

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 3)\*

MASTEC, INC.

-----  
(Name of Issuer)

COMMON STOCK, PAR VALUE \$.10 PER SHARE

-----  
(Title of Class of Securities)

576323109

-----  
(Cusip Number)

Jose Sariego  
Senior Vice President - General Counsel  
MasTec, Inc.  
3155 N.W. 77th Avenue  
Miami, Florida 33122  
(305) 599-1800

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

MARCH 1, 2000

-----  
(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 ss.ss. 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [ ].

\*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).

(Continued on following page(s))

Page 1

-----  
CUSIP NO. 576323109

13D

-----  
PAGE 2

1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

JORGE MAS

2 Check the appropriate Box if a Member of a Group

(a) [ ]  
(b) [X]

3 SEC USE ONLY

4 SOURCE OF FUNDS\*

OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <span style="float:right">[ ]</span>
6	CITIZENSHIP OR PLACE OF ORGANIZATION
USA	
NUMBER OF SHARES BENEFI- CIALLY OWNED BY EACH REPORTING PERSON WITH	7      SOLE VOTING POWER 13,416,545
	8      SHARED VOTING POWER 0
	9      SOLE DISPOSITIVE POWER 13,416,545
	10     SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  13,416,545
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <span style="float:right">[ ]</span>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  43.2%
14	TYPE OF REPORTING PERSON  IN

CUSIP NO. 576323109	13D	PAGE 3
---------------------	-----	--------

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  JORGE L. MAS CANOSA HOLDINGS I LIMITED PARTNERSHIP
2	Check the appropriate Box if a Member of a Group <span style="float:right">(a) [ ] (b) [X]</span>
3	SEC USE ONLY
4	SOURCE OF FUNDS*  OO
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <span style="float:right">[ ]</span>
6	CITIZENSHIP OR PLACE OF ORGANIZATION
TEXAS	
NUMBER OF SHARES BENEFI- CIALLY OWNED BY EACH REPORTING PERSON WITH	7      SOLE VOTING POWER 7,515,811
	8      SHARED VOTING POWER 0
	9      SOLE DISPOSITIVE POWER 7,515,811
	10     SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  7,515,811
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <span style="float:right">[ ]</span>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  24.2%
14	TYPE OF REPORTING PERSON  PN

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	
	JORGE MAS HOLDINGS I LIMITED PARTNERSHIP	
2	Check the appropriate Box if a Member of a Group	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS*	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	TEXAS	
NUMBER OF SHARES BENEFI- CIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 5,587,311
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 5,587,311
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	5,587,311	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	18.0%	
14	TYPE OF REPORTING PERSON	
	PN	

## AMENDMENT NO. 3 TO SCHEDULE 13D

This Amendment No. 3 to Schedule 13D is filed jointly on behalf of Jorge L. Mas Canosa Holdings I Limited Partnership (the "Family Partnership"), Jorge Mas Holdings I Limited Partnership ("Jorge Mas Holdings"), and Jorge Mas (collectively, the "Reporting Persons"). This Amendment No. 3 to Schedule 13D amends and updates the statements on Schedule 13D previously filed by the Reporting Persons with respect to the Common Stock, \$.10 par value (the "Common Stock"), of MasTec, Inc., a Florida corporation (the "Issuer").

## ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

As of the date of this Amendment No. 3, the Reporting Persons beneficially owned the following shares of Common Stock:

NAME	AMOUNT OF SHARES BENEFICIALLY OWNED	PERCENTAGE OF CLASS(1)
Jorge L. Mas Canosa Holdings I Limited Partnership	7,515,811	24.2%
Jorge Mas Holdings I Limited Partnership	5,587,311	18.0%
Jorge Mas(2)	13,416,545	43.2%

(1) Based on 31,090,563 shares of Common Stock which includes (1) 30,922,737 shares of Common Stock outstanding on March 1, 2000 (as confirmed by representatives of the Issuer) and (2) options to purchase 167,826 shares owned directly by Jorge Mas and exercisable within 60 days of this report on Schedule 13D.

