

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

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 5, 2018

ORION GROUP HOLDINGS, INC.

(Exact name of Registrant as specified in its charter)

Delaware	1-33891	26-0097459
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

12000 Aerospace Suite 300
Houston, Texas 77034
(Address of principal executive offices)

(713) 852-6500
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Effective June 5, 2018, Orion Group Holdings, Inc. (“the Company”) along with Mark R. Stauffer, President, Chief Executive Officer, Peter R. Buchler, Executive Vice President, Chief Administrative Officer and General Counsel of the Company, and Christopher J. DeAlmeida, Executive Vice President and Chief Financial Officer of the Company entered into an amendment (the “Amendment”) to the employment agreement (the “Agreement”) between the Company, which was originally effective on January 1, 2015. The amendments include the following material provisions for each named executive officer:

Mark R. Stauffer

The Second Amendment added a provision for the issuance and delivery by the Company of a written notice of non-renewal of the Agreement, provides for automatic renewal in the absence of such notice, and changes the Term of the Agreement to one year, but contained no other material changes.

Peter R. Buchler

The Second Amendment added a provision for the issuance and delivery by the Company of a written notice of non-renewal of the Agreement, provides for automatic renewal in the absence of such notice, and changes the Term of the Agreement to one year, but contained no other material changes.

Christopher J. DeAlmeida

The Third Amendment added a provision for the issuance and delivery by the Company of a written notice of non-renewal of the Agreement, provides for automatic renewal in the absence of such notice, and changes the Term of the Agreement to one year, but contained no other material changes.

The foregoing descriptions of the Amendments are summaries only and are qualified in their entirety by reference to the terms of the respective documents, which are filed as exhibits to, and incorporated by reference into, this Form 8-K.

[SIGNATURE](#)

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: June 8, 2018

Orion Group Holdings, Inc.

By: /s/ Christopher J. DeAlmeida

Executive Vice President & Chief Financial Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
<u>10.1</u>	Amendment to Employment Agreement by and between Orion Group Holdings, Inc. and Mark R Stauffer, effective June 5, 2018.
<u>10.2</u>	Amendment to Employment Agreement by and between Orion Group Holdings, Inc. and Peter R Buchler, effective June 5, 2018.
<u>10.3</u>	Amendment to Employment Agreement by and between Orion Group Holdings, Inc. and Christopher J. DeAlmeida, effective June 5, 2018.

**Second Amendment to
EMPLOYMENT AGREEMENT**

MARK R. STAUFFER

This **Second Amendment** dated as of **June 5, 2018** (this "**Amendment**") to that certain **EMPLOYMENT AGREEMENT**, dated as of January 1, 2015 (the "**Agreement**"), is by and between Orion Group Holdings, Inc., a Delaware corporation (the "**Company**"), and Mr. Mark R. Stauffer (the "**Key Employee**").

WITNESSETH:

WHEREAS, the Company has identified the below signed individual as a Key Employee who is an integral part of the Company's operation and management and as a result entered into the Agreement with him;

WHEREAS, the Company recognizes the undersigned individual's ongoing efforts as a Key Employee and desires to continue to reward those efforts to protect and enhance the best interests of the Company; and

WHEREAS, the Agreement, as amended to date, expires on **December 31, 2018**; and both the Company and the Key Employee desire to further amend the Agreement to provide annual automatic renewals and extensions;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

**ARTICLE I
PURPOSE, DEFINITIONS AND INTERPRETATIONS**

1.1 Purpose. The purpose of this Second Amendment to the Agreement is to evidence the Parties' mutual agreement for annual automatic renewals and extensions to the Agreement under the terms and conditions as hereinafter provided.

1.2 Definitions. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

1.3 Interpretations. In this Amendment, unless a clear contrary intention appears, (a) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Amendment as a whole and not to any particular Article, Section or other subdivision; (b) reference to any Article or Section, means such Article or Section hereof; and (c) the word "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such terms.

ARTICLE II AGREEMENT

The parties hereby mutually agree to the following terms as reflected below:

1.1 Definitions. Section 1.1 (g) of the Agreement be and hereby is superseded and replaced with the following:

“**Good Reason**” means:

(i) a material breach of Section 2.3, including but not limited to reduction of any component of Key Employee’s compensation set forth in Section 2.3 (a) or (b) or (c) without Key Employee’s written consent; provided, however, that a reduction of Key Employee’s compensation set forth in Section 2.3 (b) with respect to bonus shall mean the elimination of Key Employee’s ability to earn a bonus or a reduction in the percentage of Base Salary Key Employee is eligible to earn as a bonus; or

(ii) a material reduction of Key Employee’s duties (without the Key Employee’s written consent) from those in effect as of the Effective Date or as subsequently agreed to by Key Employee and the Company in writing, or

(iii) the relocation of the Key Employee’s primary work site to a location greater than 50 miles from the Key Employee’s work site as of the Effective Date; or

(iv) issuance and delivery by the Company of a written notice of non-renew of this Agreement, in accordance with and as provided for in Section 2.1.”

