

Worcester County Administration Office 1 West Market Street, Room 1103 Snow Hill, MD 21863 Ph. 410-632-1194 Fax 410-632-3131

Email: nrice@co.worcester.md.us

## Addendum # 1 Housing Rehabilitation HVAC System Berlin REBID

Date of Addendum: 11/10/2022

#### NOTICE TO ALL BIDDERS AND PLANHOLDERS

The Bid Documents for the above-referenced Project are modified as set forth in this Addendum. The original Bid Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Bid Documents. Vendors will take this Addendum into consideration when preparing and submitting a bid, and shall acknowledge receipt of this Addendum in the space provided in the Bid Documents.

BID SUBMITTAL DEADLINE
The bid submittal time has not been changed.

1.0 - A	1.0 - ATTACHMENTS				
Item	Description				
1.1	Termite treatment inspection report as referenced under Item B of the Scope of Work.				

END OF ADDENDUM

# **ADDENDUM**

# **Housing Rehabilitation Bid**

Berlin HVAC - November 28, 2022

## Welcome Kathleen

Thank you for choosing Bennett Termite & Pest Solutions!

# Here is the form that needs your signature. Thank you for choosing Bennett Termite and Pest Solutions.

Please review the following document and then sign. You will receive a copy via email for your records. Thank you!

ALERT: You will receive automated appointment reminders the day before your service from this phone number ONLY, 410-220-6659 from Elkridge, Md. Please add this to your address book/contact list in your cell phone as Bennett Termite appt, so that you will recognize it. If you need to reach our office, as always, please use 410-352-3222 or 302-856-2127.

## BENNETT TERMITE & PEST SOLUTIONS, LLC

P.O. Box 191

Office 410.352.3222 MD / 302.856.2127 DE

Bishopville, MD 21813

www.BennettTermite.com

Fax 410.352.5440

#### **TERMITE SERVICE AGREEMENT (LIQUID)**

Customer Name: Kathleen Liddle							
Covered Premises (Address):11 Fairhaven Ct							
Billing Address11 Fairhaven Ct, Ocean Pines, MD 21811							
City: Ocean Pines		Email: dwa	Email: dwashington@co.worcester.md.us				
State:MD	Zip Code:21811	Phone: (443	Phone: (443) 235-3453				
How did you he	ar about us? Current Customer \	Date: 08-05-2022					

#### TYPE OF TREATMENT - NOTE GRAPH AND SPECIFICATION SHEET

[] Preventative

[] Presumptive

[X] Existing

(No infestation signs)

(Affected wood but no live termites)

(Affected wood and live termites)

#### Service Notes:

Trench and flood exterior perimeter of home Drill foundation crawlspace wall perimeter

Treat around all piers

Coverage. For a service period of one year, beginning on the effective dates shown above. Bennett Termite & Pest Solutions, LLC agrees to provide necessary service and treatment for the control of subterranean termites for the covered premises for the sum of \$1895.00, payable upon completion. In addition, Bennett Termite & Pest Solutions, LLC will perform any further retreament it finds necessary, free of charge for the initial and renewals terms of this Agreement. This Agreement covers subterranean termites only.

### Repair Warranty For New Construction Treatments Only.

New subterranean termite damage is that damage done by subterranean termites over and above the damage existing at the time this Agreement was originally entered into.

#### NOTE REVERSE SIDE FOR LIMITATIONS OF LIABILITY

**Renewal.** This Agreement is renewable from year to year upon inspection of covered premises by Bennett Termite & Pest Solutions, LLC, and upon payment of an annual renewal fee of \$135.00. This Agreement can be terminated by either party, with or without cause at the end of any one year term. Bennett Termite & Pest Solutions, LLC reserves the right to revise the Annual Renewal Fee after the third year, upon notice to the Customer.

DEPOSIT \$

**BALANCE DUE \$1895.00** 

METHOD OF PAYMENT

CASH[] CHECK[] CREDIT CARD[] EFT[]

NOTICE OF RIGHT TO CANCEL

This sale is the result of a home solicitation. Please see the above notice of cancellation for an explanation of your right to cancel This sale is not the result of a home solicitation and there is no right to cancel.

The undersigned hereby acknowledges that if their account becomes delinquent (over sixty days) and is referred to our attorney for collection, then in such event, the undersigned agrees to pay an additional thirty-three and one-third (33.33%) of the outstanding balance which will represent reasonable attorney fees for the collection of the account and in addition agrees, acknowledges and understands that the undersigned will be responsible to pay all court costs expended in an effort to collect the delinquent account. Lastly, the undersigned acknowledges and understands that the fee paid to our collection attorney is intended to cover the attorney fees charged this office in connection with the collection of outstanding accounts receivable.

