

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

MYR Group Inc.

(Exact name of registrant as specified in its charter)

Delaware
*(State or other jurisdiction of
incorporation or organization)*

36-3158643
*(I.R.S. Employer
Identification No.)*

Three Continental Towers
1701 West Golf Road, Suite 1012
Rolling Meadows, IL 60008-4007
(Address of principal executive offices)

2006 Stock Option Plan
2007 Long-Term Incentive Plan
(Full title of the plan)

Gerald B. Engen, Jr.
Vice President, Chief Legal Officer and Secretary
MYR Group Inc.
12150 East 112th Avenue
Henderson, CO 80640
(303) 286-8000

(Name and address, including zip code, and telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered ⁽¹⁾	Amount to be registered ⁽²⁾	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, par value \$0.01 per share: shares available for issuance pursuant to employee benefit plans	1,452,500	\$9.625	\$13,980,312	\$549.43 ⁽³⁾
Common Stock, par value \$0.01 per share: shares subject to outstanding options	1,913,442	\$6.30	\$12,054,684	\$473.75 ⁽⁴⁾
Total:	3,365,942		\$26,034,996	\$1,023.18

- (1) The securities to be registered include shares of common stock and options and rights to acquire common stock.
(2) Pursuant to Rule 416 under the Securities Act of 1933, as amended, this registration statement also covers additional shares that may become issuable under the above-named plans by reason of certain corporate transactions or events, including any stock dividend, stock split, recapitalization or any other similar transaction effected without the receipt of consideration which results in an increase in the number of the registrant's outstanding shares of Common Stock.
(3) Computed in accordance with Rule 457(h) under the Securities Act by averaging the high and low sales prices of MYR Group Inc. Common Stock as reported by the NASDAQ on December 29, 2008.
(4) Computed in accordance with Rule 457(h) under the Securities Act, such computations based on the weighted average exercise price of \$6.30 per share, covering 1,913,442 options.

EXPLANATORY NOTE

This registration statement registers shares of common stock, par value \$0.01 per share ("Common Stock"), of MYR Group Inc. (the "Company") that may be issued and sold under the 2006 Stock Option Plan and the 2007 Long-Term Incentive Plan (collectively, the "Plans").

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

* The documents containing the information specified in Part I of Form S-8 will be sent or given to employees as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). Such documents need not be filed with the Securities and Exchange Commission (the "SEC") either as part of this registration statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. These documents and the documents incorporated by reference in this registration statement pursuant to Item 3 of Part II of this registration statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents previously filed with the SEC are incorporated by reference in this registration statement:

(a) The Company's Prospectus filed on November 13, 2008 pursuant to Rule 424(b)(3), in connection with the Company's Registration Statement on Form S-1, as amended (File No. 333-148864), originally filed on January 25, 2008.

(b) The Company's Quarterly Reports on Form 10-Q for the quarter ended September 30, 2008, filed with the SEC on November 13, 2008, and for the quarter ended June 30, 2008, filed with the SEC on September 16, 2008.

(c) The Company's Current Reports on Form 8-K filed with the SEC on November 13, 2008, September 4, 2008, and August 13, 2008.

(d) The description of the Company's Common Stock contained in the Registration Statement on Form 8-A/A (File No. 333-148864) filed on September 2, 2008.

In addition, all documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be part hereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this registration statement shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained in this registration statement, or in any other subsequently filed document that also is or is deemed to be incorporated by reference in this registration statement, modifies or supersedes such prior statement. Any statement contained in this registration statement shall be deemed to be modified or superseded to the extent that a statement contained in a subsequently filed document that is or is deemed to be incorporated by reference in this registration statement modifies or supersedes such prior statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

The Company's Vice President, Chief Legal Officer and Secretary Gerald B. Engen, Jr., has passed upon the validity of the shares of Common Stock to be issued under the Plans. Mr. Engen beneficially owns or has rights to acquire an aggregate of less than 1% of the Company's Common Stock.

Item 6. Indemnification of Directors and Officers.

