

AMENDMENT# 2

RFP 112816

**BEAVER DAM SERVICE AREA
approximately 9+- acres
OPERATION OF GENERAL MERCHANDISE AND FUEL SERVICE FACILITIES
OFF WENDELL H. FORD WESTERN KENTUCKY PARKWAY**

Written Questions and Answers

1. Looking at an aerial and Google Street View of the property, there appears to be other buildings on the site. Can the FAC a) confirm the existence of these buildings, b) identify their uses, and c) if these buildings are part of the offering? The site is being offered as-is and is subject to the current Lessee removing its improvements. **Per KYTC, there is one building that was used as a service garage at one time, but it does not appear that it has been used for some time. The successful Offeror has the choice of utilizing this building or demolishing it and should indicate in the RFP response. KYTC is not aware of any other outer structures, but if something is identified, it may be treated the same—utilized or demolished.**
2. Please identify the fuel provider. Who operates the convenience store (food or fuel operator)? **The Commonwealth's current lease is with RTM Acquisition Company LLC for food operations and a service station (see attached Exhibit A for said agreements). KYTC/the Commonwealth is not a party to any other agreement or sublease for this property.**
3. Is the property and/or the improvements subject to property taxes? **Per KYTC, no taxes are assessed. It is considered government property.**
4. What is the current number of parking spaces for a) cars, small trucks, vans, etc. and b) heavy trucks? **Per KYTC, there is parking for approximately 80 cars (spaces are marked) and approximately 28 trucks (spaces are not marked).**
5. In addition to the existing underground storage tanks (AI#58767), are there any other environmental reports available and known issues (e.g. petroleum spills requiring soil remediation)? **Per KYTC, there are no environmental issues known or any reports of past petroleum spills or soil remediation and KYTC does not have any reports of any past petroleum spills or soil remediation.**
6. Does the FAC possess any existing building assessment reports that it can share? Per KYTC, the Madisonville office may have a series of site inspection reports that may include building assessments. **KYTC has a series of monthly building and site inspections that were conducted by the Madisonville Office that should include some building assessment reports.**
7. What utilities are in place to the property? **Per KYTC, water, sewer, & electricity**
 1. Is municipal water/sewer available? **Per KYTC, yes, Beaver Dam Water Works**
 2. Is natural gas service available? **Per KYTC, not to its knowledge**
 3. What is the power service in place? **Per KYTC, Warren RECC**

8. Could the food operator have drive-thru service? **KYTC has not set restrictions for enhancements, but site design and traffic flow must be considered.**
9. Would vehicles be permitted to change direction of travel at the Beaver Dam Service Area (i.e. would an eastbound car be permitted to exit on the eastbound highway)? **KYTC has not set restrictions, but site design and traffic flow must be considered.**
10. Could a hotel be added to the property? **Although KYTC has not set restrictions on this site, offering a hotel is outside the scope of RFP 112816.**
11. Do the fuel dispensers, USTs, canopies, piping, etc. remain the property of FAC after the end of the current lease/operating agreement with the incumbent? **Per KYTC, the fuel dispensers, USTs, canopies, piping, etc are not owned by the Commonwealth. Given the Commonwealth's lease is with RTM Acquisition Company LLC, it is unknown if said equipment is owned by the Lessee or a Sub-Lessee, and the plans for that equipment at the end of the lease are also unknown.**
12. Would you please provide a map of the current facility (including building, UST, Canopies & Parking lots). **Per KYTC, Exhibit A is the only map available at this time.**
13. Are (as built) blue prints for the building available? Preferably in AutoCAD. **KYTC does not have as built or CAD drawings of the building.**
14. Is a survey available? Preferably in AutoCAD. **KYTC does not have a survey available.**
15. Are the tanks registrations documents available? **KYTC does not have this information**
16. Need tank and line type, installation dates, etc. **KYTC does not have this information**
17. Are the vehicle dividers that prevent ingress/egress on both sides of the fuel areas required to stay? Or could this be removed for better utilization of fueling lanes? **KYTC has not set restrictions on this property, but site design and traffic flow must be considered**
18. What contracts will the successor Lessee be required to honor? Including but not limited to fuel supply, Arby's, PBI Bank ATM, Jacks Towing & Repair, or any others? **The Commonwealth's current lease is with RTM Acquisition Company LLC for food operations and a service station which will end on January 2, 2017, and the KYTC/the Commonwealth is not a party to any other agreement or sublease for this property.**
19. Are any expense reports from the current Lessee available? **KYTC does not have additional information**
20. Who do we need to contact to get permission to perform on site due diligence and prepare our design proposal? **KYTC/the Commonwealth are looking in to this question further.**
21. Additional parking, does it have to be concrete or asphalt? Can it just be gravel? **KYTC has not set restrictions on this property, but its preference is for the parking areas to be concrete, especially when trucks are considered. The twisting and turning that trucks do in parking areas is very damaging to asphalt**

