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1308 Highway 258 North  
Kinston, NC 28504

Phone: (252) 549-4398  
Bolton-Menk.com

## **Addendum Number 1**

Modification for Muddy Creek Watershed Structure No. 16  
Construction Phase Bid

July 17, 2025

**Contractors shall acknowledge receipt of this addendum in their bid submittal package.**

Included within this addendum is the following information:

1. Pre-bid attendance list and meeting notes
2. Additional notes and clarifications
3. Attachments:
  - a. Attachment 1 – Construction Specification 409 – Geocell Structures
  - b. Attachment 2 – Request Form for Electronic Files
  - c. Attachment 3 – Revised Proposed Overall Improvements (Sheet 10 of 16)
  - d. Attachment 4 – Project Files

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### 1. Pre-Bid Meeting

#### a. Attendance list:

NAME	COMPANY
Andrea Webb	McDowell County
Michael Godfrey	McDowell County
Stephen Banner	McDowell County
Jonathan Hinkle	Bolton & Menk
Mike Suttles	Suttles Grading
Dan Womack	Morgan Corp.

#### b. Meeting notes:

- i. McDowell County is seeking a contractor for modification of Muddy Creek Watershed Structure No. 16. Modification includes the removal of existing trash rack and broken slide gate, fabrication and installation of designed trash rack, fabrication and installation of two ladders, and installation of boulder cascade upstream of the structure inlet.
- ii. All questions should be submitted in writing (electronically) to McDowell County care of Andrea Webb at [andrea.webb@mcdowellgov.com](mailto:andrea.webb@mcdowellgov.com).
- iii. McDowell County stresses the remoteness of this site and wants to ensure that the contractor has an effective safety plan in place prior to the start of construction. The County provides the following address for emergencies: 249 Lo Dr. This address

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should be given to emergency personnel (911 operators, first responders, etc.) in the case of emergency. The contractor should coordinate with the local fire department in the preparation of the safety plan.

**2. Additional Notes and Clarifications**

- a. The following are revisions to the Contract Documents (struck though text is to be removed and red text to be added):
  - i. EJCDC C-111, Advertisement for Bids for Construction Contract Page 1 of 1, the following paragraph under General Notice:
    - (1) Bids for the construction of the Project will be received at the McDowell County Purchasing Office located at 69 N. Main Street, Marion, North Carolina 28752, until ~~Friday~~ **Tuesday**, July 29<sup>th</sup> at ~~5:00~~ **2:00** PM EST local time.
  - ii. EJCDC C-111, Advertisement for Bids for Construction Contract Page 1 of 1, the following paragraph is to be added under Obtaining the Bidding Documents:
    - (1) **Bidding Documents will be available at the following link: [Modification for Muddy Creek Watershed Structure No. 16 FOR CONTRACTORS](#). This link will act as a supplement to the Issuing Office designated website. It shall be held to the same level of importance and periodically checked for addenda, contract documents, contract drawings, and other relevant information and updates.**
  - iii. EJCDC C-410, Bid Form for Construction Contract Page 2 of 5, the following paragraph Article 3, Bid Item 11:
    - (1) Furnish and Install ~~Concrete~~ **Geocell** Pad.
  - iv. EJCDC C-430, Bid Bond (Penal Sum Form) Page 1 of 2, the following under Bid:
    - (1) Bid Due Date: ~~July 18<sup>th</sup>, 2025 @ 5:00 PM EST~~ **July 29<sup>th</sup>, 2025 @ 2:00 PM EST**
  - v. Construction Specification 408 – Concrete Structures shall be removed in its entirety and replaced with Construction Specification 409 – Geocell Structures (attached).
  - vi. All occurrences of “concrete pad” within the Contract Documents shall henceforth be known as “geocell pad”.

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**Attachment #1**

**CONSTRUCTION SPECIFICATION 409 – GEOCELL STRUCTURES**

## **Construction Specification 409 – Geocell Structures**

### **1. Scope**

Items within this specification are for geocell installation. This specification shall follow all manufacturer specifications.

