

Contract No. \_\_\_\_\_

## SERVICES AGREEMENT

City of Pascagoula  
P.O. Box 908  
Pascagoula, MS 39568

Mississippi Power Company  
P.O. Box 4079  
Gulfport, Mississippi 39502-4079

("MPC")

**THIS SERVICES AGREEMENT ("Agreement")** is entered into by and between Mississippi Power Company and the above referenced Customer, and is effective on the date it is executed by Customer and accepted by MPC. MPC hereby agrees to perform and provide Customer with the services described hereinbelow ("Services"), on the terms and conditions set-forth on the face page of this Agreement and the reverse side hereof.

**Description of Services**

**Total Charges**

Install: (2) Meter points, (22) 58W LED Pendant fixtures, (22) 35' Black Tapered DB Poles with Arlan Bases, (22) Decorative Arms, (3,500') Bored Conduit, (3,800') Conductor, and miscellaneous material to complete project.  
Location: Ingalls Ave., Pascagoula, MS.

**Total \$ 212,384.00**

**AGREED TO BY:**

\_\_\_\_\_  
("Customer")

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name typed or printed)

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

Date: \_\_\_\_\_

**ACCEPTED BY:**

Mississippi Power Company  
("MPC")

By: \_\_\_\_\_  
(Signature)

Giff Ormes  
\_\_\_\_\_  
(Name typed or printed)

Title: Marketing & Sales Director

Date: \_\_\_\_\_

1. **Payment.** Customer shall pay or cause to be paid to MPC the full price for the Services upon acceptance of the Project. Payment shall be made net thirty (30) days of invoice date.

2. **Term.** For each Service provided under this Agreement, the Exhibit attached to this Agreement will state the term during which those Services may be provided. This Agreement will continue in effect until the last term contained in any Exhibit to this Agreement expires or is terminated.

3. **Termination.** If Customer fails to make any payment due hereunder, and such failure continues for seven (7) days after said payment is due MPC, then MPC may terminate this Agreement for cause. In the event of such termination, Customer shall pay MPC for all work performed to the date of termination, overhead and profit on all work covered by this Agreement, and demobilization costs.

4. **Limited Warranty.** For a period of ninety (90) days after the completion of the Services, MPC warrants that the Services performed by MPC hereunder, will be performed in a good, professional, workmanlike and competent manner, in conformity with all applicable professional standards. If Customer notifies MPC of any defective or non-conforming Services within ninety (90) days after the completion of the Services, then MPC shall correct or re-perform the defective or non-conforming Services; provided, however, that, MPC's sole obligation and Customer's exclusive remedy for defective or non-conforming Services is for MPC to correct or re-perform the defective or non-conforming Services within ninety (90) days after the completion of the Services, subject to the limitation of liability set forth herein. MPC shall be entitled to rely on the accuracy and currency of information supplied by or at the direction of Customer, or available from generally acceptable reputable sources. MPC's WARRANTY EXPRESSED IN THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE SELECTION OF THE PARTICULAR SERVICES TO BE PERFORMED HEREUNDER BY MPC TO ACHIEVE CUSTOMER'S PURPOSES.

5. **Limitation of Liability.** MPC, its affiliates and parent and their respective agents, representatives, employees, successor's and assigns, liability to Customer, its respective successors or assigns, for damages or alleged damages whether arising from breach of this Agreement, breach of warranty, tort or otherwise with respect to the Services performed hereunder by MPC, is limited to and shall not exceed the amount of compensation paid to MPC hereunder for the particular Services out of which the liability arose. In no event shall MPC, its affiliates and parent and their respective agents, representatives, employees or successors and assigns be liable to Customer or any individual or entity for any unforeseeable, indirect, incidental, punitive, consequential or special damages, including without limitation, any loss of revenues or loss of profits.

6. **Independent Contractor.** MPC shall be deemed to be an independent contractor in the performance of the Services hereunder and shall not be considered or permitted to be an agent, servant, joint venturer or partner of Customer. All persons furnished, used, retained or hired by or on behalf of MPC shall be considered to be solely the employees or agents of MPC.

