

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT**

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202____, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and LEXINGTON CHILDREN'S THEATRE, a Kentucky nonprofit corporation ("Organization"), with offices located at 418 WEST SHORT STREET, LEXINGTON, KENTUCKY 40507.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located at 418 WEST SHORT STREET, located in Lexington, Kentucky ("Property" or "Properties");

WHEREAS, the Organization provides aide to residents of Fayette County who are low- income, underserved, and/or marginalized;

WHEREAS, LFUCG issued Request for Proposal (RFP) No. 28-2025, for its "Nonprofit Capital Grants Program," which offers grant awards to Fayette County 501(c)(3) nonprofit organizations who directly provide, or indirectly facilitate, the provision of services to low-income, underserved, or marginalized Lexington-Fayette County residents, and is designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents;

WHEREAS, the Organization submitted a response to Proposal (RFP) No. 28-2025, seeking funding from LFUCG for operational investment projects and/or capital improvement projects so it can budget appropriate funds to continue providing needed services to Fayette County residents;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on January 1, 2026, and shall last until April 30, 2027, unless terminated by LFUCG at an earlier date.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. **Exhibit A** – Request for Proposal, Risk Management Provisions, and Scope of Project
- b. **Exhibit B** – Response to Request for Proposal

To the extent there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of **Exhibit A**, then **Exhibit B**, in that order.

3. SCOPE OF WORK. Organization shall complete the Scope of Project outlined in the attached **Exhibit A** (the "Project(s)"), which are further specified in Numbered Paragraph 4 of this Agreement. The Organization shall complete these Projects in a timely, workmanlike and professional manner, as specified herein.

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Seventy Thousand Dollars (\$70,000.00) ("Funds") for the completion of the Project. The total amount of Funds the Organization shall receive is divided into separate amounts which shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

PROJECT # AND DESCRIPTION	SUM	CAPITAL
1) Roof Replacement	1) \$70,000.00	1) FACILITIES IMPROVEMENT

The use of these Funds are limited to the Projects described in this numbered Paragraph and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded from the above payment schedule.

a. LFUCG shall make payment under this Agreement upon timely submission of approved invoice(s) from Organization specifying that nature of work performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for work completed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that any of the work performed on the Projects is inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. CONSTRUCTION TERMS. If applicable, the following terms shall apply to any of the Project(s) above that require construction costs.

- a. Project to be Completed in Workmanlike Manner. Organization shall bid, contract for, and cause to prosecute to completion, the Projects described herein in a good, safe and workmanlike manner, and in compliance with all applicable codes, ordinances, laws and regulations. Organization shall take necessary action to protect the life, health, safety, and property of all personnel on the job site, members of the public, and personnel.
- b. Permits. Organization agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
- c. Building Regulations. Organization asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Organization becomes out of compliance with any of these provisions, it will provide written notice to LFUCG immediately. Failure to notify LFUCG and resolve any such matters to the satisfaction of LFUCG may lead to termination of this Agreement for cause.
- d. No Liens. Organization will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with all applicable standards in the construction industry. The Organization will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder.
- e. Right of Inspection. Organization will permit access by LFUCG to the books and records of Organization related to the Project at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with applicable standards in the construction industry, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

f. Nonliability. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the property on which the Project is constructed, or for debts or claims accruing to said parties against the Organization. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

6. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days' advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization with advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days' advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

7. REPORTING. Organization shall provide LFUCG with timely quarterly reports and updates related to the completion of the Projects in the form and manner reasonably specified by LFUCG.

8. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

9. INSURANCE; INDEMNITY. The Risk Management Provisions in **Exhibit A** are incorporated herein as if fully stated.

10. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

11. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

12. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

13. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

14. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The

policy shall be made available to LFUCG upon request.

15. ANNUAL AUDIT. Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

16. DISPOSITION OF PROPERTY. Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement, if this Agreement terminates prior to December 31, 2029. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.

17. INVESTMENT. Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

18. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

19. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

20. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

21. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

22. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Jeremy Paul Kisling, Producing Artistic Director
Lexington Children's Museum
418 West Short Street
Lexington, KY 40507

For Government:

Kacy Allen-Bryant , Commissioner of Social Services
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

23. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

24. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

LEXINGTON CHILDREN'S MUSEUM

BY: _____
JEREMY PAUL KISLING, Executive Director

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202____, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

Notary Public, State-at-Large, Kentucky

EXHIBIT A

Request for Proposal, Risk Management Provisions, and Scope of Project



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #28-2025 Nonprofit Capital Grants Program – Facilities Improvement** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **October 7, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The contractor is expressly required to comply with the Kentucky Equal Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents. 20%
2. Demonstrated Need 20%
3. Applicant Capacity for Project and Meeting LFUCG Requirements. 20%
4. Operational Feasibility 20%
5. Cost Analysis 20%

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

AFFIDAVIT

Comes the Affiant, Ashlee Collins, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Ashlee Collins and he/she is the individual submitting the proposal or is the authorized representative of Lexington Children's Theatre, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

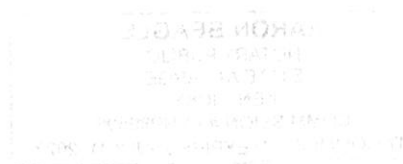
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

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7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

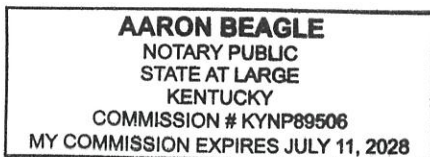
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Aaron Beagle on this the _____ day
of October 6, 2025.

My Commission expires: _____

Beagle
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

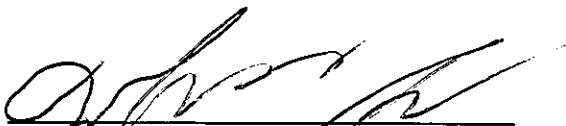
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:


The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.


