

**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 3-1012**  
**Rolling Meadows, IL 60008-4210**  
(Address of principal executive offices)

**2007 Long-Term Incentive Plan (Amended and Restated as of May 5, 2011)**  
(Full title of the plan)

**Gerald B. Engen, Jr.**  
**Senior Vice President, Chief Legal Officer and Secretary**  
**MYR Group Inc.**  
**12150 East 112th Avenue**  
**Henderson, CO 80640**  
(Name and address of agent for service)

**(303) 286-8000**  
(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):

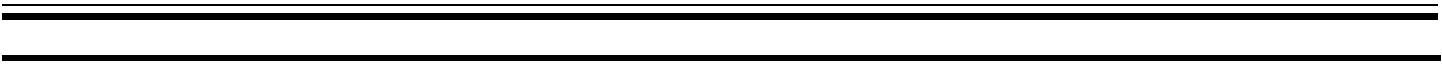
Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>

(Do not check if a smaller reporting company)

**CALCULATION OF REGISTRATION FEE**

Title of securities to be registered	Amount to be registered(1)(2)	Proposed maximum offering price per share	Proposed maximum aggregate offering price(3)	Amount of registration fee
Common Stock, par value \$0.01 per share	1,000,000	\$ 24.24	\$ 24,240,000	\$ 2,814.27

- (1) Consists of additional shares of common stock (the "Common Stock") of MYR Group Inc. (the "Registrant") issuable pursuant to the Registrant's 2007 Long-Term Incentive Plan (Amended and Restated as of May 5, 2011) (the "Plan").
- (2) In addition, pursuant to Rule 416(c) under the Securities Act of 1933 (the "Securities Act"), this registration statement also covers an indeterminate amount of interests issuable pursuant to stock splits, stock dividends or similar transactions in accordance with the Plan.
- (3) Estimated solely for purposes of calculation of the registration fee, calculated pursuant to paragraphs (c) and (h) of Rule 457 of the General Rules and Regulations under the Securities Act, on the basis of the average of the high and low sales prices of the Common Stock on May 6, 2011 as reported on the Nasdaq Global Market.



## EXPLANATORY NOTE

The shares of Common Stock of the Registrant being registered pursuant to this Registration Statement are additional securities of the same class as the securities for which a Registration Statement on Form S-8 (File No. 333-156501) was filed with the Securities and Exchange Commission on December 30, 2008 related to the Plan. Pursuant to General Instruction E to Form S-8, the contents of that registration statement are incorporated by reference into this Registration Statement.

### PART I

#### INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

The Registrant will send or give the documents containing the information required by Part I of Form S-8 to participants in the Plan as specified by Securities Act Rule 428(b)(1).

### PART II

#### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

**Item 3. Incorporation of Documents by Reference.**

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

- (a) the Registrant's Annual Report on Form 10-K for the year ended December 31, 2010, filed with the Commission on March 8, 2011 (File No. 001-08325);
- (b) the Registrant's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2011, filed with the Commission on May 9, 2011 (File No. 001-08325);
- (c) The Registrant's Current Report on Form 8-K filed with the Commission on May 11, 2011; and
- (d) The Registrant's Registration Statement on Form S-8, filed with the Commission on December 30, 2008 (File No. 333-156501).

All documents filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, will 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 any document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such

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statement. Any such statement so modified or superseded will not be deemed, except as 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 Senior 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.**

Section 145 of the Delaware General Corporation Law (the "DGCL") provides that a corporation may indemnify its directors and officers, as well as other employees and individuals, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation (a "derivative action")), if they acted in good faith and in a manner they 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 their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys' fees), judgments, fines and amounts incurred in connection with the defense or settlement of such actions, and the statute requires court approval before there can be any indemnification in which the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) payments of unlawful dividends or unlawful stock repurchases or redemptions, or (iv) any transaction from which the director derived an improper personal benefit.

Article Seventh of the Registrant's Certificate of Incorporation provides that "[t]he 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.” Article VIII of the Company’s By-Laws provides for similar rights.

In accordance with the Articles of Incorporation and the By-Laws, the Registrant enters into certain indemnification agreements with its officers and directors. The indemnification agreements provide the Registrant’s officers and directors with further indemnification, to the maximum extent permitted by the DGCL.

The foregoing summaries are necessarily subject to the complete text of the statute, the Registrant’s Certificate of Incorporation and By-Laws, the indemnification agreements and any other arrangements referred to above, and are qualified in their entirety by reference thereto.

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 Commission, 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.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
3.1	Restated Certificate of Incorporation, incorporated by reference to exhibit 3.1 of the Company’s Registration Statement on Form S-1 (File No. 333-148864), filed with the SEC on January 25, 2008
3.2	Amended and Restated By-Laws, incorporated by reference to exhibit 3.2 of the Company’s Registration Statement on Form S-1/A (File No. 333-148864), filed with the SEC on May 13, 2008
4.1	Specimen Common Stock Certificate, incorporated by reference to exhibit 4.2 of the Company’s Registration Statement on Form S-1/A (File No. 333-148864), filed with the SEC on July 14, 2008

Exhibit No.	Description
5.1*	Opinion of Gerald B. Engen, Jr.
10.1	2007 Long-Term Incentive Plan (Amended and Restated as of May 5, 2011), incorporated by reference to exhibit 10.2 of the Company's Form 8-K (File No. 001-08325), filed with the SEC on May 11, 2011
10.2*	Form of Nonqualified Stock Option Award Agreement (Named Executive Officer) under the 2007 Long-Term Incentive Plan
10.3*	Form of Restricted Stock Award Agreement (Named Executive Officer) under the 2007 Long-Term Incentive Plan
10.4*	Form of Performance Shares Award Agreement (Named Executive Officer) under the 2007 Long-Term Incentive Plan
10.5*	Form of Restricted Stock Award Agreement (Independent Director) under the 2007 Long-Term Incentive Plan
10.6*	Form of Nonqualified Stock Option Award Agreement (Independent Director) under the 2007 Long-Term Incentive Plan
23.1*	Consent of PricewaterhouseCoopers LLC
23.2*	Consent of Ernst and Young LLP
23.3*	Consent of Gerald B. Engen, Jr. (included in Exhibit 5.1)
24.1*	Power of Attorney

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\* Filed herewith

**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;
  - (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 Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, 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, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) 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 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 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, 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 May 12, 2011.