7. **Force Majeure.** MPC shall not be deemed to be in default of any provision of this Agreement or liable for failures in performance resulting from acts or events beyond the reasonable control of MPC. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond MPC's reasonable control.

8. **Incorporation of Exhibits.** Each Exhibit referenced in and attached to this Agreement is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this Agreement and any Exhibit, this Agreement shall control.

9. **Indemnification.** To the extent permitted by law, Customer party shall and hereby does indemnify and hold harmless MPC, its parent and affiliates, their respective officers, directors, employees and agents, from and against any and all losses, damages, injuries (including death), causes of action, claims, demands and expenses, including reasonable legal fees and expenses, arising out of a hazardous waste, spill or condition on the Customer's property, or due to the negligence or willful misconduct of Customer. Such indemnification shall survive the termination of expiration of this Order.

10. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Mississippi, United States of America (without giving effect to principles of conflicts of laws). The interested party hereby submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of Mississippi and to the State Courts of the State of Mississippi for the purposes of resolving any dispute arising under or in connection with this Agreement and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereinafter have to any such proceedings.

11. **Customer Assistance.** Customer understands and agrees that it will use reasonable efforts in performing assistance and support for MPC as MPC performs its obligations hereunder. Any delays, facilities unavailability, tardiness in response or Customer fault (other than force majeure events) will constitute grounds for an equitable adjustment in MPC's compensation and extension of performance periods.

12. **Environmental Concerns.** If and to the extent that any Services are performed in connection with, on, or regarding any real property, MPC disclaims any and all responsibility for or concerning any present or past disposal of pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response Compensation Liability Act, as amended (42 U.S.C. § 9601 et. seq.), and the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et. seq.), or any other environmental law, ordinance, rule or regulation, other industrial and solid wastes and other pollutants, contaminants and dangerous and toxic substances (collectively "Hazardous Substances") on or in such real property, and for or concerning any conditions with respect to soil, surface waters, ground waters, stream settlements and similar environmental conditions (collectively, "Environmental Conditions") on or off site of such real property, whether any or all of the above arises or results from the activities of Customer or the uncertain or unknown activities of Customer's predecessors in interest to such real property or any other person or entity. It is Customer's sole obligation, as its own cost and expense (and at the request of MPC should MPC discover any Hazardous Substances on or Environmental Conditions at such real property), to comply or to ensure compliance with, and for all matters arising out of all laws, ordinances, rules and regulations, agreements with governmental entities and court and administrative orders with respect to or regarding any Hazardous Substances, Environmental Conditions and/or any other circumstances, activity and/or incident referenced in the previous sentence, including without limitation the performance of any and all necessary or appropriate remedial action thereto or

therefore. To the extent permitted by law, Customer agrees to indemnify MPC, its affiliates and their respective employees, officers, agents and directors from and against all injuries, losses, damages, costs, expenses and other liabilities, including without limitation, attorneys' fees and expenses of litigation, which may arise out of, result from or be connected with any Hazardous Substances, Environmental Conditions and/or any other circumstances, activity and/or incident referenced in the previous two sentences. Customer warrants that it has not caused or permitted any activity on such real property that generates, manufactures, refines, transports, treats, stores, handles, disposes, transfers, produces or processes Hazardous Substances, except in compliance with all applicable laws, ordinances, rules and regulations, agreements with governmental agencies and court and administrative orders, and has not caused or permitted and has no knowledge of the release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposing or dumping of any Hazardous Substances on or off the site of such real property. Customer agrees to indemnify MPC, its parent and affiliates and their respective employees, officers, agents and directors from and against all injuries, losses, damages, costs, expenses and other liabilities, including without limitation attorneys' fees and other expenses of litigation, which may arise out of, result from or be connected with any circumstances, activity and/or incident referenced in the previous sentence.

