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UNITED STATES 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**

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**DATE OF REPORT (Date of earliest event reported): September 6, 2007**  
**(August 30, 2007)**

**QUANTA SERVICES, INC.**

*(Exact name of registrant as specified in its charter)*

**Delaware**

*(State or other jurisdiction of incorporation)*

**1-13831**

*(Commission File No.)*

**74-2851603**

*(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)*

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

*First Amendment to Amended and Restated Credit Agreement.*

Effective August 30, 2007, Quanta Services, Inc., a Delaware corporation (“**Quanta**”) entered into the First Amendment to Amended and Restated Credit Agreement (the “**First Amendment to the Credit Agreement**”), which amended that certain Amended and Restated Credit Agreement, dated as of June 12, 2006, by and among Quanta Services, Inc., as Borrower, the subsidiaries of Quanta Services, Inc. identified therein, as Guarantors, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and the Lenders party thereto (the “**Credit Agreement**”). The First Amendment to the Credit Agreement was entered into in connection with the consummation of the Merger (described below in Item 2.01 of this Current Report on Form 8-K), amending, among other terms, the timing of (a) the requirement of Quanta and its subsidiaries to pledge certain regulated assets acquired in the Merger and (b) the requirement of Quanta’s regulated subsidiaries acquired in the Merger to become guarantors under the Credit Agreement. Additionally, the First Amendment to the Credit Agreement provided an exception to the pledge of certain licenses, added certain security interests as permitted liens, added certain surety bonds acquired in the Merger as permitted indebtedness and added the sale of certain assets as a permitted disposition. Quanta and its subsidiaries party thereto entered into the First Amendment to the Amended and Restated Pledge Agreement (the “**First Amendment to the Pledge Agreement**”) in connection with the First Amendment to the Credit Agreement. Following the consummation of the Merger, Quanta will pledge the stock and assets of InfraSource Services, Inc., a Delaware corporation (“**InfraSource**”), and its subsidiaries pursuant to the terms of the Credit Agreement as amended by the First Amendment to the Credit Agreement.

The description of the First Amendment to the Credit Agreement and the First Amendment to the Pledge Agreement set forth above does not purport to be complete and is qualified in its entirety by reference to the provisions of the First Amendment to the Credit Agreement and the First Amendment to the Pledge Agreement, which are filed hereto as Exhibit 10.1 and Exhibit 10.2, respectively, and are incorporated herein by reference.

*Assignment and Assumption Agreement.*

In connection with the acquisition of InfraSource (as further described in Item 2.01 of this Current Report on Form 8-K), Quanta entered into an Assignment and Assumption Agreement with InfraSource dated August 30, 2007 (the “**Assignment and Assumption Agreement**”). Pursuant to the Assignment and Assumption Agreement, Quanta assumed all rights and obligations under InfraSource’s 2003 Omnibus Stock Incentive Plan (the “**2003 Plan**”) and InfraSource’s 2004 Omnibus Stock Incentive Plan (the “**2004 Plan**”), in each case as amended. Effective August 30, 2007, each of the 2003 Plan and the 2004 Plan was renamed the Quanta Services, Inc. 2003 Omnibus Stock Incentive Plan and the Quanta Services, Inc. 2004 Omnibus Stock Incentive Plan, respectively.

The description of the Assignment and Assumption Agreement set forth above does not purport to be complete and is qualified in its entirety by reference to the provisions of the Assignment and Assumption Agreement, which is filed hereto as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated herein by reference.

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**Item 1.02 Termination of a Material Definitive Agreement.**

In connection with the acquisition of InfraSource (as further described in Item 2.01 of this Current Report on Form 8-K) and the Assignment and Assumption Agreement, Quanta assumed all rights and obligations of the 2003 Plan and the 2004 Plan. The 2003 Plan was previously terminated by InfraSource and accordingly no further awards have been made since termination under the 2003 Plan. Quanta terminated the 2004 Plan effective as of August 30, 2007 and no further awards will be made pursuant to the 2004 Plan.

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

On August 30, 2007, Quanta announced that it had completed the previously announced acquisition of InfraSource. Pursuant to the terms and conditions of the Agreement and Plan of Merger (the “**Merger Agreement**”), by and among Quanta, InfraSource, and Quanta MS Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of Quanta (the “**Merger Sub**”), dated as of March 18, 2007, Merger Sub was merged with and into InfraSource, with InfraSource surviving the merger and becoming a wholly owned subsidiary of Quanta (the “**Merger**”).

Pursuant to the Merger Agreement, Quanta issued to InfraSource’s stockholders 1.223 shares of its common stock for each share of InfraSource common stock, or a total of approximately 50.2 million shares of Quanta common stock. As of August 30, 2007, Quanta’s stockholders and InfraSource’s stockholders hold approximately 75% and 25%, respectively, of the combined company’s common stock outstanding on a fully diluted basis (including shares issuable pursuant to outstanding options and convertible securities).

A copy of the Merger Agreement has been filed with the Securities and Exchange Commission (the “**SEC**”) as Exhibit 2.1 to Quanta’s Current Report on Form 8-K filed with the SEC on March 19, 2007 and is incorporated into this Item 2.01 by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth under Item 1.01 of this Current Report on Form 8-K is hereby incorporated in this Item 2.03 by reference.

**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Appointment of Directors.*

In connection with the Merger described in Item 2.01 of this Current Report on Form 8-K and pursuant to the terms of the Merger Agreement, the Board of Directors of Quanta (the “**Board**”) has appointed three former directors of InfraSource, David R. Helwig, J. Michal Conaway and Frederick W. Buckman, as members of the Board, effective August 30, 2007. Messrs. Conaway and Buckman are “independent” directors within the meaning of the NYSE’s corporate governance listing standards. Each director will serve until the date of Quanta’s 2008 annual meeting of stockholders or until his earlier resignation or removal. As a result of

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such appointment, the total number of directors on the Board has increased to fourteen directors, of whom nine are classified as “independent.” Upon joining the Board, Messrs. Helwig, Conaway and Buckman are not expected to serve on any of the independent committees of the Board.

Following is a brief biography of each director appointed on the Board in connection with the Merger:

*Frederick W. Buckman*, age 61, has been a member of the Board since August 30, 2007. He has served as President of Frederick Buckman, Inc., a consulting firm, since 1998. He served as Chairman and Chief Executive Officer of Trans-Elect, Inc., an independent electric transmission company, from 1999 until April 2005. Mr. Buckman serves as a director of StanCorp Financial Group, Inc., MMC Energy, Inc. and Terra Systems, Inc., and previously served as a director of InfraSource. Mr. Buckman holds a doctorate in Nuclear Engineering degree.

*J. Michal Conaway*, age 58, has been a member of the Board since August 30, 2007. He has served as the Chief Executive Officer of Peregrine Group, LLC, an executive consulting firm, since 2002. Prior to 2000, Mr. Conaway held various management and executive positions, including serving as Chief Financial Officer of Fluor Corporation, an engineering, procurement, construction and maintenance services provider. He previously served as a director of InfraSource. Mr. Conaway holds an M.B.A. degree and is a Certified Public Accountant.

*David R. Helwig*, age 56, has been a member of the Board since August 30, 2007. He has served as President of Helwig Consulting Services, LLC, a general business consulting firm, since August 2007. He served as Chairman of the Board, Chief Executive Officer, Chief Operating Officer and President of InfraSource, from September 2003 until August 2007, as President and as Chief Operating Officer of InfraSource Incorporated, a transmission and distribution infrastructure services provider and predecessor to InfraSource, from April 2002 until September 2003, and as Executive Vice President of Commonwealth Edison, an electric utility, from October 2000 until April 2002. Mr. Helwig holds a Master of Science in Mechanical Engineering degree.

The appointed directors will be compensated for their services on the Board in the same manner as the other Board members. In addition to standard fees paid by Quanta to its directors for attending meetings of the Board, each of Messrs. Helwig, Conaway and Buckman will receive an initial cash retainer payment of \$30,000 and an annual award of shares of Quanta restricted stock having a value of \$75,000, each amount prorated for the period from the appointment to the Board until the next annual meeting of stockholders. Unless their service is interrupted, shares of restricted stock awarded to each of Messrs. Helwig, Conaway and Buckman will vest over three years in three equal annual installments. Any unvested shares of restricted stock will vest in full if the director is not nominated for or elected to a new term or resigns at Quanta’s convenience. If the director voluntarily resigns or is asked to resign, or is removed for cause prior to vesting, all unvested shares of restricted stock will be forfeited.

Pursuant to the terms of the Quanta Services, Inc. 2007 Stock Incentive Plan (the “**2007 Plan**”) and the Form of Non-Employee Director Restricted Stock Agreement under the 2007 Plan (the “**Restricted Stock Form Agreement**”), Quanta will enter into such Restricted Stock

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Form Agreement with each of Messrs. Helwig, Conaway and Buckman. The description of the terms of the restricted stock grants set forth above does not purport to be complete and is qualified in its entirety by reference to the provisions of the 2007 Plan and the Restricted Stock Form Agreement, which were previously filed with the SEC as Exhibit 99.1 to Quanta's Current Report on Form 8-K on May 29, 2007 and as Exhibit 99.3 to Quanta's Current Report on Form 8-K filed on May 29, 2007, respectively, and are incorporated into this Item 5.02 by reference.

Quanta will also enter into an Indemnity Agreement with each of Messrs. Helwig, Conaway and Buckman. The form of Indemnity Agreement to be entered into with each director was previously filed with the SEC as Exhibit 10.1 to Quanta's Current Report on Form 8-K filed on May 31, 2005 and is incorporated into this Item 5.02 by reference.

### *Management Agreement with Mr. Helwig.*

Mr. Helwig terminated his employment with InfraSource on August 30, 2007, effective upon consummation of the Merger. Pursuant to his Amended and Restated Management Agreement with InfraSource (the "**Management Agreement**"), he will receive severance payments and accelerated vesting of his existing equity awards free of forfeiture restrictions. Mr. Helwig's severance will be paid in a lump sum equal to an amount in the aggregate of two times the sum of Mr. Helwig's base salary and target bonus for 2007. Mr. Helwig will receive a prorated bonus for the portion of his employment in 2007. Mr. Helwig will also continue to receive health insurance benefits for not more than twenty-four months following such termination. Mr. Helwig will receive approximately \$8,111,161 as compensation under his Management Agreement, consisting of severance, prorated bonus, the value attributable to health insurance benefits and the value attributable to the acceleration of unvested equity awards.

On August 30, 2007, InfraSource and Mr. Helwig entered into Amendment No. 1 to the Management Agreement (the "**Helwig Management Agreement Amendment**") primarily to make certain revisions for purposes of Section 409A of the Internal Revenue Code of 1986, as amended.

The description of the Management Agreement and the Helwig Management Agreement Amendment set forth above does not purport to be complete and is qualified in its entirety by reference to the provisions of the Management Agreement and the Helwig Management Agreement Amendment. The Management Agreement is filed as Exhibit 10.1 to InfraSource's Current Report on Form 8-K filed with the SEC on January 5, 2007 and is incorporated into this Item 5.02 by reference. A copy of the Helwig Management Agreement Amendment is attached hereto as Exhibit 10.8 and is incorporated into this Item 5.02 by reference.

### *Amendments to Management Agreements of InfraSource's Executive Officers.*

In connection with the Merger, on August 30, 2007, InfraSource and certain of its officers, including two former named executive officers (in addition to Mr. Helwig as discussed above, Mr. Terence R. Montgomery, InfraSource's Chief Financial Officer and Mr. R. Barry Sauder, InfraSource's Chief Accounting Officer), entered into amendments to their existing

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management agreements with InfraSource (the “*Management Agreement Amendments*”) to make certain revisions for purposes of Section 409A of the Internal Revenue Code of 1986, as amended, and, in the case of Mr. Sauder, to set forth the terms of any transition services to be rendered to Quanta following consummation of the Merger.

