

Contents of Gratz Park Bid Proposal include:

1. Form of Proposal for Bid No. 141-2014 Pages P-2 through P-34
2. Addendum #1
3. Bid Bond Letter from LFUCG
4. Affidavit of Exemption from the KY Worker's Compensation Act (Notarized)
5. Letter of Interest and Qualifications for Gratz Park
6. Notations to Proposal including Bid Specifications and Scope of Work
7. Estimate of Cost from Prometheus Foundry, LLC
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PART III

Invitation to Bid No. 141-2014

GRATZ PARK SCULPTURE RESTORATION

1. **FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 9-5-2014

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by Prometheus Foundry, LLC dba Prometheus Art
P.O. Box 12023 Lexington, KY 40579
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as Prometheus Foundry, LLC dba Prometheus Art "a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for **Gratz Park Sculpture Restoration** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$_____ for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date September 2, 2014

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

2. **LEGAL STATUS OF BIDDER**

Bidder Prometheus Foundry, LLC dba Prometheus Art

Date September 4, 2014

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Amanda Matthews, bearing the official title of CEO/CFO, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

~~* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)~~

~~* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)~~

*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. **BIDDERS AFFIDAVIT**

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

1. His/her name is Amanda Matthews and he/she is the individual submitting the bid or is the authorized representative of Prometheus Foundry, LLC, the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
7. Bidder 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.

Amanda Matthews
(Affiant)

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Amanda Matthews on this the 4 day of September, 2014.

My Commission expires: May 6, 2015

Amy Huggins
NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
1.	BASE BID 1 – Removal, transport, repair, restoration, transport and re-installation of historic sculpture and dedication plaque in accordance with the Contract Documents for: <u>\$ 57,040.</u> Dollars <u>0</u> Cents	1	LS	\$ <u>57,040.⁰⁰</u>

TOTAL OF ALL BID PRICES FOR 141-2014 Project (Items 1) in words and figures. In case of discrepancy, the amount shown in words will govern.

Fifty Seven Thousand Forty Dollars and ⁰⁰/₁₀₀
zero cents (\$ 57,040.⁰⁰)

Submitted by:

Prometheus Foundry, LLC dba Prometheus Art

Firm

P.O. Box 12023

Address

Lexington, KY 40579

City, State & Zip

**Bid must be signed:
(original signature)**

Amanda Matthews CEO/CFO

Signature of Authorized Company Representative - Title

Amanda Matthews

Representative's Name (Typed or Printed)

502-592-3774

Area Code - Phone - Extension

N/A

Fax #

prometheus art foundry@gmail.com

E-Mail Address

OFFICIAL ADDRESS:

Prometheus Foundry, LLC

7130 Russell Cave Rd.

Lexington, KY 40511

(Seal if Bid is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

5. STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

- 1. Name of Bidder: Prometheus Foundry, LLC dba Prometheus Ant
- 2. Permanent Place of Business: 7130 Russell Cave Rd Lexington, Ky 40511
- 3. When Organized: April 2005
- 4. Where Incorporated: Kentucky
- 5. Construction Plant and Equipment Available for this Project:
Foundry and Metal Fabrication Shop (Location listed above)
(Please see attached sheet).

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

(See attached LFUCG Bond Letter) (Surety)

Signed: _____ (Representative of Surety)

8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

Prometheus Foundry & Equipment Assets available fro Gratz Park Sculpture Restoration

14,000 sq ft. Foundry Building and Studios located at 7130 Russell Cave Lexington, KY:
Bronze furnace-
14', 1 ton jib crane-
10' 2 ton gantry crane-
10' Bridge Crane ½ ton-
2 ton electric chain hoist-
3 ton chain fall hoist-
1 ton chain fall hoist-
2004 Kubota w/Loader (Model L2800 Loader LA463)-
1970 Allis Chalmers Forkift (FTP20-24PS)-
(2) sets Lifting tongs-
(2) Pouring shanks-
(3) Charging tongs-
(3) #90 crucibles-
(3) #70 crucibles-
Burnout kiln-
(2) Burner-
Oxy-acetylene set-
Propane regulator-
3 argon/mixed gas regulators-
Millermatic 35 MIG welder-
Miller 250 TIG welder-
Lincoln 200 stick welder-
Propane gas canisters
(2) 8" bench grinder-
12" chop saw-
Steel fabrication table-
2 Ingersoll-Rand 60 ga. Air compressors-
DeWalt 4 ½" angle grinder-
Metabo straight shaft grinder-
Dremels-
Cement mixer-
Ceramic shell mixer motor-
Core dryer-
Miscellaneous hand tools-
(2) Finish Nailers-
Miter Saw-
Framing Nailer-
Table Saw Ulmia-
Planer-
Joiner-
Wax Room Tools-
Extra Large Hand Built Welding Table -
(2) Burners for Preheat Kilns-
Tooling for Furnace-
(Lifting Tongs, Pouring Shanks, Lifting Bale, Skimmers, Charging Tongs, Pyrometers)
Many Personal Hand Tools-
Custom Made Extra Large Slurry Mixing Tank with 3 h.p. Baldor Motor-