MYR GROUP INC.

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

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>
<u>/s/ William A. Koertner</u> William A. Koertner	Chairman, President and Chief Executive Officer (Principal Executive Officer)	May 12, 2011
<u>/s/ Marco A. Martinez</u> Marco A. Martinez	Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	May 12, 2011
<u>*</u> Jack L. Alexander	Director	May 12, 2011
<u>*</u> Larry F. Altenbaumer	Director	May 12, 2011
<u>*</u> Henry W. Fayne	Director	May 12, 2011
<u>*</u> Betty R. Johnson	Director	May 12, 2011
<u>*</u> Gary R. Johnson	Director	May 12, 2011
<u>*</u> Maurice E. Moore	Director	May 12, 2011
<u>*</u> William D. Patterson	Director	May 12, 2011
* By: <u>/s/ Marco A. Martinez</u> (Attorney-in-fact)		May 12, 2011



## EXHIBIT INDEX

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\* Filed herewith

Opinion of Gerald B. Engen, Jr.

May 12, 2011

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 1,000,000 shares (the "Shares") of common stock, par value \$0.01 per share, of the Company issuable pursuant to the Company's 2007 Long-Term Incentive Plan (Amended and Restated as of May 5, 2011) (the "Plan"). In connection with the opinion expressed herein, I have examined such documents, records and matters of law as I have deemed relevant or necessary for purposes of this opinion. Based on the foregoing, and subject to the further limitations, qualifications and assumptions set forth herein, I am of the opinion that the Shares that may be issued or delivered and sold pursuant to the Plan and the authorized forms of stock awards, restricted stock awards other applicable award agreements thereunder will be, when issued or delivered and sold in accordance with such Plan and the applicable award agreements, validly issued, fully paid and nonassessable, provided that the consideration for such Shares is at least equal to the stated par value thereof.

The opinion expressed herein is limited to the General Corporation Law of the State of Delaware, including the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting such law, in each case as currently in effect, and I express no opinion as to the effect of the laws of any other jurisdiction.

I hereby consent to the filing of this opinion as Exhibit 5.1 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 Securities and Exchange Commission promulgated thereunder.

Very truly yours,

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

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## MYR GROUP INC.

NONQUALIFIED STOCK OPTION AWARD AGREEMENT  
(Named Executive Officer)

This AGREEMENT (this "Agreement") is made as of [ ] (the "Date of Grant"), by and between MYR Group Inc., a Delaware corporation (the "Company"), and [ ] ("Optionee").

1. **Grant of Option.** Pursuant to the MYR Group Inc. 2007 Long-Term Incentive Plan (the "Plan") and subject to the terms and conditions thereof and the terms and conditions hereinafter set forth, the Company hereby grants to Optionee the right and option (the "Option") to purchase all or any part of [ ] shares of Common Stock at a price of \$[ ] per share (the "Exercise Price"). 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").
  2. **Vesting Schedule.** Except as otherwise provided herein or in the Plan, the Option shall become 100 percent vested three 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 three cumulative installments as listed on Exhibit A and shall remain exercisable until the tenth anniversary of the Date of Grant (the "Option Term").
  3. **Accelerated Vesting.** Notwithstanding the provisions of Section 2 hereof, the Option shall become immediately 100 percent vested and exercisable (regardless of the extent to which such Option was then vested) if any of the following circumstances apply:
    - (a) **Termination without Cause or Good Reason:** Optionee's termination of employment without "Cause" or with "Good Reason" (as each term is defined in the Optionee's Employment Agreement with the Company, dated March 11, 2010, as may be amended from time to time (the "Employment Agreement")).
    - (b) **Death or Disability:** Optionee dies or upon his Disability (as such term is defined in the Employment Agreement).
    - (c) **Normal Retirement:** Optionee retires after having attained "normal retirement age" (as such term is defined in the Social Security Act of 1935, as amended).
    - (d) **Change in Control:** A Change in Control occurs.
  4. **Expiration of Option.**
    - (a) Except as set forth herein or in subsections (b), (c) or (d) 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
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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.

- (b) If the Optionee's employment or service terminates because of Optionee's death or Disability or 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 Option Term and shall thereafter terminate. All additional portions of outstanding Options granted to such Optionee that 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.
- (c) 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.
- (d) 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) and (c) 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 Option Term and shall thereafter terminate. All additional portions of outstanding Options granted to such Optionee that 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.

5. 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 the shares of Common Stock to be purchased. An Option may not be exercised for less than 100 shares of Common Stock (or the number of remaining shares of Common Stock subject to the Option if less than 100).
- (b) The Exercise Price, or portion thereof, with respect to the shares of Common 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. The Committee may permit, in its sole

discretion, such amount to be paid in shares of Common Stock previously owned by the Optionee, or a portion of shares of Common Stock that otherwise would be distributed to such Optionee upon exercise of the Option, or a combination of cash and such Common Stock.

