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

SCHEDULE 13D/A

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

Infrastructure and Energy Alternatives, Inc.

(Name of Issuer)

Common Stock, \$0.0001 par value
(Title of Class of Securities)

45686J104
(CUSIP Number)

Todd E. Molz
General Counsel, Chief Administrative Officer & Managing Director
Oaktree Capital Group Holdings GP, LLC
333 South Grand Avenue, 28th Floor
Los Angeles, California 90071
(213) 830-6300

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

August 13, 2019
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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

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

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| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Infrastructure and Energy Alternatives, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 23,641,077(1) |
| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 23,641,077(1) |
| | 10 | SHARED DISPOSITIVE POWER None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,641,077(1) | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 66.4% | |
| 14 | TYPE OF REPORTING PERSON OO | |

(1) In its capacity as the direct owner of 23,641,077 shares of common stock of the Issuer.

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| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON OT POF IEA Preferred B Aggregator, L.P. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS OO (See item 3) | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 1,018,374(1) |
| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 1,018,374(1) |
| | 10 | SHARED DISPOSITIVE POWER None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,018,374(1) | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.4% | |
| 14 | TYPE OF REPORTING PERSON PN | |

(1) In its capacity as the direct owner of warrants exercisable for 1,018,374 shares of common stock of the Issuer.

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| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON OT POF IEA Preferred B Aggregator GP, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 1,018,374* |
| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 1,018,374* |
| | 10 | SHARED DISPOSITIVE POWER None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,018,374* | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.4% | |
| 14 | TYPE OF REPORTING PERSON OO | |

* Solely in its capacity as the general partner of OT POF IEA Preferred B Aggregator, L.P.

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|--|--|---------------------------------------|
| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Oaktree Power Opportunities Fund III Delaware, L.P. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 24,659,451* |
| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 24,659,451* |
| | 10 | SHARED DISPOSITIVE POWER None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,659,451* | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 67.4% | |
| 14 | TYPE OF REPORTING PERSON PN | |

* Solely in its capacity as the controlling equityholder of Infrastructure and Energy Alternatives, LLC and the managing member of OT POF IEA Preferred B Aggregator GP, LLC.

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| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Oaktree Fund GP, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
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| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 24,659,451* |
| | 10 | SHARED DISPOSITIVE POWER None |
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| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 67.4% | |
| 14 | TYPE OF REPORTING PERSON OO | |

* Solely in its capacity as the general partner of Oaktree Power Opportunities Fund III Delaware, L.P.

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| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Oaktree Fund GP I, L.P. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
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| | 8 | SHARED VOTING POWER None |
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| | 10 | SHARED DISPOSITIVE POWER None |
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| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 67.4% | |
| 14 | TYPE OF REPORTING PERSON PN | |

* Solely in its capacity as the managing member of Oaktree Fund GP, LLC.

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| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Oaktree Capital I, L.P. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
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| | 9 | SOLE DISPOSITIVE POWER 24,659,451* |
| | 10 | SHARED DISPOSITIVE POWER None |
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| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 67.4% | |
| 14 | TYPE OF REPORTING PERSON PN | |

* Solely in its capacity as the general partner of Oaktree Fund GP I, L.P.

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| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON OCM Holdings I, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 24,659,451* |
| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 24,659,451* |
| | 10 | SHARED DISPOSITIVE POWER None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,659,451* | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 67.4% | |
| 14 | TYPE OF REPORTING PERSON OO | |

* Solely in its capacity as the general partner of Oaktree Capital I, L.P.

| | | |
|--|--|---------------------------------------|
| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Oaktree Holdings, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
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| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 24,659,451* |
| | 10 | SHARED DISPOSITIVE POWER None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,659,451* | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 67.4% | |
| 14 | TYPE OF REPORTING PERSON OO | |

* Solely in its capacity as the managing member of OCM Holdings I, LLC.

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| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Oaktree Capital Group, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 24,706,355* |
| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 24,706,355* |
| | 10 | SHARED DISPOSITIVE POWER None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,706,355* | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 67.5% | |
| 14 | TYPE OF REPORTING PERSON OO | |

* Solely in its capacity as the managing member of Oaktree Holdings, LLC and sole shareholder of Oaktree Holdings, Inc.

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| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Oaktree Capital Group Holdings GP, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 24,706,355* |
| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 24,706,355* |
| | 10 | SHARED DISPOSITIVE POWER None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,706,355* | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 67.5% | |
| 14 | TYPE OF REPORTING PERSON OO | |

* Solely in its capacity as manager of Oaktree Capital Group, LLC.

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|--|--|-----------------------------------|
| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Oaktree Capital Management, L.P. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 46,904* |
| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 46,904* |
| | 10 | SHARED DISPOSITIVE POWER None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 46,904* | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1% | |
| 14 | TYPE OF REPORTING PERSON PN | |

* Solely in its capacity as managing member of OCM FIE, LLC.

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| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON OCM FIE, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 46,904* |
| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 46,904* |
| | 10 | SHARED DISPOSITIVE POWER None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 46,904* | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1% | |
| 14 | TYPE OF REPORTING PERSON OO | |

* Solely pursuant to the policies of OCM and by virtue of the securities held by Messrs. Peter Jonna and Ian Schapiro, each a member of the issuer's board of directors.