The description of the Management Agreement Amendments set forth above does not purport to be complete and is qualified in its entirety by reference to the provisions of the Amendment No. 1 to Amended and Restated Management Agreement of Mr. Montgomery and Mr. Sauder, copies of which are attached hereto as Exhibit 10.9 and Exhibit 10.10, respectively, and are incorporated into this Item 5.02 by reference.

### **Item 7.01 Regulation FD Disclosure.**

#### *Completion of InfraSource Acquisition.*

On August 30, 2007, Quanta and InfraSource announced that Quanta completed its previously announced acquisition of InfraSource. At a special meeting of stockholders held on August 30, 2007, in Philadelphia, Pennsylvania, the InfraSource stockholders approved and adopted the Merger Agreement. At a special meeting of stockholders held on August 30, 2007, in Houston, Texas, the Quanta stockholders approved the issuance of additional shares of Quanta common stock to InfraSource stockholders. Pursuant to the Merger Agreement, Quanta issued to InfraSource stockholders 1.223 shares of its common stock for each share of InfraSource common stock, or a total of approximately 50.2 million shares of Quanta common stock. A copy of the Quanta and InfraSource joint press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information furnished in this Current Report under the heading “Item 7.01 Regulation FD Disclosure” including Exhibit 99.1 shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section or Sections 11 and 12(a)(2) of the Securities Act of 1933, as amended.

### **Item 9.01 Financial Statements and Exhibits.**

#### (a) Financial Statements of Business Acquired.

To the extent required by this item, financial statements of InfraSource will be filed as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report is required to be filed.

#### (b) Pro Forma Financial Information.

To the extent required by this item, pro forma financial information will be filed as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report is required to be filed.

#### (d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit</u>
2.1	Agreement and Plan of Merger dated as of March 18, 2007, by and among Quanta Services, Inc., InfraSource Services, Inc. and Quanta MS Acquisition, Inc. (incorporated by reference to Exhibit 2.1 to Quanta Services’ Current Report on Form 8-K filed on March 19, 2007).

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<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	First Amendment to Amended and Restated Credit Agreement, dated as of August 30, 2007, among Quanta Services, Inc., as Borrower, the subsidiaries of Quanta Services, Inc. identified therein, as Guarantors, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and the Lenders party thereto.
10.2	First Amendment to Amended and Restated Pledge Agreement, dated as of August 30, 2007, among Quanta Services, Inc., the other Pledgors identified therein and Bank of America, N.A., as Administrative Agent for the Lenders.
10.3*	Assignment and Assumption Agreement dated as of August 30, 2007, by and between InfraSource Services, Inc. and Quanta Services, Inc.
10.4*	Quanta Services, Inc. 2007 Stock Incentive Plan (incorporated by reference to Exhibit 99.1 to Quanta Services' Current Report on Form 8-K filed on May 29, 2007).
10.5*	Quanta Services, Inc. 2007 Stock Incentive Plan Form of Non-Employee Director Restricted Stock Agreement (incorporated by reference to Exhibit 99.3 to Quanta Services' Current Report on Form 8-K filed May 29, 2007).
10.6*	Quanta Services, Inc. Form of Indemnity Agreement (incorporated by reference to Exhibit 10.1 to Quanta Services' Current Report on Form 8-K filed on May 31, 2005).
10.7*	Amended and Restated Management Agreement by and between InfraSource Services, Inc. and David R. Helwig dated December 29, 2006 (incorporated by reference to Exhibit 10.1 to InfraSource Services' Current Report on Form 8-K filed on January 5, 2007).
10.8*	Amendment No. 1 to Amended and Restated Management Agreement by and between InfraSource Services, Inc. and David R. Helwig dated August 30, 2007.
10.9*	Amendment No. 1 to Amended and Restated Management Agreement by and between InfraSource Services, Inc. and Terence R. Montgomery dated August 30, 2007.
10.10*	Amendment No. 1 to Amended and Restated Management Agreement by and between InfraSource Services, Inc. and R. Barry Sauder dated August 30, 2007.

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<u>Exhibit No.</u>	<u>Exhibit</u>
99.1	The Quanta Services, Inc. and InfraSource Services, Inc. joint press release dated August 30, 2007, entitled “Quanta Services, Inc. Acquires InfraSource Services, Inc. in All-Stock Transaction.”
*	Management contracts or compensatory plans or arrangements

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 hereunto duly authorized.

Dated: September 6, 2007

QUANTA SERVICES, INC.

By: /s/ TANA L. POOL

Name: Tana L. Pool

Title: Vice President and General Counsel

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Exhibit No.	Exhibit
2.1	Agreement and Plan of Merger dated as of March 18, 2007, by and among Quanta Services, Inc., InfraSource Services, Inc. and Quanta MS Acquisition, Inc. (incorporated by reference to Exhibit 2.1 to Quanta Services' Current Report on Form 8-K filed on March 19, 2007).
10.1	First Amendment to Amended and Restated Credit Agreement, dated as of August 30, 2007, among Quanta Services, Inc., as Borrower, the subsidiaries of Quanta Services, Inc. identified therein, as Guarantors, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and the Lenders party thereto.
10.2	First Amendment to Amended and Restated Pledge Agreement, dated as of August 30, 2007, among Quanta Services, Inc., the other Pledgors identified therein and Bank of America, N.A., as Administrative Agent for the Lenders.
10.3*	Assignment and Assumption Agreement dated as of August 30, 2007, by and between InfraSource Services, Inc. and Quanta Services, Inc.
10.4*	Quanta Services, Inc. 2007 Stock Incentive Plan (incorporated by reference to Exhibit 99.1 to Quanta Services' Current Report on Form 8-K filed on May 29, 2007).
10.5*	Quanta Services, Inc. 2007 Stock Incentive Plan Form of Non-Employee Director Restricted Stock Agreement (incorporated by reference to Exhibit 99.3 to Quanta Services' Current Report on Form 8-K filed May 29, 2007).
10.6*	Quanta Services, Inc. Form of Indemnity Agreement (incorporated by reference to Exhibit 10.1 to Quanta Services' Current Report on Form 8-K filed on May 31, 2005).
10.7*	Amended and Restated Management Agreement by and between InfraSource Services, Inc. and David R. Helwig dated December 29, 2006 (incorporated by reference to Exhibit 10.1 to InfraSource Services' Current Report on Form 8-K filed on January 5, 2007).
10.8*	Amendment No. 1 to Amended and Restated Management Agreement by and between InfraSource Services, Inc. and David R. Helwig dated August 30, 2007.

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<u>Exhibit No.</u>	<u>Exhibit</u>
10.9*	Amendment No. 1 to Amended and Restated Management Agreement by and between InfraSource Services, Inc. and Terence R. Montgomery dated August 30, 2007.
10.10*	Amendment No. 1 to Amended and Restated Management Agreement by and between InfraSource Services, Inc. and R. Barry Sauder dated August 30, 2007.
99.1	The Quanta Services, Inc. and InfraSource Services, Inc. joint press release dated August 30, 2007, entitled “Quanta Services, Inc. Acquires InfraSource Services, Inc. in All-Stock Transaction.”

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\* Management contracts or compensatory plans or arrangements

## FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT dated as of August 30, 2007 (the First Amendment) is entered into among Quanta Services, Inc., a Delaware corporation (the "Borrower"), the Guarantors, the Lenders party hereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Guarantors, the Lenders and the Administrative Agent entered into that certain Amended and Restated Credit Agreement dated as of June 12, 2006 (as amended and modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower has entered into that certain Agreement and Plan of Merger dated as of March 18, 2007 (the Merger Agreement"), by and among the Borrower, Quanta MS Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of the Borrower ("Merger Sub"), and InfraSource Services, Inc. ("InfraSource Services"), pursuant to which Merger Sub will merge with and into InfraSource Services (the Merger");

WHEREAS, as a result of the Merger, InfraSource Services and InfraSource Incorporated will become Subsidiaries of the Borrower at the effective time of the Merger; and

WHEREAS, the Borrower has requested that the Lenders amend the Credit Agreement as set forth below;

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

1. Amendments.

(a) The following new definitions are hereby added to Section 1.01 of the Credit Agreement in the appropriate alphabetical order to read as follows:

"First Amendment Effective Date" means August 30, 2007.

"InfraSource" means InfraSource Incorporated, a Delaware corporation.

"InfraSource Services" means InfraSource Services, Inc., a Delaware corporation.

"Regulated Subsidiary" means any Subsidiary of the Borrower (other than InfraSource) so long as such Subsidiary is subject to regulation by a Governmental Authority and for which the incurrence of Indebtedness (including Guarantees) or the pledge of any Capital Stock or assets of such Subsidiary would be prohibited or require the consent or approval of any Governmental Authority (and such consent or approval

has not been obtained), as set forth in any rule or regulation of such Governmental Authority.

(b) A “.” at the end of the definition of “Excluded Property” in Section 1.01 of the Credit Agreement is hereby replaced with the word “and”, and the following clause (e) is hereby added after clause (d) in such definition to read as follows:

(e) the Capital Stock of any Regulated Subsidiary prior to obtaining the receipt of the approvals and/or consents required by Section 7.16 with respect to such Regulated Subsidiary.

(c) The definition of “Guarantors” in Section 1.01 of the Credit Agreement is hereby amended to read as follows:

“Guarantors” means each Domestic Subsidiary of the Borrower and each other Person that joins as a Guarantor pursuant to Section 7.12, together with their successors and permitted assigns; provided that no Regulated Subsidiary shall be a Guarantor prior to obtaining the receipt of the approvals and/or consents required by Section 7.16 with respect to such Regulated Subsidiary.

(d) Section 6.03 of the Credit Agreement is hereby amended to read as follows:

6.03 Governmental Authorization; Other Consents.

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person in respect to any material Contractual Obligation is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document other than (a) those that have already been obtained and are in full force and effect, (b) filings to perfect the Liens created by the Collateral Documents and (c) the required approval, if any, of (i) the applicable Governmental Authorities with respect to the pledge or transfer of Capital Stock of any Regulated Subsidiary, including pursuant to the terms and conditions of the Pledge Agreement and (ii) the United States Federal Communications Commission with respect to the transfer of Capital Stock of M.J. Electric, Inc., including pursuant to the terms and conditions of the Pledge Agreement.

(e) The following new Section 6.24 is hereby added at the end of Article VI of the Credit Agreement to read as follows:

6.24 Regulated Subsidiaries.

As of the First Amendment Effective Date, no Subsidiary of the Borrower (other than Sunesys, Inc. and Sunesys of Virginia, Inc.) is a Regulated Subsidiary.

(f) The language preceding clause (a) in Section 7.12 of the Credit Agreement is hereby amended to read as follows:

Within forty-five (45) days (x) after the acquisition or formation of any Subsidiary (other than a Regulated Subsidiary) or (y) with respect to any Regulated Subsidiary, after obtaining the receipt of the approvals and/or consents required by Section 7.16:

(g) The language preceding clause (i) in Section 7.14 of the Credit Agreement is hereby amended to read as follows:

Subject to the provisions of Section 7.12, each Loan Party will

(h) The following new Section 7.16 is hereby added at the end of Article VII of the Credit Agreement to read as follows:

7.16 Regulated Subsidiaries.

(a) Within a reasonable period of time following the First Amendment Effective Date (not to exceed fifteen days), commence to diligently pursue, on a commercially reasonable basis, all required approvals and consents from each applicable Governmental Authority so that (i) each Regulated Subsidiary existing as of the First Amendment Effective Date may execute and deliver to the Administrative Agent a Joinder Agreement and such other documents required by Section 7.12 and Section 7.14 and (ii) to the extent required by Section 7.14, each parent of such Regulated Subsidiary may pledge the Capital Stock of such Regulated Subsidiary to the Administrative Agent to secure the Obligations pursuant to the Collateral Documents and (b) within a reasonable period of time following the formation or acquisition of any Regulated Subsidiary after the First Amendment Effective Date (not to exceed fifteen days), commence to diligently pursue, on a commercially reasonable basis, all required approvals and consents from each applicable Governmental Authority so that (i) such Regulated Subsidiary may execute and deliver to the Administrative Agent a Joinder Agreement and such other documents required by Section 7.12 and Section 7.14 and (ii) to the extent required by Section 7.14, each parent of such Regulated Subsidiary may pledge the Capital Stock of such Regulated Subsidiary to the Administrative Agent to secure the Obligations pursuant to the Collateral Documents.