6. Transferability. Transferability shall be as set forth in the Plan.
7. No Employment Contract. Nothing contained in this Agreement shall (a) confer upon Optionee any right to be employed by or remain employed by the Company, or (b) limit or affect in any manner the right of the Company to terminate the employment of Optionee at any time.
8. Withholding Taxes. If the Company shall be required to withhold any federal, state, local or foreign tax in connection with the exercise of this Option, it shall be a condition to such exercise that the Optionee pay or make arrangements satisfactory to the Company for payment of all such taxes. The Optionee may elect that all or any part of such withholding requirement be satisfied by retention by the Company of a portion of the shares purchased upon exercise of this Option. If such election is made, the shares so retained shall be credited against such withholding requirement at the Fair Market Value on the date of exercise. In no event, however, shall the Company accept shares for payment of taxes in excess of required tax withholding rates.
9. 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 equity acquired by Optionee upon such exercise or the net proceeds of any exercises and sales. For purposes of this Section 9, net proceeds shall mean the difference between the Exercise Price and the greater of (a) the price of Common Stock on the date of exercise or (b) the amount realized upon the disposition of the underlying shares, less any applicable taxes withheld by the Company.
10. Recovery of Options. If (a) the Company restates any part of its financial statements for any fiscal year or years during which the Option is not yet vested pursuant to Sections 2 or 3 due to material noncompliance with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year or years (a "Restatement") and (b) the Committee determines that Optionee is personally responsible for causing the Restatement as a result of Optionee's personal misconduct or any fraudulent activity on the part of Optionee, then the Committee has discretion to, based on applicable facts and circumstances and subject to applicable law, cause the Company to cancel the Option and, if and to the extent the Option was exercised within a period of 18 months prior to the Restatement, the Optionee shall be required to return to the Company, upon demand, any equity acquired by Optionee upon such exercise or the net proceeds of any exercises and sales. For purposes of this Section 10, net proceeds shall mean the difference between the Exercise Price and the greater of (a) the price of Common Stock on the date of

exercise or (b) the amount realized upon the disposition of the underlying shares, less any applicable taxes withheld by the Company. Notwithstanding anything herein to the contrary, Optionee's consent shall not be required for an amendment to this Agreement that is deemed necessary by the Company to ensure compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") or any regulations promulgated thereunder, including as a result of the implementation of any recoupment policy the Company adopts to comply with the requirements set forth in the Dodd-Frank Act.

11. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions that arise in connection with the grant of the Option.
12. Miscellaneous. All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Agreement shall be binding, conclusive and final. The waiver by the Company of any provision of this Agreement shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of this Agreement. Optionee agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Agreement.
13. Capitalized Terms. All capitalized terms used in this Agreement that are not defined herein shall have the meanings given them in the Plan unless the context clearly requires otherwise.

(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, as of the day and year first above written.

MYR GROUP INC.

BY: \_\_\_\_\_  
Name:  
Title:

The undersigned Optionee hereby acknowledges receipt of an executed copy of this Agreement and accepts the Option or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

\_\_\_\_\_  
Optionee

Date: \_\_\_\_\_

Exhibit A

Nonqualified Stock Options Vesting Schedule  
Date of Grant [ ]

<u>Percent of Grant Exercisable</u>	<u>Number of Shares</u>	<u>Date First Available For Exercise</u>
33.33%		
33.33%		
33.33%		

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## MYR GROUP INC.

RESTRICTED STOCK AWARD AGREEMENT  
(Named Executive Officer)

This AGREEMENT (this “Agreement”) is made as of [ ] (the “Date of Grant”), by and between MYR Group Inc., a Delaware corporation (the “Company”), and [ ] (“Grantee”).

14. Grant of Restricted Stock. Pursuant to the MYR Group Inc. 2007 Long-Term Incentive Plan (the “Plan”) and subject to the terms and conditions thereof and the terms and conditions hereinafter set forth, the Company hereby grants to Grantee [ ] shares of Common Stock (the “Restricted Stock”).
  15. Rights of Grantee. The shares of Restricted Stock subject to this grant shall be fully paid and nonassessable and shall be either (a) represented by certificates held in custody by the Company until all restrictions thereon have lapsed, together with a stock power or powers executed by the Grantee in whose name such certificates are registered, endorsed in blank and covering such shares of Restricted Stock, or (b) held at the Company’s transfer agent in book entry form with appropriate restrictions relating to the transfer of such shares of Restricted Stock, and endorsed with an appropriate legend referring to the restrictions hereinafter set forth. Grantee shall have all the rights of a stockholder with respect to such shares, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto.
  16. Restrictions on Transfer of Shares of Restricted Stock. The shares of Restricted Stock may not be transferred, assigned or subject to any encumbrance, pledge or charge, until the shares of Restricted Stock have vested as provided in Sections 4 and 5 hereof; provided, however, that the Grantee’s rights with respect to the Restricted Shares may be transferred by will or pursuant to the laws of descent and distribution. Any purported transfer in violation of the provisions of this Section 3 shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in the Restricted Shares.
  17. Vesting of Restricted Shares. Subject to the terms and conditions of this Agreement and the Plan, the shares of Restricted Stock shall vest in accordance with the vesting schedule set forth on Exhibit A hereto provided the Grantee remains continuously employed by the Company until the applicable vesting dates listed on Exhibit A.
  18. Accelerated Vesting of Restricted Shares. Notwithstanding the provisions of Section 4 hereof, the shares of Restricted Stock covered by this Agreement shall become immediately vested in full if any of the following circumstances apply:
    - (a) Termination without Cause or Good Reason: Grantee’s termination of employment without “Cause” or with “Good Reason” (as each term is defined in
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the Grantee's Employment Agreement with the Company, dated March 11, 2010, as may be amended from time to time (the "Employment Agreement").

