

**MISSISSIPPI PORT AUTHORITY**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING**

**July 26, 2023**

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Minutes of the Mississippi State Port Authority Board of Commissioners Meeting, Wednesday, July 26, 2023, at 2510 14<sup>th</sup> Street, Suite 1450, Gulfport, Mississippi at which the following Commissioners and staff were present:

Commissioners: John Rester, President  
Cowles Symmes, Vice-President (via telephone)  
Robert J. Knesal, Treasurer (via telephone)  
Kathryn Dennis Spear, Commissioner

Staff: Jon Nass, CEO  
Kim Purchner, Exec. Asst  
Gary Pitcovich, Deputy Operations Director  
James Buras, Port Engineer  
Jennifer Smith, Chief of Staff  
Teresa Ehrlich, Project Manager  
Tammy Salisbury, Asst. Comptroller  
Matt Gabbett, Director of Operations  
Cindy Ford, Contract/Admin Asst.

Ben Stone, Legal Counsel

Others: Nick Moody, MP Designs  
Keith Blystone, Ocean Aero  
Dylan Luce, Hy Stor Energy  
Ben Clark, Ports America

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Commissioner Rester noted the presence of a quorum and called the meeting to order at approximately 9:00 a.m.

The Pledge of Allegiance was led by Commissioner Rester.

The invocation was given by Commissioner Rester.

**PUBLIC COMMENTS:**

There were no public comments.

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Commissioner Spear moved to approve the Minutes from the June 22, 2023 Board Meeting. Commissioner Knesal seconded, and the motion was unanimously approved.

Commissioner Symmes moved to approve travel (July 26-27) – Nass, Smith, Milliet to Neshoba County, MS; (Oct 16-20, 2022) LaRue to Orlando, FL; (Aug 11-12, 2022) Nass to Colorado Springs, CO; (Nov 16-19, 2022) Meyer to Orlando, FL. Commissioner Knesal seconded and the motion was unanimously approved.

Commissioner Spear moved to approve the disbursements listed below. Commissioner Symmes seconded and the motion was unanimously approved.

DISBURSEMENTS THROUGH JULY 12, 2023

BILLS FOR THE MONTHS OF JUNE AND JULY 2023 APPROVED AND PAID

FROM THE GROSS REVENUE FUND OF THE MS STATE PORT AUTHORITY AT GULFPORT

CHK #	VENDOR	DESCRIPTION	CHK AMT
59832	A-1 Elevator Service, LLC	Quarterly Elevator Maintenance	4,248.00
59833	Kentwood Springs	Drinking Water	419.19
59834	AGJ Systems & Networks, Inc.	Computer Maintenance and Equipment	7,008.26
59835	AirGas Gulf States	Acetylene, Oxygen and Argon Cylinders	182.49
59836	Alexander, Van Loon, Sloan	Audit Services	735.00
59837	All Safe Technologies, LLC	Fire Alarm Monitoring and Repairs	2,359.32
59838	Best Buy Stores, L.P.	Computer Equipment	125.98
59839	City of Gulfport	Water	3,971.56
59840	C Spire Wireless	Cell Phone Services	991.68
59841	Deluxe Small Business Sales, Inc.	Website Hosting	89.96
59842	Eagle Energy, Inc.	Diesel Fuel	1,275.19
59843	Teresa Ehrlich	Office Supplies	30.00
59844	Elavon, Inc.	Credit Card Terminal for Cotton Compress	270.00
59845	Federal Express Corp.	Express Mail Services	34.86
59846	Foliage Design Systems, Inc.	Interior Plant Maintenance	279.69
59847	Fuelman	Fuel for MSPA Vehicles	2,011.65
59848	Great Southern Club	Membership Dues and Business Expenses	1,377.30
59849	Gulf Coast Business Supply, Inc.	Office Supplies	369.75
59850	MS State Treasurer Fund 3360900000	Telephone/Internet Services	674.42
59851	Kalmar USA, Inc.	Crane Spreader Computer Screen Repair	4,050.00
59852	Lowe's Home Center, Inc.	Paint and Maintenance Supplies	1,891.92
59853	Magnolia Printing Co.	Signs for USACE Meeting	82.70
59854	Mark Dunning Industries, Inc.	Waste Removal Services	1,287.50
59855	McClatchy Company, LLC	Advertising	1,323.96
59856	MS Economic Development Council	Sponsorship	750.00
59857	Memorial Hospital at Gulfport	New Employee Testing	40.00
59858	MS Gulf Coast Chamber of Comm.	Membership Dues	75.00
59859	MS Power Company	Electricity	169,846.19
59860	MS Pub. Employees Credit Union	Employee Deductions	445.00
59861	MSPA Petty Cash Fund	Replenish Petty Cash	6.90
59862	MS Society of CPAs	Membership Dues	175.00
59863	Phillips Building Supply	Supplies for Shed 2 Wall Repairs	4,733.70
59864	The Port Employees Assoc.	Employee Deductions	148.00
59865	Portable Services, Inc.	Portable Restroom Services	255.00
59866	Legal Shield	Employee Deductions	61.81
59867	Redd Pest Solutions	Pest Control Services	90.00
59868	RJ Young Company, Inc.	Printer Maintenance	484.72
59869	Rotolo Consultants, Inc. dba RCI	Landscape Services	2,983.61
59870	SBL Strategies, LLC	Professional Consulting Services	10,000.00
59871	Stericycle, Inc.	Document Shredding Services	151.14
59872	Sorg Printing, LLC	Business Cards	38.00
59873	South Mississippi Business Machines	Copier Maintenance	569.00
59874	Southern Printing & Silkscreen	Reflective Signs for Cotton Compress	270.00
59875	Southern Admin. and Benefits	Monthly Service Fee	209.00
59876	Kathryn Dennis Spear	TWIC Card	125.25
59877	Sterling Solutions LLC	Professional Services	15,000.00
59878	SunSouth, LLC	John Deere Track Loader	59,381.04

