance. Given these concerns, investors and analysts should not place undue reliance on forward-looking statements.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits.

The following exhibits are filed as part of this Current Report on Form 8-K:

Exhibit No.	Exhibit
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<p>4.1</p>  <p>10.1</p>	<p>Amendment No. 4 to Note Purchase Agreement dated as of March 1, 2000 between Quanta Services, Inc. and the Purchasers named therein</p> <p>Eleventh Amendment and Consent to Third Amended and Restated Secured Credit Agreement.</p>
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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 17, 2003

QUANTA SERVICES, INC.

By: /s/ DANA A. GORDON

Name: Dana A. Gordon

Title: Vice President - General Counsel

Exhibit Index

Exhibit No.	Exhibit
<p>4.1</p>  <p>10.1</p>	<p>Amendment No. 4 to Note Purchase Agreement dated as of March 1, 2000 between Quanta Services, Inc. and the Purchasers named therein</p> <p>Eleventh Amendment and Consent to Third Amended and Restated Secured Credit Agreement</p>

## AMENDMENT NO. 4 TO NOTE PURCHASE AGREEMENT

This AMENDMENT NO. 4 TO NOTE PURCHASE AGREEMENT (this "AMENDMENT"), dated as of October 9, 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"), Amendment No. 2 to Note Purchase Agreement, dated as of December 20, 2002 ("AMENDMENT NO. 2") and Amendment No. 3 to Note Purchase Agreement, dated as of September 30, 2003 ("AMENDMENT NO. 3" and the Supplemented Note Purchase Agreement as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, 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 Fourth 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 Eleventh 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

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necessary to make the statements contained therein not misleading in light of the circumstances 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 ss.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 ss.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 "FOURTH 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. An Eleventh 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 10.16(f) is hereby amended by deleting the phrase "\$250,000,000" appearing in the first line thereof and replacing it with "\$275,000,000."

4.2 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. 4" means that certain Amendment No. 4 to this Note Purchase Agreement, dated as of October 9, 2003.

"FOURTH AMENDMENT EFFECTIVE DATE" means October 9, 2003.

SECTION 5. 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 6. 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

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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 7. 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 8. 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/ RICHARD MCGAULEY

-----  
Name: Richard McGauley  
Title: Managing Director

Signature Page to Amendment No. 4 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/ RICHARD MCGAULEY

-----  
Name: Richard McGauley  
Title: Managing Director

Signature Page to Amendment No. 4 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. 4 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. 4 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/ KATHLEEN H. PARKER  
-----  
Name: Kathleen H. Parker  
Title: Vice President

Signature Page to Amendment No. 4 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/ KATHLEEN H. PARKER  
-----  
Name: Kathleen H. Parker  
Title: Vice President

Signature Page to Amendment No. 4 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/ KATHLEEN H. PARKER  
-----  
Name: Kathleen H. Parker  
Title: Vice President

Signature Page to Amendment No. 4 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/ KATHLEEN H. PARKER  
-----  
Name: Kathleen H. Parker  
Title: Vice President

Signature Page to Amendment No. 4 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. 4 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: Vice President

Signature Page to Amendment No. 4 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: Vice President

Signature Page to Amendment No. 4 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/ MARK SWENSON  
-----  
Name: Mark O. Swenson  
Title: Vice President

Signature Page to Amendment No. 4 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, Fixed Income Division

Signature Page to Amendment No. 4 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 October 9, 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.  
 PROFESSIONAL TELECONCEPTS, INC. (IL)  
 PROFESSIONAL TELECONCEPTS, INC. (NY)

Attachment A-4

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.  
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 QUANTA LXIII ACQUISITION, INC.  
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 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

NORTHERN LINE LAYERS, LLC  
BY: PAR ELECTRICAL CONTRACTORS, INC.,  
ITS SOLE MEMBER

By: /s/ DANA GORDON

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

Attachement 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.

