

## AGREEMENT

This agreement ("Agreement"), entered into and effective as of this November 3, 2022, ("Effective Date") is by and between **GREATER ORLANDO AVIATION AUTHORITY**, a public body existing under the laws of the State of Florida ("Aviation Authority" or "Authority") and Oceaneering International, Inc., a Delaware corporation ("Vendor") with offices at 2822 Commerce Park Drive, Suite 800, Orlando, FL 32819. Authority and Vendor shall be referred to collectively as "Parties" and individually as "Party".

### WITNESSETH:

**WHEREAS**, the Authority is a public and governmental body, existing under and by virtue of the laws of the State of Florida, specifically Chapter 98-492, Special Laws of Florida 1998, as amended (the "Act"), as an independent special district and agency of the City of Orlando, Florida (the "City"); and

**WHEREAS**, the City of Orlando, Florida, is fee owner of certain real property which Authority occupies and operates as the Orlando International Airport (said property referred to hereinafter as the "Airport") pursuant to that certain Operation and Use Agreement dated October 1, 2015 (the "Operating Agreement"); and

**WHEREAS**, Authority wishes to engage Vendor to provide Gate Mobility Goods and Services (as defined below) for the South Terminal Complex ("STC") at the Orlando International Airport.

**NOW, THEREFORE**, in consideration of the mutual covenants and premises hereinabove and hereinafter set forth, the parties hereby agree as follows:

1. Provision of Goods and Services. Vendor will provide gate mobility services ("Gate Mobility Services") and Gate Mobility vehicles ("Gate Mobility Goods"), together Gate Mobility Goods and Services. Gate Mobility Goods is defined as manually driven vehicles with automation capabilities. Gate Mobility Services is defined to include the training of Orlando International Airport personnel or its designated contractors for operation of the Gate Mobility Goods whether operated manually or automated, and the maintenance of the Gate Mobility Goods and as further detailed in Exhibits "A" and "B". Vendor shall deliver three (3) rental golf carts on the Effective Date, the first Gate Mobility vehicle to be delivered no later than November 11, 2022, and approximately one Gate Mobility Vehicle will be delivered every two weeks thereafter. Vendor shall deliver a total of six (6) Gate Mobility Vehicles by December 26, 2022. Delivery shall be made by Vendor at Terminal C, Orlando International Airport.

2. Fee.

Authority shall pay to Vendor as follows ("Compensation").

- November 2022 \$8,375;
- December 2022 \$16,750;
- January 2023 \$25,125;

In any month wherein the delivery of the Gate Mobility Vehicle(s) is delivered during the month, then the fee for the month shall be pro-rated.

Vendor shall submit a monthly invoice for the fee and Authority shall pay each invoice within thirty (30) days after receipt thereof. Authority shall notify Vendor within fifteen (15) days after receipt of invoice if Authority disputes the amount of payment requested. Authority shall pay to Vendor without delay any undisputed amounts due to the Vendor. Authority and Vendor will exercise good faith efforts to resolve any payment disputes.

Vendor is under no obligation to perform or continue to perform any portion of the Gate Mobility Goods and Services if Authority has failed to timely pay undisputed invoices, or any undisputed portion thereof. In such event, upon fifteen (15) days prior written notice, Vendor may suspend all or any portion of the Gate Mobility Goods and Services at any time thereafter, until Authority cures such breach and the amounts due have been tendered to Vendor. During suspension, full day rates for Vendor's personnel and equipment continue to apply, and any costs incurred by Vendor including costs for shutdown, delay and re-start will accrue and be for Buyer's account. If suspension continues for fifteen (15) days following Vendor's written notice of suspension, Vendor may terminate this Agreement for Authority's default.

3. Term. The term of this Agreement shall be for a period of three (3) months beginning on the Effective Date ("Term"), with the option to extend the Term upon the written mutual agreement of the Parties.