- (b) Death or Disability: Grantee dies or upon his Disability (as such term is defined in the Employment Agreement).
  - (c) Change in Control: A Change in Control occurs while Grantee is an employee of the Company.
19. Forfeiture of Shares. Except to the extent the shares of Restricted Stock covered by this Agreement have vested pursuant to Sections 4 or 5 hereof, Grantee's right to receive the shares of Restricted Stock covered by this Agreement shall be forfeited automatically and without further notice on the date that Grantee ceases to be an employee of the Company or a Subsidiary prior to the fifth anniversary of the Date of Grant for any reason other than as described in Section 5.
  20. No Employment Contract. Nothing contained in this Agreement shall (a) confer upon Grantee any right to be employed by or remain employed by the Company, or (b) limit or affect in any manner the right of the Company to terminate the employment of Grantee at any time.
  21. Withholding Taxes. To the extent that the Company is required to withhold any federal, state, local or foreign taxes in connection with any delivery of shares of Restricted Stock to the Grantee, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the receipt of such delivery that the Grantee shall pay such taxes or make arrangements that are satisfactory to the Company for payment thereof. The Grantee may elect that all or any part of such withholding requirement be satisfied by retention by the Company of a portion of the shares of Restricted Stock delivered to the Grantee. If such election is made, the shares so retained shall be credited against such withholding requirement at the Fair Market Value on the date of such delivery. In no event, however, shall the Company accept shares for payment of taxes in excess of required tax withholding rates.
  22. Restrictive Covenants. If the Grantee 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, Grantee's right to receive the shares of Restricted Stock covered by this Agreement shall be forfeited automatically and without further notice and, if and to the extent any shares of Restricted Stock covered by this Agreement have vested pursuant to Sections 4 or 5 within a period of 18 months prior to such breach, the Grantee shall be required to return to the Company, upon demand, such shares or the net proceeds of any sales. For purposes of this Section 9, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company.
  23. Recovery of Restricted Stock. If (a) the Company restates any part of its financial statements for any fiscal year or years during which the shares of Restricted Stock

covered by this Agreement have been granted due to material noncompliance with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year or years (a "Restatement") and (b) the Committee determines that Grantee is personally responsible for causing the Restatement as a result of Grantee's personal misconduct or any fraudulent activity on the part of Grantee, then the Committee has discretion to, based on applicable facts and circumstances and subject to applicable law, cause the Grantee's right to receive the shares of Restricted Stock covered by this Agreement to be forfeited automatically and without further notice and, if and to the extent any shares of Restricted Stock covered by this Agreement have vested pursuant to Sections 4 or 5 within a period of 18 months prior to the Restatement, the Grantee shall be required to return to the Company, upon demand, such shares or the net proceeds of any sales. For purposes of this Section 10, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company. Notwithstanding anything herein to the contrary, Grantee's consent shall not be required for an amendment to this Agreement that is deemed necessary by the Company to ensure compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") or any regulations promulgated thereunder, including as a result of the implementation of any recoupment policy the Company adopts to comply with the requirements set forth in the Dodd-Frank Act.

24. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions that arise in connection with the grant of shares of Restricted Stock.
25. Miscellaneous. All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Agreement shall be binding, conclusive and final. The waiver by the Company of any provision of this Agreement shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of this Agreement. Grantee agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Agreement.
26. Capitalized Terms. All capitalized terms used in this Agreement that are not defined herein shall have the meanings given them in the Plan unless the context clearly requires otherwise.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer, as of the day and year first above written.

MYR GROUP INC.

By: \_\_\_\_\_  
Name:  
Title:

The undersigned Grantee hereby acknowledges receipt of an executed copy of this Agreement and accepts the right to receive any shares of Restricted Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

\_\_\_\_\_  
Grantee

Date: \_\_\_\_\_

**Exhibit A**

**Time Based Restricted Stock Vesting Schedule  
Grant of Date [       ]**

**Date** **Total Shares of Restricted Stock Vested**

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## MYR GROUP INC.

PERFORMANCE SHARES AWARD AGREEMENT  
(Named Executive Officer)

This AGREEMENT (this "Agreement") is made as of [ ] (the "Date of Grant"), by and between MYR Group Inc., a Delaware corporation (the "Company"), and [ ] ("Grantee").

27. Grant of Performance Shares. Pursuant to the MYR Group Inc. 2007 Long-Term Incentive Plan (the "Plan") and subject to the terms and conditions thereof and the terms and conditions hereinafter set forth, the Company hereby grants to Grantee [ ] Performance Shares (the "Target Performance Shares"), payment of which depends on the Company's performance as set forth in this Agreement and as communicated to the Grantee by the Committee (the "Statement of Performance Goals" Exhibit A hereto).
28. Earning of Target Performance Shares.
- (a) Performance Measure: The Grantee's right to receive all of, any portion of, or more than, the Target Performance Shares will be contingent upon the achievement of specified levels of the Company's Return on Equity ("ROE"), as set forth in the Statement of Performance Goals and will be measured over the period from January 1, [ ] through December 31, [ ] (the "Performance Period").
  - (b) Below Threshold: If, upon the conclusion of the Performance Period, ROE for the Performance Period falls below the threshold level, as set forth in the Performance Matrix contained in the Statement of Performance Goals, no Performance Shares for the Performance Period shall become earned.
  - (c) Threshold: If, upon the conclusion of the Performance Period, ROE for the Performance Period equals the threshold level, as set forth in the Performance Matrix contained in the Statement of Performance Goals, 50% of the Target Performance Shares for the Performance Period shall become earned.
  - (d) Between Threshold and Target: If, upon the conclusion of the Performance Period, ROE exceeds the threshold level, but is less than the target level, as set forth in the Performance Matrix contained in the Statement of Performance Goals, the Target Performance Shares shall become earned based on performance during the Performance Period, as determined by mathematical straight-line interpolation between 50% of the Target Performance Shares and 100% of the Target Performance Shares.
  - (e) Target: If, upon the conclusion of the Performance Period, ROE for the Performance Period equals the target level, as set forth in the Performance Matrix
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contained in the Statement of Performance Goals, 100% of the Target Performance Shares for the Performance Period shall become earned.