Our restated certificate of incorporation provides that all directors, officers, employees and agents of the registrant shall be entitled to be indemnified by us to the fullest extent of the law. As a Delaware corporation, our indemnification provisions are governed by Section 145 of the Delaware General Corporation Law.

Section 145 of the Delaware General Corporation Law concerning indemnification of officers, directors, employees and agents is set forth below.

"Section 145. Indemnification of officers, directors, employees and agents; insurance.

(a) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or

other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

(b) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) To the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by



former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

(g) A corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under this section.

(h) For purposes of this section, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this section with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(k) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine a corporation's obligation to advance expenses (including attorneys' fees)."

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers, and controlling persons pursuant to the foregoing provisions, or

otherwise, we have been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment of expenses incurred or paid by a director, officer or controlling person in a successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to the court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Article Seventh of our restated certificate of incorporation provides, in relevant part:

"The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by law, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of his or her heirs, executors and personal and legal representatives; *provided, however*, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article Seventh shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition."

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description
4.1*	Specimen Common Stock Certificate
4.2*	Restated Certificate of Incorporation
4.3*	Amended and Restated By-Laws
5.1	Opinion of Gerald B. Engen, Jr.
10.1*	2007 Long-Term Incentive Plan
10.2*	2006 Stock Option Plan
10.3	Form of Non-Management Option Award

- 10.4 Form of Director Option Award
- 10.5 Form of Management Option Award
- 23.1 Consent of PricewaterhouseCoopers LLP
- 23.2 Consent of Gerald B. Engen, Jr. (included in Exhibit 5.1)
- 24.1 Power of Attorney (included on the signature pages hereto)

* Incorporated by reference to the Company's Registration Statement on Form S-1 (File No. 333-148864), as amended, originally filed with the SEC on January 25, 2008.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rolling Meadows, State of Illinois, on December 30, 2008.

MYR GROUP INC.

By: /s/ William A. Koertner
Name: William A. Koertner
Title: Chairman, President and Chief Executive Office

POWER OF ATTORNEY

Each of the undersigned officers and directors of MYR Group Inc., a Delaware corporation, hereby constitutes and appoints Gerald B. Engen, Jr. and William A. Koertner and each of them, severally, as his or her attorney-in-fact and agent, with full power of substitution and resubstitution, in his or her name and on his or her behalf, to sign in any and all capacities this registration statement and any and all amendments (including post-effective amendments) and exhibits to this registration statement and any and all applications and other documents relating thereto, with the Securities and Exchange Commission, with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
/s/ William A. Koertner William A. Koertner	Chairman, President and Chief Executive Officer (Principal Executive Officer)	December 30, 2008
/s/ Marco A. Martinez Marco A. Martinez	Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	December 30, 2008
/s/ Jack L. Alexander Jack L. Alexander	Director	December 30, 2008

<u>Signature</u>	<u>Title</u>	<u>Date</u>
/s/ Larry F. Altenbaumer Larry F. Altenbaumer	Director	December 30, 2008
/s/ Henry W. Fayne Henry W. Fayne	Director	December 30, 2008
/s/ Betty R. Johnson Betty R. Johnson	Director	December 30, 2008
/s/ Gary R. Johnson Gary R. Johnson	Director	December 30, 2008
/s/ William D. Patterson William D. Patterson	Director	December 30, 2008
/s/ Carter A. Ward Carter A. Ward	Director	December 30, 2008

EXHIBIT INDEX

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Opinion of Gerald B. Engen, Jr.

MYR Group Inc.
1701 W. Golf Road
Rolling Meadows, Illinois 60008

December 30, 2008

MYR Group Inc.
1701 W. Golf Road
Rolling Meadows, Illinois 60008

Re: MYR Group Inc. Registration Statement on Form S-8

Ladies and Gentlemen:

I am the Vice President, Chief Legal Officer and Secretary of MYR Group Inc., a Delaware corporation (the "Company"). I have acted as counsel to the Company in connection with the filing of a Registration Statement on Form S-8 (together with all exhibits thereto, the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), for the registration of 3,365,942 shares (the "Shares") of common stock, par value \$0.01 per share, of the Company (the "Common Stock") issuable pursuant to the Company's 2006 Stock Option Plan and the 2007 Long-Term Incentive Plan (the "Plans").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

