

## COUNTY OF FAIRFAX SURETY VALUE ESTIMATE



A. ESTIMATE TO: (Check One)	(One) Establish New Surety: [X] New Unit Prices: [ ]		t Prices: [ ]							
	Other: [ ]	Reduce \$	Reduce Surety on File: [ ]							
Lines 1-9 TO BE COMPLETED BY	Y ENGINEER OR LAND SURVEYOR	1								
Plan Name:	Parkwood Oaks									
2. Plan Number										
Map Reference:	48-2 ((5)) 0005 & 0005F									
4. Location:	601 Marshall Road, SW									
5. Zoning Category:	RS-16									
6. Disturbed Acreage:	2.93	Acres:	2.93 Lots/DU's:	6						
7. Type of Project:	Subdivision Plan		Months/Time Limit:	12						
8. Engineer or Surveyor (Firm):	Land Design Consultants, Inc	,								
Address:	4585 Daisy Reid Avenue, Suite	201, Woodbridge,	VA 22192							
Telephone:	703-680-4585	Email:	bprice@LDC-va.con	<u>n</u>						
9. Prepared by:	Bruce J Price, PE	Bruce J Price, PE								
Date:	December 17, 2020									
5678	WHITE CAND			W.S.						
10. Contact Name: Connor Sekas - Ape	x Developers, LLC									
11. Address: 407-L Church Street, N	I.E., Vienna, VA 22180									
12. Telephone: (703) 242-2300										
13. Email: Connor@SekasHomes.c	com									
C. DEVELOPER APPLICATION F	OR REDUCTION OF SURETY AMO	UNT								
Lines 14 - 19 must be completed by the	e Developer									
14. Prior to filing this application wi PLEASE COMPLETE the infor	th the Site Development and Inspecti mation on lines 14 -19 below.	ons Division for co	nfirmation by the site inspecto	ľ,						
15. Failure to furnish all requested in the processing of the reduction	nformation will result in delays in sub on of the securities for the project.	mission of this app	lication and further delays							
16. [ ] An estimate, prepared by	a professional engineer/surveyor is a	ittached.								
17. [ ] A fee in the correct amou	nt is enclosed.									
18. The agreement for this project of	expires on:/	/(Da	ite)							
all work for which this request for	divider represents and certifies that to r partial security reduction is submitte ditions and terms of the Agreement a	ed has been comple	eted in full, in accordance with	lief,						
Developer:	Signatu	ıre:	Date:							
Address:	/		Telephone:							
D. SITE DEVELOPMENT AND INS	PECTIONS DIVISION - Reserved for	or County Use								
An inspection was performed on the percent (%) as corrected or attached		) and I concur with	[ ] percent (%) presented	or [ ]						
Inspector's Signature:										
Area Supervisor's Signature:										

Plan Number:	0		Plan Name	:		Parkw	ood Oaks		
E. PUBLIC IMPROVEMENTS - PUBLIC MAINT	ENANCE						FOR REDU	ICTION EST	MATE ONL
							For	County Us	e Only
1. STORM DRAINAGE	Qty.	Unit	Unit Cost		Total	% Comp	% Confirmed	\$ Amount To Date	Unfinished Work
				\$					
				\$					
				\$					
				\$					
				\$					
				\$	-				
				\$					
				\$					
				\$					
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				\$					
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				\$					
				\$	-				
				\$	-				
				\$					
				\$					
				\$	-				
				\$					
				\$					
			h	\$	-	Subtotal			
Storm Video Completed	YES	NO							
				-				County Us	
STORMWATER MANAGEMENT FACILITIES	Qty.	Unit	Unit Cost		Total	% Comp	% Confirmed	\$ Amount To Date	Unfinished Work
DRY PONDS AND UNDERGROUND DETENTION VAULTS ONLY! (All other facilities shall be included on page 5)						Jayana			n-h toll
Bioretention Facilities (6 Total)	2590	CF	\$ 6.00	1 s	15,540.00				
Distriction 1 delines (5 Fota)				\$					
				\$	-				
				\$	-				
				\$	-				
				\$					
				\$					
				\$					
		-		\$	15,540.00	Subtotal			
2. UTILITIES	Qty.	Unit	Unit Cost		Total	%	%	\$ Amount	Unfinished
	u.y.	-		T \$		Comp	Confirmed	To Date	Work
Water System:	-	F.	e 700 00	-	4,338.00	-			
1" Service Connection (Incl. Corp. Stop., Tubing, Meter)	6	EA EA	\$ 723.00 \$ 4,609.00		27,654.00				
Wet Tap of Live Line - 2" Tap & Street Patch	-	EA	\$ 4,609.00	\$	27,034.00				
		_		\$					
				\$					
				\$					
				\$					
				\$	-				
				\$					
Sanitary System					12,192.00				
Sanitary System:	6	FA	1 \$ 2 032 00						
Sanitary System: Connect to Existing Main with Clean Out	6	EA	\$ 2,032.00		-				
	6	EA	\$ 2,032.00	\$		-			
	6	EA	\$ 2,032.00	\$ \$					
	6	EA	\$ 2,032.00	\$ \$ \$	-				
	6	EA	\$ 2,032.00	\$ \$ \$ \$	-				
	6	EA	\$ 2,032.00	\$ \$ \$ \$ \$	-				
	6	EA	\$ 2,032.00	\$ \$ \$ \$		Subtotal			