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Caddell Construction	Ft. Stewart Base	\$10,000. ⁰⁰
Graves & Graves Cons.	Linden, TN City	\$14,700. ⁰⁰
Marcor Const.	City of Linden, TN	\$17,740. ⁰⁰
LFUCG - Flying Horse of Lexington, KY	Lexington, KY	\$35,000. ⁰⁰
Keeneridge ^{Gransu Farm} Ann McBrayer	Keeneridge	\$54,000. ⁰⁰

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Van Meter Portrait	KY History Museum	50,000. ⁰⁰
Jim Beam Portrait	Jim Beam Distillery	38,000. ⁰⁰
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Amanda Matthews	CEO/CFO	5 years
Robert (Brad) Connell	COO	9 years
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u> *	<u>DBE</u>	<u>% of WORK</u>
Prometheus	All Projects	✓	100%
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

* No Subcontractors on other projects.

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of Work</u>
1. <u>Prometheus Foundry, LLC</u>	Name: <u>Amanda Matthews</u> Address: <u>P.O. Box 12023</u> <u>Lex. KY 40579</u>	<u>Yes</u>	<u>82%</u>
2. <u>Duncan Machinery Movers, Inc.</u>	Name: <u>Jim Humes</u> Address: <u>Duncan Machinery Dr.</u> <u>Lexington KY</u>	<u>No</u>	<u>18%</u>
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)



LFUCG MWDBE PARTICIPATION FORM

Bid/ RFP/ Quote Reference # 141-2014

The MWDBE subcontractors listed have agreed to participate on this Bid/ RFP/ Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Prometheus Foundry, LLC	All except rigging & transport	\$ 46,920.00	82%
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/ RFP/ Quote. Any misrepresentation may result in the termination of the contract and/ or be subject to applicable Federal and State laws concerning false statements and false claims.

Prometheus Foundry, LLC

Company

[Signature]

Company Representative

9-4-2014

Date

CEO/CFO

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/ RFP/ Quote Reference # 141-2014

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/ RFP/ Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/ or be subject to applicable Federal and State laws concerning false statements and false claims.

Prometheus Foundry, LLC
Company

[Signature]
Company Representative

9-4-2014
Date

CEO / CFO
Title



MWDBE QUOTE SUMMARY FORM

Bid/ RFP/ Quote Reference # 141-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name <u>Prometheus Foundry, LLC</u>	Contact Person <u>Amanda Mathews</u>
Address/ Phone/ Email <u>PO Box 12023 Lexington, KY 40579 ph 502-592-3774</u>	Bid Package / Bid Date <u>Foundry Costs 9-4-2014</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
<u>Prometheus</u>	<u>Mathews</u>						

(MBE designation / AA=African American / HA= Hispanic American/ AS = Asian American/ Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/ or be subject to applicable Federal and State laws concerning false statements and claims.

Prometheus Foundry, LLC
Company

A. Mathews
Company Representative

9-4-2014
Date

CEO/CFO
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/ or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/ RFP/ Quote # 141-2019

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/ or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/ RFP/ Quote # 141-2014

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/ or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/ or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/ or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation. *We are Certified MWBE and DBE,*

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/ or be subject to applicable Federal and State laws concerning false statements and claims.

Prometheus Foundry, LLC
 Company
9-9-2014
 Date

[Signature]
 Company Representative
CEO/ CFO
 Title

8. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky . Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Jim Humes, Duncan

POSITION/TITLE: Salesman, 11 years

STATEMENT OF EXPERIENCE: Has worked w/ Duncan Machinery Movers, Inc for 11 years, specializing in rigging and moving all types of specialty items.

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

10. EQUAL OPPORTUNITY AGREEMENT

The Law

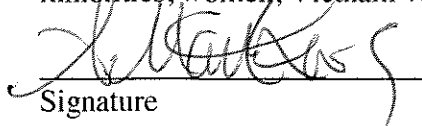
- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * 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.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. 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 knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor 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.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.