59879	Swetman Security Services, Inc.	Security Guard Services	31,994.65
59880	Southern Tire Mart, LLC	Tire for Backhoe	146.00
59881	United Way of South MS, Inc.	Employee Deductions	171.42
59882	Union Auto Parts	Maintenance Supplies	735.26
59883	DeeDee Wood	AICPA Membership Dues	340.00
59884	Wright National Flood Ins.	Insurance	9,244.00
59885	Matthew S. Wypyski	Consulting Services	13,528.48

CHECKS DATED 07/07/23 AND RELEASED PRIOR TO SCHEDULED CHECK RUN

59734	Sparklight	Internet Services	93.18
59735	CenterPoint Energy	Natural Gas Services	32.01
59736	CenterPoint Energy	Natural Gas Services	32.01
59737	City of Gulfport	Water	7,363.61
59738	Katie Gill	Accounting Services	806.25
59739	Harbor Square Parking Garage	Parking Garage Quarterly Rent	3,185.25
59740	Pass Road Mini Storage, LLC	Storage Unit Rent	180.00
59741	Redd Pest Solutions	Pest Control Services	70.00

CHECK DATED 07/10/23 AND RELEASED PRIOR TO SCHEDULED CHECK RUN

59742	IDEMIA	TWIC Card - J.Smith	125.25
TRANSFERS			
06/26/23	Marine Technology Society Inc.	Exhibitor Booth and Sponsorship	8,550.00
07/05/23	Federal Tax Deposit	Payroll Tax Deposit	26,389.66
07/06/23	Public Employment Retirement	Retirement Match and Withheld	73,629.87
07/06/23	State School Insurance Fund/DFA	07/2023 Employee Health and Life Insurance	15,542.70
Total			<u>\$493,088.34</u>

FINAL CHECKLIST FOR JULY 26, 2023

BILLS FOR THE MONTHS OF JUNE AND JULY 2023 APPROVED AND PAID

FROM THE GROSS REVENUE FUND OF THE MS STATE PORT AUTHORITY AT GULFPORT

CHK #	VENDOR	DESCRIPTION	CHK AMT
59886	Kentwood Springs	Drinking Water	493.13
59887	AFLAC	Employee Deductions	1,196.83
59888	AGJ Systems & Networks, Inc.	Computer Equipment	424.60
59889	All Safe Technologies, LLC	Fire Alarm Monitoring	319.60
59891	Sparklight	Cable Services	237.56
59892	Cadence Insurance, Inc.	Insurance	1,518,111.11
59893	Card Services	Office Supplies, Equipment and Subscription Renewal	1,867.59
59894	Card Services	Travel Expenses	1,798.19
59895	CDW Government	Adobe Subscription Renewal	1,960.14
59896	Sun Coast Business Supply	Office Supplies	276.00
59898	C Spire Business Solutions	Telephone/Internet Services	2,666.04
59901	Foliage Design Systems, Inc.	Interior Plant Maintenance	279.69
59902	Fuelman	Fuel for MSPA Vehicles	353.48
59903	Katie Gill	Accounting Services	1,526.25
59904	Guardian	Employee Deductions	1,478.76
59905	Gulf Coast Business Supply, Inc.	Office Supplies	137.94
59906	Whitney Bank Divisional Property	August Lease for Suite 1450	26,858.42
59907	Whitney Bank Trust & Asset Management	Investment Advisory Service Fees	27,178.24
59908	Jackson Supply Company	Maintenance Supplies	81.63
59909	Keeling Co. - Gulfport	Maintenance Supplies	1,203.60
59910	KLDiscovery Ontrack, LLC	Professional Services	1,552.00
59911	Robert J. Knesal	Per Diem	120.00
59912	Mark P. Loughman	Per Diem	120.00
59913	Lowe's Home Center, Inc.	Refrigerator and Maintenance Supplies	573.36
59914	M2 Media Corp.	Advertising	900.00
59916	Mark Dunning Industries, Inc	Waste Removal Services	1,112.50