- (f) Between Target and Maximum: If, upon the conclusion of the Performance Period, ROE exceeds the target level, but is less than the maximum level, as set forth in the Performance Matrix contained in the Statement of Performance Goals, the Target Performance Shares shall become earned based on performance during the Performance Period, as determined by mathematical straight-line interpolation between 100% of the Target Performance Shares and 200% of the Target Performance Shares.
- (g) Equals or Exceeds Maximum: If, upon the conclusion of the Performance Period, ROE for the Performance Period equals or exceeds the maximum level, as set forth in the Performance Matrix contained in the Statement of Performance Goals, 200% of the Target Performance Shares shall become earned.
- (h) Conditions: Determination of Earned Award: Except as otherwise provided herein, the Grantee's right to receive any Performance Shares is contingent upon his or her remaining in the continuous employ of the Company or a Subsidiary through the end of the Performance Period. Following the Performance Period, the Committee shall determine whether and to what extent the goals relating to ROE have been satisfied for the Performance Period and shall determine the percent of Target Performance Shares that shall have become earned hereunder.
- (i) Determination Regarding ROE: All determinations involving ROE set forth in this Section 2 shall be the arithmetic average of the ROE for the Performance Period calculated by dividing the sum of the Company's ROE for each fiscal year in the Performance Period by the number of years in the Performance Period. ROE for each fiscal year in the Performance Period shall be calculated by dividing the Company's Net Income by the beginning Stockholders' Equity for that fiscal year, as determined from the Company's consolidated financial statements, net of extraordinary events which may affect the calculation, where such extraordinary events would generally be events that impact the Company's results or financial position in a manner that the Committee, in its discretion, determines produce results that are not indicative of the Company's ongoing operations, except where such action would result in the loss of the otherwise available exemption of the Performance Shares under Section 162(m) of the Internal Revenue Code. All determinations involving ROE set forth in this Section 2 shall be calculated based on U.S. Generally Accepted Accounting Principles in effect at the time ROE is established without regard to any change in accounting standards that may be required by the Financial Accounting Standards Board after the goals are established.

29. Pro Rata Earning of Target Performance Shares.

- (a) Termination without Cause or Good Reason, Death, Disability or Retirement: Notwithstanding Section 2(h), if, during the Performance Period, but before the

payment of any Performance Shares as set forth in Section 5, the Grantee's employment is terminated without "Cause" or with "Good Reason" (as each term is defined in the Grantee's Amended and Restated Employment Agreement with the Company, dated March 11, 2010, as may be amended from time to time (the "Employment Agreement")), the Grantee dies or in the event of his Disability (as such term is defined in the Employment Agreement) while in the employ of the Company or in the event of the retirement of the Grantee after having attained "normal retirement age" (as such term is defined in the Social Security Act of 1935, as amended, then the Grantee shall be entitled to receive such percent of the Target Performance Shares as is determined pursuant to Section 2 at the conclusion of the Performance Period as if the Grantee had remained in the continuous employ of the Company through the end of the Performance Period, based on the Company's ROE performance during the Performance Period, prorated, based on the number of whole months that Grantee was employed by the Company during the Performance Period.

- (b) Change in Control: Notwithstanding Section 2(h), if, during the Performance Period, but before the payment of any Performance Shares as set forth in Section 5, a Change in Control occurs while Grantee is an employee of the Company, then the Grantee shall be entitled to receive the Target Performance Shares provided for under Section 2(e).
30. Forfeiture of Award. Except to the extent Grantee has earned the right to receive Performance Shares pursuant to Sections 2 or 3 hereof, Grantee's right to receive Performance Shares shall be forfeited automatically and without further notice on the date that Grantee ceases to be an employee of the Company or a Subsidiary prior to the last day of the Performance Period or, in the event that Section 3(b) applies, the date on which the Change in Control occurs.
31. Payment of Performance Shares.
- (a) Performance Shares earned as provided in Section 2 or pursuant to Section 3(a) shall be paid to Grantee or his or her executor or administrator, as the case may be, in shares of Common Stock in the calendar year immediately following the close of the Performance Period to which the award relates, but in no event later than two and one-half (2 1/2) months after the close of the Performance Period.
- (b) The Target Performance Shares earned pursuant to Section 3(b) shall be paid to Grantee in shares of Common Stock as soon as practicable following the Change in Control, but in no event later than two and one-half (2 1/2) months following the end of the year in which the Change in Control occurs.
32. Transferability. Transferability shall be as set forth in the Plan.
33. No Employment Contract. Nothing contained in this Agreement shall (a) confer upon Grantee any right to be employed by or remain employed by the Company, or (b) limit or



affect in any manner the right of the Company to terminate the employment of Grantee at any time.

