


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 28, 2017

RE: Approval of Contract Renewal with
Ayres Associates, Inc., for Systemwide Overhead Sign Inspection Services
Contract No. 000988

Board approval is requested for the third renewal of the referenced contract with Ayres Associates, Inc., in the amount of \$300,000.00 for a one year period beginning August 7, 2017 and ending August 6, 2018. The current contract expires on August 6, 2017. The original contract term was two years with three (3) one-year renewals.

Original Contract Amount	\$ 400,000.00
Supplemental Agreement No. 1	\$ 86,000.00
Supplemental Agreement No. 2	\$ 49,000.00
Renewal Agreement No. 1	\$ 200,000.00
Renewal Agreement No. 2	\$ 250,000.00
Supplemental Agreement No. 3	\$ 0.00
Renewal Agreement No. 3	<u>\$ 300,000.00</u>
Total	\$1,285,000.00

The contract is included in the OM&A Budget.

Reviewed by: 
Claude Miller
Director of Maintenance

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000988

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12nd day of May, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Ayres Associates Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 24, 2013, with a Notice to Proceed date of August 7, 2013, whereby CFX retained the Contractor to perform inspections of overhead sign structures throughout the system; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a third renewal of said Original Agreement beginning the 7th day of August, 2017, and ending the 6th day of August, 2018, at the cost of \$300,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Second Renewal Agreement ending August 6, 2017, the Contractor shall execute a 'Certificate of Completion of the Second Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal Agreement ending August 6, 2017.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

AYRES ASSOCIATES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

Witness (2) _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3**

**Contract Name: Systemwide Overhead Sign Inspection Services
Contract No. 000988
Supplemental Agreement No. 3**

This Supplemental Agreement No. 3 to Contract No. 000988 entered into this 17th day of February, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AYRES ASSOCIATES, INC., (the "Consultant").

WHEREAS, CFX wishes to amend Article 2, Contract Term and Termination of the Contract, to extend the term one (1) year.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledge by each party to the other, the parties hereto agree as follows:

- 1. The second sentence of Article 2 of Contract No. 00988, as supplemented, is hereby amended as shown by the strikeout and underling below:**

There shall be ~~(two-(2))~~ three (3) renewal options of one (1) year each.

- 2. CFX and Consultant agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous supplemental thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.**

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Systemwide Overhead Sign Inspection Services

Contract No. 000988

Supplemental Agreement No. 3

Amount of Changes to this document: \$0.00

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Supplemental Agreement No. 3 by their duly authorized signatures.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 3-23-17

AYRES ASSOCIATES, INC.

By: Hisham N. Sunna

Print Name: Hisham N. Sunna

Title: Manager

Attest:  (Seal)

Date: 2/22/17

Approved as to form and execution, only.

General Counsel for CFX



27 JUN '16 (S) 1:30

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000988

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 22nd day of June, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Ayres Associates Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 24, 2013, with a Notice to Proceed date of August 7, 2013, whereby CFX retained the Contractor to perform inspections of overhead sign structures throughout the system; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 7th day of August, 2016, and ending the 6th day of August, 2017, at the cost of \$250,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending August 6, 2016, the Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending August 6, 2016.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

AYRES ASSOCIATES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Hisham Nassir Summa
Authorized Signature

BY: [Signature]
Director of Procurement

Title: Manager

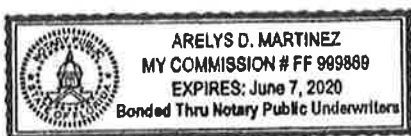
ATTEST: [Signature] (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

LEGAL APPROVAL: [Signature]
AS TO FORM General Counsel for CFX



Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000988

30 JUN '15 PM 12:04

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of June, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Ayres Associates Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 24, 2013, with a Notice to Proceed date of August 7, 2013, whereby the Authority retained the Contractor to perform inspections of overhead sign structures throughout the system; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 7th day of August, 2015, and ending the 6th day of August, 2016, at the cost of \$200,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending August 6, 2015, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending August 6, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

AYRES ASSOCIATES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Hisham Nami Sami
Authorized Signature

BY: Paul Miller
Director of Procurement

Title: Manager

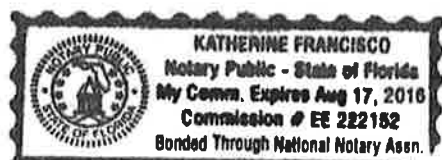
ATTEST: Katherine Francisco (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

LEGAL APPROVAL: Joseph Hassintou
AS TO FORM General Counsel for the Authority



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Systemwide Overhead Sign Inspection Services
Contract No. 000988
Supplemental Agreement No. 2

This Supplemental Agreement entered into this 24th day of May, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as the "CFX", and AYRES ASSOCIATES, INC., herein referred to as the "Consultant", the same being supplementary to the Contract by and between the aforesaid, dated July 24, 2014, for the cost of providing systemwide overhead sign inspection services, in Orange County, Florida.

1. CFX wishes ^{to} increase the compensation to the Consultant in the amount of \$49,000.00, based on the Compensation Rates included in Exhibit B of the Contract, with no increase in Contract time, to provide funding to complete the required overhead sign inspections to the end of the first renewal of the Contract, and
2. The Consultant hereby accepts and agrees to perform the required overhead sign inspections with an increase in compensation and no increase in the Contract time, and
3. CFX and Consultant agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 2 is necessary to provide funds to complete required overhead sign inspections to the end of the first renewal of the Contract.

