

Bond No.: 1040708

CONTRACT AGREEMENT

THIS AGREEMENT made the 5th day of October 2020, by and between **NZI Construction Corporation, 11601 Spruce Avenue, Beltsville MD 20705** herein called the "Contractor," and **PRINCE GEORGE'S COUNTY, MARYLAND**, a body corporate and politic, herein called the "County."

Witnesseth, that the Contractor and the County for the considerations here mentioned agree as follows:

Article 1. **Scope of Project:** The Contractor shall furnish all labor, equipment, materials, supervision and perform all of the work shown on the drawings and described in the specifications entitled **Asphalt Resurfacing and Related Roadway Improvements – 5 Contracts**, prepared by Prince George's County, Maryland, Department of Public Works and Transportation, who (or their successor) is herein called the "Engineer" and "Construction Manager," respectively; and shall do everything required by the Contract Documents (as defined in Part II Prince George's County General Terms and Conditions). The Drawings and Procurement Request which comprise part of the Contract Documents are listed below. All of the Contract Documents, including the County General Terms and Conditions, are incorporated in this agreement as if fully set forth herein.

Drawings: N/A

Proposal: **Asphalt Resurfacing and Related Roadway Improvements – 5 Contracts**

Article 2. **Time of Completion:** The Project shall be commenced in accordance with the County's "Notice To Proceed" and shall be completed within seven hundred thirty (730) calendar days thereafter, with the option of extending the contract for two (2) additional one (1) year terms. If the work is not completed per the contract and task duration, the Contractor will be liable for liquidated damages of Five Hundred Dollars (\$500.00) per calendar day late as specified in Article 7.12 of the General Terms and Conditions of the Contract.

Article 3. **The Contract Price:** The County shall pay the Contractor (subject to additions and deductions to reflect quantities of materials incorporated into the work and as specified herein) as follows:

Seven Million Three Thousand Six Hundred Fifty Dollars and Zero Cents (\$7,003,650.00)

Article 4. Special Provisions:

- A. NZI Construction Corp. hereby agrees to enter into Contract with the noted Minority Contractors/Suppliers to perform the following:

Name of Sub-Contractor/Supplier	Type of Work/Service	Contract Amount/%
NZI Construction Corp.	All Work	100%

- B. Contractor shall coordinate all work with the Project Manager.

Article 5. Manner of Payment: The County shall make payment on account of the Contract Price, in accordance with Article 8.03 of the General Terms and Conditions of the Contract.

The Contractor's Federal Tax Identification No. is 52-1446806.

Invoices should be prepared in duplicate in the name of the Prince George's County, Maryland, Department of Public Works and Transportation, and should indicate thereon the Contract No., and bear the following certification:

I/We certify that we have made payments from proceeds of prior payment, and/or that we will make timely payments from the proceeds of the progress or final payment now due, to subcontractors and suppliers in accordance with our contractual arrangements with them.

The Contractor (or authorized representative) shall sign the original invoice only, indicating the title of the signer, and mail to:

*Prince George's County, Maryland
Department of Public Works and Transportation
Office of Engineering and Project Management
9400 Peppercorn Place Suite 400
Largo, Maryland 20774*

Article 6. Final Completion and Final Payment: Final payment to be due thirty (30) days after Final Completion of the Project.

Upon receipt of written notice that the project is ready for final inspection and acceptance, said Engineer or Construction Manager shall promptly inspect the same. When he finds the work and materials acceptable under the Contract and that the Contract has been fully performed, and upon receipt of evidence satisfactory to him that all payrolls, material bills and other indebtedness connected with the Project have been paid, and release of liens have been furnished to the County, said Engineer or Construction Manager shall promptly issue an acceptance certificate, signed by him.

Said certificate shall state that the Contract has been fully performed according to its terms and that the work performed and materials furnished thereunder have been accepted by the Engineer or Construction Manager as being in accordance with the Contract; and shall set forth the balance found by said Engineer or Construction Manager to be due and payable to the Contractor.

If after Substantial Completion of the Project, Final Completion is materially delayed through no fault of the Contractor, and said Engineer or Construction Manager so certifies, the County shall, without terminating the Contract, pay the balance certified by the Engineer or Construction Manager to be due for that portion of Work fully completed and accepted. The terms and conditions of such certification shall be the same as those for final payment, above set forth, but payment pursuant thereto shall not constitute a waiver of claims.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Witness/Attest:

NZI Construction Corporation



Name: Matilde A. Nazario

Title: Corp. Sec.



Name: Joaquim F. Nazario

Title: President

Date: 8/21/20

PRINCE GEORGE'S COUNTY, MARYLAND



Floyd E. Holt
Deputy Chief Administrative Officer for
Government Infrastructure, Technology &
Environment



Reviewed and Approval Recommended
Terry L. Bellamy, Director
Department of Public Works and Transportation

Budgetary Data:

ARC No.: _____

Requisition No.: _____

Fund Source: _____

Title: _____

**Prince George's County, Maryland
Electronic Signature Agreement**

I, Joaquim F. Nazario, (insert name of individual) by signing this agreement on this 28th day of September 2020, as an individual or as a person authorized to bind the entity identified herein below (the "Entity"), on behalf of myself/Entity agree to conduct transactions with Prince George's County, Maryland (the "County") by electronic means. I agree that an electronic signature of an authorized Prince George's County, Maryland representative is the legal equivalent of his/her manual signature on the agreement attached hereto (the "Agreement"). By signing the Agreement, I/Entity consent(s) to be legally bound by the Agreement's terms and conditions. I/Entity further agree that the County's use of computer software, a key pad, mouse or other device to select an item, button, icon or similar act/action, in accessing, reviewing, approving and/or signing the Agreement, constitutes his/her signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by him/her in writing. I/Entity also agree(s) that no certification authority or other third party verification is necessary to validate the County's E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the County's E-Signature or any resulting contract between myself/Entity and the County.

NZI Construction Corp.
Name of Entity

By: Joaquim F. Nazario
Print Name: Joaquim F. Nazario
Title: President

Prince George's County, Maryland hereby agrees to conduct transactions with the above named Individual / Entity by electronic means in accordance with the terms set forth above and agreed to by Individual / Entity.

Prince George's County, Maryland

By: Floyd E. Holt
Print Name: Floyd E. Holt
Title: Deputy Chief Administrative Officer for
Government Infrastructure, Technology &
Environment