Signature


Name of Business

Firm Submitting Proposal: Lexington Children's Theatre

Complete Address: 418 W. Short St. Lexington 40507
Street City Zip

Contact Name: Ashlee Collins Title: Development Director

Telephone Number: 859-254-4546^{ext 230} Fax Number: X

Email address: acollins@lctonstage.org

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;


- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

10/6/25

Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

EXHIBIT B

Response to Request for Proposal



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: _____

Mailing Address: _____

Street Address: _____

Phone: (____) _____ - _____

Is your Agency registered with the IRS as a 501(c)(3) organization? Yes No

*Note: Agencies **must** be registered with the IRS as a 501(c)(3) organization to be eligible for this grant program funding.*

Does your agency have a Gold Seal of Transparency or higher profile on [Candid.org](https://www.candid.org)? Yes No

*Note: Agencies **must** have a Gold Seal of Transparency or higher profile with GuideStar.org to be eligible for this grant funding.*

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):

Person Completing Application (Name, Title, Phone, Email):

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: _____ Request \$ _____
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Total Funding Amount Requested: \$ 70,000

- Save this PDF formatted Proposal Submittal Cover Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.
- Total Funding Pool is \$421,600. Minimum Total Request per agency is \$30,000; Maximum Total Request per Agency is \$70,000.
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.

Lexington Children's Theatre
RFP-28-2025 (Facility Improvements Nonprofit Capital Grants)



The State Children's Theatre of Kentucky

Section 1: Directly Provide or Indirectly Facilitate the Provision of Services to Low income, Underserved, or Marginalized Lexington-Fayette County Residents

Please provide a brief description of your agency's mission and objectives. Applying agencies must meet the criteria below:

- 1. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds**
- 2. Be in good standing with the Kentucky Secretary of State**
- 3. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher-level agency portrait on [GuideStar.org](https://www.guidestar.org)**
- 4. Funds for the projects cannot be used to teach, advance, advocate or promote any religion**
- 5. Applying organization agrees to comply with all applicable local, state, and federal laws**

Funds provided by LFUCG will benefit young people and families in our downtown Lexington facility. LCT is in good standing with Kentucky's Secretary of State and has a Gold Seal of Approval from Guidestar. Funds will not be used to teach, advance, advocate or promote any religion, and we will comply with all applicable local, state, and federal laws.

Lexington Children's Theatre (LCT), located in downtown Lexington is a fully professional, non-profit organization dedicated to the intellectual and cultural enrichment of young people. Our mission is to create imaginative and compelling theatre experiences for young people and families. Founded in 1938, LCT is one of the oldest continuously operating theatres for young people in the nation and is the State Children's Theatre of Kentucky, a distinction granted to LCT by the Kentucky Legislature in 1986.

Annually, LCT serves approximately 16,000 children in Fayette County and an additional 45,000 throughout the Commonwealth through our Main Stage performances, Education Department, Touring Productions, and Satellite Theatre based in Eastern Kentucky. Through these programs, LCT's goal is to inspire and educate people regardless of geographic or economic barrier.

LCT has several programs which directly engage low income, underserved, or

Lexington Children's Theatre
RFP-28-2025 (Facility Improvements Nonprofit Capital Grants)

marginalized Fayette County residents. LCT's Family Pay What You Will program allows underserved young people and families to attend a performance at any rate they are comfortable paying.

Student Matinee tickets are offered for free for students who attend Title One Schools through the Discover More Series, supported by PNC. In the past 2 years, 400 students have benefitted from these subsidized ticket sales. Scholarships for camps and classes are available for those families who request financial assistance. In the 2024-2025 season, at least 25 students in Fayette received subsidies to attend Theatre school camps.

LCT also makes all performances accessible to individuals with disabilities, aiding as needed through accessible seating, sign language interpreters, large print programs, audio description, and a "quiet room" with a live feed from the stage for those with autism or sensory disorders. We also offer several "Sensory Friendly" performances each year for young people with special needs. The sensory friendly lending library shares headphones, fidget toys and sunglasses for those who may be overstimulated by the production. Our building and restroom facilities are fully handicapped accessible.

Section 2: Demonstrated Need

Demonstrate how the proposed capital project is needed for the agency to provide their services. Applications must describe the need for the specific project in regards to the agency's ability to meet its mission and objectives. Criteria to be considered include:

- 1. The type and scale of the project proposed clearly enables the capacity of the agency's mission**
- 2. Data provided that documents project need**
- 3. If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices**

Lexington Children's Theatre (LCT) is seeking funding to replace our roof. Built in 1920 and purchased by the theatre in 1996, LCT's building is an asset to the cityscape of downtown Lexington. As we own our building outright, all repairs, major and minor, must be self-funded. Our current roof was installed in 1998 and is in dire need of replacement. Repairs were completed in spring 2025, but we have been advised the roof has exceeded its useful life.

At over 13,000 square feet, the cost of replacing LCT's roof is prohibitive and cannot be absorbed into our annual budget. Included in the scope of work is the following:

- Removing existing roofing materials and disposing safely
- Pressure washing and cleaning

Lexington Children's Theatre
RFP-28-2025 (Facility Improvements Nonprofit Capital Grants)

- Making necessary infrastructure repairs prior to replacement
- Possible replacement of any potentially damaged insulation
- Replacement of rubber membrane
- Application of a primed base coat with embedded Permafab Reinforcement.
- Application of topcoat

Replacement of the roof is necessary for several reasons. Leaks lead to wet patches throughout our theatre, which pose health and safety hazards for our staff, performers and patrons (see attached photos provided). LCT has programming in the building year-round with theatre school, camps and classes, school and public performances, and teen acting company programs. The health and safety of our patrons is of the utmost importance for the thousands of young people and families who attend and participate in our programming every year.

