

**ADDENDUM A**

**LOCAL AGREEMENT**

This Local Agreement between the Department of Transportation, District 5, **Oviedo Operations**, 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 25<sup>th</sup> day of June 2017.

**DOT agrees to compensate FDC for inmate labor up to the amount of \$799,000.00 as provided for by this Local Agreement for the following activities:**

Using Activity 036 in Addendum "B", DOT agrees to compensate FDC for daily FDC Officer Travel Time between the Department of Corrections facility and the work site, except as limited below:

- If FDC Officer Travel Time is less than 30 minutes for a day, no compensation will be provided.
- If FDC Officer Travel Time is greater than 2 hours for a day, only 2 hours of compensation will be provided.

ACTIVITY NUMBER	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
1	Supplemental Support	MH	\$10.65	2,500	\$26,625.00
028	Facility & Equipment Maint.	MH	\$10.65	6,970	\$69,225.00
033	Training	MH	\$10.65	0	\$0.00
036	FDC Officer Travel Time	MH	\$30.53	1,144	\$34,926.32
341	Traffic Control Devices Install	MH	\$10.65	50	\$532.50
411	Asphalt Repair (Manual)	MH	\$10.65	100	\$1,065.00
414	Base Repair	MH	\$10.65	0	\$0.00
423	Concrete Pavement Joint Repair	MH	\$10.65	100	\$1,065.00
424	Concrete Slope Pave & Joint	MH	\$10.65	0	\$0.00
425	Conc. Pav. Surface Repair	MH	\$10.65	0	\$0.00
432	Repair of Non Pave Shoulder Repair	MH	\$10.65	2,500	\$26,625.00
433	Sodding	MH	\$10.65	2,000	\$21,300.00
435	Seeding Fertilizer & Mulch	MH	\$10.65	100	\$1,065.00
436	Rework Non-Paved Shoulder	MH	\$10.65	100	\$1,065.00
437	Miscellaneous Slope & Ditch Repair	MH	\$10.65	2,250	\$23,962.50
451	Clean Drainage Structures	MH	\$10.65	3,000	\$31,950.00
456	Repair/Replace Storm/Cross/Side	MH	\$10.65	0	\$0.00
457	Concrete Repair	MH	\$10.65	1,200	\$12,780.00
459	Concrete Sidewalk Repair	MH	\$10.65	1,200	\$12,780.00
461	Roadside Ditches-Clean & Reshape	MH	\$10.65	0	\$0.00
464	Outfall Ditches, Clean & Reshape	MH	\$10.65	0	\$0.00
465	Mitigation Area Maint.	MH	\$10.65	0	\$0.00
482	Slope Mowing	MH	\$10.65	0	\$0.00
485	Small Machine Mowing	MH	\$10.65	5,000	\$53,250.00
487	Weed Control (Manual)	MH	\$10.65	400	\$4,260.00
489	Wild Flowers	MH	\$10.65	0	\$0.00
492	Tree Trimming and Removal	MH	\$10.65	350	\$3,727.50
493	Landscape Maintenance	MH	\$10.65	1,000	\$10,650.00
494	Chemical Weed and Grass Control (Spot App)	MH	\$10.65	175	\$1,863.75
498	Storm water Management	MH	\$10.65	4,750	\$50,587.50
499	Control of Exotic/Invasive Species	MH	\$10.65	0	\$0.00



