



## **SPECIAL MEETING AGENDA**

### **Special Meeting - Roadway Resurfacing Mandan Road**

**This meeting will be held in-person and virtual.**

**25 Crescent Road  
Greenbelt, MD 20770**

**OR**

**Virtual Participation**

**Zoom Webinar Attendees:**

**Please submit your request in writing via email to [questions@greenbeltmd.gov](mailto:questions@greenbeltmd.gov)  
<https://us02web.zoom.us/j/81087329823?pwd=6ZZkaglbhyFop9CRgMScjZMMKxjuel.1>**

**Dial-in: 301 715 8592**

**Webinar ID: 810 8732 9823**

**Passcode: 381657**

**Monday, July 29, 2024**

**7:00 PM**

### **Special Meeting**

Special Meeting - Roadway Resurfacing Mandan Road

Suggested Action:

#### Agenda

- Call to Order
- Roll Call
- Council Discussion
  - Roadway Resurfacing Mandan Road
  - Questions and Answers
- Other Items

[24.07.22\\_Memo\\_Approval\\_Road\\_Mandan.pdf](#)

[VMP Short Contract\\_FY25 \(002\).pdf](#)

[24.07.02\\_FY\\_2025\\_Manda\\_Ora\\_Mathew.pdf](#)

[24.07.02\\_FY\\_2025\\_Mandan\\_Greenbelt\\_Hannover.pdf](#)

## Special Meeting Agenda Item Report

Meeting Date: July 29, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Special Meeting Item

Agenda Section: Special Meeting

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### **Subject:**

Special Meeting - Roadway Resurfacing Mandan Road

### **Suggested Action:**

#### Agenda

- Call to Order
- Roll Call
- Council Discussion
  - Roadway Resurfacing Mandan Road
  - Questions and Answers
- Other Items

### **Attachments:**

[24.07.22\\_Memo\\_Approval\\_Road\\_Mandan.pdf](#)

[VMP Short Contract\\_FY25 \(002\).pdf](#)

[24.07.02\\_FY\\_2025\\_Manda\\_Ora\\_Mathew.pdf](#)

[24.07.02\\_FY\\_2025\\_Mandan\\_Greenbelt\\_Hannover.pdf](#)



Date: 22-July-2024

To: Mr. Josué Salmerón, City Manager

From: Brian Kim, Assistant Director of Public Works - Operations

Re: **FY25 Street Resurfacing & Miscellaneous Concrete**

SUBJ.: **Council Approval:  
Street Resurfacing & Miscellaneous Concrete Contract with VMP Construction  
Begin Roadworks & Misc. Concrete Improvements - Mandan**

**Background:**

As an update to FY25 approved capital projects, specifically regarding the Street Resurfacing and Miscellaneous concrete in the amount of \$1,000,000.00 and \$150,000.00 respectively we are requesting early approval to begin Mandan Road. This particular stretch of road is heavily traveled with increased congestion during the school year scheduled to resume 26-August-2024. By initiating the road resurfacing effort early, we aim to minimize the impact on citizens and students alike.

## Capital Projects Fund

Capital Funds

This fund accounts for monies appropriated from the Capital Reserve Fund. Prior to FY 2024, the annual appropriation for Capital Projects was set aside in the Fund Transfers budget (Account #999) of the General Fund and transferred to this fund which accounts for all expenditures.

