

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A

(AMENDMENT NO. 1)

UNDER THE SECURITIES EXCHANGE ACT OF 1934

QUANTA SERVICES, INC.

(Name of Issuer)

COMMON STOCK

(Title of Class of Securities)

74762E102

(CUSIP Number)

JOHN N. SMITH
SENIOR VICE PRESIDENT
WACHOVIA BANK, N.A.
101 NORTH MAIN STREET
WINSTON-SALEM, NORTH CAROLINA 27150

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

MAY 20, 2002

(Date of Event Which Requires Filing of This Statement)

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

NOTE: Schedules filed in paper format shall include a signed original and
five copies of the schedule, including all exhibits. See Rule 13d-7
for other parties to whom copies are to be sent.

(Continued on the following pages)

1 NAME OF REPORTING PERSONS
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
THE QUANTA SERVICES, INC. STOCK EMPLOYEE
COMPENSATION TRUST, WITH WACHOVIA BANK, N.A.,
AS TRUSTEE

I.R.S. IDENTIFICATION NUMBER: 56-2281083

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

3 SEC USE ONLY []

4 SOURCE OF FUNDS
N/A

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF	7	SOLE VOTING POWER
SHARES	0	
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY	0	
EACH	9	SOLE DISPOSITIVE POWER
REPORTING	0	
PERSON WITH	10	SHARED DISPOSITIVE POWER
	0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON	
	0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0% AS OF 5/21/02	
14	TYPE OF REPORTING PERSON* EP, OO	

The filing of this Statement on Schedule 13D by the Quanta Services, Inc. Stock Employee Compensation Trust (the "Trust") does not constitute, and should not be construed as, an admission that Wachovia Bank, N.A., as trustee of the Trust (the "Trustee"), beneficially owns or owned any securities covered by this Statement or is or was required to file this Statement. In this connection, the Trustee disclaims beneficial ownership of the securities covered by this Statement.

ITEM 5. Interest in Securities of the Issuer.

Pursuant to a Letter Agreement dated May 20, 2002 between Quanta Services, Inc. and Wachovia Bank, N.A. (the "Letter Agreement"), and in accordance with Section 8.2 of the Quanta Services, Inc. Stock Employee Compensation Trust Agreement (the "Trust Agreement") dated as of March 13, 2002, Quanta Services, Inc. ("the Company") and the Trustee agreed to terminate the Trust, whereupon the Trust was terminated in accordance with the terms of the Letter Agreement and the Trust Agreement. Upon termination of the Trust, the Trustee delivered to the Company the 7,911,069 shares of Company common stock owned by the Trust, which constituted all of the assets of the Trust, in exchange for cancellation of the promissory note evidencing indebtedness of the Trust to the Company. Upon completion of the foregoing transactions, and as of May 21, 2002, the Trust held no shares of common stock of the Company.

Accordingly, on May 21, 2002, the Trust ceased to be the beneficial owner of more than five percent of the common stock of the Company.

ITEM 6. Contracts, Arrangements, Understandings or Relationships with
Respect to Securities of the Issuer.

The response to Item 5 is repeated and incorporated herein by reference.

ITEM 7. Material to be Filed as Exhibits.

1. Letter Agreement dated May 20, 2002 between Quanta Services, Inc. and Wachovia Bank, N.A..

SIGNATURE

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

May 22, 2002

THE QUANTA SERVICES, INC. STOCK EMPLOYEE
COMPENSATION TRUST

BY: WACHOVIA BANK, N.A., AS TRUSTEE

/s/ Peter Quinn

By: Peter Quinn
Title: Senior Vice President

EXHIBITS

1. Letter Agreement dated May 20, 2002 between Quanta Services, Inc. and Wachovia Bank, N.A..

May 20, 2002

Wachovia Bank, N.A., as Trustee
Quanta Services, Inc. Stock Employee Compensation Trust
One West Fourth Street, NC6251
Winston-Salem, NC 27012
Attention: Quanta Services Account Officer

Re: Quanta Services, Inc. Stock Employee
Compensation Trust (the "Trust")

Ladies and Gentlemen:

Reference is hereby made to (i) the Quanta Services, Inc. Stock Employee Compensation Trust Agreement (the "Trust Agreement"), dated as of March 13, 2002, by and between Quanta Services, Inc., a Delaware corporation (the "Company"), and Wachovia Bank, N.A., as Trustee (the "Trustee"), and (ii) the Settlement and Governance Agreement (the "Settlement Agreement"), dated as of May 20, 2002, by and between the Company and Aquila Inc. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Trust Agreement.

The Company hereby notifies the Trustee that on May 20, 2002, in accordance with Section 8.2 of the Trust Agreement, the Board of Directors of the Company authorized and approved the termination of the Trust, effective immediately. Accordingly, the Company hereby requests that the Trustee terminate the Trust in accordance with Section 8.2 of the Trust Agreement. In light of the fact that the Fair Market Value of the Trust Fund is less than the remaining amounts payable to the Company pursuant to the Loan, in lieu of the Trustee selling the Trust Fund for cash and paying such cash to the Company in respect of the Loan pursuant to clauses (ii) and (iii) of the fourth sentence of Section 8.2 of the Trust Agreement, the Company and the Trustee agree that, upon termination of the Trust, the Trustee shall deliver to the Company all Company Stock, plus all other assets constituting the Trust Fund at the time of such termination in exchange for cancellation of the promissory note evidencing the Loan, the delivery of such Company Shares and other assets to constitute full satisfaction of all amounts outstanding under the Loan. As a result of the Settlement Agreement and the termination of the Trust as described above the Trustee will not be obliged to vote any shares of Common Stock at the Company's 2002 Annual Meeting.

The validity of this Letter Agreement, its construction, interpretation, and enforcement, and the rights of the parties, shall be determined under, governed by, and construed in accordance with the internal laws of the State of Delaware without regard to choice of law rules. This Letter Agreement and the Trust Agreement constitute the entire agreement between the parties pertaining to the subject matter contained herein. This Letter Agreement may not be altered, amended or modified, nor may any portion hereof be waived or noncompliance therewith consented to, except by means of a writing executed by each of the parties hereto.

Very truly yours,

QUANTA SERVICES, INC.

By: /s/ Dana A. Gordon

Dana A. Gordon
Vice President - General Counsel

Accepted and agreed this 20th day of
May, 2002

WACHOVIA BANK, N.A.

By: /s/ Peter D. Quinn

Name: Peter D. Quinn
Title: Senior Vice President

