INDEPENDENT CONTRACTOR AGREEMENT
(Third Evaporative Pond Topography and Access Road Survey Services**)**

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into and shall become effective as of the 23rd day of January 2013 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 OLSSON ASSOCIATES, INC., a Nebraska corporation (the "Independent Contractor"). The District and the Independent Contractor are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq*., C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Independent Contractor to perform certain additional services as are needed by the District to serve the property within and without its boundaries.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Independent Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services"), using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the District. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern. The Independent Contractor shall perform the Services in a good and workmanlike manner, using reasonable diligence and caution, and in strict accordance with this Agreement. The District agrees to provide Independent Contractor with copies of reports, correspondence, estimates, plans and other documentation, as may be necessary and reasonably requested by the Independent Contractor, and access to the site as needed by the Independent Contractor to perform the Services. All work product produced and

all information collected by either the Independent Contractor or the District in connection with the Services shall become and remain the sole property of the District.

2. TERM OF AGREEMENT/RENEWAL. This Agreement shall become effective as of the date first above written and shall terminate on December 31, 2013, unless otherwise terminated by either Party in accordance with this Agreement. Notwithstanding the foregoing, this Agreement shall automatically renew on January 1st of each succeeding year for an additional one (1) year term unless: 1) terminated by the Parties in writing at least thirty (30) days prior to the automatic renewal date; 2) terminated by the Parties pursuant to this Agreement; 3) failure by the District to budget and appropriate funds for the succeeding year; or 4) completion of the Services contemplated in Exhibit A, whichever shall first occur.

3. SPECIAL SERVICES. The District may, in writing, request the Independent Contractor to provide special services not contemplated in Exhibit A. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Independent Contractor and the District pursuant to a written service order executed by an authorized representative of the District and the Independent Contractor.

4. TIME OF THE ESSENCE. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. It is agreed that time is of the essence in the performance of all Services contemplated in this Agreement.

5. COMPENSATION. Compensation for the Services provided under this Agreement shall be in accordance with the "Fee Schedule", attached hereto as **Exhibit A**. The Independent Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Independent Contractor's actual cost, provided that the Independent Contractor shall notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services.

6. CHARGES AND COSTS. The Services to be provided by the Independent Contractor shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, save and except the payments to be made by the District to the Independent Contractor for the Services performed.

7. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of satisfactory and detailed invoices for that portion of the Services performed and not previously billed.

8. INDEPENDENT CONTRACTOR. The Independent Contractor is an independent contractor and nothing herein shall constitute or designate the Independent Contractor or any of its employees or agents as employees or agents of the District. The Independent Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District will not be responsible for Independent Contractor FICA taxes, health or life insurance, vacation or sick-time, or any other form of taxes, benefits or insurance. The Independent Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act).

9. ILLEGAL ALIENS. The Independent Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Independent Contractor has participated in or has attempted to participate in the E-Verify Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Independent Contractor affirmatively makes the follow declarations:

A. The Independent Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated herein and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

B. The Independent Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Independent Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated herein.

C. The Independent Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Independent Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If the Independent Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Independent Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Independent Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Independent Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Independent Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

G. If the Independent Contractor violates a provision of the Agreement pursuant to §8-17.5-102, C.R.S., the District may terminate the Agreement. If the Agreement is so terminated, the Independent Contractor shall be liable for actual and consequential damages to the District.

10. INDEPENDENT CONTRACTOR'S INSURANCE. The Independent Contractor shall acquire and maintain, during the entire term of this Agreement, Colorado statutory workers' compensation insurance coverage, commercial general liability insurance coverage, automobile liability insurance coverage and professional liability insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. The District shall be named as an additional insured on the Independent Contractor's commercial general liability insurance. Any such policy of insurance obtained to comply with this Paragraph 10 shall provide that the District shall receive (30) days written notice prior to the cancellation of any such policy. Independent Contractor shall also provide the District with thirty (30) days written notice prior to the material modification of such policy.

11. CONFIDENTIALITY AND CONFLICTS.

A. Confidentiality. During the performance of this Agreement, if the Independent Contractor is notified that certain information is to be considered confidential, the Independent Contractor, on behalf of its employees, agrees to enter into a confidentiality Agreement. Any information deemed confidential by the District and given to the Independent Contractor by the District, or developed by the Independent Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Independent Contractor shall hold in strict confidence, and shall not use in competition, any information which the Independent Contractor becomes aware under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the best interests of the District.

B. Conflicts. Prior to the execution of, during the performance of this Agreement and prior to the execution of future agreements with the District, the Independent Contractor agrees to notify the owner of conflicts that impact the Services to the District.

12. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Independent Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Independent Contractor of the invoices representing the work by which such materials were

produced. The Independent Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services, shall make them available for the District's use and shall provide such copies to the District upon request.

