



KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 1923025-02
La Crosse Center Expansion & Renovation
400 La Crosse Street
La Crosse, WI 54601

COR # 40.00
Date: 6/11/2020

To: Owner City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

From: Kraus-Anderson Construction Company
151 East Wilson Street, Suite 100
Madison, WI 53703

PCO # 67 - Braun's Special Instructions

Item #	Description	Vendor	Amount
1	Special inspection	Braun Intertec Corp	\$19,935.00
2	Fireproofing inspection	Braun Intertec Corp	\$23,055.00
Total For Change Order			\$42,990.00

Approved By: City of La Crosse

Signed: _____ **Date:** _____

Submitted By: Kraus-Anderson Construction Company

Signed: *Peter Linsmeier* _____ **Date:** 6/11/2020 | 1:56 PM CD
DocuSigned by: 6867371012384A6...

Accepted By: I & S Group, Inc.

Signed: *Patrick Vos* _____ **Date:** 6/16/2020 | 3:17 PM CD
DocuSigned by: CE66D9E39AF4441...



Change Order Authorization

B1913016 - Change Order

La Crosse Center Expansion & Renovations

Date: 5/19/20

Client:	Work Site Address:	Service Description:
City of La Crosse Randy Turtenwald 400 La Crosse Street La Crosse, WI 54601 (608) 789-7505 engineering@cityoflacrosse.org	300 Harborview Plaza La Crosse, WI 54601	Fireproofing

Fireproofing observations and testing. Estimated quantities are as indicated below.

Change Order Details								
Description	Action	Total Quantity		Sales Price		Total Sales Amount		CO Total
		Orig	New	Orig	New	Orig	New	
Project: B1913016 - La Crosse Center Expansion & Renovations						\$127,986.80	\$151,041.80	\$23,055.00
Phase: 1 -Special Inspections and Construction Materials Testing						\$89,674.00		
Phase: 2 -Pre- and Post-Construction Condition Surveys and Vibration Monitoring						\$28,320.00		
Phase: 3 -Hazardous Building Materials Inspection						\$4,992.80		
Phase: 4 -Subcontractor Allowance						\$5,000.00		
Phase: 5 -Fireproofing							\$23,055.00	\$23,055.00
Activity: 5.1 -Fireproofing Observations and Testing							\$23,055.00	\$23,055.00
281 -Fireproofing Observations and Testing, ICC	Add		140.00		\$77.00		\$10,780.00	\$10,780.00
1664 -NDE Trip charge	Add		65.00		\$5.00		\$325.00	\$325.00
1784 -Thickness/Density, laboratory determination	Add		195.00		\$35.00		\$6,825.00	\$6,825.00
1785 -Adhesion/Cohesion Testing, per test	Add		195.00		\$25.00		\$4,875.00	\$4,875.00
2210 -Thickness gauge, per day	Add		5.00		\$50.00		\$250.00	\$250.00



Change Order Authorization



B1913016 - Change Order

La Crosse Center Expansion & Renovations

Date: 5/19/20

Budget Summary	
	Amount
Original Contract Amount: Special Inspections, Construction Materials Testing, and Hazardous Building Materials Inspection	\$127,986.80
Change Order - Pending: Fireproofing	\$23,055.00
Revised Budget: The new total budget after pending change orders	\$151,041.80

Authorization

Braun Intertec Corporation	Customer
<p>Sincerely, BRAUN INTERTEC CORPORATION</p>  <p>Benjamin R. Sullivan, PE Project Engineer</p>  <p>Joseph C. Butler, PE Business Unit Manager / Senior Engineer</p>	<p>The proposal is accepted, and you are authorized to proceed.</p> <hr/> <p>Authorizer's Firm</p> <hr/> <p>Authorizer's Signature</p> <hr/> <p>Authorizer's Name (please print or type)</p> <hr/> <p>Authorizer's Title</p> <hr/> <p>Date</p>



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

May 15, 2020

Proposal QTB120621

Mr. Randy Turtenwald
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

RE: Proposal for Building Envelope Observations and Testing and Firestopping Observation Services
La Crosse Center
300 Harborview Plaza
La Crosse, Wisconsin

Dear Mr. Turtenwald:

Braun Intertec Corporation is pleased to submit this proposal to provide Building Envelope and Firestopping Services on the La Crosse Center Project in La Crosse, Wisconsin.

