

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

Permit # / Project Name: CORVALLIS CROSSING BLD 10-00174
 Date of Inspection 9-23-10
 Date of Installation Acceptance 9-23-10
 Three-Year Expiration Date 9-22-13

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	\$ 79,470.00
50% Bid Amount	\$ 39,735.00
Admin. (add 20% of 50% Bid Amount)	\$ 7,947.00
Total Bond Amount	\$ 47,682.00

- 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.

Attachments: Inspection Forms, Bond, Bid Materials

LANDSCAPE INSTALLATION BOND

BOND NO. 52BSBFP6927

KNOW ALL PEOPLE BY THESE PRESENTS that we Jefferson Place, LLC., as Principal, and Hartford Fire Insurance Company, 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 ***** Dollars (\$ 47,682) for the payment of which, well and truly to be made, the executors, administrators, successors and assigns, jointly and severally, firmly by these presents. *****Forty-Seven Thousand Six Hundred Eighty-two and no cents

Pursuant to Building Permit Case # BLD10-0074, 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 Crossing.

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 # BLD10-00174, Condition # 4, 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 two 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.

While the maintenance guarantee is three years, the term of this bond is for the period commencing 10/18/10 and expiring on 10/18/12, unless released by the Obligee prior thereto. However, the term of this bond may be renewed for an additional one-year period by the issuance of a Continuation Certificate by the Surety. Neither nonrenewal by the Surety nor failure of the Principal to provide the Obligee with a replacement bond shall constitute default under this bond.

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 18th day of October, 2010.

Jefferson Place, LLC.

Principal

By: 

Darren Dickerhoof, Member

Hartford Fire Insurance Company

Surety



By:

Attorney-In-Fact

Kari Motley

Approved As to Form:

Corvallis City Attorney

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 52-700992

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Kari Motley, Sara Sellin, Stefanie Blaesing, Andrea Saracco, Donna Christensen, Lisa Steele, Susan Frainey, Jennifer Darling
of
Portland, OR

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of *October 18th, 2010*

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

Date 4/28/09

Client Contact Information: Name: Dickerhoof Construction Address: PO Box 1583 City: Corvallis State: OR Zip Code: 97339 Tel: (541) 754-3630 Fax: (541) 754-3690	Client Billing Information: Name: Address: City: State: Zip Code: Tel: Fax:
Work Site Contact Information: Name: Matt and Darren Dickerhoof Address: 972 NW Circle City: Corvallis State: OR Zip Code: 97339 Tel: (541) 231-5977 Fax:	Email: <input type="text" value="darren or matt@dickerhoof.com"/> Start Date (est.): <input type="text"/> Completion Date (est.): <input type="text"/> Bid Expiration Date: <input type="text"/>

Landscape Contractors Board • 2111 (Form 3) NR, South 2101 • Salem, OR 97331 • Phone 503-581-8689 • Fax 503-581-8686

