

ADDENDUM #1
PERSONAL SERVICE CONTRACT
2009 Dow Road Saltcake Project

This Addendum modifies the Agreement between **Klickitat County Port District No. 1**, a Washington municipal corporation (hereinafter "**Port**"), and **James Dean Construction, Inc.**, a Washington corporation (hereinafter "**Consultant**") dated March 9, 2009, and is effective as of **March 23, 2009**.

WITNESSETH

1. SCOPE OF WORK

Modifying Section 4 ("Scope of Work") of the original Agreement, Consultant shall perform the following services up to a maximum cost to Port of Twenty-five Thousand and 00/100 Dollars (\$25,000.00):

- a) Sufficient perimeter excavation to identify the circumference of the area covered by the material;
- b) Sufficient interior excavation to determine the depth of the material;
- c) Excavation and disposal of material at a cost of Twenty-five and 00/100 Dollars per ton (\$25/ton) in an amount for which the total disposal cost, combined with any other costs associated with the performance of this Agreement, will not exceed the maximum cost stated in this Section;
- d) An assessment of the quantity of material removed and the amount remaining;
- e) Photographic documentation of the work done to meet the requirements of Washington Dept. of Ecology;
- f) Protection of a sufficient number excavated pits to allow test sampling of soils under the excavated material ; and
- g) An estimate of the quantity of material remaining and the cost to remove that remaining material.

2. COMPENSATION

As full compensation for the performance of the obligations of this Agreement and the services to be provided, Port shall pay Consultant up to a maximum of Twenty-five Thousand and 00/100 Dollars (\$25,000.00) for services as described, in detail, on Consultant's invoice. Consultant's expenses will be reimbursed at cost, with the exception of all third party costs which will be reimbursed at cost plus the negotiated percentage markup.

The signatures below acknowledge agreement to this Addendum and have the authority to sign for their respective entities.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on March 23, 2009.

James Dean Construction, Inc.

By: /s/ JEFFREY J. DEAN
Jeff Dean, Vice President

Klickitat County Port District No. 1

By: /s/ MARC D. THORNSBURY
Marc Thornsby, Executive Director