By: /s/ DANA GORDON

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

Attachment A-8

ELEVENTH AMENDMENT  
TO THIRD AMENDED AND RESTATED SECURED CREDIT AGREEMENT

THIS ELEVENTH AMENDMENT TO THIRD AMENDED AND RESTATED SECURED CREDIT AGREEMENT (this "Amendment"), dated as of October 9, 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) Amendment to Section 6.10(a). Clause (a) of Section 6.10 is amended by adding a new sentence at the end thereto to read as follows:

The amount of payments permitted pursuant to the foregoing clauses (D) and (E) shall be deemed to include the \$15,000,000 which the Borrower is permitted to retain from the net offering proceeds in accordance with Section 2.10(c).

(b) Amendment to Section 6.14. Section 6.14(i) is amended and restated in its entirety, as follows:

(i) Indebtedness not to exceed \$275,000,000 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 net cash proceeds in excess of \$15,000,000 (which \$15,000,000 the Borrower is permitted to retain consistent with Section 2.10(c)) 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 the holders of the Senior Notes, paid to such holders to be applied in accordance with Section

(c) Notwithstanding anything in this Agreement to the contrary, the Borrower shall be permitted to disregard any Make-Whole Amount (as defined in the Note Purchase Agreement) paid or required to be paid as a result of or in connection with the 2003 Note Purchase Agreement or any offering or issuance of the 2003 Convertible Subordinated Notes for purposes of any determination of the Borrower's compliance with any covenant contained in Section 6.20, 6.21, 6.22, 6.23 or 6.24 of this Agreement.

2. 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.

3. 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

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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 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 3 shall survive termination of this Amendment and the other Credit Documents.

4. 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 31, 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 2 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

3

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.

5. 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.

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

7. 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.

8. 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.

9. 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.

4

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  
-----

ELEVENTH AMENDMENT TO THIRD AMENDED  
AND RESTATED SECURED CREDIT AGREEMENT  
SIGNATURE PAGE

Lender signature page to that certain Eleventh Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of October 9, 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 Eleventh Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of October 9, 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 Eleventh Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of October 9, 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 Eleventh Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of October 9, 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 Eleventh Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of October 9, 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 Eleventh Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of October 9, 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 Eleventh Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of October 9, 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 Eleventh Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of October 9, 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

Lender signature page to that certain Eleventh Amendment to Third Amended and Restated Secured Credit Agreement dated to be effective as of October 9, 2003, by and among Quanta Services, Inc., the Lenders party thereto, and Bank of America, N.A., as Agent for the Lenders.

LASALLE BANK NATIONAL ASSOCIATION

By: /s/ RICHARD J. KRESS

Name: Richard J. Kress

TITLE: FIRST VICE PRESIDENT

#### GUARANTORS' CONSENT AND AGREEMENT

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

ADVANCED 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.

ELEVENTH AMENDMENT TO THIRD AMENDED  
AND RESTATED SECURED CREDIT AGREEMENT  
SIGNATURE PAGE

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.  
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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.

ELEVENTH AMENDMENT TO THIRD AMENDED  
AND RESTATED SECURED CREDIT AGREEMENT  
SIGNATURE PAGE

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 Member

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

ELEVENTH AMENDMENT TO THIRD AMENDED  
AND RESTATED SECURED CREDIT AGREEMENT  
SIGNATURE PAGE

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

ELEVENTH AMENDMENT TO THIRD AMENDED  
AND RESTATED SECURED CREDIT AGREEMENT  
SIGNATURE PAGE

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

ELEVENTH AMENDMENT TO THIRD AMENDED  
AND RESTATED SECURED CREDIT AGREEMENT  
SIGNATURE PAGE

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.

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

ELEVENTH AMENDMENT TO THIRD AMENDED  
AND RESTATED SECURED CREDIT AGREEMENT  
SIGNATURE PAGE

TOTAL QUALITY MANAGEMENT SERVICES, LLC

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

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

ELEVENTH AMENDMENT TO THIRD AMENDED  
AND RESTATED SECURED CREDIT AGREEMENT  
SIGNATURE PAGE