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| 1 | NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Oaktree Holdings, Inc. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS Not applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 46,904* |
| | 8 | SHARED VOTING POWER None |
| | 9 | SOLE DISPOSITIVE POWER 46,904* |
| | 10 | SHARED DISPOSITIVE POWER None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 46,904* | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1% | |
| 14 | TYPE OF REPORTING PERSON CO | |

* Solely in its capacity as general partner of Oaktree Capital Management, L.P.

This Amendment No. 3 (“Amendment No. 3”) to Schedule 13D amends and supplements Amendment No. 1 to Schedule 13D (“Amendment No. 1”), filed on January 22, 2019 and Amendment No. 2 to Schedule 13D (“Amendment No. 2”), filed on May 29, 2019, each of which amended and supplemented the Schedule 13D originally filed with the United States Securities and Exchange Commission (the “SEC”) on April 5, 2018 (together with Amendment No. 1 and Amendment No. 2, the “Schedule 13D”), relating to Infrastructure and Energy Alternatives, Inc. (the “Issuer”).

Item 1. Security and Issuer.

Item 1 of the Schedule 13D is hereby amended and restated as follows:

This Amendment No. 3 relates to the Common Stock, \$0.0001 par value per share (“Common Stock”) of the Issuer, a Delaware corporation, with principal executive offices at 6325 Digital Way, Suite 460, Indianapolis, Indiana 46278.

As of the date of this Amendment No. 3, the Reporting Persons beneficially owned that number of shares of Common Stock (the “Subject Shares”) set forth on the cover pages hereto, which information is hereby incorporated by reference into this Item 1.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended and restated as follows:

The Reporting Persons acquired the Subject Shares, the Series A Preferred Stock, the Series B Preferred Stock and the Warrants for investment purposes and for the purposes described below.

The response to Item 6 is incorporated by reference into this Item 4.

The Reporting Persons will continuously evaluate the Issuer’s businesses, strategies, prospects, management, governance, operations, performance, financial matters, capital structure, corporate expenses, backlog and prospects, status of projects, market positions, strategic and other transactions (including transactions involving one or more of the Reporting Persons and/or their respective affiliates and/or portfolio companies and/or other stockholders of the Issuer), alternative investment opportunities and all other factors deemed relevant in determining whether additional securities will be acquired by the Reporting Persons or, if applicable, their affiliates or whether the Reporting Persons or, if applicable, any such affiliates will dispose of shares of Common Stock or other securities. At any time, additional shares of Common Stock or other securities of the Issuer may be acquired or some or all of the shares of Common Stock or other securities that are beneficially owned by the Reporting Persons may be sold, in either case in the open market, in privately negotiated transactions or otherwise. Other than as described in this Schedule 13D, none of the Reporting Persons and, to the best of their knowledge, none of the Covered Persons has any current plans or proposals which relate to or would result in any of the matters described in Items 4(a)-(j) of Schedule 13D. However, as part of their ongoing evaluation of their investment in the Subject Shares and investment alternatives, the Reporting Persons may consider such matters in the future and, subject to applicable law, may formulate a plan with respect to such matters, and, from time to time, the Reporting Persons have held and may hold discussions with or make formal proposals to management or the board of directors of the Issuer (the “Board”), including any special committees of the Board and their respective advisors, other shareholders of the Issuer or other third parties regarding such matters. In particular, the Reporting Persons expect to promptly engage in discussions with other stockholders of the Issuer regarding the implementation of the Tranche One Transaction, the provisions of the Non-Binding Indicative Term Sheet and the Tranche Two Transaction. The Reporting Persons anticipate these discussions will encompass, among other things, coordinated voting activities, the sale of the Issuer and governance rights among the stockholders of the Issuer. The Reporting Persons may exchange information with the Issuer or other persons or entities pursuant to confidentiality or similar agreements and may enter into expense reimbursement agreements with the Issuer and others.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended and restated as follows:

(a) and (b)

