

OMB APPROVAL

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UNITED STATES
 SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
 (AMENDMENT NO. 3)*

QUANTA SERVICES, INC.

 (Name of Issuer)

Common Stock, par value \$0.00001

 (Title of Class of Securities)

74762E102

 (CUSIP Number)

Thomas R. Denison-First Reserve Corporation,
 One Lafayette Place, Greenwich, CT. 06830

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

March 1, 2004

 (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 Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-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 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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).

PERSONS WHO RESPOND TO THE COLLECTION OF INFORMATION CONTAINED IN THIS FORM ARE NOT REQUIRED TO RESPOND UNLESS THE FORM DISPLAYS A CURRENTLY VALID OMB CONTROL NUMBER.

SEC 1746 (11-03)

CUSIP No. 74762E102 SCHEDULE 13D Page 2 of 8 Pages

 1. Names Of Reporting Persons.
 I.R.S. Identification Nos. of Above Persons (Entities Only).

First Reserve GP IX, Inc.
 I.R.S. No.: 91-209254 2

 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)

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

7. Sole Voting Power

Number of

0

Shares

8. Shared Voting Power

39,014,630

Beneficially Owned by Each

9. Sole Dispositive Power

Reporting

0

Person

10. Shared Dispositive Power

With

39,014,630

11. Aggregate Amount Beneficially Owned by Each Reporting Person

39,014,630

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)

33.8%

14. Type of Reporting Person (See Instructions)

CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

CUSIP No. 74762E102

SCHEDULE 13D

Page 3 of 8 Pages

1. Names Of Reporting Persons.

I.R.S. Identification Nos. of Above Persons (Entities Only).

First Reserve GP IX, Inc.

I.R.S. No.: 91-208465 3

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)

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 Each 39,014,630

Reporting 9. Sole Dispositive Power

Person 0

With 10. Shared Dispositive Power

39,014,630

11. Aggregate Amount Beneficially Owned by Each Reporting Person

39,014,630

12. Check if the Aggregate Amount in Row (11) Excludes
Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)

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14. Type of Reporting Person (See Instructions)

PN

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CUSIP No. 74762E102 SCHEDULE 13D Page 4 of 8 Pages

1. Names Of Reporting Persons.
I.R.S. Identification Nos. of Above Persons (Entities Only).

First Reserve Fund IX, L.P.
I.R.S. No.: 91-208465 2

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)

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

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Reporting 9. Sole Dispositive Power

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Person -----

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11. Aggregate Amount Beneficially Owned by Each Reporting Person

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33.8%

14. Type of Reporting Person (See Instructions)

PN

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(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

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This Amendment No. 3 to the Schedule 13D (the "Schedule 13D") originally filed on October 23, 2002, is being filed jointly by First Reserve Fund IX, L.P. ("Fund IX"), First Reserve GP IX, L.P. ("GP IX"), and First Reserve GP IX, Inc. ("First Reserve" and collectively, the "Reporting Persons") and relates to the Common Stock, \$.00001 par value per share (the "Common Stock") of Quanta Services, Inc., a Delaware corporation (the "Issuer"). The Schedule 13D is hereby amended as set forth below.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Item 5(a) is hereby amended and restated in its entirety as follows:

(a) As of the date hereof, the Reporting Persons are the beneficial owners of Common Stock in the numbers and percentages set forth in the table below.

<Table>
<Caption>

Reporting Party	Number of Shares Beneficially Owned	Percentage Of Class
-----	-----	-----
<S>	<C>	<C>
Fund IX	39,014,630 (2)	33.8% (3)
GP IX (1)	39,014,630 (2)	33.8% (3)
First Reserve (1)	39,014,630 (2)	33.8% (3)

