

**AGREEMENT BETWEEN CR LIGHTING & ELECTRIC, INC.
AND WEBER COUNTY**

This agreement is entered into between CR Lighting & Electric, Inc., a corporation organized and existing under the laws of the State of Utah, with its principal office located in Layton, Utah, ("Contractor") and Weber County, a body politic and political subdivision of the State of Utah ("Owner").

RECITALS

WHEREAS, Owner owns and operates Peery's Egyptian Theater which is located at 2415 Washington Blvd. in Ogden, Utah ("Theater");

WHEREAS, Owner desires to upgrade the Theater lighting and issued a request for proposals pursuant to the county procurement code in order to procure a contractor to perform the upgrade; and

WHEREAS, Contractor was selected by the review committee to perform the upgrade pursuant to the terms and conditions provided herein;

NOW THEREFORE, based upon the mutual promises and other good and valuable consideration, the parties agree as follows:

Article 1. Scope of Work

- 1.1 Contractor shall upgrade theater lighting as explained in the detailed scope of work that is attached as Exhibit A and made a part hereof ("Work").
- 1.2 The Work shall be subject to changes, additions, deletions, or revisions by Owner. Owner shall notify Contractor in writing of any changes.
- 1.3 Contractor shall not be obligated to perform changes in the Work or perform additional work until Owner approves any necessary changes to the contract price and the time for completion of the Work.

Article 2. Cost

- 2.1 Owner shall pay Contractor \$597,831.00 for the satisfactory performance of the Work. Said amount is based on the amount set forth in Contractor's proposal (including the GIO control console adder), and includes all labor, materials, equipment, cost of performance bond, and any other items reasonably necessary for the proper execution and completion of the Work.
- 2.2 Contractor shall submit periodic invoices to Owner, and Owner shall make payments to Contractor within 45 days of receiving the invoices.

- 2.3 Owner may withhold 10% of the total cost of each invoice as retainage, which shall be paid to Contractor upon satisfactory completion of the Work.

Article 3. Date of Commencement and Completion

- 3.1 Contractor shall commence the Work on the date set forth in a written notice to proceed issued by Owner.
- 3.2 Contractor shall provide Owner with a progress and completion schedule and shall conform to that schedule, including any changes to that schedule agreed to between Owner and Contractor.
- 3.3 Contractor acknowledges that time is of the essence in completing the Work. Except as otherwise agreed to in 3.4, Contractor agrees to complete the Work no later than November 2, 2020.
- 3.4 If Contractor is delayed in the commencement or progress of the Work by (1) an act or negligent omission of Owner; (2) by changes ordered in the Work; (3) by other causes authorized by Owner, then the time for completion shall be extended for such reasonable time as Owner and Contractor may agree upon in writing.
- 3.5 If Contractor fails to complete the Work on the date stated in 3.3, or as otherwise agreed to in 3.4, liquidated damages shall be assessed in the amount of \$1,000 per day until the Work is completed.

Article 4. Owner

- 4.1 Owner's representative shall be Kassie Bybee, who shall have express authority to bind Owner with respect to all matters requiring Owner's approval or authorization, with the exception of amendments to the contract that modify the scope of work and compensation amounts.
- 4.2 Owner shall furnish any information or services that are reasonably necessary for the performance of the Work with reasonable promptness after receiving Contractor's written request for such information or services.
- 4.3 Owner shall not be responsible for hazardous materials or substances that Contractor brings to the site unless such materials or substances are required to perform the Work. If hazardous materials or substances are required to perform the Work, Owner shall be responsible for those substances except to the extent of Contractor's fault or negligence in the use and handling of such materials or substances.

Article 5. Contractor

- 5.1 Contractor shall perform the Work in accordance with this agreement using Contractor's best skill and attention.

- 5.2 Contractor shall enforce strict discipline and good order among his employees and subcontractors and shall not employ any unfit person or subcontractor that is not skilled in the task assigned to him or her.
- 5.3 Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work.
- 5.4 Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to, anyone who may be in or near the area where the Work is being performed.
- 5.5 Contractor shall be responsible for cutting, fitting, or patching that is required to complete the Work. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching.
- 5.6 Contractor shall provide and pay for all labor, expertise, materials, freight/delivery equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services reasonably necessary for the proper execution and completion of the Work.
- 5.7 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, Contractor or any of its subcontractors.
- 5.8 Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in Contractor's Work.
- 5.9 Contractor warrants to Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects, and in conformance with this agreement. All Work not so conforming to these standards may be considered defective.
- 5.10 Contractor shall make the Work accessible at all reasonable times for inspection by Owner.
- 5.11 Contractor shall correct any Work that is defective and shall remedy any defects including defects that are due to faulty materials, equipment, or workmanship. Costs of correcting defective Work, including additional testing and inspections and the cost of uncovering and replacement shall be at Contractor's expense.
- 5.12 If Contractor fails to correct Work that is defective or not in accordance with the requirements of this agreement, Owner may issue a written order to Contractor to stop the Work, or any portion thereof, until the Work is corrected to Owner's satisfaction.