The information contained on the cover pages of this Schedule 13D is incorporated herein by reference. Based on the most recent Form 10-Q filed with the SEC by the Issuer on August 14, 2019, there are 22,252,489 shares of Common Stock outstanding as of August 14, 2019 ("Shares Outstanding"). The aggregate percentage of shares of Common Stock reported as owned by each of OT POF IEA Preferred B Aggregator, L.P. ("Aggregator LP") and OT POF IEA Preferred B Aggregator GP, LLC ("Aggregator GP") is based on (i) the Shares Outstanding and (ii) the 1,018,374 shares of Common Stock issuable upon exercise of the Warrants. The aggregate percentage of shares of Common Stock reported as owned by Infrastructure and Energy Alternatives, LLC ("Oaktree LLC") is based on (i) the Shares Outstanding and (ii) the 13,327,577 shares of Common Stock issuable upon conversion of the Series A Preferred Stock. The aggregate percentage of shares of Common Stock reported as owned by each of Oaktree Power Opportunities Fund III Delaware, L.P. ("Oaktree"), Oaktree Fund GP, LLC ("GP"), Oaktree Fund GP I, L.P. ("GP I"), Oaktree Capital I, L.P. ("Capital I"), OCM Holdings I, LLC ("Holdings I"), Oaktree Holdings, LLC ("Holdings LLC"), Oaktree Capital Group, LLC ("OCG") and Oaktree Capital Group Holdings GP, LLC ("OCGH GP") is based on (i) the Shares Outstanding, (ii) the 1,018,374 shares of Common Stock issuable upon exercise of the Warrants and (iii) the 13,327,577 shares of Common Stock issuable upon conversion of the Series A Preferred Stock. The aggregate percentage of shares of Common Stock reported as owned by each of Oaktree Capital Management, L.P. ("OCM"), OCM FIE, LLC ("FIE") and Oaktree Holdings, Inc. ("Holdings Inc.") is based on the Shares Outstanding. In accordance with the Amended Series A Certificate, the number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock is calculated by dividing (i) the Stated Value by (ii) the VWAP per share of common stock for the 30 consecutive trading days ending on the trading day immediately preceding the conversion date. In the event the Series A Preferred Stock is converted following an uncured non-payment, failure or default event, or if a holder of Series A Preferred Stock is converting (i) when the terms of the Series B Preferred Stock or the Issuer's existing senior credit agreement would prohibit the payment of cash dividends or (ii) when any shares of Series B Preferred Stock is outstanding, for the purposes of the foregoing calculation, VWAP per share shall be multiplied by 90%. The "VWAP per share" is defined as the per share volume-weighted average price as reported by Bloomberg (as further described in the Amended Series A Certificate). For purposes of the foregoing calculations, we have assumed a conversion date of August 15, 2019.

Oaktree LLC may be deemed to directly beneficially own 23,641,077 shares of Common Stock, which is 66.4% of the Issuer's Common Stock outstanding, and has sole power to vote and dispose of such shares. Such shares of Common Stock includes the 13,327,577 shares of Common Stock issuable upon conversion of the Series A Preferred Stock. Oaktree LLC also owns shares of Series B Preferred Stock, which are not convertible into shares of Common Stock, and therefore are not included in the number of shares set forth above.

Aggregator LP may be deemed to directly beneficially own 1,018,374 shares of Common Stock comprised of shares issuable upon exercise of the Warrants, which is 4.4% of the Issuer's Common Stock outstanding, and has sole power to vote and dispose of such shares upon exercise of the Warrants.

Aggregator GP, in its capacity as the general partner of Aggregator LP has the ability to direct the management of Aggregator LP's business, including the power to direct the decisions of Aggregator LP regarding the vote and disposition of securities held by Aggregator LP, therefore, Aggregator GP may be deemed to have indirect beneficial ownership of the Subject Shares held by Aggregator LP.

Oaktree, in its capacity as the managing member of Oaktree LLC, has the ability to direct the management of Oaktree LLC's business, including the power to direct the decisions of Oaktree LLC regarding the vote and disposition of securities held by Oaktree LLC; therefore, Oaktree may be deemed to have indirect beneficial ownership of the Subject Shares held by Oaktree LLC. Pursuant to the Investor Rights Agreement (as hereinafter defined), each of Oaktree LLC and any affiliated transferee thereof has granted a power of attorney to vote such person's shares of Common Stock and to act on such person's behalf under the Investor Rights Agreement. Additionally, Oaktree, in its capacity as the managing member of Aggregator GP, has the ability to direct the management of Aggregator GP's business, including the power to direct the decisions of Aggregator GP regarding the vote and disposition of securities held by Aggregator LP; therefore, Oaktree may be deemed to have indirect beneficial ownership of the Subject Shares held by Aggregator LP.

GP, in its capacity as general partner of Oaktree, has the ability to direct the management of Oaktree's business, including the power to direct the decisions of Oaktree regarding the vote and disposition of securities held by Oaktree LLC and/or Aggregator LP; therefore, GP may be deemed to have indirect beneficial ownership of the Subject Shares.

GP I, in its capacity as the managing member of GP, has the ability to direct the management of GP's business, including the power to direct the decisions of GP regarding the vote and disposition of securities held by Oaktree LLC and/or Aggregator LP; therefore, GP I may be deemed to have indirect beneficial ownership of the Subject Shares.

Capital I, in its capacity as the general partner of GP I, has the ability to direct the management of GP I's business, including the power to direct the decisions of GP I regarding the vote and disposition of securities held by Oaktree LLC and/or Aggregator LP; therefore, Capital I may be deemed to have indirect beneficial ownership of the Subject Shares.

Holdings I, in its capacity as the general partner of Capital I, has the ability to direct the management of Capital I's business, including the power to direct the decisions of Capital I regarding the vote and disposition of securities held by Oaktree LLC and/or Aggregator LP; therefore, Holdings I may be deemed to have indirect beneficial ownership of the Subject Shares.