4. No Joint Venture or Employment Relationship. This Agreement shall not render Vendor or any of its employees or subcontractors an employee, partner, agent of, or joint venture with Authority for any purpose. Vendor is and will remain an independent in its relationship to Authority. Authority shall not be responsible for withholding employment taxes with respect to Vendor's compensation hereunder. Vendor shall have no claim against Authority hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Vendor shall not bind nor attempt to bind Authority to any other contract.

5. Changes to the Work. Authority may request additions, deductions, or revisions to the Gate Mobility Goods and Services ("Change Order") by providing Vendor the following information in a written proposed Change Order: (a) a description of the addition, deletion, or change to the Gate Mobility Goods and Services, to include any changes in the Schedule, and (b) a description of the change to the fees resulting from the change in Gate Mobility Goods and Services. If Authority advises Vendor that additional Gate Mobility Goods and Services covered by this Agreement is required, Vendor agrees that it shall perform such Gate Mobility Goods and Services for the price mutually agreed by Authority and Vendor pursuant to a fully executed Change Order. Authority shall not be liable for payment for any additional Gate Mobility Goods and Services performed by Vendor unless the parties have fully executed a Change Order. All of the terms and conditions of this Agreement shall continue to apply to the Change Order unless expressly stated therein.

6. Insurance. At its sole expense, Vendor shall maintain the following insurance during the term of this Agreement, including any extensions or renewals and such insurance will apply to Vendor, its employees, agents, and Sub Vendors. For the purposes of this Clause 6, Insurance, sub vendors shall explicitly exclude any entity providing material, parts, components, or other physical elements of the Gate Mobility Goods.

a. General Liability and Automobile Liability:

(i) Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and contractual liability for Vendor's covenants, with a limit of liability not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence; and

(ii) Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Authority property resulting in property damage or bodily injury, including death with a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) combined single limit per accident;

(iii) Additional Insured Endorsement. Such above referenced liability insurance shall name Authority and its members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds limited to the extent of the valid indemnity and liability obligations undertaken by Vendor under this Agreement.

b. Workers' Compensation and Employer's Liability. The following insurance shall apply to all Vendor's employees who will be engaged on Authority property in the performances of Services in this Agreement: (i) workers' compensation insurance with statutory limits in accordance with Florida law, and (ii) employer's liability insurance policy limits not be less than \$100,000 for each accident, \$100,000 for disease each employee and \$500,000 for disease policy limit. If the Vendor is self-insured, the Vendor shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations. The Authority will not accept State of Florida exemptions.

c.

d. Other Insurance Requirements. Vendor agrees to the following as it relates to all above required insurance:

(i) Insurance shall be carried with an insurance company or companies with a financial stability rating by A.M. Best of B+ VI or better and said policies shall be in a form acceptable to Authority.

(ii) Any liability insurance maintained by Vendor written on a claims-made form basis will maintain coverage for a minimum of three (3) years to cover claims made after the Vendor has concluded its services to Authority.

(iii) All insurance required for this Agreement shall contain a waiver of subrogation clause, as allowed by law, in favor of Authority and the City of Orlando limited to the extent of the valid indemnity and liability obligations undertaken by Vendor under this Agreement.

(iv) A properly completed and executed Certificate of Insurance on a form provided or approved by Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon execution of this Agreement by Vendor and each renewal thereafter during the term of this Agreement and its renewal/extension. Vendor acknowledges that any acceptance of Certificate of Insurance by Authority does not waive any obligations herein this Agreement.

(v) The Authority is currently contracted with a third party for the management of all insurance certificates related to Authority Contracts. Companies who enter into an agreement with the Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Vendor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Agreement. Vendor will respond as directed in the introductory letter as well as any further instructions they may receive.

(vi) The Vendor shall provide the Authority immediate written notice of any adverse material change to the Vendor's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Vendor's self-insured retention and any non-renewal or cancellation of required insurance.