- 5.13 If Owner issues an order to stop the Work in 5.12 and Contractor fails to commence and continue correction of the Work within a ten-day period after receipt of the order to stop the Work, Owner may correct such Work. Owner may withhold payment from Contractor to the extent reasonably necessary to reimburse Owner for the reasonable cost of correcting the Work. If current and future payments to Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.
- 5.14 Contractor agrees to guarantee all Work for a period of one year from the date of completion. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the agreement, as reasonably determined by Owner, then Contractor shall immediately place such guaranteed Work in a condition satisfactory to Owner.
- 5.15 Contractor shall keep the premises free from accumulation of waste materials and debris caused by Contractor's operations. At the completion of the Work, Contractor shall leave the Theater in a neat and orderly condition. If Contractor fails to clean up at the completion of the Work, Owner may do so, and Owner shall be entitled to reimbursement from Contractor.
- 5.16 Contractor shall secure and pay for any necessary permits, licenses, or other charges required to complete the Work.
- 5.17 Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the performance of the Work. If Contractor observes that drawings, specifications, or other contract documents are at variance with such laws, ordinances, rules, and regulations, Contractor shall promptly notify Owner and, if necessary, an adjustment shall be made to the contract time or contract price.

Article 6. Indemnification

- 6.1 Contractor shall indemnify and hold harmless Owner and its agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from negligent acts or omissions by Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work.
- 6.2 Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor or other person or organization or by any limits to Contractor's insurance coverage.

Article 7. Insurance/Bond

- 7.1 Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations

assumed by Contractor during the term of this agreement and for a minimum of one year following completion of the Work.

- (a) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of Work. Contractor shall also verify that any subcontractor it hires to assist in completion of the Work is also covered by Worker's Compensation insurance. Contractor agrees to defend, indemnify, and hold harmless Owner from and against any and all Worker's Compensation claims.
- (b) Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations.
- (c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$500,000 each occurrence and \$500,000 aggregate with respect to each of Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Work.
- (d) Professional/Contractor Liability insurance with minimum limits of \$1,000,000 each occurrence and \$1,000,000 aggregate.
- (e) Contractor shall provide a performance/completion bond from a company lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The amount of the bond shall be for the overall contract amount.

Article 8. Owner's Right to Terminate

- 8.1 Owner reserves the right to terminate this agreement at any time, with or without cause, by delivering written notice to Contractor.
- 8.2 In the event of Owner's termination of this agreement, Contractor shall cease operations as directed by Owner, take any action necessary, or that Owner may direct, for the protection and preservation of the Work, and terminate all existing subcontracts and purchase orders.
- 8.3 Owner shall pay Contractor for all Work properly executed through the date of receipt of Owner's notice of termination.

Article 8. Miscellaneous

- 9.1 Notice. Any written communication regarding the performance of the Work, invoices submitted by Contractor, or any other provision of this contract shall be made as outlined below unless otherwise stated in writing.

To Owner:

Kassie Bybee
2415 Washington Blvd.
Ogden, UT 84401
kbybee@oeccutah.com

To Contractor:

CR Lighting & Electric, Inc.
380 King Street
Layton, UT 84041
shawn.hadley@crlighting.net

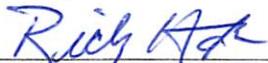
- 9.2 **Independent Contractor.** Contractor shall perform the Work as an independent contractor and not as an employee or agent of Owner.
- 9.3 **Severability.** The invalidity of any provision of this agreement shall not invalidate the agreement or its remaining provisions. If any provision of the agreement is determined to be invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. This agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the agreement.
- 9.4 **Waiver.** The failure of either party to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 9.5 **Governing Law.** This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.
- 9.6 **Entire Agreement.** This agreement represents the entire and integrated agreement between Owner and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.
- 9.7 **Successors and Assigns.** Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in this agreement. Neither party shall assign the agreement without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the agreement.
- 9.8 **Survival.** The representations, warranties, and indemnification obligations contained herein will survive the termination of this agreement.

Signed on this 1~~st~~ day of September, 2020.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By 
Gage Froerer, Chair

ATTEST:


Ricky Hatch, CPA
Weber County Clerk/Auditor

CR LIGHTING & ELECTRIC, INC.