- The purpose of this Landscape Agreement (the "Agreement") is to set forth the terms and conditions under which Green Acres Landscape, Inc. (the "Contractor") will provide landscape service for the client named above (the "Client").
- Contractor agrees to perform the following services as outlined in the section Landscape Scope of Work (the "Service").
- Fee for Service (the "Fee").
- Contractor will furnish labor, equipment and materials necessary to perform Service.
- Contractor may, at Contractor's sole discretion, provide Client requested material and/or additional man-hours for Client requested special services that are not expressly included in Service or this Agreement; and, Client will be charged for and will reimburse Contractor for all Client requested material and additional man-hour costs spent on special services that have not been expressly included in Service or this Agreement.
- Client agrees to promptly notify Contractor in writing of any concern or dissatisfaction regarding Service.
- Client shall pay Contractor a non-refundable fee of 1/2 the Fee upon start of service, pay draws on Fee as work is completed, and pay the remaining amount of Fee and any additional fees upon completion of Service, as per this Agreement. Contractor will bill Client and Client shall make payment within ten days of billing date. Client agrees late payment fees will be assessed as per the following schedule:
 - 5 days past due - \$25.00 late fee
 - 10 days past due - \$50.00 late fee
 - 15 days past due - \$100.00 late fee; and, Service is suspended until the account is paid in full
 - 30 days past due - \$200.00 late fee; and, account is forwarded to collections. Client is responsible for all fees associated with collection; which may include, but are not limited to, past due fees, collection agency fees, court and/or attorney fees.
- This Agreement shall commence on or about the start date above and shall continue in full force and effect thereafter until the completion of Service.
- Service does include a Limited Warranty as described in the "Green Acres Landscape, Inc. Limited Warranty."
- All materials need to be dumped on Client's property and Contractor assumes no responsibility of damaged concrete, per Erosion Control Regulations.
- Contractor guarantees that it will perform Service in a workmanlike manner. Should Client's plantings or property be damaged by any direct failure of Contractor to fulfill its obligation under this Agreement, Contractor shall repair or replace such damaged plantings or property. Client's right to repair and replacement are the exclusive remedies. Contractor shall not be liable for damages, direct or indirect, whether ordinary, incidental or consequential, other than as expressly set forth herein.
- Contractor shall not be liable for any damages, direct or indirect, whether ordinary, incidental or consequential, due to acts of Client, acts of third-party suppliers or agents, or acts of God or Nature.

Green Acres Landscape, Inc. _____ Date _____ Client _____ Date _____

Date 4/28/09

13. Client shall indemnify and hold harmless, Contractor, its agents and employees from and against any and all claims, damages, losses, costs, expenses or liabilities, including attorney's fees and the costs and expense of any legal action, for noise pollution, invasion of a neighbor's privacy, infringement of a neighbor's rights, libel, slander, invasion of privacy, violations of any CC&R's, violations of any local, state or federal law, improper trade and business practices, or any other wrongful conduct, resulting from Service or any product or service provided to Client.

14. In the event Client defaults on the terms of this Agreement, Contractor shall be entitled to full reimbursement from Client for all resulting attorney's fees, court fees, and collection fees and any other fee or expense incurred by Contractor or its agents to enforce this Agreement.

15. This Agreement shall be governed by the laws of the State of Oregon, and they shall control the interpretation, validity and enforcement of this Agreement without resort to its conflicts of law provisions. Both Contractor and Client agree that any dispute or controversy between the parties shall be heard by a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The panel shall have the right to award any relief, which it deems proper, which award shall be final and binding. However, any action or injunctive relief shall not be subject to arbitration, but rather, shall be initiated by the Courts of Marion County, Oregon; and the parties expressly consent to the jurisdiction and venue of said courts.

Landscape Scope of Work - description of work to be completed by Green Acres Landscape Inc.

After GC has demo work done and final grade set within +/- 1/10th of curbs and walks we will locate and permit for irrigation. Install sleeves prior to asphalt, in area's asphalt needs to be cut, removed and patched for sleeves to existing that is outside of this contract. Install automated Rainbird irrigation system that differs from plans, install only (23) zones of irrigation with 2" mainline, 1" valves and 1 1/4" inch laterals for more volume, less zones. Install trees and shrubs as detailed, some subs may be suggested and approved. Install mulch and till in for planting and turf grade. Rake, roll and prep for turf and shrubs. Install hydro seed with rye grass in place of fescue. Install bark dust and clean up.

Client Objective

dickermof@construction.com username: dickermof password: dickermof. Check box that says remember my password. View plans, pick plans, download specs and plans.

Estimated quantity and cost of materials and labor required, and to be furnished by Green Acres Landscape, to complete project as described above.

Preparation Work / Cleanup / Other or Non-Typical Project Costs

[Empty box for preparation work, cleanup, or other costs]

Irrigation

Install sleeves for new parking area. Existing is not in this contract, may be there already. Install all parts and labor for (23) zones of spray and drip irrigation. All parts and labor.