- pavement and to gravel areas. Gravel parking areas would always be muddy or dusty, depending on the current weather conditions.**
22. Can the walk way on diesel side be removed to allow more parking? **KYTC has not set restrictions on this property, but site design and traffic flow must be considered**
 23. Is the site aware of what is going on? **The current Lessee has been provided a copy of the RFP.**
 24. When the lease is transferred, who will own the equipment such as walk in coolers, pumps, tank and etc.? **Per KYTC, the current Lessee, or entity in which the current Lessee is contracted with, owns the equipment, but if the equipment is left behind beyond the lease term, the new Lessee could assume ownership on that equipment.**
 25. Is the time for the meeting (Offeror's conference) EASTERN time? **Yes, it is 2:30 p.m. EDST on Wednesday, November 16, 2016 as stated in the RSVP response emails.**
 26. Is an interested party required to submit paperwork or bring any information? **No, the interested party will only be asked to sign in for the Offeror's conference.**

Exhibit A to follow

EXHIBIT A

LEASE AGREEMENT THIRD AMENDMENT
CLR-1430-OHIO COUNTY
BETWEEN
COMMONWEALTH OF KENTUCKY
KENTUCKY TRANSPORTATION CABINET
AND
RTM ACQUISITION COMPANY, L.L.C.

This LEASE AGREEMENT THIRD AMENDMENT (the "Third Amendment"), dated this 27 day of September, 2016, by and between the COMMONWEALTH OF KENTUCKY, through Finance and Administration Cabinet, William M. Landrum, III, Secretary, for the use and benefit of the Kentucky Transportation Cabinet, (hereinafter referred to as "the Lessor") and RTM Acquisition Company, L.L.C., (hereinafter referred to as "the Lessee").

WITNESSETH:

WHEREAS, the Lessor and Lessee entered into a Lease Agreement effective December 15, 1995; as amended by that certain Lease Agreement Amendment dated November 16, 2015 and as further amended by that certain Lease Agreement Second Amendment dated June 10, 2016 (as amended, "Lease"), pursuant to the Request for Proposal No: ES-328-95 ("RFP"), Addendum No. 1, Addendum No. 2, and Letters of Clarification dated November 13 and November 17, 1995 (the RFP, as amended, is defined as the "Contract" in the Lease) for property formerly referred to as the Beaver Dam Service Area and now referred to as the Wendell H. Ford Western Kentucky Parkway (hereinafter referred to as the "Property"); and,

WHEREAS, the Lease expires August 16, 2016 and Lessor and Lessee wish to keep the Lease in effect until January 2, 2017; and,

WHEREAS, the Lessor and Lessee agree to extend the term of the Lease with all other terms and conditions to remain the same.

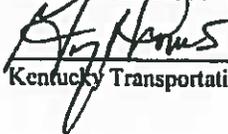
NOW THEREFORE, this Third Amendment shall hereby amend the Lease as follows:

TERMS AND CONDITIONS

1. On the second page of the Lease, under #3, Term, strike the entire section and replace with "The term of this Lease shall commence on the 15th day of December, 1995, and shall end on the 2nd day of January 2017 with no extensions, renewals, or amendments. All other references to Term, if any, in the Contract or Lease shall relate to the new end date of January 2, 2017."

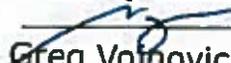
All other terms and conditions of the Lease as previously amended, except as modified above, are hereby ratified and confirmed and shall remain in full force and effect.

RECOMMENDED:


Kentucky Transportation Cabinet

LESSEE:

RTM ACQUISITION COMPANY, L.L.C.


