FIRST ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Generator Preventative Maintenance Services)

This FIRST ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the "First Addendum") is entered into and shall become effective as of the 1st day of September 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 ROCKY MOUNTAIN POWER GENERATION, INC., a Colorado corporation (the "Contractor"), collectively referred to herein as the "Parties".

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement* on January 1, 2014 (the "Agreement"); and

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

WHEREAS, the Parties desire the Contractor 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

INDEPENDENT CONTRACTOR:
ROCKY MOUNTAIN POWER GENERATION, INC.

_____

Signature Page to First Addendum to Independent Contractor Agreement for Generator Preventative Maintenance Services with Greatrock North Water and Sanitation District, dated September 1, 2015

EXHIBIT A

Rocky Mountain Power Generation, Inc.

6301 N. Broadway, Denver, CO
303-428-2517

Date 03.30.15

Name Jeff
Company Greatrock Water
Address16307 Indian Hill St.

RE: Replace radiator, hoses, coolant, and batteries

Rocky Mountain Power Generation is pleased to present the following quote on the above referenced job:

Qty	Description	Unit Price	Line Total
2.00	Batteries 0K0013	$223.91	$ 447.82
1.00	Hose Kit 916-048	$131.59	131.59
1.00	T-Stat 998-624	$122.58	122.58
1.00	T-Stat Gasket 996-493	$6.37	6.37
1.00	Radiator 120-029	$5,136.50	5,136.50
5.00	Coolant	$14.61	73.05
12.00	Labor Hrs. (2 techs 6 hours each)	$110.00	1,320.00
2.00	Travel Time	$1.83	220.00
116.00	Travel Mileage (Per Mile)	$1.50	174.00
		Materials/Labor	$ 7,237.91
		Travel Total	394.00
		Sales Tax	-
		Total	$ 7,631.91

Comments: This quote is without the freight added to it. The parts would be 2 weeks out.

Labor Estimate includes the following:

- Lock out and tag out the generator
- Includes Travel and Mileage
- Includes Misc. Shop Expenses
- Includes freight

GENERAC | INDUSTRIAL POWER

MAGNUM™ A Generac Company

- This quote is valid for ninety days
- Quote is based on one technician to complete work

If you have any questions or concerns, please contact me. We appreciate the opportunity to quote your business!

Donald Gardner
Parts and Service Coordinator
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Denver, CO 80216
303.428.2517 x228
303.709.3815 cell
303.426.4558 fax
dgardner@rockymountainpower.com
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