Holdings LLC, in its capacity as the managing member of Holdings I, has the ability to direct the management of Holdings I's business, including the power to direct the decisions of Holdings I regarding the vote and disposition of securities held by Oaktree LLC and/or Aggregator LP; therefore, Holdings LLC may be deemed to have indirect beneficial ownership of the Subject Shares.

OCG, in its capacity as the managing member of Holdings LLC, has the ability to direct the management of Holdings LLC's business, including the power to direct the decisions of Holdings LLC regarding the vote and disposition of securities held by Oaktree LLC and/or Aggregator LP; therefore, OCG may be deemed to have indirect beneficial ownership of the Subject Shares.

OCGH GP, in its capacity as the duly appointed manager of OCG, has the ability to appoint and remove directors of OCG and, as such, may indirectly control the decisions of OCG regarding the vote and disposition of securities held by Oaktree LLC and/or Aggregator LP; therefore, OCGH GP may be deemed to have indirect beneficial ownership of the Subject Shares.

Pursuant to the policies of OCM, Messrs. Schapiro and Jonna hold their securities for the benefit of FIE. OCM is the managing member of FIE and Holdings Inc. is the general partner of OCM.

With respect to the Subject Shares reported herein, each of the Reporting Persons may be deemed to have sole voting and dispositive power or the sole power to direct the vote and disposition of the number of Subject Shares which such Reporting Person may be deemed to beneficially own as set forth above.

Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission by any of the Reporting Persons, other than Oaktree LLC and Aggregator LP, that it is the beneficial owner of any of the Subject Shares referred to herein for the purposes of Section 13(d) of the Act, or for any other purpose, and, except to the extent of its pecuniary interest, such beneficial ownership is expressly disclaimed by each Reporting Person, other than Oaktree LLC and Aggregator LP.

To the actual knowledge of the Reporting Persons, none of the Covered Persons directly owns any Subject Shares; provided, however, that because of each Covered Person's status as an investment manager, manager, general partner, director, executive officer or member of a Reporting Person, a Covered Person may be deemed to be the beneficial owner of the Subject Shares beneficially owned by such Reporting Person. Except to the extent of their pecuniary interest, each of the Covered Persons disclaims beneficial ownership of the Subject Shares reported herein and the filing of this Schedule 13D shall not be construed as an admission that any such Covered Person is the beneficial owner of any securities covered by this statement.

(c) Not applicable.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of Schedule 13D is hereby amended to add the following paragraphs below:

Second Equity Commitment Agreement

On August 13, 2019, each of Oaktree, Oaktree LLC and Aggregator LP entered into the Second Equity Commitment Agreement (the "Second Equity Commitment Agreement") with the Issuer and funds managed by the Private Equity Group of Ares Management Corporation ("Ares"). Each of Oaktree, Oaktree LLC and Aggregator LP entered into the Second Equity Commitment Agreement solely for certain limited purposes set forth therein, including (i) consenting to the issuance of the Series B Preferred Stock as contemplated therein, (ii) agreeing to sell all of its Series A Preferred Stock to Ares or another third person designated by Ares at the closing of the "Tranche 2" issuance of Series B Preferred Stock, as further described in the Non-Binding Indicative Term Sheet (as defined below) and (iii) consenting to the "Tranche 2" issuance of Series B Preferred Stock on the terms set forth in the Non-Binding Indicative Term Sheet.

Pursuant to the Second Equity Commitment Agreement, the Issuer agreed to issue and sell 50,000 shares of Series B Preferred Stock (with amended terms, as compared to the terms of the existing Series B Preferred Stock) and 900,000 warrants to purchase Common Stock (the "New 2019 Warrants") to Ares for an aggregate purchase price of \$50.0 million (the "Tranche One Transaction"). In addition, Ares will have the right to designate an additional member of the Issuer's Board following September 13, 2019, subject to the consummation of the Tranche One Transaction and certain other conditions.

Consummation of the Tranche One Transaction is subject to a number of conditions; however, funding is expected to occur within 12 business days of August 13, 2019. The closing of the transactions under the Second Equity Commitment Agreement is subject to various material closing conditions, including, but not limited to, the receipt of applicable government approvals, that no material adverse effect shall have occurred, no law or order being an impediment to the consummation of the transaction, accuracy of the representations and warranties set forth in the Second Equity Commitment Agreement, review by NASDAQ, the filing of an amended and restated certificate of designations for the Series B Preferred Stock (the "Amended and Restated Series B Certificate") with the Secretary of State of the State of Delaware and the Issuer's payment of expenses. Additionally, pursuant to the terms of the Second Equity Commitment Agreement, the Issuer will enter into an amendment to the Registration Rights Agreement with Ares and Oaktree, Oaktree LLC and Aggregator LP to provide Ares with the same rights provided under the Registration Rights Agreement with respect to the common stock issuable upon exercise of the New 2019 Warrants.

Under the Second Equity Commitment Agreement Ares will retain the right of first refusal contained in the Equity Agreement. Unless otherwise agreed by the parties or certain other conditions are not satisfied, such right may end on September 13, 2019.

