

Three-Year Landscaping Financial Guarantee – Maintenance Bond (Ministerial)

Permit # / Project Name: Tennis Courts CHS: BLD07-01303 / LND08-00015
 Date of Inspection: 12/2/2008
 Date of Installation Acceptance: 12/17/2008
 Three-Year Expiration Date: 12/17/2011

1. **Compliance with LDC Coverage Requirements** – LDC landscaping criteria are reviewed by the landscape designer and incorporated into the landscape plans, which are to be submitted with the building permit application. Note: A standard of special note is that the choice of plant species, initial size, and spacing needs to achieve 90% plant coverage in 3 years (LDC Section 4.2.20.a.3).
2. **Landscape Plan Approval** - City approval of Landscape and Irrigation Plans is required. Associate Planner assures that the plans comply with applicable Land Development Code provisions. A copy of the approved plans is stamped approved and kept with the Building Permit plans, and an approved stamped copy is provided for the applicant.
3. **Landscape Installation Bid** - The applicant will need to obtain City approval of the actual Landscape and Irrigation Installation Bid obtained from a certified landscape contractor and/or licensed landscape architect. The bid provided will be a line item bid so cost can be verified for use in bonding for installation and/or maintenance. The bid shall include cost of plant materials, sprinklers, soil, etc. with labor identified separately from material cost. Ground cover, irrigation, and bark can be estimated in cost per square foot. Drainage solutions for hydric soils, hillside development, etc. are required.
4. **Landscape Installation Acceptance** - The developer will request a landscape & irrigation inspection once installation is complete, by following the City’s inspection request process. City staff will meet on site with the applicant and landscape contractor to inspect the installation. Sprinklers will be activated and, if needed, notes are made about irrigation or landscaping items that will need to be addressed prior to acceptance. Once the project complies with the Conditions of Approval and Land Development Code provisions and plants are found to be healthy and capable of meeting the 90% standard, an inspection approval form is delivered to the applicant. Following receipt of this form, the City can authorize initiation of the 3 year maintenance bond (see below).
5. **Landscape Maintenance Bond** - Prior to Final Acceptance, a 3 yr financial guarantee is required (LDC Section 4.2.20.a.3). For stormwater systems and water quality facilities, a maintenance plan is required regardless of guarantee.

PERFORMANCE STANDARD - Landscape areas will have 90% plant coverage at the end of the 3 year maintenance period. If this coverage standard has not been met, then larger and more frequent plantings may be required or poor drainage and/or irrigations situations resolved in order to help achieve the standard. In addition, it should be noted that the developer shall be responsible for all improvements or other actions that may be needed during the 3 year period to assure the landscaping is healthy during this time frame.

6. **Landscape Bonds (Installation and Maintenance)**
 - a. **City Staff Calculates Bond Amounts** - Prior to bond submittal, the City will calculate the amount of the bond and inform the applicant of this amount. The City’s calculations will be as follows:

MAINTENANCE BOND =	Approved Landscape Installation Bid	\$
	50% Bid Amount	\$
	Admin. (add 20% of 50% Bid Amount	\$
	Total Bond Amount	\$

- b. **Submitting Bond in City Format** - Applicant (or designee) submits bond documents to the Development Services Division for City Attorney signature using the bond template provided by the City. Landscape bonds are required prior to issuance of the Certificate of Occupancy, so it is prudent to plan adequate time to complete the above process.
7. **Release of Financial Guarantee** – One month prior to the Three-Year Expiration Date noted above, the Associate Planner shall submit, in writing to the applicant, a request for a Three-Year Status Report. The applicant is required to submit the report, prepared by a licensed arborist or licensed landscape contractor, that verifies that the 90% ground coverage rule has been achieved, either by successful plantings or by the installation of replacement plantings. Once this report has been submitted and approved by the Associate Planner, the financial guarantee can be released.

