

## OHIO TURNPIKE COMMISSION

### Resolution Extending Contract TR-6-A Between the Commission and Hardee's Food Systems, Inc. for the Operation of Four Service Plaza Restaurants on the Ohio Turnpike

WHEREAS, pursuant to Resolution No. 13-1995, adopted September 5, 1985, the Commission awarded **Contract TR-6-A** to Hardee's Food Systems, Inc. for the operation of the restaurants located at the following four service plazas:

<b>Contract TR-6-A:</b>	Service Plaza 1	(Indian Meadow and Tiffin River)
	Service Plaza 3	(Blue Heron and Wyandot)

WHEREAS, pursuant to Resolution No. 12-1990, adopted August 16, 1990, the Commission extended the original contract term (December 2, 1985 to December 1, 1990) for an additional five year period (December 2, 1990 to December 1, 1995);

WHEREAS, on March 31, 1995, the Commission issued an invitation to bid for contracts for the operation of the Commission's sixteen restaurants along the route of Ohio Turnpike Project No. 1, bearing the general designation of Restaurant Contract TR-7, and caused advertisement for said contract to be published;

WHEREAS, proposals were received on June 30, 1995, and by Resolution No. 27-1995, adopted August 14, 1995, the Commission rejected the bids submitted for Proposal TR-7A, TR-7B, TR-7C, TR-7D, TR-7F, TR-7G and TR-7H, and further rejected the bids submitted by Creative Food Management, Inc. for all eight service plazas, TR-7A through TR-7H;

WHEREAS, Resolution No. 27-1995, further authorized the Executive Director to retain a consultant to assist the Commission and its staff in the process of revising the bidding documents and re-advertising for bids for contracts for the operation of the above-mentioned restaurants on the Ohio Turnpike, forthwith;

WHEREAS, by supplemental agreement, a copy of which is attached hereto, between the Commission and Hardee's Food Systems, Inc., the operator of the above-mentioned service plaza restaurants, the parties mutually agree that the subject contract be extended for a thirteen-month period, from December 2, 1995, to December 31, 1996, under the same terms and conditions of the original contract and the five-year additional term; and

WHEREAS, said agreement shall further provide that upon the expiration of the term ending on December 31, 1996, the supplemental agreement shall automatically renew itself thereafter, running continuously for two-month periods commencing on the first day of the first calendar month and ending on the last day of the second calendar month of the two-month period, unless the Operator or the Commission shall give to the other party not less than sixty (60) days' written notice, prior to the expiration of the term then running, of the party's intention to terminate said Contract and said supplemental agreement at the expiration of the then-existing term and further provides that modifications to **Contract TR-6-A** and the supplement agreement will be made only upon the mutual consent of both parties;

NOW, THEREFORE, BE IT

RESOLVED that the Commission hereby extends **Contract TR-6-A** between the Commission and Hardee's Food Systems, Inc. for the operation of the restaurants located at the above-mentioned service plazas from December 2, 1995, through December 31, 1996; provided, however, upon the expiration of the term ending on December 31, 1996, the supplemental agreement shall automatically renew itself thereafter, running continuously for two-month periods commencing on the first day of the first calendar month and ending on the last day of the second calendar month of the two-month period, unless the Operator or the Commission shall give to the other party not less than sixty (60) days' written notice, prior to the expiration of the term then running, of the party's intention to terminate said Contract and said supplemental agreement at the expiration of the then-existing term and further provides that modifications to **Contract TR-6-A** and the supplement agreement will be made only upon the mutual consent of both parties.

FURTHER RESOLVED that the executive director and general counsel are hereby authorized and directed to take any and all action necessary to implement and carry out the extension of **Contract TR-6-A**.

**(Resolution No. 51-1995 adopted November 1, 1995)**

**SUPPLEMENTAL AGREEMENT**

**CONTRACT TR-6-A**

This Supplemental Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between the **HARDEES'S FOOD SYSTEMS, INC.** ("Operator") and the **OHIO TURNPIKE COMMISSION** ("Commission").

WHEREAS, on September 5, 1985, by Resolution No. 13-1985, the Commission awarded the contract for the operation of its service plaza restaurants at Indian Meadow, Tiffin River, Blue Heron and Wyandot, said contract being known as TR-6-A (the "Contract") providing for an original term from December 2, 1985, until midnight on December 1, 1990, and also provided that the Operator had the right to an additional term of five (5) years commencing December 2, 1990, and ending December 1, 1995, provided Operator made a request for the additional term in writing and in accordance with Section 2 of Contract TR-6-A;

WHEREAS, Operator did request and was granted a five-year extension until December 1, 1995;

WHEREAS, the Commission desires to extend the term of the contract;

WHEREAS, Section 26 of Contract TR-6-A states "the Operator and the Commission may mutually modify the contract so as to permit the operation of the restaurants to reflect the current needs and desires of the traveling public";

WHEREAS, for valuable consideration given and received, in further consideration of said Contract, being known as TR-6-A, the Commission offers to extend the term of Contract TR-6-A, and the Operator does hereby expressly agree to an extension of the term of Contract TR-6-A for a minimum of thirteen (13) months;

**NOW, THEREFORE,** both parties mutually agree as follows:

1. Contract TR-6-A shall be extended from December 1, 1995, to midnight on December 31, 1996, on its original terms and conditions.

2. The Contract known as TR-6-A will remain in full effect during this extension period.

3. Upon the expiration of the term ending on December 31, 1996, this Supplemental Agreement shall automatically renew itself thereafter, running continuously for two-month periods commencing on the first day of the first calendar month and ending on the last day of the second calendar month of the two-month period, unless the Operator or the Commission shall give to the other party not less than sixty (60) days' written notice, prior to the expiration of the term then running, of the party's intention to terminate said Contract and this Supplemental Agreement at the expiration of the then-existing term.

4. Modifications to Contract TR-6-A and this Supplement Agreement will be made only upon the mutual consent of both parties.

IN WITNESS WHEREOF, the parties have hereto set their respective hands on the day and year first above written and have executed the foregoing Supplement Agreement in triplicate the day and year first above mentioned.

APPROVED:

\_\_\_\_\_

HARDEE'S FOOD SYSTEMS, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Commission Counsel

OHIO TURNPIKE COMMISSION

By \_\_\_\_\_  
Allan V. Johnson  
Executive Director