13. NO RIGHT OR INTEREST IN DISTRICT ASSETS. The Independent Contractor shall not have any right or interest in any of the District assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated herein.

14. INDEMNIFICATION. The Independent Contractor hereby agrees to indemnify and hold harmless the District and each of its directors, employees, agents, and independent contractors, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, and expenses, including reasonable attorneys' fees, to the extent caused by the negligence, or criminal act or willful misconduct or omission of the Independent Contractor or any of its agents or employees. The provisions of this Paragraph shall survive termination of this Agreement.

15. ASSIGNMENT. The Independent Contractor shall not have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

16. SUB-CONTRACTORS. The Independent Contractor shall not subcontract any Services without prior written approval by the District. Independent Contractor agrees that each and every agreement of Independent Contractor with any sub-contractor to perform Services under this Agreement shall be terminable not-for-cause. The Independent Contractor further agrees that all such sub-contracts shall be terminated immediately upon termination of this Agreement.

17. TERMINATION. This Agreement may be terminated by the Independent Contractor upon delivery of ninety (90) days prior written notice to the District and by the District by giving the Independent Contractor thirty (30) days prior written notice. If this Agreement is terminated, the Independent Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination by either Party hereto, the Independent Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. Such transition shall be complete and all time associated with such transition shall not be billed by the Independent Contractor to the District.

18. DEFAULT. In addition to the termination provisions in Paragraph 17, if either Party to this Agreement fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, after giving ten (10) days written notice to the other Party of the alleged default, and upon said Party in default

having failed to cure said breach within ten (10) days, the other Party shall have the option to terminate this Agreement and pursue any remedy available by law or in equity.

19. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto, by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal services, three days after deposited in the United States' mail, first-class postage prepaid, properly addressed to the Parties at:

To the District:	Greatrock North Water and Sanitation District c/o Special District Management Services, Inc. Attention: Lisa A. Johnson, District Manager 141 Union Boulevard, Suite 150 Lakewood, Colorado 80228
With a copy to:	WHITE, BEAR & ANKELE Professional Corporation Attention: Jennifer Gruber Tanaka, Esq. 2154 East Commons Avenue, Suite 2000 Centennial, Colorado 80122
To the Independent Contractor at:	Olsson Associates, Inc. Attention: Bradley A. Simons, P.E. 4690 Table Mountain Drive, Suite 200 Golden, Colorado 80403

Either Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Party in the manner provided in this Paragraph 19.

20. AUDITS. The District shall have the right to audit any of the Independent Contractor's books and records which may be necessary to substantiate any invoices and payments hereunder (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Independent Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years thereafter and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Independent Contractor and the District.

22. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

23. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

24. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado.

25. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Independent Contractor expressly understands and agrees that the District's obligations hereunder shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

26. COMPLIANCE WITH LAW. This Agreement shall be performed in accordance with, and to the extent permitted by, all applicable laws, rules, regulations, ordinances and/or similar directives of the jurisdiction in which this Agreement is performed. The Independent Contractor declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the services under this Agreement.

27. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S., as may be amended from time to time.

28. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

29. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

30. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

31. COUNTERPART EXECUTION. This Agreement 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 executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:

GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

_____

Officer of the District

INDEPENDENT CONTRACTOR:
OLSSON ASSOCIATES, INC.

_____

Michael J. Yost, Vice President

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE

Services to be provided for Third Pond Topographic Survey are:

A topographic survey of the area north of the existing ponds will be performed. The elevations of the existing pond berms will be surveyed. The valves around the ponds and the cleanouts from the south cul-de-sac to the ponds will be located. The elevations of the bottom of each of the existing ponds will be safely surveyed. A drawing will be created showing the cleanouts and depths, the location of the valves, the elevation of the existing berms, the elevation of the bottom of the existing ponds and the contours of the area north of the existing ponds.

Fee for these services: $1,900

Services to be provided for an Access Easement to include the Third Pond to the County Road to the North are:

Survey an agreed upon center of road from the pond to the road. Create a description and exhibit of the access easement to be used in an agreement. The subdivision boundary and the property on which the third pond lands will be shown in the exhibit. These surveys will be performed by or under the supervision of a Colorado Professional Licensed Surveyor and be stamped and signed.

Fee for these services: $1,150

EXHIBIT B
INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance in accordance with applicable law.

2. Comprehensive commercial general liability insurance in the amount of $1,000,000.00 combined single limit bodily injury and property damage, each occurrence; $2,000,000.00 general aggregate. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Commercial automobile liability insurance in the amount of $1,000,000.00 combined single limit bodily injury and property damage, each accident. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

4. Professional liability insurance in the amount of $1,000,000.00 each occurrence.