2.1 Term. Section 2.1 of the Agreement be and hereby is superseded and replaced with the following:

“The term of this Agreement, will commence on the Effective Date of this Agreement and end on **December 31, 2018** (the “**Initial Term**”). At the end of the Initial Term and on each subsequent anniversary thereafter, this Agreement shall automatically renew and extend for a period of twelve (12) additional months (each such twelve (12) month period being a “**Renewal Term**”) unless written notice of non-renewal is delivered by either party to the other not less than sixty (60) days prior to the expiration of the then-existing Initial Term or Renewal Term, as applicable. Notwithstanding any other provision of this Agreement, Key Employee’s employment pursuant to this Agreement may be terminated at any time in accordance with ARTICLE III. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Employee’s employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the “**Employment Period**.”

**ARTICLE III
OTHER TERMS**

3.01 Remaining Terms of the Agreement: Except to the extent specifically provided herein to the contrary in this Amendment, all terms, conditions, understandings and agreements between the Parties, as set forth in the Agreement, as amended to date, shall be binding upon and inure to the benefit of each of the respective Parties, as set forth in the Agreement, as so amended.

3.02 Severability Clause: If any portion of this Amendment (or the Agreement, as amended and further amended hereunder), is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, then such portion will be deemed to be stricken and the remainder of the document(s) shall continue in full force and effect.

3.03 Headings: The headings are for convenience only and may not be used to construe or interpret this Amendment.


3.04 Counterparts and Signatures: This Amendment may be executed in one or more counterparts, and by each of the respective Parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Amendment, facsimile and electronically transmitted signatures shall be deemed originals for all proposes.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective June 5, 2018.

**COMPANY:
ORION GROUP HOLDINGS, INC.**

By: 
Name: Peter R. Buchler, Executive Vice President, CAO & GC
Date: June 5, 2018

KEY EMPLOYEE:

By: 
Name: Mark R. Stauffer
Date: June 5, 2018

**Second Amendment to
EMPLOYMENT AGREEMENT**

PETER R. BUCHLER

This **Second Amendment** dated as of **June 5, 2018** (this "**Amendment**") to that certain **EMPLOYMENT AGREEMENT**, dated as of January 1, 2015 (the "**Agreement**"), is by and between Orion Group Holdings, Inc., a Delaware corporation (the "**Company**"), and Mr. Peter R. Buchler (the "**Key Employee**").

WITNESSETH:

WHEREAS, the Company has identified the below signed individual as a Key Employee who is an integral part of the Company's operation and management and as a result entered into the Agreement with him;

WHEREAS, the Company recognizes the undersigned individual's ongoing efforts as a Key Employee and desires to continue to reward those efforts to protect and enhance the best interests of the Company; and

WHEREAS, the Agreement, as amended to date, expires on **March 31, 2019**; and both the Company and the Key Employee desire to further amend the Agreement to provide annual automatic renewals and extensions;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

**ARTICLE I
PURPOSE, DEFINITIONS AND INTERPRETATIONS**

1.1 Purpose. The purpose of this Third Amendment to the Agreement is to evidence the Parties' mutual agreement for annual automatic renewals and extensions to the Agreement under the terms and conditions as hereinafter provided.

1.2 Definitions. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

1.3 Interpretations. In this Amendment, unless a clear contrary intention appears, (a) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Amendment as a whole and not to any particular Article, Section or other subdivision; (b) reference to any Article or Section, means such Article or Section hereof; and (c) the word "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such terms.

ARTICLE II AGREEMENT

The parties hereby mutually agree to the following terms as reflected below:

1.1 Definitions. Section 1.1 (g) of the Agreement be and hereby is superseded and replaced with the following:

“**Good Reason**” means:

(i) a material breach of Section 2.3, including but not limited to reduction of any component of Key Employee’s compensation set forth in Section 2.3 (a) or (b) or (c) without Key Employee’s written consent; provided, however, that a reduction of Key Employee’s compensation set forth in Section 2.3 (b) with respect to bonus shall mean the elimination of Key Employee’s ability to earn a bonus or a reduction in the percentage of Base Salary Key Employee is eligible to earn as a bonus; or

(ii) a material reduction of Key Employee’s duties (without the Key Employee’s written consent) from those in effect as of the Effective Date or as subsequently agreed to by Key Employee and the Company in writing, or

(iii) the relocation of the Key Employee’s primary work site to a location greater than 50 miles from the Key Employee’s work site as of the Effective Date; or

(iv) issuance and delivery by the Company of a written notice of non-renew of this Agreement, in accordance with and as provided for in Section 2.1.”