### **2. Measurement and Payment**

**Method 1**—For items of work for which specific unit prices are established in the contract, each area treated calculated to the nearest square foot (SF). Payment for treatment is made at the contract unit price for the designated treatment, which will constitute full compensation for completion of the work.

**Method 2**—For items of work for which specific lump sum prices are established in the contract, the quantity of work will not be measured for payment. Payment for this item is made at the contract lump sum price for the item and will constitute full compensation for the completion of the work.

### **3. Items of Work and Construction Details**

All payment requests, with each invoice, shall be accompanied by complete documentation and supporting data in accordance with **Construction Specification 7**.

#### **A. Bid Item 11; Furnish and Install Concrete Pad.**

1) The Contractor shall install a geocell pad in accordance with the project's construction drawings. Geocell shall be 8 inches in depth and filled with railway ballast stone (4 to 6 inches, per rock specification) to a total depth of 12 inches.

2) All work shall conform to manufacturer specifications, as well as any other applicable specifications referenced within that section. Compliance with these standards is required for the execution of this bid item.

3) All payment requests, with each invoice, shall be accompanied by complete documentation and supporting data in accordance with **Construction Specification 7**.

4) Payment for **Bid Item 11** shall be made in accordance with **Method 2** as outlined in **Section 2** of this construction specification.

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**Attachment #2**

**REQUEST FORM FOR ELECTRONIC FILES**

**The Recipient agrees, without exception, to the following terms and conditions:**

1. Recipient confirms its request to Bolton & Menk Inc. for electronic files listed below, which Recipient understands are to be provided only in accordance with, and conditioned upon, the terms and conditions of this Request Form.
2. Bolton & Menk Inc. agrees that Recipient may use the electronic files for the sole purpose of responding to Owner's request for information related to the Project. Any electronic files provided are strictly for the use of the Recipient in regard to the Project named above, and shall not be utilized for any other purpose or provided by the Recipient to any entity other than its subcontractors for the Project named above.
3. Recipient acknowledges: that the Electronic Files do not contain all of the information of the Bid Documents or Contract Documents for the construction of the Project; that information in the Bid Documents or Contract Documents may be revised or modified in the future; and that Bolton & Menk Inc. does not have and will not have any duty or obligation to advise or give notice to Recipient of any such revisions or modifications. Recipient agrees that its use of the electronic files is at the Recipient's sole risk of liability, and that the Recipient shall make no claim or demand of any kind against Bolton & Menk Inc. arising out of Recipient's receipt or use of the Electronic Files.
4. Bolton & Menk Inc. makes no representation or warranty of any kind, express or implied, with respect to the Electronic Files and specifically makes no warranty that the Electronic Files shall be merchantable or fit for any particular purpose, or accurate or complete. Furthermore, any description of said Electronic Files shall not be deemed to create an express warranty that such Electronic Files shall conform to said description.
5. Electronic Files are provided strictly as a courtesy by Bolton & Menk Inc. solely for the convenience of the Recipient, and are not part of the Bid Documents or Contract Documents for the Project. As stated herein, the possibility exists that the Electronic Files provided may differ from the Bid Documents or Contract Documents for construction of the Project. Bolton & Menk Inc. shall not be responsible for differences between Electronic Files, the Bid Documents, and Contract Documents. The Bid Documents or Contract Documents for the Project may be modified by Bolton & Menk Inc. at any time, either before or after construction begins. Bolton & Menk Inc. has no responsibility, either before or after any such modification, to determine or to advise the Recipient whether any such modification causes Electronic Files provided to the Recipient to be out of date, inconsistent with the Bid Documents or Contract Documents, or otherwise unsuitable or unfit for use in any way. The Recipient assumes all risk and liability for any losses, damages, claims, or expenses resulting from its receipt, use, or possession of Electronic Files furnished by Bolton & Menk Inc.
6. The Recipient agrees to indemnify, defend and hold harmless Bolton & Menk Inc., its officers, agents, employees, and Owner from and against any and all claims, suits, losses, damages or costs, including attorney's fees, arising from or by reason of the Recipient's use of Electronic Files provided by Bolton & Menk Inc., and such defense and indemnification obligation duties shall survive any use under this Request Form.
7. All CADD files provided by Bolton & Menk Inc. hereunder shall be AutoCAD files (\*.dwg), LandXML (\*.XML), or ESRI shapefile package (\*.SHP) [hereafter referred to collectively as CADD files] in a format/version determined solely by Bolton & Menk Inc. The Recipient agrees that Bolton & Menk Inc. shall have no responsibility whatsoever for problems of any nature arising from the conversion of the files by the Recipient or others for use in non-native applications. Bolton & Menk Inc. will not provide files in compressed formats. Recipient agrees to accept the files in the format provided by Bolton & Menk Inc., and that Recipient's conversion shall be at Recipient's sole risk.