13. **Partial Invalidity.** If any provision of this Agreement is found to be unenforceable then, notwithstanding such unenforceability, this Agreement shall remain in effect and there shall be substituted for such unenforceable provision a like but enforceable provision which most nearly effects the intention of the parties. If a like but enforceable provision cannot be substituted, the unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in effect, provided that the performance, rights and obligations of the parties hereunder are not materially adversely affected by such deletion.

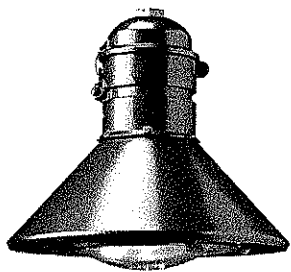
14. **Changes.** If Customer desires to make a change in the Scope of Work set forth in Exhibit A or to increase the time for performance, if any, of MPC's Services under this Agreement, or to adjust the amount payable to MPC under this Agreement ("Contract Price"), it may request a Change Order for a change in the project, the time for performance, and/or the Contract Price. The Change Order will become effective when it is signed by a duly authorized representative of both Customer and MPC. Without limitation, MPC shall be entitled to a Change Order extending the time for performance and/or increasing the Contract Price if: (i) A Force Majeure event causes a delay or increase in cost with respect to any aspect of the services; (ii) a change in any applicable law or regulation or any legal action prevents or delays the performance of any aspect of the Services or increases the cost of any aspect of the Services; (iii) MPC is delayed at any time in the progress of performing its obligations under this Agreement by an act of Customer or any contractor or other entity employed by Customer; or (iv) if conditions are encountered at Customer's facilities which were concealed or differ from those indicated in this Agreement or any attachment hereto, or are unknown physical conditions of an unusual nature which differ from those ordinarily found to exist in similar activities of the character provided for by this Agreement.

15. **Right to Subcontract.** It is understood and agreed that MPC shall have the right to subcontract all of its performance obligations under this Agreement, including, but not limited to, the provision of equipment, installation, warranty and maintenance services set forth herein; provided however, that MPC shall remain responsible to Customer for all obligations so subcontracted. Customer agrees that any such subcontractor shall be entitled to access and use the Customer's facility for the performance of Services subcontracted by MPC. Customer agrees to provide any subcontractor designated in writing by MPC to perform its obligations hereunder, with a copy of any notice required to be given to MPC by Customer hereunder.

16. **Disputes.** The parties agree to use reasonable efforts to resolve any and all disputes arising under or in connection with this Agreement by mutual consultation. However, if any dispute exists which remains unresolved longer than ten (10) business days from the date on which one party notifies the other party of such dispute in writing, then either party may refer such dispute to final, exclusive, and binding resolution pursuant to arbitration before the American Arbitration Association, unless the parties mutually agree otherwise. Such arbitration shall be conducted in Gulfport, Mississippi, unless the parties mutually agree otherwise, in accordance with the American Arbitration Association's Construction Industry Arbitration Rules then in effect. A demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association, and shall be made within a reasonable time after the claim has arisen, and in no event be made after the date when institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. Any award entered in the arbitration may be enforced by any court having competent jurisdiction thereof. No arbitration will include, by consolidation, joinder, or otherwise, parties other than MPC and Customer.

17. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and computer software, prepared by MPC pursuant to this Agreement are instruments of service with respect to the Customer's facility. They are not intended or represented to be suitable for reuse by Customer or others on extensions of the Customer's facility or on any other project. Any reuse without prior written verification or adaptation by MPC for the specific purpose intended will be at Customer's sole risk and without liability or legal exposure to MPC, its parent or affiliates. Customer shall defend, indemnify and hold harmless MPC, its parent and affiliates against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse.

18. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no oral or written representations, understandings or agreements between the parties respecting the subject matter hereof that are not fully expressed herein.



## K828 MODERNE SR. - LED

The K828 Moderne Sr. is a sleek, smooth pendant designed to increase roadway performance while providing superior spacing. Suitable for off roadway applications as well, this time-less design can be used in both contemporary and historical settings.