In connection with this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of (i) the Registration Statement, as filed on the date hereof with the Securities and Exchange Commission (the "SEC") under the Act, (ii) the Plans, (iii) the form of grant agreement applicable to each of the Plans, respectively, (iv) the Restated Certificate of Incorporation of the Company, as currently in effect, (v) the Amended and Restated Bylaws of the Company, as currently in effect, (vi) a specimen common stock certificate representing the Shares, and (vii) certain resolutions adopted by the Board of Directors of the Company relating to the Plans and the filing of the Registration Statement.

I also have examined originals or copies, certified or otherwise identified to my satisfaction, of such records of the Company and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Company and others, and such other documents as I have deemed necessary or appropriate as a basis for the opinion set forth herein.

In my examination, I have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies. In making my examination of executed documents or documents to be executed, I have assumed that the parties thereto, other than the Company, had or will have the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and the execution and delivery by such parties of such documents and the validity and binding effect thereof on such parties. As to any facts material to the opinion expressed herein that I did not independently establish or verify, I have relied upon statements and representations of officers and other representatives of the Company and others and of public officials.

The opinion set forth below is subject to the following further qualifications, assumptions and limitations:

- (a) I have assumed that the Shares will be issued in accordance with grant agreements in the form of the applicable form of grant agreement;
- (b) I have assumed that the consideration received by the Company for each Share issued upon the exercise of options and delivered pursuant to each such grant agreement shall not be less than the exercise price described in the Registration Statement; and
- (c) I have assumed that the registrar and transfer agent for the Common Stock will duly register such issuance and countersign the stock certificates evidencing such Shares and such stock certificates will conform to the specimen certificate examined by me.

My opinion set forth below is limited to Delaware corporate law. The opinions expressed herein are based on laws in effect on the date hereof, which laws are subject to change with possible retroactive effect.

Based upon and subject to the foregoing, I am of the opinion that the Shares under the Plans have been duly and validly authorized, and when the Shares have been issued, delivered and paid for pursuant to the terms of the Plans and duly registered by the transfer agent and registrar, such Shares will be validly issued, fully paid and non-assessable.

I hereby consent to the filing of this opinion with the SEC as an exhibit to the Registration Statement. In giving this consent, I do not thereby admit that I am included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the SEC promulgated thereunder. This opinion is express as of the date hereof unless otherwise expressly stated, and I disclaim my undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,

/s/ Gerald B Engen, Jr.
Gerald B. Engen, Jr.

**FORM OF
MYR GROUP INC.
2007 LONG-TERM INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AWARD AGREEMENT**

THIS AGREEMENT is made by and between **MYR GROUP INC.**, a Delaware corporation (the "Company"), and [REDACTED], ("Optionee"), as of [REDACTED].

RECITALS

A. The Company has adopted and approved the MYR Group Inc. 2007 Long-Term Incentive Plan (the "Plan"), a copy of which is attached to this Agreement; and

B. The Committee appointed to administer the Plan has determined that Optionee is eligible to participate in the Plan and that it would be to the advantage and best interest of the Company and its stockholders to grant the Option provided for herein to Optionee; and

C. This Agreement is prepared in conjunction with and under the terms of the Plan. Terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan; and

D. Optionee has accepted the grant of the Option and agreed to the terms and conditions hereinafter stated.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND OF THE PROMISES AND CONDITIONS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

**ARTICLE I
GRANT OF OPTION**

Section 1.1 - Grant of Option.

Subject to the provisions of this Agreement and the provisions of the Plan, the Company has granted effective [REDACTED] (the "Effective Date") to Optionee the right and option to purchase all or any part of [REDACTED] shares of common stock, par value \$.01 per share ("Stock"), of the Company. The Option granted pursuant to this Agreement is not intended to qualify as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

Section 1.2 - Exercise Price.

The exercise price of the Option shall be \$Per Share Offering Price per share of Stock subject to the Option.