Customer Portal

BY CUSTOMER BY COMPANY COMPANY

11/10/22, 9:55 AM Customer Portal

#### **ARRITRATION**

The purchaser and Bennett Termite & Pest Solutions, LLC listed above agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of any provision of this Agreement shall be settled exclusively by arbitration. This Contract/Agreement is subject to arbitration pursuant to the Uniform Arbitration Act of the American Arbitration Association. The arbitration award may be entered in any court having jurisdiction. In no event shall either party be liable to other for indirect, special or consequential damages or loss of anticipated profits.

#### **LIMITATIONS ON LIABILITY**

- 1. It is understood that Bennett Termite & Pest Solutions, LLC is not responsible for damage in which no termites were found.
- Bennett Termite & Pest Solutions, LLC liability for payment of repairs does not include any hidden or inaccessible damage. Nor
  is Bennett Termite & Pest Solutions, LLC liable for any damage occurring as a direct result of wood to earth contact.
- 3. Where live termites are found Bennett Termite & Pest Solutions, LLC liability is limited to that portion of the damage that did
- 4. Bennett Termite & Pest Solutions, LLC shall not be liable for repair for termite damage and/or for retreatment to covered premises that have been added to or structurally altered unless Bennett Termite & Pest Solutions, LLC has been notified prior to the beginning of any alteration or addition and any additional treatment or retreatment Bennett Termite & Pest Solutions, LLC finds necessary is performed. Such alterations and additions must be serviced by Bennett Termite & Pest Solutions, LLC as soon as practical at the expense of this Customer.
- Bennett Termite & Pest Solutions, LLC shall have no liability under this Agreement should Customer refuse to allow Bennett
  Termite & Pest Solutions, LLC access to the covered premises or any additions for the purpose of carrying out the Terms and
  Conditions of this Agreement.
- Bennett Termite & Pest Solutions, LLC shall not be liable for repairs or termite damage and/or retreatment to covered premises
  under this Agreement should the Customer not correct conditions conducive to infestation noted on the original and/or annual
  inspection reports, i.e., wood soil contact, excessive moisture, etc.
- 7. Bennett Termite & Pest Solutions, LLC is not liable for any hidden damage

This Contract constitutes the entire Agreement between parties and may not be varied, altered or modified in any way except by written agreement between the partied and approved by a corporate officer. No oral changes in the Terms of this Contract or oral approval of deviations from performance of this Contract shall be permitted.

ALERT: You will receive automated appointment reminders the day before your service from this phone number ONLY, 410-220-6659 from Elkridge, Md. Please add this to your address book/contact list in your cell phone as Bennett Termite appt, so that you will recognize it. If you need to reach our office, as always, please use 410-352-3222 or 302-856-2127.







Bennett Termite & Pest Solutions
PO BOX 191
BISHOPVILLE, MD 21813
(410) 352-3222
http://www.bennetttermite.com
(http://www.bennetttermite.com)

Wood Destroying Insect Inspection Report Notice: Please read important consumer information on page 2.							
Section I. General Information Inspection Company, Address & Phone Bennett Termite & Pest Solutions	Company's Business Lic. No. MD 30175 / DE 1527 /	Date of Inspection 8/5/22					
13207 Hatchery Rd Bishopville, MD 21813 (410) 352-3222	Address of Property Inspected 11 Fairhaven Ct Ocean Pines, MD 21811						
Inspector or Authorized Signature - Print Inspector's Name - Certification/Credentialing #  Bruce C Lawrence 30175	if applicable	Structure(s) Inspected Single Family Home					
Section II. Inspection Findings This report is indicative of the condition of the above inspected structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or defects. Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:							
<ul> <li>[] A. No Visible evidence of wood destroying insects was observed.</li> <li>[X] B. Visible evidence of wood destroying insects was observed as follows: (See attached diagram)</li> <li>[] 1. Live insects (description and location):</li> </ul>							
[] 2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location):							
[X] 3. Visible damage from wood destroying insects was noted as follows (description and location): Several areas from access door area towards front of home and also back area.							
NOTE: This is not a structural damage report. If box B above is chechidden damage, may be present. If any questions arise regarding dama interested parties contact a qualified structural professional to determine require the inspector indicate, if known, whether the damage indicated by disclosed in Section V. below, the inspector does not know the disposition	age indicated by this rep the extent of damage a y this report has, or will	ort, it is recommended that the buyer or any and the need for repairs. Maryland regulations					

Yes [] No [X] It appears that the structure(s) or a portion thereof may have been previously treated. Evidence of possible previous treatment:

The inspecting a company can give no assurances with regard to work done by other companies. The company that performed the treatment

Section III. Recommendations/Treatment

[] No treatment recommended: (Explain if Box B in Section II is checked)

[X] Recommend treatment for the control of:

Liquid Termite Treatment with Termidor HE both exterior perimeter and crawlspace area, piers, also drilling entire foundation

[] Proper control measures were performed by this inspection company for insect evidence listed in Section II. B., above.

should be contacted for information on treatment and any warranty or service agreement which may be in place.