Signature

Prometheus Foundry, LLC
Name of Business

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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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 contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination 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 Act further provides:

KRS 45.610. Hiring minorities – Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor – Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Prometheus Foundry, LLC

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

12. WORKFORCE ANALYSIS FORM

Name of Organization: Prometheus Foundry, LLC

Date: 9-4-2014

Categories	Total	White		Black		Other	
		M	F	M	F	M	F
Administrators							
Professionals	2	✓	✓				
Superintendents							
Supervisors							
Foremen							
Technicians							
Protective Service							
Para-Professionals							
Office/Clerical							
Skilled Craft							
Service/Maintenance							
Total:							

Prepared By: A. Matthews

13. EVIDENCE OF INSURABILITY

LEXINGTON-PAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Promethews Foundry, LLC dba Promethews Art Employee ID: 20-2584466
 Address: 1130 Russell Care Rd. Lexington KY 40511 Phone: 502.592.3774 or
859.948.5958
 Project to be insured: Gratz Park Sculpture Restoration Bid No 141-2014

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$2,000,000 per occ. \$4,000,000 agg	STATE FARM FIRE AND CASUALTY CO	002 477	A+
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000 per occ.	\$			
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/ endorsement as noted	\$			

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage: JAMES A. MATTHEWS JAMES A. MATTHEWS
JAMES A. MATTHEWS
JAMES A. MATTHEWS

Street Address: 10250 Hwy 44E
 City: LEXINGTON KY State: IN Zip: 40505

Authorized Signature: [Signature]
 Title: OWNER/AGENT
 Date: 9-4-14

Telephone Number: 502-538-4246

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.

* Mailing Address: P.O. Box 12023 Lexington KY 40579

14. DEBARRED FIRMS

PROJECT NAME: Gratz Park Sculpture Restoration

BID NUMBER: 141-2014

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of Prometheus Foundry, LLC has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Prometheus Foundry, LLC dba Prometheus Art
Name of Firm Submitting Bid


Signature of Authorized Official

CEO/CFO
Title

September 4, 2014
Date

15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

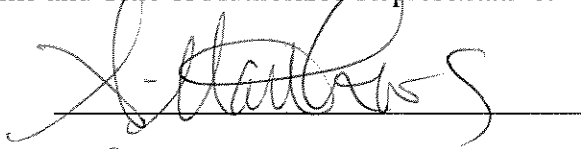
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: Prometheus Foundry, LLC dba Prometheus Art

Project: Gratz Park Sculpture Restoration

Printed Name and Title of Authorized Representative: Amanda Matthews, CEO/CFO

Signature: 

Date: 9-4-2017

END OF SECTION

15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: Duncan Machinery
Project: Sculpture at Gratz Park
Printed Name and Title of Authorized Representative: JIM Humes
Signature: Jim Humes
Date: 9-5-14

END OF SECTION



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O' Mara
Commissioner

September 3, 2014

Prometheus Foundry, LLC
Amanda Matthews, CEO & CFO
PO Box 12023
Lexington KY 40579

Re: DBE Bonding Letter

Ms. Matthews,

This letter is provided, in accordance with the Lexington-Fayette Urban County Government DBE Bonding Program, to serve as Bid Security for the following project:

Invitation to Bid #141-2014 Gratz Park Sculpture Restoration

The firm, Prometheus Foundry, LLC, has been determined to be a bona fide Disadvantaged Business Enterprise, and, as such, is entitled to submit this Letter of Certification as Bid Security for the project listed above.

Sincerely,

Todd Slatin
Purchasing Director

AFFIDAVIT OF EXEMPTION FROM THE
KENTUCKY WORKERS' COMPENSATION ACT
(Corporation or Partnership)

Applicant, pursuant to KRS 342. 610 (5), hereby declares exemption from the requirement to obtain workers' compensation insurance coverage as set forth in KRS 342.340.

Affiant states that the form of Business is:

0% Individual Proprietorship

0% Corporation

100% LLC Partnership - the names of the partners are Amanda Matthews and Robert B. Connell.

In support of this claim to exemption, Applicant states that the following facts are true and correct:

The Partnership has no employees, only 2 Partners who are Owner/Operators. Listed above

Business Name Prometheus Foundry, LLC dba Prometheus Art

Business address P.O. Box 12023 Lexington, Kentucky 40579

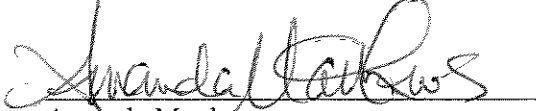
Phone No. 859-255-0782

Nature of Business Design and Build Firm for Fine Art Casting, Metal Fabrication, and Sculpture Restoration

FEIN or SSN 20-2584466 Average No. of Employees 0

AFFIDAVIT OF EXEMPTION FROM THE
KENTUCKY WORKERS' COMPENSATION ACT
(Corporation or Partnership)

The foregoing is true and correct as I verily believe and swear:

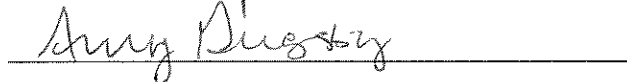


Amanda Matthews
CEO/CFO
Owner/Partner/Signer

State of Kentucky Labor Cabinet
County of Fayette

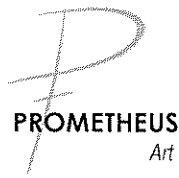
The foregoing Affidavit of Exemption was acknowledged and sworn to before me
by Amanda Matthews of (Corporation/Partnership) Prometheus Foundry, LLC on
behalf of the, (Corporation/Partnership) Prometheus Foundry, LLC this 4th day of

September, 2014.