- (2) The shares beneficially owned by Jorge Mas include: (1) 7,515,811 shares held by the Family Partnership, a limited partnership which is controlled by Jorge L. Mas Holdings Corporation, the sole general partner of the Family Partnership, of which Jorge Mas is an officer and shareholder and the sole director; (2) 5,587,311 shares held by Jorge Mas Holdings, a limited partnership which is controlled by Jorge Mas Holdings Corporation, the sole general partner of Jorge Mas Holdings, of which Jorge Mas is the sole officer, director and shareholder; (3) 145,597 shares owned directly by Jorge Mas; and (4) options to purchase 167,826 shares owned directly by Jorge Mas and exercisable within 60 days of this report on Schedule 13D.

Except as set forth below, there have been no transactions by the Reporting Persons effected during the past 60 days of this report.

1. On February 3, 2000, Jorge Mas exercised options to purchase 57,140 shares of Common Stock at a price of \$9.8084 per share which options were to expire on that day, and, in connection with such exercise, sold 1,600 of the acquired shares at a price of \$ 48.25 per share and an additional 10,100 of the acquired shares at a price of \$48.125 to pay the exercise price of the options.
2. On March 1, 2000, Jorge Mas borrowed 375,000 shares of Common Stock from the Family Partnership, and sold such shares in an open market transaction at a price of \$53 per share upon the exercise of an over-allotment option granted by Mr. Mas to certain underwriters in connection with the Issuer's public offering of Common Stock.

Page 5

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

1. Pursuant to Mr. Mas's borrowing of 375,000 shares of the Common Stock from the Family Partnership, as described above, Mr. Mas entered into a Securities Loan Agreement, dated February 24, 2000, with the Family Partnership (included as Exhibit 6 to this Amendment No. 3 to Schedule 13D) (the "Loan Agreement"). Under the Loan Agreement, Mr. Mas is obligated to repay the Family Partnership by delivering to the Family Partnership shares of Common Stock equal in number to the borrowed shares five days after the demand by the Family Partnership and, upon demand, to pay to the Family Partnership amounts equal to any dividends and other distributions on the borrowed shares. The Family Partnership may also, from time to time, demand a pledge of collateral by Mr. Mas to secure his obligations to repay the borrowed shares to the Family Partnership.
2. With respect to the Issuer's public offering of Common Stock, Mr. Mas entered into a customary agreement with the underwriters of the Issuer's public offering (included as Exhibit 7 to this Amendment No. 3 to Schedule 13D) whereby he agreed to refrain from certain dispositions of the Common Stock for a period of 90 days after the date of the final prospectus relating to the offering.

The descriptions of the foregoing agreements are qualified in their entirety by reference to the full text of such agreements, each of which is filed as an exhibit hereto and incorporated by this reference herein.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

1. Joint Filing Agreement, dated September 23, 1998, by and among Jorge Mas, Jorge L. Mas Canosa Holdings I Limited Partnership and Jorge Mas Holdings I Limited Partnership.\*
2. Purchase and Sale Agreement, dated June 19, 1998, by and among Jorge Mas, as trustee of the Marital Trust #2 under the will of Jorge L. Mas Canosa, and Jorge Mas, Juan Carlos Mas, and Jose Ramon Mas.\*
3. Form of Promissory Note, dated July 21, 1998, by and between Jorge Mas, Juan Carlos Mas, and Jose Ramon Mas and the Marital Trust #2.\*
4. Form of Pledge and Security Agreement, dated July 21, 1998, by and

between Jorge Mas, Juan Carlos Mas, and Jose Ramon Mas and the Marital Trust #2.\*

5. Form of Assignment, Acceptance, Agreement to be Bound and General Partner Consent, dated July 21, 1998, by and among Jorge Mas, Juan Carlos Mas, and Jose Ramon Mas, the Marital Trust #2 and Jorge L. Mas Canosa Holdings Corporation.\*
6. Securities Loan Agreement, dated February 24, 2000, between Jorge L. Mas Canosa Holdings I Limited Partnership and Jorge Mas.
7. Lock-up Agreement, dated February 24, 2000, by and among Jorge L. Mas Canosa Holdings I Limited Partnership and Morgan Stanley & Co. Incorporated, Morgan Stanley & Co. International Limited, Jefferies & Company, Inc., Jefferies International Limited, and Morgan Keegan & Company, Inc.