**King  
Luminaire**

## PRODUCT SPECIFICATIONS

### LED ENGINE

Light engine shall include an array of 60 or 84 solid state Cree X-Series high power LEDs (light emitting diodes). The emitters shall be mounted to a metal core circuit board using SMT technology. The LEDs and circuit boards shall then be mounted to a high performance heat sink which is vented to the outside ambient air to provide dynamic airflow for cooling the system.

### OPTICS

External light control shall consist of high precision refractive lenses mounted above the LED emitter arrays in such a way to achieve optimum uplight control. The lenses shall also control horizontal light distribution so that Type II, III, IV or V IESNA distribution patterns are achieved.

### LENS

The K828 Moderne Sr. Pendant is available with or without a lens. Lens options include; sag glass lens; shallow glass lens; or rippled acrylic deep dish lens. The glass lens shall be made of #9000 clear borosilicate glass (fully annealed). It shall maintain a minimum thickness of 0.3". The deep dish globe shall be moulded of rippled acrylic Acrylite Plus Acrylic Polymer, or equivalent, having a minimum thickness of 0.09". The lens is secured by means of a cast A319 aluminum holding ring that is sealed to provide an IP66 Ingress rating. Additionally, a continuous circular gasket rated for 270°F must hold the lens into place within the cast ring assembly and assist in sealing the fixture.

### DECORATIVE BODY

The luminaire shall consist of a heavy Grade A319 cast aluminum housing that acts as the enclosure for the engine and is of adequate thickness to give structural rigidity. The engine must be affixed to the inside of the housing with stainless steel screws.

The bottom decorative portion of the K828 Moderne Sr. fixture is comprised of a one-piece spun aluminum alloy with

a minimum thickness of 0.09". The spinning is permanently affixed to the cast housing with the use of stainless steel hardware.

### PLUMBIZER

The K828 Moderne Sr. comes with multiple mounting options including the KPL10, KPL11, KPL20, KPL21, KPL30, KPL31 and KPL40. Please contact King Luminaire for more details and specifications.

### DRIVER

The LED universal dimmable driver will be class 2 and capable of 120 - 277V or 347 - 480V input voltage, greater than 0.9 power factor, less than 20% total harmonic distortion. The case temperature of the driver can range from -40°C to 70°C. Each LED system comes with a standard surge protection designed to withstand up to 20kV/10kA of transient line surge as per IEEE C62.41.2 C High. An in-line ferrite choke is utilized to provide protection against EFT's. The driver assembly will be mounted on a heavy duty fabricated aluminum bracket to allow complete tool-less maintenance. Dimming capable using 1-10Vdc (10% to 100%), 10v PWM, or resistance.

### PHOTOMETRICS

Fixtures are tested to IESNA LM79 specifications. These reports are available upon request.

### CHROMATICITY

High output LED come standard at 3000K & 4000K (+/- 300K) with a minimum nominal 70 CRI. Additional CCT emitters are available upon request.

### LUMEN MAINTENANCE

Reported (TM21) and Calculated (L70) reports are available upon request with a minimum calculated value of 100,000 hrs.

### WIRING

All internal wiring and connections shall be completed so that it will be necessary only to attach the incoming supply connectors to Mate-N-Lok connectors or to a terminal block. Mate-N-Lok shall be certified for 600V operation.

Internal wire connectors shall be crimp connector only and rated at 1000V and 150°C. All wiring to be CSA certified and/or UL listed, type SFF-2, SEWF-2, or SEW-2 No. 14 gauge, 150°C, 600V, and color coded for the required voltage.

### THERMALS

Fixtures tested to DOE sanctioned standards to determine the maximum in-situ solder-point or junction-point temperatures of the LED emitters. This report is available upon request.