NOTARY PUBLIC
KENTUCKY STATE AT LARGE

MY COMMISSION EXPIRES May 6, 2015.



August 31, 2014

Lexington Fayette Urban County Government
Division of Central Purchasing
200 E. Main St.
Lexington, KY 40507

To Whom it May Concern:

We are pleased to submit our bid for the Gratz Park Sculpture Restoration in Lexington, Kentucky, Bid No. 141-2014.

Our Company, Prometheus Foundry, LLC, is a Partnership LLC owned by Partners, Amanda Matthews and Brad Connell. We are certified (MWBE) Minority/Women Owned Business Enterprise and certified (DBE) Disadvantaged Business Enterprise. We are a design and build firm with nearly 40 years of combined professional experience. We provide the following professional services for Site-Specific Metal Sculpture, Monuments, and Architectural Work including Historic Reproductions and Restoration:

- *Site-Specific Design & Build
- *Comprehensive Collaboration with Design Teams
- *Architectural Designs and Drawings (CAD)
- *Commercial Insurance meeting US Federal Govt. Requirements
 - ~ Casting (Bronze and Aluminum)
 - ~ Metal Fabrication (Bronze, Aluminum, Stainless & Carbon Steel)
 - ~ Transportation and Installation
 - ~ Restoration and Cleaning

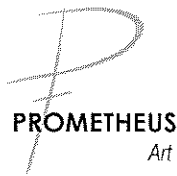
Our Clients include: Universities, Municipalities, Corporations, Architects, Engineers, and the US Federal Government including the US Dept. of Defense, US Army, & US Navy (Commercial & Government Entity #6DW69 info listed below). We have worked with budgets from a few thousand dollars to hundreds of thousand of dollars, including sculpture/architectural elements for multi-million dollar projects, for both the government and privately funded groups.

A partial list of our clients includes:

- US Federal Government – Clark Caddell Construction Joint Venture
- City of Linden, TN – Graves and Graves Construction and Marcor Construction
- Lexington Philharmonic Guild
- Fox Hill Company -
- City of Lexington, KY (Flying Horse of Ganzu in 2008)
- Georgetown College
- Pleasant Retreat Farm
- Good Shepherd Cathedral
- St. Paul Catholic Church – Pearson and Peters, Architects
- Keeneridge Farm
- Kentucky Horse Park
- Jefferson Animal Hospitals
- City of Mainz, Germany – Sister Cities of Louisville
- Louisville Zoo, City of Louisville
- Techne Engineering

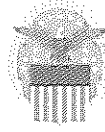
PO Box 12023
7130 Russell Cave Road
Lexington, KY 40579-2023

c – 502.592.3774
c – 859.948.5958
www.prometheusart.com



Prometheus Foundry, LLC Industry and Classification Codes include:

- Commercial & Government Entity (CAGE) # 6DW69
- (Please visit www.sam.gov website for US Federal Government Central Contractor Registration Data.)



- North American Industry Classification System (NAICS) # 332999



- Woman Owned Business Certified



- Amanda Matthews & Brad Connell



U.S. General Services Administration

Art in Architecture National Artist Registry, U.S. General Services Administration

- Disadvantaged Business Enterprise



- Dun & Bradstreet (DUNS) # 025127016



- Standard Occupational Code (SOC) # 27-1013 Fine Artist Painters and Sculptors

- In recognition of artistic excellence, Amanda Matthews and Brad Connell (Prometheus Art) have been selected to participate in the Architectural Artists Directory, a program of the Kentucky Arts Council, the state arts agency, which is supported by state tax dollars and federal funding from the National Endowment for the Arts.



Thank you for the opportunity to prepare a proposal for this wonderful project. Please contact us any time at 502-592-3774 or 859.948.5958 with any questions or concerns.

Sincerely,

Amanda Matthews

Brad Connell



Gratz Park Sculpture Restoration Bid No. 141-2014
LFUCG - Department of Parks and Recreation

Notations to Original Proposal, Bid Specifications and Scope of Work

Sculpture Restoration Summary:

Prometheus Foundry, LLC plans to subcontract Duncan Machinery, Inc. (see bid) to assist us with detaching sculpture from base as a single unit, crating on site, rigging and transporting to our studio location where all necessary repairs and cleaning will be completed. Duncan will also return sculpture from our studio to the Gratz Park location and re-install on site.

Prometheus Foundry & Studio location:
7130 Russell Cave Rd.
Lexington, KY 40511

Scope of Work:

Our scope of work includes all items listed on Duncan Machinery, Inc. bid (see bid) and on the Prometheus Foundry, LLC estimate.