The Second Equity Commitment Agreement requires that, through September 13, 2019, the Issuer shall, and shall cause its affiliates and representatives to, use reasonable best efforts (subject to applicable fiduciary duties of the Board) to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by the Non-Binding Indicative Term Sheet including, without limitation, (i) providing diligence materials, (ii) providing access to the Issuer and its subsidiaries' representatives, (iii) obtaining consents, registrations and approvals to consummate the transactions contemplated by the Non-Binding Indicative Term Sheet, (iv) negotiating and executing, in good faith, definitive documentation for the consummation of the transactions contemplated by the Non-Binding Indicative Term Sheet and (v) otherwise negotiating in good faith with respect to the transactions contemplated by the Non-Binding Indicative Term Sheet.

The Second Equity Commitment Agreement provides that, within five business days after any issuance, from time to time, of shares of Common Stock: (i) to Oaktree or its affiliates pursuant to Section 3.6 of the Merger Agreement, (ii) upon the conversion of any shares of Series A Preferred Stock, (iii) upon the exercise of any warrant with an exercise price of \$11.50 or higher and (iv) upon the exercise of any equity issued pursuant to the Issuer's long term incentive plan or other equity plan with a strike price of \$11.50 or higher (collectively, all shares issued at such time pursuant to clauses (i) through (iv), the "Additional Common Stock"), the Issuer shall issue to Ares (or such affiliate of Ares it may direct) a number of additional warrants equal to (x) the number of shares of such Additional Common Stock multiplied by (y) the applicable share factor, which additional warrants shall be adjusted pursuant to any Adjustments (as defined in the Warrant Certificate governing the New 2019 Warrants) that have occurred since the closing date.

The number of shares of common stock into which the New 2019 Warrants are exercisable is limited as necessary to comply with NASDAQ rules. The Issuer has agreed in the Second Equity Commitment Agreement to use its best efforts to obtain shareholder approval of the issuance of common stock upon exercise of the New 2019 Warrants as needed to comply with NASDAQ rules.

The foregoing description of the Second Equity Commitment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Second Equity Commitment Agreement, which is filed hereto as Exhibit 22, and is incorporated herein by reference.

Amended and Restated Series B Certificate of Designations

Upon the consummation of the Tranche One Transaction, all shares of the Series B Preferred Stock (including the existing Series B Preferred Stock issued under the Equity Agreement) will be governed by the Amended and Restated Series B Certificate. The terms of the Amended and Restated Series B Certificate include, but are not limited to, the following changes to the original certificate of designations for the Series B Preferred Stock (capitalized terms have the meaning given to them in the Amended and Restated Series B Certificate):

- The number of authorized shares of Series B Preferred Stock is increased from 50,000 to 100,000.
- The definition of “Cash Dividend Rate” is revised to mean (i) with respect to any Dividend Period for which the Total Net Leverage Ratio is greater than 1.50 to 1.00, 15% per annum (or 13.5% per annum if a Deleveraging Event has occurred prior to the date dividends are paid with respect to such Dividend Period) and (ii) with respect to any Dividend Period for which the Total Net Leverage Ratio is less than or equal to 1.50 to 1.00, 13.5% per annum for the Original Series B Preferred Stock and 12% per annum for new Series B Preferred Stock.
- The definition of “Deleveraging Event” has been revised to mean an equity financing following the Closing Date consisting of either (x) the issuance of Junior Stock, which Junior Stock does not contain any mandatory redemption provisions requiring redemption prior to February 16, 2025 (other than with respect to a change of control or liquidation event) or (y) the issuance of Parity Stock (including additional Series B Preferred Stock) to the holders of Series B Preferred Stock as of the Closing Date or their Affiliates, in each case where the proceeds of such equity financing are used exclusively by the Corporation to permanently reduce senior secured indebtedness for borrowed money for which the Corporation is the borrower or a guarantor by at least \$50 million.
- The term “Third Party Deleveraging Event” has been added, which means, any equity financing by or secondary purchase on behalf of the Issuer or its Subsidiaries, that both generates net proceeds sufficient to make the payments in connection with the repurchase or redemption of 100,000 shares of Series B Preferred Stock at specified prices and such payments are actually applied to such redemption or repayment, with such application of payments being a condition to the consummation of the transaction; provided that the funds for such equity financing are not provided by Ares or any of its Affiliates.
- The term “Total Net Leverage Ratio” has been added, which means, with respect to any Dividend Period, the “Total Net Leverage Ratio” (as defined under the Credit Agreement as in effect on the Amendment Date), calculated as of the date of the most recently provided Compliance Certificate (as defined in the Credit Agreement as in effect on the Amendment Date) as of the beginning of such Dividend Period.
- The Amended and Restated Series B Certificate provides that in the event of a Third Party Deleveraging Event, the Corporation shall, as promptly as practicable (but in any event within three (3) Business Days of the consummation of such Third Party Deleveraging Event), (A) redeem or otherwise cause to be purchased by a third party 50,000 shares of the Original Series B Preferred Stock at the Optional Redemption Price per share and (B) redeem or otherwise cause to be purchased by a third party, 50,000 shares of the Additional Series B Preferred Stock at the Mandatory Redemption Price per share (unless a Reinstatement Event (as defined in the Tranche 1 Equity Commitment Agreement) occurs, in which case such 50,000 shares of Additional Series B Preferred Stock shall be redeemed or otherwise caused to be purchased by a third party at the Optional Redemption Price per share.)
- The right of Ares to designate an additional member of the Issuer’s Board.

