

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 14)

QUANTA SERVICES, INC.
(Name of Issuer)

COMMON STOCK, \$0.00001 PAR VALUE
(Title of Class of Securities)

74762E102
(CUSIP Number)

LESLIE J. PARRETTE, JR., SENIOR VICE PRESIDENT, GENERAL COUNSEL AND
CORPORATE SECRETARY
UTILICORP UNITED INC.
20 WEST NINTH STREET, KANSAS CITY, MISSOURI 64105 (816) 421-6600
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

October 8, 2001
(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 Section 240.13d-7(b) for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<S>		<C>	<C> CUSIP No. 74762E102
1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (entities only) UtiliCorp United Inc. #440541877		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) (b) X		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) WC, BK		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		
6	CITIZENSHIP OR PLACE OR ORGANIZATION Delaware		
7	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH SOLE VOTING POWER 29,230,179		

8	SHARED VOTING POWER None*
9	SOLE DISPOSITIVE POWER 29,230,179
10	SHARED DISPOSITIVE POWER None
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 29,230,179
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) X
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 38.5%**
14	TYPE OF REPORTING PERSON (See Instructions) CO

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* This representation is qualified by the fact that, as described in Item 4 of the Schedule 13D, UtiliCorp has the ability to vote or direct the vote of the shares subject to the Stockholder's Voting Agreements only in two limited, tax-related circumstances. UtiliCorp expressly disclaims beneficial ownership to any shares of Common Stock that are subject to the Stockholder's Voting Agreements.

** The percentage reflected in row 13 above is obtained by using 75,923,049 shares as the denominator (in accordance with Rule 13(d)3(d)(1)(i)(D)). This denominator includes: (a) 58,698,244 shares of Issuer's issued and outstanding Common Stock (as indicated in Issuer's Form 10-Q filed on August 14, 2001), and (b) 17,224,805 shares of Common Stock into which Issuer's Convertible Preferred Stock held by UtiliCorp is convertible.

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Also note that the percentage of Common Stock owned by UtiliCorp on a partially diluted basis is approximately 37.69%. This percentage is obtained by using 77,550,547 shares as the denominator, which includes (a) the 75,923,049 shares discussed in the previous paragraph, and (b) 1,627,498 shares of Limited Vote Common Stock (as indicated in Issuer's Form 10-Q filed on August 14, 2001). UtiliCorp's ownership can be further diluted by (x) other classes of Issuer's securities that can be converted into Common Stock and (y) shares of Common Stock issuable under Issuer's Stock Option Plan.

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AMENDMENT NO. 14 TO STATEMENT ON SCHEDULE 13D

INTRODUCTION

All information herein with respect to UtiliCorp United Inc., a Delaware corporation ("UTILICORP"), and the common stock, par value \$0.00001 per share (the "COMMON STOCK"), of Quanta Services, Inc., a Delaware corporation ("ISSUER"), is correct to the best knowledge and belief of UtiliCorp. The Schedule 13D originally filed on October 4, 1999 on behalf of UtiliCorp and thirteen amendments thereto filed on October 8, 1999, October 14, 1999, October 20, 1999, October 26, 1999, November 9, 1999, January 13, 2000, April 27, 2000, May 25, 2000, June 20, 2000, July 17, 2000, May 23, 2001, October 1, 2001, and October 4, 2001, respectively, on behalf of UtiliCorp are incorporated by reference and amended as follows.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION; ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

During the period from October 4, 2001 through October 5, 2001,

UtiliCorp purchased 104,900 shares of Common Stock in a series of broker-assisted purchases on the open market for an aggregate purchase price of \$1,904,850.00. These purchases will be funded by a combination of working capital and short-term debt.

In the aggregate, UtiliCorp beneficially owns 29,230,179 shares of Issuer's Common Stock, which represent 38.5% of Issuer's outstanding securities (calculated in accordance with Rule 13(d)3(d)(1)(i)(D)), or 37.69% on a partially diluted basis.

ITEM 4. PURPOSE OF TRANSACTION; ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

UtiliCorp and Issuer entered into a Standstill Agreement dated October 8, 2001, which is attached as an exhibit to this Schedule 13D/A and incorporated herein by reference. The Standstill Agreement imposes several specific restrictions on UtiliCorp and Issuer during a term through 5:00 p.m. (U.S. Eastern Standard Time) on October 12, 2001. These restrictions are as follows:

- o During this term, UtiliCorp may not acquire additional Common Stock;
- o During this term, Issuer may not adopt any measure commonly regarded as a takeover defense; and
- o During this term, neither UtiliCorp nor Issuer may be involved in bringing any legal proceedings against the other party with respect to Issuer or its securities.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

(i) Standstill Agreement dated October 8, 2001 between UtiliCorp and Issuer.

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SIGNATURE

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

Dated: October 11, 2001

UtiliCorp United Inc.

By: /s/ Leslie J. Parrette, Jr.

Name: Leslie J. Parrette, Jr.

Title: Senior Vice President, General Counsel
and Corporate Secretary

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STANDSTILL AGREEMENT

THIS STANDSTILL AGREEMENT is entered into and made effective as of October 8, 2001 by and among Quanta Services, Inc., a Delaware corporation (the "COMPANY"), and UtiliCorp United Inc., a Delaware corporation ("UTILICORP").

WHEREAS, the parties are in the process of, and would like to provide for a period to continue, good faith discussions with respect to the Company.

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

1. REPRESENTATIONS. UtiliCorp represents to the Company that as of 5:00 p.m. EST on October 8, 2001 it is the beneficial owner of 29,230,179 shares of the Company's common stock. The Company represents to UtiliCorp that as of 5:00 p.m. EST on October 8, 2001 the number of shares specified in the preceding sentence represented approximately 38.3% of the beneficial ownership of the Company's outstanding common stock.