#### The inspector may write out obstructions or use the Section IV. Obstructions and Inaccessible Areas following optional key: The following areas of the structure(s) inspected were obstructed or inaccessible: 1. Fixed ceiling 13. Only visual access [X] Basement NA 2. Suspended ceiling 14. Cluttered condition [X] Crawlspace 5-11-24 3. Fixed wall covering 15. Standing water 4. Floor covering 16. Dense vegetation [X] Main Level 1-3-4-6-7-8-9-14-24 5. Insulation 17. Exterior coverings [X] Attic 5-24 6. Cabinets or shelving 18. Window well covers 19. Wood pile 7. Stored items [X] Garage NA 20. Snow 8. Furnishings [X] Exterior 13-17 9. Appliances 21. Unsafe conditions 10. No access or entry 22. Rigid foam board [X] Porch 13-17 11. Limited access 23. Synthetic stucco [X] Other NA 12. No access beneath 24. Duct work, plumbing, and/or wiring

#### Section V. Additional Comments and Attachments (these are an integral part of the report)

Several areas from access door area towards front of home and also back area.

Liquid Termite Treatment with Termidor HE both exterior perimeter and crawlspace area, piers, also drilling entire foundation

Attachments

**Signature of Seller(s)** or Owner(s) if refinancing. Seller acknowledges that all information regarding W.D.I. infestation, damage, repair, and treatment history has been disclosed to the buyer.

**Signature of Buyer.** The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.

X
Print name of Property Owner/Seller:

× )W

Conforms to Form NPMA-33 Page 1 of 2

# Important Consumer Information Regarding the Scope and Limitations of the Inspection.

Please read this entire page as it is part of this report. This report is not a guarantee or warranty as to the absence of wood destroying insects nor is it a structural integrity report. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair.

- 1. About the Inspection: A visual inspection was conducted in the readily accessible areas of the structure(s) indicated (see Page 1) including attics and crawlspaces which permitted entry during the inspection. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected, except as provided by separate contract. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and reinfesting wood boring beetles. This inspection does not include mold, mildew or noninsect wood destroying organisms. This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of inspection. This shall not be construed as a 90-day warranty. There is no warranty, express or implied, related to this report unless a written warranty or service agreement is attached.
- 2. Treatment Recommendation Guidelines Regarding Subterranean Termites: FHA and VA require treatment when any active infestation of subterranean termites is found. If signs of subterranean termites but no activity are found in a structure that shows no evidence of having been treated for subterranean termites in the past, then a treatment may be recommended. A treatment may also be recommended for a previously treated structure showing evidence of subterranean termites but no activity if there is no documentation of a liquid treatment by a licensed pest control company within the previous five years unless the structure is presently under warranty or covered by a service agreement with a licensed pest control company.
- 3. Obstructions and Inaccessible Areas: No inspection was made in areas which required the breaking apart or into, dismantling, removal of any object, including but not limited to: moldings, floor coverings, wall coverings, siding, ceilings, insulation, furniture, appliances, and/or personal possessions; nor were areas inspected which were obstructed or inaccessible for physical access on the date of inspection. Your inspector may write out inaccessible areas or use the key in Section IV. Crawl spaces, attics, and/or other areas may be deemed inaccessible if the opening to the area is not large enough to provide physical access for the inspector or if a ladder was required for access. Crawl spaces (or portions thereof) may also be deemed inaccessible if there is inadequate clearance from the bottom of the floor joists to the surface below. If inaccessible, reasons will be noted in Section IV of this report. If any area which has been reported as inaccessible is made accessible, the inspection company may be contacted for another inspection. An additional fee may apply.
- 4. Consumer Maintenance Advisory Regarding Integrated Pest Management for Prevention of Wood Destroying Insects. Any structure can be attacked by wood destroying insects. Homeowners should be aware of and try to eliminate conditions which promote insect infestation in and around their structure(s). Factors which may lead to wood destroying insect infestation include: earth to wood contact, foam insulation at foundation in contact with soil, faulty grade, improper drainage, firewood against structure(s), insufficient ventilation, moisture, wood debris in crawlspace, wood mulch or ground cover in contact with the structure, tree branches touching structure(s), landscape timbers and wood decay. Should these or other conditions exist, corrective measures should be taken in order to reduce the chances of infestation of wood destroying insects and the need for treatment.
- 5. Neither the inspecting company nor the inspector has had, presently has, or contemplates having any interest in the property inspected.

MD-1 (revised Nov. 2005) Conforms to Form NPMA-3 Page 2 of 2