519	Delineators	MH	\$10.65	0	\$0.00
520	Signs (Ground 30 SF or Less)	MH	\$10.65	0	\$0.00
521	Signs (Ground Over 30 SF )	MH	\$10.65	0	\$0.00
522	Sign Cleaning	MH	\$10.65	235	\$2,502.75
526	Guardrail Repair	MH	\$10.65	1,200	\$12,780.00
527	Fence Repair	MH	\$10.65	200	\$2,130.00
531	Attenuator Repair	MH	\$10.65	0	\$0.00
534	Pavement Symbols	MH	\$10.65	0	\$0.00
540	Graffiti Removal	MH	\$10.65	1,000	\$10,650.00
541	Roadside Litter Removal	MH	\$10.65	5,000	\$53,250.00
542	Roadway Sweeping (Manual)	MH	\$10.65	300	\$3,195.00
544	Rest Area Maintenance	MH	\$10.65	1,000	\$10,650.00
545	Edging and Sweeping	MH	\$10.65	3,000	\$31,950.00
787	Highway Lighting Maintenance	MH	\$10.65	10	\$106.50
805	Bridge Joint Repair	MH	\$10.65	50	\$532.50
806	Bridge Deck Maintenance & Repair	MH	\$10.65	50	\$532.50
810	Bridge Handrail Maintenance	MH	\$10.65	0	\$0.00
825	Bridge Superstructure Maintenance	MH	\$10.65	0	\$0.00
845	Substructure Maintenance & Repair	MH	\$10.65	10	\$106.50
846	Misc. Maintenance	MH	\$10.65	275	\$2,928.75
859	Channel Maintenance	MH	\$10.65	5	\$53.25
987	Traffic Control	MH	\$10.65	5	\$53.25
989	Hurricane Preparation Building	MH	\$10.65	10	\$106.50
991	Emergency Maintenance	MH	\$10.65	10	\$106.50
995	Maintenance Support Services	MH	\$10.65	475	\$5,058.75
996	Miscellaneous Routine Maintenance	MH	\$10.65	375	\$3,993.75

DOT agrees to supervise 4 community and/or minimum custody inmates as supplemental support labor. DOT shall compensate FDC for the above-mentioned number of inmates at the production wage rate in Addendum B of this Agreement per inmate hour for each work day when that number is made available by FDC, whether used or not, as supplemental/support labor by DOT. If a lesser number than that stated above is made available, compensation shall be for the number made available. If DOT agrees to supervise a number of inmates that exceeds the above-mentioned number, compensation shall be for the number stated above plus those in excess of that number.

FDC agrees to provide 6 correctional officers to supervise 30 inmates for labor to be performed as scheduled by DOT. The DOT shall compensate FDC for each unit of work satisfactorily completed at the cost per unit as specified above.

The workweek shall be as follows:

Four (4) crews shall work Monday through Friday, five (5) seven and one-half (7-1/2) hour workdays, 7:00 A.M. to 3:00 P.M. with one-half (1/2) hour for lunch. Travel Time will be provided at one (1) hour per officer per day. Two (2) crews shall work Monday through Friday, four (4) 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. Travel Time will be provided at one and one-half (1-1/2) hours per officer per day.

The Master Agreement as agreed to annually between the DOC and the FDC is incorporated into Asset Maintenance Contract E-5P62. The Master Agreement will govern in any discrepancies between the Asset Maintenance Contract and the Master Agreement.

DOT will provide one (1) inmate crew from Oviedo Maintenance to the Asset Maintenance Contractor for performance of routine maintenance activities under Contract E-5P62 as directed by the Asset Maintenance Contractor. The inmate crew will consist of one (1) FDC Officer and five (5) inmates. Work for the 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 E-5P62.

DOT will act as liaison between the Asset Maintenance Contractor 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. This Local Agreement may add to and/or expand upon the provisions of the Master Agreement, but shall not modify the intent of the provisions contained therein.

The Master Agreement as agreed to annually between the DOC and the FDC is incorporated into Performance Aesthetics Contract E-5Q87. The Master Agreement will govern in any discrepancies between the Performance Aesthetics Contract and the Master Agreement.

DOT will provide one (1) inmate crew from Oviedo Maintenance to the Performance Aesthetics Contractor for performance of routine maintenance activities under Contract E-5Q87 as directed by the Performance Aesthetics Contractor. The inmate crew will consist of one (1) FDC Officer and five (5) inmates. Work for the inmate crew will be governed by the applicable addendum to the Master Agreement (i.e. Local Agreement) between DOT and FDC.

The Performance Aesthetics Contractor will provide, maintain and store all vehicles, equipment and materials necessary for FDC crews assigned work under Contract E-5Q87.

DOT will act as liaison between the Performance Aesthetics Contractor and FDC. In the event of a dispute, the Performance Aesthetics 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. This Local Agreement may add to and/or expand upon the provisions of the Master Agreement, but shall not modify the intent of the provisions contained therein.

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: James E. Wood, Jr. P.E.

Operations Engineer

28 JUN 17

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