(i) Section 8.01(q) of the Credit Agreement is hereby amended to read as follows:

(q) (i) Liens in favor of the Surety on the Surety Priority Collateral arising pursuant to any of the Surety Credit Documents provided that such Liens remain subject to the terms of the Intercreditor Agreement, (ii) Liens (provided that those of the Surety shall be subject to the terms of the Intercreditor Agreement) arising as a matter of law which secure the obligations of the Borrower or any Subsidiary under any surety bond provided in the ordinary course of business and (iii) Liens in favor of Arch Insurance Company or any subsidiary or affiliate of Arch Insurance Company or any of their respective co-sureties or reinsurers which secure the obligations of InfraSource Services or any of its Subsidiaries under those certain surety bonds identified on Schedule 8.03(e); and

(j) Section 8.02(c) of the Credit Agreement is hereby amended to read as follows:

(c) Investments in any Person that is a Loan Party;

(k) Section 8.03(e) of the Credit Agreement is hereby amended to read as follows:

(e) (i) obligations of the Borrower or any Subsidiary under surety bonds provided in the ordinary course of business, (ii) obligations of the Borrower and its Subsidiaries under the Surety Credit Documents; provided that such obligations are subject to the terms of the Intercreditor Agreement and (iii) obligations of InfraSource Services or any of its Subsidiaries with respect to the surety bonds identified on Schedule 8.03(e), it being understood and agreed that such surety bonds identified on Schedule 8.03(e) shall not be renewed or extended;

(l) Schedule 1.01(a) of the Credit Agreement is hereby amended to add the following language at the end of such Schedule:

9. The Capital Stock in or all or substantially all of the assets of Environmental Professional Associates, Limited.

(m) A new Schedule 8.03(e) is hereby added to the Credit Agreement to read as provided on Schedule 8.03(e) attached hereto.

2. Pledge Agreement. The Lenders hereby consent to and approve the terms of the First Amendment to Amended and Restated Pledge Agreement dated as of the date hereof among the Loan Parties and the Administrative Agent (the "First Amendment to Pledge Agreement"), a copy of which is attached hereto as Exhibit A. By execution hereof, the Lenders authorize and direct the Administrative Agent to execute the First Amendment to Pledge Agreement on behalf of the Lenders.

3. Conditions Precedent. This First Amendment shall be effective immediately upon satisfaction of the following conditions precedent:

(a) Receipt by the Administrative Agent of counterparts of this First Amendment duly executed by each of the Borrower, the Guarantors, the Required Lenders and Bank of America, N.A., as Administrative Agent.

(b) Receipt by the Administrative Agent of a Pro Forma Compliance Certificate demonstrating that, upon giving effect to the Merger on a Pro Forma Basis, the Loan Parties are in compliance with the financial covenants set forth in Section 8.11(b) and (c) of the Credit Agreement as of the most recent fiscal quarter for which the Borrower has delivered financial statements pursuant to Section 7.01(a) or (b) of the Credit Agreement.

(c) The contemporaneous consummation of the Merger in compliance with applicable law and regulatory approvals in accordance with the terms of the Merger Agreement (it being agreed that promptly upon the consummation of the Merger, the Borrower shall deliver to the Administrative Agent a copy of the certificate of merger evidencing the consummation of the Merger).

4. Miscellaneous.

(a) The Credit Agreement and the obligations of the Loan Parties thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms.



(b) Upon the effectiveness of this First 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 First Amendment.

(c) Each Guarantor (a) acknowledges and consents to all of the terms and conditions of this First Amendment, (b) affirms all of its obligations under the Loan Documents and (c) agrees that this First Amendment and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Credit Agreement or the other Loan Documents.

(d) The Borrower and the Guarantors hereby represent and warrant as follows:

(i) Each Loan Party has taken all necessary action to authorize the execution, delivery and performance of this First Amendment;

(ii) This First Amendment has been duly executed and delivered by the Loan Parties and constitutes each of the Loan Parties’ legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (A) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors’ rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity); and

(iii) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by any Loan Party of this First Amendment.

(e) The Loan Parties represent and warrant to the Lenders that (i) the representations and warranties of the Loan Parties set forth in Article VI of the Credit Agreement and in each other Loan Document are true and correct in all material respects as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date and (ii) no event has occurred and is continuing which constitutes a Default or an Event of Default.

(f) This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this First Amendment by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

**(g) THIS FIRST AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date first above written.

BORROWER:

QUANTA SERVICES, INC.,  
a Delaware corporation

By: /s/ NICHOLAS M. GRINDSTAFF  
Name: Nicholas M. Grindstaff  
Title: Treasurer

GUARANTORS:

ARBY CONSTRUCTION, INC.  
AUSTIN TRENCHER, INC.  
CCLC, INC.  
CONTI COMMUNICATIONS, INC.  
CROCE ELECTRIC COMPANY, INC.  
DILLARD SMITH CONSTRUCTION COMPANY  
DRIFTWOOD ELECTRICAL CONTRACTORS, INC.  
GLOBAL ENERCOM MANAGEMENT, INC.  
GOLDEN STATE UTILITY CO.  
H.L. CHAPMAN PIPELINE CONSTRUCTION, INC.  
MANUEL BROS., INC.  
MEARS GROUP, INC.  
NETWORK ELECTRIC COMPANY  
NORTH SKY COMMUNICATIONS, INC.  
PARKSIDE SITE & UTILITY COMPANY CORPORATION  
PARKSIDE UTILITY CONSTRUCTION CORP.  
PWR FINANCIAL COMPANY  
QPC, INC.  
QSI, INC.  
QUANTA DELAWARE, INC.  
QUANTA GOVERNMENT SERVICES, INC.  
QUANTA GOVERNMENT SOLUTIONS, 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.

By: /s/ NICHOLAS M. GRINDSTAFF  
Name: Nicholas M. Grindstaff  
Title: Treasurer

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 MS ACQUISITION, INC.  
QUANTA SERVICES CONTRACTING, INC.  
QUANTA UNDERGROUND SERVICES, INC.  
QUANTA UTILITY INSTALLATION  
COMPANY, INC.  
QUANTA UTILITY SERVICES-GULF STATES, INC.  
QUANTA WIRELESS SOLUTIONS, INC.  
R.A. WAFFENSMITH & CO., INC.  
SPALJ CONSTRUCTION COMPANY  
SUMTER UTILITIES, INC.  
TOM ALLEN CONSTRUCTION COMPANY  
TTGP, INC.  
TTLP, INC.  
UNDERGROUND CONSTRUCTION CO., INC.  
UTILITY LINE MANAGEMENT SERVICES, INC.  
VCI TELCOM, INC.  
W.C. COMMUNICATIONS, INC.,  
ADVANCED TECHNOLOGIES AND INSTALLATION CORPORATION  
ALLTECK LINE CONTRACTORS (USA), INC.  
POTELCO, INC.  
BRADFORD BROTHERS, INCORPORATED  
TTM, INC.  
CMI SERVICES, INC.  
TRAWICK CONSTRUCTION COMPANY, INC.  
FIBER TECHNOLOGIES, INC.  
ENVIRONMENTAL PROFESSIONAL ASSOCIATES, LIMITED  
FIVE POINTS CONSTRUCTION CO.  
MEJIA PERSONNEL SERVICES, INC.  
SOUTHWEST TRENCHING COMPANY, INC.  
INTERMOUNTAIN ELECTRIC, INC.  
IRBY CONSTRUCTION COMPANY  
  
METRO UNDERGROUND SERVICES, INC. OF ILLINOIS  
PROFESSIONAL TELECONCEPTS, INC.

By: /s/ NICHOLAS M. GRINDSTAFF  
Name: Nicholas M. Grindstaff  
Title: Treasurer

PAR ELECTRICAL CONTRACTORS, INC.  
PROFESSIONAL TELECONCEPTS, INC.  
THE RYAN COMPANY, INC.

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff

Title: Treasurer

QDE LLC

By: PWR Financial Company,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff

Title: Treasurer

QUANTA ASSET MANAGEMENT LLC

By: QSI, Inc., its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff

Title: Treasurer

TOTAL QUALITY MANAGEMENT SERVICES, LLC

By: Environmental Professional Associates,  
Limited, its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff

Title: Treasurer

QUANTA UTILITY SERVICES, LLC

By: Mejia Personnel Services, Inc.,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff  
Title: Treasurer

TJADER, L.L.C.

OKAY CONSTRUCTION COMPANY, LLC

By: Spalj Construction Company,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff  
Title: Treasurer

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/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff  
Title: Treasurer

S.K.S. PIPELINERS, LLC

By: Arby Construction, Inc.,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff  
Title: Treasurer

TNS-VA, LLC

By: Professional Teleconcepts, Inc.,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff  
Title: Treasurer

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/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff  
Title: Treasurer

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

By: QSI, Inc.,  
its general partner

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff  
Title: Treasurer

TRANS TECH ELECTRIC, L.P.

By: TTGP, Inc.,  
its general partner

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff  
Title: Treasurer

PWR NETWORK, LLC

By: PWR Financial Company,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff  
Title: Treasurer

QUANTA RECEIVABLES, LP

By: PWR Network, LLC,  
its general partner

By: PWR Financial Company,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff  
Title: Treasurer

SPECTRUM CONSTRUCTION CONTRACTING, L.L.C.

By: Conti Communications, Inc.,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff  
Title: Treasurer

ADMINISTRATIVE  
AGENT:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: /s/ KRISTINE THENNES

Name: Kristine Thennes

Title: Vice President



LENDERS:

BANK OF AMERICA, N.A.,

By: /s/ GARY L. MINGLE

Name: Gary L. Mingle

Title: Senior Vice-President

LENDERS:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: /s/ MICHAEL R. QUIRAY

Name: Michael R. Quiray

Title: Vice President

LENDERS:

WELLS FARGO BANK, N.A.

