FIRST ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Public Water System Facilities Support Engineering Services)

This FIRST ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the "First Addendum") is entered into and shall become effective as of the 2nd day of December 2014 by and between the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and LAMP RYNEARSON & ASSOCIATES, INC., a Nebraska foreign corporation, d/b/a TZA WATER ENGINEERS (the "Consultant"), collectively referred to herein as the "Parties".

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement* on September 2, 2014 (the "Agreement"); and

WHEREAS, the Agreement sets forth the Services to be completed under the Agreement; and

WHEREAS, the Parties desire the Consultant to perform additional services than those originally contemplated under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. ADDITIONS TO SCOPE OF WORK. The Parties hereby agree to add to the Agreement the services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Such additional services shall be performed in accordance with the fees set forth in Exhibit A of this First Addendum.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This First Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank].

IN WITNESS WHEREOF, the Parties have caused this First Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GREATROCK NORTH WATER AND SANITATION DISTRICT

_____
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

_____
General Counsel to the District

CONTRACTOR**:**
LAMP RYNEARSON & ASSOCIATES, INC., a Nebraska foreign corporation, d/b/a TZA WATER ENGINEERS

_____

Name: _____
Title: _____

EXHIBIT A

GREATROCK NORTH WATER AND SANITATION DISTRICT
GREATROCK NORTH PUMP STATION IMPROVEMENTS
(District Account Code 3-852)

TZA Water Engineers shall design improvements to the Greatrock North Pump Station to replace the existing vertical turbine pump configuration with a buried concrete vault. The design shall include site work, structural, process/piping, electrical/mechanical, and instrumentation/control components.

The buried concrete vault will house three (3) pumps and associated drives and controls. The pumps shall include two (2) standard duty, multi-stage centrifugal pumps capable of meeting peak hour demands and one (1) end suction fire pump. The standard duty pumps shall be controlled with variable frequency drives while the fire pump shall be constant speed.

The pumps will be fed by a suction header inside the vault. The suction header will require a minimum of two cores into the existing 250,000-gallon buried concrete storage tank. A single discharge header will connect to the existing distribution system yard piping.

Access to the pump station floor will be via an above grade hatch and stairs. The roof of the vault will have an additional single hatch for accessing the pumps for servicing.

TZA Water Engineers will coordinate the geotechnical investigation for foundation recommendations and the topographic and improvements site survey for the basis of design, but those services will be contracted independently by the District.

TZA Water Engineers will perform the services identified above on a time-and-expense basis for a not-to-exceed fee of $20,000 unless additional services are authorized by the District.