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

This SECOND ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the "Second Addendum") is entered into and shall become effective as of the 4th day of August 2015 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, which was amended in the *First Addendum to Independent Contractor Agreement*, dated December 2, 2014 (collectively, 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 Second 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 Second 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 Second 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

Contractor to provide alluvial well totalizing flow meter calibration and verification and prepare a report to the Division of Water Resources regarding same. Total cost Not-to-exceed $1,000.