2. STOCK PURCHASE STANDSTILL. During the term of this Agreement, neither UtiliCorp, nor any agent, representative, affiliate, associate, or any other person who is acting in concert with or under the control, direction or discretion of UtiliCorp, shall directly or indirectly, in any manner acquire, offer or propose to acquire, agree to acquire, become the beneficial owner of or obtain any rights in respect of any securities of the Company, whether by purchase, conversion, exchange or exercise of Company securities pursuant to their terms, or take any action in furtherance thereof, including through acquisition of control of another person, by joining a partnership, limited partnership, syndicate or other group or otherwise, except by way of stock dividends or other distributions or offerings made by the Company on a pro rata basis to all holders of its securities.

3. DEFENSIVE STANDSTILL. During the term of this Agreement, except as expressly permitted by this Section 3 or Section 5 hereof, neither the Company, nor an agent, representative, affiliate, or any other person who is acting in concert with or under the control, direction or discretion of the Company, shall directly or indirectly, in any manner take any action or resolve to take any action that would in any way further any measure commonly regarded as a takeover defense (other than convening meetings of the Board of Directors or any committees thereof in accordance with the Company's bylaws) or reduce the percentage of the Company's outstanding securities owned or that may be owned by UtiliCorp. In furtherance of the foregoing and without limitation, during the term of this Agreement the Company may not (a) amend or propose to amend the bylaws or certificate of incorporation of the Company, (b) issue or propose to issue any securities of the Company, except that the Company may issue its securities (i) pursuant to employee benefit plans in accordance with past custom and practice, (ii) pursuant to presently existing stock options and (iii) pursuant to existing contractual obligations, (c) make any recommendation to the shareholders of the Company to purchase or sell securities of the

Company, (d) enter into any agreement or discussion with any other person to merge, purchase securities or assets of the Company, whether for cash or any other consideration, except for acquisitions that in the aggregate would not result in the issuance of more than 1% of the Company's outstanding securities, (e) enter into any contract or amend any contract in a way that would have a material adverse affect on the Company in the event of a change in control of the Company or that would provide any third party the right to approve a change in control of the Company, (f) enter into or modify any employment or severance agreement with any director or officer of the Company, or (h) accelerate the vesting of, cancel or reprice any stock options or make any other unusual compensation award.

4. LITIGATION STANDSTILL. During the term of this Agreement, no party, nor any agent, representative, affiliate, associate, or any other person who is acting in concert with or under the control or discretion of any party shall, in its own capacity or on any other basis, commence, join, assist, or encourage in any respect any action, lawsuit or other legal proceeding in any jurisdiction, or before any governmental agency or regulatory body, against or involving any other party or any officer, director, employee or agent of a party or any subsidiary, affiliate or associate of any party with respect to the Company or any securities of the Company.

5. TERM OF THIS AGREEMENT. This Agreement and the covenants and agreements of the parties contained herein shall continue in full force and

effect through 5:00 p.m. (U.S. Eastern Standard Time) on October 12, 2001. Notwithstanding the immediately preceding sentence, in the event that the board of directors of the Company determines, after consultation with counsel to the Company, that applicable law or the fiduciary duties of the board of directors of the Company require it to take any of the actions prohibited by Section 3, then prior to taking such action, the board of directors of the Company will first notify UtiliCorp and, at its option, UtiliCorp may terminate this Agreement.

6. REPRESENTATIONS. Each of the parties represents and warrants with respect to itself that such party is duly authorized to execute, deliver and perform this Agreement, that this Agreement has been duly executed by such party and that this Agreement is a valid and binding agreement of such party, enforceable against such party in accordance with its terms.

7. SPECIFIC PERFORMANCE. Each of the parties acknowledges that, in view of the uniqueness of the provisions of this Agreement, neither party would have an adequate remedy at law for money damages in the event that this Agreement has not been performed in accordance with its terms. Therefore, each party agrees that the other party shall be entitled to specific enforcement of the terms hereof and injunctive relief to prevent any violation of this Agreement, in addition to any other remedy to which it may be entitled, at law or in equity.

8. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Delaware, without regard to conflicts of law doctrines.

9. CERTAIN TERMS. As used herein, the terms "AFFILIATE" and "ASSOCIATE" shall have the meanings given such terms in Rule 12b-2 of the Securities and Exchange Act of 1934, as amended (the "EXCHANGE ACT"), the term "PERSON" shall mean any individual, partnership, corporation, group, syndicate, trust, government or agency thereof, or any other association or

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entity, and the term "GROUP" shall have the meaning given such term in Section 13(d)(3) of the Exchange Act.

10. AMENDMENTS; WAIVER. This Agreement may be amended, modified or supplemented only by the written agreement of both parties. No failure on the part of either party to exercise, or any delay in exercising, any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

11. INTEGRATION. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

12. HEADINGS. The descriptive headings of the sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

13. NO ASSIGNMENT. Neither this Agreement nor any rights or obligations hereunder are assignable.

14. PUBLIC ANNOUNCEMENTS. UtiliCorp will file this Agreement as an exhibit to an amendment to UtiliCorp's Schedule 13D. Otherwise, neither party will make any public announcements or statements regarding the terms of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument. This Agreement shall become effective when each party has executed and delivered the Agreement to the other party.

16. ATTORNEY FEES. In the event of any action or proceeding for the breach of this Agreement or misrepresentation by any party, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in such action or proceeding.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

QUANTA SERVICES, INC.

UTILICORP UNITED INC.

By: /s/ Dana Gordon
Name: Dana Gordon
Title: Vice President - General Counsel

By: /s/ Robert K. Green
Name: Robert K. Green
Title: President and Chief
Operating Officer

