

**AMENDMENT No. 1**  
**to**  
**CONTRACT No. CE0900185-01**  
**between**  
**CUYAHOGA COUNTY**  
**and**  
**MACKESEY AND ASSOCIATES, LLC.**

This AGREEMENT entered into this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2012, by and between **Cuyahoga County of Ohio** (hereinafter referred to as 'Cuyahoga County', 'the County' or 'County'), and **Mackesey and Associates, LLC** with offices located at 5936 Seminole Centre Court, Suite 203, Madison, Wisconsin 53711.

WHEREAS, the County desires to have additional food service design and programming services; and

WHEREAS, Mackesey and Associates, LLC is engaged in providing food service design and programming services.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the County and Mackesey and Associates, LLC hereby agree as follows:

**I. PURCHASE OF ADDITIONAL SERVICES**

Subject to the terms and conditions in this contract, the County agrees to purchase certain services to be provided by Mackesey and Associates, LLC for the purpose of Development of the Jail Kitchen Renovation Project.

**II. SCOPE OF ADDITIONAL SERVICES**

Mackesey and Associates, LLC agrees to provide the following additional services:

**SEE ATTACHMENT A**

**III. COMPENSATION**

- A. Compensation to Mackesey and Associates, LLC shall be in an amount not to exceed \$215,100.00, an increase of \$9,100.00.
- B. Budget for services provided in Attachment A.

**IV. TERM OF AGREEMENT**

Mackesey and Associates, LLC. shall perform the services described effective 2/26/2009 – 8/31/2013, a contract time period extension of 24 months.

**V. CONTRACT TERMINATION**

The County may terminate this contract by delivery of a thirty (30) day advance written notice to Mackesey and Associates, LLC. Only those services actually provided through the effective date of termination will be paid.

**VI. MODIFICATIONS**

By the mutual consent of the County and Mackesey and Associates, LLC, this contract may be modified whenever such modifications are deemed necessary. Any such modifications to the contract shall be by written contract amendment signed by both parties.

**VII. ANTI-DISCRIMINATION**

The County and Mackesey and Associates, LLC agree that in the performance of this contract, there shall be no discrimination against any person because of race, color, sex, religion, or national origin as provided in Title VII of the Civil Rights Act and any such violation, thereof, shall be deemed a breach of the contract.

**VIII. NOTICES**

Any reports, notices, invoices, or communications required in this contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

CUYAHOGA COUNTY:  
Department of Public Works  
2100 Superior Viaduct  
Cleveland, Ohio 44113  
Attn: Barbara B. Shergalis

MACKESEY AND ASSOCIATES, LLC.:  
Mackesey and Associates, LLC  
5936 Seminole Centre Court, Suite 203,  
Madison, Wisconsin 53711  
Attn: Paul A. Mackesey, President

**IX. NON-ASSIGNMENT**

Mackesey and Associates, LLC shall not assign or transfer any interest in this contract without the express written consent of the County and may subcontract for services only as expressly provided in this contract.

**X. INDEMNITY**

Mackesey and Associates, LLC agrees to indemnify and save Cuyahoga County of Ohio from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of Mackesey and Associates, LLC, its servants or agents. Mackesey and Associates, LLC acknowledges that as an Ohio political subdivision, the County is prohibited by law from agreeing to indemnify any

person or entity, and agrees that no provision of this Contract/Agreement or amendment between Mackesey and Associates, LLC and the County may be interpreted to obligate the County to indemnify or defend Mackesey and Associates, LLC or any other party.

**XI. ENTIRE AGREEMENT**

This agreement constitutes the full and complete expression of the contract between the parties and supersedes any prior or contemporaneous oral or written agreements. This contract shall not be amended except as provided in section VI above.

**XII. COMPLIANCE WITH COUNTY ORDINANCES**

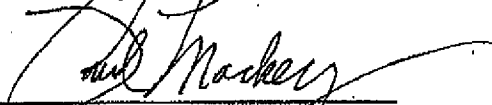
This amendment is subject to all applicable County ordinances, including; but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Board of Control, Contracting and Purchasing Ordinance, and Mackesey and Associates, LLC shall comply with all such ordinances as an integral part of the contract.

**XIII. ELECTRONIC SIGNATURE**

By entering into this contract the undersign agrees on behalf of the submitting contracting or business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

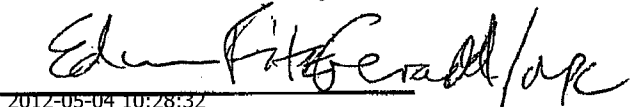
IN WITNESS THEREOF, Cuyahoga County and Mackesey and Associates, LLC have caused this contract to be executed this \_\_\_\_ day of the month of \_\_\_\_\_, 2012.