The Amended and Restated Series B Certificate also makes other conforming changes to account for the issuance of Series B Preferred Stock in May 2019 and additional Warrants under the Second Equity Commitment Agreement.

The foregoing description of the Amended and Restated Series B Certificate does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended and Restated Series B Certificate, an exhibit to the Second Equity Commitment Agreement, which is filed as Exhibit 22 hereto, and is incorporated herein by reference.

Non-Binding Indicative Term Sheet

On August 13, 2019, the Issuer entered into a non-binding indicative term sheet with Ares (the “Non-Binding Indicative Term Sheet”) providing for, among other things:

- the sale to Ares and one or more funds, investment vehicles and/or accounts managed or advised by Oaktree Capital Management or another third party (the “Non-Ares Investors”) of an additional 110,000 shares of Series B Preferred Stock and 4,600,000 warrants to purchase common stock for an aggregate purchase price of \$110.0 million, 60% of which will be purchased by Ares and 40% of which will be purchased by a Non-Ares Investor;
- either the purchase by Ares of all issued and outstanding Series A Preferred Stock at a 10% discount to its liquidation preference and subsequent conversion of the acquired shares to Series B Preferred Stock (without giving effect to the discount), or the purchase by Ares of additional shares of Series B Preferred Stock and redemption by the Issuer of the issued and outstanding Series A Preferred Stock at a 10% discount to its liquidation preference using the proceeds thereof, each with an additional 1,250,000 Warrants issued to Ares (together with the sale of the additional 110,000 shares of Series B Preferred Stock, the “Tranche Two Transaction”); and
- subject to the conditions described below, the entry into a merger agreement (with 60% of the consideration provided by Ares and 40% from a Non-Ares Investor) pursuant to which all holders of common stock (excluding funds managed by OCM and certain insiders) would receive cash in the amount of \$5.12 per share (as further described below) and funds managed by OCM and certain insiders would receive shares in the surviving entity (the “Merger”). The broad terms of the Non-Binding Indicative Term Sheet and the consummation of any merger transaction are subject to further due diligence, the negotiation of definitive agreements and obtaining required approvals by all parties, including but not limited to, a majority vote of the Issuer’s unaffiliated stockholders.

Oaktree consented to the Non-Binding Indicative Term Sheet with the understanding that such consent shall not constitute a commitment by Oaktree to participate as a Non-Ares Investor in the transactions contemplated thereby.

The Non-Binding Indicative Term Sheet provides that the Tranche Two Transaction, if consummated, would include a right to participate by the Issuer’s common stockholders (subject, to a maximum participation of 15% of the 110,000 shares of Series B Preferred Stock being issued, and if the Merger is consummated an individual investment minimum of \$50,000, an aggregate minimum of \$3.0 million, a limit on the number of holders and other terms to be agreed between the Issuer, with approval of the Special Committee, and Ares).

The warrants to be issued under the Tranche One Transaction and the Tranche Two Transaction will have anti-dilution provisions.

The Tranche One Transaction and the Non-Binding Indicative Term Sheet were reviewed and approved by a special committee of the Issuer’s Board consisting solely of directors who are not affiliated with the parties in the proposed transactions and recommended by the special committee for approval by the Issuer’s Board. The Issuer’s Board approved the Tranche One Transaction and the Non-Binding Indicative Term Sheet following receipt of the recommendation of the special committee.

The Tranche Two Transaction and the Merger are proposals that remain subject to, among other things, (i) a due diligence review by Ares of the Issuer satisfactory to Ares in its sole subjective discretion, (ii) receipt of final internal approvals by Ares, (iii) negotiation of definitive documentation, (iv) required shareholder and regulatory approvals, including the approval of the NASDAQ, (v) approval of the special committee of the Issuer’s Board and (vi) participation by a Non-Ares Investor for 40% of the Tranche One Transaction, Tranche Two Transaction and the Merger. The Non-Binding Indicative Term Sheet is non-binding, and there can be no assurance that the Issuer will enter into a binding agreement or consummate the Tranche Two Transaction or the Merger. Because of the non-binding nature of the Non-Binding Indicative Term Sheet, Ares has no obligation to complete the Tranche Two Transaction or the Merger.

The foregoing description of the Non-Binding Indicative Term Sheet does not purport to be complete and is qualified in its entirety by reference to the full text of the Non-Binding Indicative Term Sheet, an exhibit to the Second Equity Commitment Agreement, which is filed as Exhibit 22 hereto, and is incorporated herein by reference.