### Capital Reserve Fund Project List

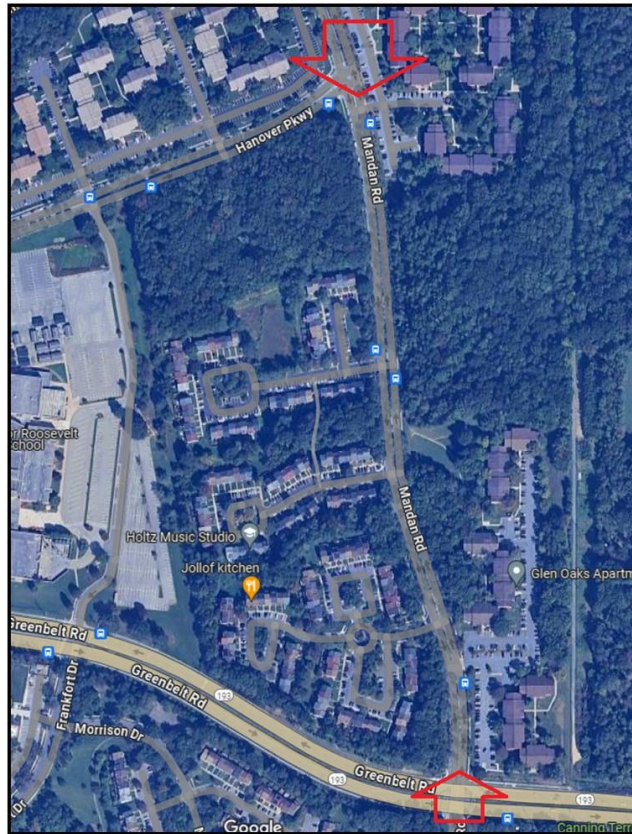
The projects listed below and continued on the next page are based on preliminary estimates from staff. It is strongly recommended that a fund balance be maintained to cover cost overruns or unforeseen projects.

|                                                                                                                                                     |                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Street Resurfacing</b>                                                                                                                           | <b>\$1,000,000</b> |
| Based on a review of city streets, it is proposed to resurface portions of Lakeside Drive, Mandan, Forestway, Centerway, Gardenway, and Ridge Road. |                    |
| <b>Miscellaneous Concrete Repairs</b>                                                                                                               | <b>\$150,000</b>   |
| The ongoing repair of sidewalk and driveway apron infrastructure throughout the city is budgeted here.                                              |                    |



CITY OF GREENBELT  
DEPARTMENT OF PUBLIC WORKS  
555 CRESCENT ROAD, GREENBELT, MD 20770

MEMORANDUM





| DESCRIPTION                               | COST                | NOTES                  |
|-------------------------------------------|---------------------|------------------------|
| Mandan: Greenbelt Road – Hannover Parkway | \$260,096.64        | See Det Estimate Sheet |
| Mandan: Ora Glen – Mathew Street          | \$143,138.19        | See Det Estimate Sheet |
| <b>TOTAL:</b>                             | <b>\$403,234.83</b> |                        |

**Recommendation:**

The contractor chosen to perform the work is VMP who currently serves as our prime contractor for all roadworks and major concrete efforts. They have competitively bid and were awarded a PG County Roadworks Contract 952-H (D)/A which we intend to ride. They most recently completely CDBG PY49 which required audited payroll receipts that fell well above the current livable wage requirements.

We are seeking Council's authorization for the City Manager to approve the road resurfacing and concrete works as outlined in the detailed estimate sheets.

**Attached:**      <VMP Short Contract\_FY25>: Contract Draft  
                     <24.07.02\_FY\_2025\_Mandam\_Greenbelt\_Hannover>: Construction Estimate  
                     <24.07.02\_FY\_2025\_Mandam\_Ora\_Mathew>: Construction Estimate

## CONTRACT

This CONTRACT is made this XX day of July, 2024, by and between the City of Greenbelt, a public body corporate of the State Maryland, located at 25 Crescent Road, Greenbelt, Maryland 20770, hereinafter called the “City”, and VMP Construction Company, a Maryland corporation, located at 9635 Annapolis Road, Lanham, Maryland 20706, hereinafter called the “Contractor”.