**ARTICLE II
VESTING AND EXERCISABILITY**

Section 2.1 - Vesting and Exercisability.

(i) Vesting Schedule. Except as otherwise provided herein or in the Plan, the Option shall become 100 percent vested four years from the date of grant, if Optionee has continuously provided services to the Company or a Subsidiary or has been continuously employed by the Company or a Subsidiary until such date. Prior to becoming 100 percent vested, the Option shall become exercisable in four cumulative installments as follows and shall remain exercisable until the tenth anniversary of the date of grant (the "Option Term"), subject to the forfeiture provisions set forth in Section 2.2(a):

%	Number of Shares	Date First Available For Exercise
25%	[]	[]
25%	[]	[]
25%	[]	[]
25%	[]	[]

Section 2.2 - Expiration of Option.

(a) Except as set forth herein or in subsections (b), (c), (d) or (e) below, an Option may not be exercised unless the Optionee is then in the employ of, maintains an independent contractor relationship with, or is a director of, the Company or a Subsidiary (or a company or a parent or subsidiary company of such company issuing or assuming the Option in a transaction to which Section 424(a) of the Code applies), and unless the Optionee has remained continuously so employed, or continuously maintained such relationship, since the date of grant of the Option.

(b) If the Optionee's employment or service terminates because of Optionee's death or disability, all of the Optionee's Options (regardless of the extent to which such Options are then exercisable) shall remain exercisable until the earlier of (i) one (1) year following the date of such termination of employment or service and (ii) expiration of the term of the Option and shall thereafter terminate.

(c) If the Optionee's employment or service terminates upon the Optionee's retirement on or after the Optionee's attainment of his "normal retirement age" (as such term is defined in the Social Security Act of 1935, as amended), the portions of outstanding Options granted to the Optionee that are exercisable as of the date of such termination of employment or service shall remain exercisable until the earlier of (i) one (1) year following the date of such termination of employment or service and (ii) expiration of the term of the Option and shall thereafter terminate. All additional portions of outstanding Options granted to such Optionee which are not exercisable as of the date of such termination of employment or service, shall terminate upon the date of such termination of employment or service.

(d) If the Optionee's employment or service is terminated for Cause, all vested and unvested outstanding Options granted to such Optionee shall terminate on the date of the Optionee's termination of employment or service.

(e) If the Optionee's employment or service with the Company and its Subsidiaries terminates (including by reason of the Subsidiary which employs the Optionee ceasing to be a Subsidiary of the Company) other than as described in subsections (b), (c) and (d) above, the portions of outstanding Options granted to the Optionee that are exercisable as of the date of such termination of employment or service shall remain exercisable until the earlier of (i) 90 days following the date of such termination of employment or service and (ii) expiration of the term of the Option and shall thereafter terminate. All additional portions of outstanding Options granted to such Optionee which are not exercisable as of the date of such termination of employment or service, shall terminate upon the date of such termination of employment or service.

ARTICLE III EXERCISE OF OPTION

Section 3.1 - Manner of Exercise.

(a) The Option, to the extent then vested and exercisable, shall be exercisable by delivery to the Company of a written notice stating the number of shares as to which the Option is exercised pursuant to this Agreement and a designation of the method of payment of the exercise price with respect to Stock to be purchased. An Option may not be exercised for less than 100 shares of Stock (or the number of remaining shares of Stock subject to the Option if less than 100).

(b) The exercise price of the Option, or portion thereof, with respect to Stock to be purchased, shall be paid in full at the time of exercise; payment may be made in cash, which may be paid by check, or other instrument or in any other manner acceptable to the Company. In addition, any amount necessary to satisfy applicable federal, state or local tax requirements shall be paid promptly upon notification of the amount due. The Committee may permit, in its sole discretion, such amount to be paid in Stock previously

owned by the employee, or a portion of Stock that otherwise would be distributed to such employee upon exercise of the Option, or a combination of cash and such Stock.

ARTICLE IV MISCELLANEOUS

Section 4.1 - Transferability of Option.

Unless the Committee determines otherwise, the Option is nontransferable except by will or the laws of descent and distribution.