34. Taxes and Withholding. To the extent that the Company is required to withhold any federal, state, local or foreign taxes in connection with the payment of any Performance Shares, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the payment of any Performance Shares that the Grantee shall pay such taxes or make arrangements that are satisfactory to the Company for the payment thereof. The Grantee may elect that all or any part of such withholding requirement be satisfied by retention by the Company of a portion of the shares of Common Stock paid to the Grantee. If such election is made, the shares so retained shall be credited against such withholding requirement at the Fair Market Value on the date of such delivery. In no event, however, shall the Company accept shares for payment of taxes in excess of required tax withholding rates.
35. Rights of a Stockholder. The Grantee shall not have any rights of a stockholder with respect to the Performance Shares prior to the date such shares are earned.
36. Payment of Dividends. No dividends shall be accrued or earned with respect to any Performance Shares until such Performance Shares are earned by the Grantee as provided in this Agreement.
37. Adjustments. Notwithstanding any other provision hereof, the Committee shall have authority to make adjustments in the terms and conditions of, and the criteria included in, Performance Shares granted hereunder, as set forth in the Plan.
38. Restrictive Covenants. If the Grantee 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, Grantee's right to receive Performance Shares covered by this Agreement shall be forfeited automatically and without further notice and to the extent that the Grantee has received shares of Common Stock pursuant to Section 5 within a period of 18 months prior to such breach, the Grantee shall be required to return to the Company, upon demand, such shares or the net proceeds of any sales. For purposes of this Section 12, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company.
39. Recovery of Performance Shares. If (a) the Company restates any part of its financial statements for any fiscal year or years covered by the Performance Period due to material noncompliance with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year or years (a "Restatement") and (b) the Committee determines that Grantee is personally responsible for causing the Restatement as a result of Grantee's personal misconduct or any fraudulent activity on the part of Grantee, then the Committee has discretion to, based on applicable facts and circumstances and subject to applicable law, cause the Company to recover all or any portion (but no more than 100%) of the shares of Common Stock paid or payable to Grantee for the Performance

Period. The amount of any cash or shares recovered by the Company under this Section 13 shall be limited to the amount by which such shares payment exceeded the amount that would have been paid to or received by Grantee had the Company's financial statements for the applicable restated fiscal year or years been initially filed as restated, as reasonably determined by the Committee. Notwithstanding anything herein to the contrary, Grantee's consent shall not be required for an amendment to this Agreement that is deemed necessary by the Company to ensure compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") or any regulations promulgated thereunder, including as a result of the implementation of any recoupment policy the Company adopts to comply with the requirements set forth in the Dodd-Frank Act.

40. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions that arise in connection with the grant of Target Performance Shares.
41. Miscellaneous. All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Agreement shall be binding, conclusive and final. The waiver by the Company of any provision of this Agreement shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of this Agreement. Grantee agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Agreement.
42. Capitalized Terms. All capitalized terms used in this Agreement that are not defined herein shall have the meanings given them in the Plan unless the context clearly requires otherwise.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer and Grantee has executed this Agreement, as of the day and year first above written.

MYR GROUP INC.

By: \_\_\_\_\_  
Name:  
Title:

The undersigned Grantee hereby acknowledges receipt of an executed copy of this Agreement and accepts the right to receive any Performance Shares or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

\_\_\_\_\_  
Grantee

Date: \_\_\_\_\_

Exhibit A

Performance Shares

Statement of Performance Goals Performance Matrix

Performance Period January 1, [ ] Through December 31, [ ]

Threshold ROE  
Performance

Target ROE  
Performance

Maximum ROE  
Performance

%

## MYR GROUP INC.

RESTRICTED STOCK AWARD AGREEMENT  
(Independent Director)

This AGREEMENT (this “Agreement”) is made as of [ ] (the “Date of Grant”) by and between MYR Group Inc., a Delaware corporation (the “Company”), and [ ] (“Grantee”).

43. Grant of Restricted Stock. Pursuant to the MYR Group Inc. 2007 Long-Term Incentive Plan (the “Plan”) and subject to the terms and conditions thereof and the terms and conditions hereinafter set forth, the Company hereby grants to Grantee [ ] shares of Common Stock (the “Restricted Stock”).
  44. Rights of Grantee. The shares of Restricted Stock subject to this grant shall be fully paid and nonassessable and shall be either (a) represented by certificates held in custody by the Company until all restrictions thereon have lapsed, together with a stock power or powers executed by the Grantee in whose name such certificates are registered, endorsed in blank and covering such shares of Restricted Stock, or (b) held at the Company’s transfer agent in book entry form with appropriate restrictions relating to the transfer of such shares of Restricted Stock, and endorsed with an appropriate legend referring to the restrictions hereinafter set forth. Grantee shall have all the rights of a stockholder with respect to such shares, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto.
  45. Restrictions on Transfer of Shares of Restricted Stock. The shares of Restricted Stock may not be transferred, assigned or subject to any encumbrance, pledge or charge, until the shares of Restricted Stock have vested as provided in Sections 4 and 5 hereof; provided, however, that the Grantee’s rights with respect to the Restricted Shares may be transferred by will or pursuant to the laws of descent and distribution. Any purported transfer in violation of the provisions of this Section 3 shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in the Restricted Shares.
  46. Vesting of Restricted Shares. Subject to the terms and conditions of this Agreement and the Plan, the shares of Restricted Stock shall vest in accordance with the vesting schedule set forth on Exhibit A hereto provided the Grantee remains a member of the Board until the applicable vesting dates listed on Exhibit A.
  47. Accelerated Vesting of Restricted Shares. Notwithstanding the provisions of Section 4 hereof, the shares of Restricted Stock covered by this Agreement shall become immediately vested in full if a Change in Control occurs while Grantee is a member of the Board.
  48. Forfeiture of Shares. Except to the extent the shares of Restricted Stock covered by this Agreement have vested pursuant to Sections 4 or 5 hereof, Grantee’s right to receive the
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shares of Restricted Stock covered by this Agreement shall be forfeited automatically and without further notice on the date that Grantee ceases to be a member of the Board prior to the third anniversary of the Date of Grant for any reason other than as described in Section 5.

