



Florida Department of Transportation

RICK SCOTT
GOVERNOR

801 North Broadway Avenue
Bartow, FL 33830-3809

JIM BOXOLD
SECRETARY

January 10, 2017

Gregg Strakaluse, P.E.
Streets & Stormwater Director
City of Naples
295 Riverside Circle
Naples, FL 34102

RECEIVED
JAN 23 2017
CITY OF NAPLES
CITY CLERK

RE: Executed Department Funded Agreement (DFA)

FM #: 437104-1-88-01
Agency: City of Naples
Contract #: AS464
Description: City of Naples Traffic Management Center Operations Funding

Dear Mr. Strakaluse:

Enclosed for your file is one originally executed DFA for the above referenced project.

If I can be of further assistance, please contact me at (863) 519-2726 or email at katherine.chinault@dot.state.fl.us.

Sincerely,

Katherine Chinault
FMS/AMS Specialist IV
FDOT District One
Traffic Operations

cc: File

RESOLUTION 2016-13897

A RESOLUTION APPROVING A NAPLES TRAFFIC MANAGEMENT CENTER OPERATIONS AND COMPENSATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NAPLES RELATING TO REGIONALLY SIGNIFICANT CORRIDORS MAINTAINED BY THE CITY OF NAPLES; AUTHORIZING THE MAYOR TO EXECUTE THE TRAFFIC MANAGEMENT CENTER OPERATIONS AND COMPENSATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, consistent with the City of Naples' plans to continue monitoring and implementing signal timing and coordination along regionally significant corridors, primarily US-41 from Neapolitan Way to Sandpiper Street, the Florida Department of Transportation (FDOT) has recommended that the City of Naples continue to monitor and implement signal timing; and

WHEREAS, as part of an operations and compensation agreement, the FDOT will provide funding for the Agreement referenced as FPN 437104 FDOT's Five Year Work Program with the project being scheduled for commencement by December 31, 2016 and continuing until June 30, 2021; and

WHEREAS, as a condition of the funding, the FDOT requires local governments to enter into agreements to monitor the local improvements and report measures of effectiveness quarterly as identified in the City of Naples Traffic Management Center Operations Manual dated September of 2016 within any subsequent amendments agreed upon by the City of Naples and FDOT; and

WHEREAS, the City staff has reviewed the attached Traffic Management Center (TMC) Operations and Compensation Agreement for Project FPN 437104, determined that the Project and Agreement are in the City's best interest and recommends City Council approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA:

Section 1. That the Traffic Management Center Operations & Compensation Agreement (Reference: FPN 437104), between the FDOT and the City of Naples is hereby approved to assist with monitoring and implementation of signal timing and signal coordination along FDOT corridors, a copy of which is on file in the City Clerk's office.

Section 2. That the Mayor is hereby authorized to execute the Maintenance Agreement.

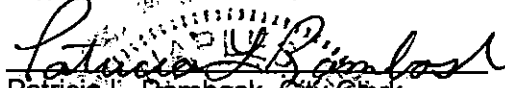
Section 3. That this resolution shall take effect immediately upon adoption.

Resolution 2016-13897

Page 2

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES,
FLORIDA, THIS 21st DAY OF DECEMBER, 2016.

Attest:


Patricia L. Rambosk, City Clerk


Bill Barnett, Mayor

Approved as to form and legality:


Robert D. Pritt, City Attorney
M:\REF\COUNCIL\RES\2016\2016-13897

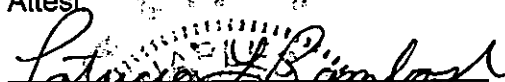
Date filed with City Clerk 12-21-16

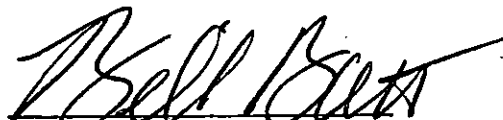
Resolution 2016-13897

Page 2

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Attest:


Patricia L. Rambosk, City Clerk


Bill Barnett, Mayor

Approved as to form and legality:


Robert D. Pritt, City Attorney

M:\REF\COUNCIL\RES\2016\2016-13897

Date filed with City Clerk 12-21-16

Financial Management No.: 437104-1-88-01 Agency: City of Naples Contract No: <u>AS464</u>	Fund: DS Function: 306 Contract Amount: \$140,000.00	FLAIR Approp: 088866 FLAIR Obj.: 131512 Org. Code: 55014060162 Vendor No.: F596000382003
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DEPARTMENT FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF NAPLES