(vii) If any insurance coverage is canceled or reduced, Vendor shall, within forty-eight (48) hours remit to Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance Vendor or companies acceptable to Authority. If Vendor fails to obtain or have such insurance reinstated, Authority may, if it so elects, and without waiving any other remedy it may have against Vendor, immediately terminate this Contract upon written notice to Vendor.

7. Indemnity. Vendor shall indemnify, defend and hold completely harmless the Aviation Authority, the City of Orlando and the members (including, without limitation, all members of the governing board and the advisory committees of each), officers, agents and employees of each, (the Indemnified Parties") from and against any and all third party claims, suits, demands, judgments, losses, costs, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (a) arising directly out of goods and services provided to the Aviation Authority or Vendor's operations at the Airport or in connection with any of Vendor's rights and obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission to the extent caused by the negligence of Vendor or its officers, directors, partners, employees, and agents, contractors, subcontractors, or licensees, . This indemnification shall not apply to the extent that any claims, damages, losses, judgments, costs, liabilities and expenses arise from Aviation Authority's negligence, gross negligence or intentional misconduct. The Aviation Authority shall give Vendor reasonable notice of any suit or claim for which indemnification will be sought under this Indemnification section, allow Vendor or its insurer to compromise and defend the same to the extent of its interests (subject to the Aviation Authority's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. Nothing herein shall be deemed a waiver by Aviation Authority of its sovereign immunity rights under the laws of The State of Florida.

8. Taxes and Permits.

- a. Taxes. Other than sales tax, if applicable, Vendor shall be liable at its sole cost and expense, and the Aviation Authority shall have no liability for, any taxes, including but not limited to employment or income taxes, with respect to Vendor.
- b. Permits. Unless otherwise specified in this Agreement, Authority shall obtain and pay for all permits, licenses, authorizations, clearances, or certificates required for the Gate Mobility Goods and Services under this Agreement, if applicable. Vendor shall use commercially reasonable efforts where applicable to assist Authority with obtaining and maintaining such permits, licenses, authorizations, clearances, or certificates required.

9. Warranty. Vendor warrants that the Gate Mobility Goods and Services shall (i) be free from all liens, charges or encumbrances; (ii) be free from defects in materials and workmanship and shall conform to the provisions, specifications,

designs, instructions and services of this Agreement and furnished by Vendor; (iii) be new and (iii) conform with any and all applicable regulations in force at the time of delivery. Vendor's liability for any loss, damage, or delay sustained by Authority as a result of Vendor's defective performance of the Gate Mobility Goods and Services, by any cause whatsoever, shall be limited to re-performance or correction of the portion of the Gate Mobility Goods and Services subject to such defect at no cost to Authority subject to being advised of the Authority's claim prior to Vendor's demobilization from the STC. With regard to products or goods not manufactured by Vendor, Vendor will use its commercially reasonable efforts to pass through to Authority all warranties and indemnities provided by any third-party providers to Vendor to the extent permitted by law or Vendor's contracts with such third-party providers but in no event shall Vendor be liable to Authority for the default, acts or omissions of third-party providers or the products or goods acquired therefrom. THE FOREGOING CONSTITUTES AND EXPRESSES THE ENTIRE STATEMENT OF THE PARTIES WITH RESPECT TO WARRANTIES. VENDOR DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

10. Safety. Authority agrees that it shall be solely responsible for: (i) safe working conditions on the site; (ii) safety of persons and property during the performance of their services; (iii) compliance with OSHA regulations; (iv); and (iv) providing any and all safety equipment necessary for personal protection. Vendor will comply with Authority's site safety rules.

11. Not used.

12. Access. Authority shall secure for Vendor and its subcontractors and its and their employees and agents rights of access to and from the Terminal C at no charge to Vendor and in accordance with its policy and procedures. Vendor shall comply with any limitations, restrictions or conditions which may restrict such access. Authority shall liaise, co-operate with and afford reasonable facilities and assistance to Vendor.