Section 4.2 - Taxes and Withholdings.

Not later than the date of exercise of the Option granted hereunder, Optionee shall pay to the Company or make arrangements satisfactory to the Committee regarding payment of any federal, state or local taxes of any kind required by law to be withheld upon the exercise of such Option. The Company shall, to the extent permitted or required by law, have the right to deduct from any payment of any kind otherwise due to Optionee federal, state, and local taxes of any kind required by law to be withheld upon the exercise of such option.

Section 4.3 - Restrictive Covenants.

If the Optionee engages in any conduct in breach of any noncompetition, nonsolicitation or confidentiality obligations to the Company under any agreement, policy or plan, then such conduct shall also be deemed to be a breach of the terms of the Plan and this Agreement. Upon such breach the Option shall be cancelled and, if and to the extent the Option was exercised within a period of 18 months prior to such breach, the Optionee shall be required to return to the Company, upon demand, any cash or equity acquired by Optionee upon such exercise or sale.

Section 4.4 - Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Optionee and the Optionee's legal representative in respect of any questions arising under the Plan or this Agreement.

Section 4.5 - Notices.

Any notice to be given under the terms of this Agreement shall be in writing and addressed to the Company at 12150 East 112th Avenue, Henderson, Colorado, 80640, Attention: Chief Legal Officer, and to Optionee at the address set forth below or at such other address as either party may hereafter designate in writing to the other by like notice.

Section 4.6 - Effect of Agreement.

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Company.

Section 4.7 - Conflicts and Interpretations.

In the event of any ambiguity in this Agreement, any term which is not defined in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern.

Section 4.8 - Amendment.

This Agreement may not be amended in any manner except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of such party of a provision of this Agreement.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by a duly authorized officer and Optionee has hereunto set Optionee's hand.

MYR GROUP INC.

By:

Name:

Title:

Signature of Optionee:

[Employee Name

Address

S/C/Z

Social Security Number

**FORM OF
MYR GROUP INC.
2007 LONG-TERM INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AWARD AGREEMENT**

THIS AGREEMENT is made by and between **MYR GROUP INC.**, a Delaware corporation (the "Company"), and _____, ("Optionee"), as of [_____].

RECITALS

- A. The Company has adopted and approved the MYR Group Inc. 2007 Long-Term Incentive Plan (the "Plan"), a copy of which is attached to this Agreement; and
- B. The Committee appointed to administer the Plan has determined that Optionee is eligible to participate in the Plan and that it would be to the advantage and best interest of the Company and its stockholders to grant the Option provided for herein to Optionee; and
- C. This Agreement is prepared in conjunction with and under the terms of the Plan. Terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan; and
- D. Optionee has accepted the grant of the Option and agreed to the terms and conditions hereinafter stated.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND OF THE PROMISES AND CONDITIONS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

**ARTICLE I
GRANT OF OPTION**

Section 1.1 - Grant of Option.

Subject to the provisions of this Agreement and the provisions of the Plan, the Company has granted effective [_____] (the "Effective Date") to Optionee the right and option to purchase all or any part of [_____] shares of common stock, par value \$.01 per share ("Stock"), of the Company. The Option granted pursuant to this Agreement is not intended to qualify as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

Section 1.2 - Exercise Price.

The exercise price of the Option shall be \$[Per Share Offering Price] per share of Stock subject to the Option.

ARTICLE II

VESTING AND EXERCISABILITY

Section 2.1 - Vesting and Exercisability.

(i) Vesting Schedule. Except as otherwise provided herein or in the Plan, the Option shall become 100 percent vested four years from the date of grant, if Optionee has continuously provided services to the Company or a Subsidiary until such date. Prior to becoming 100 percent vested, the Option shall become exercisable in four cumulative installments as follows and shall remain exercisable until the tenth anniversary of the date of grant (the "Option Term"), subject to the forfeiture provisions set forth in Section 2.2(a):

<u>%</u>	<u>Number of Shares</u>	<u>Date First Available For Exercise</u>
25%		
25%		
25%		
25%		

(ii) Accelerated Vesting. In the event of a Change in Control during the Option Term, the Option shall become 100 percent vested and exercisable (regardless of the extent to which such Option was then vested) as of the date of such Change in Control.