59917	MS Gulf Coast Chamber of Comm.	Sponsorship - Salute to Military	650.00
59918	MS Gulf Coast Chamber of Comm.	Sponsorship - State of the County	600.00
59919	MS Pub. Employees Credit Union	Employee Deductions	445.00
59921	Pass Road Mini Storage, LLC	Storage Unit Rent	165.00
59922	Redd Pest Solutions	Pest Control Services	163.50
59923	Rotolo Consultants, Inc. dba RCI	Landscape Services - Prune Palm Trees	4,510.23
59924	Stericycle, Inc.	Document Shredding Services	151.14
59925	Sorg Printing, LLC	Business Cards	38.00
59926	Norma Jean Soroe	Transcription Services	389.48
59928	Southern Admin. and Benefits	Monthly Service Fee	213.80
59929	Kathryn Dennis Spear	Per Diem	80.00
59930	Swetman Security Services, Inc.	Security Guard Services	18,926.05
59931	Cowles Edgar Symmes	Per Diem	80.00
59932	Wright National Flood Ins.	Insurance	34,085.00
59933	Matthew S. Wypyski	Consulting Services	8,696.88
59934	Zoro Tools, Inc.	Maintenance and Janitorial Supplies	349.56
TRANSFERS			
07/14/23	MS Department of Revenue	Sales Tax Payment	10,930.99
07/14/23	MS Department of Revenue	Employee Deductions	10,815.00
07/14/23	Deferred Compensation	Employee Deductions	1,020.00
07/19/23	Federal Tax Deposit	Payroll Tax Deposit	25,569.52
Total			<u>\$1,710,705.81</u>

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Commissioner Symmes moved to approve the Port User Licenses, pending receipt of all fees and insurance documents. Commissioner Spear seconded and the motion was unanimously approved.

The following items were approved:

RENEWAL LICENSES:

Vendor: Coast Coca Cola Bottling Co.; Vacuum Services Group;  
Airgas USA LLC

Steamship Agent: Mid-Gulf Shipping; Wilhelmsen Port Services, Inc.

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Commissioner Symmes moved to approve a progress payment to Andercorp in the amount of \$345,797.52. Commissioner Spear seconded and the motion was unanimously approved. Commissioner Knesal did not join in the discussion and did not vote.

Commissioner Symmes moved to approve the following progress payments: Balch & Bingham (\$34,432.35); Covington Civil & Environmental (\$1,485.00); Digital Engineering (\$49,627.50); The Dredging Professor (\$840.00); MP Design Group (\$1,660.99); MP Design Group (93,096.80); NorthSouth GIS (\$2,342.25); Southern Earth Sciences (\$21,027.00); and WSP USA, Inc. (\$5,957.00). Commissioner Spear seconded and the motion was unanimously approved.

*Commissioner Spear left the meeting.*

Commissioner Symmes moved to approve Cash Request #344 to Wharton Smith, Inc. for \$72,524.87. Commissioner Knesal seconded and the motion was unanimously approved.

Commissioner Symmes moved to approve Cash Request #345 to Wharton Smith, Inc. for \$1,465,322.70. Commissioner Knesal seconded and the motion was unanimously approved.

OLD BUSINESS:

Commissioner Symmes moved to approve Change Order No. 13 under Contract No. 020-HUD-49 with Wharton Smith, Inc. Change Order No. 13 decreases costs by \$64,476.00 with no change to schedule. Commissioner Knesal seconded and the motion was unanimously approved.

*Commissioner Spear returned to the meeting.*

Commissioner Symmes moved to approve Change Order No. 4 under Contract No. 22-EN-05 with AnderCorp, LLC. Change Order No. 4 adds \$200,136.49 to the contract with no change to schedule. Commissioner Symmes seconded and the motion was unanimously approved. Commissioner Knesal did not join in the discussion and did not vote.

Commissioner Symmes moved to approve Modification No. 3 to Contract No. 22-EN-04 with WSP USA, Inc. Modification No. 3 extends the contract through July 31, 2023, to allow for task completion, project billing, and closeout. There is no change to costs. Commissioner Knesal seconded and the motion was unanimously approved.

Commissioner Symmes moved to approve the following closeouts and cost changes:

- Contract No. 23-EN-05 with NSGIS - <\$23.35>
- Contract No. 17-EN-04, Work Order 24 with Digital Engineering - \$358.50
- Contract No. 17-EN-04, Work Order 25 with Digital Engineering - \$00.00
- Contract No. 17-EN-04, Work Order 14 with Digital Engineering - <\$1,813.00>
- Contract No. 17-EN-04, Work Order 12 with Digital Engineering - \$00.00

All work has been completed and accepted for close-out. Commissioner Spear seconded and the motion was unanimously approved.

Commissioner Symmes moved to approve a Professional Services Agreement with Connected Oceans, LLC, for business development consulting services to expand existing business and attract new business to the Port of Gulfport. The term of the agreement is 3 years with an optional 4<sup>th</sup> and 5<sup>th</sup> year. The negotiated rate is \$270,000 for year one with annual adjustments. Commissioner Spear seconded and the motion was unanimously approved.