13. Not Used.

14. Termination.

a. Default by Vendor; Events of Default. The occurrence of any of the following events shall be considered a default by Vendor under this Agreement ("Event of Default"):

(i) Vendor fails to perform a material provision of this Agreement and Vendor does not remedy such failure within thirty (30) calendar days after written notice of such failure has been delivered by Authority to Vendor, if such failure is curable within such period (the "Cure Period"). If it is not curable within such period, Authority shall have the right to terminate for default if the failure is not cured within a reasonable amount of time.

(ii) Vendor (i) voluntarily terminates operations or consents to the appointment of a receiver, trustee, or liquidator of Vendor or of all of a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing its inability to pay its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) files a petition or answer seeking reorganization or an arrangement with creditors or takes advantage of any insolvency law, or (v) takes, or has taken against it, any action for the purpose of effecting any of the foregoing.

b. Remedies for Default by Vendor. Following receipt of Authority's written notice providing details of Vendor's material default if Vendor fails to remedy such material default within the Cure Period, Authority may terminate this Agreement.

c. Default by Authority; Events of Default The occurrence of any of the following events shall be considered a default by Authority under this Agreement:

(i) Authority fails to perform a material provision of this Agreement and Authority does not remedy such failure within thirty (30) calendar days after written notice of such failure has been delivered by Vendor to Authority, if such failure is curable within such period (the "Cure Period"). If it is not curable within such period, Vendor shall have the right to terminate for default if the failure is not cured within a reasonable amount of time. Notwithstanding the foregoing, Vendor's right to terminate Authority for non-payment shall be in accordance with Section 2 Fees, however Section 14 (d) and (e) shall apply to such termination.

(ii) Authority (i) voluntarily terminates operations or consents to the appointment of a receiver, trustee, or liquidator of Authority or of all or a substantial portion of its respective assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing its inability to pay its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) files a petition or answer seeking reorganization or an arrangement with creditors or takes advantage of any insolvency law, or (v) takes, or has taken against it, any action for the purpose of effecting any of the foregoing.

- d. Remedies for Default by Authority. Following receipt of Vendor's written notice providing details of Authority's material default, if Authority fails to remedy such material default within the Cure Period, Vendor may terminate this Agreement. Following termination, Authority shall immediately pay to Vendor all sums then due and owing, which are undisputed.
- e. Interest. Whether or not this Agreement is terminated by Vendor, in the event any sum due hereunder is not received by Vendor within thirty (30) days after written notice has been delivered by Vendor to Authority, interest shall accrue and Authority shall be liable for paying such interest on any amount due but not paid at the rate of eighteen percent (18%) per annum, or the maximum legal amount, whichever is less, until such amount is paid.

15. Assignment. Authority may assign or transfer any part of this Agreement with written notice to and approval by Vendor, which shall not be unreasonably withheld.

16. Force Majeure. Neither Party shall be in default hereunder for any failure of or delays in performance of this Agreement resulting from causes beyond its reasonable control, including but not limited to: acts of God or the public enemy; accidents; fire; explosion; weather; pandemics or epidemics; acts of war including terrorism, insurrection, revolution, riot or embargo; rights of third persons at law or in equity, including injunction, restraining orders and stays of all kinds; and statutory and governmental prohibitions, restrictions and/or regulations ("Force Majeure"). A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of such Force Majeure event, (i) provide written notice to the other Party of the nature and extent of the Force Majeure event; and (ii) use its commercially reasonable efforts to remove any such causes and resume performance under this Agreement. In the event of a Force Majeure event, the time for performance of the affected Party's obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. If a Force Majeure event exists for a period of thirty (30) consecutive days or renders further performance impractical, the parties shall confer to determine whether and on what terms and conditions to continue or to terminate this Agreement. Nothing in this provision shall relieve Authority from its obligation to pay Vendor for any outstanding amounts due.

