

**FOURTH AMENDMENT TO THE  
AGREEMENT DATED NOVEMBER 3, 2022**

**THIS FOURTH AMENDMENT TO THE AGREEMENT DATED NOVEMBER 3, 2022** (“Amendment”) is made and entered into as of August 1, 2024, by and between **THE GREATER ORLANDO AVIATION AUTHORITY** (“Aviation Authority”) and **OCEANEERING INTERNATIONAL, INC.**, a Delaware corporation (“Vendor”) with offices at 2822 Commerce Park Drive, Suite 800, Orlando, FL 32819. The Aviation Authority and Vendor shall be referred to collectively as “Parties” and individually as “Party”.

**WHEREAS**, Vendor and Aviation Authority entered into that certain Agreement with an effective date of November 3, 2022 (the “Agreement”); and

**WHEREAS**, Vendor and Aviation Authority entered into that certain Amendment 1 to the Agreement with an effective date of March 3, 2023 (the “First Amendment”); and

**WHEREAS**, Vendor and Aviation Authority entered into that certain Amendment 2 to the Agreement with an effective date of July 17, 2023 (the “Second Amendment”). The Second Amendment provided for a term ending March 31, 2024; and

**WHEREAS**, Vendor and Aviation Authority entered into that certain Amendment 3 to the Agreement with an effective date of April 1, 2024 (the “Third Amendment”); The Third Amendment provided for a term ending December 31, 2024; and

**WHEREAS**, the Parties wish to add mobility vehicle operators as outlined in Exhibit D, “Terms and Conditions for Vehicle Personnel Services Contract”; and

**WHEREAS**, Vendor and Aviation Authority desire to enter into this Amendment to effectuate such changes.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

1. **Entire Agreement.** This Fourth Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Agreement between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Agreement, First Amendment, Second Amendment, and this Third Amendment, the latest shall govern and control.

2. **Compensation.** The Aviation Authority shall continue paying the Vendor a monthly amount of \$33,500 for the vehicles and the not-to-exceed fees outlined in **Exhibit E, “Staffing and Pricing Structure”**. Compensation shall be paid pursuant to the terms and conditions of the Contract.

3. **Fees Associated with Identification Badges and Keys.** The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance. The Aviation Authority shall determine the term of each badge at the time of issuance.

**Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.**

4. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 4, the Contract shall continue in full force and effect in accordance with its terms and conditions.

**The remainder of this page is intentionally blank.**

A handwritten signature in blue ink, appearing to be "Daw", is located in the bottom right corner of the page. The signature is written in a cursive style and is enclosed within a hand-drawn triangular shape.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed the day and year first above written.