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NEW BUSINESS:

Commissioner Spear moved to approve the FY2025 LBO Budget as presented. Total expenditures, including capital projects, are \$68,400,632.00. Commissioner Symmes seconded and the motion was unanimously approved.

Commissioner Symmes moved to approve Work Order No. 9 under Contract No. 23-EN-01 with MP Design Group. Work Order No. 9 has a not to exceed amount of \$174,650.00 for engineering services required for the Multimodal Grant funded Shed 50 Fire Protection Project. Commissioner Knesal seconded and the motion was unanimously approved.

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ENGINEERING UPDATE:

James Buras reported on current engineering projects.

OPERATIONS REPORT:

Matt Gabbett reported on the maritime activity for June:

Vessels	15		Vehicles	11,997
Tugs	4		Railcars	487
			Barges	19

The tonnage for the year was 2.1 million, down 13% from the previous year.

The maintenance dredge is here and should be finished with the turning basin by next Friday. They'll make their way back to the ship channel after that.

The Gulfport SWAT team had a training exercise on the port last week and the Seabees will be here next week for more maintenance on the East Pier. They will be moving a few obstructions for us.

Deputy Director Shawn Meyer and Matt Gabbett, Director of Operations will be attending the Seabees Change of Command Ceremony next Friday.

EXECUTIVE DIRECTOR'S COMMENTS:

A meeting was held with the USACE regarding the Feasibility Study, and we received word that the 3-year timeline is still a go.

Our lobbying efforts continue to be successful with our requests for the funding of the Feasibility Study. Both energy and water appropriation bills are currently in the House and Senate.

Director Nass just returned from Newfoundland with MDA, and there was a great blue economy aspect to the conference. Biloxi is hosting the Oceans in Action conference again this year in September and a lot of the attendees in Newfoundland will be attending.

GENERAL COUNSEL'S COMMENTS:

Ben Stone had no comments.

MDA'S COMMENTS:

There was no one present from MDA.

COMMISSIONERS' COMMENTS:

There were no Commissioners' comments.

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Commissioner Knesal moved to close the meeting to discuss the need for an Executive Session. Commissioner Spear seconded and the motion was unanimously approved.

Commissioner Spear moved to enter Executive Session to discuss critical litigation (YILPORT), and a real estate matter (potential purchase of property). Commissioner Knesal seconded and the motion was unanimously approved.

(THE BOARD OF COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT APPROXIMATELY 2:00 P.M.)

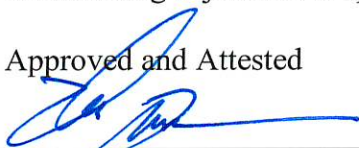
Commissioner Spear moved to come out of Executive Session. Commissioner Symmes seconded and the motion was unanimously approved.


Commissioner Rester stated that no action took place during Executive Session.

Commissioner Spear moved to adjourn.

The meeting adjourned at approximately 2:45 p.m.

Approved and Attested

  
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Mark Loughman  
Secretary

  
\_\_\_\_\_  
ATTEST  
Cowles Symmes, V. P.



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# MISSISSIPPI STATE PORT AUTHORITY AT GULFPORT

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## STANDARD AGREEMENT

for Business Development Consulting Services

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24-EX-01

THIS AGREEMENT, made and entered into this 27th day of July, 2023, at Gulfport, Mississippi, by and between the Mississippi State Port Authority at Gulfport, P.O. Box 40, Gulfport, Mississippi 39502 (the “MSPA”), and

*Connected Oceans LLC  
112 Yacht Club Drive #8  
North Palm Beach, FL 33408  
Phone: (978) 394-8856  
Contact Person: Andrew J. Haines, CEO and President  
Email: andrew@connected-oceans.com*

(the “Contractor”).

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This Contract includes this Standard Agreement and all attachments and the Supplemental Conditions hereto (together, the “Agreement,” the “Contract,” or the “Contract Documents”).

The Contractor for and in consideration of the conditions, agreements, and stipulations of the MSPA hereinafter expressed, does hereby agree to furnish to the MSPA services and the obligations and responsibilities as follows:

**A. WORK TO BE PERFORMED:**

Provide business development consulting services to expand existing business and attract new business to the Port of Gulfport (the “Work”).

**B. COMPENSATION:**

This Agreement is subject to the fiscal and administrative provisions of the Mississippi State Port Authority and the State of Mississippi. Charges will accrue only after execution of this Agreement. Any amount of the MSPA’s obligation hereunder shall not at any time exceed the amount stated in this Agreement. Unless otherwise provided for in this Agreement, the MSPA

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shall be represented by its Executive Director in all administrative matters relating to this Agreement.

The MSPA hereby agrees to pay for the services at the times, in the manner, and for the consideration, as herein expressed. All payments made under this Agreement must be approved by the MSPA Board of Commissioners. The MSPA Board of Commissioners' regularly scheduled meetings are generally held on the fourth Thursday of each month.