17. Disputes. The Parties agree to use their best efforts to amicably resolve any dispute that may arise under this Agreement through discussion and negotiation. Either Party may request in writing that each Party's management representatives with binding authority meet at such a place the Parties reasonably agree to resolve the dispute. Upon receipt of this demand each Party will promptly comply and will negotiate in good faith to resolve the dispute. If the Parties do not resolve the dispute within a reasonable time of the date of the first meeting between management representatives, the Parties agree to resolve the dispute by binding arbitration pursuant to the then-current rules of the American Arbitration Association (AAA). Such arbitration shall be held in Orlando, Florida. The arbitration shall be conducted by three arbitrators, who shall be knowledgeable in the subject matter hereof. Each party shall appoint one arbitrator, and the two arbitrators shall appoint the third. The arbitrators will provide a written explanation to the parties of any arbitration award. Any decision rendered by the arbitrators shall be binding, final and conclusive upon the parties, except the right to appeal for manifest errors, and a judgment thereon may be entered in, and enforced by, any court having jurisdiction over the Party against which an award is entered or the location of the assets of such party, and the Parties hereby irrevocably waive any objection to the jurisdiction of such courts based on any ground, including without limitation, improper venue or forum *non conveniens*. The parties and the arbitrator shall be bound to maintain the confidentiality of this Agreement, the dispute and any award, except to the extent necessary to enforce any such award. The expenses of arbitration shall be shared equally by the Parties (unless otherwise determined by the arbitrators); provided, however, that each Party shall pay for and bear the cost of its own experts, evidence and legal counsel. Notwithstanding each party agreeing

to arbitrate, both Parties acknowledge that a material breach of this Agreement may cause the other Party irreparable harm for which there may be no adequate remedy at law, and that under such circumstances, a Party shall be entitled to seek equitable relief by injunction or otherwise in any court having jurisdiction.

18. Limitation of Liability.

- a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BUT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF PROFIT OR ANTICIPATED PROFIT, LOSS OF USE, LOSS OF CAPITAL, LOSS OF PRODUCT, LOSSES RESULTING FROM FAILURE, SERVICE INTERRUPTION, DOWNTIME OF FACILITIES, FAILURE TO MEET OTHER CONTRACTUAL COMMITMENTS OR DEADLINES OR LOSSES ARISING OUT OF ITS PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF: (I) WHETHER THE DAMAGES WERE FORESEEABLE; (II) WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) To the maximum extent permitted by applicable law, Vendor's total cumulative liability is limited to the lesser of two-hundred fifty thousand dollars (\$250,000) or one hundred percent (100%) of the amount paid by Buyer to Vendor under this Agreement. The limit of liability under this Agreement shall limit such liability not only in contract but also in tort or otherwise at law and shall apply irrespective of cause, including, but not limited to any act or omission of delay, defective performance, breach of warranty, suspension, or termination, and will apply notwithstanding the negligence or breach of duty of Vendor, however such limitation shall exclude liability to the extent caused by Vendor's willful misconduct or illegal acts.

19. Non-Waiver. No waiver of a breach, of a failure of any condition, or any right or remedy contained or granted in the provisions of this Agreement, will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be considered a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing specifies.

20. Governing Law. This Agreement will be interpreted under and governed by the laws of the State of Florida without regard to its conflict of law principles.

21. Severability. If a court of competent jurisdiction holds any of the provisions of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or any portion of them, will remain unaffected.

22. Entire Agreement. The Agreement, including the attachments referenced herein, constitutes the entire understanding and agreement of and between the Parties and supersedes all prior representations and agreements. This Agreement shall not be varied by any oral agreements or representations, or otherwise, except by an instrument in writing of subsequent date and duly executed by authorized representatives of the Parties.

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which is to be deemed original for all purposes. A telecopied facsimile or e-mailed facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of the parties to the terms herein.