Section 2.2 - Expiration of Option.

(a) Except as set forth herein or in subsection (b) below, an Option may not be exercised unless the Optionee is then a director of the Company or a Subsidiary (or a company or a parent or subsidiary company of such company issuing or assuming the Option in a transaction to which Section 424(a) of the Code applies), and unless the Optionee has continuously maintained such relationship, since the date of grant of the Option.

(b) If the Optionee's service with the Company and its Subsidiaries terminates for any reason, the portions of outstanding Options granted to the Optionee that are

exercisable as of the date of such termination of employment or service shall remain exercisable until the earlier of (i) 90 days following the date of such termination of service and (ii) expiration of the term of the Option and shall thereafter terminate. All additional portions of outstanding Options granted to such Optionee which are not exercisable as of the date of such termination of employment or service, shall terminate upon the date of such termination of employment or service.

**ARTICLE III
EXERCISE OF OPTION**

Section 3.1 - Manner of Exercise.

(a) The Option, to the extent then vested and exercisable, shall be exercisable by delivery to the Company of a written notice stating the number of shares as to which the Option is exercised pursuant to this Agreement and a designation of the method of payment of the exercise price with respect to Stock to be purchased. An Option may not be exercised for less than 100 shares of Stock (or the number of remaining shares of Stock subject to the Option if less than 100).

(b) The exercise price of the Option, or portion thereof, with respect to Stock to be purchased, shall be paid in full at the time of exercise; payment may be made in cash, which may be paid by check, or other instrument or in any other manner acceptable to the Company. In addition, any amount necessary to satisfy applicable federal, state or local tax requirements shall be paid promptly upon notification of the amount due. The Committee may permit, in its sole discretion, such amount to be paid in Stock previously owned by the employee, or a portion of Stock that otherwise would be distributed to such employee upon exercise of the Option, or a combination of cash and such Stock.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1 - Transferability of Option.

Unless the Committee determines otherwise, the Option is nontransferable except by will or the laws of descent and distribution.

Section 4.2 - Taxes and Withholdings.

Not later than the date of exercise of the Option granted hereunder, Optionee shall pay to the Company or make arrangements satisfactory to the Committee regarding payment of any federal, state or local taxes of any kind required by law to be withheld upon the exercise of such Option. The Company shall, to the extent permitted or required by law, have the right to deduct from any payment of any kind otherwise due to Optionee federal, state, and local taxes of any kind required by law to be withheld upon the exercise of such option.

Section 4.3 - Restrictive Covenants.

If the Optionee engages in any conduct in breach of any noncompetition, nonsolicitation or confidentiality obligations to the Company under any agreement, policy or plan, then such conduct shall also be deemed to be a breach of the terms of the Plan and this Agreement. Upon such breach the Option shall be cancelled and, if and to the extent the Option was exercised within a period of 18 months prior to such breach, the Optionee shall be required to return to the Company, upon demand, any cash or equity acquired by Optionee upon such exercise or sale.

Section 4.4 - Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Optionee and the Optionee's legal representative in respect of any questions arising under the Plan or this Agreement.

Section 4.5 - Notices.

Any notice to be given under the terms of this Agreement shall be in writing and addressed to the Company at 12150 East 112th Avenue, Henderson, Colorado, 80640, Attention: Chief Legal Officer, and to Optionee at the address set forth below or at such other address as either party may hereafter designate in writing to the other by like notice.

Section 4.6 - Effect of Agreement.

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Company.

Section 4.7 - Conflicts and Interpretations.

In the event of any ambiguity in this Agreement, any term which is not defined in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern.

Section 4.8 - Amendment.

This Agreement may not be amended in any manner except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of such party of a provision of this Agreement.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by a duly authorized officer and Optionee has hereunto set Optionee's hand.

MYR GROUP INC.