---

\*Previously filed.

Page 6

#### SIGNATURES

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certify that the information set forth in this Amendment No. 3 to Schedule 13D is true, complete and correct.

Date: March 14, 2000

JORGE L. MAS CANOSA HOLDINGS I LIMITED  
PARTNERSHIP

By: Jorge L. Mas Canosa Holdings  
Corporation, general partner

By:/S/ JORGE MAS, PRESIDENT

-----  
Jorge Mas, President

Date: March 14, 2000

JORGE MAS HOLDINGS I  
LIMITED PARTNERSHIP

By: Jorge Mas Holdings Corporation,  
general partner

By:/S/ JORGE MAS, PRESIDENT

-----  
Jorge Mas, President

Date: March 14, 2000

/S/ JORGE MAS

-----  
JORGE MAS

Page 7

#### EXHIBIT INDEX

1. Joint Filing Agreement, dated September 23, 1998, by and among Jorge Mas, Jorge L. Mas Canosa Holdings I Limited Partnership and Jorge Mas Holdings I Limited Partnership.\*
2. Purchase and Sale Agreement, dated June 19, 1998, by and among Jorge Mas, as trustee of the Marital Trust #2 under the will of Jorge L. Mas Canosa, and Jorge Mas, Juan Carlos Mas, and Jose Ramon Mas.\*
3. Form of Promissory Note, dated July 21, 1998, by and between Jorge Mas, Juan Carlos Mas, and Jose Ramon Mas and the Marital Trust #2.\*

4. Form of Pledge and Security Agreement, dated July 21, 1998, by and between Jorge Mas, Juan Carlos Mas, and Jose Ramon Mas and the Marital Trust #2.\*
5. Form of Assignment, Acceptance, Agreement to be Bound and General Partner Consent, dated July 21, 1998, by and among Jorge Mas, Juan Carlos Mas, and Jose Ramon Mas and the Marital Trust #2 and Jorge L. Mas Canosa Holdings Corporation.\*
6. Securities Loan Agreement, dated February 24, 2000, between Jorge L. Mas Canosa Holdings I Limited Partnership and Jorge Mas.
7. Lock-up Agreement, dated February 24, 2000, by and among Jorge L. Mas Canosa Holdings I Limited Partnership and Morgan Stanley & Co. Incorporated, Morgan Stanley & Co. International Limited, Jefferies & Company, Inc., Jefferies International Limited, and Morgan Keegan & Company, Inc.

---

\*Previously filed.

## SECURITIES LOAN AGREEMENT

This Securities Loan Agreement (the "Agreement") is made as of the 24th day of February, 2000, between Jorge L. Mas Canosa Holdings I Limited Partnership, as lender (the "Lender"), and Jorge Mas, as borrower (the "Borrower").

Borrower and Lender acknowledge that pursuant to this Agreement, Lender has delivered to the U.S. Underwriters on behalf of Borrower in accordance with the Underwriting Agreement 375,000 shares of common stock of MasTec, Inc. (the "Shares") represented by the certificate(s) identified on Exhibit A attached hereto. The Shares are loaned (the "Loan") by Lender to Borrower pursuant to this Agreement upon the following terms. Lender acknowledges the receipt of \$30,000 paid by Borrower to Lender as a premium for the Loan. The purpose of the Loan is to provide the Shares to Borrower for delivery for sale by Borrower in accordance with the Underwriting Agreement.