All invoices submitted by the Contractor to the MSPA for the Work being paid for on an actual cost basis shall be subject to audit or re-audit by the MSPA and its representatives. Books and records showing any charges thereto shall be retained and made available in Gulfport, Mississippi, for not less than three (3) years after completion of the Work and receipt of final payment for purposes of this provision.

When requesting payment for services or reimbursement of costs, the Contractor shall submit supporting documentation in sufficient detail to clearly document fees/costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. All requests for payment or reimbursement to the MSPA shall include sufficient documentation to justify reimbursement or payment to the Contractor, including invoices and proof of payment of an invoice.

The Contractor will be paid in arrears promptly on presentation of invoices, or such other data as the MSPA may herein specify, after rendition of service. All original invoices or payment applications shall be presented to the Mississippi State Port Authority, Attn: Accounts Payable, P.O. Box 40, Gulfport, MS 39502.

All fees shall be based on information provided by the Contractor's written proposal (Exhibit "A"), and Exhibit "A-1." Exhibit "A-1" represents a negotiated agreement between the Contractor and MPA regarding fees and other terms, and as such, where the terms of Exhibit "A" and Exhibit "A-1" conflict or differ, the terms of Exhibit "A-1" shall govern.

**TOTAL AGREEMENT NOT TO EXCEED \$843,000.00  
FOR THE INITIAL THREE (3) YEAR TERM**

**C. TIME FOR PERFORMANCE:**

Period of Performance for this Agreement shall be three (3) years, commencing on November 6, 2023 with a renewal option of two (2) years to commence on November 6, 2026 to November 5, 2027 and November 6, 2027 to November 5, 2028 subject to annual review and exercised at the discretion of the MSPA.

**D. GENERAL CONDITIONS:**

The following provisions constitute a part of this Agreement:

1. Availability of Funds. It is expressly understood and agreed that the obligation of the MSPA to proceed under this Agreement is conditioned upon the appropriation of federal and/or State funds. If the funds anticipated for the continuing fulfillment of the Contract



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are, at any time, not forthcoming or insufficient, whether through the failure of the federal government to provide funds, the State of Mississippi's failure to appropriate funds, the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the MSPA for any reason whatsoever, the MSPA shall have the right, upon ten (10) working days' written notice to the Contractor, to terminate this Contract without damage, penalty, cost, or expenses to the MSPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

2. Compliance with Laws. The Contractor understands that the MSPA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the Contract to strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State, and local laws and regulations, as now existing and as may be hereafter amended or modified.
3. E-Verification. If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, the Contractor agrees to provide a copy of each such verification. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Contract may subject the Contractor to the following:
  - A. Termination of this Contract for services and ineligibility for any State or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
  - B. The loss of any license, permit, certification, or other document granted to the Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
  - C. Both. In the event of such termination/cancellation, the Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

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4. Transparency. This Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.*
  5. Authority to Contract. The Contractor warrants that: (a) it is a validly organized business with valid authority to enter into this Contract; (b) it is qualified to do business and is in good standing in the State of Mississippi; (c) entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this Contract to the contrary, there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.
  6. Independent Contractor Status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MSPA. Nothing contained herein shall be deemed or construed by the MSPA, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any such similar relationship between the MSPA and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MSPA or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent contractor relationship of the MSPA and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MSPA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MSPA and the MSPA shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The MSPA shall not withhold from the Contractor payments to the Contractor any federal or Mississippi unemployment taxes, federal or Mississippi income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the MSPA shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State of Mississippi for its employees.
  7. Licenses and Permits. Unless otherwise stated in the Contract Documents to be the responsibility of the MSPA, the Contractor shall, at the Contractor's own cost, procure all its administrative resources, permits, and licenses and any other permits that may be required for performance of the Work herein and shall pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. The MSPA will cooperate with the Contractor when it is feasible for the MSPA to do so in obtaining cooperation from local, county, or State governmental entities in order to facilitate the Work moving forward on time and on budget. The Contractor represents that it has obtained all necessary federal and/or State licenses to perform its services as contemplated under this Contract and that it will maintain said licenses throughout the term of this Contract.
  8. Change in Scope of Work. The MSPA may order changes in the services consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the Work or of the Contractor's services

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has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the MSPA and Contractor. If the Contractor believes that any particular work is not within the scope of the Work, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the MSPA in writing of this belief. If the MSPA believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the services within the Contract.

