

ADDENDUM NO. 4

Union Village Pool, Landscape, Bathhouse and Pavilion Project Re-Bid

DATE: November 21, 2025

TO: PROSPECTIVE BIDDERS

This addendum forms a part of the contract documents and specifications and modifies the original contract documents.

This is to certify that you are in receipt of the addendum. Please sign and return by fax or email (513.779.7852) to the attention of Jennifer Hubert (Jennifer.hubert@kleingers.com).

Name	Company	Date
_____	_____	_____

The following is a list of clarifications reflected in Addendum 4:

The Bid Opening remains 3:00 pm on December 5, 2025.
The updated Bid Form is attached.

Clarifications requested:

1. I just received my lighting fixture quote back from my supplier and they are saying that Fixture C is no longer available, can you see if we can get an alternative from the architect on this fixture? ANSWERED: The specified fixture is still available at Lamps Plus, but an alternate would be the Hinkley Porter 19" high LED outdoor hanging light. I would then also replace fixture D with the coordinating wall lantern – Hinkley Porter 18 ½" high black LED Outdoor Wall Light.

This addendum is 8 pages and includes the updated bid form as an attachment.

BID FORM FOR

Union Village Pool, Landscape, Bathhouse and Pavilion

For the
Union Village Development Company

3855 Lower Market Street, Suite 100

Lebanon, Ohio 45036

Revised November 21, 2025

CONTRACT: _____

SUBMITTED BY: _____
(CONTRACTOR)

SUBMITTED NO LATER THAN

3:00 pm
December 5, 2025

BIDS TO BE SUBMITTED TO:

Troy Messer
6219 Centre Park Drive
West Chester, OH 45069
Phone: (513) 779-7851

PREPARED BY:

The Kleingers Group

6219 Centre Park Drive
West Chester, OH 45069
(513) 779-7851

ARTICLE 1 – BID RECIPIENT

1.01 *This Bid is submitted to:*

Troy Messer
6219 Centre Park Drive
West Chester, OH 45069
Phone: (513) 779-7851

1.02 *The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.*

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 *Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.*

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 *In submitting this Bid, Bidder represents that:*

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer/Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer/Architect is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - a. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 1.01 Bidder will complete the Work in accordance with the Contract Documents for all items listed on the Bid Form filled out according to the following instructions

ITEM 1 – Union Village Pool, Landscape, Bathhouse and Pavilion

Provide all work associated with the construction of the Pool, Pavilion Landscape per the Architectural and site Drawing 011000 Summary of Work.

Landscape & Fencing \$ _____

Plus Pool & Decking \$ _____

Plus Bathhouse and Pavilion \$ _____

TOTAL for the **Lump Sum** of \$ _____, (written out fully below)
_____ Dollars

- 1.02 **Alternates** [Deduct unless otherwise noted on bid form by contractor.]

A. **Alternate 1** Owens Corning Oakridge Driftwood Architectural Roof Shingle vs Standing Seam:

Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars

B. **Alternate 2** Eliminate sink, cabinet, and associated plumbing for sink in pavilion:

Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars

C. **Alternate 3** Reduce Landscape plant quantity by 20% per plant or bush type.. Specify deduct per 20%.. Reduction excludes trees, lawn seed/sod and mulch. Lump

Sum Deduct \$ _____, (written out fully below)
_____ Dollars

D. **Alternate 4** Replace Reflective Ceiling in the Pavilion and Baths on Sheet 3.01 Architectural Drawings with smooth 4 X 12 Hardie Panels. Seams to be covered with 1 X 2 Hardie Battens in an even pattern.

Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars

E. **Alternate 5** Remove cost for Pergola on Sheet 2.03 of the Architectural drawings.

Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars

- F. **Alternate 6** Remove Gas lines and for future use in the Fireplace on sheet p1.01 Plumbing and Domestic Water Plan. Functional gas line will remain and installed per plan for the Pool Equipment Room use.
Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars
- G. **Alternate 7** Remove fireplace and replace opening with shutter in same color/style as other shutters; new shutter sized to fit opening. Note F4 and F5 will denote the size. All masonry removed and 7'0" shutter will be inserted similar to Section (1/6/02)
Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars
- H. **Alternate 8** Replace Solid Surface countertops in Pavilion with smooth painted wood. Lump
Sum Deduct \$ _____, (written out fully
below) _____ Dollar

BID FORM INSTRUCTIONS

All blanks shall be filled in for all official Bids. All prices shall be filled in as US dollars. The column "Price" shall be the product of the "Unit Price" and the Quantity. The Unit Price shall govern in the case of error.

Lump Sum will include the total of all three categories and will be the price basis for which the bid is awarded.

All prices shall include the cost of materials and labor to perform work for the specified it. The Owner will not pay the Contractor for any increased expense, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the contractor.

Owner may accept any or all alternate deductions in determining final bid price.

ARTICLE 6 – TIME OF START AND COMPLETION

- 6.01 Bidder agrees that work on site cannot commence until December 15, 2025 when the current contractor for Union Village Roadway Extension project will have the location for the Union Village Pool, Landscape, Bathhouse and Pavilion project pad ready.
- 6.02 Bidder agrees that the Work will be substantially complete on or before 165 calendar days from the Notice to Proceed. Substantial Completion is defined as 100% completion of the pool and decking scope; 100% completion of the bathhouse and pavilion scope; and 100% completion of the final fencing and all plantings and seed/sod should be planted/placed. The punch list should be completed with the goal of making the complex ready for the public by the 2026 Memorial Day weekend.
- 6.03 Final Completion is defined as the above Substantial Completion with the addition of all landscaping reviewed for planting viability and the establishment of turf grasses. These completion deadlines do not supersede the maintenance service specifications outlined in the Landscape Specifications, which will still be adhered to. Final Completion will be **by June 30, 2026**.

ARTICLE 7 – DEFINED TERMS

- 7.01 *The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the Modified General Conditions.*

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed

name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____