TRANSMITTAL

Construction Management Center

Auxiliary Services

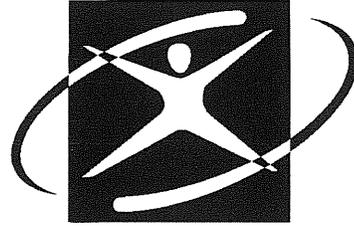
Corvallis School District 509J

PO Box 3509J

Corvallis, Oregon 97339

(541) 757-3851

(541) 757-5749 - Fax

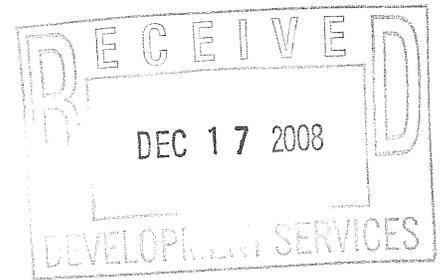


12/17/2008

To: City of Corvallis
Department of Development Services
Corvallis, OR

Attn: Plans Examiner

From: Keith Martin



By ~~FAX~~/Mail/Hand

Contents: TRAVELERS INSURANCE CO bond, prepared by Barker-Eurling Insurance Co for
CORVALLIS HIGH SCHOOL TENNIS COURTS landscaping.

BLD 07 - 01303

Comments:

As requested for completion of the CHS Tennis Court Project – Construction during summer 2008

cc. Kim Patten

THREE-YEAR LANDSCAPE MAINTENANCE BOND

BOND NO. 104931779

KNOW ALL PEOPLE BY THESE PRESENTS that we Corvallis School District 509J as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Oregon, Surety are held and firmly bound unto the City of Corvallis, Oregon, in the sum of Forty Five Thousand Dollars (\$45,000) for the payment of which, well and truly to be made, the executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Pursuant to Building Permit Case # BLD07-01303, this Bond is being established to cover the costs of replacing dead, dying, or diseased plants, repair or modification of irrigation and drainage and City of Corvallis administration costs (estimated at 20% of project costs) in order to comply with the approved landscape plan and applicable City standards. The project name is Corvallis High School Tennis Courts.

WHEREAS, application was made to the obligee for approval of a building permit and was approved under the regulations of the City of Corvallis, and one of the conditions of this approval, pursuant to Building Permit Case #BLD07-01303, Condition #11, is that a maintenance bond be filed with the Development Services Division, guaranteeing the maintenance of landscaping according to the landscape plan, Attachment A, as approved by the Development Services Division, which consists of a plan for the installation.

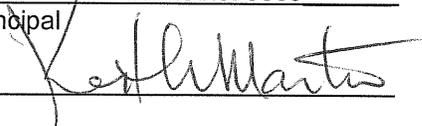
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall maintain and remedy the work according to the plan in Attachment A for a period of three years following approval of the landscape installation, and the plants shall provide 90 percent ground coverage, then this obligation shall be void; otherwise it may be used, as necessary, in making improvements and/or repairs as required to meet the landscaping performance requirements outlined in Sections 4.2.20.a.3 of the Corvallis Land Development Code and the approved plans.

To release this guarantee at the end of the three-year period, the developer shall provide a report to Development Services, prepared by a licensed arborist or licensed landscape contractor and shall verify that 90 percent ground coverage has been achieved, either by successful plantings or by the installation of replacement plantings. The City of Corvallis shall approve the report prior to release of the guarantee.

WITNESS our hands and seals this 17th day of December, 2008.

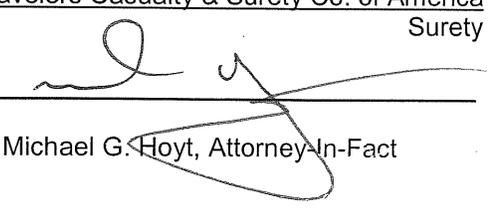
Corvallis School District 509J
Principal

By:

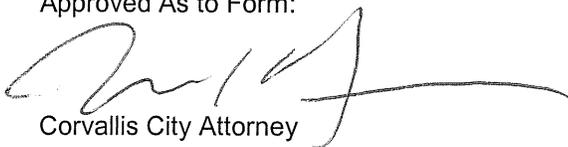

Keith Martin

Travelers Casualty & Surety Co. of America
Surety

By:


Michael G. Hoyt, Attorney-In-Fact

Approved As to Form:


Corvallis City Attorney



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219365

Certificate No. 002074705

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota...

Steve Uerlings, Michael Hoyt, Kathy Burton, and Elizabeth Stevens, and Debbie Schluckebier

of the City of Corvallis, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons...

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of November 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 28th day of November 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company...

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