BY:

Signature of Optionee:

Address

Social Security Number

**FORM OF
MYR GROUP INC.
2007 LONG-TERM INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AWARD AGREEMENT**

THIS AGREEMENT is made by and between **MYR GROUP INC.**, a Delaware corporation (the "Company"), and _____, ("Optionee"), as of [_____].

RECITALS

- A. The Company has adopted and approved the MYR Group Inc. 2007 Long-Term Incentive Plan (the "Plan"), a copy of which is attached to this Agreement; and
- B. The Committee appointed to administer the Plan has determined that Optionee is eligible to participate in the Plan and that it would be to the advantage and best interest of the Company and its stockholders to grant the Option provided for herein to Optionee; and
- C. This Agreement is prepared in conjunction with and under the terms of the Plan. Terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan; and
- D. Optionee has accepted the grant of the Option and agreed to the terms and conditions hereinafter stated.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND OF THE PROMISES AND CONDITIONS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

**ARTICLE I
GRANT OF OPTION**

Section 1.1 - Grant of Option.

Subject to the provisions of this Agreement and the provisions of the Plan, the Company has granted effective [_____] (the "Effective Date") to Optionee the right and option to purchase all or any part of [_____] shares of common stock, par value \$.01 per share ("Stock"), of the Company. The Option granted pursuant to this Agreement is not intended to qualify as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

Section 1.2 - Exercise Price.

The exercise price of the Option shall be \$[] per share of Stock subject to the Option.

**ARTICLE II
VESTING AND EXERCISABILITY**

Section 2.1 - Vesting and Exercisability.

(i) Vesting Schedule. Except as otherwise provided herein or in the Plan, the Option shall become 100 percent vested four years from the date of grant, if Optionee has continuously provided services to the Company or a Subsidiary or has been continuously employed by the Company or a Subsidiary until such date. Prior to becoming 100 percent vested, the Option shall become exercisable in four cumulative installments as follows and shall remain exercisable until the tenth anniversary of the date of grant (the "Option Term"), subject to the forfeiture provisions set forth in Section 2.2(a):

<u>%</u>	<u>Number of Shares</u>	<u>Date First Available For Exercise</u>
25%		
25%		
25%		
25%		

(ii) Accelerated Vesting. In the event of (A) a Change in Control or (B) Optionee's termination of employment or service (1) without "Cause" or with "Good Reason" (as each term is defined in the Optionee's Employment Agreement with the Company, dated December 1, 2007 (the "Employment Agreement")); (2) upon death or Disability (as such term is defined in the Employment Agreement); or (3) upon retirement after having attained "normal retirement age" (as such term is defined in the Social Security Act of 1935, as amended), in each case, during the Option Term, the Option shall become 100 percent vested and exercisable (regardless of the extent to which such Option was then vested) as of the date of such termination of the Optionee's employment or service or such Change in Control, as applicable.

Section 2.2 - Expiration of Option.

(a) Except as set forth herein or in subsections (b), (c), (d) or (e) below, an Option may not be exercised unless the Optionee is then in the employ of, maintains an independent contractor relationship with, or is a director of, the Company or a Subsidiary

(or a company or a parent or subsidiary company of such company issuing or assuming the Option in a transaction to which Section 424(a) of the Code applies), and unless the Optionee has remained continuously so employed, or continuously maintained such relationship, since the date of grant of the Option.

(b) If the Optionee's employment or service terminates because of Optionee's death or Disability, all of the Optionee's Options (regardless of the extent to which such Options are then exercisable) shall remain exercisable until the earlier of (i) three (3) years following the date of such termination of employment or service and (ii) expiration of the term of the Option and shall thereafter terminate.

(c) If the Optionee's employment or service terminates upon the Optionee's retirement on or after the Optionee's attainment of his "normal retirement age" (as such term is defined in the Social Security Act of 1935, as amended), the portions of outstanding Options granted to the Optionee that are exercisable as of the date of such termination of employment or service shall remain exercisable until the earlier of (i) three (3) years following the date of such termination of employment or service and (ii) expiration of the term of the Option and shall thereafter terminate.

(d) If the Optionee's employment or service is terminated for Cause, all vested and unvested outstanding Options granted to such Optionee shall terminate on the date of the Optionee's termination of employment or service.