1. TRANSFER OF RIGHTS. Borrower may sell, assign, convey and transfer all (but not personally possess or exercise any) rights incident to the Shares, and ownership thereof, including (without limitation) the rights, if any, to vote (and give proxies to vote) the Shares at any meeting of shareholders, to sell, pledge or hypothecate the Shares upon any terms and conditions, to receive and have sole use and benefit of all dividends and other distributions accruing or declared with respect to the Shares after the date of this Agreement, and all other rights, powers, offices and privileges of an owner of the Shares as the same exist without reference to this Agreement.

2. RETURN OF STOCK. Borrower will return pursuant to this Agreement (the "return") identical securities to Lender within five days after Lender's demand given to Borrower pursuant to this paragraph.

3. ADDITIONAL PAYMENTS. Borrower will also pay to Lender from time to time but not later than five days after Lender's demand given to Borrower amounts equivalent to all interest, dividends, and other distributions (other than identical securities) which the owner of identical securities subject to return from time to time pursuant to the preceding paragraph is entitled to receive during the period beginning on the date of this Agreement and ending with the return of such securities pursuant to the preceding paragraph.

4. LENDER'S RISK AND GAIN. This Agreement shall not reduce the Lender's risk of loss or opportunity for gain with respect to the identical securities. This Agreement is intended to satisfy the requirements of ss.1058(b) of the Code and of any Treasury Regulations promulgated thereunder. This Agreement shall be interpreted, construed and applied in accordance with the intent expressed in the two immediately preceding sentences.

5. SECURITY. Within five days after Lender's demand given to Borrower from time to time, Borrower shall deliver as collateral security for the Loan (the "pledge"), upon such reasonable terms as Lender shall specify, cash or identical securities (as specified by Borrower) in such amount which together with any other collateral pledged by Borrower pursuant to this paragraph does not exceed the fair market value of such identical securities as would then be subject to return to Lender if Lender then made demand for the full and final return of identical securities pursuant to paragraph 2.

6. FURTHER COOPERATION. Each of Borrower and Lender agree to execute and deliver such documents and instruments, including modifications of this Agreement, as the other may

reasonably request to further accomplish the Loan, the return, the pledge, and the intentions expressed in paragraph 4.

7. DEFINITIONS. In this Agreement,

- a. The "Code" means the Internal Revenue Code of 1986, as amended, and reference to any section of the Code

includes reference to any successor provisions of the Code corresponding to such section.

- b. The term "identical securities" means 375,000 shares of common stock of MasTec, Inc., provided, if prior to the return there is a merger, recapitalization or reorganization of the issuer of identical securities, any securities issued with respect to or in exchange for identical securities pursuant to such merger, recapitalization or reorganization shall also be identical securities.
- c. The term "securities" has the meaning given such term in ss.1236(c) of the Code.
- d. The "Underwriting Agreement" means that certain agreement dated February \_\_\_, 2000, among MasTec, Inc., the Borrower, and Morgan Stanley & Co. Incorporated, Jefferies & Company, Inc., and Morgan Keegan & Company, Inc., as representatives of the several underwriters, concerning the sale of shares of common stock of MasTec, Inc.; and the term "U.S. Underwriters" has the same meaning as in the Underwriting Agreement.

8. NOTICES. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be delivered or sent by personal delivery or overnight delivery service to the parties as follows:

Borrower:	Jorge Mas  3155 N.W. 77th Avenue Miami, Florida 33122
Lender:	Jorge L. Mas Canosa Holdings I Limited Partnership 2716 East 5th Street  Austin, Texas 78702

A notice shall be deemed given one day after its delivery to the address for the respective party as provided in this paragraph. Any person may change his address, and additional persons may be added, by notifying all of the other parties in writing in the manner set forth.

9. REMEDIES. In addition to any remedies which may be provided in this Agreement, or by law, in the event of a breach of this Agreement by any party, the other party shall have the right of specific performance. In the event of any dispute or litigation between the parties to enforce the provisions of, or with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including those for appellate proceedings and for paralegals and similar persons.