**“AVIATION AUTHORITY”**

**GREATER ORLANDO AVIATION AUTHORITY**

By: *Kevin J. Thibault*  
boxSIGN 1V3033J4-17Y55732

Kevin J. Thibault                      CEO  
Name /Title

Date: Aug 5, 2024

**“VENDOR”**

**OCEANEERING INTERNATIONAL, INC.**

By: *Dave Mauck*

*Dave Mauck VP/GM*  
Name /Title

Date: *1 August 2024*

**APPROVED AS TO FORM AND LEGALITY**

For the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: RumbergerKirk

By: *DJG*  
boxSIGN 1V3033J4-17Y55732

Date: Jul 31, 2024

## EXHIBIT D

### Terms and Conditions for Vehicle Personnel Services Contract

#### 1. Definitions

- a. "AAR" shall mean Aviation Authorized Representative
- b. "Agreement" shall mean the original agreement executed between Oceaneering International, Inc. and the Greater Orlando Aviation Authority dated November 3, 2022, and any incorporated or modification through Amendment, Change Order or Addendum duly executed by both parties.
- c. "Authority" or "Aviation Authority" shall mean Greater Orlando Aviation Authority
- d. "Authority Having Jurisdiction" shall mean any government entity having legal authority over the operations, security or work at the worksite.
- e. "Billable Labor Rates" shall mean hourly rates per personnel category as established in **Exhibit E: Staffing and Pricing Structure**
- f. "Contractor" shall mean Oceaneering International, Inc. and Vendor as defined in the Agreement.
- g. "Personnel" Contractor provided employees for the roles of Vehicle Operator and Supervisor.
- h. "Subcontractor" shall mean any third-party hired by Contractor to perform a portion or all of the Services.
- i. "Services" shall mean the Vehicle Personnel Services outlined in this Exhibit D.
- j. "Vehicles" shall mean the Contractor provided Gate Mobility Vehicles as described in the Agreement.
- k. "Worksite" shall mean the Orlando International Airport.

#### 2. Performance

- a. The Aviation Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Agreement has in fact been accomplished to in accordance with the requirements of this Exhibit D and/or completed in a timely manner.
- b. The Aviation Authority shall notify the Contractor of any specific services that are noncompliant, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame (but in no less than three (3) days from notice), set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Agreement or by law or equity, may either remedy such unsatisfactory services itself and the direct cost of providing the remedial services shall be deducted from the Contractor's invoice at the value of the unperformed service.



- c. Contractor shall be financially responsible for all Federal civil penalties assessed against Aviation Authority for security/safety violations as a direct result of the negligent acts or omissions of Contractor, and/or Subcontractors.

**3. Work Hours**

- a. The Contractor shall be obligated to perform mobility operations services twenty (20) hours per day, seven (7) days per week, 365 days per year for the operation of six (6) Gate Mobility Vehicles as provided under the Agreement. The operation hours may be adjusted with written notification from the AAR.
- b. Personnel shall be provided by the Contractor to meet the operational performance required in Section 7: Staffing Requirements. The Contractor shall not exceed the staffing, hours/day or days/week requirements described in this Exhibit without advance, written approval from the AAR.
- c. In the event an emergency condition is declared by the Aviation Authority's Chief Executive Officer, the Chief of Operations, or the Vice President of Operations or their respective designees, the Contractor will perform work during such hours as specified by the Aviation Authority at the rates set forth in Exhibit E.
- d. The Contractor shall provide a monthly report of all hours worked by each employee to Aviation Authority not later than the tenth (10<sup>th</sup>) working day of the following month. Personnel shall not remain or loiter around any workplace area once their assigned shifts have been completed.

**4. Aviation Authority Responsibilities**

- a. The Aviation Authority will provide employee parking at the designated Employee Parking Lot at no cost to the Contractor or its employees while performing the work specified herein.
- b. The Aviation Authority will assist Contractor in obtaining any necessary work permits, certifications, bonds required by any Authority Having Jurisdiction over the worksite or the performance of the Services.

**5. Contractor's Responsibilities**

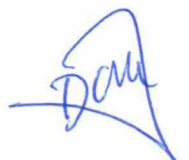
- a. The Contractor's Personnel shall ensure the safety of the public and other airport employees interacting with and around the Gate Mobility Vehicles during their operation and the provision of the Services.



- b. The Contractor shall ensure there are a sufficient number of qualified Personnel and operational vehicles available on-site at all times, in accordance with the approved Staffing Schedule and operating hours.
- b. The Contractor shall notify the AAR if a vacancy in the staffing plan occurs and shall provide the AAR with the Contractor's plan and timeline to refill such vacancy as directed by the AAR.
- c. Contractor Personnel shall pass Contract training criteria per **OES06-T-VP-00**. The Aviation Authority reserves the right to approve or disapprove a Contractor's employee's qualifications to serve as Personnel. The Aviation Authority reserves the right to require adjustment or replacement of any Personnel at the worksite at any time at the sole discretion of the AAR.
- d. The Contractor must advise the AAR in writing within twenty-four (24) hours of receipt of a notice of resignation or the termination of any Supervisor Personnel.
- e. Upon request, a copy of the staffing schedule, time sheets, and/or employee timecards shall be provided to the AAR.