9. Ownership of Documents and Work Papers. The MSPA shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the Work, which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal correspondence. The Contractor shall deliver such documents and work papers to the MSPA upon termination or completion of this Contract. Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the MSPA and shall be subject to any copyright protections.
10. Record Retention and Access to Records. Provided an inspection is made during normal business hours of the Contractor, the MSPA or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and records which are maintained or produced as a result of the Work for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain all records related to this Contract for three (3) years after final payment is made under this Contract and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to the Work is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
11. Right to Inspect. The State of Mississippi, acting by and through the MSPA or any other authorized subdivision of the State, may at reasonable times, inspect the place of business of the Contractor which is related to the performance of this Contract.
12. Right to Audit. The Contractor shall maintain such financial records and other records as may be prescribed by the MSPA or by applicable federal and State laws, rules, and regulations. The Contractor shall retain these records for a period of three (3) years after final payment or until they are audited by the MSPA, whichever event occurs first. These records shall be made available during the term of the Contract and the subsequent three (3) year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
13. State Property. The Contractor will be responsible for the proper custody and care of any State-owned property furnished for the Contractor's use in connection with the

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performance of this Contract. The Contractor will reimburse the State for any loss or damage, except normal wear and tear.

14. Personnel. The Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the Work under this Contract. Such personnel will not be employees of, or have any contractual relationship with the MSPA. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the Work will be fully qualified and will be authorized or permitted under State and local law to perform such services. The day-to-day supervision and control of the Contractor's employees is the sole responsibility of the Contractor.
15. Rejection and Approval of the Contractor's Personnel. The MSPA shall, throughout the term of the Contract, have the right of reasonable rejection and approval of staff assigned to the work by the Contractor. If the MSPA reasonably rejects staff, the Contractor must provide replacement staff satisfactory to the MSPA in a timely manner and at no additional cost to the MSPA.
16. Confidentiality.
  - A. *Public Records.* Notwithstanding any provision to the contrary contained herein, all parties recognize that the MSPA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the MSPA pursuant to this Contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the MSPA shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. The MSPA shall not be liable to the Contractor for disclosure of information required by court order or required by law.
  - B. *Trade Secrets.* The parties acknowledge that Mississippi law requires that information related to the personal or professional services provided, the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information and that such information shall be available for examination, copying, or reproduction.
17. Copyrights. The Contractor agrees that the MSPA shall determine the disposition of the title to and the rights under any copyright by the Contractor or employees on copyrightable material first produced or composed under this Contract. Further, the Contractor hereby grants to the MSPA a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by the Contractor in the performance of this Contract but which is incorporated in the material furnished under the Contract. This grant is provided that such license shall be only to the extent the Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

18. Debarment and Suspension. The Contractor certifies to the best of its knowledge and belief that it, its corporate officers, principal owners, managers, auditors, and others in a position of administering governmental funds:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. Have not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or Contract under a public transaction;
- C. Have not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against them for a violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of these offenses enumerated in subparagraphs B. and C. of this certification; and
- E. Has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, State, or local) terminated for cause or default.

19. Failure to Deliver. In the event of failure of the Contractor to deliver Work in accordance with the Contract terms and conditions, the MSPA, after due oral or written notice, may procure the services from other sources. This remedy shall be in addition to any other remedies that the MSPA may have.

20. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fires, earthquakes, floods, or other natural disasters ("Force Majeure Events"). When such a cause arises, the Contractor shall notify the State immediately in writing of the cause of its inability to perform, how the Force Majeure event affects its performance, and the anticipated duration of the inability to perform. In the event of delays in delivery or in meeting completion dates due to Force Majeure Events, the MSPA will extend such dates for a period not to exceed the duration of the delay caused by such events, unless the State determines that termination of the Contract is in the State's best interest.

21. Anti-Assignment/Subcontracting. The Contractor acknowledges that it was selected by the MSPA to perform the services required hereunder based, in part, upon the Contractor's

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special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this Contract in whole or in part without the prior written consent of the MSPA, which the MSPA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MSPA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the MSPA in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the MSPA may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

22. Indemnification. The Contractor will indemnify, defend, save and hold harmless, protect, and exonerate the MSPA and the State of Mississippi and each entity's respective directors, officers, employees, and agents from and against all claims, demands, liabilities, suits, actions damages, losses, and any costs related thereto as a result of any and all claims proceeding (whether brought by private party or related to enforcement action), including, without limitation, court costs, investigative fees and expenses, and attorneys' fees resulting from or relating directly or indirectly out of services rendered by the Contractor, its agents, or employees, pursuant to the Contract and submitted proposal and any amendments thereto or the negligence or willful misconduct of the Contractor or its subcontractors in connection with the Work pursuant to this Contract. This indemnity obligation is intended to be, and shall be interpreted to be, a separate and independent contractual obligation from the contractual provisions addressing the requirements and placement of insurance, including, but not limited to, insurance covering the MSPA.
23. Infringement Indemnification. The Contractor warrants that any materials and deliverables provided to the MSPA under this Contract, and their use by the MSPA, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, the Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should the Contractor fail to obtain for the customer the right to use such items, the Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at the Contractor's expense.

The Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate, at its own expense, the MSPA, its Commissioners, officers, employees, agents and representatives, and the State of Mississippi, against and pay all costs, including discovery costs, damages (including punitive damages), and attorneys' fees that a court finally awards for infringement based on the programs and deliverables provided under this Contract.