2.1 Term. Section 2.1 of the Agreement be and hereby is superseded and replaced with the following:

“The term of this Agreement, will commence on the Effective Date of this Agreement and end on **March 31, 2019** (the “**Initial Term**”). At the end of the Initial Term and on each subsequent anniversary thereafter, this Agreement shall automatically renew and extend for a period of twelve (12) additional months (each such twelve (12) month period being a “**Renewal Term**”) unless written notice of non-renewal is delivered by either party to the other not less than sixty (60) days prior to the expiration of the then-existing Initial Term or Renewal Term, as applicable. Notwithstanding any other provision of this Agreement, Key Employee’s employment pursuant to this Agreement may be terminated at any time in accordance with ARTICLE III. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Employee’s employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the “**Employment Period**.”

**ARTICLE III
OTHER TERMS**

3.01 Remaining Terms of the Agreement: Except to the extent specifically provided herein to the contrary in this Amendment, all terms, conditions, understandings and agreements between the Parties, as set forth in the Agreement, as amended to date, shall be binding upon and inure to the benefit of each of the respective Parties, as set forth in the Agreement, as so amended.


3.02 Severability Clause: If any portion of this Amendment (or the Agreement, as amended and further amended hereunder), is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, then such portion will be deemed to be stricken and the remainder of the document(s) shall continue in full force and effect.

3.03 Headings: The headings are for convenience only and may not be used to construe or interpret this Amendment.


3.04 Counterparts and Signatures: This Amendment may be executed in one or more counterparts, and by each of the respective Parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Amendment, facsimile and electronically transmitted signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective June 5, 2018.

**COMPANY:
ORION GROUP HOLDINGS, INC.**

By: 
Name: Mark R. Stauffer, President & CEO
Date: June 5, 2018

KEY EMPLOYEE:

By: 
Name: Peter R. Buchler
Date: June 5, 2018

**Third Amendment to
EMPLOYMENT AGREEMENT**

CHRISTOPHER J. De ALMEIDA

This **Third Amendment** dated as of **June 5, 2018** (this "**Amendment**") to that certain **EMPLOYMENT AGREEMENT**, dated as of January 1, 2015 (the "**Agreement**"), is by and between Orion Group Holdings, Inc., a Delaware corporation (the "**Company**"), and Mr. Christopher J. DeAlmeida (the "**Key Employee**").

WITNESSETH:

WHEREAS, the Company has identified the below signed individual as a Key Employee who is an integral part of the Company's operation and management and as a result entered into the Agreement with him;

WHEREAS, the Company recognizes the undersigned individual's ongoing efforts as a Key Employee and desires to continue to reward those efforts to protect and enhance the best interests of the Company; and

WHEREAS, the Agreement, as amended to date, expires on **June 30, 2018**; and both the Company and the Key Employee desire to further amend the Agreement to provide annual automatic renewals and extensions;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

**ARTICLE I
PURPOSE, DEFINITIONS AND INTERPRETATIONS**

1.1 Purpose. The purpose of this Third Amendment to the Agreement is to evidence the Parties' mutual agreement for annual automatic renewals and extensions to the Agreement under the terms and conditions as hereinafter provided.

1.2 Definitions. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

1.3 Interpretations. In this Amendment, unless a clear contrary intention appears, (a) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Amendment as a whole and not to any particular Article, Section or other subdivision; (b) reference to any Article or Section, means such Article or Section hereof; and (c) the word "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such terms.

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(iii) the relocation of the Key Employee’s primary work site to a location greater than 50 miles from the Key Employee’s work site as of the Effective Date; or

(iv) issuance and delivery by the Company of a written notice of non-renew of this Agreement, in accordance with and as provided for in Section 2.1.”

2.1 Term. Section 2.1 of the Agreement be and hereby is superseded and replaced with the following:

“The term of this Agreement, will commence on the Effective Date of this Agreement and end on June 30, 2018 (the **“Initial Term”**). At the end of the Initial Term and on each subsequent anniversary thereafter, this Agreement shall automatically renew and extend for a period of twelve (12) additional months (each such twelve (12) month period being a **“Renewal Term”**) unless written notice of non-renewal is delivered by either party to the other not less than sixty (60) days prior to the expiration of the then-existing Initial Term or Renewal Term, as applicable. Notwithstanding any other provision of this Agreement, Key Employee’s employment pursuant to this Agreement may be terminated at any time in accordance with ARTICLE III. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Employee’s employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the **“Employment Period.”**”

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OTHER TERMS**

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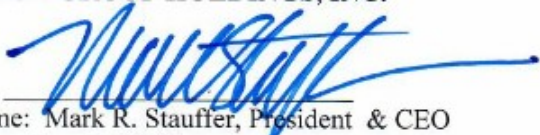
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective June 5, 2018.

**COMPANY:
ORION GROUP HOLDINGS, INC.**

By: 
Name: Mark R. Stauffer, President & CEO
Date: June 5, 2018

KEY EMPLOYEE:

By: 
Name: Christopher J. DeAlmeida
Date: June 5, 2018