Greg Vojnovic
Chief Development Officer
LESSOR
COMMONWEALTH OF KENTUCKY:

EXAMINE FOR FORM AND LEGALITY:


Attorney,
Finance and Administration Cabinet


William M. Landrum, III, Secretary
Finance and Administration Cabinet



**LEASE AGREEMENT SECOND AMENDMENT
CLR-1430-OHIO COUNTY
BETWEEN
COMMONWEALTH OF KENTUCKY
KENTUCKY TRANSPORTATION CABINET
AND
RTM ACQUISITION COMPANY, L.L.C.**

This LEASE AGREEMENT SECOND AMENDMENT (the "Second Amendment"), dated this 16th day of June, 2016, by and between the COMMONWEALTH OF KENTUCKY, through Finance and Administration Cabinet, William M. Landrum, III, Secretary, for the use and benefit of the Kentucky Transportation Cabinet, (hereinafter referred to as "the Lessor") and RTM Acquisition Company, L.L.C., (hereinafter referred to as "the Lessee").

WITNESSETH:

WHEREAS, the Lessor and Lessee entered into a Lease Agreement effective December 15, 1995; as amended by that certain Lease Agreement Amendment dated November 16, 2015 (as amended, "Lease"), pursuant to the Request for Proposal No: ES-328-95 ("RFP"), Addendum No. 1, Addendum No. 2, and Letters of Clarification dated November 13 and November 17, 1995, (the RFP, as amended, is defined as the "Contract" in the Lease) for property formerly referred to as the Beaver Dam Service Area and now referred to as the Wendell H. Ford Western Kentucky Parkway (hereinafter referred to as the "Property"); and,

WHEREAS, the Lease expires May 16, 2016 and Lessor and Lessee wish to keep the Lease in effect until August 16, 2016; and,

WHEREAS, the Lessor and Lessee agree to extend the term of the Lease with all other terms and conditions to remain the same.

NOW THEREFORE, this Second Amendment shall hereby amend the Lease as follows:

TERMS AND CONDITIONS

1. **On the second page of the Lease, under #3, Term, strike the entire section and replace with "The term of this Lease shall commence on the 15th day of December, 1995, and shall end on the 16th day of August 2016 with no extensions, renewals, or amendments. All other references to Term, if any, in the Contract or Lease shall relate to the new end date of August 16, 2016."**

All other terms and conditions of the Lease as previously amended, except as modified above, are hereby ratified and confirmed and shall remain in full force and effect.

RECOMMENDED:



Kentucky Transportation Cabinet

LESSEE:
RTM ACQUISITION COMPANY, L.L.C.

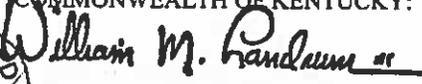

Robert W. Jones, Jr.
VP, Corporate Counsel

H.B. LESSOR:

EXAMINE FOR FORM AND LEGALITY:



Attorney,
Finance and Administration Cabinet

COMMONWEALTH OF KENTUCKY:


William M. Landrum, III, Secretary
Finance and Administration Cabinet



**LEASE AGREEMENT AMENDMENT
CLR-1430-OHIO COUNTY
BETWEEN
COMMONWEALTH OF KENTUCKY
KENTUCKY TRANSPORTATION CABINET
AND
RTM ACQUISITION COMPANY, L.L.C.**

This LEASE AGREEMENT AMENDMENT, dated this 16 day of November, 2015, by and between the COMMONWEALTH OF KENTUCKY, through Finance and Administration Cabinet, Lori H. Flanery, Secretary, for the use and benefit of the Kentucky Transportation Cabinet, (hereinafter referred to as "the Lessor") and RTM Acquisition Company, L.L.C., (hereinafter referred to as the "Lessee").

WITNESSETH:

WHEREAS, the Lessor entered into a Lease Agreement effective December 15, 1995, pursuant to the Request for Proposal No: ES-328-95, Addendum No. 1, Addendum No. 2, and Letters of Clarification dated November 13 and November 17, 1995 (hereinafter "RFP") for property referred to as the Beaver Dam Service Area off what is now referred to as the Wendell H. Ford Western Kentucky Parkway (more particularly described on Exhibit A and hereinafter referred to as the "Property"); and,

WHEREAS, the original Lessee was W.I.T, LLC and several name changes have occurred since the inception of the Lease; and,

WHEREAS, the Lease expires December 14, 2015 and the Lessor does not wish to renew for the five (5) year term but is in agreement to keep the Lease in effect until May 16, 2016; and,

WHEREAS, the Lessor and Lessee agree on the extended term with all other terms and conditions to remain the same.

