

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

Permit # / Project Name: BLD14-00666 / Sunnyside Townhomes HPSV surety

Date of Inspection *LND16-00016*

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	\$ 14,000.00
50% Bid Amount	\$ 7,000.00
Admin. add 20% of 50% Bid Amount	\$ 1,400.00
<b>Total Bond Amount</b>	<b>\$ 8,400.00</b>
  - 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. 106501367

KNOW ALL PEOPLE BY THESE PRESENTS that we Grafic, LLC, as Principal, and Travelers Casualty and Surety Company of \* Connecticut, 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 Eight Thousand Four Hundred & No/100--- Dollars (\$ 8,400.00---) for the payment of which, well and truly to be made, the executors, administrators, successors and assigns, jointly and severally, firmly by these presents. \*America

Pursuant to Building Permit Case # BLD14-00666, 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 Sunnyside Townhomes HPSV located at 3140 NW 9th St., Corvallis, OR.

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 # BLD14-00666, Condition #5 & 6, 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.

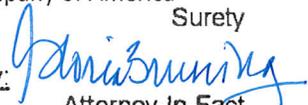
To release this guarantee at the end of the three-year period, the developer shall provide a report to Development Services, prepared by a licensed arborist or licensed landscape contractor and shall verify that 90 percent ground coverage has been achieved, either by successful plantings or by the installation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

WITNESS our hands and seals this 28th day of April, 2016 .

Grafic, LLC  
Principal

By: 

Travelers Casualty and Surety  
Company of America  
Surety

By:   
Attorney-In-Fact  
Gloria Bruning

Approved As to Form:

  
Corvallis City Attorney



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. 228995

Certificate No. 006340869

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

Gene M. Dietzman, Gloria Bruning, John D. Klump, Philip O. Forker, Ray M. Paiement, Vicki Mather, J. Patrick Dooney II, Richard W. Kowalski, Brent Olson, Joel Dietzman, Tami Jones, Karen A. Pierce, and Christopher Reburn

of the City of Portland, 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, 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 15th day of July, 2015.

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 15th day of July, 2015, 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

**eo landscaping**

PO Box 339, Elmira, Oregon 97437  
p. 541.912.5869 f. 541-998-2966  
Contractors License #7904

**Plant Materials and Labor Cost**

**Customer Information**

Name: BR Slayden  
Address: PO Box 13128, Salem, OR 97309  
Job Address: NW 9<sup>th</sup> St, Corvallis, OR/9-plex  
Phone/fax: 541-905-3120 or 503-779-7357  
Email: [brett@brslayden.com](mailto:brett@brslayden.com) or [pete@sasc.biz](mailto:pete@sasc.biz)

**Address of Cost Breakdown:**

HSVA

Cost breakdown:

Plants and trees: \$4,200.00  
Bark: \$4,000.00  
Irrigation, backflows, permits, control clocks: \$1,600.00  
Stakes and ties: \$200.00  
Labor: \$4,000.00  
  
Total: \$14,000.00