**6. Contractor's Vehicle Operators**

- a. The Contractor shall provide all Personnel necessary to meet the requirements of Exhibit D. The Contractor shall ensure there are a sufficient number of qualified Personnel and operational vehicles available on-site at all times, in accordance with the approved Staffing Schedule and operating hours. Overtime hours must be pre-approved by the AAR.
- b. The Contractor shall select and hire only people who are able and qualified to perform the job duties for which they are hired. The individuals shall be courteous and capable of acting in the utmost professional manner when interacting with customers and the public.
- c. The Contractor shall report to the AAR any possible theft, fraudulent activity or vandalism observed or that becomes known by any employee(s) or Subcontractor(s) or any allegations of employee(s) or Subcontractor(s) dishonesty within twenty-four (24) hours of when the issue becomes known to Contractor's Supervisors.
- d. The Contractor's employees engaged to perform work under this Agreement shall be appropriately trained, full-time employees of Contractor or its Subcontractors.
- e. The use of "short term temporary" or casual "day labor" personnel to perform the work will not be permitted, except as authorized by the Aviation



Authority on a case-by-case basis. This prohibition shall extend to the use of any temporary help. Contractor may utilize contract labor on a long-term or contract-to-hire basis and this will not be considered short-term, temporary or day-labor. The Aviation Authority, with the AAR written approval, may authorize part-time personnel.

- f. The Contractor shall be responsible for the conduct, demeanor and appearance of the Personnel performing services while on or about the Airport while acting in the course and scope of employment.
- g. The Contractor's Personnel shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons at Orlando International Airport.
- h. The Contractor shall be responsible for ensuring that all articles found by its Personnel on Aviation Authority's premises are to be turned over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.
- i. Contractor shall transfer promptly from the Aviation Authority any Personnel that the AAR advises do not comply with the requirements of this Exhibit D and Contractor provided Code of Conduct requirements and replace such Personnel compliant with the requirements; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- j. A valid Florida driver license will be required of all Personnel operating Gate Mobility Vehicles, personal motor vehicles or any motorized equipment in or around the Orlando International Airport.
- k. Contractor will abide by all State and Federal employment regulations in regard to employment, wages, and working hours, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- l. Contractor shall require all prospective employees to show proof of United States citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.
- m. All Personnel who perform services pursuant to this Agreement shall be able to read, write, speak, and understand the English language.



- n. Contractor shall maintain a drug-free workplace in compliance with the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Aviation Authority premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor for the duration of employment and assignment to this scope of work. Copies shall be provided to the Aviation Authority, if requested.
- o. Contractor's Vehicle Operators shall also:
  - 1) Operate the designated Gate Mobility Vehicles safely, within the Contractor's training program guidelines of the vehicle, and within the Airport Authority designated operational locations.
  - 2) Provide excellent customer service to all terminal customers with an emphasis on interpersonal skills.
  - 3) Assist the traveling public by providing information concerning general flight activity, the airport amenities, to include parking options, directions to Central Florida attractions, and any other assistance as appropriate.
  - 4) Tabulate passenger volume data and provide the number of riders assisted per shift.
  - 5) Maintain all training for **OES06-T-VP-00 Operator Training** as required.

7. **Contractor's Supervisors**

- a. The Supervisor shall supervise Contractor Vehicle Operator staff.
- b. Contractor shall have at least one (1) Supervisor on duty during the 20 hour daily operation, and as requested through written notification from the AAR. No individual Supervisor shall be required to work beyond forty (40) hours per week without prior approval from the AAR. The Supervisor will be vested with sufficient authority to act as the Contractor's representative and shall be the first point of contact for operational needs.
- c. The Supervisor shall ensure professional decorum is observed and all Personnel follow approved procedures.
- d. The Supervisor shall ensure that the necessary notifications of incidents are performed during their shift.