Prometheus Foundry is not responsible for detaching or reconnecting plumbing or electrical connections at the fountain site. However, Prometheus will assist with utilities location and identification, if necessary, and consult with LFUCG Parks and Rec for all utilities needs related to the bronze sculpture.

Due to the age of the fountain, the condition of the grout, and the unknowns involved in the fountain's construction and installation, Prometheus Foundry will not be held liable for any structural failures in the granite plinth or boulders caused by the fountain being lifted. The age of the granite plinth, veining inherent in granite, and thermal expansion and contraction may have caused separation cracks or fractures that will not be apparent until the plinth is disturbed or moved. Therefore, if a replacement granite plinth or boulder is necessary due to these conditions, the cost will be negotiated, agreed upon and added to the estimate as a change order.

Prometheus Foundry will take every precaution and assist Duncan to protect the brick/concrete paths and turf in Gratz Park with steel plates and crane mats prior to entering park area. However, Prometheus shall not be held responsible for damage to turf and walking paths as the original plan for removal of the fountain called for the truck and crane maintaining their position on the paved roadway, which is not possible due to overhead electrical wires.

Prometheus foundry recognizes that this is a historic sculpture and site. As such, all reasonable precautions will be taken to insure the site and sculpture are disturbed as little as possible during disconnect, removal, rigging, transporting, and restoration.

Once the James Lane Allen Fountain Sculpture has been moved to Prometheus Foundry, all services will be performed based on approved EPA Guidelines for lead content using special materials due to the bronze alloy of 85% copper, 5% lead, 5% tin, and 5% Zinc.

Regulatory Requirements:

Amanda Matthews, owner/partner of Prometheus Foundry, consulted with Mr. Brian Short, Department of Public Health, Program Administrator for Environmental Lead Program, regarding specifications for welding, grinding, and disturbing lead based alloys. Mr. Brian Short may be reached at ph# 270-210-2274 for further information. All notes from the conversation are included in the Prometheus Foundry file titled Restoration of The James Lane Allen Fountain and are available to the LFUCG Division of Parks and Recreation and or the chosen GC upon request at any time after the bid has been awarded.

The notes include guidelines regarding preparation of acceptable "Clean Room" containment field during welding, repairs, and sandblasting, OSHA approved lead vapor respirators, Tyvek suits and other OSHA approved items for lead containing materials, and guidelines for "Clean Room" dismantle and sterilization. A further recommendation was made to contact a waste management expert for approved disposal of special waste.

Ms. Matthews contacted three landfill providers within the state of Kentucky and also contacted the Lexington, Kentucky landfill and transfer station regarding hazardous material and special waste disposal. Byron Bradshaw, Landfill Manager for Central Kentucky Landfill, Ph# 859-333-1580, advised that they are an approved Sub Title D Landfill. With completed and approved Special Waste Profile and Manifest paperwork, they will be able to dispose of the special waste accumulated during the repair of this fountain in compliance with governing EPA regulations.

Products and Repair Materials:

All materials listed in the Section 10760 Document titled Sculpture Restoration are agreeable as identical or an equivalent except the following:

- 2.3 Prometheus plans to use 80 grit Garnet Sand for blasting rather than pulverized walnut shells. Walnut shells tend to leave an oily residue, which impedes the application of many patinas. Please follow this link:
http://www.universalmaterials.com/WE_CMS/documents/pdfs/sharpjet_blastingguidelines.pdf for additional information regarding the safety and efficacy of garnet sand. Please also note that on page 3, the 80 grit garnet sand is classified for use on "sensitive substrates", and causes minimal dust while blasting. Prometheus agrees to test an inconspicuous area and if it is determined that the garnet is too abrasive, Prometheus will consider a soda blast alternative at that time.
- 2.5 Microcrystalline Wax, especially Victory Brown, is commonly used in foundry applications for creation of the sculpted pattern or a copy of the pattern to be cast in bronze. However, it is classified as a soft wax rather than a finish wax. While it would penetrate and seal the surface of the bronze, it would tint the surface brown and break down much more quickly than a finish wax. We use a hard carnauba wax such as Trewax to finish the surface. This wax is applied after the bronze is heated with a gas torch so it fully penetrates and seals the surface.
- 3.5 Patina – All Verdigris Patinas are classified as "living patinas", meaning that they continue to change over time due to weathering. Even when freshly applied, the verdigris patina reacts with elements currently in its vicinity such as humidity and heat. Since this project calls for a sealed surface, a "living" patina is not possible. Therefore, Prometheus will provide up to 4 patina plates as an alternative to the "living" patina from which the Owner or LFUCG Dept. of Parks and Rec may choose.