WHEREAS, The City Council adopted FY25 budget authorizing the City to negotiate the purchase of street construction and miscellaneous concrete works from the Contractor, and

NOW THEREFORE, THIS CONTRACT WITNESSETH, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, it is hereby agreed as follows:

1. **Performance.** The Contractor does hereby covenant and agree with the City that it will well and faithfully perform the Work as set forth herein at a sum not to exceed One Million Dollars and Zero Cents (\$1,000,000.00) for road resurfacing and One Hundred Fifty Dollars and Zero Cents (\$150,000.00).
2. **Work.** The Work is described as Reconstruction of a portion of XXXXXXXXX. This project will include curb and gutter repair, base repair, milling, resurfacing, sidewalk and driveway apron replacement, handicapped access ramps, landscape improvements, tree trimming and traffic calming as appropriate and directed by the City.
3. **Clean-Up** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish on a daily basis. At completion of the Work, the contractor shall remove from the project site all waste materials, rubbish, tools, equipment, machinery and surplus materials. The Contractor shall be responsible for restoring and/or repairing any areas damaged through actions of the Contractor and the Contractor’s agents, subcontractors, or employees. If the Contractor fails to clean up, and/or restore any damaged areas, the City may deduct the cost thereof from any payment due the Contractor.
4. **Payment** The City shall the pay the contractor a fee not to exceed One Million Dollars and Zero Cents (\$1,000,000.00) for road resurfacing and One Hundred Fifty Dollars and Zero Cents (\$150,000.00)., in the form of progress payments based upon the percentage of satisfactorily completed work or services rendered under this contract. The progress payments shall be paid upon submission of an invoice by the Contractor and acceptance of same by the City. Certified payroll documentation must be submitted weekly and for the period being invoiced. Invoices lacking complete certified payroll documentation will not be approved/accepted by the City.
5. **Commencement.** The Contractor shall commence work on the project within ten (10) calendar days of the Notice to Proceed from the City. The Contract is in effect until final measurements and disbursements of payment are made. Time is of the essence in this Contract and failure to complete the work by December 31, 2024 constitutes a material breach of this contract.

6. **Damages.** Damages for failure to complete the Work as required by this Contract shall be \$500 for each calendar day beyond the completion date listed above.
7. **Non-discrimination.** The Contractor shall not discriminate against any individual because of religion, race, creed, sex, age, color, national origin, physical or mental disability, or perceived disability. If the Contractor is determined to be in violation of Federal, State, or County non-discrimination laws by an order, opinion or a decision of a Maryland court or an administrative body or agency, this Contract may be terminated or suspended in whole or in part by the City, and the Contractor may be declared ineligible for any future contracts with the City.
8. **Insurance.** The Contractor shall maintain, at its own expense, during the life of this Contract, such insurance as shall protect it and any subcontractor(s) performing work under this Contract, from claims for damages from bodily injury, including death, or property damage, which may arise from operations under this Contract. The Contractor shall maintain General Liability insurance in the amount of \$1,000,000, Workers Compensation insurance of \$500,000 and business automobile liability insurance of \$1,000,000. The Contractor shall also furnish a Certificate of Insurance verifying the existence of this insurance coverage. The Contractor shall list the City and Prince George's County as a certificate holder and additional insured for the duration of this project.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the City and Prince George's County, its officers, employees, agents and representatives and shall require that each sub-contractor shall indemnify and save harmless the City and Prince George's County, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expense of any kind which are made against or incurred by the City arising from the Contractor's or any subcontractor's negligent performance of or failure to perform any of its obligations under the terms of this Contract.
10. **Termination.** This Contract may be terminated by the City upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall receive just compensation for services rendered prior to the effective date of termination. Just compensation shall be determined by the percentage of work completed to date. Notwithstanding any provision of this Agreement, the City may immediately terminate this Agreement for cause for the following reasons: any non-performance; incomplete service; fraud; any fraudulent representation in any invoice or verification required to obtain payment under this Agreement; or services performed in conflict with the terms and conditions of this Agreement. The occurrence of any of these conditions shall constitute a material breach of this Agreement and the City may terminate this Agreement with written notice to the Contractor effective immediately.
11. **Compliance.** The Contractor shall comply with all applicable Federal, State, County and City laws, regulations and ordinances pertaining to the subject matter of this Contract, including but not limited to the following: the payment of all applicable taxes and withholding, worker's compensation, equal opportunity employment, the Davis-Bacon Act and any required permits.