</Table>

- (1) GP IX is the general partner of Fund IX and may be deemed to beneficially own all of the shares of Common Stock owned by Fund IX. First Reserve, as the general partner of GP IX, may be deemed to beneficially own all of the shares of Common Stock owned by Fund IX.
- (2) Consists of 38,916,204 shares of Common Stock held by Fund IX, 33,445 shares of Common Stock and options for 15,000 shares of Common Stock issued to Ben A. Guill in his capacity as a director of the Issuer and 49,981 shares of Common Stock issued to Thomas Sikorski in his capacity as a director of the Issuer. First Reserve, as the general partner of GP IX, may be deemed to beneficially own the aforementioned shares and options issued to Ben A. Guill and Thomas Sikorski.
- (3) The percentage above is obtained by using as the denominator 115,529,509 shares of Common Stock, comprised of 115,514,509 shares of outstanding Common Stock indicated as outstanding as of December 31, 2003 in the Issuer's Prospectus on Form 424(b)(3) filed on February 17, 2004, and options for 15,000 shares issued to Ben A. Guill in his capacity as a director of the Issuer. This denominator excludes (a) 1,067,750 shares of Limited Vote Common Stock (as indicated as outstanding as of December 31, 2003 in the Issuer's Prospectus on Form 424(b)(3) filed on February 17, 2004), (b) shares of Common Stock into which the Issuer's Convertible Subordinated Notes can be converted, and (c) shares of Common Stock into which the options issued pursuant to the 2001 Stock Incentive Plan can be exercised (other than the options

for 15,000 shares issued to Ben Guill in his capacity as a director of the Issuer).

Item 5(c) is hereby amended and restated in its entirety as follows:

(c) During the past 60 days, the following transactions were effected:

On March 1, 2004, Fund IX entered into a Secondary Block Trade Agreement with UBS Securities LLC ("UBS"), pursuant to which Fund IX sold 3,259,000 shares of Common Stock at a net price of \$8.30 per share, for total consideration of \$27,049,700. The closing of the transaction is scheduled to occur on March 4, 2004.

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

Item 6 is hereby amended by adding the following:

JOINT FILING AGREEMENT

A Joint Filing Agreement dated March 2, 2004, by and among Fund IX, GP IX, and First Reserve has been executed by the Reporting Persons, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

SECONDARY BLOCK TRADE AGREEMENT

On March 1, 2004, Fund IX entered into a Secondary Block Trade Agreement (the "Trade Agreement") with UBS Securities LLC ("UBS"), pursuant to which Fund IX sold 3,259,000 shares of Common Stock at a net price of \$8.30 per share, for total consideration of \$27,049,700. The closing of the transaction is scheduled to occur on March 4, 2004 (the "Closing Date").

The Trade Agreement provides that for a period of 90 days following the Closing Date, none of Fund IX, its subsidiaries, associates or holding company will, "offer, issue, sell or otherwise dispose of (or announce an intention of doing so) any other shares of the Issuer or any securities convertible into or exchangeable for or carrying rights to acquire other shares of the Issuer" without the prior written consent of UBS, other than (i) through a registered offering taking place more than 15 days following the Closing Date, or (ii) through sales under Rule 144 of the Securities Act of 1933 taking place more than 30 days following the Closing Date. The Secondary Block Trade Agreement is being filed as Exhibit B to this 13D amendment.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

- A. Joint Filing Agreement of Schedule 13D.
- B. Secondary Block Trade Agreement, dated as of March 1, 2004, between UBS Securities LLC and First Reserve Fund IX, L.P.

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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.

Dated: March 2, 2004

FIRST RESERVE FUND IX, L.P.

By: First Reserve GP IX, L.P.,
General Partner

By: First Reserve GP IX, Inc.,
General Partner

By: /s/ THOMAS R. DENISON

Name: Thomas R. Denison
Title: Managing Director

FIRST RESERVE GP IX, L.P.

By: First Reserve GP IX, Inc.,
General Partner

By: /s/ THOMAS R. DENISON

Name: Thomas R. Denison
Title: Managing Director

FIRST RESERVE GP IX, INC.

By: /s/ THOMAS R. DENISON

Name: Thomas R. Denison
Title: Managing Director

INDEX TO EXHIBITS

<Table> <Caption> EXHIBIT NUMBER	

DESCRIPTION	

<S>	
<C>	
A.	Joint Filing Agreement of Schedule 13D.
B.	Secondary Block Trade Agreement, dated as of March 1, 2004, between UBS Securities LLC and First Reserve Fund IX, L.P..
</Table>	

EXHIBIT A
JOINT FILING AGREEMENT

We, the signatories of the statement on Schedule 13D filed with respect to the Common Stock of Quanta Services, Inc., to which this Agreement is attached, hereby agree that such statement is, and any amendments thereto filed by any of us will be, filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(k) of the Securities Exchange Act of 1934.