Note: There are two options for TIG bronze welding rod including phosphorous bronze and silicon bronze. Prometheus believes that both will adhere and perform well.

Finally, all "Clean Room" materials, special materials handling, and clean up will follow EPA guidelines. Tri Sodium Phosphate will be used for final cleaning of work areas because it is approved and bonds with lead residue.

More specific MSDS information is available for materials and methods of work. We are happy to provide any further information upon request.



Prometheus Foundry, LLC

P.O. Box 12023
Lexington, KY 40579

Estimate

502.592.3774 or 859.948.5958 www.prometheusart.com

Date	Estimate #
9/3/2014	170

E-mail
prometheusartfoundry@gmail.com

Name / Address
LFUCG Division of Central Purchasing 200 East Main St. Lexington, KY 40507

			Project
Description	Qty	Rate	Total
Sculpture Crating, Pick Up and Delivery and Installation (See attached Bid & Certificate of Insurance from Duncan Machinery, Inc.)		0.00	0.00
Assist in Sculpture Pick up and Delivery at Site		1,600.00	1,600.00
Bronze Sculpture Removal from attached Boulders and Granite Plinth at Foundry location		2,880.00	2,880.00
Insurance Rider added to Commercial Policy for Gratz Park Sculpture @ \$150,000 coverage for property of others in our care, custody, and control		2,500.00	2,500.00
Storage of Sculpture/Materials for Client at Prometheus Foundry Site until reinstall		1,500.00	1,500.00
Specialized Labor HazMat Clean Room Setup 12 X 12 X 12 Welding and Chasing Area in Metal Shop (16 hours X 2 Men)	32	60.00	1,920.00
Materials Charge for approved Poly HazMat Clean Room Setup in Metal Shop		500.00	500.00
Specialized Labor HazMat Clean Room Setup 12 X 12 X 8 Sand Blast Room (8 hours X 2 Men)	16	60.00	960.00
		Subtotal	
		Sales Tax (6.0%)	
		Total	



Prometheus Foundry, LLC

P.O. Box 12023
Lexington, KY 40579

Estimate

502.592.3774 or 859.948.5958 www.prometheusart.com

Date	Estimate #
9/3/2014	170

E-mail
prometheusartfoundry@gmail.com

Name / Address
LFUCG Division of Central Purchasing 200 East Main St. Lexington, KY 40507

			Project
Description	Qty	Rate	Total
Materials Charge for approved HazMat Clean Room Setup in Sand Blast Room		300.00	300.00
Welding of parts, cracks, pits, repairs, and fitting of sculpture for assembling (1 man)	20	90.00	1,800.00
Metal Chasing --- Grinding and chasing of welds, repairs, etc.		2,700.00	2,700.00
Metal Fabrication (16 Hours X 2 men)		2,400.00	2,400.00
Sand Blasting with 80 grit Garnet Sand (see notations to proposal document attached)	20	50.00	1,000.00
Patina Preparation and Application of Patina	24	75.00	1,800.00
Patina Heat treated carnuba wax finish sealer	6	75.00	450.00
Patina Sample/Test Plates of various patina finishes prepared on Silicon Bronze (rather than lead/bronze alloy of Bronze currently used in Fountain)	4	75.00	300.00
Consumable Shop materials including welding supplies, grinding wheels, sanding burs, etc that must be disposed of after use on lead alloy		500.00	500.00
		Subtotal	
		Sales Tax (6.0%)	
		Total	



Prometheus Foundry, LLC

P.O. Box 12023
Lexington, KY 40579

Estimate

502.592.3774 or 859.948.5958 www.prometheusart.com

Date	Estimate #
9/3/2014	170

E-mail
prometheusartfoundry@gmail.com

Name / Address
LFUCG Division of Central Purchasing 200 East Main St. Lexington, KY 40507

			Project
Description	Qty	Rate	Total
Prepare and Install Mounting Hardware/ Prepare Templates for Installation at Site Includes mounting bronze figures to boulders, boulders to granite, and granite to concrete base		1,500.00	1,500.00
Bronze Dedication Plaque - removal, repair, restore, sand blast, patina, and seal (either heat treated sealer or warm sealer if still attached to granite)		1,800.00	1,800.00
Sculpture, boulders, and granite re-installation at site (assist Trademark Industrial with install including epoxy grout and boulder re-grout on site)		1,920.00	1,920.00
Repair restoration of boulders and granite with TSP (to remove any lead residue) and very mild water blast, chisel old grout and clean (no surface or crack repairs included in this estimate. If granite breaks due to stress fractures that developed over time, a change order will be requested for a new granite plinth.)		750.00	750.00
Specialized Labor HazMat Clean Room Dismantle and Sterilize 3 Times with Trisodium Phosphate 12 X 12 X 12 Welding and Chasing Area in Metal Shop	32	120.00	3,840.00
		Subtotal	
		Sales Tax (6.0%)	
		Total	