By: /s/ H. MICHAEL SULTANIK

Name: H. Michael Sultanik

Title: Vice President

LENDERS:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH

By: /s/ VANESSA GOMEZ

Name: Vanessa Gomez

Title: Vice President

By: /s/ NUPUR KUMAR

Name: Nupur Kumar

Title: Associate

LENDERS:

COMPASS BANK

By: /s/ TOM BROSIG

Name: Tom Brosig

Title: Senior Vice President

LENDERS:

MB FINANCIAL BANK, N.A. (F/N/A OAK BROOK BANK)

By: /s/ HENRY WESSEL

Name: Henry Wessel

Title: Vice President

LENDERS:

FIRSTRUST BANK

By: /s/ ELLEN FRANK

Name: Ellen Frank

Title: Vice President

LENDERS:

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

By: /s/ BRIAN N. THOMAS

Name: Brian N. Thomas

Title: Vice President



LENDERS:

WEBSTER BANK, NATIONAL ASSOCIATION

By: /s/ JOHN GILSENAN

Name: John Gilsenan

Title: Vice President

LENDERS:

NORTH FORK BUSINESS CAPITAL CORPORATION

By: /s/ RON WALKER

Name: Ron Walker

Title: Vice President

LENDERS:

[CALYON NEW YORK BRANCH]

By: /s/ ROBERT NELSON

Name: Robert Nelson

Title: Managing Director

By: /s/ BRIAN MYERS

Name: Brian Myers

Title: Managing Director

LENDERS:

MIDFIRST BANK

By: /s/ SHAWN D. BREWER

Name: Shawn D. Brewer

Title: Vice President

Exhibit A

FIRST AMENDMENT TO AMENDED AND RESTATED PLEDGE AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED PLEDGE AGREEMENT dated as of \_\_\_\_\_ (the "First Amendment") is entered into by and among the parties identified as "Pledgors" on the signature pages attached hereto and Bank of America, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), for the ratable benefit of the holders of the Secured Obligations (as defined in the Pledge Agreement (as defined below)), and amends the Pledge Agreement (as defined below). All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, Quanta Services, Inc., a Delaware corporation (the "Borrower"), the Guarantors, the Lenders and the Administrative Agent have entered into that certain Amended and Restated Credit Agreement dated as of June 12, 2006 (as amended by the First Amendment to Amended and Restated Credit Agreement dated as of even date herewith (the "First Amendment to Credit Agreement"), and as further amended and modified from time to time, the "Credit Agreement");

WHEREAS, the Pledgors and the Administrative Agent have entered into that certain Amended and Restated Pledge Agreement dated as of June 12, 2006 (as amended and modified from time to time, the "Pledge Agreement");

WHEREAS, the Borrower has entered into that certain Agreement and Plan of Merger, dated as of March 18, 2007, by and among the Borrower, Quanta MS Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of the Borrower ("Merger Sub"), and InfraSource Services, Inc. ("InfraSource Services"), pursuant to which Merger Sub will merge with and into InfraSource Services (the "Merger");

WHEREAS, as a result of the Merger, InfraSource Services and InfraSource Incorporated will become Subsidiaries of the Borrower at the effective time of the Merger; and

WHEREAS, the Borrower has requested that the Lenders amend the Pledge Agreement as set forth below;

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

1. Amendments.

(a) The introductory paragraph of Section 2.1 of the Pledge Agreement is hereby amended and restated to read in its entirety as follows:

2.1 Security Interest and Pledge. Subject to the terms of this Agreement and the Credit Agreement, and to secure the Secured Obligations, each Pledgor hereby pledges, assigns, grants, conveys and transfers to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations a continuing first priority security interest in, and a right of set-off against, any and all of such Pledgor's rights,

title and interest in, to and under the following property, whether now existing or owned, acquired or arising hereafter (collectively, the Collateral):

(b) Section 2.1(a) of the Pledge Agreement is hereby amended and restated to read in its entirety as follows:

(a) all of the shares of Capital Stock in the Persons listed on the attached Schedule 2.1(a) and any other entities which hereafter become Subsidiaries of such Pledgor or any of its Subsidiaries in which such Pledgor has an ownership interest (other than a Regulated Subsidiary, until such time as all approvals and/or consents required by Section 7.16 of the Credit Agreement with respect to such Regulated Subsidiary shall have been obtained) (collectively, the Companies), and the certificates or instruments, if any, representing such Capital Stock and all options and other rights, contractual or otherwise, with respect thereto (collectively, the Pledged Shares);

(c) Section 3.5 of the Pledge Agreement is hereby amended and restated to read in its entirety as follows:

3.5 No Consent. No consent of, or notice to, any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the grant by such Pledgor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by such Pledgor, other than (a) the filing of financing statements and the filing of an investment act notice in connection with the stock of any Subsidiary organized in Canada, (b) with respect to the securities of M.J. Electric, Inc., the approval of the Federal Communications Commission would be required if the securities are transferred through foreclosure or otherwise, and (c) (i) if the New Jersey Board of Public Utilities ("NJBPU") asserts jurisdiction, the pledge of the stock of Sunesys, Inc. may require the approval of the NJBPU and (ii) with respect to the securities of Sunesys, Inc., certain state public utility commission approvals may be required if the securities are transferred through foreclosure or otherwise, and except for such other consents, notices or filings that have been obtained or made or that as of the date hereof are not required to have been obtained or made and may be obtained or made, as the case may be, when necessary.

2. Conditions Precedent. This First Amendment shall be effective immediately upon satisfaction of the following conditions precedent:

(a) receipt by the Administrative Agent of counterparts of this First Amendment duly executed by each of the Pledgors and the Administrative Agent; and

(b) the First Amendment to Credit Agreement shall have become effective.

3. Miscellaneous.

(a) The Pledge Agreement and the obligations of the Pledgors thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms.

(b) Upon the effectiveness of this First Amendment, each reference in the Pledge Agreement to “this Agreement,” “hereunder” or words of like import shall mean and be a reference to the Pledge Agreement, as affected and amended by this First Amendment.

(c) Each Pledgor (a) acknowledges and consents to all of the terms and conditions of this First Amendment, (b) affirms all of its obligations under the Loan Documents and (c) agrees that this First Amendment and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Pledge Agreement or the other Loan Documents.

(d) The Pledgors hereby represent and warrant as follows:

(i) Each Pledgor has taken all necessary action to authorize the execution, delivery and performance of this First Amendment;

(ii) This First Amendment has been duly executed and delivered by the Pledgors and constitutes each of the Pledgors’ legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (A) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors’ rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity); and

(iii) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by any Pledgor of this First Amendment.

(e) The Pledgors represent and warrant to the Lenders that (i) the representations and warranties of the Pledgors set forth in Section 3 of the Pledge Agreement and in each other Loan Document are true and correct in all material respects as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date and (ii) no event has occurred and is continuing which constitutes a Default or an Event of Default.

(f) This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this First Amendment by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

**(g) THIS FIRST AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date first above written.

PLEDGORS:

QUANTA SERVICES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

ARBY CONSTRUCTION, INC.  
AUSTIN TRENCHER, INC.  
CCLC, INC.  
CONTI COMMUNICATIONS, INC.  
CROCE ELECTRIC COMPANY, INC.  
DILLARD SMITH CONSTRUCTION COMPANY  
DRIFTWOOD ELECTRICAL CONTRACTORS, INC.  
GLOBAL ENERCOM MANAGEMENT, INC.  
GOLDEN STATE UTILITY CO.  
H.L. CHAPMAN PIPELINE CONSTRUCTION, INC.  
MANUEL BROS., INC.  
MEARS GROUP, INC.  
NETWORK ELECTRIC COMPANY  
NORTH SKY COMMUNICATIONS, INC.  
PARKSIDE SITE & UTILITY COMPANY CORPORATION  
PARKSIDE UTILITY CONSTRUCTION CORP.  
PWR FINANCIAL COMPANY  
QPC, INC.  
QSI, INC.  
QUANTA DELAWARE, INC.  
QUANTA GOVERNMENT SERVICES, INC.  
QUANTA GOVERNMENT SOLUTIONS, 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.

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer



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 MS ACQUISITION, INC.  
QUANTA SERVICES CONTRACTING, INC.  
QUANTA UNDERGROUND SERVICES, INC.  
QUANTA UTILITY INSTALLATION COMPANY, INC.  
QUANTA UTILITY SERVICES-GULF STATES, INC.  
QUANTA WIRELESS SOLUTIONS, INC.  
R.A. WAFFENSMITH & CO., INC.  
SPALJ CONSTRUCTION COMPANY  
SUMTER UTILITIES, INC.  
TOM ALLEN CONSTRUCTION COMPANY  
TTGP, INC.  
TTLP, INC.  
UNDERGROUND CONSTRUCTION CO., INC.  
UTILITY LINE MANAGEMENT SERVICES, INC.  
VCI TELCOM, INC.  
W.C. COMMUNICATIONS, INC.,  
ADVANCED TECHNOLOGIES AND INSTALLATION CORPORATION  
ALLTECK LINE CONTRACTORS (USA), INC.  
POTELCO, INC.  
BRADFORD BROTHERS, INCORPORATED  
TTM, INC.  
CMI SERVICES, INC.  
TRAWICK CONSTRUCTION COMPANY, INC.  
FIBER TECHNOLOGIES, INC.  
ENVIRONMENTAL PROFESSIONAL ASSOCIATES, LIMITED  
FIVE POINTS CONSTRUCTION CO.  
MEJIA PERSONNEL SERVICES, INC.  
SOUTHWEST TRENCHING COMPANY, INC.  
INTERMOUNTAIN ELECTRIC, INC.  
IRBY CONSTRUCTION COMPANY  
METRO UNDERGROUND SERVICES, INC. OF ILLINOIS  
PROFESSIONAL TELECONCEPTS, INC.

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

PAR ELECTRICAL CONTRACTORS, INC.  
PROFESSIONAL TELECONCEPTS, INC.  
THE RYAN COMPANY, INC.

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

QDE LLC

By: PWR Financial Company,  
its sole member

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

QUANTA ASSET MANAGEMENT LLC

By: QSI, Inc.,  
its sole member

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

TOTAL QUALITY MANAGEMENT SERVICES, LLC

By: Environmental Professional Associates,  
Limited, its sole member

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

QUANTA UTILITY SERVICES, LLC

By: Mejia Personnel Services, Inc.,  
its sole member

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

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

By: Spalj Construction Company,  
its sole member

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

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: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

S.K.S. PIPELINERS, LLC

By: Arby Construction, Inc.,  
its sole member

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

TNS-VA, LLC

By: Professional Teleconcepts, Inc., its sole member

By: \_\_\_\_\_

Name: Nicholas M. Grindstaff

Title: Treasurer

NORTH HOUSTON POLE LINE, L.P.

LINDSEY ELECTRIC, L.P.

DIGCO UTILITY CONSTRUCTION, L.P.

By: Mejia Personnel Services, Inc.,  
its general partner

By: \_\_\_\_\_

Name: Nicholas M. Grindstaff

Title: Treasurer

QUANTA SERVICES MANAGEMENT PARTNERSHIP, L.P.

QUANTA ASSOCIATES, L.P.

By: QSI, Inc.,  
its general partner

By: \_\_\_\_\_

Name: Nicholas M. Grindstaff

Title: Treasurer

TRANS TECH ELECTRIC, L.P.

By: TTGP, Inc.,  
its general partner

By: \_\_\_\_\_

Name: Nicholas M. Grindstaff

Title: Treasurer

PWR NETWORK, LLC

By: PWR Financial Company,  
its sole member

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

QUANTA RECEIVABLES, LP

By: PWR Network, LLC,  
its general partner

By: PWR Financial Company,  
its sole member

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

SPECTRUM CONSTRUCTION CONTRACTING, L.L.C.