NOW THEREFORE, this Amendment shall hereby amend the Lease Agreement dated December 15, 1995 made and entered into by and between the above-named parties. Said Lease Agreement is hereby modified and amended as follows:

TERMS AND CONDITIONS

1. Lessee shall be identified as RTM Acquisition Company, L.L.C. and shall continue operating under the terms of the Lease dated December 15, 1995 except as stated in #2 below.
2. **On the second page of the Lease, under #3, Term, strike the entire section and replace with "The term of this Lease shall commence on the 15th day of December, 1995, and shall end on the 16th day of May, 2016 with no extensions, renewals, or amendments, with rent remaining as it is now. All other references to Term, if any, in the RFP or Lease shall relate to the new end date of May 16, 2016."**

All other terms and conditions of the original Lease Agreement as previously amended, except as modified above, are hereby ratified and confirmed and shall remain in full force and effect.

RECOMMENDED:



Kentucky Transportation Cabinet

EXAMINE FOR FORM AND LEGALITY:



Attorney,
Finance and Administration Cabinet

LESSEE:

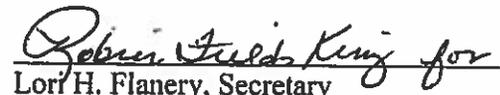
RTM ACQUISITION COMPANY, L.L.C.



Robert Q. Jones, Jr.
VP, Corporate Counsel

LESSOR:

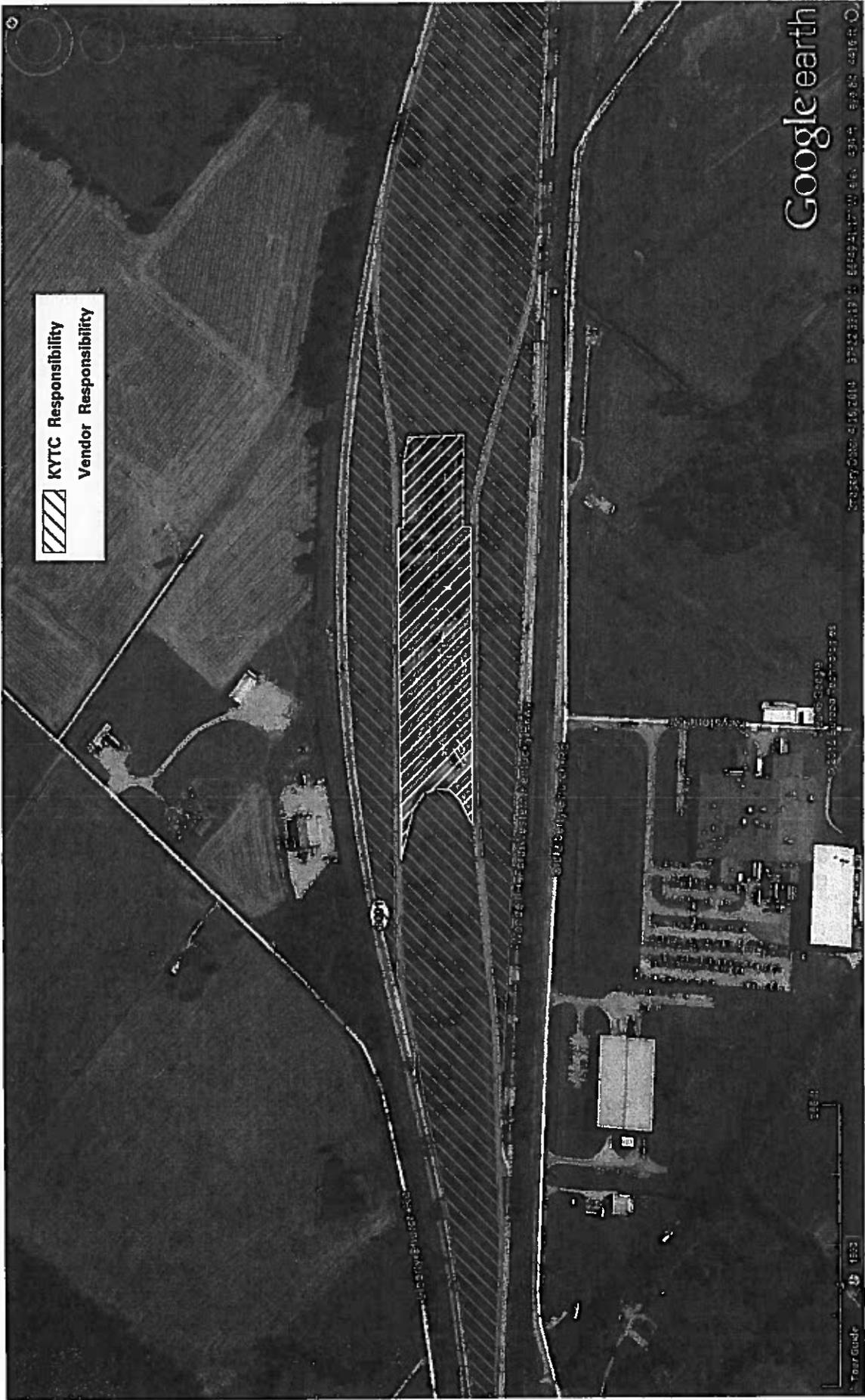
COMMONWEALTH OF KENTUCKY:



Lori H. Flanery, Secretary
Finance and Administration Cabinet



-EXHIBIT A-



**LEASE AGREEMENT FOR SERVICE AREA RESTAURANTS,
FOOD OPERATIONS, AND SERVICE STATION AT BEAVER DAM**

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 1995, by and between the KENTUCKY FINANCE AND ADMINISTRATION CABINET AND TRANSPORTATION CABINET, hereinafter referred to as the "CABINET" and W.I.T.,L.L.C., 475 West Main Street, Danville, Kentucky 40422, duly authorized and existing under the laws of the State of Kentucky, and authorized to do business in the State of Kentucky, hereinafter specified to as the "OPERATOR".

W I T N E S S E T H:

The "CABINET" hereby leases to the "OPERATOR" and the "OPERATOR" hereby leases from the "CABINET" those certain premises located at the Beaver Dam Service Area on the Western Kentucky Parkway, as delineated on the attached site plan (see Exhibit 1) which was formerly utilized and may hereafter be designated by the "CABINET" as a restaurant operation engaged in the sale of restaurant and related services and in addition, as a fuel service operation engaged in the sale of motor fuel and other automotive products, formerly consisting of fuel dispensing area, vehicle parking area, salesroom, space for general merchandise storage, and certain storage facilities, systems, and equipment.

1. DEFINITIONS

As used herein, the following shall have the meaning indicated unless the context expressly requires a different meaning:

- a. "CABINET" shall mean the Kentucky Finance and Administration Cabinet and Transportation Cabinet, its successors and assigns.
- b. "OPERATOR" shall mean W.I.T.,L.L.C. and shall include where the context requires or permits any approved sublessee or assignee of the Lease.
- c. "SUBLESSEE" shall be the "OPERATOR" in the context of this agreement in the event the "OPERATOR" in Item B, above, subleases to an individual partnership or corporation.
- d. "CONTRACT" shall mean the contract entered into between the "OPERATOR" and the Commonwealth which incorporates by reference the Request for Proposal No. ES-328-95, Addendum No. 1, Addendum No. 2, ("PROPOSAL") and the Response of the "OPERATOR," inclusive of "OPERATOR'S" technical and cost proposals and oral presentation, including letters of clarification dated November 13 and November 17, 1995.
- e. "PROPOSAL" shall mean the Request for Proposal No. ES-328-95, Addendum No. 1 and Addendum No. 2, including letters of clarification dated November 13 and November 17, 1995.

2. **CONSIDERATION**

Consideration for this Lease shall be that percentage return to the "CABINET" for restaurant and fuel station operation and the cents-per-gallon return from gasoline and diesel fuel sales as specified in the "CONTRACT".

3. **TERM**

The term of this Lease shall commence on the 15th day of December, 1995, and shall continue for a period of 20 years ending on the 14th day of December 2015. This lease may be renewed for one additional five (5) year period upon agreement by both parties under the procedure outlined in Section 40.200 of the "PROPOSAL."

