

**ADDENDUM A**

**LOCAL AGREEMENT**

This Local Agreement between the Department of Transportation, District 5, Orlando Operations Center, hereinafter referred to as DOT, and the Department of Corrections' Central Florida Reception Center, hereinafter referred to as FDC, shall be an attachment to and made a part of the Master Agreement between the above-mentioned agencies dated the 25<sup>th</sup> day of June, 2017.

DOT agrees to compensate FDC for inmate labor the estimated amount of \$806,000.00 as provided for by this Local Agreement for the following activities:

<u>Activity No.</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Estimated Quantity</u>	<u>Total Cost</u>
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**SEE ATTACHED ADDENDUM B**

DOT agrees to supervise 2 community and/or minimum custody inmates as supplemental support labor.

FDC agrees to provide 8 correctional officers to supervise 40 inmates for labor to be performed as scheduled by DOT.

The workweek shall be as follows: Two (2) crews and one (1) supplemental support inmate shall work Monday through Thursday, four nine and one-half (9-1/2) hour work days, 6:30 A.M. to 4:30 P.M. with one-half (1/2) hour for lunch. Two (2) crews and one (1) supplemental support inmate shall work Tuesday through Friday, four nine and one-half (9-1/2) hour work days, 6:30 A.M. to 4:30 P.M. with one-half (1/2) hour for lunch. Three (3) crews shall work Monday through Thursday, four nine and one-half (9-1/2) hour work days, 6:00 A.M. to 4:00 P.M. with one-half (1/2) hour for lunch. One (1) crew shall work Tuesday through Friday, four nine and one-half (9-1/2) hour work days, 6:00 A.M. to 4:00 P.M. with one-half (1/2) hour for lunch.

The Master Agreement as agreed to annually between the DOC and the FDC is incorporated into Asset Maintenance Contract E-5N05. The Master Agreement will govern in any discrepancies between the Asset Maintenance Contract and the Master Agreement.

DOT will provide two (2) inmate crews from Orlando Operations to the Asset Maintenance Contractor for performance of routine maintenance activities under Contract E5N05 as directed by the Asset Maintenance Contractor. Each inmate crew will consist of one (1) FDC Officer and five (5) inmates. Work will be limited to the rights-of-way and other easements within the respective maintenance areas from which the inmates are provided. Work for each inmate crew will be governed by the applicable addendum to the Master Agreement (i.e. Local Agreement) between DOT and FDC.

The Asset Maintenance Contractor will provide, maintain and store all vehicles, equipment and materials necessary for FDC crews assigned work under Contract E5N05.

The Master Agreement as agreed to annually between the DOC and the FDC is incorporated into Asset Maintenance Contract E5P62. The Master Agreement will govern in any discrepancies between the Asset Maintenance Contract and the Master Agreement.

DOT will provide two (2) inmate crews from Orlando Operations to the Asset Maintenance Contractor for performance of routine maintenance activities under Contract E5P62 as directed by the Asset Maintenance Contractor. Each inmate crew will consist of one (1) FDC Officer and five (5) inmates. Work for each inmate crew will be governed by the applicable addendum to the Master Agreement (i.e. Local Agreement) between DOT and FDC.

The Asset Maintenance Contractor will provide, maintain and store all vehicles, equipment and materials necessary for FDC crews assigned work under Contract E5P62.

The Master Agreement as agreed to annually between the DOC and the FDC is incorporated into Performance Contract E5T98. The Master Agreement will govern in any discrepancies between the Performance Contract and the Master Agreement.

DOT will provide one (1) inmate crew from Orlando Operations to the Performance Contractor for performance of routine maintenance activities under Contract E5T98 as directed by the Performance Contractor. Each inmate crew will consist of one (1) FDC Officer and five (5) inmates. Work for each inmate crew will be governed by the applicable addendum to the Master Agreement (i.e. Local Agreement) between DOT and FDC.

The Performance Contractor will provide, maintain and store all vehicles, equipment and materials necessary for FDC crews assigned work under Contract E5T98.

DOT will act as liaison between the Asset Maintenance Contractors and FDC. In the event of a dispute, the Asset Maintenance Contractor shall provide documentation to DOT in cases where FDC supervisors fail to follow rules, regulations, policies and procedures pertaining to the performance of assigned work. Decisions by DOT will be considered final resolution to all discrepancies.