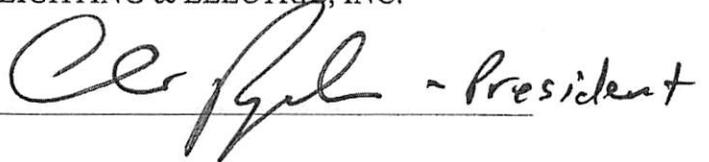
By  - President

EXHIBIT A

DETAILED SCOPE OF WORK

- **SUPPLY OF THEATRICAL LIGHTING CONTROL EQUIPMENT, INFRASTRUCTURES, AND FIXTURES:**
 - Electrical Contractor (EC) shall purchase all theatrical lighting system components, fixtures, accessories, **excluding fixtures** and accessories ordered by Owner, as specified from the Theatrical Dealer/Integrator selected by Owner. ELECTRICAL DISTRIBUTORS SHALL NOT SUPPLY THESE ITEMS TO EC. This requirement will ensure the involvement of entities who are application-familiar and qualified to facilitate a smooth and successful installation for Owner.
 - Other electrical equipment and ancillary componentry (pipe, wire, fittings, etcetera...) shall be supplied by the EC.
 - Installation of all components shall be the responsibility of the EC.
- **INTEGRATION OF THEATRICAL LIGHTING CONTROL EQUIPMENT:**
 - Integrator shall coordinate with the EC the proper installation of a complete stage lighting and dimming system, components and ancillary equipment as indicated, in accordance with equipment manufacturer's written instructions, and with recognized industry practices, to ensure that lighting control equipment complies with requirements. (See ETC Performance specifications document.)
- **INTEGRATOR'S VERIFICATION OF ELECTRICAL CONTRACTOR'S INSTALLATION:**
 - Upon completion of installation and after circuitry has been energized, demonstrate capability and compliance of system with requirements.
 - Assist the EC to identify any malfunctioning components onsite. Retest to demonstrate compliance; coordinate the removal and replacement of faulty components and proceed with retesting.
- **SERVICES RENDERED BY INTEGRATOR TO EC**
 - Integrator shall supply the following services to the EC:
 - Attendance at pre-bid walkthrough(s) to answer questions about theatrical lighting systems.
 - All theatrical lighting system documentation, submittals etcetera.
 - Regular coordination with EC throughout full term of project.
 - Review all theatrical low voltage terminations made by the EC.
 - Integrator may offer and provide low voltage data terminations as an added service.

- Review the complete theatrical system(s) prior to energization and supervise the energization of system.
 - Complete programming of the system including all button stations and touchscreens and to ensure all architectural fixtures are dimming smoothly and flicker free (within the reasonable and physical capabilities of the fixtures and system.)
 - Two additional site visits shall be provided after the building has been turned over, at six months and one year, to make any changes to the programming that may be required by Owner.
 - Theatrical fixture assembly and bench focus prior to hang.
 - Applicable to portable theatrical fixtures only. Assembly and installation of permanent architectural fixtures are the responsibility of the EC.
 - Initial hang and focus of portable theatrical fixtures per engineer's/owner's requirements – if applicable.
 - Develop and apply DMX addressing scheme applicable to system scope.
 - Perform initial DMX addressing of all fixtures (theatrical and architectural) connected to the theatrical lighting system.
 - Verify that all system-connected fixtures respond to system-sourced DMX and are fully functional. Verify RDM communication/capabilities for all DMX/RDM fixtures as applicable.
 - Document all DMX & RDM settings at time of system turnover. Deliver said documentation to EC for inclusion in the closeout O&M packet.
 - Comply with requirements of NEC, and applicable portions of NECA's "Standard of Installation" pertaining to general electrical installation practices.
 - Coordinate with other electrical work, including raceways, and electrical boxes and fittings, as necessary to interface installation of lighting control equipment work with other work. EC shall be on site as required, to adjust lighting control units for proper light levels as directed by engineer.
 - Provide all required drawings for each system identified; show all hardware configurations, panel required schedules and numbering. All panel wiring diagrams and typical wiring diagrams for each component.
 - Provide as-built/redlined drawings upon completion of the theatrical lighting system to the EC for inclusion in the closeout O&M packet.
- **PRODUCTS TO BE INSTALLED**
 - Lighting fixtures to be purchased and installed will be ETC Net compatible preferably of the ETC brand. Quantities will be determined pre installation. Quantities will be determined pre-installation. Fixtures installed shall be ones listed below or equivalent.
 - House button and touch screen control modules are listed in the diagram drafting

below. This diagram also lists models and locations for DMX/network ports and other system wiring and components to be purchased and installed.