Prometheus Foundry, LLC

P.O. Box 12023
Lexington, KY 40579

Estimate

502.592.3774 or 859.948.5958 www.prometheusart.com

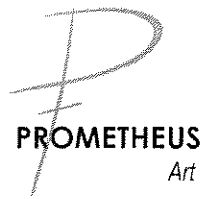
Date	Estimate #
9/3/2014	170

E-mail
prometheusartfoundry@gmail.com

Name / Address
LFUCG Division of Central Purchasing 200 East Main St. Lexington, KY 40507

			Project
Description	Qty	Rate	Total
Specialized Labor HazMat Clean Room Dismantle and Sterilize 3 Times with Trisodium Phosphate 12 X 12 X 12 Sand Blast Room	18	120.00	2,160.00
Specialized Labor Hazmat Delivery and Disposal (70 Miles Drive including Travel Time, Disposal of Special Waste including Fees, and Preparation of Special Waste Paperwork for Subtitle D Approved Landfill)		2,000.00	2,000.00
OSHA Approved Hazmat Materials for Lead Vapors including Tyvek Suits, Masks, Foot Covers, Head Covers, Gloves, TSP for Cleanup, etc. (Times 3 People)	3	1,200.00	3,600.00
Specialized Labor, Consulting, Design & Professional Fees, Research, OSHA Requirements and Recommendations, and Management of Project, etc.	78	80.00	6,240.00
Subtotal			\$46,920.00
Sales Tax (6.0%)			\$0.00
Total			\$46,920.00

Prometheus Foundry, LLC dba Prometheus Art
Amanda Matthews & Brad Connell



REFERENCES

Jeremy Clements

Architect

Fox Hill Co., Inc.
147 E. 3rd St., Suite 250
Lexington, KY 40508
C: 859.749.6503

Josh R. Ives

Architect LEED APâ

PEARSON & PETERS ARCHITECTS PLC
201 Kentucky Avenue
Lexington, Kentucky 40502
P: 859.233.1213
F: 859.233.1215
W: www.pparch.com

G. Bryant Stowe, Jr. RLA ASLA

Project Manager, Landscape Architecture, Site Services

ADC Engineering
1226 Yeamans Hall Rd.
Hanahan, SC 29410

direct 843-735-5171
mobile 843-442-4137
bryants@adcengineering.com
ADCENGINEERING.COM

09/05/14

Quotation # 36236

Prometheus Farm & Foundry
Attn: Amanda Matthews
7130 Russell Cave Road

LEXINGTON, KY 40511

Dear ,

Thank you for allowing us the opportunity to work with you on this project. Duncan has been very fortunate to serve many satisfied customers and it is my wish that we may serve you. We propose to furnish all labor and equipment to complete the project referenced below according to the following scope of work.

The undersigned Duncan Machinery Movers, Inc. –Lexington, Kentucky, hereinafter called the contractor, submits this proposal to:

Prometheus Farm & Foundry - 7130 Russell Cave Road • LEXINGTON, KY 40511

Reference To: Sculpture At Gratz Park – 120 W. 2nd Street Lexington, Ky

Scope of Work:

- *The customer will be on site to assist while removing & re-installing the sculpture.*
- *If for any reason any part of the sculpture were to break, break apart etc while rigging it, transporting it, or moving it in any way from the destinations we would not be responsible, let it be noted there are already obvious cracking taking place with some of the stone. (This includes granite stone at bottom).*
- *All water, water line piping around bottom etc will have to be removed from the fountain prior to the project start.*
- *Sculpture needs to be free of lifting when attempting to do so.*
- *In the event of high winds or inclement weather, this entire crane job is subject to our discretion.*
- *Quote is based on standard eight-hour workdays.*
- *Assume we can drive fork trucks & small crane to the work area as needed, every precaution will be made not to disturb the grass, concrete, brick etc but if any damage were to occur during the removal or re-install of the sculpture we would not be responsible.*
- *Assume a lay-down and storage area will be provided within the work area, the customer is to place cones on 2nd street the night before in order to assure we have adequate room to park our equipment to load & offload.*
- *Work to be continuous and uninterrupted.*
- *If payments are not received on time we reserve the right to stop work with no penalties.*
- *All electrical, piping, concrete, duct, painting, grouting, fabrication, and sheet metal work will be handled by others.*
- *Any changes to this scope of work will be considered an extra and charged at T&M rates.*
- *All work performed on straight time, no weekend work or holiday.*

Contract Amount: \$ 10,120.00

Quote is valid for 30 days. Please read the scope of work carefully. If you have any questions or concerns, please feel free to call me. Thanks again for the time and consideration.

Sincerely,

JIM HUMES

Cell – 859-221-1900
Email: jim.humes@dmmlex.com

Enclosures: Term & Conditions included for your reference.