Dated: March 2, 2004

FIRST RESERVE FUND IX, L.P.

By: First Reserve GP IX, L.P.,
General Partner

By: First Reserve GP IX, Inc.,
General Partner

By: /s/ THOMAS R. DENISON

Name: Thomas R. Denison
Title: Managing Director

FIRST RESERVE GP IX, L.P.

By: First Reserve GP IX, Inc.,
General Partner

By: /s/ THOMAS R. DENISON

Name: Thomas R. Denison
Title: Managing Director

FIRST RESERVE GP IX, INC.

By: /s/ THOMAS R. DENISON

Name: Thomas R. Denison
Title: Managing Director

SECONDARY BLOCK TRADE AGREEMENT

March 1, 2004

3,259,000 shares of common stock of QUANTA SERVICES, INC.

This agreement dated March 1, 2004 sets out the terms under which UBS Securities LLC, ("UBS" / "Buyer") will purchase 3,259,000 shares of common stock (the "Shares") of QUANTA SERVICES, INC. (the "Issuer") from FIRST RESERVE FUND IX, L.P. ("Seller").

1. Purchase and sale

Subject to the terms and conditions of this agreement (the "Agreement"), Seller agrees as legal and beneficial owner to sell the Shares, free of all liens, charges or other encumbrances and Buyer agrees to purchase and pay for the Shares at a net price of \$8.30 per Share for a total consideration of \$27,049,700.00 (the "Purchase Price") together with all dividends, distributions and other benefits attaching to the Shares as from the date hereof (the "Trade Date"). The Purchase Price will be reduced by the amount of any applicable SEC fees payable pursuant to Section 31 of the Securities Exchange Act of 1934.

2. Closing

- (a) On March 4, 2004 or at such other time and/or date as Seller and Buyer may agree (the "Closing Date"), Buyer shall pay to Seller the Purchase Price for the Shares by transfer to Seller's account to be identified in writing at least [48] hours prior to payment against delivery of the Shares on the Closing Date. Such delivery shall be effected by crediting the Shares in registered form to the participant account of UBS Securities LLC at the Depository Trust and Clearing Corporation ("DTC"), DTC participant number 642.
- (b) Seller agrees that it will not, and will ensure that none of its subsidiaries or associates or holding company will, prior to the expiry of 90 days following the Closing Date, offer, issue, sell or otherwise dispose of (or announce an intention of doing so) any other shares of the Issuer or any securities convertible into or exchangeable for or carrying rights to acquire other shares of the Issuer without the prior written consent of Buyer, other than (i) through a registered offering taking place more than 15 days following the Closing Date, or (ii) through further 144 sales taking place more than 30 days following the Closing Date.
- (c) Seller undertakes with Buyer that it will bear and pay any stamp or other duties or taxes on or in connection with the sale and transfer of the Shares to be sold by Seller and the execution and delivery of this Agreement and any other tax payable by Seller in connection with the transaction contemplated hereby.

3. Expenses

Seller and Buyer shall bear their own legal costs (if any) and all their other out-of-pocket expenses (if any).

4. Representations and warranties

- (a) As a condition of the obligation of Buyer to purchase and pay for the Shares, Seller represents and warrants to Buyer as follows:
 - (i) that Seller is the holder and sole legal and beneficial owner at the Shares free from all liens, charges and other encumbrances and that the Shares rank pari passu in all respects with other outstanding shares of common stock of the Issuer, including their entitlement to dividends,
 - (ii) that Seller has the power and authority to sell the Shares hereunder and no person has any conflicting right, contingent or otherwise, to purchase or to be offered for purchase, the Shares, or any of them,
 - (iii) that [the execution, delivery and performance of this Agreement has been duly authorised by Seller and] upon execution and delivery of the Agreement by the Buyer and the Seller will constitute a legal, valid