25 MAY '16 04:11:46

SUPPLEMENTAL AGREEMENT NO. 2

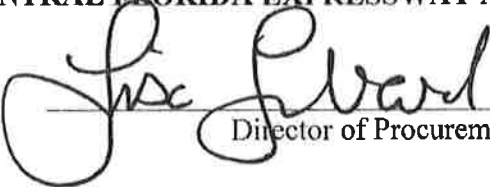
Contract Name: Systemwide Overhead Sign Inspection Services

Contract No.: 000988


Amount of Changes to this document: \$49,000.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

AYRES ASSOCIATES, INC.

By: _____
Signature

Print Name: Hisham N. Sunna

Title: Manager

Witness: _____

Witness: _____

25 MAY '16 04:11:46

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Overhead Sign Inspection Services
Contract No. 000988
Supplemental Agreement No. 1

This Supplemental Agreement entered into this 14th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as the "Authority", and AYRES ASSOCIATES, INC., herein referred to as the "Consultant", the same being supplementary to the Contract by and between the aforesaid, dated July 24, 2014, for the cost of providing systemwide overhead sign inspection services, in Orange County, Florida.

1. The Authority wishes to update the list of signs to be inspected as shown in the attached Attachment A, with an increase in compensation of \$86,000.00 based on the Compensation Rates included in Exhibit B of the Contract, and
2. The Consultant hereby accepts and agrees to perform the inspections in accordance with Attachment A, with an increase in compensation, and
3. The Authority and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to update the list of signs to be inspected and to increase the compensation to the Consultant.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Overhead Sign Inspection Services

Contract No.: 000988

Amount of Changes to this document: \$86,000.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Cause Miller
Director of Procurement

AYRES ASSOCIATES, INC.

By:

Hisham N. Sunna
Signature

Print Name: Hisham N. Sunna

Title: Manager

Witness: *Fatherine Francisco*

Witness: *Julius D. Medina*

Approved as to form and execution, only.

General Counsel for the Authority

Joseph H. Heston

RECEIVED
CONTRACTS DEPT
CS 5/20/15
SIGNATURE /

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
AYRES ASSOCIATES, INC.**

**SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988**

**CONTRACT AMOUNT: \$400,000.00
CONTRACT DATE: JULY 24, 2013**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988**

July 2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

**Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, Ex-Officio Member**

Executive Director

Max Crumit, P.E.

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988**

This Contract is made this 24th day of July, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and AYRES ASSOCIATES, INC., 8875 Hidden River Parkway, Suite 200 Tampa, Florida 33637-1035, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to provide overhead sign inspection services; and,

WHEREAS, on or about June 13, 2013, the CONSULTANT entered into an agreement with the State of Florida Department of Transportation (FDOT) (identified as Contract No. C-9B40) to provide the same services as required by the AUTHORITY; and,

WHEREAS, letters of interest seeking qualified consultants to perform such services for the AUTHORITY was not required because the CONSULTANT has an existing contract with the FDOT for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by the FDOT; and,

WHEREAS, the CONSULTANT agrees to provide the services under the same terms and conditions as included in its contract with the FDOT, a copy of which is attached to this Contract, and such additional terms and conditions as may detailed below;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY.

2. CONTRACT TERM AND TERMINATION

The term of the Contract will be two (2) years from the date stated in the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial two-year Contract Term and any renewals.

Termination shall be according to the CONSULTANT's agreement with the FDOT.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. The Contract amount shall not exceed \$400,000.00 during the term of the Contract unless amended by mutual agreement of the parties.

4. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONSULTANT's contract with the FDOT. Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance. The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

5. INDEMNITY

The CONSULTANT shall indemnify and hold harmless AUTHORITY and all of its respective officers, agents, CONSULTANT's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses, judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to material breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees). CONSULTANT will not be liable for damages

arising out of injury or damage to persons or property directly caused or resulting from the negligence or intentional act of the AUTHORITY or any of its officers, agents or employees.

6. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the AUTHORITY. Thereafter, CONSULTANT shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONSULTANT to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

7. PRESS RELEASES

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying AUTHORITY and securing its consent in writing.

8. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY'S Ethics Policy. The CONSULTANT acknowledges that it has read, and to the extent applicable, acknowledges that it will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will by reference be made a part of this Contract as though set forth in full.

10. NONDISCRIMINATION

CONSULTANT, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

11. SUBLETTING AND ASSIGNMENT

CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which shall not be unreasonably withheld, denied or conditioned. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

12. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

13. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

14. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

15. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

15.1 ~~Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and~~

15.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

16. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

17. STANDARD OF CARE. The standard of care applicable to CONSULTANT's services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.

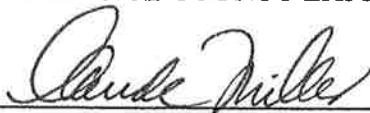
18. CONSTRUCTION MEANS AND METHODS. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such construction contractors' failure to perform work in accordance with the contract documents.

19. WAIVER OF CONSEQUENTIAL DAMAGES. Under no circumstances shall either AUTHORITY or CONSULTANT be liable to the other for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.


20. FORCE MAJEURE. In no event shall either AUTHORITY or CONSULTANT have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

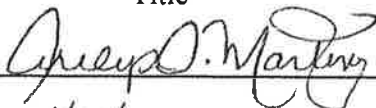
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above. This Contract was awarded by the Authority's Board of Directors at its meeting on July 24, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

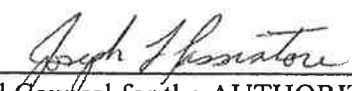
By: 
Director of Procurement

AYRES ASSOCIATES, INC.

By: 
Print Name: Hisham N. Sunna
Vice President
Title

Attest:  (Seal)
Date: 7/29/13

Approved as to form and execution, only.


General Counsel for the AUTHORITY