4. **CONTINUITY OF OPERATIONS**

In order to assure continuity of operation of the restaurant and the fuel service operation at Beaver Dam at the expiration of said term, the "CABINET" reserves the right to extend the Lease of the current "OPERATOR" until 12:00 midnight on the last day of any extension, for any period of time not exceeding two months from the expiration of the original term or renewal period of the Lease, by giving the "OPERATOR" written notice, by certified mail, no later than forty-five (45) days prior to the expiration of the original term or renewal period of the Lease of its intention to exercise said right.

In order to assure continuity of operation of the restaurant and the fuel service operation at Beaver Dam in the event of termination prior to the end of the term of the Lease, the effective date of such termination may be temporarily extended to the date of commencement of any successor Agreement, unless such temporary extension is deemed not to be in the best interest of the "CABINET". All terms and conditions of the Lease continue to be applicable during any such temporary extension except the renewal and replacement account obligation. Should the "CABINET" extend the lease for an interim period after cancellation or termination of the Lease Agreement, the "OPERATOR" shall be required to continue its operation under the terms of this Lease Agreement for the length of the interim period.

5. **SCOPE**

The "CABINET" hereby grants to the "OPERATOR" the right to construct and to provide restaurant, fuel service, vending, telephones, and gift shop operations to Parkway patrons on the leased premises in accordance with the "CONTRACT", which is attached hereto and whose terms and conditions are specifically made a part hereof.

6. **RESTAURANT AND FUEL SERVICE CONSTRUCTION**

Development Approach - The "OPERATOR'S" development approach, as described in the "CONTRACT", shall become a binding part of this Lease.

- a. In addition to the major improvements described in the "CONTRACT", the "OPERATOR" may, at their own expense, make other alterations, adjustments, renovations or improvements with the prior specific written consent of the "CABINET". Before any work is to be undertaken for other improvements, the "OPERATOR" shall submit a plan to the "CABINET" indicating the work to be done, the method of accomplishment, and the time period of the work and shall obtain written approval from the "CABINET" for such improvements.
- b. Construction Plans and Documents--In accordance with the "CONTRACT", the "OPERATOR" shall be responsible for constructing, furnishing, and decorating the restaurant and fuel service buildings, including design, construction, and costs thereof. Exterior improvements pertaining to "OPERATOR'S" marketing identify or operational improvements related to restaurant operations or pedestrian movements shall also be the "OPERATOR'S" responsibility. All improvements shall be subject to the approval of the "CABINET".
- c. Complete construction plans, specifications, cost estimates, fixture and furnishing listings, equipment specifications and proposed work schedule, shall be submitted by the "OPERATOR" to the "CABINET" for approval at the earliest possible date after execution of this Lease Agreement.
- d. The "CABINET" shall respond to the "OPERATOR", in writing, within ten (10) calendar days after receipt of the construction documents, indicating approval, rejection, or other action to be taken. One set of prints with desired corrections indicated thereon shall be returned to the "OPERATOR". The "OPERATOR" shall re-submit construction documents until such time as they are acceptable to the "CABINET" and such procedure shall not be construed as cause for delay in completing the work. The approved construction plans and related "CONTRACT" documents shall delineate the full extent of the "OPERATOR'S" responsibilities and five (5) complete certified sets shall be submitted to the "CABINET".
- e. The "OPERATOR" shall pay all costs or damages which may result from the ordering of any material prior to the approval of the construction documents and no work shall be done until construction documents have been approved by the "CABINET" in writing.
- f. The "OPERATOR" shall carry out the construction in strict accordance with the approved construction documents and shall make no further changes except upon written approval from the "CABINET".

- g. Approval by the "CABINET" of the construction documents shall not relieve the "OPERATOR" from furnishing equipment and material of property dimension, quantity, and quality, nor shall such approval relieve the "OPERATOR" from responsibility for errors in the preparation of construction documents, or from failing to meet the requirements of the Lease.
- h. Completion of the project, design through construction completion is to be in accordance with W.I.T.,L.L.C'S proposal, response Category 21, mid June 1996.
- i. Upon completion of the improvements, the "OPERATOR" shall furnish to the "CABINET" one complete set of As-Built plans and specifications. The As-Built plans shall be in a reproducible, mylar form acceptable to the "CABINET" and shall be subject to the approval of the "CABINET".

7. **DEFAULT**

The provisions of default found in Chapter 40 of the "PROPOSAL" shall govern default under this Lease Agreement

8. **INSPECTION OF PREMISES**

The "CABINET" shall have the right to inspect the leased premises pursuant to the terms of Section 34.00 of the "PROPOSAL".