This Agreement, made and entered into this 9th day of January, 2017, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an executive agency of the State of Florida, (hereinafter referred to as the DEPARTMENT) and the **CITY OF NAPLES**, a Florida municipal corporation, (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific Legislative Authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT can benefit substantially through improved traffic signal operations; and

WHEREAS, the DEPARTMENT will provide operations funding on an annual basis, to assist the LOCAL GOVERNMENT with monitoring and implementing signal timing changes along regionally significant corridors in the Region as determined by the LOCAL GOVERNMENT and the DEPARTMENT;

WHEREAS, the LOCAL GOVERNMENT by Resolution No. 2016-13897, dated the 21st day of December, 2016 a copy of which is attached hereto and made a part hereof, has authorized its Chairman or designee to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as "Naples TMC Operations Funding City Wide", from Fiscal Year 2016-2017 to Fiscal Year 2020-2021 under FM #: 437104-1-88-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual objective to efficiently operate the surface transportation network and benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by June 30th, 2021, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion, as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services to construct the Project. The LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the implementation of the Project from the appropriate permitting authorities.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the LOCAL GOVERNMENT and of details thereof. Coordination shall be maintained by the LOCAL GOVERNMENT with representatives of the DEPARTMENT.

3. COMPENSATION AND REIMBURSEMENT

- A. The Department agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit A – Scope of Services. The Method of Compensation is included as Exhibit B.
- B. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 437104-1-88-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services
- C. Invoices shall be submitted by the LOCAL GOVERNMENT on an annual basis upon successful completion of performance and shall be in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A – Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. (*Section 287.058 (1)(a), F.S.*)
- D. Supporting documentation submitted by the LOCAL GOVERNMENT must establish that the deliverables were received and accepted in writing by the DEPARTMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit A – Scope of Services was met.
- E. There shall be no reimbursement for travel expenses under this Agreement.
- F. Payment shall be made only after receipt and approval of services. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT.

The LOCAL GOVERNMENT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term. (*Section 287.058(1)(h), F.S.*)

- G. The LOCAL GOVERNMENT providing services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of services shall take no longer than 5 working days unless contract specifies otherwise. (Any deviations should be referenced in the agreement or an addendum in accordance with Section 2.1.) The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the DEPARTMENT of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (*Section 215.422(1), F.S.*)
- H. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to *Section 55.03(1), F.S.*, will be due and payable, in addition to the invoice amount, to the LOCAL GOVERNMENT. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices that have to be returned to a LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (*Section 215.422(3)(b), F.S.*)
- I. A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for LOCAL GOVERNMENT who

may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236. (*Section 215.422(5) and (7), F.S.*)

- J. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for a minimum of five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (*Section 287.058(4), F.S.*)
- K. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of *Section 339.135(6)(a), F.S.*, are hereby incorporated:
- "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."
- L. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature and funds are made available to DEPARTMENT. (*Section 216.311, F.S.*)

M. The LOCAL GOVERNMENT shall:

1. Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and
2. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. *2011 Executive Order Number 11-116)*

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

A. This Agreement may be cancelled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This contract may be cancelled by the LOCAL GOVERNMENT upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the LOCAL GOVERNMENT.

C. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. All tracings, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and the LOCAL GOVERNMENT and shall at all times be and remain the property of the DEPARTMENT and the LOCAL GOVERNMENT without restriction or limitation on their use.

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

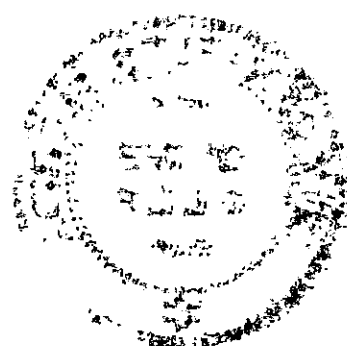
G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public. **However, the LOCAL GOVERNMENT's obligation to maintain the PROJECT after completion shall survive the term of this Agreement.**

H. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

I. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

Florida Department of Transportation	City of Naples
David Gwynn, P.E.	Gregg Strakaluse, P.E.
District Traffic Operations Engineer	Streets & Stormwater Director
801 N. Broadway Ave	295 Riverside Circle
Bartow, Florida 33830	Naples, FL 34102

