

**ADDENDUM #2**  
**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 April 7, 2009, and is effective as of **April 7, 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 Thirty-one Thousand Six Hundred and 00/100 Dollars (\$31,600.00) plus tax:

- 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; and
- f) Protection and/or creation of six test pits to a depth below the removed saltcake material to allow test sampling of soils under the excavated material at locations near the western, northern, and southern edges, center, and northeast and southeast corners of the excavated area in accordance with Washington Department of Ecology requirements.

**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 Thirty-one Thousand Six Hundred and 00/100 Dollars (\$31,600.00) plus tax 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 April 7, 2009.

**James Dean Construction, Inc.**

By: /s/ JAMES H. DEAN  
Jeff Dean, Vice President

**Klickitat County Port District No. 1**

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