and binding obligation of Seller,

- (iv) that the execution, delivery and performance of this Agreement by Seller will not infringe any law or regulation applicable to Seller [and is not and will not be contrary to the provisions of the constitutional documents of Seller] and will not result in any breach of the terms of, or constitute a default under, any instrument or agreement to which Seller is a party or by which it or its property is bound,
- (v) that there are no restrictions (contractual or otherwise) prohibiting or otherwise affecting the sale or transfer of the Shares to Buyer, other than those necessary to ensure compliance with the registration requirements of the U.S. Securities Act of 1933, as amended, or an exemption therefrom, and no consents or approvals are required to be obtained in connection with the sale of the Shares to Buyer and the sale of the Shares to Buyer will not violate or breach any representation or warranty made by Seller pertaining to the Shares. Seller has furnished to Buyer a true and complete copy of all agreements, documents and other instruments relating to the issuance, sale and delivery of the Shares to Seller.
- (vi) that all consents and approvals of any court, government department or other regulatory body required by Seller for the offering of the Shares and the execution, delivery and performance of the terms of this Agreement have been obtained and are in full force and effect,

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- (vii) that there has been no material adverse change or any development involving a prospective material adverse change in the condition (financial or otherwise) of the Issuer and its subsidiaries since the date of the last published accounts,
 - (viii) that there is no other material information, beyond the information contained in the latest published Annual Report of the Issuer or any other public information including interim results and press releases which is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and its subsidiaries, and
 - (ix) the representations and warranties of Seller set forth in Seller's representation letter (in form similar to the form attached as Exhibit A titled, "Seller's Representation Letter"), dated on or about the date hereof, to Buyer are true and correct.
- (b) Seller covenants with Buyer that it will keep Buyer indemnified against any losses, liabilities, costs, claims, actions and demands (including any expenses arising in connection therewith) which it may incur, or which may be made against it as a result of or in relation to any actual or alleged misrepresentation in or breach of any of the above representations and warranties and will reimburse Buyer for all costs, charges and expenses which it may pay or incur in connection with investigating, disputing or defending any such action or claim.
- (c) The above representations, warranties and indemnity shall continue in full force and effect notwithstanding any investigation by or on behalf of Buyer or completion of this Agreement.

6. Conditions to Closing

The obligations of Buyer hereunder shall be subject, in its discretion, to the condition that all representations and warranties and other statements of Seller herein are, and as of the Closing Date will be, true, complete and accurate.

7. Law and jurisdiction

This Agreement is governed by the laws of the State of New York as applied to contracts to be performed wholly within the State of New York. Each party hereto irrevocably submits to the extent permitted under applicable law to the non-exclusive jurisdiction of the federal and state courts located in the Borough at Manhattan, State of New York. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement. Each party certifies (i) that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of any such suit, action or proceeding and (ii) acknowledges that it and the other party have entered into this Agreement, in reliance on, among other things, the mutual waivers and certifications in this Section.

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8. Notices

Any notice or notification in any form to be given by the Buyer is to be sent by facsimile, addressed to the Seller and using the following address and facsimile number:

Thomas R. Denison
First Reserve Corporation
One Lafayette Place, Third Floor
Greenwich, CT 06830
203-661-6729

Any such notice shall take effect at the time of dispatch.

9. Miscellaneous

- (a) Time shall be of the essence of this Agreement.
- (b) The heading to each Clause is included for convenience only and shall not affect the construction of this Agreement.
- (c) In the event any provision of this Agreement is found to be or becomes invalid or unenforceable, no other provision of this Agreement shall thereby be affected and the Agreement shall remain valid and enforceable in respect of all remaining provisions, and any invalid or unenforceable provision will be deemed to be replaced by a provision which as nearly as possible accomplishes the commercial purpose of the original.

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof. Upon acceptance by you this Agreement and such acceptance shall constitute a binding agreement between Buyer and Seller.

Yours faithfully
UBS SECURITIES LLC

/s/ UBS Securities LLC

Agreed to and accepted by Seller:

FIRST RESERVE FUND IX, L.P.
By First Reserve GP IX, L.P., the general partner of First Reserve Fund IX, L.P.
By First Reserve GP IX, Inc., the general partner of First Reserve GP IX, L.P.

By /s/ Jennifer C. Zarrilli

Jennifer C. Zarrilli, Chief Financial Officer

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