49. No Employment Contract. Nothing contained in this Agreement shall (a) confer upon Grantee any right to be employed by or remain employed by the Company, or (b) limit or affect in any manner the right of the Company to terminate the employment of Grantee at any time.
50. Withholding Taxes. To the extent that the Company is required to withhold any federal, state, local or foreign taxes in connection with any delivery of shares of Restricted Stock to the Grantee, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the receipt of such delivery that the Grantee shall pay such taxes or make arrangements that are satisfactory to the Company for payment thereof. The Grantee may elect that all or any part of such withholding requirement be satisfied by retention by the Company of a portion of the shares of Restricted Stock delivered to the Grantee. If such election is made, the shares so retained shall be credited against such withholding requirement at the Fair Market Value on the date of such delivery. In no event, however, shall the Company accept shares for payment of taxes in excess of required tax withholding rates.
51. Restrictive Covenants. If the Grantee 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, Grantee's right to receive the shares of Restricted Stock covered by this Agreement shall be forfeited automatically and without further notice and, if and to the extent any shares of Restricted Stock covered by this Agreement have vested pursuant to Sections 4 or 5 within a period of 18 months prior to such breach, the Grantee shall be required to return to the Company, upon demand, such shares or the net proceeds of any sales. For purposes of this Section 9, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company.
52. Recovery of Restricted Stock. If (a) the Company restates any part of its financial statements for any fiscal year or years during which the shares of Restricted Stock covered by this Agreement have been granted due to material noncompliance with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year or years (a "Restatement") and (b) the Committee determines that Grantee is personally responsible for causing the Restatement as a result of Grantee's personal misconduct or any fraudulent activity on the part of Grantee, then the Committee has discretion to, based on applicable facts and circumstances and subject to applicable law, cause the Grantee's right to receive the shares of Restricted Stock covered by this Agreement to be forfeited automatically and without further notice and, if and to the extent any shares of Restricted Stock covered by this Agreement have vested pursuant to Sections 4 or 5 within a period of 18 months prior to the Restatement, the Grantee shall be required to return to the Company, upon demand, such shares or the net proceeds of

any sales. For purposes of this Section 10, net proceeds shall mean the amount realized upon the disposition of the shares, less any applicable taxes withheld by the Company. Notwithstanding anything herein to the contrary, Grantee's consent shall not be required for an amendment to this Agreement that is deemed necessary by the Company to ensure compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") or any regulations promulgated thereunder, including as a result of the implementation of any recoupment policy the Company adopts to comply with the requirements set forth in the Dodd-Frank Act.

53. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions that arise in connection with the grant of shares of Restricted Stock.
54. Miscellaneous. All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Agreement shall be binding, conclusive and final. The waiver by the Company of any provision of this Agreement shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of this Agreement. Grantee agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Agreement.
55. Capitalized Terms. All capitalized terms used in this Agreement that are not defined herein shall have the meanings given them in the Plan unless the context clearly requires otherwise.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer, as of the day and year first above written.

MYR GROUP INC.

By: \_\_\_\_\_  
Name:  
Title:

The undersigned Grantee hereby acknowledges receipt of an executed copy of this Agreement and accepts the right to receive any shares of Restricted Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

\_\_\_\_\_  
Grantee

Date: \_\_\_\_\_



**Exhibit A**

**Time Based Restricted Stock Vesting Schedule**  
Grant of Date [       ]

Date	Total Shares of Restricted Stock Vested

## MYR GROUP INC.

NONQUALIFIED STOCK OPTION AWARD AGREEMENT  
(Independent Director)

This AGREEMENT (this "Agreement") is made as of [ ] (the "Date of Grant") by and between MYR Group Inc., a Delaware corporation (the "Company"), and [ ] ("Optionee").