- 12. CDBG Requirements** This is a Federally-assisted project subject to appropriate Federal, State and local laws and implementation regulations as follows: Housing and Community Development Act of 1974, Public Law 93-383, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u; 24 CFR 135 (Code of Federal Regulations); Equal Employment Opportunity, Executive Order 11246; the Clean Air Act of 1963, as amended; 40 CFR 15; Davis-Bacon Fair Labor Standards Act, as amended, 40 U.S.C. 276a—276a-5; Copeland (Anti-Kickback) Act, 48 Stat. 948, 40 U.S.C. 276(c); Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-332; 24 CFR Part 35 (Lead Based Paint Standards); Civil Rights Act of 1964, Title IV, Public Law 88-352; and Section 504 of the Rehabilitation Act of 1973; Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); and Executive Orders 12549 and 12689, “Debarment and Suspension.”

The Contractor acknowledges receipt of the following documents and agrees to abide by their provisions. The following documents are made part of this Contract:

- City of Greenbelt Special Conditions – Street Reconstruction
- Making Davis-Bacon Work: A Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects
- Davis-Bacon Wage Decision – MD-20210106
- CDBG General Conditions for Operating Agencies & Third Party Contractors
- Federal Labor Standards Provisions (HUD 4010)
- Davis-Bacon Act/Copeland “Anti-Kickback” Act
- ADA/Non-Discrimination Statement
- Certification of Assurance of Compliance
- Minority Business Enterprise Participation Statement with Attachments
- Locally Based Business Preference Equal Employment Opportunity Agreement
- Assurance of Compliance with HUD Regulations for Training, Employment and Contracting Opportunities for Businesses and Lower Income Persons.
- Section 3 Summary Report

- 13. Assignment Prohibition.** The Contractor shall be prohibited from assigning or transferring any rights under this Contract without the prior written consent of the City.
- 14. Entire Agreement.** This document contains the entire agreement between the parties and shall not be modified except by written agreement signed by the parties and attached hereto.
- 15. Severability.** If any provision of this Contract is determined to be invalid or illegal by a court of law, it shall be severed from this Contract and shall not affect the remainder of any other provision contained herein.
- 16. Applicable Law.** This Contract shall be interpreted in accordance with the laws of the State of Maryland, and enforced in any court of competent jurisdiction in Prince George’s County, Maryland.
- 17. Waiver.** The failure of the City to enforce any part of this Contract shall not be deemed a waiver thereof.

**IN WITNESS WHEREOF** said VMP Construction Company and the City of Greenbelt have caused these presents to be signed.

ATTEST:

VMP Construction Corporation

\_\_\_\_\_

\_\_\_\_\_  
Valter M. Ramos, President      Date  
President

ATTEST:

City of Greenbelt, Maryland

\_\_\_\_\_

\_\_\_\_\_  
Mr. Josué Salmerón      Date  
City Manager

MANDAN: ORA GLEN TO MATHEW STREET  
FY 2025 - ESTIMATE

DATE: 2-Jul-2024

| STREET            | DESCRIPTION   | UNIT  | DIMENSIONS        | TOTAL AREA | UNIT COST | TOTAL        | NOTES      |
|-------------------|---------------|-------|-------------------|------------|-----------|--------------|------------|
| Mandan            | Sidewalk      | SQ FT | 4 x 1,607         | 6,428.00   | \$6.00    | \$38,568.00  |            |
| Ora Glen          |               | SQ FT | x                 | 0.00       | \$6.00    |              |            |
| Mathew            |               | SQ FT | TOTALS:           | 6,428.00   |           | \$38,568.00  |            |
| Mandan            | Curb          | LN FT | 40                | 40         | \$27.00   | \$1,080.00   |            |
|                   |               | LN FT | TOTALS:           | 40         |           | \$1,080.00   |            |
|                   | Striping      | LN FT | 0                 | 0          | \$1.25    | \$0.00       |            |
|                   |               | LN FT | TOTALS:           | 0          |           | \$0.00       |            |
|                   | Symbols       | EACH  | 0                 | 0          | \$200.00  | \$0.00       |            |
|                   |               |       |                   | 0          | \$300.00  | \$0.00       |            |
|                   |               |       |                   | 0          | \$75.00   | \$0.00       |            |
|                   |               | EACH  | TOTALS:           | 0          |           | \$0.00       |            |
| Mandan            | Handicap      | SQ FT | x                 | 0          | \$15.00   | \$0.00       | 0 - TOTAL  |
| Ora Glen          |               | SQ FT | x                 | 0          |           | \$0.00       |            |
| Mathew            |               | SQ FT | x                 | 0          |           | \$0.00       |            |
|                   |               | SQ FT | x                 | 0          |           | \$0.00       |            |
|                   |               | SQ FT | x                 | 0          |           | \$0.00       |            |
|                   |               | SQ FT | TOTALS:           | 0          |           | \$0.00       |            |
|                   | Com. Apron    | SQ FT | x                 | 0          |           |              |            |
|                   |               | SQ FT | x                 | 0          |           |              |            |
|                   |               | SQ YD | 0.00 / 9          | 0.00       | \$120.00  | \$0.00       |            |
|                   |               | SQ YD | TOTALS:           | 0.00       |           | \$0.00       |            |
| Mandan            | Base Repair   | SQ FT | 31 x 130          | 4,030      |           |              |            |
| Ora Glen          |               | SQ YD | 4,030.00 / 9      | 447.78     | \$45.00   | \$20,150.10  |            |
| Mathew            |               | SQ YD | TOTALS:           | 447.78     |           | \$20,150.10  |            |
| Mandan            | Millings      | SQ FT | 22 x 2,000        | 44,000     |           |              |            |
| Ora Glen          |               | SQ YD | 44,000.00 / 9     | 4,888.89   |           |              |            |
| Mathew            |               | SQ YD | 4,888.89 x 2      | 9,777.78   | \$3.00    |              | 2" - Depth |
|                   |               | SQ YD | TOTALS:           | 9,777.78   |           | \$29,333.34  |            |
| Mandan            | Asphalt       | SQ FT | 22 x 1,800        | 39,600.00  |           |              |            |
| Ora Glen          |               | CU FT | 39,600.00 x 0.167 | 6,613.20   |           |              |            |
| Mathew            |               | CU YD | 6,613.20 / 27     | 244.93     |           |              |            |
|                   |               | TON   | 244.93 x 2.1      | 514.35     | \$105.00  |              |            |
|                   |               | TON   | TOTALS:           | 514.35     |           | \$54,006.75  |            |
|                   | Paving Fabric | SQ FT | x                 | 0.00       |           |              |            |
|                   |               | SQ YD | 0.00 / 9          | 0.00       | \$3.50    |              |            |
|                   |               | SQ YD | TOTALS:           | 0.00       |           | \$0.00       |            |
| SUB TOTAL:        |               |       |                   |            |           | \$143,138.19 |            |
| Contingency - 15% |               |       |                   |            |           |              |            |
| GRAND TOTAL:      |               |       |                   |            |           | \$143,138.19 |            |

