

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

Permit # / Project Name: BLD14-00297/ LND16-00010 Toyota of Corvallis

Date of Inspection

Date of Installation Acceptance

Three-Year Expiration Date April 2019

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>159,439.00</u>
50% Bid Amount	\$	<u>79,719.50</u>
Admin. add 20% of 50% Bid Amount	\$	<u>15,943.90</u>
Total Bond Amount	\$	<u>95,663.40</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. 106452497

KNOW ALL PEOPLE BY THESE PRESENTS that we Toyota Motor Sales, U.S.A., Inc., as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Connecticut, Surety are held and firmly bound unto the City of Corvallis, Oregon, in the sum of Ninety Five Thousand Six Hundred Sixty Three and 40/100 Dollars (\$ 95,663.40) 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 # BLD14-00297, 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 Toyota of Corvallis.

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 # BLD14-00297, Condition # 42, 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 29th day of March, 2016.

Toyota Motor Sales, U.S.A., Inc.

Principal

By:

James Ross, Attorney-In-Fact

Travelers Casualty and Surety Company of America

Surety

By:

James Ross, Attorney-In-Fact

Approved As to Form:

Corvallis City Attorney



Proposal

July 23, 2014

Submitted To: **Scott Davies**
 1530 SW Taylor St.
 Portland, OR. 97205,

Project: **Toyota Corvallis COMBINED**
 800 NW 5th St.
 Corvallis, OR.,

DeSantis Landscapes, Inc. proposes to perform Landscape Services as set forth in the "Scope of Work" and to furnish all labor, materials and equipment necessary to perform these services in an efficient and professional manner.

** Scope of Work **

	Price
Site Prep	\$ 9,729
<p>Scope to include MOB, layout of work, Supervision. Quoted at private wages. Quoted as per Sheets: L01.01, L01.02, L02.01, L02.02 Dated 3/4/14 Specifications: 328000, 329000 sheet notes Includes: Initial clear and grub of riparian area and disposal of spoils, ARBORIST SERVICES AS RELATED TO RIPAREAN AREA WORK. Tilling of NEW soil as placed. MULTIPLE MOBS AS PER STAGING SCHEDULE EXCLUSIONS: Erosion Control measures, Site fencing Sub-grade ripping preparation, Drainage systems of any type.</p>	
Import Topsoil & Place	\$ 53,889 26,944
<p>Scope to include provide and CAD placement of sandy loam topsoil to planting areas @ 24" depth as per specifications (Approx. 2000 CY)</p>	
Import Compost and Amend	\$ 8,382
<p>Scope to include provide and place 2" compost amendment to planting soils and incorporation to surface as per specifications. (approx. 185 CY)</p>	
Irrigation New Installation	\$ 39,527
<p>Scope to include materials and labor to install underground automatic irrigation system as per plans and specifications. ASSUMES POC BY OTHERS WITH STUB-OFF OR DCV CONNECTION. POWER TO CONTROLLER LOCATION BY OTHERS. CONDUITS INTO BUILDING BY OTHERS. INCLUDES MOB, LABOR AND MATERIALS FOR SLEEVING INSTALLATION. ASSUMES SLEEVING CAN BE DONE IN ONE CONTINUOUS OPERATION.</p>	
Plants Planting Mulch	\$ 74,857
<p>Scope to include provide and install trees, shrubs and ground covers as per plans and specifications. Includes provide and place barkdust mulch cover to planting areas. Includes riparian area preparation, jute netting, rodent controls as per specifications. Includes tree root barriers as per specifications.</p>	
Paver Installation (Sheet A00.30)	\$ 66,988
<p>Scope to include provide and SAND SET Hanover PREST Pavers. These pavers were specified in the "finishes" document Sheet A00.30 Hanover Prest Paver Color "Matrix" #M1151 "Heavy Tudor" Finish Approx 3500 Sq Ft area</p>	

*total for bond = \$159,439
 bond amount req = \$95,663.40*

Credit to use Alternate Pavers

\$ \$0

THE CREDIT TO USE BELGARD "URBANA" 12"x12" (80MM) PAVERS IN LIEU OF THE SPECIFIED HANOVER PREST PAVERS IN THE DISPLAY AREA SHOWN ON SHEET A00.30 WOULD BE \$21,125.00

Paver Installation (Sheet A00.63)

\$ ~~\$78,225~~

Scope to include provide and SAND SET Hanover PREST Pavers. These pavers were specified in the "finishes" document Sheet A00.30
Hanover Prest Paver Color "Matrix" #M1151 "Heavy Tudor" Finish
Approx 4275 Sq Ft area as shown on A00.63 for large display area.

Credit to use Alternate Pavers

\$ \$0

THE CREDIT TO USE BELGARD "URBANA" 12"x12" (80MM) PAVERS IN LIEU OF THE SPECIFIED HANOVER PREST PAVERS IN THE LARGE DISPLAY AREA SHOWN ON SHEET A00.63 WOULD BE \$27,500.00

We propose hereby to complete the specifications for the sum of: \$ ~~\$331,598~~
256,514

Terms & Conditions

Price subject to change if not accepted within 30 days of Proposal Date.

Payments: - monthly progress billings will be made when applicable
- balance due will be billed upon completion

Net payment due 15 days after statement date. To avoid a service charge of 1.75% per month, payment must be received within 25 days of statement date.