Additionally, other organizations use our building throughout the year, including Leadership Lexington, local schools and preschools, and other arts organizations which don't have their own performance space. Props, costumes, and scenic elements can suffer water damage, leading to extra costs and staff time for repair or replacement. Leaks can also lead to damaged flooring, walls, and fixtures, again leading to additional expense for cleanup and repairs.

Funding from this grant will allow the theatre to focus on programming which meets the needs of our students and patrons, instead of cleaning up messes. LCT will follow all guidelines for permits, public safety and traffic mitigation as required by the city of Lexington.

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project. This means that the organization carrying out the project, its employees, or its partners, must have the necessary experience and qualifications to execute the project and adhere to the requirements of this grant program.

Factors to be considered will include: prior agency experience with capital projects and grants; suitable agency fiscal capacity and organizational infrastructure to implement the project; and employee experience in grant management. The LFUCG's monitoring records of previously funded projects will also be considered in determining applicant capacity. The LFUCG will pay special attention to previously awarded projects and an agency's track record for timely implementation and spending of awarded funds.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. (*Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.*)

Jeremy Kisling, Producing Artistic Director, will oversee this grant. Mr. Kisling has worked for LCT for over 25 years and is the chief executive of the organization. He has

Lexington Children's Theatre
RFP-28-2025 (Facility Improvements Nonprofit Capital Grants)

extensive knowledge of the building and has overseen past roof repairs. He has spoken to all contractors who have submitted bids and reviewed their capabilities to successfully execute the project. All contractors have extensive experience in commercial roofing and know the complexities of working on this third story enclosed space. LCT has checked contractor references and Better Business Bureau ratings of those who have submitted bids (Tri-State Roofing, Bri-Den Roofing, and TremCo Roofing bids attached).

LCT has extensive experience in writing, administering, and overseeing grant projects, including Federal grants (National Endowment for the Arts, The Kennedy Center's VSA Program, Shuttered Venues Operators grant), State grants (the Kentucky Arts Council, Kentucky Humanities Council), City grants (Extended Social Resource grant), as well as foundation and corporate grants such as LexArts and Keeneland.

Mr. Kisling will work together with other LCT staff, including Managing Director Jeff Sachs and Development Director Ashlee Collins to ensure that LCT complies with all stated grant requirements, including oversight, compliance, execution and reporting. LCT carries appropriate building and liability insurance.

When the roof is replaced, LCT will ensure that all children, patrons and staff remain safe. We will schedule the work for minimal disruption to programming. If the sidewalk on short street needs to temporarily close, the theatre can be accessed through the Victoria Square atrium on Broadway.

Section 4: Operational Feasibility

The application must include:

- 1. Clear and complete plans and timeline for implementing and completing the project**
- 2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project**
- 3. Adequate number of qualified staff to carry out the proposed project**
- 4. Indicators that demonstrate that the project can be completed by April 30, 2027**

For minimal disruption to existing programming, the roof replacement would likely occur in May or September 2026, well before the April 2027 deadline. This lead time will allow LCT to lock in a schedule with the selected contractor. The contractors have advised us the work will take approximately three weeks to complete. One week for removal and preparation, one week for installation and a third week for follow up/minor details.

Since this project will be completed by an outside commercial roofing specialist, LCT's staff will be involved in a supervisory capacity only. As noted above, Jeremy Kisling, Jeff Sachs and Ashlee Collins will all be involved in the execution and supervision of this project.

Funding from LFUCG will not cover the entire amount for the roof replacement. LCT is confident we can fund the remainder. Lexington Children's Theatre is currently executing a capital campaign to complete needed infrastructure projects. We have

Lexington Children's Theatre
RFP-28-2025 (Facility Improvements Nonprofit Capital Grants)

raised approximately \$285,000 of our \$1 million goal raised, including actual gifts and pledges due in 2026. The campaign started with a gift of \$134,000 from the estate of Alexandra Simpson. LCT's Capital Campaign Committee has over 50 active foundation and private donor proposals in progress in the \$10,000 to \$50,000 range. Please see attachments for further information regarding financial capacity.

Section 5: Cost Analysis – and attachments

- 1. Cost proposals and budget narrative**
- 2. This section shall provide the total costs of the capital project, including all expenses to be incurred**
- 3. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington**
- 4. Attach item Budgets for each Grant Project requested and the Agency Budget**

Lexington Children's Theatre requests \$70,000 for this project. Please review the attached bids from Tri State Roofing, Tremco and Bri Den Roofing. Each of these bids are for complete replacement as we have been advised it is not feasible to continue repairing the existing roof which is over 25 years old. We will select the company which has the best cost benefit and warranty.

The total budgeted cost is \$175,000- allowing for an anticipated inflationary rate of 2.8%. The bids cover all expenses including labor, materials, removal, disposal, crane rentals, street closures, etc. so no additional construction costs are anticipated. By securing three bids from reputable commercial roofing companies, we believe these costs are reasonable and customary for the Lexington market.

As requested, please see the attached board approved LCT budget for July 1, 2025 through June 30, 2026. A replacement roof is not currently in this budget, pending securing necessary funds. The board of directors would vote to proceed with the project when complete funds are available.

Thank you for considering Lexington Children's Theatre for this funding opportunity. Please let us know if you have any questions or if we can provide further information.

LEXINGTON CHILDREN'S THEATRE ROOF REPLACEMENT BUDGET

Bid 1: Tri State \$164,000.00

Bid 2: Bri Den \$209,000 - \$229,000

Bid 3: Tremco \$160,000 - \$195,000

Other Expenses: Anticipated inflation factor times 2.8%

The total budgeted cost is \$200,000.00

Total amount requested from LFUCG \$70,000

Other Funding Proposals completed or in progress include corporate
and foundation grant submissions, as well as private individuals.