By: Conti Communications, Inc.,  
its sole member

By: \_\_\_\_\_  
Name: Nicholas M. Grindstaff  
Title: Treasurer

ADMINISTRATIVE  
AGENT:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: \_\_\_\_\_

Name: Charlene Wright-Jones

Title: Assistant Vice President

## FIRST AMENDMENT TO AMENDED AND RESTATED PLEDGE AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED PLEDGE AGREEMENT dated as of August 30, 2007 (the "First Amendment") is entered into by and among the parties identified as "Pledgors" on the signature pages attached hereto and Bank of America, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), for the ratable benefit of the holders of the Secured Obligations (as defined in the Pledge Agreement (as defined below)), and amends the Pledge Agreement (as defined below). All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, Quanta Services, Inc., a Delaware corporation (the "Borrower"), the Guarantors, the Lenders and the Administrative Agent have entered into that certain Amended and Restated Credit Agreement dated as of June 12, 2006 (as amended by the First Amendment to Amended and Restated Credit Agreement dated as of even date herewith (the "First Amendment to Credit Agreement"), and as further amended and modified from time to time, the "Credit Agreement");

WHEREAS, the Pledgors and the Administrative Agent have entered into that certain Amended and Restated Pledge Agreement dated as of June 12, 2006 (as amended and modified from time to time, the "Pledge Agreement");

WHEREAS, the Borrower has entered into that certain Agreement and Plan of Merger, dated as of March 18, 2007, by and among the Borrower, Quanta MS Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of the Borrower ("Merger Sub"), and InfraSource Services, Inc. ("InfraSource Services"), pursuant to which Merger Sub will merge with and into InfraSource Services (the "Merger");

WHEREAS, as a result of the Merger, InfraSource Services and InfraSource Incorporated will become Subsidiaries of the Borrower at the effective time of the Merger; and

WHEREAS, the Borrower has requested that the Lenders amend the Pledge Agreement as set forth below;

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

1. Amendments.

(a) The introductory paragraph of Section 2.1 of the Pledge Agreement is hereby amended and restated to read in its entirety as follows:

2.1 Security Interest and Pledge. Subject to the terms of this Agreement and the Credit Agreement, and to secure the Secured Obligations, each Pledgor hereby pledges, assigns, grants, conveys and transfers to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations a continuing first priority security interest in, and a right of set-off against, any and all of such Pledgor's rights, title and

interest in, to and under the following property, whether now existing or owned, acquired or arising hereafter (collectively, the "Collateral"):

(b) Section 2.1(a) of the Pledge Agreement is hereby amended and restated to read in its entirety as follows:

- (a) all of the shares of Capital Stock in the Persons listed on the attached Schedule 2.1(a) and any other entities which hereafter become Subsidiaries of such Pledgor or any of its Subsidiaries in which such Pledgor has an ownership interest (other than a Regulated Subsidiary, until such time as all approvals and/or consents required by Section 7.16 of the Credit Agreement with respect to such Regulated Subsidiary shall have been obtained) (collectively, the "Companies"), and the certificates or instruments, if any, representing such Capital Stock and all options and other rights, contractual or otherwise, with respect thereto (collectively, the "Pledged Shares");

(c) Section 3.5 of the Pledge Agreement is hereby amended and restated to read in its entirety as follows:

3.5 No Consent. No consent of, or notice to, any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the grant by such Pledgor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by such Pledgor, other than (a) the filing of financing statements and the filing of an investment act notice in connection with the stock of any Subsidiary organized in Canada, (b) with respect to the securities of M.J. Electric, Inc., the approval of the Federal Communications Commission would be required if the securities are transferred through foreclosure or otherwise, and (c) (i) if the New Jersey Board of Public Utilities ("NJBPU") asserts jurisdiction, the pledge of the stock of Sunesys, Inc. may require the approval of the NJBPU and (ii) with respect to the securities of Sunesys, Inc., certain state public utility commission approvals may be required if the securities are transferred through foreclosure or otherwise, and except for such other consents, notices or filings that have been obtained or made or that as of the date hereof are not required to have been obtained or made and may be obtained or made, as the case may be, when necessary.

2. Conditions Precedent. This First Amendment shall be effective immediately upon satisfaction of the following conditions precedent:

- (a) receipt by the Administrative Agent of counterparts of this First Amendment duly executed by each of the Pledgors and the Administrative Agent; and
- (b) the First Amendment to Credit Agreement shall have become effective.

3. Miscellaneous.

- (a) The Pledge Agreement and the obligations of the Pledgors thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms.



(b) Upon the effectiveness of this First Amendment, each reference in the Pledge Agreement to “this Agreement,” “hereunder” or words of like import shall mean and be a reference to the Pledge Agreement, as affected and amended by this First Amendment.

(c) Each Pledgor (a) acknowledges and consents to all of the terms and conditions of this First Amendment, (b) affirms all of its obligations under the Loan Documents and (c) agrees that this First Amendment and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Pledge Agreement or the other Loan Documents.

(d) The Pledgors hereby represent and warrant as follows:

(i) Each Pledgor has taken all necessary action to authorize the execution, delivery and performance of this First Amendment;

(ii) This First Amendment has been duly executed and delivered by the Pledgors and constitutes each of the Pledgors’ legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (A) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors’ rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity); and

(iii) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by any Pledgor of this First Amendment.

(e) The Pledgors represent and warrant to the Lenders that (i) the representations and warranties of the Pledgors set forth in Section 3 of the Pledge Agreement and in each other Loan Document are true and correct in all material respects as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date and (ii) no event has occurred and is continuing which constitutes a Default or an Event of Default.

(f) This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this First Amendment by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

**(g) THIS FIRST AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date first above written.

PLEDGORS:

QUANTA SERVICES, INC.,  
a Delaware corporation

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff

Title: Treasurer

ARBY CONSTRUCTION, INC.  
AUSTIN TRENCHER, INC.  
CCLC, INC.  
CONTI COMMUNICATIONS, INC.  
CROCE ELECTRIC COMPANY, INC.  
DILLARD SMITH CONSTRUCTION COMPANY  
DRIFTWOOD ELECTRICAL CONTRACTORS, INC.  
GLOBAL ENERCOM MANAGEMENT, INC.  
GOLDEN STATE UTILITY CO.  
H.L. CHAPMAN PIPELINE CONSTRUCTION, INC.  
MANUEL BROS., INC.  
MEARS GROUP, INC.  
NETWORK ELECTRIC COMPANY  
NORTH SKY COMMUNICATIONS, INC.  
PARKSIDE SITE & UTILITY COMPANY  
CORPORATION  
PARKSIDE UTILITY CONSTRUCTION CORP.  
PWR FINANCIAL COMPANY  
QPC, INC.  
QSI, INC.  
QUANTA DELAWARE, INC.  
QUANTA GOVERNMENT SERVICES, INC.  
QUANTA GOVERNMENT SOLUTIONS, 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.

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff

Title: Treasurer

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 MS ACQUISITION, INC.  
QUANTA SERVICES CONTRACTING, INC.  
QUANTA UNDERGROUND SERVICES, INC.  
QUANTA UTILITY INSTALLATION COMPANY, INC.  
QUANTA UTILITY SERVICES-GULF STATES, INC.  
QUANTA WIRELESS SOLUTIONS, INC.  
R.A. WAFFENSMITH & CO., INC.  
SPALJ CONSTRUCTION COMPANY  
SUMTER UTILITIES, INC.  
TOM ALLEN CONSTRUCTION COMPANY  
TTGP, INC.  
TTLP, INC.  
UNDERGROUND CONSTRUCTION CO., INC.  
UTILITY LINE MANAGEMENT SERVICES, INC.  
VCI TELCOM, INC.  
W.C. COMMUNICATIONS, INC.,  
ADVANCED TECHNOLOGIES AND INSTALLATION  
CORPORATION  
ALLTECK LINE CONTRACTORS (USA), INC.  
POTELCO, INC.  
BRADFORD BROTHERS, INCORPORATED  
TTM, INC.  
CMI SERVICES, INC.  
TRAWICK CONSTRUCTION COMPANY, INC.  
FIBER TECHNOLOGIES, INC.  
ENVIRONMENTAL PROFESSIONAL ASSOCIATES,  
LIMITED  
FIVE POINTS CONSTRUCTION CO.  
MEJIA PERSONNEL SERVICES, INC.  
SOUTHWEST TRENCHING COMPANY, INC.  
INTERMOUNTAIN ELECTRIC, INC.  
IRBY CONSTRUCTION COMPANY  
METRO UNDERGROUND SERVICES, INC. OF  
ILLINOIS  
PROFESSIONAL TELECONCEPTS, INC.

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff

Title: Treasurer

PAR ELECTRICAL CONTRACTORS, INC.  
PROFESSIONAL TELECONCEPTS, INC.  
THE RYAN COMPANY, INC.

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff

Title: Treasurer

QDE LLC

By: PWR Financial Company,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff

Title: Treasurer

QUANTA ASSET MANAGEMENT LLC

By: QSI, Inc.,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff

Title: Treasurer

TOTAL QUALITY MANAGEMENT SERVICES, LLC

By: Environmental Professional Associates, Limited, its sole member

By: /s/ NICHOLAS M. GRINDSTAFF

Name: Nicholas M. Grindstaff

Title: Treasurer

QUANTA UTILITY SERVICES, LLC

By: Mejia Personnel Services, Inc.,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF \_\_\_\_\_

Name: Nicholas M. Grindstaff

Title: Treasurer

TJADER, L.L.C.

OKAY CONSTRUCTION COMPANY, LLC

By: Spalj Construction Company,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF \_\_\_\_\_

Name: Nicholas M. Grindstaff

Title: Treasurer

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/ NICHOLAS M. GRINDSTAFF \_\_\_\_\_

Name: Nicholas M. Grindstaff

Title: Treasurer

S.K.S. PIPELINERS, LLC

By: Arby Construction, Inc.,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF \_\_\_\_\_

Name: Nicholas M. Grindstaff

Title: Treasurer

TNS-VA, LLC

By: Professional Teleconcepts, Inc.,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF  
Name: Nicholas M. Grindstaff  
Title: Treasurer

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/ NICHOLAS M. GRINDSTAFF  
Name: Nicholas M. Grindstaff  
Title: Treasurer

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

By: QSI, Inc.,  
its general partner

By: /s/ NICHOLAS M. GRINDSTAFF  
Name: Nicholas M. Grindstaff  
Title: Treasurer

TRANS TECH ELECTRIC, L.P.

By: TTGP, Inc.,  
its general partner

By: /s/ NICHOLAS M. GRINDSTAFF  
Name: Nicholas M. Grindstaff  
Title: Treasurer

PWR NETWORK, LLC

By: PWR Financial Company,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF \_\_\_\_\_

Name: Nicholas M. Grindstaff

Title: Treasurer

QUANTA RECEIVABLES, LP

By: PWR Network, LLC,  
its general partner

By: PWR Financial Company,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF \_\_\_\_\_

Name: Nicholas M. Grindstaff

Title: Treasurer

SPECTRUM CONSTRUCTION  
CONTRACTING, L.L.C.

By: Conti Communications, Inc.,  
its sole member

By: /s/ NICHOLAS M. GRINDSTAFF \_\_\_\_\_

Name: Nicholas M. Grindstaff

Title: Treasurer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: /s/ CHARLENE WRIGHT-JONES

Name: Charlene Wright-Jones

Title: Assistant Vice President



**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Agreement") is made on August 30, 2007 by and between InfraSource Services, Inc., a Delaware corporation (the "Company") and Quanta Services, Inc., a Delaware corporation ("Parent") with respect to the Company's 2003 Omnibus Stock Incentive Plan and 2004 Omnibus Stock Incentive Plan (collectively, the "Plans") and the options ("Company Options") to acquire shares of the Common Stock of the Company, par value \$0.001 per share ("Company Common Stock") and restricted shares of the Company Common Stock that have been issued thereunder ("Company Restricted Shares") and, together with Company Options, the "Stock Awards").

**WHEREAS**, the Company, Parent, and Quanta MS Acquisition, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"), entered into an Agreement and Plan of Merger dated as of March 18, 2007 (the "Merger Agreement") pursuant to which, effective as of the "Effective Time" (as that term is defined in the Merger Agreement), Merger Sub shall be merged with and into the Company with the Company as the surviving corporation (the "Merger"); and

**WHEREAS**, the respective Board of Directors of the Company and Parent have previously approved the execution of this Agreement; and

**WHEREAS**, upon the Effective Time, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into 1.223 shares of common stock (the "Exchange Ratio") of Parent, par value \$0.00001 per share ("Parent Common Stock") (such stock, the "Merger Consideration"), and all shares of Company Common Stock shall cease to be outstanding and automatically shall be cancelled and cease to exist.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Effective as of, and contingent upon, the Effective Time, the Company hereby assigns to Parent, and Parent hereby assumes, the Plans and all of the rights, powers, obligations, responsibilities and liabilities set forth in the Plans, including, without limitation, the right and responsibility to appoint a committee to administer the Plans.
2. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, each Company Option, whether vested or unvested, that is outstanding and unexercised immediately prior to the Effective Time shall cease to represent a right to purchase shares of Company Common Stock and shall be converted into an option (an "Adjusted Option") to purchase, on the same terms and conditions as applied to each such Company Option immediately prior to the Effective Time (including, without limitation, the same vesting conditions), the number of whole shares of Parent Common Stock that is equal to the number of shares of Company Common Stock subject to such Company Option immediately prior to the Effective Time multiplied by the Exchange Ratio (rounded down to the nearest whole share), at an exercise price per share of Parent Common Stock (rounded up to the nearest whole

penny) equal to the exercise price for each such share of Company Common Stock subject to such Company Option immediately prior to the Effective Time divided by the Exchange Ratio; provided, that the exercise price and the number of shares of Parent Common Stock subject to such Adjusted Option shall be determined in a manner consistent with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). Except as otherwise provided in this Agreement, each Adjusted Option shall continue to be governed by the terms of the Plan and the award agreement pursuant to which it was initially granted.