K. Exhibits A, B, and C are attached hereto and incorporated by reference.



IN WITNESS WHEREOF, CITY OF NAPLES has caused this Agreement to be executed in its behalf, by the Chairman or its Designee, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized Designee: This Agreement shall become effective on:

1/9/2017
Department to enter date

CITY OF NAPLES, FLORIDA

ATTEST
Patricia Barlas
CLERK (SEAL)

12/27/16 DATE

BM Benin
CHAIRMAN OR DESIGNEE
CITY MAYOR

Robert D. Pritt DATE
PRINT NAME

 CITY LEGAL
REVIEW:
BY: *Robert D. Pritt* DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST
Cheryl Willetts
EXECUTIVE SECRETARY (SEAL)

Cheryl Willetts 1/9/17
PRINT NAME DATE

AVAILABILITY OF FUNDS APPROVAL:
1/4/2017 DATE

BY: *[Signature]*

DISTRICT SECRETARY OR DESIGNEE
DISTRICT ONE

L.K. NANDAM 1/9/17
PRINT NAME DATE

FLA. DEPT. OF TRANS. LEGAL
REVIEW:
BY: *[Signature]* 1/5/17 DATE

EXHIBIT “A”

SCOPE OF SERVICES

Financial Management Number: 437104-1-88-01

NAPLES TMC OPERATIONS FUND CITY WIDE

1. The CITY agrees to follow the policies and procedures as outlined in the City of Naples Traffic Management Center (TMC) Operations Manual dated July 28, 2016 and any subsequent amendments thereto.
2. The CITY agrees to continue to document and report quarterly (the first report due on or before, December 31, 2016, followed by reports on or before March 31, June 30 and September 30 of each year) on measures of effectiveness identified in the “City of Naples Traffic Management Center Quarterly Dashboard,” substantially conforming to the attached dashboard, which may be modified from time to time by mutual agreement of the parties.
3. The CITY will monitor and implement signal timing changes, if necessary, along regionally significant corridors as determined by the CITY and the DEPARTMENT during the regular TMC operating hours. The need for implementing the signal timing changes in response to an incident or a non-recurring congestion or any other unplanned event will be determined by and the implementation will be performed under the direct supervision of a Professional Engineer licensed in the State of Florida
4. The CITY will monitor and implement signal timing changes for planned events as determined by the CITY and the DEPARTMENT.
5. The CITY will provide data to the DEPARTMENT, on a quarterly basis, from the traffic data collection devices connected to the TMC and as identified in the City of Naples TMC Operations Manual. The CITY shall provide the DEPARTMENT with any and all reports or other documents from this project.
6. The CITY will, during the regular TMC operating hours, coordinate with the DEPARTMENT interstate operations staff to monitor signals and implement signal timing changes related to interstate operations for active arterial management.

EXHIBIT "B"

METHOD OF COMPENSATION

Financial Management Number: 437104-1-88-01

NAPLES TMC OPERATIONS FUND CITY WIDE

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and City of Naples referenced by the above Financial Project Number.

By and through this Department Funded Agreement with the CITY OF NAPLES, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT up to, but not to exceed \$30,000.00 (Thirty Thousand Dollars) annually from fiscal year 2017 -2021 in the total amount of \$140,000.00 (One Hundred-Forty Thousand Dollars).

For the satisfactory performance of services detailed in Exhibit "A" the CITY shall be paid the annual amounts shown below:

\$20,000 from Fiscal Year 2017

\$30,000 from Fiscal Year 2018

\$30,000 from Fiscal Year 2019

\$30,000 from Fiscal Year 2020

\$30,000 from Fiscal Year 2021

The CITY shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

PROGRESS PAYMENTS:

The CITY shall submit annual invoices (3 copies) in a format acceptable to the Department, 30 days prior to the end of each fiscal year.

Invoices shall be submitted to: Florida Department of Transportation

David Gwynn. P.E.

801 North Broadway Avenue

Bartow, FL 33830

EXHIBIT “C”

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 437104-1-88-01

NAPLES TMC OPERATIONS FUND CITY WIDE

- Contract to be awarded by: January 9, 2016 2017
- Contract to be completed by: June 30, 2021