

**SANTA FE COUNTY
AMENDMENT NO. 1 TO THE AGREEMENT WITH
MOSS ADAMS, LLP FOR A COST SEGREGATION ANALYSIS AND
NM GROSS RECEIPTS TAX REFUND CLAIMS**

THIS AMENDMENT is made and entered into this 27th day of February 2014, by and between **Santa Fe County**, hereinafter referred to as "County", a New Mexico political subdivision, and **Moss Adams, LLP**, hereinafter referred to as "the Contractor."

WHEREAS, pursuant to NMSA 1978, Section 13-1-112 and 13-1-117, competitive sealed proposals were solicited via a formal request for proposals, RFP #2013-0230-FI/BT, for the procurement of services of a CPA;

WHEREAS, on April 30, 2013 the County and Contractor entered into Agreement No. 2013-0230-FI/BT to complete a cost segregation analysis and preparation of NMGRT refund claim(s) for the County's completion of the construction of the Steve Herrera Judicial Complex completed in 2013;

WHEREAS, Article 3 (Effective Date and Term) and Article 15 (Amendment) of Agreement No. 2013-0230-FI/BT allows the parties to amend the Agreement to include additional construction projects and general contractors;

WHEREAS, by this Amendment No. 1 the parties agree to amend Agreement No. 2013-0230-FI/BT to include an additional County construction project (the Edgewood Fire Station constructed by Weil Construction, Inc.) for which the Contractor shall also complete a cost segregation analysis and NMGRT refund claim;

WHEREAS, by this Amendment No. 1 the parties also agree to increase the Contractor's compensation for the additional cost segregation analysis and preparation of the NMGRT refund claim in the amount of \$9,500.00;

WHEREAS, with this Amendment No.1 the total contract sum for Agreement No. 2013-0230-FI/BT, as amended, is \$69,500.00.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 (Scope of Work), subsection "A.8)", insert a subsection "a" to read as follows:

a) By Amendment No. 1 to this Agreement to add an additional construction project to the Contractor's services under this Agreement, pursuant to an Addendum between the County, Contractor and the general contractor (see Addendum with Weil Construction, Inc.) marked as Attachment B), the Contractor shall serve as the point of contact for the submission of the NMGRT refund claims(s) submitted to the NMTRD, including facilitating all communications and conferences that may be

necessary between the Contractor, construction contractor(s) and the NMTRD.

2. Section 1 (Scope of Work), subsection B., delete the first sentence in its entirety and replace it with the following:

For each construction project and general contractor identified in subsection 1.A.8) above, the Contractor shall deliver to the County Finance Department the following report and documentation:


3. Section 2 (Compensation, Invoicing and Set-Off), subsection A.1), insert a subsection "a" to read as follows:

a. Pursuant to Amendment No. 1 to provide for the Contractor's completion of a cost segregation analysis and NMGRF refund claim for the Edgewood Fire Station, the total amount payable to the Contractor for the additional services shall not exceed Nine Thousand Five Hundred Dollars (\$9,500.00), of which Four Thousand Seven Hundred Fifty Dollars (50% of the total amount due) is payable upon submittal of a refund claim(s) to the NMTRD, and the remaining balance of Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) is payable upon receipt of a refund claim from NMTRD. Payment is exclusive of New Mexico gross receipts tax and any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The compensation stated herein is based on the Contractor's fees as stated in 2.A.1) above. With Amendment No. 1, the total amount payable to the Contractor under this Agreement shall not exceed Sixty Nine Thousand Five Hundred Dollars (\$69,500.00), exclusive of NM gross receipts tax.

4. All other provisions of Agreement No. 2013-0230-FI/BT not specifically amended or modified by this Amendment No.1 shall remain in full force and effect.

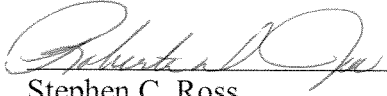
IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:


Katherine Miller, Manager
Santa Fe County

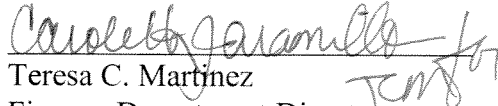
2.27.14
Date

Approved as to form


Stephen C. Ross
Santa Fe County Attorney

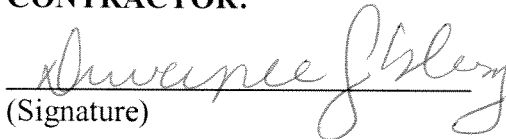
12/20/13
Date

Finance Department Approval


Teresa C. Martinez
Finance Department Director

12/23/13
Date

CONTRACTOR:


(Signature)

1/4/2014
Date

Duwayne Sibley
(Print Name)

Senior Manager, Moss Adams
(Print Title)

FEDERAL TAX I.D. NUMBER: 91-0189318