3. As of the Effective Time, each Company Restricted Share that is outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted into the right to receive (the "Parent Restricted Share Right"), on the same terms and conditions as applied to each such Company Restricted Share immediately prior to the Effective Time (including, without limitation, the same vesting and transfer restrictions), the Merger Consideration; provided, that, upon the lapsing of restrictions with respect to each such Parent Restricted Share Right in accordance with the terms applicable to the corresponding Company Restricted Share immediately prior to the Effective Time, Parent shall be entitled to deduct and withhold such amounts as may be required to be deducted and withheld under the Code and any applicable state or local tax law with respect to the lapsing of such restrictions. Except as otherwise provided in this Agreement, each Parent Restricted Share Right shall continue to be governed by the terms of the Plan and the award agreement pursuant to which it was initially granted.
4. From and after the Effective Time, all references to "Company" in each Plan and in each agreement evidencing any Stock Award shall be deemed to refer to Parent and all references to "Committee" in such Plans and agreements shall refer to the Compensation Committee of Parent, in each case unless Parent determines otherwise.
5. The assignment and assumption and other actions contemplated by this Agreement shall be self-executing and shall become effective as of the Effective Date without any further action by any person; provided that the parties hereto agree to take all such further actions as may be necessary or appropriate to effectuate the terms and intent of this Agreement, including, without limitation, obtaining any required consents from holders of Stock Awards and making any amendments to the Plans and any Stock Awards that are necessary and appropriate to give affect to the transactions contemplated by this Agreement. Parent shall take all action necessary or appropriate to have available for issuance under an effective registration statement filed with the Securities and Exchange Commission a sufficient number of shares of Parent Common Stock for delivery upon exercise of the Adjusted Options.
6. This Agreement may be amended only by written instrument signed by the parties hereto.
7. This Agreement shall be governed by the internal laws of the State of Delaware, determined without reference to the principles of conflicts of laws.

8. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. No person other than the parties hereto and their successors and permitted assigns is intended to be a beneficiary of this Agreement.
9. Notwithstanding anything to the contrary herein, this Agreement shall not become effective until the Effective Date. If the Effective Date does not occur, this Agreement shall be of no force and effect.
10. This Agreement may be executed in counterparts and all so executed counterparts shall constitute one and the same instrument. The parties hereto confirm that any facsimile copy of another partly executed counterpart of this Agreement (or the signature page thereof) shall be deemed an executed original.

[Signature Page Follows]

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

INFRA SOURCE SERVICES, INC.

By: /s/ DAVID R. HELWIG  
Name: David R. Helwig  
Title: President and CEO

QUANTA SERVICES, INC.

By: /s/ TANA L. POOL  
Name: Tana L. Pool  
Title: Vice President and General Counsel

*(Signature Page)*

**AMENDMENT NO. 1  
TO  
AMENDED AND RESTATED MANAGEMENT AGREEMENT**

This Amendment No. 1 (the "Amendment") to the Amended and Restated Management Agreement, dated December 29, 2006 (the "Agreement"), by and between InfraSource Services, Inc., a Delaware corporation (the "Company") and David R. Helwig ("Executive") is made effective as of, and contingent upon, the effective time of the merger contemplated by the Agreement and Plan of Merger dated as of March 18, 2007 entered into by and among Quanta Services, Inc., a Delaware corporation ("Parent"), Quanta MS Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company (the "Merger Agreement").

**WITNESSETH:**

**WHEREAS**, the Company and Executive have previously entered into the Agreement.

**WHEREAS**, the Company and Executive now wish to amend the Agreement to comply with Section 409A of the Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE**, in consideration of the mutual promises, terms, covenants, and conditions set forth herein and the performance of each, it is hereby agreed as follows:

Section 1. Amendments. The Company and Executive hereby amend the Agreement by restating Sections 4(d), 5(c)(i)(A), 5(c)(i)(B), and 5(d)(i)(B) in their entirety, and adding the new Section 20 as follows:

**4. Salary; Incentive Bonus; Reimbursement of Expenses; Other Benefits**

"(d) Reimbursement of Expenses. The Company shall pay or reimburse Executive, in accordance with its normal policies and practices, for all reasonable travel and other out-of-pocket expenses incurred by Executive in performing his obligations under this Agreement. In no event shall Executive be reimbursed for expenses incurred after Executive's separation from service. Any such reimbursement shall be paid no later than thirty (30) days following the Executive's separation from service."

**5. Termination of Employment**

(c) Termination of Executive for Good Reason or by the Company other than as a Result of Executive's Death or Disability or other than for Cause

(i)

"(A) Payment in cash of an amount equal to any unpaid bonus for a year prior to the year of termination, plus the pro-rated share (based on Executive's period of actual employment during the year of Termination) of Executive's target bonus under the AICP for the year in which such termination occurs, such payment to be made on the date such awards are normally paid to Company's executive officers for the year in which such termination

occurs and in accordance with the Company's normal payroll practices and procedures (and no part shall be contributed to a retirement or deferred compensation mechanism); provided that any such payment is made no later than March 15 of the year following the year of termination."

"(B) Cash severance payments equal in the aggregate to two (2) times the sum of (i) Executive's Base Salary at the time of termination and (ii) Executive's target bonus under the AICP for the year in which such termination occurs. The Base Salary component of the severance payment shall be payable in twenty-four (24) equal monthly installments beginning at the end of the first full month following termination of employment; provided that for purposes of Section 409A (as defined in Section 18, below), each monthly payment shall be considered a separate payment. The AICP component of the severance payment shall be considered a separate payment for purposes of Section 409A and shall be payable on the date that the Company normally pays AICP bonuses to executive officers for the year in which termination occurs. Notwithstanding the foregoing, the amount of the cash severance payments that do not exceed two times the lesser of (i) Executive's annual Base Salary plus Executive's target bonus under the AICP for the year preceding the year in which Executive incurs a separation from service, or (ii) the maximum dollar limits under Section 401(a)(17) of the Code for the year in which Executive incurs a separation from service (i.e., for 2007, \$225,000) shall be considered a separate payment for purposes of Section 409A of the Code (the "Safe Harbor Severance Amount") and shall be payable in monthly installments as provided above. The excess of the aggregate cash severance payments described in this Section that are payable during the first six months following Executive's separation from service over the Safe Harbor Severance Amount shall be paid on the first business day of the seventh month following the Executive's separation from service. The cash severance payments that are payable following the first six months following Executive's separation from service shall be payable in monthly installments as provided above."

(d) Termination in Connection with a Change in Control Transaction

(i)

"(B) Cash severance payments equal in the aggregate to two (2) times the sum of (i) Executive's Base Salary at the time of termination and (ii) Executive's target bonus under the AICP for the year in which such termination occurs. The cash severance payments shall be payable following such termination on the eighth day following the date on which Executive executes the "Release" (as defined in Section 5(c)(i), and including the Notice of Resignation attached as an Exhibit thereto); provided that Executive has not revoked the Release during the seven-day period following the date on which such Release was executed and in accordance with the Company's normal payroll practices and procedures (and no part shall be contributed to a retirement or deferred compensation mechanism). Notwithstanding the foregoing, the amount of the cash severance payment that does not exceed two times the lesser of (i) Executive's annual Base Salary plus Executive's target bonus under the AICP for the year preceding the year in which Executive incurs a separation from service, or (ii) the maximum dollar limits under Section 401(a)(17) of the Code for the year in which Executive incurs a separation from service (i.e., for 2007, \$225,000) shall be considered a separate payment for purposes of Section 409A of the Code (the "Safe Harbor Severance Amount") and shall be payable following such termination on the eighth day following the date on which Executive

executes the Release; provided that Executive has not revoked the Release during the seven-day period following the date on which such Release was executed. The excess of the aggregate cash severance payment described in this Section over the Safe Harbor Severance Amount shall be paid on the first business day of the seventh month following the Executive's separation from service *if and only if* Executive has executed (and not revoked) the Release."

"(D) Continuation of Executive's medical and health insurance benefits for a period equal to the lesser of (i) twenty-four (24) months, and (ii) the period ending on the date Executive first becomes entitled to medical and health insurance benefits under any plan maintained by any person for whom Executive provides services as an employee or otherwise. Notwithstanding the foregoing, any medical and health benefits provided to Executive following the period during which Executive is entitled to continuation coverage under Section 4980B of the Internal Revenue Code (COBRA) shall be subject to and paid in accordance with the requirements of Section 409A."

"20. **Termination.** The Company acknowledges that Executive has given notice as required by the Agreement of his intent to terminate employment for Good Reason (as defined in the Agreement) upon the Effective Time (as such term is defined in the Merger Agreement). The Company hereby agrees that Executive has Good Reason to terminate employment hereunder. The Company hereby agrees that Executive's termination shall be deemed to be a "Termination in Connection with a Change in Control Transaction" in accordance with Section 5(d) of this Agreement and, subject to Executive executing (and not revoking) the Release and abiding by the non-competition provision set forth in Section 6(b), Executive shall receive the benefits set forth in Section 5(d)."

**Section 2. Defined Terms.** Except as otherwise expressly provided herein, any capitalized term used in this Amendment that is not defined herein has the meaning ascribed to such term in the Agreement.

**Section 3. No Other Amendment.** Except as otherwise expressly provided in this Amendment, all terms, conditions and provisions of the Agreement are hereby ratified and remain in full force and effect.

**Section 4. Governing Law; Dispute Resolution.** This Amendment and the legal relations thus created between the parties hereto shall be governed by and construed under and in accordance with the laws of the State of Delaware. The parties hereto agree that any dispute arising as to the parties' rights and obligations hereunder, shall, at the election and upon written demand of either party, be submitted to arbitration before a single arbitrator in Wilmington, Delaware under the National Rules for the Resolution of Employment Disputes of the American Arbitration Association.

**Section 5. Entire Agreement.** This Amendment, together with the Agreement, sets forth the entire agreement and understanding of the parties relating to the subject matter herein. No modification of or amendment to this Amendment, nor any waiver of any rights under this Amendment, shall be effective unless given in a writing signed by the party to be charged. This Amendment is effective as of, and contingent upon, the occurrence of the Effective Time and shall be null and void if the Effective Time does not occur.

Section 6. Counterparts. This Amendment may be executed originally or by facsimile signature, in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[ Signature Page Follows]



EXECUTED as of the date set forth above.

**INFRASOURCE SERVICES, INC.**

By: /s/ DEBORAH C. LOFTON

Name: Deborah C. Lofton

Title: Senior Vice President and General Counsel

**EXECUTIVE**

/s/ DAVID R. HELWIG

David R. Helwig

ACKNOWLEDGED AND AGREED ON BEHALF OF QUANTA SERVICES, INC.