I have read and accept the terms and conditions attached to this quote and I understand that the acceptance of this proposal constitutes a binding contract.

Signature/Title: _____ Date: _____

If your company requires a Purchase Order for billing purposes, please forward one along with this signed quote prior to commencement of work.

Client#: 707338

DUNCAMAC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services, LLC/CL P.O. Box 141916 Coral Gables, FL 33114-1916 305 669-6000		CONTACT NAME: PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No): E-MAIL ADDRESS:															
INSURED Duncan Machinery Movers, Inc. 2004 Duncan Machinery Dr Lexington, KY 40504-1007		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Houston Specialty Insurance Co</td> <td>12936</td> </tr> <tr> <td>INSURER B: Great Midwest Insurance Company</td> <td>18694</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER D: Imperium Insurance Company</td> <td>35408</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Houston Specialty Insurance Co	12936	INSURER B: Great Midwest Insurance Company	18694	INSURER C: RSUI Indemnity Company	22314	INSURER D: Imperium Insurance Company	35408	INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Riggers Included GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC		CON88032101	10/20/2013	10/20/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$----- PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA0003689901	10/20/2013	10/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE		CON88032201	10/20/2013	10/20/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	DED RETENTION \$		NHA065351	10/20/2013	10/20/2014	5,000,000 \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	IERD0100104100	10/20/2013	04/20/2014	<input checked="" type="checkbox"/> IWC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	EQUIP ALL RISK INC BOOM COL OVER		CON88032001	10/20/2013	10/20/2014	PER SCHEDULE ON FILE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Account #CW1881923
 NiSource Corporate Services Company and its entities and/or respective Affiliates is noted as additional insured and granted a waiver of subrogation as respects to General Liability, Automobile Liability & Umbrella policies. Additional Insured status applies to the General Liability coverage on a Primary and Non-Contributory basis with respects to the sole negligence of the named insured, as required by written

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **141-2014**

Date: September 2, 2014

Subject: **Gratz Park Sculpture Restoration**

Address inquiries to:
Kristie Thomas, Buyer
(859) 258-3329

TO ALL PROSPECTIVE BIDDERS:

- 1) Pre-bid meeting sign-in sheet attached.
- 2) **Sculpture Renovation:** A finish will be applied to the sculpture to seal the patina, and prevent the exposure of the bronze metal surface to water and weather. The finish shall be a hot applied carnauba wax, applied in small sections, be allowed to dry and harden according to proper craftsmanship and technique to seal the patina. The intention is to provide the highest quality sealed surface with a routine maintenance regiment that can be managed by the LFUCG Parks Department.
- 3) **Sculpture Renovation:** Contractor to provide patina sample sheets of similar materials, treated with specified materials illustrating potential finishes for the renovated sculpture.
- 4) **Plaque:** The bronze James Lane Allen plaque is to be refinished as the sculpture. Plaque may be difficult to remove from stone base without damage. Plaque and stone base may need to be moved together to the shop for refinishing.
- 5) **Time for Completion:** The contract time is listed as 120 days. Considering the time of year and exterior work in the project, weather related construction delays are possible. Public events are scheduled for May of 2015. The project schedule should provide for sod to be in place and established by that date and the fountain renovation complete.
- 6) **Sculpture Cleaning:** The sculpture cleaning methods are noted in the specifications. The contractor can propose alternates to the specified method based on the artist's preferred materials which will be considered as part of shop drawing submittals.
- 7) **Sculpture Rehabilitation:** Specification section, SECTION 10760 – SCULPTURE RESTORATION 2.2, change “non-ironic detergent” to “non-ionic detergent.”

- 8) **Sculpture Finish:** The sculpture finish methods are noted in the specifications. The contractor can propose alternates to the specified method based on the artist's preferred materials which will be considered as part of shop drawing submittals. Carnauba wax is an acceptable material to be used as part of the finish process.

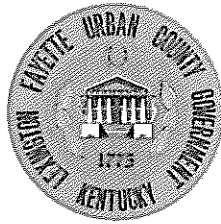
Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O' Mara
Commissioner

September 3, 2014

Prometheus Foundry, LLC
Amanda Matthews, CEO & CFO
PO Box 12023
Lexington KY 40579

Re: DBE Bonding Letter

Ms. Matthews,

This letter is provided, in accordance with the Lexington-Fayette Urban County Government DBE Bonding Program, to serve as Bid Security for the following project:

Invitation to Bid #141-2014 Gratz Park Sculpture Restoration

The firm, Prometheus Foundry, LLC, has been determined to be a bona fide Disadvantaged Business Enterprise, and, as such, is entitled to submit this Letter of Certification as Bid Security for the project listed above.

Sincerely,

Todd Slatin
Purchasing Director