9. **ASSIGNMENT OF LEASE**

The "OPERATOR" shall make no assignment of this Lease in whole or in part without the written consent of the "CABINET". Prior to any sublease becoming effective, a copy of the written agreement setting forth the respective rights and obligations of the "OPERATOR" and sublessee shall be filed with and be approved by the "CABINET". It is further understood and agreed that any sublease arrangements, which may be made, shall not alter the responsibilities of the "OPERATOR" under this Lease.

10. **INSURANCE**

The "OPERATOR" shall carry such insurance on such terms and in such form as is set out in Section 42.100 of the "PROPOSAL".

11. **TERMINATION**

Termination of this Lease shall be governed by Chapter 40 of the "PROPOSAL."

12. **WARRANTY OF SIGNATORY**

The undersigned signatory for the "OPERATOR" hereby represents and warrants that he has full and complete authority to execute this Lease on behalf of the "OPERATOR". This representation and warranty is made for the purpose of inducing the "CABINET" to execute this Lease.

13. **ACTION BY "CABINET"**

Anything to be performed under this Lease by the "CABINET" may be performed by such of its employees or such other persons, corporations or firms as the "CABINET" may designate.

14. **CONCURRENT USE**

The "CABINET" reserves the right, at its sole discretion, to use any portion of the restaurant building or fuel service station not regularly used by the "OPERATOR" for any purpose which the "CABINET" deems to be in the public interest.

15. **ENTIRE AGREEMENT**

This Lease, which incorporates the "CONTRACT" and "PROPOSAL" contains the entire understanding of the parties with respect to the matters covered by this Lease, and no other Lease, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in, or referred to in this Lease shall be binding or valid.

16. **WAIVER OF BREACH**

Waiver of any breach of this Lease shall be governed by Section 41.700 of the "PROPOSAL."

17. **MODIFICATIONS**

This Lease is not subject to modification except in writing, executed by duly authorized representatives of the parties.

18. **PARAGRAPH HEADINGS**

The descriptive headings of various sections of this Lease are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

19. **SUCCESSORS AND ASSIGNS**

This Lease shall be binding upon the "CABINET" and the "OPERATOR", their respective successors and assigns.

20. **CONSTRUCTION**

This Lease and all rights and obligations arising thereunder shall be construed in accordance with the laws of the State of Kentucky and the United States of America.

21. **SEVERANCE CLAUSE**

Any portion of this Lease declared invalid shall be severed from the remainder, which shall then be read independently of the stricken portion.

22. **APPLICABLE STATUTES**

The terms of this Lease are subject to all applicable Federal and Kentucky Statutes and should be read in pari-material with those statutes.

23. **NOTICES**

The parties hereto agree to notify each other, in writing, immediately upon the execution of this Lease where notices called for hereunder may be addressed to each of them and shall promptly notify each other of any future changes thereof. All notices required hereunder shall be sent by registered mail, return and receipt requested to the last designated address of the party to whom such notice is to be sent.

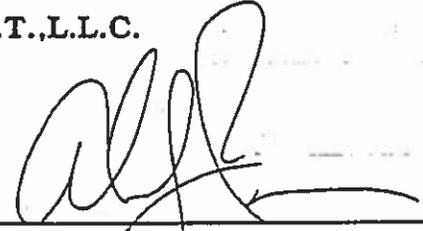
IN TESTIMONY WHEREOF, the duly authorized agents of the parties hereto have signed their names on the date first above written.

OPERATOR:

CABINET:

W.I.T.,L.L.C.

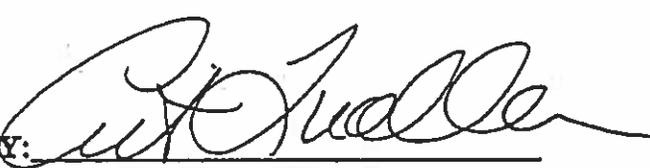
COMMONWEALTH OF KENTUCKY

BY: 

BY: 

TITLE: PRES.