Lexington Children's Theatre Budget
2025-2026

Income	25-26	24-25	Expense	25-26	24-25
400-100 · Public Ticket Sales	\$ 143,775.00	\$132,200.00	500-000 · Staff Salaries & Wages	\$ 606,535.00	\$ 589,150.00
401-100 · School Ticket Sales	\$ 245,300.00	\$204,500.00	510-000 · Part-time Salaries & Wage	\$ 282,800.00	\$ 228,490.00
402-100 · Tour Sales	\$ 121,000.00	\$110,000.00	520-000 · Contract Labor	\$ 37,000.00	\$ 45,500.00
403-100 · Regional Sales	\$ -	\$0.00	530-000 · Stipend Labor	\$ 1,500.00	\$ 1,500.00
404-000 · Handling	\$ 14,900.00	\$13,500.00	540-000 · Payroll Taxes	\$50,000.00	\$50,000.00
410-200 · Education Class Income	\$ 339,200.00	\$303,000.00	550-000 · Employee Benefits	\$ 105,500.00	\$ 120,000.00
415-200 · Miscellaneous Education Income	\$0.00	\$2,400.00	560-100 · Production Costs	\$ 69,700.00	\$ 64,950.00
420-300 · Merchandise and Program Ad Sales	\$ 12,250.00	\$9,500.00	570-200 · Education Costs	\$ 3,500.00	\$ 3,500.00
430-400 · Annual Fund Income	\$ 75,000.00	\$72,000.00	580-000 · Marketing Expense	\$ 22,700.00	\$ 22,000.00
440-000 · Grants	\$ 302,000.00	\$296,000.00	590-000 · Printing Expense	\$ 14,350.00	\$ 12,500.00
445-400 · Sponsorship Income	\$ 39,000.00	\$36,000.00	640-000 · Shooting Stars	\$ 56,740.00	\$ 23,000.00
450-400 · Special Events Income	\$ 60,000.00	\$59,000.00	650-000 · Rental Expense - Educatio	\$ 650.00	\$ 750.00
460-000 · Shooting Stars Income	\$ 22,000.00	\$23,000.00	650-000 · Rental Expense - Producti	\$ 750.00	\$ 750.00
470-000 · Investment Income	\$ 178,500.00	\$177,500.00	650-000 · Rental Expense - Facility	\$ 44,800.00	\$ 46,800.00
480-000 · Rental Income - Facility	\$ 24,500.00	\$22,550.00	700-000 · Small Equipment Purchase	\$ 1,750.00	\$ 1,750.00
	\$ 1,577,425.00		700-000 · Small Equipment Purchase	\$ 3,000.00	\$ 1,750.00
Budget			710-000 · Repairs & Maintenance - F	\$ 4,200.00	\$ 3,350.00
Total income	\$ 1,574,075.00		710-000 · Repairs & Maintenance - F	\$ 13,000.00	\$ 17,500.00
Total expenses	\$ 1,574,075.00		720-500 · Utilities Expense	\$ 90,500.00	\$ 90,500.00
Contributions from Cash Reserve			730-500 · Insurance Expense - Facili	\$ 23,000.00	\$ 23,000.00
Total profit (or loss)	\$ -		790-500 · Service Contracts Expense	\$ 17,600.00	\$ 17,460.00
			800-000 · Supplies Expense - Faciliti	\$ 5,500.00	\$ 5,250.00
			810-000 · Postage Expense	\$ 5,500.00	\$ 5,500.00
			820-000 · Lodging Expense	\$ 3,500.00	\$ 2,950.00
			830-000 · Meals & Entertainment Ex	\$ 1,200.00	\$ 1,200.00
			840-000 · Mileage & Fuel Travel Cost	\$ 4,200.00	\$ 3,900.00
			850-000 · Other Travel Expense	\$ 1,500.00	\$ 1,500.00
			850-000 · Conference and Travel Ex	\$ 1,500.00	\$ 1,500.00
			860-000 · Training Expense	\$ 4,800.00	\$ 5,300.00
			870-000 · Recruiting Expense	\$ 3,100.00	\$ 3,600.00
			880-400 · Development Expense	\$ 20,500.00	\$ 17,460.00
			910-000 · Dues, Subscriptions & Libr	\$ 14,000.00	\$ 12,350.00
			930-000 · Miscellaneous Expense - S	\$ 4,000.00	\$ 4,000.00
			930-000 · Miscellaneous Expense - A	\$ 7,950.00	\$ 7,950.00
			940-000 · Professional Fees Expens	\$ 4,000.00	\$3,800.00
			950-000 · Interest Expense	\$21,000.00	\$ 21,000.00
			960-000 · Bank & Vendor Charges	\$ 21,500.00	\$ 21,500.00
			970-000 · Hospitality/Meetings Expe	\$ 750.00	\$650
				\$ 1,574,075.00	



Lexington Children's Theatre
418 W Short St.
Lexington, KY 40507

4/7/25

ATTN: Jeremy Kisling

RE: Roof Replacement Proposal

Mr. Kisling,

We propose to furnish all labor, material, equipment, supervision, tools, etc. and perform all work and services necessary for and incidental to the proper completion of roof services as described below.

Roof Scope

- A) Perform infrared scan on existing roof system.
- B) Leave in place existing roof and insulation. Replace any wet insulation at a unit cost basis, per infrared scan report.
- C) Demo existing flashings from all walls, curbs, and penetrations.
- D) Demo all existing metal wall copings, expansion joints, gravel stops. Leave in place rail curb metal caps.
- E) Install ½" wood fiber coverboard over existing roof in low rise foam adhesive.
- F) Install a Johns Manville Dynabase base sheet in cold adhesive.
- G) Install a Johns Manville Dynaglas cap sheet in cold adhesive. Heat weld cap sheet seems.
- H) Flash all walls, curbs, and penetrations with Dynaquad Aluminum Flashing.
- I) Flash any low flashing height rail curbs with Johns Manville PMMA Liquid Flashing.
- J) Fabricate and install new 24ga prefinished copings, expansion joints, gravel stops.
- K) Provide and install new Johns Manville Paratread from roof hatch to HVAC area.
- L) Install new EPDM membrane at built in gutter.
- M) Provide a 2 Year Craftsmanship Warranty from The Bri-Den Co., Inc.
- N) Provide a 20 Year No Dollar Limit Manufacturer's Warranty from Johns Manville. 55 MPH wind uplift rating.
- O) Issue a \$2,000,000 Property Liability Insurance Certificate.
- P) All workers covered by Worker's Compensation Insurance.