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8. Recipient acknowledges: (1) the CADD files provided by Bolton & Menk Inc. are a graphical representation of the Project in order to generate two-dimensional industry standard drawings; (2) the CADD data may not be 100% accurate and should not be used for dimensional control, Site layout, shop drawings, or any other similar purpose; (3) any schedule of materials produced directly from the CADD files have not been checked for accuracy; and (4) the information in the CADD files should be used only for comparative purposes and shall not be relied upon for accurate quantity estimates or used in establishing pricing.
9. Bolton & Menk Inc., at its sole discretion, may modify the Electronic files before they are provided to the Recipient. Such modifications may include, but are not necessarily limited to, removal of certain information. Bolton & Menk Inc., in its sole discretion, may refuse to provide some or all Electronic Files requested by Recipient.
10. The availability of Electronic CADD Files that were not prepared by Bolton & Menk Inc. is subject to the consent of the Owner or consultant that prepared those Electronic Files. Bolton & Menk Inc. will not negotiate with the Owner or consultant or repeatedly solicit the Owner or consultant to obtain such consent. Neither this Request Form nor any such separate Consultant's consent may be assigned or transferred by Recipient to any other person or entity.
11. This Request Form contains all applicable terms and conditions relating to the provision of Electronic Files to the Recipient by Bolton & Menk Inc. No other terms and conditions apply. This Request Form is not a part of the Bid Documents or Contract Documents for construction of the Project named above, and the terms and conditions defined herein are not subject to or superseded by any provisions of the Contract Documents for the Project, nor does this Request Form modify the Bid Documents or Contract Documents.
12. This Request Form, and the use of Electronic Files, is not subject to any Uniform Commercial Code, and this Request Form shall not be construed to be a sale of any goods or products under any provision of any Uniform Commercial Code, or other statute, law or regulation and shall not be construed as an agreement for performance by Bolton & Menk Inc. on behalf of the Recipient.
13. The Electronic Files provided to Recipient shall not be provided to others, except for those with direct contract with Recipient. The Electronic Files shall not be posted on any website, linked, or otherwise provided to any other person or entity. Recipient shall be responsible for any use by parties to whom the Recipient has provided the Electronic Files, including responsibility for the defense and indemnification obligation provided for in this Request Form. Recipient agrees it shall have no right to furnish or provide the Electronic Files in any litigation, administrative proceeding, arbitration or mediation except with the express written consent of Owner and Bolton & Menk Inc.

**CONTRACTORS (RECIPIENT) ARE AGREEING TO THIS FORM BY  
ACKNOWLEDGMENT OF THIS ADDENDUM.**

Name: Modification for Muddy Creek Watershed Structure No. 16 – Addendum 1

Date: July 17, 2025

Page: 6

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**Attachment #3**

**REVISED PROPOSED OVERALL IMPROVEMENTS (SHEET 10 OF 16)**