Item 7. Materials to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and restated as follows:

- Exhibit 1 Joint Filing Agreement, by and among the Reporting Persons, dated as of August 16, 2019.
- Exhibit 2 Agreement and Plan of Merger, dated as of November 3, 2017, by and among the Issuer, IEA Energy Services LLC, Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC ("Oaktree LLC"), Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as Oaktree LLC's representative, and, solely for purposes of certain sections therein, M III Sponsor I LLC and M III Sponsor I LP. (incorporated by reference to Exhibit 2.1 to the Issuer's Amendment No.1 to its Current Report on Form 8-K filed November 8, 2017).
- Exhibit 3 Amendment No. 1 to the Agreement and Plan of Merger, dated November 15, 2017, by and among the Issuer, IEA Energy Services LLC, Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC ("Oaktree LLC"), Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as Oaktree LLC's representative, and, solely for purposes of certain sections therein, M III Sponsor I LLC and M III Sponsor I LP. (incorporated by reference to Exhibit 2.2 to the Issuer's Current Report on Form 8-K filed November 21, 2017).
- Exhibit 4 Amendment No. 2 to the Agreement and Plan of Merger, dated December 27, 2017, by and among the Issuer, IEA Energy Services LLC, Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC ("Oaktree LLC"), Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as Oaktree LLC's representative, and, solely for purposes of certain sections therein, M III Sponsor I LLC and M III Sponsor I LP. (incorporated by reference to Exhibit 2.3 to the Issuer's Current Report on Form 8-K filed January 2, 2018).
- Exhibit 5 Amendment No. 3 to the Agreement and Plan of Merger, dated January 9, 2018, by and among the Issuer, IEA Energy Services LLC, Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC ("Oaktree LLC"), Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as Oaktree LLC's representative, and, solely for purposes of certain sections therein, M III Sponsor I LLC and M III Sponsor I LP. (incorporated by reference to Exhibit 2.4 to the Issuer's Current Report on Form 8-K filed January 10, 2018).
- Exhibit 6 Amendment No. 4 to the Agreement and Plan of Merger, dated February 7, 2018, by and among the Issuer, IEA Energy Services LLC, Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC ("Oaktree LLC"), Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as Oaktree LLC's representative, and, solely for purposes of certain sections therein, M III Sponsor I LLC and M III Sponsor I LP. (incorporated by reference to Exhibit 2.5 to the Issuer's Current Report on Form 8-K filed February 9, 2018).
- Exhibit 7 Amendment No. 5 to the Agreement and Plan of Merger, dated March 8, 2018, by and among the Issuer, IEA Energy Services LLC, Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC ("Oaktree LLC"), Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as Oaktree LLC's representative, and, solely for purposes of certain sections therein, M III Sponsor I LLC and M III Sponsor I LP. (incorporated by reference to Exhibit 2.6 to the Issuer's Current Report on Form 8-K filed March 8, 2018).
- Exhibit 8 Waiver, Consent and Agreement to Forfeit Founder Shares, dated as of March 20, 2018, by and among IEA Energy Services LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., M III Acquisition Corp., Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed March 20, 2018).
- Exhibit 9 Founder Shares Amendment Agreement, dated as of March 26, 2018, by and among M III Sponsor I LLC, M III Sponsor I LP, M III Acquisition Corp. and Infrastructure and Energy Alternatives, LLC (incorporated by reference to Exhibit 10.4 to the Issuer's Current Report on Form 8-K filed March 29, 2018).