### FINISH

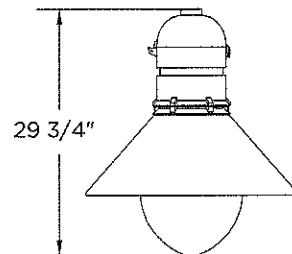
Housing is finished with a 13 step KingCoat™ SuperDurable polyester TGIC powder coat. Standard colors include strobe white, brown metal, marina blue, gate gray, Chicago bronze, standard gold, standard black, federal green and rain forest. Please see our website for a complete list of colors. RAL and custom color matches are available.

### MISCELLANEOUS

All exterior hardware and fasteners, wholly or partly exposed, shall be stainless steel alloy. All internal fasteners are stainless steel or zinc coated steel. All remaining internal hardware is stainless steel, aluminum alloy, or zinc coated steel.

### WARRANTY

The K828 Moderne Sr. LED luminaire comes with a 7 year limited warranty.



### CERTIFICATION:

CSA US Listed  
Suitable for wet locations  
ISO 9001  
IP66  
ARRA Compliant  
LM79 / LM80 Compliant

### DRIVER INFO:

>0.9 Power Factor  
<20% Total Harmonic Distortion  
120 - 277V & 347 - 480V  
-40°C Min. Case Temperature  
70°C Max. Case Temperature  
Surge Protection: ANSI C136.2  
extreme level 20kV/10kA  
Dimming Capable: 1-10Vdc

### EPA:

Flat Lens:	0.97 sq. ft.
Sag Lens:	1.02 sq. ft.
Shallow Lens:	1.20 sq. ft.
Deep Dish Acrylic:	1.52 sq. ft.
Deep Dish Glass:	1.52 sq. ft.

### FIXTURE WEIGHT:

Flat Lens:	43 lbs
Sag Lens:	51 lbs
Shallow Lens:	53 lbs
Deep Dish Acrylic:	49 lbs
Deep Dish Glass:	49 lbs

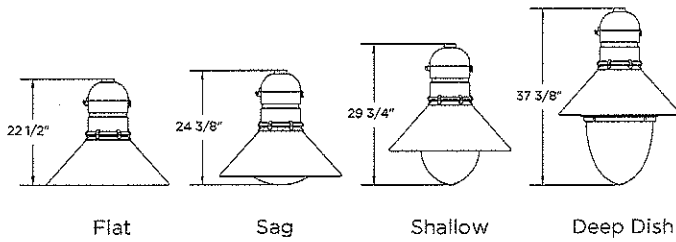


Contact King Luminaire for product specifications that are exempt from CSA Certification. 10-15-2020