	0		Plan Nar	ne:		Park	wood Oak	5		
3. STREET CONSTRUCTION								IMATE ONL		
							For Count		nty Use Only	
DEDICATED RIGHT-OF-WAY	Qty.	Unit	Unit Cost		Total	% Comp	% Confirmed	\$ Amount To Date	Unfinished Work	
Entrances/Driveways, CG-9B	100	SY	\$ 72	00 \$	7,200.00					
Sidewalk, Concrete 4"	350	SY	\$ 54		18,900.00					
astrain, contact 4				\$						
				\$	-					
				\$						
				\$						
				\$						
				\$						
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				\$						
				\$		-				
				- 4	26,100.00	Subtotal				
	GRESS -	EGRES	S - PRIVATE I			Subtotal	For	County Us		
4. PRIVATE STREETS/VEHICULAR INC	GRESS -	EGRES Unit	S - PRIVATE I			% Comp	For % Confirmed	County Use \$ Amount To Date	e Only Unfinished Work	
			Unit	MAINTE	NANCE	%	%	\$ Amount	Unfinished	
	Qty.	Unit	Unit Cost	MAINTE	NANCE Total	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	7AINTE	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	MAINTE	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	90 \$ \$ \$ \$ \$	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	90 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Total  2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	90 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	90 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	90 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	## AINTE	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	#AINTE	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	## S	Total  2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	7AINTE	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	#AINTE	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	#AINTE	Total 2,660.00	%	%	\$ Amount	Unfinished	
ПЕМ	Qty.	Unit	Unit Cost	#AINTE	Total 2,660.00	%	%	\$ Amount	Unfinished	