Total Lump Sum: Two Hundred Nine Thousand Dollars (\$209,000.00)

UNIT PRICING- Replace Wet Insulation: \$5.00 sft

UNIT PRICING- Replace Deteriorated Wood Decking: \$10.00 sft

Note: Replacement requires Algonquin Street loading and unloading, and neighboring roof access. Coordination required by owner.

We want to thank you for the opportunity to quote this project and if we can be of any further service to you, please do not hesitate to contact us any time.

Sincerely,
The Bri-Den Co., Inc.

Brian Morrison - CEO

Main Office:
PO Box 2125
Ashland, KY 41105
Phone: 606-325-8639
Fax: 606-329-8814

Branch Office:
110 Old Wallacetown Rd
Berea, KY 40403
Phone: 859-985-0049
Fax: 606-325-8639



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418 W Short St.
Lexington, KY 40507

4/7/25

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Roof Scope

- A) Perform infrared scan on existing roof system.
- B) Leave in place existing roof and insulation. Replace any wet insulation at a unit cost basis, per infrared scan report.
- C) Demo existing flashings from all walls, curbs, and penetrations.
- D) Demo all existing metal wall copings, expansion joints, gravel stops. Leave in place rail curb metal caps.
- E) Install ½" wood fiber coverboard over existing roof in low rise foam adhesive.
- F) Install a Siplast Paradiene 20 base sheet in cold adhesive.
- G) Install a Siplast Paradiene 30FR cap sheet in cold adhesive. Heat weld cap sheet seems.
- H) Flash all walls, curbs, and penetrations with Siplast Aluminum Veral.
- I) Flash any low flashing height rail curbs with Siplast ParaPro PMMA Liquid Flashing.
- J) Fabricate and install new 24ga prefinished copings, expansion joints, gravel stops.
- K) Provide and install new Siplast Paratread from roof hatch to HVAC area.
- L) Install new EPDM membrane at built in gutter.
- M) Provide a 2 Year Craftsmanship Warranty from The Bri-Den Co., Inc.
- N) Provide a 20 Year No Dollar Limit Manufacturer's Warranty from Siplast. 55 MPH wind uplift rating.
- O) Issue a \$2,000,000 Property Liability Insurance Certificate.
- P) All workers covered by Worker's Compensation Insurance.

Total Lump Sum: Two Hundred Twenty Nine Thousand Dollars (\$229,000.00)

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Note: Replacement requires Algonquin Street loading and unloading, and neighboring roof access. Coordination required by owner.

We want to thank you for the opportunity to quote this project and if we can be of any further service to you, please do not hesitate to contact us any time.

Sincerely,

The Bri-Den Co., Inc.

Brian Morrison - CEO

Main Office:
PO Box 2125
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Lexington Children's Theatre



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April 21, 2022

Mr. Erin McGuire-Thompson
Woodford County Schools
330 Pisgah Pike
Versailles, KY

RE: Lexington Children's Theatre Roof Restoration Budget Estimate

Dear Mrs. McGuire-Thompson,

Thank you for allowing Tremco Roofing to provide you with a budget estimate to restore the roofs with a Fluid-Applied Membrane at the Lexington Children's Theatre. This estimate is based on the approx. sq. footage of the roofs listed below and is contingent on an Infrared Scan being done on the roof prior to any restoration work, to identify potential wet insulation. Tremco can do the Infrared Scan on the buildings at no cost.

New Roof Scope of Work

1. *Make any necessary repairs including, but not limited to wet insulation cut-out and patching of the existing membrane.
2. Pressure wash and clean and debris from the roof membrane in preparation for restoration.
3. Prime the Modified Bitumen Cap Sheet with Alphaguard WB Primer.
4. Apply Alphaguard Bio Base Coat at prescribed rate, embedding Permafab Reinforcement into the base coat.
5. After base coat has properly cured, apply Alphaguard Bio Top Coat at prescribed rate.
6. Apply additional Alphaguard Top Coat and silica sand around identified heavy traffic areas to add a non-slip walkway.
7. Provide a 20 year warranty on the Restored Roofs.

2022 Budget Estimate for Roof Restoration of the Roofs

1. Total Square Footage of Roofs: 13,225 sq. ft.

Budget Estimate: \$160,000 - \$195,000

***Infrared roof scan must be performed prior to restoration project.**

If you have any questions, please contact me.

Sincerely,

Ken Arrington

Ken Arrington
Tremco Senior Field Advisor
859-806-8167 Cell

Roof Aerial





CONTRACTORS FOR:
ROOFING
ROOF DECKS
INDUSTRIAL SHEETING
SHEETMETAL FABRICATION AND ERECTION

TRI-STATE ROOFING & SHEET METAL COMPANY

P.O. BOX 56 • 1624 OLD FRANKFORT PIKE • LEXINGTON, KY 40588-0056 • TELEPHONE (859) 233-4546
FAX: (859) 231-9747 • WEB SITE: <http://www.tri-stateservicegroup.com>

TO: Lexington Children's Theatre DATE: October 3, 2025
418 West Short Street PROJECT: Roof Project
Lexington, KY 40507 LOCATION: 418 West Short Street
ATTN: Mr. Jeremy Kisling

DESCRIPTION OF THE WORK TO BE PERFORMED:

We propose to furnish labor, material and equipment to affect installation of a new roof system at the aforementioned location as described herein. We will install a new Carlisle 060Mil EPDM roof system providing a 20-year manufacturer's warranty and a two-year Tri-State Roofing & Sheet Metal Co. workmanship warranty. An overview of the new roof system is as follows.