Building Envelope Observations and Testing Scope of Services

Building Enclosure Observation and Testing Services are provided by the Braun Intertec Building and Structure Sciences Group based in Minneapolis, Minnesota. The Building and Structure Sciences Group is a team of Registered Architects, Professional Engineers, Consultants, and Field Technicians with certifications as Registered Waterproofing Consultant (RWC), Registered Roof Consultant (RRC), Registered Roof Observer (RRO), Registered Exterior Wall Observer (REWO), Certified EIFS Inspectors (CEI), FenestrationMaster Professional (FMPC) and Certified Infrared Thermographers (CIT).

Building Envelope Observations and Testing Assumptions

- Safe access to the locations requiring observations and testing to be provided by the General Contractor.
- Approved submittal packages should be submitted for review prior to a minimum of 72 hours' prior to our arrival on site.
- We require a minimum of 48 hours' notice for scheduling observations for a specific time. Shorter than 48 hours' notice may impact our ability to perform the requested services.
- Our Observation Daily Reports will document observations made at the time of each site visit and will be submitted within 48 hours. If deficiencies are observed, they will be discussed with the Contractor prior to departing the site.

- As deficiencies are observed and documented, it is the responsibility of others to make necessary correction(s) of the deficiencies. At subsequent visits, we will document corrected deficiencies if not covered or hidden from view. If hidden from view, we will note as such.
- Where Unit Rates are listed, it includes labor, materials and equipment unless otherwise noted.
- Re-inspection or additional testing due to nonconformance will be provided upon written request at the Unit Rates in the attached tabulation plus 10 percent for additional Project Management and Reporting time.

Air Barrier Services

- Perform air barrier observations on a periodic basis during the application of the materials.
- Wet mil thickness testing at a rate of 1 per 100 square feet if on site during application.
- We have assumed six (6) site visits. Actual installation phasing and sequencing may modify the number of visits.

Roofing Observations

- Perform roofing observations on a periodic basis during the application of the materials.
- We have assumed two (2) site visits. Actual installation phasing and sequencing may modify the number of visits.

Window Testing according to AAMA 501.2

- Provide labor, materials, and equipment to complete the fenestration testing according to AAMA 501.2, *"Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems."*
- The AAMA 501.2 water spray test is utilized to test the installed non-operable fenestration for water tightness. A calibrated nozzle is used to delivery water spray at a uniform pressure while slowly wetting the surface of the fenestration system. The spray test focuses on the installed sealants and gaskets.
- Each test is comprised of a minimum 100-square foot representative section as outlined in the AAMA 501.2 standard.
- We have included one test as requested on one site visit.

Window Testing Specific Assumptions

- We require a minimum of 2 week notice for scheduling window testing. This duration is also the minimum length of time required for sealant cure prior to testing.
- We will test windows before the interior finishes are in place as this allows us to observe the rough opening for water penetration. Any caulking or foam that obscures the rough opening will need to be removed by others prior to testing to allow us to observe the entire rough opening, except that required by the window manufacturer's installation instructions.
- Power and water access of sufficient pressure within 200 feet of the test specimen is assumed provided by the Contractor. If additional water supply provisions required, additional costs may be incurred.
- We assume testing at grade level, roofs, and/or terraces. We do not include costs for aerial lift equipment or scaffolding that may be required if the window head is greater than 12 feet above the adjacent horizontal surface. It is most economical to utilize aerial lift equipment already on site.
- The proposal does not include temporary enclosures or heat if the project schedule necessitates testing during winter or adverse weather conditions and is assumed provided by the Contractor.
- Re-tests or additional testing due to nonconformance will be provided upon written request at the Unit Rates in the attached tabulation plus 10 percent for additional Project Management and Reporting time.

Project Management and Reporting Services

- Review test results and observation reports, transmit results to the project team following completion of observation and/or testing activities, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, and design team.

Firestopping Observation Services

This project requires firestopping special inspection of through-penetration firestopping and fire-resistive joint systems under the State Building Code and adopted 2012 Minnesota State Building Code, Section 1705.16 and Table 1604.5. Under 2012 Minnesota State Building Code, Chapter 16, Table 1604.5 – this project falls into a High-Rise Hazard, Risk Category III Hazard, or Risk Category IV Hazard, or the project specifications require the inspection service. Chapter 1705.16 requires inspection of installed firestopping system by a *qualified* independent testing agency.

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Our inspectors meet the requirements outlined in ASTM E2174, ASTM E2393, and ASTM E3038 for On-Site Inspection of Installed Fire Stops and have a minimum of 2 years of construction inspection experience. Our firestop inspectors are certified by the International Firestopping Council (IFC) testing requirements, Factory Mutual (FM) according to their FM 4991 Designated Responsible Individual (DRI) testing requirement, or Underwriters Laboratory's (UL) Designated Responsible Individual (DRI) testing requirement and having completed coursework and training on proper procedures for inspection of firestop systems by our internal Firestop Inspection training program.