By: /s/ JOHN R. COLSON

Name: John R. Colson

Title: Chief Executive Officer

**AMENDMENT NO. 1  
TO  
AMENDED AND RESTATED MANAGEMENT AGREEMENT**

This Amendment No. 1 (the "Amendment") to the Amended and Restated Management Agreement, dated January 15, 2007 (the "Agreement"), by and between InfraSource Services, Inc., a Delaware corporation (the "Company") and Terence R. Montgomery ("Executive") is made effective as of, and contingent upon, the effective time of the merger contemplated by the Agreement and Plan of Merger dated as of March 18, 2007 entered into by and among Quanta Services, Inc., a Delaware corporation ("Parent"), Quanta MS Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company (the "Merger Agreement").

**WITNESSETH:**

**WHEREAS**, the Company and Executive have previously entered into the Agreement.

**WHEREAS**, the Company and Executive now wish to amend the Agreement to comply with Section 409A of the Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE**, in consideration of the mutual promises, terms, covenants, and conditions set forth herein and the performance of each, it is hereby agreed as follows:

Section 1. Amendments. The Company and Executive hereby amend the Agreement by restating Sections 4(d), 5(c)(i)(A), 5(c)(i)(B), and 5(d)(i)(B) in their entirety, and adding the new Sections 20 and 21 as follows:

**4. Salary; Incentive Bonus; Reimbursement of Expenses; Other Benefits**

"(d) Reimbursement of Expenses. The Company shall pay or reimburse Executive, in accordance with its normal policies and practices, for all reasonable travel and other out-of-pocket expenses incurred by Executive in performing his obligations under this Agreement. Any such reimbursement shall be paid no later than thirty (30) days following the Executive's separation from service. In no event shall Executive be reimbursed under this Agreement for expenses incurred after Executive's separation from service."

**5. Termination of Employment.**

(c) Termination of Executive for Good Reason or by the Company other than as a Result of Executive's Death or Disability or other than for Cause

(i)

"(A) Payment in cash of an amount equal to any unpaid bonus for a year prior to the year of termination, plus the pro-rated share (based on Executive's period of actual employment during the year of Termination) of Executive's target bonus under the AICP, such payment to be made on the date such awards are normally paid to

Company's executive officers for the year in which such termination occurs and in accordance with the Company's normal payroll practices and procedures (and no part shall be contributed to a retirement or deferred compensation mechanism); provided that any such payment is made no later than March 15 of the year following the year of termination."

"(B) Cash severance payments equal in the aggregate to two (2) times the sum of (i) Executive's Base Salary at the time of termination and (ii) Executive's target bonus under the AICP for the year in which such termination occurs. The Base Salary component of the severance payment shall be payable in twenty-four (24) equal monthly installments beginning at the end of the first full month following termination of employment; provided that for purposes of Section 409A (as defined in Section 18, below), each monthly payment shall be considered a separate payment. The AICP component of the severance payment shall be considered a separate payment for purposes of Section 409A and shall be payable on the date that the Company normally pays AICP bonuses to executive officers for the year in which termination occurs. Notwithstanding the foregoing, the amount of the cash severance payments that do not exceed two times the lesser of (i) Executive's annual Base Salary plus Executive's target bonus under the AICP for the year preceding the year in which Executive incurs a separation from service, or (ii) the maximum dollar limits under Section 401(a)(17) of the Code for the year in which Executive incurs a separation from service (i.e., for 2007, \$225,000) shall be considered a separate payment for purposes of Section 409A of the Code (the "Safe Harbor Severance Amount") and shall be payable in monthly installments as provided above. The excess of the aggregate cash severance payments described in this Section that are payable during the first six months following Executive's separation from service over the Safe Harbor Severance Amount shall be paid on the first business day of the seventh month following the Executive's separation from service. The cash severance payments that are payable following after the first six months following Executive's separation from service shall be payable in monthly installments as provided above."

(d) Termination in Connection with a Change in Control Transaction

(i)

"(B) Cash severance payments equal in the aggregate to two (2) times the sum of (i) Executive's Base Salary at the time of termination and (ii) Executive's target bonus under the AICP for the year in which such termination occurs. The cash severance payments shall be payable following such termination on the eighth day following the date on which Executive executes the "Release" (as defined in Section 5(c)(i), and including the Notice of Resignation attached as an Exhibit thereto); provided that Executive has not revoked the Release during the seven-day period following the date on which such Release was executed and in accordance with the Company's normal payroll practices and procedures. Notwithstanding the foregoing, the amount of the cash severance payment that does not exceed two times the lesser of (i) Executive's annual Base Salary plus Executive's target bonus under the AICP for the year preceding the year in which Executive incurs a separation from service, or (ii) the maximum dollar limits

under Section 401(a)(17) of the Code for the year in which Executive incurs a separation from service Le. for 2007, \$225,000) shall be considered a separate payment for purposes of Section 409A of the Code (the "Safe Harbor Severance Amount") and shall be payable following such termination on the eighth day following the date on which Executive executes the Release; provided that Executive has not revoked the Release during the seven-day period following the date on which such Release was executed. The excess of the aggregate cash severance payment described in this Section over the Safe Harbor Severance Amount shall be paid on the first business day of the seventh month following the Executive's separation from service *if and only if* Executive has executed (and not revoked) the Release."

"(D) Continuation of Executive's medical and health insurance benefits for a period equal to the lesser of (i) twenty-four (24) months, and (ii) the period ending on the date Executive first becomes entitled to medical and health insurance benefits under any plan maintained by any person for whom Executive provides services as an employee or otherwise. Notwithstanding the foregoing, any medical and health benefits provided to Executive following the period during which Executive is entitled to continuation coverage under Section 4980B of the Internal Revenue Code (COBRA) shall be subject to and paid in accordance with the requirements of Section 409A."

"20. Termination. The Company acknowledges that Executive has given notice as required by the Agreement of his intent to terminate employment for Good Reason (as defined in the Agreement) upon the Effective Time (as such term is defined in the Merger Agreement). The Company hereby agrees that Executive has Good Reason to terminate employment hereunder. The Company hereby agrees that Executive's termination shall be deemed to be a "Termination in Connection with a Change in Control Transaction" in accordance with Section 5(d) of this Agreement and, subject to Executive executing (and not revoking) the Release and abiding by the non-competition provision set forth in Section 6(b), Executive shall receive the benefits set forth in Section 5(d)."

"21. Parachute Payments.

(a) If any amount paid or payable to Executive from the Company is (or would be but for this Section) subject to excise tax ("Excise Tax") under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), and if, but only if, the Net Parachute Amount (as defined below) is less than the Net Capped Amount (as defined below), Executive's entitlements under this Agreement may be reduced at the election of the Executive, as further provided below, by an amount such that the value of all Parachute Payments is equal to and does not exceed the Cap (as defined below). For purposes of this letter:

(i) the "Net Parachute Amount" is (A) Executive's aggregate "parachute payments," as defined under the Code ("Parachute Payments") minus (B) the sum of (i) the aggregate net income taxes (in all applicable jurisdictions) on the Parachute Payments ("Income Taxes") and (ii) the Excise Tax, and

(ii) the “Net Capped Amount” is (C) three times Executive’s “Base Amount” as defined under Section 280G of the Code minus one hundred dollars (\$100.00) (the “Cap”), minus (D) the Income Taxes thereon (the “Net Capped Amount”).

(b) If Executive’s entitlements under the Management Agreement are to be reduced pursuant to Section (a) above, Executive shall have full authority to determine the type and amount of the entitlements which shall be reduced so that such entitlements do not exceed the Cap, but only if and to the extent such discretion does not violate Section 409A of the Code.

(c) The Net Parachute Amount and the Net Capped Amount, shall be determined by an accounting firm that is (i) nationally recognized in the United States, (ii) selected by the Company and reasonably acceptable to Executive, and (iii) is not serving as the Company’s independent auditor at the time such determination is made (the “Accounting Firm”). The Accounting Firm shall provide any other calculations reasonably necessary to enable Executive to make the election described above. The Company shall bear the expense of the Accounting Firm. Executive and the Company agree to supply the Accounting Firm with all financial and tax information necessary to determine such amounts.”

**Section 2. Defined Terms.** Except as otherwise expressly provided herein, any capitalized term used in this Amendment that is not defined herein has the meaning ascribed to such term in the Agreement.

**Section 3. No Other Amendment.** Except as otherwise expressly provided in this Amendment, all terms, conditions and provisions of the Agreement are hereby ratified and remain in full force and effect.

**Section 4. Governing Law; Dispute Resolution.** This Amendment and the legal relations thus created between the parties hereto shall be governed by and construed under and in accordance with the laws of the State of Delaware. The parties hereto agree that any dispute arising as to the parties’ rights and obligations hereunder, shall, at the election and upon written demand of either party, be submitted to arbitration before a single arbitrator in Wilmington, Delaware under the National Rules for the Resolution of Employment Disputes of the American Arbitration Association.

**Section 5. Entire Agreement.** This Amendment, together with the Agreement, sets forth the entire agreement and understanding of the parties relating to the subject matter herein. No modification of or amendment to this Amendment, nor any waiver of any rights under this Amendment, shall be effective unless given in a writing signed by the party to be charged. This Amendment is effective as of, and contingent upon, the occurrence of the Effective Time and shall be null and void if the Effective Time does not occur.

**Section 6. Counterparts.** This Amendment may be executed originally or by facsimile signature, in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument

[Signature Page Follows]

EXECUTED as of the date set forth above.

**INFRA SOURCE SERVICES, INC.**

By: /s/ DAVID R. HELWIG  
Name: David R. Helwig  
Title: Chief Executive Officer, President and Chairman of the Board

**EXECUTIVE**

/s/ TERENCE R. MONTGOMERY  
Terence R. Montgomery

ACKNOWLEDGED AND AGREED ON BEHALF OF QUANTA SERVICES, INC.

By: /s/ JOHN R. COLSON  
Name: John R. Colson  
Title: Chief Executive Officer

**AMENDMENT NO. 1  
TO  
AMENDED AND RESTATED MANAGEMENT AGREEMENT**

This Amendment No. 1 (the "Amendment") to the Amended and Restated Management Agreement, dated January 25, 2007 (the "Agreement"), by and between InfraSource Services, Inc., a Delaware corporation (the "Company") and R. Barry Sauder ("Executive") is made effective as of, and contingent upon, the effective time of the merger contemplated by the Agreement and Plan of Merger dated as of March 18, 2007 entered into by and among Quanta Services, Inc., a Delaware corporation ("Parent"), Quanta MS Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company (the "Merger Agreement").

**WITNESSETH:**

**WHEREAS**, the Company and Executive have previously entered into the Agreement.

**WHEREAS**, the Company and Executive now wish to amend the Agreement to ensure that Executive shall be available to provide transitional services to the Company and Parent for a period of up to forty-five (45) days following the Effective Time (as such term is defined in the Merger Agreement).

**NOW, THEREFORE**, in consideration of the mutual promises, terms, covenants, and conditions set forth herein and the performance of each, it is hereby agreed as follows:

Section 1. Amendments. The Company and Executive hereby amend the Agreement by restating Sections 4(c), 4(d), 5(c)(i)(A), 5(c)(i)(B), 5(c)(ii), 5(d)(i)(B) and 5(d)(i)(D) in their entirety, and adding the new Section 20 as follows:

**4. Salary; Incentive Bonus; Reimbursement of Expenses; Other Benefits**

"(c) Long-Term Incentive Plan (LTIP). Executive shall be entitled to participate in the InfraSource 2004 Omnibus Stock Incentive Plan or successors thereto ("LTIP") pursuant to the terms and conditions of such program as it may exist from time to time, and as it may be amended by the Board in its discretion, provided the awards shall take the form of shares of restricted stock of the Company, options to acquire the Company's common stock or other awards available under the LTIP or any successor thereto, pursuant to the terms and conditions of the LTIP, subject to such terms as the Board (or any duly authorized committee thereof) shall determine in its discretion. Any option granted under the LTIP shall continue to be and become exercisable in accordance with the terms of the related agreements (the "Option Agreements") evidencing such options and Executive shall continue to be able to exercise each such option that has become vested in accordance with the terms of the applicable Option Agreement until the earlier of (1) the expiration of the general term of the option or (2) the date that is the end of the ninety (90) day period beginning on the Executive's separation from service."