First, we will clean and prepare the existing modified roof. Next, we will mechanically fasten Carlisle's .5" HD Plus cover-board before setting their 060Mil EPDM membrane in adhesive. All curb and wall flashings will be removed as well as all metal coping. The new field membrane will be adhered up and over the parapet walls and all walls and curbs will be flashed. Additionally, all HVAC curbs, pipes, drains, and penetrations will be flashed in accordance with the manufacturer's 20-year warranty specification. The abandoned runners will be removed and tapered insulation will be set on the high side of all runners. In the event deteriorated insulation is discovered, it will be replaced on a unit cost basis of \$6.25 per square foot. Finally, .5" HD Plus coverboard will be installed in the gutter before it is relined with EPDM.

Using 24 gauge kynar metal, we will fabricate and install new coping, curb bib flashing, and new gutter drip edge and edge trim. All fabrication and installation will be done per SMACNA guidelines.

Throughout the course of the project all debris will be removed, and the property will be kept as orderly as possible. Our bid assumes interior access to the roof will be provided and we will be able to close the side walk in front of the theatre for periods of time and that the existing roof system is dry.

EXCLUSIONS:

- Deck/Insulation Replacement
- Lightning Protection/Interior Protection
- Masonry Work & Leaks Associated w/ Masonry Issues

We will complete the above described work for the lump sum price of:

One Hundred Sixty Four Thousand Nine Hundred Dollars and 00/100 Cents \$164,900.00

In the event the price of any materials or products to be used in this work should increase 2.0% or greater from the price at which the material/product was available to the Contractor at the time of submission of this proposal, then the price quoted shall be increased to reflect the additional cost. Terms of this contract are subject to change as a result of circumstances related to the Covid-19 virus.

ACCEPTED:

Firm/Owner _____

TRI-STATE ROOFING & SHEET METAL CO.

By: _____

By: Greg Meegan

Title: _____

Vice President

Date: _____

Date: October 3, 2025

The terms and conditions set forth on the reverse side are a part of this proposal and contract. This proposal is subject to revision or withdrawal by Tri-State until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by Tri-State has occurred. This proposal expires thirty (30) days after the date stated below, unless Tri-State Roofing & Sheet Metal Company expressly agrees to an extension.

TERMS & CONDITIONS

1. **Acceptance.** This Proposal and the plans, specifications and such other documents, if any, as are referenced on the face of this Proposal shall constitute the entire agreement between the parties. If acceptance of this Proposal is conditioned upon any additional or inconsistent terms and the parties cannot agree on mutually acceptable terms and conditions, then in such event AIA Standard Form of Agreement and AIA Document A201, General Conditions of the Contract for Construction 2007 edition, shall be used.
2. **Nature of Work.** Tri-State Roofing & Sheet Metal Company ("Tri-State") shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Tri-State does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to provide a proper design, which complies with applicable building code requirements, is consistent with desired fire and wind uplift resistance ratings, and includes a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Tri-State, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tri-State is not responsible for any loss, damage or expense due to defects or omissions in plans or specifications or building code violations unless such damage results from a deviation by Tri-State from what is specified. Tri-State is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, deck deflection or existing deck conditions.
3. **Drainage.** Roof drainage, including secondary drainage, should be evaluated, designed and specified by a qualified mechanical engineer for compliance with current plumbing and other applicable codes and site conditions. Tri-State does not evaluate or design roof drainage, including the number, size and spacing of roof drains, and is not responsible for the adequacy of roof drainage and the consequences of inadequate roof drainage. Because retrofit drains reduce capacity of existing roof drainage, Tri-State does not recommend use of retrofit drains and is not responsible for the consequences of an owner's or design professional's decision to have Tri-State install retrofit drains. Tri-State is not responsible for damages resulting from clogged drains, scuppers and downspouts. The owner should regularly inspect all roof drains, scuppers (both primary and secondary) and downspouts to determine that drainage is not impeded.
4. **Deck Conditions.** Customer warrants that structures on which Tri-State is to work are in sound condition and capable of withstanding roof construction, equipment and operations and will not adversely affect the roofing materials or performance of the roof. Tri-State is not responsible for adhesion to concrete decks or the effects on the roofing materials of residual moisture in concrete decks. Tri-State is not responsible to test or assess moisture content of the deck or substrate and for water intrusion while the deck is drying and advises that admixtures are not effective in preventing moisture or vapor migration from adversely affecting roofing materials. Tri-State's commencement of roof installation indicates only that Tri-State has visually inspected the surface of the deck for visible defects or deficiencies. Tri-State is not responsible for the quality of construction, structural sufficiency, undulations, durability, fastening, moisture content, suitability, or physical properties of the roof deck or other trades' work or design.
5. **Asbestos and Toxic Materials.** This proposal is based on Tri-State's not coming into contact with asbestos-containing or toxic materials. Tri-State is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Tri-State shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Tri-State from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.
6. **Mold.** Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Tri-State if Owner believes there are roof leaks. Tri-State is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tri-State from claims due to indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold or deterioration of Air Quality.
7. **Payment.** Payment by credit card is not permitted, unless agreed to by Tri-State. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tri-State by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Tri-State shall be entitled to recover from Customer all costs of collection incurred by Tri-State, including attorney's fees, resulting from Customer's failure to make proper payment when due. Tri-State's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global ("FMG"), including wind uplift testing.
8. **Insurance.** Tri-State shall carry worker's compensation, automobile and commercial general liability and such other insurance as required by law. Tri-State will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, without a deductible, including the labor and materials furnished by Tri-State, covering fire, windstorm, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work, until the job is completed and accepted. Moneys owed to Tri-State shall not be withheld by reason of any damage or claim against Tri-State covered by liability or property damage insurance. If Customer requires and Tri-State agrees to name Customer or others as additional insureds on Tri-State's liability insurance policy, Customer and Tri-State agree that the naming of Customer or other parties as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tri-State and is not intended to make Tri-State's insurer liable for claims that are due to the fault of the additional insured.
9. **Working Conditions.** Tri-State shall not be charged for reasonable use of job utilities and services, watchmen and security, sanitary facilities, temporary structures, or general office expense or other prorated expenses of any description.
10. **Interior Protection.** Tri-State is not responsible for damage caused by the elements or debris that may fall into the building during the course of the work, including leakage due to the condition of the existing roof, drainage deficiencies or water entry through other parts of the building. *Tri-State is not liable for speed, incidental or consequential damages.* Customer acknowledges that re-roofing of an existing building or substantial repairs may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof to minimize potential interior damage and to provide written notice of locations of hi-tech equipment or machinery or sensitive operations located directly underneath areas to be re-roofed or repaired and take steps necessary to protect such equipment or machinery during re-roofing. Tri-State shall not be responsible for disturbance, interruption, clean up, loss of revenue or loss to interior property including gym floors and technical equipment or machinery that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify occupants and tenants of roofing work and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tri-State harmless from claims of tenants and occupants who were not so notified and did not provide protection. If there is interior damage due to water entry or debris that falls into the building for which the Customer contends Tri-State may be responsible, Tri-State shall be given prompt written notice by Customer and the opportunity to take needed remedial action without prejudice to Tri-State's or Customer's rights or contentions as to liability or responsibility for the costs incurred. Tri-State will not be liable for remedial expenses if Tri-State was not afforded the opportunity to perform the remedial work. Customer shall maintain builder's risk and property insurance which shall be used to cover such claims and losses. Tri-State and Customer waive rights of subrogation for claims covered under builder's risk and property insurance.
11. **Roof Projections.** Tri-State will flash all projections through roofing that are shown on the architectural plans provided to Tri-State and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Tri-State not shown on the plans provided to Tri-State prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Tri-State shall be compensated at its customary time and material rates for performing such additional work.

12. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Tri-State shall be valid unless previously authorized in writing by Tri-State and unless written notice is given to Tri-State within ten (10) days of the event, act or omission which is the basis of the backcharge.
13. **Availability of Site.** Tri-State shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tri-State shall not be required to begin work until underlying areas are ready and acceptable to receive Tri-State's work and sufficient areas of roof deck are clear and available for continuous full operation until job completion. The expense of any extra trips by Tri-State to and from the job as a result of the job not being ready for the Work after Tri-State has been notified to proceed will be charged as an extra.
14. **Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where Tri-State will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Tri-State's employees. Tri-State's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or top side of the roof deck upon which Tri-State will be installing the new roof. Owner will indemnify Tri-State from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Tri-State's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Tri-State is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undischarged or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Tri-State and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Tri-State is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Tri-State harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof. Tri-State is not responsible for and shall be compensated for additional costs incurred due to the existence of utilities, damaged or wet installation, deteriorated deck or other subsurface or latent conditions not disclosed in writing to Tri-State and specifically referenced on the face of this proposal.
15. **Mechanic's Lien and Payment Bond.** Tri-State shall be entitled to file a lien if payment to Tri-State is not made. If a payment bond is issued, a copy of payment bond shall be furnished to Tri-State upon request.
16. **Warranty.** Tri-State's work will be warranted by Tri-State in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A fastimile of Tri-State's standard warranty is attached or, if not, will be furnished upon request. *Tri-State is not liable for speed, incidental or consequential damages.* The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tri-State. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. If solar panels or green roofing materials are installed on the roof, Customer will be responsible for deconstructing or removing such panels or materials at customer's expense to allow Tri-State to perform roofing work or respond to warranty requests.
17. **Wind Loads or Uplift Pressures.** Tri-State relies upon the Design Professional to specify appropriate materials and components including deck construction to obtain the required or desired wind uplift rating. If wind load or uplift pressures are specified but Owner has not retained a Design Professional, Tri-State will install insulation and membrane materials that have been listed either by FMG, the membrane manufacturer or others as having been tested and found to meet the designated load or rating. Tri-State itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.
18. **Right to Stop Work.** The failure of Customer to make proper payment to Tri-State when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Tri-State, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Tri-State shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Tri-State shall be increased by the amount of Tri-State's reasonable costs of shut-down, delay and start-up.
19. **Damages and Delays.** Tri-State is not responsible for damage done to Tri-State's work by others. Any repairing of the same by Tri-State will be charged as an extra. Tri-State will not be responsible for roof damage or impaired performance or diminished roof life expectancy due to installation of solar equipment or green roofing materials, whether such damage occurs during or after installation Tri-State shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Tri-State. Tri-State shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Tri-State's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
20. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.
21. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The extent of oil-canning and the appearance of the panels will vary depending on factors such as panel length and color, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Tri-State. Tri-State is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
22. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tri-State. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tri-State harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
23. **Dispute Resolution.** If a dispute shall arise between Tri-State and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tri-State, including a claim alleging any breach of this contract or negligence by Tri-State must be initiated no later than two (2) years after Tri-State performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of the Tri-State.
24. **Material References.** Tri-State is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-Value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
25. Tri-State shall have the benefit of all rights, remedies and redress against the Contractor, which the Contractor has against the Owner, as provided in the Prime Contract. Acceptance of payment shall not constitute a waiver of Tri-State's rights.

DEED

THIS DEED, dated March 13, 1996 between JACQUELINE H. HOPKINS and JEROME D. HOPKINS, her husband of 2088 Bridgeport Drive, Lexington, Kentucky 40502 and MARGUERITE H. LYNCH and KENNETH P. LYNCH, JR., her husband (by and through their Attorney-in-Fact, JACQUELINE H. HOPKINS, pursuant to Power of Attorney recorded immediately prior hereto in the Fayette County Clerk's office) of 3320 Ridge Point N.W., Atlanta, Georgia 30339, hereinafter collectively or singularly referred to as GRANTOR and LEXINGTON CHILDREN'S THEATRE, INC., a Kentucky Non-Profit Corporation, hereinafter collectively or singularly referred to as GRANTEE of 161 North Mill Street, Lexington, Kentucky 40507.