	0		Plan Name:	4		Parkwo	od Oaks			
							4.4	UCTION EST		
								County Us	_	
5. CRITICAL SLOPE STABILIZ	ATION ME	ASURE	S				Foi	County Us	e Only	
ITEM	Qty.	Unit	Unit Cost		Total	% Comp	% Confirmed	\$ Amount To Date	Unfinished Work	
				\$	-					
				\$	-					
		-		\$	-					
		_		\$	<u>-</u> -					
		-		\$	-					
				\$		Subtotal				
						Castotal				
6. PROFFER- DEVELOPMENT	PLAN FA	CILITIES	S				For County Use Only			
	T	_	Unit			%	%	\$ Amount	Unfinished	
ITEM	Qly.	Unit	Cost		Total	Comp	Confirmed	To Date	Work	
		_		\$	· ·					
		-		\$	-	_	-			
		-		\$	-					
	-	-		\$						
		-		\$	-					
	1	-	1	\$	-	Subtotal				
7. ENGINEERING, SURVEY AN	ID SITE W	DRK					For County Use Only			
			Unit			%	%	\$ Amount	Unfinished	
ITEM	Qty.	Unit	Cost	1	Total	Comp	Confirmed	To Date	Work	
Survey As-built	1	LS	\$ 8,045.00		8,045.00					
Test Pits, not exceeding 15' deep	6	EA	\$ 1,529.00		9,174.00					
Clear & Grub	2.93	AC	\$ 13,398.00		39,256.14					
Demolition - Bldg, pavement, sidewalk	1200	SY	\$ 105.00	-	126,000.00					
Grading, Site Grading	14200	SY	\$ 1.00	\$	14,200.00					
				\$	-					
				\$	-					
				\$	-					
		-		\$	-					
				\$	196,675.14	Subtotal				
				-	100,070,17	Cooteto				
8. SUBTOTAL ( Sections 1 to	7 above)	\$			285,159.14					
9. GENERAL CONDITIONS (Includ			d office, job		285,159.14		For	County Use	e Only	
9. GENERAL CONDITIONS (Includ			d office, job				For	County Use	e Only	
9. GENERAL CONDITIONS (Includ sign, & general supervisions.)	es mobiliza	tion, fiel	villa .	\$	TOTAL		For	County Use	e Only	
9. GENERAL CONDITIONS (Includ sign, & general supervisions.)	es mobiliza	tion, fiel	000.00 :	\$			For	· County Use	e Only	
9. GENERAL CONDITIONS (Includ sign, & general supervisions.)  9a. Minimum \$14,100.00 and if Its Add 5% of overage Amount (S	es mobiliza em 8 is ove Subtotal-8 r	tion, fiel r \$275,0 minus 2	000.00 : 75,000.00)	_	TOTAL 14,100.00		For	· County Use	e Only	
9. GENERAL CONDITIONS (Includ sign, & general supervisions.)  9a. Minimum \$14,100.00 and if Its Add 5% of overage Amount (\$95. Enter below additional items of the state of t	es mobiliza em 8 is ove Subtotal-8 r	tion, fiel r \$275,0 minus 2	000.00 : 75,000.00)	\$	14,100.00 507.96		For	County Use	e Only	
9. GENERAL CONDITIONS (Includ sign, & general supervisions.)  9a. Minimum \$14,100.00 and if Its Add 5% of overage Amount (\$95. Enter below additional items of the state of t	es mobiliza em 8 is ove Subtotal-8 r	tion, fiel r \$275,0 minus 2	000.00 : 75,000.00)	\$	TOTAL 14,100.00		For	County Use	e Only	
9. GENERAL CONDITIONS (Includ sign, & general supervisions.)  9a. Minimum \$14,100.00 and if Its Add 5% of overage Amount (S	es mobiliza em 8 is ove Subtotal-8 r	tion, fiel r \$275,0 minus 2	000.00 : 75,000.00)	\$ \$ \$	14,100.00 507.96		For	County Use	e Only	
9. GENERAL CONDITIONS (Includ sign, & general supervisions.)  9a. Minimum \$14,100.00 and if Its Add 5% of overage Amount (S	es mobiliza em 8 is ove Subtotal-8 r	tion, fiel r \$275,0 minus 2	000.00 : 75,000.00)	\$	14,100.00 507.96	Subtotal	For	County Use	e Only	
9. GENERAL CONDITIONS (Including sign, & general supervisions.)  9a. Minimum \$14,100.00 and if Its Add 5% of overage Amount (99b. Enter below additional items conditions	es mobiliza em 8 is ove Subtotal-8 r or detailed a	tion, fiel r \$275,0 minus 2	000.00 : 75,000.00)	\$ \$ \$ \$	14,100.00 507.96	Subtotal	For	County Use	e Only	
9. GENERAL CONDITIONS (Including sign, & general supervisions.)  9a. Minimum \$14,100.00 and if it Add 5% of overage Amount (99b. Enter below additional items occurred to the conditions.	es mobiliza em 8 is ove Subtotal-8 r or detailed a	tion, fiel r \$275,0 minus 2	000.00 : 75,000.00)	\$ \$ \$ \$	14,100.00 507.96	Subtotal				
9. GENERAL CONDITIONS (Included Ign, & general supervisions.)  9a. Minimum \$14,100.00 and if Ith Add 5% of overage Amount (9b. Enter below additional items of conditions  10. TOTAL BONDED ITEMS (Section 11. CALCULATION OF SURETY AM	es mobiliza em 8 is ove Subtotal-8 r or detailed a	r \$275,(minus 2	000.00 : 75,000.00)	\$ \$ \$ \$	14,100.00 507.96	Subtotal		County Use		
9. GENERAL CONDITIONS (Included Ign, & general supervisions.)  9a. Minimum \$14,100.00 and if Ith Add 5% of overage Amount (9b. Enter below additional items of conditions  10. TOTAL BONDED ITEMS (Section 11. CALCULATION OF SURETY AM	es mobiliza em 8 is ove Subtotal-8 r or detailed a	r \$275,0 minus 2	000.00 : 75,000.00)	\$ \$ \$ \$	14,100.00 507.96 - - 14,607.96 299,767.10	Subtotal				
9. GENERAL CONDITIONS (Including Sign, & general supervisions.)  9a. Minimum \$14,100.00 and if Its Add 5% of overage Amount (\$100.00 and the Add 10% for Administration for first \$1,000 and \$100.00	es mobiliza em 8 is ove Subtotal-8 r or detailed a ction 8 & 9) MOUNT Subtotal	r \$275,(minus 2	000.00 : 75,000.00)	\$ \$ \$ \$	14,100.00 507.96	Subtotal				
9. GENERAL CONDITIONS (Includes Ign, & general supervisions.)  9a. Minimum \$14,100.00 and if Its Add 5% of overage Amount (\$10.00 and the seconditions and the seconditions are seconditions.	es mobiliza em 8 is ove Subtotal-8 r or detailed a ction 8 & 9) MOUNT Subtotal 0,000.00	r \$275,0 minus 2	000.00 : 75,000.00)	\$ \$ \$ \$	14,100.00 507.96 - - 14,607.96 299,767.10	Subtotal				