\$ 28,740.00

Fill and Grading

Install (180) cubic yards of mulch, this is a rate of 4-6 yards per 1000 sq of landscape. Till in at a depth of 4" and rake out to prep for seed and shrubs.

\$ 7,730.00

Stone Work, Boulders & New Rock Walls

[Empty box for stone work, boulders, and rock walls]

Green Acres Landscape, Inc.

Date

Client

Date

Date 4/28/09

Retaining Walls, Pavers, Flagstone and Brick

[Empty box for Retaining Walls, Pavers, Flagstone and Brick details]

Retaining Walls, Mason, Concrete and Terra Stone, and Brick

[Empty box for Retaining Walls, Mason, Concrete and Terra Stone, and Brick details]

Trees, Shrubs and Seedling Plants

Install (108) inch and half trees, (406) three gallon and (2609) one gallon shrubs.

\$ 34,770.00

Water Feature

[Empty box for Water Feature details]

Lighting

[Empty box for Lighting details]

Bandusil

Install (18,000) sq' of bark dust with fir bark and weed pre emergent at a depth of 2-3". (156) cubic yards of fir bark dust.

\$ 6,230.00

Turf

Install (6,700) sq' of hydro seed turf.

\$ 2,000.00

Decks and Fences

[Empty box for Decks and Fences details]

Fee for Service

\$ 79,470.00

Date 4/28/09

Green Acres Landscape, Inc. Limited Warranty

This Green Acres Landscape, Inc. Limited Warranty covers Product or Service defects (part or design failure; lawn, plant & tree disease or non-survival) in Green Acres Landscape, Inc. installed: (a) lawns for a period of thirty days from the date of installation; (b) plants and trees for a period of thirty days from the date of installation; (c) hardscape construction items for a period of ninety days from the date of installation; (d) Drainage (that Green Acres Landscape, Inc. altered or changed the final grade, and only drainage at the landscape ground level) for a period of ninety days from the date of installation; and, (e) irrigation systems workmanship for a period of one year from the date of installation. Irrigation systems parts for a period of thirty days from the date of installation, and parts may or may not also be subject to a manufacturer's warranty which is not related to this Limited Warranty.

Lawns - disease and non-survival

A lawn that is diseased or does not survive within thirty days from the installation date shall be repaired or replaced with a same or similar lawn, at Green Acres Landscape, Inc.'s sole discretion, based upon labor and item availability, at no charge to the client. Green Acres Landscape, Inc.'s reserves the right not to replace or repair a lawn, if based upon the sole discretion and determination of Green Acres Landscape, Inc., the cause of the lawn disease or non-survival is a result of extreme weather conditions, improper watering, negligence of others, any circumstance unrelated to or not directly caused by Green Acres Landscape, Inc., an act of God.

Plants and Trees - disease and non-survival

A plant or tree that is diseased or does not survive within thirty days from the installation date shall be repaired or replaced with a same or similar item, at Green Acres Landscape, Inc.'s sole discretion, based upon labor and item availability, at no charge to the client. Green Acres Landscape, Inc.'s reserves the right not to replace or repair a plant or tree, if based upon the sole discretion and determination of Green Acres Landscape, Inc., the cause of the plant or tree disease or non-survival is a result of extreme weather conditions, improper watering, negligence of others, any circumstance unrelated to or not directly caused by Green Acres Landscape, Inc., an act of God.

Hardscapes - item failure

A hardscape construction item that fails due to design or malfunction (not abuse) within ninety days from the installation date shall be repaired or replaced with a same or similar item, at Green Acres Landscape, Inc.'s sole discretion, based upon labor and item availability, at no charge to the client. Green Acres Landscape, Inc.'s reserves the right not to replace or repair a hardscape construction item that fails, if based upon the sole discretion and determination of Green Acres Landscape, Inc., the cause of the failure is a result of extreme weather conditions, negligence of others, any circumstance unrelated to or not directly caused by Green Acres Landscape, Inc., an act of God.