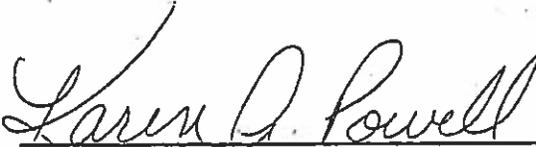
Don C. Kelly, Secretary
Transportation Cabinet

BY: 

Crit Luallen Secretary
Finance & Administration Cabinet

APPROVED AS TO FORM & LEGALITY:

APPROVED:



Office of Legal and Legislative Services
Finance and Administration Cabinet



Office of General Counsel
Transportation Cabinet

COMMONWEALTH OF KENTUCKY
DEPARTMENT FOR FACILITIES MANAGEMENT
DIVISION OF CONTRACTING AND ADMINISTRATION

REQUEST FOR PROPOSAL NO: ES-328-95 DATE: August 14, 1995
FOR: Design, Development, Construction and
Operation of Food and Fuel Service
Facilities at the Beaver Dam Service Area
on the Western Kentucky Parkway

ADDENDUM NUMBER TWO (2)

BIDDER/OFFEROR SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME
SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO
THIS REQUEST FOR PROPOSAL.

ITEM NO. 1 CHANGE RECEIPT OF RESPONSES TO READ AS FOLLOWS:

SEPTEMBER 25, 1995
4:30 PM, EDT

Bidders/Offerors must acknowledge receipt of this and any addenda either with bid/proposal or by separate letter. Acknowledgment must be received in the Office of the Division of Contracting and Administration, New Capitol Annex, Room #160, Frankfort, Kentucky, not later than 4:30 PM, EDT on September 25, 1995. If by separate letter, the following information must be placed in the lower left-hand corner of the envelope.

Request for Proposal No. ES-328-95
For: Design, Development, Construction and
Operation of Food and Fuel Service
Facilities at the Beaver Dam Service Area
on the Western Kentucky Parkway

Receiving Date: September 25, 1995
4:30 PM, EDT

By 
Danny L. Shearer, Director and
Purchasing Officer
Division of Contracting & Administration

RECEIPT ACKNOWLEDGMENT: _____

RECEIVED BY: _____

COMMONWEALTH OF KENTUCKY
DEPARTMENT FOR FACILITIES MANAGEMENT
DIVISION OF CONTRACTING AND ADMINISTRATION

REQUEST FOR PROPOSAL NO: ES-328-95
FOR: Design, Development, Construction and
Operation of Food and Fuel Service
Facilities at the Beaver Dam Service Area
on the Western Kentucky Parkway

DATE: June 9, 1995

ADDENDUM NUMBER ONE (1)

BIDDER/OFFEROR SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL
BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS
REQUEST FOR PROPOSAL.

SEE ATTACHED:

DESIGN, DEVELOPMENT, CONSTRUCTION AND OPERATION OF FOOD
AND FUEL SERVICE FACILITIES AT THE BEAVER DAM SERVICE AREA ON
THE WESTERN KENTUCKY PARKWAY

QUESTIONS AND RESPONSES:

RESULTING FROM MANDATORY BIDDERS' CONFERENCE AND RECEIPT OF
CORRESPONDENCE - PAGES 1 THROUGH 9, WITH ENCLOSED DRAWINGS.

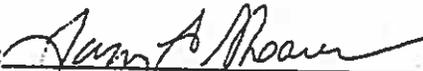
CHANGE PROPOSAL RECEIVING DATE FROM JULY 24, 1995 TO AUGUST 25,
1995, 4:30 PM, EDT. LAST DATE FOR RECEIPT OF QUESTIONS RELATIVE TO
THIS RFP IS JULY 17, 1995.

Bidders/Offerors must acknowledge receipt of this and any addenda either with bid/proposal or by
separate letter. Acknowledgement must be received in the Office of the Division of Contracting and
Administration, New Capitol Annex, Room #160, Frankfort, Kentucky, not later than 4:30 PM, EDT
on August 25, 1995. If by separate letter, the following information must be placed in the lower left-
hand corner of the envelope.

Request for Proposal No. ES-328-95

For: Design, Development, Construction and Operation
Of Food and Fuel Service Facilities at the Beaver Dam
Service Area on the Western Kentucky Parkway

Receiving Date: August 25, 1995
4:30 PM, EDT

By: 
Danny L. Shearer, Director and Purchasing Officer
Division of Contracting and Administration

RECEIPT ACKNOWLEDGEMENT: _____

RECEIVED BY: _____