(e) If the Optionee's employment or service with the Company and its Subsidiaries terminates (including by reason of the Subsidiary which employs the Optionee ceasing to be a Subsidiary of the Company) other than as described in subsections (b), (c) and (d) above, the portions of outstanding Options granted to the Optionee that are exercisable as of the date of such termination of employment or service shall remain exercisable until the earlier of (i) 90 days following the date of such termination of employment or service and (ii) expiration of the term of the Option and shall thereafter terminate. All additional portions of outstanding Options granted to such Optionee which are not exercisable as of the date of such termination of employment or service, shall terminate upon the date of such termination of employment or service.

ARTICLE III EXERCISE OF OPTION

Section 3.1 - Manner of Exercise.

(a) The Option, to the extent then vested and exercisable, shall be exercisable by delivery to the Company of a written notice stating the number of shares as to which the Option is exercised pursuant to this Agreement and a designation of the method of payment of the exercise price with respect to Stock to be purchased. An Option may not be exercised for less than 100 shares of Stock (or the number of remaining shares of Stock subject to the Option if less than 100).

(b) The exercise price of the Option, or portion thereof, with respect to Stock to be purchased, shall be paid in full at the time of exercise; payment may be made in cash, which may be paid by check, or other instrument or in any other manner acceptable to the Company. In addition, any amount necessary to satisfy applicable federal, state or local tax requirements shall be paid promptly upon notification of the amount due. The Committee may permit, in its sole discretion, such amount to be paid in Stock previously owned by the employee, or a portion of Stock that otherwise would be distributed to such employee upon exercise of the Option, or a combination of cash and such Stock.

ARTICLE IV MISCELLANEOUS

Section 4.1 - Transferability of Option.

Unless the Committee determines otherwise, the Option is nontransferable except by will or the laws of descent and distribution.

Section 4.2 - Taxes and Withholdings.

Not later than the date of exercise of the Option granted hereunder, Optionee shall pay to the Company or make arrangements satisfactory to the Committee regarding payment of any federal, state or local taxes of any kind required by law to be withheld upon the exercise of such Option. The Company shall, to the extent permitted or required by law, have the right to deduct from any payment of any kind otherwise due to Optionee federal, state, and local taxes of any kind required by law to be withheld upon the exercise of such option.

Section 4.3 - Restrictive Covenants.

If the Optionee engages in any conduct in breach of any noncompetition, nonsolicitation or confidentiality obligations to the Company under any agreement, policy or plan, then such conduct shall also be deemed to be a breach of the terms of the Plan and this Agreement. Upon such breach the Option shall be cancelled and, if and to the extent the Option was exercised within a period of 18 months prior to such breach, the Optionee shall be required to return to the Company, upon demand, any cash or equity acquired by Optionee upon such exercise or sale.

Section 4.4 - Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Optionee and the Optionee's legal representative in respect of any questions arising under the Plan or this Agreement.

Section 4.5 - Notices.

Any notice to be given under the terms of this Agreement shall be in writing and addressed to the Company at 12150 East 112th Avenue, Henderson, Colorado, 80640, Attention: Chief Legal Officer, and to Optionee at the address set forth below or at such other address as either party may hereafter designate in writing to the other by like notice.

Section 4.6 - Effect of Agreement.

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Company.

Section 4.7 - Conflicts and Interpretations.

In the event of any ambiguity in this Agreement, any term which is not defined in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern.

Section 4.8 - Amendment.

This Agreement may not be amended in any manner except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of such party of a provision of this Agreement.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by a duly authorized officer and Optionee has hereunto set Optionee's hand.

MYR GROUP INC.

BY:

Signature of Optionee:

Address

Social Security Number

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our Predecessor report dated November 24, 2007, except for Note 2 which is as of December 13, 2007 and our Successor report dated March 24, 2008, relating to the consolidated financial statements of MYR Group, Inc., which appear in MYR Group, Inc.'s Form S-1 (File No. 333-148864), as amended.

/s/ PricewaterhouseCoopers LLP
Chicago, IL
December 30, 2008