Our special inspectors summarize the nature, extent and results of their special inspection activities, at the time they are performed, on Daily Inspection Forms that are submitted to the Authorizing Authority, installer and general contractor's on-site personnel for their review and records. Inspection forms will be sequentially numbered and will contain information about one type of firestop system. If multiple firestop systems are inspected in one day, then separate inspection forms will be prepared for each firestop system. The daily special inspection reports will become the basis for our final written report which will be reviewed and signed by a Registered Architect.

Firestop Review and Project Communication and Reporting Services

- Provide Firestop review of test results and observations reports and prepare required final report.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, fabricator and design team.
- Transmit results on a weekly basis to the project team; the contractor, owner, building official, and design team.

Firestopping Observation Assumptions

- Pre-construction meeting with General Contractor and Sub-Contractor(s)
- Review of drawings, submittals, and materials prior to installation.
- Coordination with the firestopping installer(s).
- Safe access to locations of firestopping installation. No special site-specific training or gear is required to complete our scope of services.
- We have assumed three (3) trips to inspect installed firestop systems as noted in the construction documents for the project. Firestop inspection trips include coordination time, travel, construction meetings (as requested), pre-installation meetings (as requested), preparation of daily written reports for each inspected firestop system. Actual installation phasing and sequencing may modify the number of visits.

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- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Less than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.
- Inspection guidelines will be based on IBC code required ASTM E2174 and ASTM E2393 inspection standards.
- Re-inspection or follow-up inspections will be charged on an hourly and/or unit pricing basis at the billing rates included.
- Final report when firestopping is completed. Final report will be reviewed and signed by a Registered Architect.

A breakdown of cost estimate is attached. Our costs are estimated at:

Air Barrier Observation and Testing	\$7,770.00
Roof Observations	\$2,740.00
Window Testing	\$2,445.00
Firestopping Inspections	\$6,980.00

Safety

We assume the conditions found at the site will provide a safe working environment for our staff. If conditions are encountered that we feel are not safe, we will contact you immediately and reserve the right to not complete task that are felt un-safe.

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General Remarks

We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.*** The proposed fee is based on the scope of services described above and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule. Our services will be provided under the terms of the General Conditions attached.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Ryan Lamoureux at 612.298.6738 or RLamoureux@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Ryan Lamoureux
Operations Manager, Senior Consultant



Jason S. Hanlon, PE, MLSE
Business Unit Manager, Principal Engineer

Attachments:

Cost Estimate Summary
General Condition 1-1-2018

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Project Proposal

QTB120621

La Crosse Center Renovations

Client:

City of La Crosse
Randy Turtenwald
400 La Crosse Street
La Crosse, WI 54601
(608) 789-7505
engineering@cityoflacrosse.org

Work Site Address:

300 Harborview Plaza
La Crosse, WI 54601

Service Description:

Building Envelope Observations & Testing
and Firestopping

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Building Envelope Observations & Testing				
Activity 1.1	Air Barrier Observations & Testing				\$7,770.00
5502	Air Barrier Observation (Ea)	6.00	Each	550.00	\$3,300.00
5506	Mil-Thickness Testing (Ea)	6.00	Each	25.00	\$150.00
5150	BaSS Mobilization Charge	6.00	Each	720.00	\$4,320.00
Activity 1.2	Roof Observations				\$2,740.00
5504	Roofing Observation (Ea)	2.00	Each	650.00	\$1,300.00
5150	BaSS Mobilization Charge	2.00	Each	720.00	\$1,440.00
Activity 1.3	Window Testing (AAMA 501.2)				\$2,445.00
5510	AAMA 501.2 Window Test (Ea)	1.00	Each	1,725.00	\$1,725.00
5150	BaSS Mobilization Charge	1.00	Each	720.00	\$720.00
	Phase 1 Total:				\$12,955.00
Phase 2	Firestopping				
Activity 2.1	Zone 2 Firestopping Inspections				\$6,980.00
5517	Pre-Con Meeting/Submittal Review (Zone 2)	1.00	Each	1,565.00	\$1,565.00
5520	Firestopping Inspection (Zone 2)	3.00	Each	1,555.00	\$4,665.00
5522	Firestopping Final Report (1-9 Inspection Trips)	1.00	Each	750.00	\$750.00
	Phase 2 Total:				\$6,980.00

Proposal Total:	\$19,935.00
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General Conditions

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.