January 14, 2021

Town of Vienna Department of Public Works 127 Center Street S Vienna, VA 22180

## Ladies and Gentlemen:

We hereby authorize the Director, Department of Public Works (hereinafter DPW), or agent to draw on us for the account of Apex Developers, LLC, 407-L Church Street, N.E. Vienna, VA 22180 up to an aggregate amount of (\$329,743.81) Three Hundred Twenty-Nine Thousand Seven Hundred Forty-Three 81/100 U.S. Dollars available by your drafts at sight accompanied by certification of the Director, DPW, that the developer failed to complete installation in accordance with a plan known as Parkwood Oaks or otherwise failed to perform in accordance with an agreement dated January 14, 2021 between Apex Developers, LLC, (the "Developer"), and the Town. This Letter of Credit is irrevocable and unconditional.

## We hereby further agree that:

- (a) Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented at our office on or before **January 14**, **2023**.
- (b) Funds available under this Letter of Credit shall be paid by us in such amounts and at such times as determined by the Director, DPW, in his sole discretion, provided that the amount drawn shall not exceed the aggregate amount specified herein. Funds shall be remitted by electronic funds transfer for the benefit of the "Town of Vienna" in accordance with the delivery instructions accompanying your draft and notice of said transfer shall be simultaneously directed to the attention of the Chief, Bonds and Agreements Center.
- (c) We shall have no right, duty, obligation or responsibility to evaluate the performance or nonperformance of the underlying contract between our customer and the beneficiary of this Letter of Credit.
- (d) We hereby agree that no change, extension of time, alteration or addition to work to be performed or to the plans and specifications relating to the same, shall in any way affect our obligations under this Letter of Credit, and we hereby waive notice of any such change, extension of time, alteration, or addition, on the understanding that no such change, extension of time, alteration, or addition shall increase the amount of our obligation under this Letter of Credit.
- (e) It is a condition of this Letter of Credit that it will be automatically extended for successive six (6) month periods of time unless thirty (30) days prior to an expiration date we notify the Director, DPW, in writing by registered mail, that we elect not to renew this Letter of Credit for such additional period.
- (f) Upon receipt by you of such notice of non-renewal or in the event of a default, you may draw hereunder by means of your drafts on us, at sight accompanied by your written certification that

you have not released liability under the aforesaid agreement or undertaking and the proceeds of your draft will be used by you to meet eventual payments under your agreement or until your undertaking is satisfied. You will refund to us the amount paid, less any amounts which may have been paid by you in the meantime under this agreement or undertaking. A default shall be deemed to have occurred on the part of the Developer whenever, in the sole judgment of the Director, DPW, the Developer is not diligently and satisfactorily completing the improvement for which the Letter of Credit has been given as security or at the date the underlying agreement, or any extension thereof, expires.

- (g) If the issuer of this Letter of Credit becomes critically undercapitalized, as defined in the Code of Federal Regulations, or insolvent, as defined in any applicable federal or state statute or regulation, the Town shall be immediately entitled to draw on this Letter of Credit. In such event, you may draw on this Letter of Credit by means of your drafts on us, at sight accompanied by certification of the Director, DPW, that the issuer of this Letter of Credit has become critically undercapitalized, as defined in the Code of Federal Regulations, or insolvent, as defined in any applicable federal or state statute or regulation. The refund provisions of paragraph (f) above would also apply to a draft under this paragraph.
- (h) Except so far as otherwise expressly stated, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce in effect on the date of issuance. The amount of any draft drawn hereunder must be endorsed on the reverse side hereof. All drafts must be marked "Drawn under Sandy Spring Bank Letter of Credit 1770618100-609 dated January 14, 2021."
- (i) Approval of this Letter of Credit by the Town shall be deemed acceptance without further notice to the bank and/or the Developer.

Sandy Spring Bank
17801 Georgia Avenue
Olney, MD 20832
73400
By: Benjamin H. Colvard, IV, Senior Vice President
STATE OF MARYLAND

COUNTY/CITY OF HOWARD

I, \_\_\_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that Benjamin H. Colvard, IV whose name is signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 13<sup>th</sup> day of January, 2021.

My commission expires:

Notary Public

(SEAL