

**FORM 8-K/A**  
**Amendment No. 1 to**

Date of Report (Date of earliest event reported): April 11, 2008

(Exact name of Registrant as specified in its charter)

26-0097459  
(IRS Employer Identification Number)

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

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))

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## Explanatory Note

On April 15, 2008, Orion Marine Group, Inc. (the "Company") filed a Current Report on Form 8-K (the "Original Filing") to report on Item 5.02 that on April 11, 2008, the Compensation Committee of the Company's Board of Directors (the "Board") approved, and the Board ratified, an amendment to the Employment Agreement dated April 2, 2007 (effective as of May 17, 2007) between the Company and J. Michael Pearson, the Company's President and CEO ("Employment Agreement"). This Amendment No. 1 to the Current Report on Form 8-K/A amends the Original Filing to provide the exhibit referenced herein, which was not available at the time of the Original Filing.

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

On April 11, 2008, the Compensation Committee of the Company's Board approved, and the Board ratified, an amendment to the Employment Agreement dated April 2, 2007 (effective as of May 17, 2007) between the Company and J. Michael Pearson, the Company's President and CEO. The amendment extends the initial term of the Employment Agreement for an additional year, with such initial term now expiring on May 17, 2010, instead of the original initial term expiration date of May 17, 2009. In addition, the Employment Agreement was updated to reflect Mr. Pearson's current base salary of \$400,000, which was approved by the Compensation Committee earlier. Mr. Pearson has indicated his agreement to the Employment Agreement amendment, and the amendment will be executed shortly and will be effective as of April 11, 2008.

All other terms and conditions of the Employment Agreement remain in effect without modification, including the parties' option to mutually extend the Employment Agreement upon expiration of its initial term.

## SIGNATURES

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.

ORION MARINE GROUP, INC.

/s/ J. Cabell Acree, III

By: J. Cabell Acree, III

Title: Vice President, General Counsel and Secretary

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
*10.1	Amendment No. 1 to Employment Agreement with J. Michael Pearson

*\* filed herewith*

AMENDMENT NO.1 TO EMPLOYMENT AGREEMENT  
(J. Michael Pearson)

This AMENDMENT NO.1 TO EMPLOYMENT AGREEMENT, dated as of April 11, 2008 (this "Agreement"), is by and between Orion Marine Group, Inc., a Delaware corporation (the "Company"), and J. Michael Pearson (the "Key Employee"), and amends that certain Employment Agreement dated April 2, 2007, but effective as of May 17, 2007, between the Company and Key Employee ("Employment Agreement").

**WIT N E S S E T H:**

**WHEREAS**, the Company and the Key Employee desire to amend the Employment Agreement as provided below in this Agreement;

**WHEREAS**, the Company's Board Compensation Committee has approved and the Company's Board of Directors has ratified the amendments set forth below in this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and of the respective covenants and agreements set forth below, and in the Employment Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I  
AMENDMENTS**

**1.1 Initial Term.** Section 2.1 of the Employment Agreement is hereby amended to replace the word "two" in line one of such Section with the word "three," reflecting the parties' agreement and intent to extend the "Initial Term" of the Employment Agreement for an additional year, with the "Initial Term" now expiring on May 17,2010, not May 17,2009.

**1.2 Compensation.** Section 2.3 (a) of the Employment Agreement is hereby amended to replace "\$300,000" in the second line of such subsection with "\$400,000" to reflect Key Employee's current base salary approved by the Compensation Committee of the Company's Board of Directors.

**ARTICLE II  
MISCELLANEOUS**

**2.1 Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles of such State.

**2.2 Effect of Amendments.** The amendments set forth herein are the only amendments to the Employment Agreement and all terms, conditions and provisions thereof not specifically amended above remain in full force and effect, unmodified hereby or otherwise.

**2.3 Amendment and Waiver.** The provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Company and Key Employee, and

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no course of conduct or failure or delay in enforcing the provisions of this Agreement will be construed as a waiver of such provisions or affect the validity, binding effect or enforceability of this Agreement or any provision hereof.

**2.4 Severability.** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction by reason of applicable law will, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

**2.5 Entire Agreement.** This Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

**2.6 Withholding of Taxes and Other Employee Deductions.** The Company may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city, and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other normal employee deductions made with respect to the Company's employees generally.

**2.7 Headings.** The paragraph headings have been inserted for purposes of convenience and will not be used for interpretive purposes.

**2.8 Actions by the Board.** Any and all determinations or other actions required of the Board hereunder that relate specifically to Key Employee's employment by the Company or the terms and conditions of such employment will be made by the members of the Board other than Key Employee (if Key Employee is a member of the Board), and Key Employee will not have any right to vote or decide upon any such matter.

**2.9 Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
date first set forth above.

COMPANY:  
ORION MARINE GROUP, INC.

By: /s/ Mark R. Stauffer  
Name: Mark R. Stauffer  
Title: Executive Vice President and Chief Financial Officer

KEY EMPLOYEE:

/s/ J. Michael Pearson  
J. Michael Pearson

SIGNATURE PAGE TO EMPLOYMENT AGREEMENT (J. MICHAEL PEARSON)