24. Insurance. The Contractor shall maintain during the period of performance of the Contract the following liability insurance coverage, from an insurance carrier(s) licensed or holding a Certificate of Authority from the Mississippi Department of Insurance, related to the work of the Contractor and in connection with the Contract.



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- A. *Workers' Compensation and Employer's Liability Insurance (If applicable and required by law).* This insurance shall protect the Contractor against all claims under applicable State workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a workers' compensation law, but to the extent applicable could fall within the provisions of other State or Federal laws or regulations, including, by way of example and not as a limitation, claims brought under the United States Longshoremen's and Harbor Workers' Compensation Act or any other laws to which the Contractor or the Work may be subject pursuant to the Contractor's compliance obligations under Section 2 hereinabove. The liability limits shall not be less than the required statutory limits for workers' compensation and employer's liability limits in the amount of One Million and 00/100 Dollars (\$1,000,000.00).
- B. *Comprehensive General.* This insurance shall include bodily injury, property damage, contractual, and other standard coverage contained in comprehensive general liability insurance, in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate. The Contractor shall, to the extent applicable, also be protected against maritime claims and damages of a similar nature, which could fall within the provisions of other State or Federal laws or regulations, including, by way of example and not as a limitation, claims brought under the United States Longshoremen's and Harbor Workers' Compensation Act or any other laws to which the Contractor or the Work may be subject pursuant to the Contractor's compliance obligations under Section 2 hereinabove.
- C. *Auto Liability Insurance.* This insurance shall be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) Combined Single Limit to protect it from any and all claims arising from the use of the following: (1) the Contractor's own automobiles and trucks; and (2) hired and non-owned automobiles and trucks. The aforementioned is to cover use of automobiles and trucks on and off the MSPA's premises.
- D. *Errors and Omissions/Professional Liability Coverage.* The MSPA may, in its discretion, require Contractor to procure and maintain Errors and Omissions/Professional Liability Coverage. This insurance shall be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

Except for the Workers' Compensation Policy required by this Section, the MSPA, its Commissioners, officers, employees, agents, and representatives and the State of Mississippi (the "Interested Parties") shall be named as additional insureds on such policies. The Contractor shall provide that the insureds thereon waive subrogation against the State of Mississippi and the said agencies and subdivisions thereof. Endorsements for all policies shall be provided to the MSPA stating that the insureds thereon waive subrogation against the State of Mississippi and the said agencies and subdivisions thereof. The Contractor's respective policies shall provide primary coverage before any applicable policy otherwise covering the MSPA, and any insurance covering the MSPA shall be excess coverage over the Contractor's coverage. Endorsements so stating shall

be provided to the MSPA by the Contractor. The policies required by this Section shall also provide for all Interested Parties to be provided with a minimum thirty (30) days' written notice prior to a cancellation or modification of each respective policy. While the Contractor shall provide the MSPA with endorsements as set forth in this paragraph, the failure to do so, or the failure of the endorsements or insurance provided to conform to the Contract, does not constitute waiver or estoppel as to the MSPA of their respective legal and equitable rights, including but not limited to the right to enforce the terms of the Contract. These contractual insurance provisions are intended to be, and shall be interpreted to be, separate and independent contractual obligations from the contractual provisions addressing the indemnity of the MSPA by the Contractor. Upon execution of the Contract, the Contractor shall promptly furnish the MSPA with certificates of insurance showing the Contractor's compliance with the insurance provisions of this Section.

25. No Limitation of Liability. Nothing in this Contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

26. Interest of the Contractor and the Contractor's Employees. The Contractor covenants that neither it nor its employees presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

27. Recovery of Money. Whenever, under the Contract, any sum of money shall be recoverable from or payable by the Contractor to the MSPA, the same amount may be deducted from any sum due to the Contractor under the Contract or under any other contract between the Contractor and the MSPA. The rights of the MSPA are in addition and without prejudice to any other right the MSPA may have to claim the amount of any loss or damage suffered by the MSPA on account of the acts or omissions of the Contractor.

28. Termination for Convenience Clause.

A. *Termination.* The MSPA may, when the interests of the MSPA so require, terminate this Contract in whole or in part, for the convenience of the MSPA. The MSPA shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

B. *The Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated Work, and on the date set in the notice of termination the Contractor will stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The MSPA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the MSPA. The Contractor must

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still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so. The Contractor shall be entitled to compensation for services performed up to the date of termination, and authorized and accepted by the MSPA.