- e. All Supervisors shall meet the following minimum qualifications:
  - 1) All the minimum requirements for Operator Personnel, as described in "Contractor's Vehicle Operators"
  - 2) Have at least one (1) year of customer service experience.
- f. Respond to and resolve all customer concerns related to Personnel.
- g. Supervise, plan, and review daily tasks performed by Personnel. Provide for the safety and security of the work area.
- h. Collect information and prepare written reports, logs, and correspondence as required. Responsible for review and accuracy of all documentation produced by the Personnel.

8. **Staffing Requirements**

| <b>Staffing Breakdown</b> |                    |                     |                     |            |
|---------------------------|--------------------|---------------------|---------------------|------------|
|                           | <b>Daily Hours</b> | <b>Weekly Hours</b> | <b>Annual Hours</b> | <b>FTE</b> |
| <b>Supervisor</b>         | 20                 | 140                 | 4,853               | 4          |
| <b>Operator</b>           | 100                | 700                 | 21,840              | 18         |
|                           |                    |                     | <b>Total FTE</b>    | <b>22</b>  |

9. **Breaks**

At no time will any work area be left unattended for the purpose of taking a break or any other reason. The Aviation Authority will establish breaks coverage with the Contractor.

10. **Uniforms**

- a. While working on airport property, all Contractor's and Subcontractor's Personnel shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA. Uniforms must present a professional appearance and be functional for physical job requirements. The uniforms shall be clean and fresh, fit properly, and be in good condition at all times.
- b. Contractor shall submit uniform samples to the AAR, for approval, prior to the commencement of the Work and prior to introduction of any change to the approved uniform.

- c. All Contractor's employees shall wear their uniforms at all times while on duty. Any Personnel working under this Agreement and not wearing a uniform, which complies with the provisions of this Section, shall immediately be suspended from further duties until the noncompliance is rectified.

**11. Additional Performance Requirements**

- a. Contractor shall ensure that all Personnel respond to the instructions of Aviation Authority Personnel and understand the roles of, Orlando Police Officers, and Federal Officials with appropriate jurisdiction and credentials.
- b. Contractor and Personnel shall report damage of Aviation Authority properties or facilities caused by Contractor, Subcontractor or Personnel. The Contractor shall notify the Aviation Authority immediately of any observed incident.

- c. **Customs and Border Patrol Badge**

- 1) The U.S. Customs and Border Protection required badge for the purposes of performing duties under the Contract is a hologram badge. The Contractor will comply with all U.S. Customs Service requirements in order to obtain and maintain a hologram to be affixed on the Aviation Authority badge. Currently a bond must be posted with U.S. Customs and Border Protection before any holograms are issued. Contractor should verify bond cost with U.S. Customs and Border Protection. The bond amount could change if the Contractor commits U.S. Customs and Border Protection violations or if the U.S. Customs and Border Protection changes its rules or procedures.

- 2) Post a continuous CF 301 Bond (Type 1 or 2) or an Airport Security Bond. The bond is obtained from an authorized surety company as referenced in 19CFR113.37. The face value of the bond depends upon how many employees will require access to the Customs security areas.

|                 |              |
|-----------------|--------------|
| Less than 15    | \$25,000.00  |
| Between 15 - 25 | \$50,000.00  |
| More than 25    | \$100,000.00 |

- 3) The CF 301 Bond can be designated as an import/broker bond, warehouse bond, international carrier bond, or a non-specific Airport Security Bond.



- 4) The Contractor must have a sufficient number of management staff as well as regular staff, (as permitted by local U.S. Customs and Border Patrol officials) badged with Federal Inspection Station (FIS) (US Customs and Border Patrol) credentials, to ensure adequate staff on all shifts are capable of responding to FIS calls without escort.

## 12. Safety and Training Program

- a. The Contractor shall provide each employee engaged as Personnel in the performance of work under this Agreement with the training needed to safely and competently perform the work hereunder.
- b. The Contractor shall maintain as a part of each employee's employment record a training record for such employee. The training record shall show, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. A transcript of the training records shall be made available to the Aviation Authority upon request.
- c. Training provided by the Contractor shall include appearance, attitude, conduct, customer service, incident reporting, and other duties outlined in the Aviation Authority-approved Contractor vehicle operator training program. The Contractor shall ensure that all training materials are secured and accounted for at all times and shall not share or release the information with any other party.