- Exhibit 10 Registration Rights Agreement dated as of March 26, 2018 by and among Infrastructure and Energy Alternatives, Inc., Oaktree LLC, M III Sponsor I LLC and M III Sponsor I LP, Cantor Fitzgerald & Co., Mr. Osbert Hood and Mr. Philip Marber (incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K filed March 29, 2018).
- Exhibit 11 Certificate of Designations of Series A Preferred Stock of Infrastructure and Energy Alternatives, Inc. (incorporated by reference to Exhibit 3.3 to the Issuer's Current Report on Form 8-K filed March 29, 2018).
- Exhibit 12 Investor Rights Agreement, dated as of March 26, 2018, (i) by and among Infrastructure and Energy Alternatives, Inc., M III Sponsor I LLC and any other Sponsor Affiliated Transferees who become a party to the agreement; and (ii) Infrastructure and Energy Alternatives, Inc. Infrastructure and Energy Alternatives, LLC, any other Seller Affiliated Transferees who become a party to the agreement and Oaktree Power Opportunities Fund III Delaware, L.P., in its capacity as the representatives of the Selling Stockholders (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K filed March 29, 2018).
- Exhibit 13 First Amendment to Amended and Restated Registration Rights Agreement, dated as of June 6, 2018, by and between Infrastructure and Energy Alternatives, Inc. and Infrastructure and Energy Alternatives, LLC (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed June 7, 2018).
- Exhibit 14 Amended and Restated Founder Shares Amendment Agreement, dated as of June 6, 2018, by and among Infrastructure and Energy Alternatives, Inc., M III Sponsor I LLC, M III Sponsor I LP, Infrastructure and Energy Alternatives, LLC and Messrs. Hood and Marber (incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K filed June 7, 2018.)
- Exhibit 15 Equity Commitment Agreement, dated as of May 14, 2019, by and among Infrastructure and Energy Alternatives Inc., the Commitment Parties thereto, and Oaktree Power Opportunities Fund III Delaware, L.P., solely for limited purposes (incorporated by reference to Exhibit 10.2 to the Issuer's Form 10-Q filed on May 15, 2019).
- Exhibit 16 Amended and Restated Equity Commitment Agreement, dated May 20, 2019, by and among Infrastructure and Energy Alternatives, Inc., and the commitment parties party thereto (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed May 22, 2019).
- Exhibit 17 Warrant Agreement, dated May 20, 2019, by and among Infrastructure and Energy Alternatives, Inc. and OT POF IEA Preferred B Aggregator, L.P. (incorporated by reference to Exhibit 10.7 to the Issuer's Current Report on Form 8-K filed May 22, 2019).
- Exhibit 18 Second Amendment to Amended and Restated Registration Rights Agreement, dated as of May 20, 2019, by and among Infrastructure and Energy Alternatives, Inc., Infrastructure and Energy Alternatives, LLC, Ares Special Situations Fund IV, L.P. and OT POF IEA Preferred B Aggregator, L.P. (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K filed May 22, 2019).
- Exhibit 19 Certificate of Designations of Series B Preferred Stock of Infrastructure and Energy Alternatives, Inc. (incorporated by reference to Exhibit 3.1 to the Issuer's Current Report on Form 8-K filed May 22, 2019).
- Exhibit 20 Amended and Restated Investor Rights Agreement, dated as of May 20, 2019, by and among Infrastructure and Energy Alternatives, Inc., M III Sponsor I LLC, Infrastructure and Energy Alternatives, LLC and Oaktree Power Opportunities Fund III Delaware, L.P. (incorporated by reference to Exhibit 10.4 to the Issuer's Current Report on Form 8-K filed May 22, 2019).
- Exhibit 21 Amended and Restated Certificate of Designations of Series A Preferred Stock of Infrastructure and Energy Alternatives, Inc. (incorporated by reference to Exhibit 3.2 to the Issuer's Current Report on Form 8-K filed May 22, 2019).
- Exhibit 22 Equity Commitment Agreement, dated August 13, 2019, by and among Infrastructure and Energy Alternatives, Inc., the Commitment Parties party thereto and Oaktree Power Opportunities Fund III Delaware, L.P. (incorporated by reference to Exhibit 10.1 to the Issuer's Form 10-Q filed on August 14, 2019).

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

Dated: August 16, 2019

Infrastructure and Energy Alternatives, LLC

By: /s/ Peter Jonna
Name: Peter Jonna
Title: Authorized Signatory

OT POF IEA Preferred B Aggregator, L.P.

By: OT POF IEA Preferred B Aggregator GP, LLC
Its: General Partner

By: Oaktree Power Opportunities Fund III Delaware, L.P.
Its: Managing Member

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Authorized Signatory

OT POF IEA Preferred B Aggregator GP, LLC

By: Oaktree Power Opportunities Fund III Delaware, L.P.
Its: Managing Member

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Authorized Signatory

Oaktree Power Opportunities Fund III Delaware, L.P.

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Authorized Signatory

Oaktree Fund GP, LLC

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Authorized Signatory

Oaktree Fund GP I, L.P.

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Authorized Signatory

Oaktree Capital I, L.P.

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Senior Vice President

OCM Holdings I, LLC

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Senior Vice President

Oaktree Holdings, LLC

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Senior Vice President

Oaktree Capital Group, LLC

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Senior Vice President

Oaktree Capital Group Holdings GP, LLC

By: /s/ Jamie Toothman

Name: Jamie Toothman

Title: Senior Vice President

Oaktree Capital Management, L.P.

By: /s/ Jamie Toothman

Name: Jamie Toothman

Title: Senior Vice President

OCM FIE, LLC

By: /s/ Jamie Toothman

Name: Jamie Toothman

Title: Authorized Signatory

Oaktree Holdings, Inc.

By: /s/ Jamie Toothman

Name: Jamie Toothman

Title: Senior Vice President

JOINT FILING AGREEMENT

Pursuant to Rule 13(d)-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, each of the undersigned acknowledges and agrees that the foregoing statement on Schedule 13D is filed on behalf of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of the undersigned without the necessity of filing additional joint acquisition statements. Each of the undersigned acknowledges that it shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

Dated as of August 16, 2019.

Infrastructure and Energy Alternatives, LLC

By: /s/ Peter Jonna
Name: Peter Jonna
Title: Authorized Signatory

OT POF IEA Preferred B Aggregator, L.P.

By: OT POF IEA Preferred B Aggregator GP, LLC
Its: General Partner

By: Oaktree Power Opportunities Fund III Delaware, L.P.
Its: Managing Member

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Authorized Signatory

OT POF IEA Preferred B Aggregator GP, LLC

By: Oaktree Power Opportunities Fund III Delaware, L.P.
Its: Managing Member

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Authorized Signatory

Oaktree Power Opportunities Fund III Delaware, L.P.

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Authorized Signatory

Oaktree Fund GP, LLC

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Authorized Signatory

Oaktree Fund GP I, L.P.

By: /s/ Jamie Toothman
Name: Jamie Toothman
Title: Authorized Signatory

Oaktree Capital I, L.P.

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Name: Jamie Toothman
Title: Senior Vice President

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