24. Notice. Except as otherwise provided in Section 14.8(xiii) below, any notice permitted or required to be given under the terms of this Agreement shall be in writing, addressed to the party to whom it is directed, and sent either (1) by United States certified or registered mail, postage prepaid, return receipt requested or (2) by hand delivery, including delivery by courier service or overnight delivery service, provided that there is a written record of the date of delivery, to the address shown below or to such other address as either party may from time to time designate by written notice in accordance with this Section:

To Authority: Chief Executive Officer  
Greater Orlando Aviation Authority  
One Jeff Fuqua Boulevard  
Orlando International Airport  
Orlando, Florida 32827-4399

Copy to: Chief of Operations  
One Jeff Fuqua Boulevard  
Orlando International Airport  
Orlando, Florida 32827-4399

To Company: Oceaneering International, Inc.  
2822 Commerce Park Drive, STE 800  
Orlando, FL 32819

Attention: VP/GM

Any notice shall be deemed to have been received upon the earlier of actual receipt, one (1) day after delivery to courier or time-definite delivery service for next day delivery or three (3) days after mailing by United States certified or registered mail.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement upon the date first set forth above.

Oceaneering International, Inc.

By: 

Name: DAVE MAUCK

Title: VP & GENERAL MANAGER

Date: 4 NOVEMBER 2022


WITNESS:

  
Anna Farmer, Manager, Board Services

GREATER ORLANDO AVIATION  
AUTHORITY

  
Kevin Thibault, P.E., FASCE,  
Chief Executive Officer

WITNESS:

  
Print: Erin Keller

APPROVED AS TO FORM AND  
LEGALITY for the use and reliance of the  
GREATER ORLANDO AVIATION  
AUTHORITY, only, this 8 day of  
November, 2022.

By: Rumberger Kirk & Caldwell, P.A., Counsel



Approved as to Form



**Exhibit A**

**Scope of Work**

**Vendor shall perform the following Gate Mobility Goods and Services:**

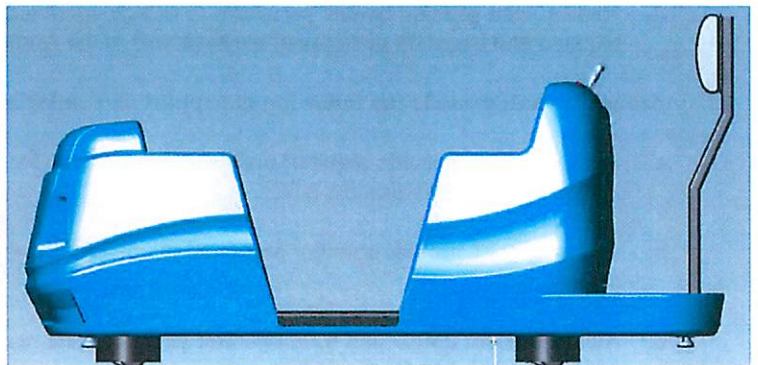
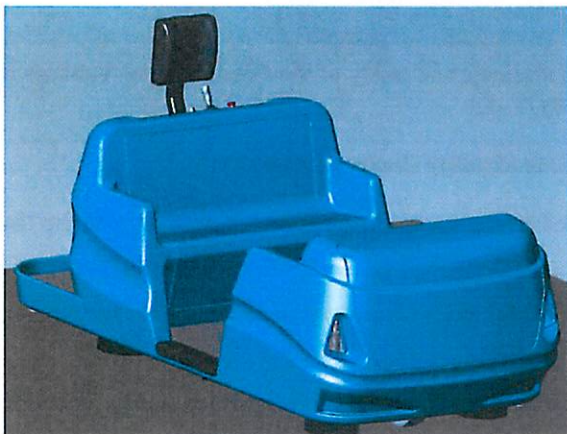
- a. Vendor will deliver six (6) Gate Mobility Vehicles to the STC with the following characteristics:
  - (i) Six (6) passenger each, with provisions for one on-board operator;
    - (1) Four (4) Gate Mobility Vehicles to service the main passenger level;
    - (2) Two (2) Gate Mobility Vehicles to service the customs corridor;
    - (3) Upon request, this allocation can be adjusted.
  - (ii) Manually driven (automation capable at a future date);
  - (iii) Cabin design as represented in Exhibit B;
  - (iv) Gate Mobility Vehicle battery charger system.
- b. Vendor shall provide one on-site Supervisor (coverage and exact times to be coordinated with the Authority);
- c. Vendor shall provide on-site training to Authority personnel in operation of the Gate Mobility Vehicles (schedule and attendance to be coordinated with the Authority);
- d. Vendor shall provide on-site personnel to ensure operational readiness and safety of the Gate Mobility Vehicles (as required and based on operational requirements of the Authority).