## 13. Invoices

- a. The Aviation Authority shall pay the Contractor at the Billable Labor Rates as set forth in "Exhibit E for **Mobility Vehicle Staffing Pricing**" providing services authorized by the Aviation Authority and actually performed by the Contractor to the satisfaction of the Aviation Authority in compliance with this Exhibit D.
- b. The Contractor shall invoice the Aviation Authority by the tenth (10th) day of each month for the following month of Vehicle Personnel Services that were performed by the Contractor. The Contractor's invoice shall include the number of personnel and hours for each staff member and shall be accompanied by supporting documents such as timecards. The Aviation Authority will pay each invoice within thirty (30) days of receipt thereof.
- c. The Contractor shall be responsible for proper submittal of all invoices and supporting documentation as necessary for the AAR to have the invoices processed in a timely manner. The Aviation Authority shall only pay for the hours requested by the Authority and actually worked by the Personnel



provided under this Agreement. The timekeeping forms to be used shall be provided by the Contractor, with approval of the Aviation Authority.

- d. A Time and Attendance Automated System shall be utilized by the Contractor for the purpose of tracking actual hours scheduled and worked.
- e. The Contractor shall pay Personnel as assigned pursuant to the provisions of this Exhibit D, and at a minimum, the hourly rates as specified on Exhibit E, exclusive of FICA, unemployment taxes, worker's compensation insurance, and any other employee fringe benefits offered by the Contractor as required by federal, state and local laws.
- f. The Aviation Authority shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all undisputed past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

**14. Modifications to the Agreement Terms & Conditions**

- a. Replace Agreement Article 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, ("Authority Group") from and against any and all third-party claims, suits, demands, judgments, losses, costs, damages, liabilities and expenses, including costs associated with investigation, defense, and reasonable attorneys' fees ("Damages") which may be incurred by, charged to or recovered from the Aviation Group arising directly from the Goods, Services, and Vehicle Personnel Services provided to the Aviation Group by Vendor or Vendor's operations at the Airport in connection, or with any of Vendor's rights and obligations contained in this Agreement for 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. This indemnification shall not apply to the extent that any Damages arise from Authority Group'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 unreasonable withheld) and reasonable 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.



- b. Damages arising from Vehicle Personnel Services shall not be limited by paragraph b) of Agreement Article 18: Limitation of Liability.

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**EXHIBIT E**  
**“Staffing and Pricing Structure”**

| POSITION               | MINMUM POSITION PAY RATE | Percentage Mark Up | BILLABLE LABOR RATE* | FTE | ESTIMATED ANNUAL HOURS** | EXTENSION    |
|------------------------|--------------------------|--------------------|----------------------|-----|--------------------------|--------------|
| Operations Supervisors | \$22.00                  | 59.00%             | \$34.98              | 4   | 4,160                    | \$145,516.80 |
| Operators              | \$19.00                  | 59.00%             | \$30.21              | 18  | 18,720                   | \$565,531.20 |
|                        |                          |                    |                      |     |                          | \$711,048.00 |

*\* The Billable Labor Rates shall include, but not be limited to, the wages paid to all Operators and Supervisors, its portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker’s compensation insurance costs, uniform costs, costs of any health insurance, costs for ID badges and keys, and any other fringe benefits provided to employees, costs of bonds and insurance coverages, travel costs, training costs, other overhead costs, profit margin, and any other costs or fees the company would expect to receive or recover from the Aviation Authority in performing Mobility Vehicles Operation Services.*

*\*\*The number of hours has been estimated for the purposes of establishing an estimated contract value. Although the Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours to differ from the estimates. The Aviation Authority will only be obligated to pay the Billable Labor Rates provided for the services actually requested by the Aviation Authority and satisfactorily provided by the Contractor.*