WITNESSETH:

That for and in consideration of the total purchase price of FOUR HUNDRED TWENTY FIVE THOUSAND DOLLARS AND 00 CENTS (\$425,000.00), the receipt of which is hereby acknowledged, GRANTOR has Bargained and Sold and does hereby Grant and Convey unto GRANTEE, in fee simple, its successors and assigns forever, the following described real estate situated in Fayette County, Kentucky, and more particularly described as follows:

TRACT I

All that certain tract or parcel of land, the improvements thereon being known as 424-428 West Short Street in the City of Lexington, County of Fayette, and State of Kentucky, and more particularly described as follows:, to-wit:

Beginning at a point corner to the property now or formerly owned by Adolph Greebel on the South side of West Short; thence West with the line of Short Street fifty (50) feet more or less, to the line of the property now or formerly owned by Mrs. Virginia Parker; thence South with the line of the property now or formerly owned by Mrs. Virginia Parker, one hundred ten (110) feet, more or less, to the line of L.L. Roberts, formerly Whitney's; thence with the line of Roberts East, fifty (50) feet, more or less, to the line of the property now or formerly owned by Adolph Greebel; thence with the line of the property now or formerly owned by Adolph Greebel, north, one hundred ten (110) feet, more or less, to the point of beginning; and being known as 424-428 West Short Street, Lexington, Kentucky.

TRACT II

Being in Lexington, Fayette County, Kentucky and located on West Short Street and is described as beginning on the Southwest side of Short Street 199 feet 5 inches West of the intersection of Broadway and Short Streets and corner to the lot of John Faig, running thence in a Southwesterly direction in the line of John

HOLD FOR CLAY & MAINOUS

Faig 110 feet, more or less, to a point corner to the lots of John Faig and P.H. Feeny; thence at right angles running with the line of Feeny's lot toward Broadway 73 feet 6 inches, more or less, to a point corner to the property belonging to the Estate of James Stoll, deceased; thence at right angles running with the line of Stoll 110 feet, more or less, to Short Street; thence at right angles along Short Street 73 feet 6 inches to the beginning, the improvements thereon being known and designated as 416-420 West Short Street (a/k/a 418 West Short Street), Lexington, Kentucky.

Being a part of the same property acquired by Jacqueline H. Hopkins, a married person and Marguerite H. Lynch, a married person, by Deed dated March 7, 1980, of record in Deed Book 1247, Page 792, in the Office of the Clerk aforesaid.

TO HAVE AND TO HOLD, unto GRANTEE, in fee simple, its successors and assigns forever.

GRANTOR hereby releases and relinquishes unto GRANTEE, its successors and assigns forever, all of GRANTOR'S right, title and interest in and to said property, and covenant with GRANTEE, its successors and assigns forever, that GRANTOR is lawfully seized in fee simple title to said property, and has good and lawful right to sell and convey same as is herein done, that the title to said property is clear, perfect and unencumbered, and subject to the hereinafter set out exceptions, WARRANT GENERALLY the title to said property.

PROVIDED, HOWEVER, exception is hereby taken to current taxes, easements and restrictions of record affecting said property.

IN TESTIMONY WHEREOF, GRANTOR has hereunto affixed signature(s), this the day and year first above written.

Jacqueline H. Hopkins
Jacqueline H. Hopkins

Jerome D. Hopkins
Jerome D. Hopkins

Marguerite H. Lynch by

Jacqueline H. Hopkins, P.O.A.
Marguerite H. Lynch, by and through her Attorney-in-Fact, Jacqueline H. Hopkins

Kenneth P. Lynch, Jr. by

Jacqueline H. Hopkins, P.O.A.
Kenneth P. Lynch, Jr., by and through his Attorney-in-Fact, Jacqueline H. Hopkins

STATE OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me on this 13th day of March, 1996, by Jacqueline H. Hopkins and Jerome D. Hopkins, his wife and Marguerite H. Lynch and Kenneth P. Lynch, Jr., her husband (by and through their Attorney-in-Fact, Jacqueline H. Hopkins).

James E. Munson, Jr.
NOTARY PUBLIC, STATE AT LARGE
MY COM. EXP. 10/9/99

CONSIDERATION CERTIFICATE

We, the undersigned, hereby certify that the consideration reflected in this deed is the full consideration paid for the property.

Jacqueline H. Hopkins
Jacqueline H. Hopkins

Jerome D. Hopkins
Jerome D. Hopkins

Marguerite H. Lynch by
Jacqueline H. Hopkins POA
Marguerite H. Lynch, by and through her
Attorney-in-Fact, Jacqueline H. Hopkins

Kenneth P. Lynch, Jr. by
Jacqueline H. Hopkins POA
Kenneth P. Lynch, Jr., by and through his
Attorney-in-Fact, Jacqueline H. Hopkins

Lexington Children's Theatre, Inc., a
Kentucky Non-Profit Corporation

By: Kimberly K. Knight
Kimberly K. Knight, President

By: Frederic L. Dupree, III
Frederic L. Dupree, III, Treasurer

STATE OF KENTUCKY
COUNTY OF FAYETTE

The foregoing CONSIDERATION CERTIFICATE was subscribed and sworn to before me by Jacqueline H. Hopkins and Jerome D. Hopkins, her husband and Marguerite H. Lynch and Kenneth P. Lynch, Jr., her husband (by and through their Attorney-in-Fact, Jacqueline H. Hopkins), GRANTOR and Kimberly K. Knight, President and Frederic L. Dupree, III, Treasurer of Lexington Children's Theatre, Inc., a Kentucky Non-Profit Corporation, GRANTEE, on behalf of said corporation, this March 13, 1996.

James E. Munson, Jr.
NOTARY PUBLIC, STATE AT LARGE
MY COM. EXP. 10/9/99