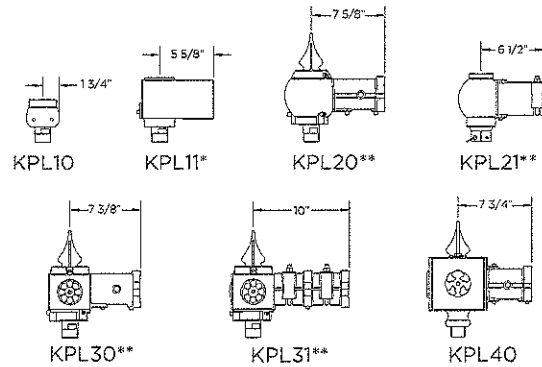
# FIXTURE OPTIONS

K828 MODERNE SR. - LED

## Lens Options

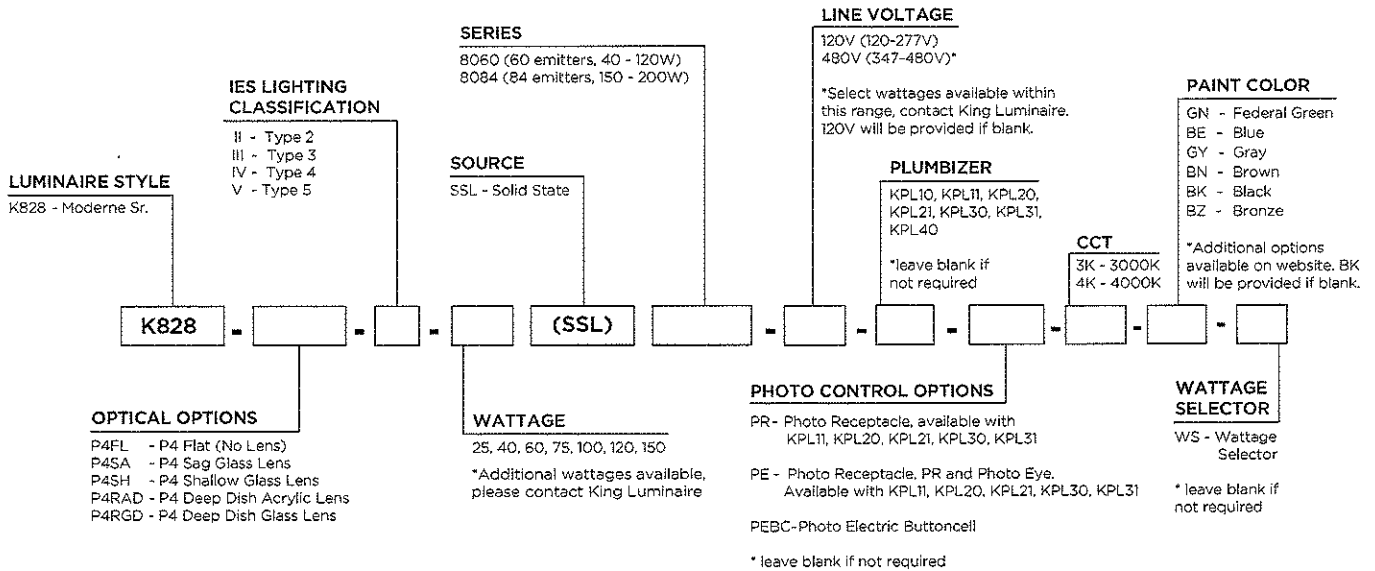


## Plumbizer/Mounting Options



\*Available with PR7  
\*\*Available with PR7 or finial

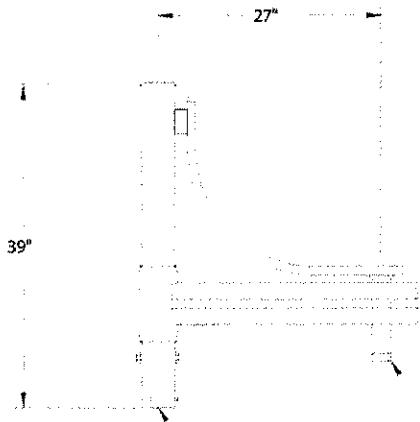
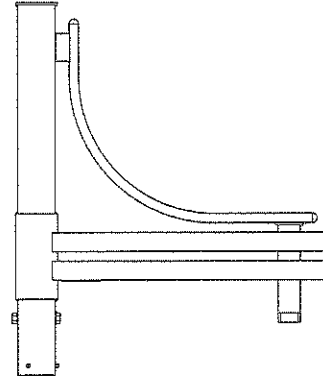
# HOW TO ORDER



[Home](#) > [Products](#) > [Arms & Accessories](#) > [Single Arms](#) > KA55-T1

## KA55-T1

A vast selection of arms are available to complete the design of the luminaire to seamlessly integrate it to the pole. To us, ornamental lighting does not just mean a pole and luminaire, it is meticulous attention to design and detail.



2" NPT EXTERNAL THREADS  
REDUCERS AVAILABLE TO ACCOMMODATE  
VARIOUS THREAD SIZES

TO ACCEPT 2 7/8" - 3 1/2" O.D  
x 10 1/2" LONG TENON

KA55-T1

## Resources

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[King Luminaire Finishing Brochure](#)

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✉ [sales@scgrp.com](mailto:sales@scgrp.com)

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