29. Termination for Default.

- A. *Default.* If the Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract or any extension thereof or otherwise fails to timely satisfy the Contract provisions or commits any other substantial breach of this Contract, the MSPA may notify the Contractor in writing of the delay or nonperformance. If delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by the MSPA, such officer may terminate the Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the MSPA may procure similar services in a manner and upon terms deemed appropriate by the procurement officer. The Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- B. *The Contractor's Duties.* Notwithstanding termination of the Contract and subject to any directions from the procurement officer, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.
- C. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the Contract price. The State may withhold from amounts due the Contractor such sums as the MSPA deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar services.
- D. *Excuse for Nonperformance or Delayed Performance.* The Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the MSPA within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.
- E. *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, the MSPA determines for any reason that the Contract was not in default under the provisions of this clause or that the delay was excusable under the provisions of subparagraph D (Excuse for Nonperformance or Delayed Performance) of this clause, the rights

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and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

F. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

30. Termination upon Bankruptcy. This Contract may be terminated in whole or in part by the MSPA upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this Contract, but in no case shall said compensation exceed the total Contract price.
31. Third-Party Action Notification. The Contractor shall give the MSPA prompt notice in writing of any action or suit filed, and prompt notice of any claim against the Contractor by any entity that may result in litigation related in any way to this Contract.
32. Disputes. Any dispute concerning a question of fact under this Agreement, which is not disposed of by the mutual agreement of the parties, shall be decided by the Executive Director of the MSPA or his or her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute breach under the terms of this Contract. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.
33. Attorneys' Fees. Subject to other terms and conditions of this Contract, in the event the Contractor defaults in any obligations under this Contract, the Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees and costs for discovery, court costs, and attorneys' fees) incurred by the State in enforcing this Contract or otherwise reasonably related thereto. The Contractor agrees that under no circumstances shall the MSPA be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
34. Waiver. No delay or omission by either party to this Contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, or impair any other right, power, or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Contract will void, waive, or change any other term or condition of this Contract. No waiver by one party to this Contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.
35. Severability. If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Contract that can

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be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties, and to bring any invalid or unenforceable provisions in compliance with applicable law.

36. Applicable Law. The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions and, any litigation with respect thereto shall be brought in the courts of the State.
37. Time is of the Essence. The Contractor shall commence the Work as specified in this Agreement and shall complete the Work within the time specified in the Agreement. The Contractor shall conduct its operations as to cause the least possible obstruction and inconvenience to the MSPA.
38. Notices. All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:           Connected Oceans LLC  
Attn: Andrew J. Haines  
112 Yacht Club Drive #8  
North Palm Beach, FL 33408

For the MSPA:               Mississippi State Port Authority  
Attn: Executive Director & CEO  
2510 14<sup>th</sup> Street, Suite 1450  
Gulfport, MS 39501

39. Integrated Agreement/Merger. This Contract, including all Contract Documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This Contract may be altered, amended, or modified only by a written document executed by the MSPA and the Contractor. The Contractor acknowledges that it has thoroughly read all Contract Documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this Contract shall not be construed or interpreted in favor of or against the MSPA or the Contractor on the basis of draftsmanship or preparation hereof.
40. Modification or Renegotiation. The parties agree to renegotiate the Contract if federal and/or State revisions of any applicable laws or regulations, including the availability of funding, make changes in this Contract necessary, which determination of necessity solely rests with the MSPA.

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41. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract.
42. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

**END OF GENERAL CONDITIONS**



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This Agreement has been executed by and on behalf of the parties hereto, on the date first above written:

Contractor:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mississippi State Port Authority at Gulfport

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board President

**Work Order No. 9  
To  
MP Design Group  
Professional Services Agreement 23-EN-01**

This Work Order No. 6 is made and entered into this 24<sup>th</sup> day of July 2023, at Gulfport, Mississippi by and between the Mississippi State Port Authority and MP Design Group in accordance with approved Professional Services Agreement No. 23-EN-01 dated July 26, 2022.

**Scope of Services:**

The Work Order scope will provide engineering services for design and construction of the Multimodal Grant funded Shed 50 Fire Protection Project per MP's proposal in a not to exceed amount of \$174,650.00.

**Terms and Conditions:**

Upon approval of this Work Order, work to be performed will be billed and paid based on the hourly rates set forth for the job classifications described in "Exhibit A" fee plan in Work Order No. 1.

All work to be conducted in accordance with the proposal from MP Design Group dated June 15, 2023, which is attached and incorporated herein by reference as part of this Work Order.

All other terms and conditions of the executed Agreement between the MSPA and the Engineer remain unchanged.

**Authorized funding for work Order No. 9 not to exceed: \$174,650.00**

Engineer: Machado-Patano, PLLC  
dba MP Design Group

  
\_\_\_\_\_  
Signature

David J. Machado, PE  
\_\_\_\_\_  
Print Name

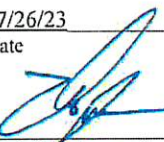
CEO  
\_\_\_\_\_  
Title

07/24/2023  
\_\_\_\_\_  
Date

Approved and Authorized by  
Mississippi State Port Authority at Gulfport

  
\_\_\_\_\_  
John Rexter, President

7/26/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mark Loughman, Secretary

7/26/23  
\_\_\_\_\_  
Date

Approved and Authorized by:  
Mississippi Development Authority

\_\_\_\_\_  
Laura Hipp, Deputy Executive Director

\_\_\_\_\_  
Date