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“(d) Reimbursement of Expenses. The Company shall pay or reimburse Executive, in accordance with its normal policies and practices, for all reasonable travel and other out-of-pocket expenses incurred by Executive in performing his obligations under this Agreement. In no event shall Executive be reimbursed for expenses incurred after Executive’s separation from service. Any such reimbursement shall be paid no later than thirty (30) days following Executive’s separation from service.”

5. Termination of Employment

(c) Termination of Executive for Good Reason or by the Company other than as a Result of Executive’s Death or Disability or other than for Cause

(i)

“(A) Payment in cash of an amount equal to any unpaid bonus for a year prior to the year of termination, plus the pro-rated share (based on Executive’s period of actual employment during the year of Termination) of Executive’s target bonus under the AICP, such payment to be made on the date such awards are normally paid to Company’s executive officers for the year in which such termination occurs and in accordance with the Company’s normal payroll practices and procedures (and no part shall be contributed to a retirement or deferred compensation mechanism); provided that such payment is made no later than March 15 following the year of termination.”

“(B) Cash severance payments equal in the aggregate to Executive’s annual Base Salary at the time of termination, payable in twelve (12) equal monthly installments beginning at the end of the first full month following termination of employment. For purposes of Section 409A (as defined in Section 18, below), each monthly payment shall be considered a separate payment.”

“(ii) For purposes of this Agreement, “Good Reason” shall mean (a) a material reduction (without Executive’s express written consent) in Executive’s position or responsibilities, other than in connection with his death, Disability or involuntary termination for Cause, (b) relocation of Executive’s primary place of work more than thirty (30) miles from its current location, or (c) the Company’s material breach of Sections 2, 4 or 5 of this Agreement; provided that Executive has provided the Company written notice of the circumstances constituting Good Reason within ninety (90) days of such circumstances arising and the Company has not cured such breach within thirty (30) days following the date Executive provides such notice. If the Company thereafter intentionally repeats the breach it previously cured, such breach shall no longer be deemed curable.”

(d) Termination in Connection with a Change in Control Transaction

(i)

“(B) Cash severance payments equal in the aggregate to the sum of (i) Executive’s annual Base Salary at the time of termination and (ii) Executive’s target bonus under the AICP for the year in which such termination occurs. The cash severance



payments shall be payable following such termination on the eighth day following the date on which Executive executes the "Release" (as defined in Section 5(c)(i), and including the Notice of Resignation attached as an Exhibit thereto); provided that Executive has not revoked the Release during the seven-day period following the date on which such Release was executed and in accordance with the Company's normal payroll practices and procedures (and no part shall be contributed to a retirement or deferred compensation mechanism). Notwithstanding the foregoing, the amount of the cash severance payment that does not exceed two times the lesser of (i) Executive's annual Base Salary plus the target bonus Executive earned under the AICP for the year preceding the year in which Executive incurs a separation from service, or (ii) the maximum dollar limits under Section 401(a)(17) of the Code for the year in which Executive incurs a separation from service (*i.e.*, for 2007, \$225,000) shall be considered a separate payment for purposes of Section 409A of the Code (the "Safe Harbor Severance Amount") and shall be payable following such termination on the eighth day following the date on which Executive executes the Release; provided that Executive has not revoked the Release during the seven-day period following the date on which such Release was executed. The excess of the aggregate cash severance payment described in this Section over the Safe Harbor Severance Amount shall be paid on the first business day of the seventh month following the Executive's separation from service *if and only if* Executive has executed (and not revoked) the Release."

"(D) Continuation of Executive's medical and health insurance benefits for a period equal to the lesser of (i) twelve (12) months, and (ii) the period ending on the date Executive first becomes entitled to medical and health insurance benefits under any plan maintained by any person for whom Executive provides services as an employee or otherwise. Notwithstanding the foregoing, any medical and health benefits provided to Executive following the period during which Executive is entitled to continuation coverage under Section 4980B of the Internal Revenue Code (COBRA) shall be subject to and paid in accordance with the requirements of Section 409A."

"20. Post-Merger Transition Period. The Company acknowledges that Executive has given notice as required by the Agreement of his intent to terminate employment for Good Reason (as defined in the Agreement) upon the Effective Time (as such term is defined in the Merger Agreement). The Company hereby agrees to not dispute Executive's assertion that Executive has Good Reason to terminate employment hereunder as long as Executive shall remain employed with the Company under the terms of the Agreement for a transitional period of forty-five (45) days following the Effective Time ("Transition Period") and agrees that such Good Reason termination right will continue in full force and effect until the end of the Transition Period, notwithstanding Executive's continued employment by the Company during the Transition Period. The Company hereby agrees that (a) Executive shall be paid Base Salary during the Transition Period in accordance with the Company's regular wage payment procedures and at the rate in effect immediately prior to the Effective Time, (b) unless otherwise expressly agreed in writing by the Company and Executive, the Company shall terminate Executive's employment on the last day of such Transition Period and (c) Executive's termination shall be deemed to be a "Termination in Connection with a Change in Control Transaction" in accordance with Section 5(d) of this Agreement and Executive shall receive the benefits set forth in Section 5(d) payable following such termination on the eighth day following

the date on which Executive executes the Release (subject to the last sentence of Section 5(d)(i)(B)); provided that Executive abides by the non-competition provision in Section 6(b) and has not revoked the Release during the seven-day period following the date on which such Release was executed.”

**Section 2. Defined Terms.** Except as otherwise expressly provided herein, any capitalized term used in this Amendment that is not defined herein has the meaning ascribed to such term in the Agreement.

**Section 3. No Other Amendment.** Except as otherwise expressly provided in this Amendment, all terms, conditions and provisions of the Agreement are hereby ratified and remain in full force and effect.

**Section 4. Governing Law; Dispute Resolution.** This Amendment and the legal relations thus created between the parties hereto shall be governed by and construed under and in accordance with the laws of the State of Delaware. The parties hereto agree that any dispute arising as to the parties’ rights and obligations hereunder, shall, at the election and upon written demand of either party, be submitted to arbitration before a single arbitrator in Wilmington, Delaware under the National Rules for the Resolution of Employment Disputes of the American Arbitration Association.

**Section 5. Entire Agreement.** This Amendment, together with the Agreement, sets forth the entire agreement and understanding of the parties relating to the subject matter herein. No modification of or amendment to this Amendment, nor any waiver of any rights under this Amendment, shall be effective unless given in a writing signed by the party to be charged. This Amendment is effective as of, and contingent upon, the occurrence of the Effective Time and shall be null and void if the Effective Time does not occur.

**Section 6. Counterparts.** This Amendment may be executed originally or by facsimile signature, in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page Follows]

EXECUTED as of the date set forth above.

**INFRA SOURCE SERVICES, INC.**

By: /s/ DAVID R. HELWIG  
Name: David R. Helwig  
Title: Chief Executive Officer, President and Chairman of the Board

**EXECUTIVE**

/s/ R. BARRY SAUDER  
R. Barry Sauder

ACKNOWLEDGED AND AGREED ON BEHALF OF QUANTA SERVICES, INC.

By: /s/ JOHN R. COLSON  
Name: John R. Colson  
Title: Chief Executive Officer



FOR IMMEDIATE RELEASE  
07-14

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## QUANTA SERVICES, INC. ACQUIRES INFRASOURCE SERVICES, INC. IN ALL-STOCK TRANSACTION

- *InfraSource Stockholders Approve Merger Agreement*
- *Quanta Stockholders Approve Issuance of Shares of Quanta Common Stock*

HOUSTON, Texas and MEDIA, Pa. — Aug. 30, 2007 — Quanta Services, Inc. (NYSE:PWR) today announced the closing of the acquisition of InfraSource Services, Inc. (NYSE:IFS) through an all-stock merger. As a result of the merger, InfraSource became a wholly owned subsidiary of Quanta. The acquisition provides Quanta with expanded tools and resources to build the infrastructure required to meet the growing demand for electric power, gas and telecommunications services.

“Our strategy remains clear: deliver value to our stockholders; quality infrastructure services to our customers; and growth opportunities for our employees,” said John R. Colson, chairman and chief executive officer. “This acquisition enhances our engineering, distribution and transmission capabilities, substation construction services, gas distribution capabilities and industrial service offerings and adds a unique dark fiber leasing business. With a skilled, mobile workforce of 16,000 employees, the largest equipment fleet in the industry, innovative technologies and proprietary methodologies, we are better positioned to meet the growing demands of our customers.”

InfraSource announced that its stockholders approved the previously announced agreement and plan of merger, dated March 18, 2007, among Quanta, Quanta MS Acquisition, Inc., a wholly owned subsidiary of Quanta, and InfraSource at a special meeting of stockholders held today in Philadelphia. Under the terms of the merger agreement, InfraSource stockholders will receive total consideration equal to 1.223 shares of Quanta common stock for each outstanding share of InfraSource common stock. Approximately

33 million of InfraSource’s total outstanding shares, or approximately 81.6 percent, voted. Of the shares voted, 99.9 percent voted for the approval of the transaction.

Quanta announced that at a special meeting of the Quanta stockholders held today in Houston, its stockholders approved the issuance of the additional shares of Quanta common stock that will be issued to InfraSource stockholders pursuant to the merger agreement referenced above. Approximately 100 million of Quanta’s total outstanding shares, or approximately 84.1 percent, voted. Of the shares voted, 99.8 percent voted for the approval of the issuance of shares.

“Our existing board is further strengthened by the addition of three former InfraSource directors,” said Colson. “We welcome David R. Helwig, Frederick W. Buckman and J. Michal Conaway, who each bring industry experience and business insight to their new positions on the Quanta board.”

— more —

In connection with the merger, Quanta will issue approximately 50.2 million shares of common stock to the stockholders of InfraSource as consideration for the acquisition, which represents approximately 25 percent of the outstanding shares of Quanta common stock, on a fully diluted basis, following the merger.

InfraSource stock will cease trading at the close of business today.

**About Quanta Services, Inc.**

Quanta Services (NYSE: PWR) is a leading specialized contracting services company, delivering infrastructure network solutions for the electric power, natural gas, telecommunications and cable television industries. The company's comprehensive services include engineering, designing, installing, repairing and maintaining network infrastructure nationwide. With operations in all 50 states and Canada, Quanta has the manpower, resources and expertise to complete projects that are local, regional, national or even international in scope.

**FORWARD-LOOKING STATEMENTS**

Statements about Quanta's and InfraSource's outlook and all other statements in this release other than historical facts are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements rely on a number of assumptions concerning future events and are subject to a number of uncertainties and factors, many of which are outside Quanta's and InfraSource's control, which could cause actual results to differ materially from such statements. Forward-looking information includes, but is not limited to, statements regarding the new combined company, including Quanta's and InfraSource's expected combined financial and operating results. There are a number of risks and uncertainties that could cause results to differ materially from those indicated by such forward-looking statements, including the failure to effectively integrate the combined operations and realize anticipated savings and synergies; and the potential adverse effect of other economic, business, and/or competitive factors on the combined companies. These forward-looking statements are also affected by the risk factors, forward-looking statements and challenges and uncertainties described in the joint proxy statement/prospectus filed by Quanta and InfraSource and Quanta's and InfraSource's respective Form 10-K reports for the fiscal year ended December 31, 2006 and any other filings with the Securities and Exchange Commission (SEC), which are available free of charge on the SEC's website at <http://www.sec.gov> and through Quanta's and InfraSource's websites at [www.quantaservices.com](http://www.quantaservices.com) and [www.infra-sourceinc.com](http://www.infra-sourceinc.com). Quanta and InfraSource expressly disclaim any intention or obligation to revise or update any forward-looking statements whether as a result of new information, future events, or otherwise.

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