Drainage - failure

Drainage (that Green Acres Landscape altered or changed the final grade, and only drainage at the landscape ground level) that fails within ninety days from the installation date shall be repaired or replaced with a same or similar item, at Green Acres Landscape, Inc.'s sole discretion, based upon labor and item availability, at no charge to the client. Green Acres Landscape, Inc.'s reserves the right not to replace or repair drainage that fails, if based upon the sole discretion and determination of Green Acres Landscape, Inc., the cause of the failure is a result of extreme weather conditions, improper watering, negligence of others, any circumstance unrelated to or not directly caused by Green Acres Landscape, Inc., an act of God.

The following are NOT covered by this limited warranty: (a) any drainage issue or failure due, directly or indirectly, to the ground below the landscape level; (b) any drainage issue or failure due, directly or indirectly, to the ground above the landscape level; and, (c) any drainage issue or failure that is not directly caused by Green Acres Landscape, Inc.

Irrigation Systems - workmanship and part failure or leak

A pump, controller, valve, wire, pipe, fitting, sprinkler head or other part that fails or leaks due to incorrect workmanship (not part malfunction or pipe breaks) within one year from the installation date or a part malfunction within thirty days from the installation date shall be repaired or replaced with a same or similar item, at Green Acres Landscape, Inc.'s sole discretion, based upon labor and item availability, at no charge to the client. Green Acres Landscape, Inc. reserves the right not to replace or repair a pump, controller, valve, wire, pipe, fitting, sprinkler head or other part that fails or leaks, if based upon the sole discretion and determination of Green Acres Landscape, Inc., the cause of the failure or leak is a result of extreme weather conditions, negligence of others, any circumstance unrelated to or not directly caused by Green Acres Landscape, Inc., with the exception of a part failure within thirty days of installation as described herein, or an act of God. Parts may or may not also be subject to a manufacturer's warranty which is not related to this Limited Warranty.

The following are NOT covered by this limited warranty: (a) re-setting controller; (b) moving or adjusting heads after project completion; and, (c) adding additional sprinkler heads after project completion.

In no event shall Green Acres Landscape, Inc. be liable, whether in contract or tort (including negligence) for damages in excess of the purchase price of the Product or Service, or for any indirect, incidental, special or consequential damages of any kind, or loss of revenue or profits, or loss of business, or loss of use, or other financial or non-financial loss arising out of or in connection with the ability or inability to fully realize, enjoy or use the Product or Service, to the full extent these damages may be disclaimed by law.

This Limited Warranty shall be governed by the laws of the State of Oregon, and they shall control the interpretation, validity and enforcement of this Limited Warranty without resort to its conflicts of law provisions. Both Green Acres Landscape, Inc. and Client agree that any dispute or controversy between the parties shall be heard by a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The panel shall have the right to award any relief, which it deems proper, which award shall be final and binding. However, any action or injunctive relief shall not be subject to arbitration, but rather, shall be initiated by the Courts of Marion County, Oregon; and the parties expressly consent to the jurisdiction and venue of said courts.

Green Acres Landscape, Inc.

Date: Client:

Date:



Community Development
Development Services Division
501 SW Madison Avenue
P.O. Box 1083
Corvallis, OR 97339-1083
(541) 766-6929
TTY (541) 766-6477

October 07, 2010

DARREN DICKERHOOF
DICKERHOOF CONSTRUCTION, LLC
P.O. BOX 1583
CORVALLIS OR 97339

Re: Landscape maintenance surety for "Corvallis Crossing" – Market of Choice, Rite Aid, and development site utilities.

Dear Mr. Dickerhoof:

A condition of development for the properties collectively known as "Corvallis Crossing" requires the submittal and approval of a three year landscape maintenance guarantee (LDC 4.2.20.3). The Building permits for the new Rite Aid store, site utilities, and Market of Choice all condition the collective submittal of this financial surety (BLD08-001160; Condition #15, BLD10-00174; Condition #4, and BLD09-00947; Condition #33).