**Authority shall provide the following in support of Vendor's Gate Mobility Goods and Services:**

- a. Authority shall provide required access and provisions for delivery, storage, charging, and maintenance of the Gate Mobility Vehicles within the STC;
- b. Authority shall provide operator personnel for operating the Gate Mobility Vehicles and interacting with, and servicing passengers;
- c. Authority shall define and train operator personnel the necessary procedures and policies with regard to interacting with, and servicing, passengers.

Exhibit B

Gate Mobility Vehicle Cabin Design





November 3, 2022

Greater Orlando Aviation Authority  
One Jeff Fuqua Blvd.  
Orlando, FL 32827 USA

**Attention:** Mr. Abdu EL Baroudi

**Subject:** South Terminal Shuttle Service (Gate Connect)- 90 Day Proposal

\*\*\*EXEMPT\*\*\*  
\*\*\*Confidential\*\*\*

Good afternoon,

Oceaneering International, Inc. (OII) is pleased to present this proposal to the Greater Orlando Aviation Authority (GOAA) team to address mobility passenger demands in the new South Terminal Complex.

For a period of ninety (90) days, Oceaneering proposes to provide a Gate Connect Shuttle Service based on the following:

- Start of Services: November 11, 2022
- November 11 to December 2 - Three (3) Golf Carts will be delivered to site for immediate integration
- Gate Connect Delivery:
  - November 11<sup>th</sup>- Vehicle #1 on site
  - November 25<sup>th</sup>- Vehicle #2 on site
  - December 9<sup>th</sup>- Vehicle #3 on site
  - December 19<sup>th</sup>- Vehicle #4 on site
  - December 26<sup>th</sup>- Vehicle #5 and #6 on site
- Services:
  - On Site Supervisor (Technical)
    - Supervisor duties include Gate Connect Vehicle technical support, GOAA operator support and training, and Gate Connect data collection and operational plan development
  - Remote Technical Support and On-Site Technician Support (as needed and included)
- Gate Connect Vehicle Billing schedule:
  - November 2022 \$8,375
  - December 2022 \$16,750
  - January 2023 \$25,125
- GOAA Obligations
  - Provide required Gate Connect Vehicle operators in support of daily operational objectives
  - Provide assistance/access for delivery of Gate Connect Vehicles
  - Provide assistance/guidance to obtain security clearance and access badging
- Gate Connect Vehicle
  - Manually driven with provisions for automation (later date)
  - Vehicle Cabin Concept, as represented in Attachment A



This proposal is valid for a period of fifteen (15) days and is subject to mutually agreeable terms and conditions. We sincerely appreciate the opportunity to support the GOAA team. If you have any questions, please contact me at any time.

Best regards,

A handwritten signature in blue ink, appearing to read "George Moore", is written over a light blue horizontal line.

George Moore  
Director  
Oceaneering International, Inc.

Attachment: Gate Connect Vehicle Cabin Concept



Attachment A: Gate Connect Vehicle Cabin Concept