The effective dates of this Agreement are July 1, 2017, through June 30, 2018. Provisions of this Local Agreement may be amended by written agreement of the parties.

Agreed to and signed this 29<sup>th</sup> day of June, 2017.

Department of Corrections

Signature: \_\_\_\_\_

Name: Michael W. Morgan

Title: Warden

Signature: \_\_\_\_\_

Name: David G. Boyd

Title: Correctional Office Major

Department of Transportation

Signature: \_\_\_\_\_

Name: Charles M. Heffinger, Jr., P.E.

Operations Engineer

Copies shall be sent to the following offices:

- DOT State Maintenance Office
- DOT District Maintenance Office
- FDC Regional Office, Attention Regional Director
- FDC Central Office, Bureau of Classification and Central Records

**ADDENDUM B**

**DOT LABOR UNIT COST FOR DEPARTMENT OF CORRECTION (FDC) AGREEMENT**

Activity Number	Activity Description	Units	Unit Labor Cost
1	Supplemental Support	MH	\$10.65
028	Facility & Equipment Maintenance	MH	\$10.65
033	Training	MH	\$10.65
036	FDC Officer Travel Time	MH	\$30.53
411	Asphalt Repair (Manual)	MH	\$10.65
414	Base Repair	MH	\$10.65
423	Concrete Pavement Joint Repair	MH	\$10.65
424	Concrete Slope Pavement Joint Repair	MH	\$10.65
425	Concrete Pavement Surface Repair	MH	\$10.65
432	Repair Non-Paved Shoulders	MH	\$10.65
433	Sodding	MH	\$10.65
435	Seeding, Fertilizing & Mulching	MH	\$10.65
436	Rework Non-Paved Shoulders	MH	\$10.65
451	Clean Drainage Structures	MH	\$10.65
456	Repair/Replace Storm/Cross/Side Drains	MH	\$10.65
457	Concrete Repair	MH	\$10.65
459	Concrete Sidewalk Repair	MH	\$10.65
461	Roadside Ditches, Clean & Reshape	MH	\$10.65
464	Outfall Ditches, Clean & Reshape	MH	\$10.65
465	Mitigation Area Maintenance	MH	\$10.65
471	Large Machine Mowing	MH	\$10.65
482	Slope Mowing	MH	\$10.65
485	Small Machine Mowing	MH	\$10.65
487	Weed Control (Manual)	MH	\$10.65
489	Wildflowers	MH	\$10.65
492	Tree Trimming and Removal	MH	\$10.65
493	Landscape Maintenance	MH	\$10.65
494	Chemical Weed & Grass Control (Spot)	MH	\$10.65
498	Stormwater Management	MH	\$10.65
519	Delineators	MH	\$10.65
520	Signs (Ground 30 S.F. or Less)	MH	\$10.65
521	Signs (Ground Over 30 S.F.)	MH	\$10.65
526	Guardrail Repair	MH	\$10.65
527	Fence Repair	MH	\$10.65
531	Attenuator Repair	MH	\$10.65
534	Pavement Symbols	MH	\$10.65
540	Graffiti Removal	MH	\$10.65
541	Roadside Litter Removal	MH	\$10.65
542	Roadway Sweeping (Manual)	MH	\$10.65
544	Rest Area Maintenance	MH	\$10.65
545	Edging and Sweeping	MH	\$10.65
787	Highway Lighting Maintenance	MH	\$10.65
805	Bridge Joint Repair	MH	\$10.65
806	Bridge Deck Maintenance & Repair	MH	\$10.65
810	Bridge Handrail Maintenance	MH	\$10.65
825	Bridge Superstructure Maintenance	MH	\$10.65
845	Substructure Maintenance & Repair	MH	\$10.65
846	Substructure Maintenance & Repair	MH	\$10.65

859	Channel Maintenance	MH	\$10.65
987	Traffic Control	MH	\$10.65
989	Hurricane Preparation Building	MH	\$10.65
991	Emergency Maintenance	MH	\$10.65
995	Maintenance Support Services	MH	\$10.65
996	Miscellaneous Routine Maintenance	MH	\$10.65