10. ENTIRE AGREEMENT. This Agreement contains the sole and entire agreement between the parties with respect to its subject matter and supersedes any and all other prior written or oral agreements between them with respect to such subject matter.

11. AMENDMENT. No amendment or modification of this Agreement shall be valid unless in writing and duly executed by the parties affected by the amendment or modification.

12. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

13. GOVERNING LAW. Subject to paragraph 4., this Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles.



The parties have executed this Agreement as of the date set forth above.

JORGE L. MAS CANOSA HOLDINGS I  
LIMITED PARTNERSHIP, lender

By: Jorge L. Mas Canosa Holdings Corporation,  
general partner

By: /s/ Juan Carlos Mas

-----  
Juan Carlos Mas, its Vice President

/s/ Jorge Mas

-----  
Jorge Mas, Borrower

#### EXHIBIT A

The following certificates representing shares of common stock of MasTec, Inc. have been delivered hereunder by Lender on behalf of Borrower in accordance with the Underwriting Agreement:

CERTIFICATE NO(S) .	SHARES
MAS 11318	100,000
MAS 11291	275,000

Witness our signatures.

JORGE L. MAS CANOSA HOLDINGS I  
LIMITED PARTNERSHIP, Lender

By: Jorge L. Mas Canosa Holdings Corporation,  
general partner

By:

-----  
Juan Carlos Mas, its Vice President

-----  
Jorge Mas, Borrower

February 24, 2000

Morgan Stanley & Co. Incorporated  
Jefferies & Company, Inc.  
Morgan Keegan & Company, Inc.  
c/o Morgan Stanley & Co. Incorporated  
1585 Broadway  
New York, NY 10036

Morgan Stanley & Co. International Limited  
Jefferies International Limited  
Morgan Keegan & Company, Inc.  
c/o Morgan Stanley & Co. International Limited  
25 Cabot Square  
Canary Wharf  
London E14 4QA  
England

Dear Sirs and Mesdames:

The undersigned understands that Morgan Stanley & Co. Incorporated ("Morgan Stanley"), Morgan Stanley & Co. International Limited ("MSIL"), Jefferies & Company, Inc., Jefferies International Limited, and Morgan Keegan & Company, Inc. propose to enter into an Underwriting Agreement (the "Underwriting Agreement") with MasTec, Inc., a Florida corporation (the "Company"), and a certain selling shareholder named therein (the "Selling Shareholder") providing for the public offering (the "Public Offering") by the several Underwriters, including Morgan Stanley and MSIL (the "Underwriters") of 2,500,000 shares (the "Shares") of the common stock, \$.10 par value, of the Company (the "Common Stock").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, the undersigned will not, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus relating to the Public Offering (the "Prospectus"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence

shall not apply to (a) the sale of any Shares to the Underwriters pursuant to the Underwriting Agreement, (b) the issuance of common stock by the Company upon the exercise of an option or warrant or the conversion of a security outstanding on the date of the Prospectus, of which the underwriters have been advised in writing, (c) any private placement of shares of common stock to a strategic investor who agrees to be bound by the terms of this agreement, (d) the issuance of shares of common stock by the Company as consideration for the purchase by it of any business or asset, (e) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering, (f) transactions relating to shares of Common Stock that do not result in a change in the beneficial owner of such shares or (g) any shares of Common Stock currently pledged to Ocean Bank unless such shares are released from the pledge and are returned to the pledgor, in which case the shares will become subject to this letter. In addition, the undersigned agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, the undersigned will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company, the Selling Shareholder and the Underwriters.

Very truly yours,

JORGE L. MAS CANOSA HOLDINGS I  
LIMITED PARTNERSHIP,  
a Texas limited partnership

By: Its Sole General Partner,  
JORGE L. MAS CANOSA  
HOLDINGS CORPORATION,  
a Texas corporation

By: /S/ JORGE MAS

-----  
Jorge Mas, President