

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

Permit # / Project Name: USFS Fleet Building: BLD11-00479; LND12-00002

Date of Inspection

Date of Installation Acceptance

Three-Year Expiration Date

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	\$ <u>21,071.00</u>
	50% Bid Amount	\$ <u>10,535.50</u>
	Admin. (add 20% of 50% Bid Amount	\$ <u>2,107.10</u>
	Total Bond Amount	\$ <u>12,883.00</u>

- 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. 070-013-355

KNOW ALL PEOPLE BY THESE PRESENTS that we CORVALLIS STATION, LLC, as Principal, and SAFECO INSURANCE 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 TWELVE THOUSAND EIGHT HUNDRED EIGHTY THREE Dollars (\$ 12,883) 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 # BLD11-00479, 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 United States Forest Service at Corvallis Station.

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 # BLD11-00479, Condition #           , 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 16th day of JANUARY 2012.

CORVALLIS STATION, LLC

Principal

By: , mgr.

SAFECO INSURANCE COMPANY OF AMERICA

Surety

By:   
Attorney-In-Fact  
BETTY L. TOLENTINO

Approved As to Form:

Corvallis City Attorney

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On JANUARY 16, 2012 before me, Janet C. Rojo, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Betty L. Tolentino

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Signature of Notary Public

Place Notary Seal Above



## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

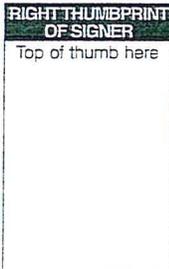
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4888895

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JANET C. ROJO, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, KEVIN RE, MARICELA SANTOS, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FOUR HUNDRED MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 400,000,000.00\*\*\*\*\* ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of September, 2011.



SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey  
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 16th day of JANUARY, 2012.



By Gregory W. Davenport  
Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**cedar  
landscape, inc.**

✓ Davis Beach  
✓ Curran

PROJECT: US Forest Service Station  
 BID DATE: 6/30/11  
 PLAN DATE: 5/18/11  
 PROPOSAL DATE: 6/29/11

The bid price is based on the following conditions and, therefore, these conditions must be incorporated into any contract agreement. Any changes to these assumed conditions may change the bid price.

## Landscape & Irrigation Proposal

### I. INCLUDES:

1. Installation per plan sheets L2.1, L3.1, L8.1, Design Build Irrigation system, Add. #1&2, and as follows:
2. (1) Move-in for sleeving and (1) move-in for the start of construction.
3. Seeded lawn with soil prep of lime @ 50 lbs/1000 SF and fertilizer @ 10 lbs/1000 SF (test for indigenous weeds upon request, at additional cost).
4. Plant material planted with backfill soil mixed with compost and fertilizer.
5. Mulch is 2" thick medium Fir barkdust.
6. Fine grading of seed and bed areas.
7. Incidental rock and debris removed from landscape placed at nearest curb.
8. Clean up of paved surfaces is broom swept for soiling caused only by Cedar's work.
9. 30 Days establishment maintenance from completion of landscape installation.
10. Automatic irrigation system based on a 1" water meter with a minimum of 65 psi static pressure.
11. System zoned separately between lawn & shrubs; Head to head coverage in lawn areas and 80% coverage in bed areas.
12. Irrigation trench backfill is with native excavated soil (if soil is found unsuitable, imported sand may be used at an additional cost). Sleeving backfill under all paving is compacted sand.
13. Warranty is for 1 year from completion except for loss due to theft, neglect, vandalism, extreme weather, or other conditions beyond Cedar's control.

### II. EXCLUDES:

1. Removal or placement of topsoil to attain finish grade. Cedar is not responsible for determining or accepting that grade provided for landscape work meets specifications or plans nor for guaranteeing that existing on site soil is free of noxious weed seeds or roots. (Test for indigenous weeds upon request at additional cost).
2. Offsite disposal of excess trench spoils. (Excess trench spoils will be spread onsite).
3. Power washing of paved surfaces.
4. Cutting, boring, tunneling or patching of (or through) paved surfaces or walls.
5. Guarantee of germination or establishment of seeded lawn sown between Oct. 1 and March 1.
6. Repair or restoration of existing landscape and irrigation damaged by others (performed on T&M basis).
7. Removal of existing vegetation or herbicide spray (trees, shrubs, blackberries, weeds, etc.).
8. Any hard site fixture or furnishing (pots, benches, edging, raised planters, pavers, fencing, etc.).
9. Permit fees (Minimum permit fees have inflated the price. The Low Voltage and backflow permits will cost much less if purchased as part of the Electrical & Plumbing Permit).
10. Erosion or dust control measures (including seeding).
11. Water meter.
12. Drainage (includes site, area, individual planting hole, etc.).
13. Excavations through any buried obstructions larger than 2 ft in any dimension.
14. The cost of a performance bond if required.

14375 S. W. Patricia Ave., Hillsboro, Oregon 97123 (503) 625-3700, Fax (503) 628-0248



**III. GENERAL CONTRACTOR TO PROVIDE:**

1. Finish grade within 1/10th of a foot of slope with plantable soil acceptable to the Architect.
2. Power hook-up to controller and conduit chase to exterior planting bed for control wires.
3. 1.5" Stub-out with 1.5" gate valve at point of connection.
4. Pressure reducer if static pressure is over 150-psi or booster pumps if static pressure is below 50-psi.
5. Five working days notification for move-ins.
6. 7 Working days to complete the job, excluding inclement weather, with a crew size of 6 men.
7. The cost of all water necessary to perform work under this proposal.
8. For reasons of safety, The General Contractor and/or its subcontractors are to provide locates for underground private utilities, which are not located by the Utilities Notification Center, with markings per the standard utilities colors.

**Additional notes:**

Bid based on Davis Bacon Wage for Benton County.

Bid based on installing materials per specifications, where provided, and otherwise Cedar's standard methods and specifications are used, as described in this proposal.

Some of the specified plants may not be available at the time of installation & will require approved substitution.

Landscape & Irrigation

Total \$21,071.00

Alternate #1: Annual maintenance, which includes: mowing, edging, fertilization, weeding, blowing, application of herbicides, winterization and reactivation of irrigation system.

Add \$5,306.00

	mat'l	labor
Plant mat'l:	\$6291	\$2300
soil lamendment:	\$750	\$1000
mulching:	\$1520	4000
irrigation:	14510	2500
	<u>\$13070</u>	<u>\$8400</u>

This Price Is Valid For 30 Days

**Mike Grace**

(503) 625-3700 Ext. 17

mikeg@cedarlandscape.com

**LANDSCAPE BUSINESS LICENSE CCB # 5843**