By signing I acknowledge that I have received and agree with the attached contract provisions.

All Workmanship Guaranteed.

By: _____ Date _____
Kyle Glynn
Landscape Construction Consultant

Accepted: _____ Date _____
Scott Davies

Bonded & Insured, Landscape Contractors Board license #5876
2111 Front St NE, Ste 2-101, Salem, OR 97301 Phone: 503-967-6291

Please sign and return one copy.

DeSantis Landscapes, Inc. - 7907 State St, Salem, OR 97317 - Ph. 503-364-8376 - Fx. 503-364-8064

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On **MAR 29 2016** before me, Daravy Mady, Notary Public, personally appeared James Ross 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 _____

Daravy Mady

Daravy Mady, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On **MAR 29 2016** before me, Daravy Mady, Notary Public, personally appeared James Ross 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 *Daravy Mady*
Daravy Mady, Notary Public

Power of Attorney

Toyota Motor Sales, U.S.A., Inc., a California corporation located at 19001 South Western Avenue, Torrance, Ca 90501, Federal Employer Identification Number 94-1369354, hereby appoints, jointly and severally, the employees of Aon Risk Insurance Services West, Inc., ("Aon"), identified below, its true and lawful attorney-in-fact, to act in its place solely to obtain, execute, seal and deliver surety bonds ("Surety Bonds") requested by Toyota Motor Sales, U.S.A., Inc. in writing from time to time (on behalf of Toyota Motor Sales, U.S.A., Inc (hereinafter "TMS"), Toyota Motor Credit Corporation ("TMCC"), Toyota Motor Insurance Services ("TMIS") or such affiliated companies of TMS as designated in writing by TMS from time to time), provided, however, the amount of any single surety bond issued under the authority of this Power of Attorney shall not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).

Aon Employees-Los Angeles

James Ross
Daravy Mady
Renato Reyes
KeAna D. Conrad
Nick Elmasry

TMS further grants to its Attorney in Fact full authority to act in any manner both proper and necessary to exercise the foregoing power, including without limitation, the authority to countersign such surety bonds requested in writing by TMS on behalf of TMS, TMCC and TMIS (or such designated affiliated corporation of TMS) and to ratify every act that it may lawfully perform in exercising those powers. This Power of Attorney is limited to those actions required to process surety bonds requested in writing by TMS to be issued on behalf of TMS, TMCC and TMIS (or its designated affiliated companies), and does not give Aon, nor any individual named above the power to conduct any other business or other transaction on behalf of TMS or any of its affiliates.

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until June 30, 2016, unless earlier terminated by either party upon ten (10) days written notice to the other party by certified mail.

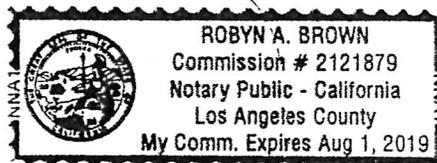
IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Power of Attorney on behalf of TMS.

Dated: 8-18-15

Toyota Motor Sales, U.S.A., Inc.

By: [Signature]
Sandra L. Phillips

Its: Group Vice President and General Counsel



[Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

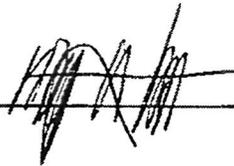
County of Los Angeles

On AUGUST 18, 2015 before me, **ROBYN A. BROWN, NOTARY PUBLIC** personally appeared SANDRA L. PHILLIPS 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 she executed the same in her 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



(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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. 228903

Certificate No. 006558547

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty 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 are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John T. Lettieri, Tom Branigan, John Gilliland, James Ross, Nathan Varnold, and Daravy Mady

of the City of San Francisco, State of California, 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, 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of January, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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]
Robert L. Raney, Senior Vice President

On this the 6th day of January, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[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., 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, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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.

MAR 29 2016

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

Kevin E. Hughes
Kevin E. Hughes, 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.



Empower Results®

Aon Risk Solutions

March 29, 2016

Gitte Olsen
TOYOTA MOTOR SALES, U.S.A., INC.
19001 South Western Avenue
Torrance, CA 90501

RE: CITY OF CORVALLIS, OREGON
Bond #: 106452497
Project: Three-Year Landscape Maintenance Bond
Bond Amount: \$ 95,663.40

Dear Gitte:

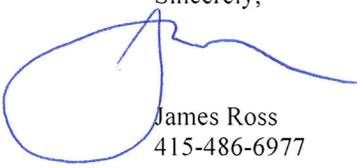
Enclosed please find the above captioned bond(s) executed per your request.

The bond(s) must be sealed with the corporate seal if applicable.

It is your responsibility to carefully review the bond(s) prior to filing to verify they have been presented on the correct form with the appropriate names(s), bond amounts and dates, and to ensure the bond(s) conform with your needs and instructions to us and provide the appropriate terms to all parties. Any discrepancies, deficiencies or modifications must immediately be brought to our attention, in writing. Failing such advice to us, you understand we will have no liability for any deficiencies or discrepancies in or required modifications to the bond(s).

By providing this bond(s) to the obligee you are verifying and, we will justifiably assume, the bond(s) has been issued correctly with the best interests and requirements of all parties being properly considered.

Sincerely,



James Ross
415-486-6977