Mackesey and Associates, LLC

  
Paul A. Mackesey, President

Cuyahoga County

Edward Fitzgerald, County Executive

  
2012-05-04 10:28:32

# ATTACHMENT A

# MACKESEY AND ASSOCIATES, LLC.



Foodservice and Laundry  
Design and Management Consultants  
5936 Seminole Centre Court, Suite 203  
Madison, Wisconsin 53711  
Voice: (608) 270-1178  
Facsimile: (608) 270-1192  
www.mackesey.com

Other Offices Located In:  
Chicago, IL  
Milwaukee, WI

## PROPOSAL FOR ADDITIONAL SERVICE FOR FOODSERVICE FACILITY CONSULTING

## ATTACHMENT A

**FOR:** Cuyahoga County of Ohio  
Department of Public Works  
Attention: Richard Seitz  
2100 Superior Viaduct, Floor 4R  
Cleveland, Ohio 44113

**JOB TITLE:** Cuyahoga County Jail  
Additional Services for Rebidding of Construction Documents  
Foodservice Consulting Services

### PROPOSED SCOPE OF WORK

#### CONSTRUCTION DOCUMENTS

Revisions to final contract documents to incorporate changes to single prime contract including changes to specifications and foodservice drawings.

\$185.00/hour for Principal involvement - 8.5 hours  
\$ 90.00/hour for Project Manager / Consultant's time - 22.5 hours

#### BIDDING SERVICES

Attend pre-bid conference (meeting and site visit)

\$185.00/hour for Principal involvement, - 13 hours

Interpret the contract documents as needed for clarification.

\$185.00/hour for Principal involvement - 4 hours - estimated  
\$ 90.00/hour for Project Manager / Consultant's time - 2 hours - estimated

Prepare timely addenda documents as required and submit for distribution (hard copy and diskette in County format).

\$185.00/hour for Principal involvement - 3 hours  
\$ 90.00/hour for Project Manager / Consultant's time - 2 hours

Assist in adjusting work to be within cost estimates.

\$185.00/hour for Principal involvement - 2 hours add 15 hours if meeting in Cuyahoga County if required.  
\$ 90.00/hour for Project Manager / Consultant's time - 2 hours

Specializing in the development of quality food service and laundry operations

Review and evaluate bids for specification compliance.

\$185.00/hour for Principal involvement – 2 hours

#### CONSULTANT'S FEE

Basis: Hourly, not to exceed \$ 9,100.00.

Estimated hour totals –

\$185.00/hour for Principal involvement, - 32.5 hours @ \$185.00 = \$6,012.50 (assumes site visit)

\$125.00 Project Manager / Consultant's time – 28.5 hours @ \$90.00 = \$2,565.00

**Estimated total \$8,577.50**

No amounts have been included for sales, use or any other applicable taxes or use charges. In the event that taxes are applicable, they will be invoiced as an additional amount at 100% of the tax liability.

Payments to consultant shall be on based on the base contract.

Payments to the Consultant shall be made promptly after the Architect is paid by the Owner under the Architect Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payments from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner which are attributable to the Consultant's services rendered. No amounts have been included for sales, use or any other applicable taxes or use charges. In the event that taxes are applicable, they will be invoiced as an additional amount at 100% of the tax liability.

Additional services beyond the above scope shall be as follows:

\$185.00/hour for Principal involvement,  
\$125.00/hour for Project Manager / Consultant's time,  
\$ 90.00/hour for Senior Technical and  
\$ 75.00/hour for production staff time, when authorized in writing.

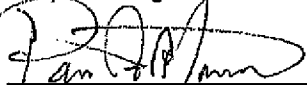
#### SPECIAL CONDITIONS

All equipment will be bid in one bid package.

The foodservice equipment will be purchased from a single foodservice equipment contractor and the foodservice equipment contractor's work will be scheduled and coordinated by an experienced general contractor or construction manager.

#### STATEMENT OF INDEPENDENCE

Mackesey and Associates, LLC is an independent consulting firm; our firm including any of the firm principals or associates do not have any formal or informal relationship with food service management companies or equipment suppliers, dealers or manufacturers, other than in a normal course of representing our Client's interest. We receive no compensation other than fees from our Clients.

Submitted By:  Date 04-02-12  
Mackesey and Associates, LLC  
Paul A. Mackesey, FCSI, President

Accepted By: \_\_\_\_\_ Date \_\_\_\_\_

Typed Name: \_\_\_\_\_ For: \_\_\_\_\_

Title: \_\_\_\_\_