56. Grant of Option. Pursuant to the MYR Group Inc. 2007 Long-Term Incentive Plan (the "Plan") and subject to the terms and conditions thereof and the terms and conditions hereinafter set forth, the Company hereby grants to Optionee the right and option (the "Option") to purchase all or any part of [ ] shares of Common Stock at a price of \$[ ] per share (the "Exercise Price"). 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").
57. Vesting Schedule. Except as otherwise provided herein or in the Plan, the Option shall become 100 percent vested three 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 three cumulative installments as listed on Exhibit A and shall remain exercisable until the tenth anniversary of the Date of Grant (the "Option Term").
58. Accelerated Vesting. Notwithstanding the provisions of Section 2 hereof, the Option shall become immediately 100 percent vested and exercisable (regardless of the extent to which such Option was then vested) if a Change in Control occurs.
59. 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.
  - (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 service shall remain exercisable until the earlier of (i) 90 days following the date of such termination of service and (ii) expiration of the Option Term and shall thereafter terminate. All additional portions of outstanding Options granted to such Optionee that are not exercisable as of the date of such termination of service shall terminate upon the date of such termination of service.
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60. 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 the shares of Common Stock to be purchased. An Option may not be exercised for less than 100 shares of Common Stock (or the number of remaining shares of Common Stock subject to the Option if less than 100).
  - (b) The Exercise Price, or portion thereof, with respect to the shares of Common 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. The Committee may permit, in its sole discretion, such amount to be paid in shares of Common Stock previously owned by the Optionee, or a portion of shares of Common Stock that otherwise would be distributed to such Optionee upon exercise of the Option, or a combination of cash and such Common Stock.
61. Transferability. Transferability shall be as set forth in the Plan.
62. No Employment Contract. Nothing contained in this Agreement shall (a) confer upon Optionee any right to be employed by or remain employed by the Company, or (b) limit or affect in any manner the right of the Company to terminate the employment of Optionee at any time.
63. Withholding Taxes. If the Company shall be required to withhold any federal, state, local or foreign tax in connection with the exercise of this Option, it shall be a condition to such exercise that the Optionee pay or make arrangements satisfactory to the Company for payment of all such taxes. The Optionee may elect that all or any part of such withholding requirement be satisfied by retention by the Company of a portion of the shares purchased upon exercise of this Option. If such election is made, the shares so retained shall be credited against such withholding requirement at the Fair Market Value on the date of exercise. In no event, however, shall the Company accept shares for payment of taxes in excess of required tax withholding rates.
64. 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 equity acquired by Optionee upon such exercise or the net proceeds of any exercises and sales. For purposes of this Section 9, net proceeds shall mean the difference between the Exercise Price and the greater of (a) the price of Common Stock on the date of exercise or (b) the amount realized upon the disposition of the underlying shares, less any applicable taxes withheld by the Company.

65. Recovery of Options. If (a) the Company restates any part of its financial statements for any fiscal year or years during which the Option is not yet vested pursuant to Sections 2 or 3 due to material noncompliance with any financial reporting requirement under the U.S. securities laws applicable to such fiscal year or years (a “Restatement”) and (b) the Committee determines that Optionee is personally responsible for causing the Restatement as a result of Optionee’s personal misconduct or any fraudulent activity on the part of Optionee, then the Committee has discretion to, based on applicable facts and circumstances and subject to applicable law, cause the Company to cancel the Option and, if and to the extent the Option was exercised within a period of 18 months prior to the Restatement, the Optionee shall be required to return to the Company, upon demand, any equity acquired by Optionee upon such exercise or the net proceeds of any exercises and sales. For purposes of this Section 10, net proceeds shall mean the difference between the Exercise Price and the greater of (a) the price of Common Stock on the date of exercise or (b) the amount realized upon the disposition of the underlying shares, less any applicable taxes withheld by the Company. Notwithstanding anything herein to the contrary, Optionee’s consent shall not be required for an amendment to this Agreement that is deemed necessary by the Company to ensure compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the “Dodd-Frank Act”) or any regulations promulgated thereunder, including as a result of the implementation of any recoupment policy the Company adopts to comply with the requirements set forth in the Dodd-Frank Act.
66. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions that arise in connection with the grant of the Option.
67. Miscellaneous. All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Agreement shall be binding, conclusive and final. The waiver by the Company of any provision of this Agreement shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of this Agreement. Optionee agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Agreement.
68. Capitalized Terms. All capitalized terms used in this Agreement that are not defined herein shall have the meanings given them in the Plan unless the context clearly requires otherwise.

(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, as of the day and year first above written..

MYR GROUP INC.

BY: \_\_\_\_\_  
Name:  
Title:

The undersigned Optionee hereby acknowledges receipt of an executed copy of this Agreement and accepts the Option or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

\_\_\_\_\_  
Optionee

Date: \_\_\_\_\_

Exhibit A

Nonqualified Stock Options Vesting Schedule  
Date of Grant [ \_\_\_\_\_ ]

<u>Percent of Grant Exercisable</u>	<u>Number of Shares</u>	<u>Date First Available For Exercise</u>
33.33%		
33.33%		
33.33%		

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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 report dated March 11, 2009 relating to the consolidated financial statements of MYR Group, Inc., which appears in MYR Group Inc.'s Annual Report on Form 10-K for the year ended December 31, 2010 (File No. 001-08325).

/s/ PricewaterhouseCoopers LLP  
Chicago, Illinois  
May 12, 2011

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Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-00000) pertaining to the 2007 Long-Term Incentive Plan of MYR Group Inc. of our reports dated March 8, 2011, with respect to the consolidated financial statements of MYR Group Inc. and the effectiveness of internal control over financial reporting of MYR Group Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2010, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP  
Chicago, Illinois  
May 12, 2011

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## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Each person whose signature appears below constitutes and appoints Gerald B. Engen, Jr., Marco A. Martinez and William A. Koertner as his true and lawful attorneys in fact and agents, each acting alone, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to the registration statement on Form S-8, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
<u>/s/ William A. Koertner</u> William A. Koertner	Chairman, President and Chief Executive Officer (Principal Executive Officer)	May 5, 2011
<u>/s/ Marco A. Martinez</u> Marco A. Martinez	Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	May 5, 2011
<u>/s/ Jack L. Alexander</u> Jack L. Alexander	Director	May 5, 2011
<u>/s/ Larry F. Altenbaumer</u> Larry F. Altenbaumer	Director	May 5, 2011
<u>/s/ Henry W. Fayne</u> Henry W. Fayne	Director	May 5, 2011
<u>/s/ Betty R. Johnson</u> Betty R. Johnson	Director	May 5, 2011
<u>/s/ Gary R. Johnson</u> Gary R. Johnson	Director	May 5, 2011
<u>/s/ Maurice E. Moore</u> Maurice E. Moore	Director	May 5, 2011
<u>/s/ William D. Patterson</u> William D. Patterson	Director	May 5, 2011