MANDAN: GREENBELT ROAD TO HANNOVER PARKWAY  
FY 2025 - ESTIMATE

DATE: 2-Jul-2024

| STREET            | DESCRIPTION   | UNIT  | DIMENSIONS        | TOTAL AREA | UNIT COST | TOTAL        | NOTES      |
|-------------------|---------------|-------|-------------------|------------|-----------|--------------|------------|
| Mandan            | Sidewalk      | SQ FT | 4 x 3,332         | 13,328.00  | \$6.00    | \$79,968.00  |            |
| Greenbelt         |               | SQ FT | x                 | 0.00       | \$6.00    |              |            |
| Hannover          |               | SQ FT | TOTALS:           | 13,328.00  |           | \$79,968.00  |            |
| Mandan            | Curb          | LN FT | 760               | 760        | \$27.00   | \$20,520.00  |            |
|                   |               | LN FT | TOTALS:           | 760        |           | \$20,520.00  |            |
|                   | Striping      | LN FT | 0                 | 0          | \$1.25    | \$0.00       |            |
|                   |               | LN FT | TOTALS:           | 0          |           | \$0.00       |            |
|                   | Symbols       | EACH  | 0                 | 0          | \$200.00  | \$0.00       |            |
|                   |               |       |                   | 0          | \$300.00  | \$0.00       |            |
|                   |               |       |                   | 0          | \$75.00   | \$0.00       |            |
|                   |               | EACH  | TOTALS:           | 0          |           | \$0.00       |            |
| Mandan            | Handicap      | SQ FT | 6 x 19            | 114        | \$15.00   | \$1,710.00   | 4 - TOTAL  |
| Greenbelt         |               | SQ FT | 7 x 8             | 56         |           | \$840.00     |            |
| Hannover          |               | SQ FT | x                 | 0          |           | \$0.00       |            |
|                   |               | SQ FT | x                 | 0          |           | \$0.00       |            |
|                   |               | SQ FT | x                 | 0          |           | \$0.00       |            |
|                   |               | SQ FT | TOTALS:           | 170        |           | \$2,550.00   |            |
|                   | Com. Apron    | SQ FT | x                 | 0          |           |              |            |
|                   |               | SQ FT | x                 | 0          |           |              |            |
|                   |               | SQ YD | 0.00 / 9          | 0.00       | \$120.00  | \$0.00       |            |
|                   |               | SQ YD | TOTALS:           | 0.00       |           | \$0.00       |            |
| Mandan            | Base Repair   | SQ FT | 12 x 600          | 7,200      |           |              |            |
| Greenbelt         |               | SQ YD | 7,200.00 / 9      | 800.00     | \$45.00   | \$36,000.00  |            |
| Hannover          |               | SQ YD | TOTALS:           | 800.00     |           | \$36,000.00  |            |
| Mandan            | Millings      | SQ FT | 22 x 2,710        | 59,620     |           |              |            |
| Greenbelt         |               | SQ YD | 59,620.00 / 9     | 6,624.44   |           |              |            |
| Hannover          |               | SQ YD | 6,624.44 x 2      | 13,248.88  | \$3.00    |              | 2" - Depth |
|                   |               | SQ YD | TOTALS:           | 13,248.88  |           | \$39,746.64  |            |
| Mandan            | Asphalt       | SQ FT | 22 x 2,710        | 59,620.00  |           |              |            |
| Greenbelt         |               | CU FT | 59,620.00 x 0.167 | 9,956.54   |           |              |            |
| Hannover          |               | CU YD | 9,956.54 / 27     | 368.76     |           |              |            |
|                   |               | TON   | 368.76 x 2.1      | 774.40     | \$105.00  |              |            |
|                   |               | TON   | TOTALS:           | 774.40     |           | \$81,312.00  |            |
|                   | Paving Fabric | SQ FT | x                 | 0.00       |           |              |            |
|                   |               | SQ YD | 0.00 / 9          | 0.00       | \$3.50    |              |            |
|                   |               | SQ YD | TOTALS:           | 0.00       |           | \$0.00       |            |
| SUB TOTAL:        |               |       |                   |            |           | \$260,096.64 |            |
| Contingency - 15% |               |       |                   |            |           |              |            |
| GRAND TOTAL:      |               |       |                   |            |           | \$260,096.64 |            |