This requirement may be satisfied through the submittal and acceptance of a 3 year landscape maintenance bond. In light of current market conditions the city understands that acquiring the three-year bond has become problematic and in many cases impossible to obtain. The city recognizes these issues and will accept a 2 year bond which is to be extended, before expiration, for an additional year to satisfy the three-year maintenance requirement.

To maintain the three year bonding period the applicant is required to initiate the extension of the bond six months prior to the 2 year expiration date. The permit holder shall submit a 1 year bond extension to cover the final year required under the 3 year financial surety. The final approved bond extension documents must be received by the city and in place no later than one month prior to the initial 2 year bond expiration. If the final one year extension is not received by this date, the city may be obligated to call in the two year bond to ensure the required landscaping will satisfy the requirements specified in the LDC.

If you have any questions or concerns with this requirement please contact me at your earliest convenience. Should you decide to move forward with this 2 year option, you will need to also submit a letter that acknowledges your obligation to extend the 2 year bond by one additional year to satisfy the 3 year bonding requirement.

Thank you,

Shannen Chapman
Land Use Inspector

cc Kevin Russell, Senior Planner

Chapman, Shannen

From: Darren Dickerhoof [Darren@dickerhoof.com]
Sent: Friday, October 15, 2010 8:53 AM
To: Chapman, Shannen
Cc: Russell, Kevin
Subject: RE: Landscaping bond

Shannen – thank you

From: Chapman, Shannen [mailto:Shannen.Chapman@ci.corvallis.or.us]
Sent: Friday, October 15, 2010 8:45 AM
To: Darren Dickerhoof
Cc: Russell, Kevin
Subject: RE: Landscaping bond

Hi Darren,

Yes, your email will suffice as an acknowledgment of your acceptance of a 3 year landscape maintenance surety for the project. I will let you know as soon as I hear back from the city attorney.

Please call in a final LDC inspection as soon as the water feature is completed, that will help ensure that we have all the LDC conditions met and there will be no final hold ups for the project.

Thanks,
shannen

Shannen Chapman

Land Development Code Inspector
City of Corvallis Development Services
541-766-6929
shannen.chapman@ci.corvallis.or.us

From: Darren Dickerhoof [mailto:Darren@dickerhoof.com]
Sent: Friday, October 15, 2010 8:29 AM
To: Chapman, Shannen
Cc: Kari Motley
Subject: RE: Landscaping bond

Shannen

10/20/2010

Can you accept this email as me accepting the modified 3 year surety as outlined in the letter sent on Oct. 7, 2010 from the City?

The water feature should be done on Monday or Tuesday, so I think this bond is the last item – Market of Choice is shooting to open two weeks from today, so let me know if there is anything I can do to assist moving this along.

Darren

From: Chapman, Shannen [mailto:Shannen.Chapman@ci.corvallis.or.us]
Sent: Friday, October 15, 2010 7:52 AM
To: Darren Dickerhoof
Cc: Russell, Kevin
Subject: RE: Landscaping bond

Hi Darren,

I am still waiting for the approval of the edited form from the city attorney, I am hoping to have that today. Once I receive the ok I will send it onto Kari. In the mean time we will also need a letter from you stating that you accept the modified 3 year surety (as outlined in the letter sent on Oct. 7, 2010 - attached).

Thank you,
Shannen

Shannen Chapman

Land Development Code Inspector
City of Corvallis Development Services
541-766-6929
shannen.chapman@ci.corvallis.or.us

From: Darren Dickerhoof [mailto:Darren@dickerhoof.com]
Sent: Friday, October 15, 2010 7:37 AM
To: Kari Motley
Cc: Chapman, Shannen
Subject: Landscaping bond

Kari

I got the PIPC bond Wed. and gave it to the City – just checking the status of the landscaping bond?

Darren

10/20/2010



P.O. Box 1583

Corvallis, OR 97339

Ph. 541-754-3630

Fax 541-754-3690

Email darren@dickerhoof.com

www.dickerhoof.com