- House Lights
 - ArcSystem Pro Emergency 2-Cell, DMX/RDM, Fade to Warm, 3000K/60° Black Finish, RJ45 DMX Connectors, Yoke Mount
 - ETC ARCPE2-RDM-F-3-60-B-Y
 - Requires emergency feed circuit and normal loss sense feed for UL924 bypass.
- Window and Grills Accents
 - 2' segment RGBWA tapelight , 45deg aluminum channel w/lens, 24vdc power supply, 6 Channel DMX Decoder
 - KELVIX RGBWA-24V, CH-607, ULV36, DMX-26506
- House Work Lights
 - 4' LED Striplight, 7000 lumens, no lens, 3000K, 80CRI
 - LITHONIA 1ZL1N L48 7000LM L/LENS MVOLT 30K 80CRI
- Cove Ceiling Lights
 - ETC ~6.5' Linear Flood Fixture, Four Color (Deep Blue), w/trunnions, RJ45 Connectors, PBG power inlet cable
 - ETC CSLINEAR4DB45-A, DPJ-5, LENSING TBD
 - Secondary lensing not specified – TBD after approved mockup.
- New GIO Control Console – See Exhibit B.

- **TIMELINE OF PROJECT INSTALLATION**

November 9, 2020

- This project will need to happen to be completed by ~~November 2, 2020.~~

Chuck Halp

Digitally signed by Chuck Halp
DN: cn=Chuck Halp, email=chuck.halp@theater.com
c=US, o=Theater.com, ou=Chuck Halp
Date: 2020.11.09 11:00:00

- **INTEGRATOR TO PERFORM MANUFACTURER AUTHORIZED PERSONNEL TRAINING:**

- Building Operating Personnel Training: Train Owner's building personnel in procedures for startup, testing and operating lighting control system equipment. Provide video recorded training for Owners Use.
 - Include basic training on theatrical consoles if applicable.
 - Include basic training on operation and configuration of theatrical LED fixtures if applicable.

Add Alternate Rigging Proposal:

- Inspect current Theater rigging
- 4 automated electrics at 1,500 lbs lifting capacity
- 2- general purpose hoist at 1,500 lbs capacity
- Maintain existing circuiting on electrics and integrate new data as defined in the new proposed system.

EXHIBIT B

PROPOSAL



**Lighting &
Electric, Inc.**

CR Lighting & Electric Inc.

**380 N. King Street
Layton UT 84041**

Ph:(801) 544-1533 Fax: (801) 544-4859

Customer: Weber County

Date: July 30, 2020

Attn: Gary Griffeth

Submitted By: Shawn Hadley

Job name: Egyptian Theater Theatrical

Signature:

Job location: Ogden, Utah

Cell: (801) 660-7187

Please note the following clarifications to our proposal:

1. Proposal does not include painting of new conduit at "black-out ceiling" above stage (we will provide conduit, where necessary, that would be provided in black from the factory).
2. Proposal does not include night or weekend work.
3. Proposal does not include overtime.
4. Proposal does not include taxes.
5. Proposal does not include bid bond (see adder below).
6. **Proposal does not include new GIO control console (see adder below).**
7. Proposal includes demo of existing in-direct and atmospheric cove lighting.
8. Proposal includes installing new DMX/Ethernet cabling.
9. Proposal includes connecting existing control stations into new equipment rack.
10. Proposal includes new LED tape at existing windows & grilles.
11. Proposal includes new Cove/House architectural lighting fixtures (ArcSystem).
12. Proposal includes new Cove/Atmospheric architectural lighting fixtures (ColorSource).
13. Proposal includes new Dimmer/Relay rack.
14. Proposal includes new Control/Equipment rack.
15. Proposal includes new architectural control stations, control distribution and misc. equipment.
16. Proposal includes using new spare circuits for new Cove/Atmospheric lighting made available after demo of existing cove fixtures.
17. Proposal includes (6) new back stage work lights per Addendum #1.
18. Braden at Barbizon has taken architectural classes specifically related to historic architectural theatrical lighting design (see BOM from Barbizon for understanding of systems to be provided).

Total Bid Price:	\$556,360.00
Performance Bond Adder	\$9,064.00
GIO Control Console Adder	\$32,407.00

- Any price listed in this proposal is valid 30 days from date of issue.
- This bid includes division 28 (electrical) work only, unless noted otherwise.
- Payment in full is expected within 30 days from date of completion.
- Partial billings required on projects over \$30,000.00 or 1 month unless other terms are agreed upon by both parties.
- All parts and services are guaranteed with a 1 year warranty which begins the day of substantial completion. Warranty does not include damage caused by abuse or neglect of electrical systems. Material and labor to change burned out lamps is not covered under warranty and is considered to be standard maintenance by the owner.
- Lighting maintenance contracts will be billed monthly unless other terms are agreed upon by both parties.