

May 17, 2024

Mr. Ben Mishoe, City Manager
City of Charleston
501 Virginia Street East, Room 101
Charleston, WV 25301

RE: City of Charleston Fire Stations – Phase I Services

Dear Mr. Mishoe,

The Thrasher Group, Inc. (Thrasher) is pleased to provide a proposal for City of Charleston services related to the above-mentioned project (“Proposal”). The following details our Proposal for the Project Understanding, Scope of Work, Clarifications, Schedule, and Fees & Payment.

A. PROJECT UNDERSTANDING:

The Charleston Fire Department currently has eight stations in daily operation. The facilities vary in age and are in various stages of restoration or modernization. The focus of the initial phase of this work will be to develop the programmatic requirements for the desired renovations, improvements, and modernization to support the current and future needs of the City of Charleston Fire Department. Once this initial phase is complete recommendations will be discussed with City stakeholders to determine the scope of renovations to be undertaken at each station.

B. SCOPE OF SERVICES:

The initial scope of services will include the TASKS outlined below. Once scope is determined for each station a supplemental proposal will be provided to professional services necessary for Design, Bidding and Construction Administration services for the selected projects to be completed at each station.

TASK 1: Prepare CADD base plans of each station

CADD base plans will be prepared of each station to be used as part of the initial building evaluations and scoping discussions. Once final scope is determined for each station these plans will be used as the basis for the development of construction documents for bidding and construction of the work.

- Prepare CADD base plans of Stations 1,2,3,4 & 8 from existing PDF plans provided.
- Prepare CADD base plans of Stations 5,6 & 7 from onsite measure up (assume the layouts of all three stations are similar so only one station will be field measured in detail)
- Verification of base plans during site visits.

TASK 2: Existing Facility Site Visits/ Firematic Evaluation.

- Kick off meeting with stakeholders prior to onsite building visits to discuss expectations for the overall project and outcomes/hopes for each station. Discuss areas of specific concern or focus at each location.
- Review existing documentation including any previously issued condition reports.
- Perform site visits at eight (8) fire stations.

- Verify existing plan layout, and general visual observation and photographic documentation of existing conditions in areas of specific concern or focus as identified in kick off meeting.
- Identify existing deficiencies as related to firefighter operations per Building Code, OSHA and NFPA guidelines and standards.
- Will require access to all interior fire station rooms/spaces at the days/times of all coordinated visits. Access will be prearranged prior to each day's visits to assure remobilization to any stations will not be required.

TASK 3: Existing Facility Firematic Assessment Reports/ Scoping Review.

- Firematic/firefighter spaces assessments for eight (8) fire stations.
- Recommended corrective actions will include a review of Health and Safety per NFPA 1550 and 1851 along with the OSHA Consensus Standard and General Duty Clause for worker safety.
- Verified base plans of eight (8) stations for scoping discussion.
- Scoping discussion - meeting with City stakeholders to discuss findings and recommendations to determine the scope of renovations to be undertaken at each station.

C. DELIVERABLES:

A letter form Firematic Assessment Report will be prepared for each station and will include recommendations for corrective action for any deficiencies that are observed.

CADD base plans of each station will be included in the reports and will be utilized for developing work scope to be completed in Phase II.

Scoping summary outlining renovations to be undertaken at each of the eight (8) stations. This will be the basis of the Phase II work scope.

D. CLARIFICATIONS:

The condition assessments will be based on walkthrough visual survey of the existing conditions of the facility, as well as interviews with on-site staff and record documentation which has been obtained via our research or provided by the City of Charleston. During our site walkthrough, our field observer(s) will survey the general physical condition of the subject property & structure, observed material systems and components, and identified material physical deficiencies based on visual survey. Testing or preparing calculations of any system or component to determine adequacy, capacity, or compliance with any standard is outside the scope of this report.

Hazardous materials sampling and is not included in this proposal but can be provided as an additional service if required.

E. SCHEDULE:

We are ready to begin work immediately following the acceptance of this proposal. The work of this proposal should take approximately one month based upon your ability to respond to our work product and delays that may be introduced by outside agencies. Timely receipt of technical documents, design criteria and approvals from others are necessary to accomplish our design work within the suggested schedule.

F. FEES & PAYMENT TERMS:

We propose to provide the above outlined services as noted below:

TASK 1	\$ 9,100.00
TASK 2	\$21,250.00
TASK 3	<u>\$13,500.00</u>
TOTAL	\$43,850.00

The lump sum fee for each TASK will be billed monthly based on percent complete.

Preparation of Rough Order of Magnitude (ROM) Costs are not included in the Fee's noted above. We anticipate ROM costs will be prepared once concept designs are developed at the start of the next work phase. ROM costs will be based on general square foot takeoffs and lump sum fee costs depending on the deficiency involved and the ability to assess and assign initial order of magnitude cost estimates.

Reimbursable expenses including travel, printing, postage, and reproduction will be billed at 1.1 times actual cost. For this proposal scope, our estimate of reimbursable costs is expected to not exceed \$3,750. Project will be invoiced monthly throughout the course of the project. Work outside of this scope as defined above can be negotiated as a lump sum or can be billed on an hourly basis per the attached hourly rate schedule.

Thrasher appreciates and is excited about the opportunity to work on this Project. If you have any questions or need additional information, please contact me at 304-624-4108 or at mbreakey@thethrashergroup.com. If this proposal is acceptable, please sign below and return a copy to my attention.

Sincerely,
THE THRASHER GROUP, INC.



Matthew S. Breakey, AIA, LEED AP
Senior Project Manager

ACCEPTANCE:

On this _____ day of _____, 2024, the below signed and thereby accepts and agrees to this Proposal, and the Terms and Conditions attached hereto are incorporated herein by reference as if fully set forth herein, from The Thrasher Group, Inc. **By signing below, you are creating a valid and binding contract between The Thrasher Group, Inc. and the City of Charleston upon the terms and conditions of this Proposal and the Terms and Conditions attached hereto and made a part hereof.**

By:

Signature

Name and Title

TERMS AND CONDITIONS

The terms and conditions set forth below “Terms and Conditions” are part of the Proposal which these are attached thereto and are included in said Proposal as if fully restated therein. The services set forth in the Proposal (“Services”) shall be performed pursuant to the Offer to Perform Services, as defined herein.

Parties: “Thrasher” means The Thrasher Group, Inc. “Client” means City of Charleston and your successions or assigns.

Generally: These Terms and Conditions govern the parties' duties, obligations, and relationship with respect to the Proposal submitted by Thrasher to Client for the Services described in the Proposal. These Terms and Conditions apply in addition to any and all descriptions, specifications, prices, terms, covenants, conditions, or other items set forth in the Proposal itself (as used herein, the term "Offer to Perform Services" shall refer to, collectively, these Terms and Conditions and the Proposal).

This Offer to Perform Services constitutes an offer by Thrasher to provide the Services set forth in the Proposal to Client upon the terms and conditions contained in the Proposal and these Terms and Conditions. Client's acceptance of this offer is limited to this Offer to Perform Services. Thrasher expressly rejects any additional, different, or varying terms proposed by Client.

This Offer to Perform Services constitutes the final written expression of the terms between Thrasher and Client regarding the Services and is the complete and exclusive statement of those terms. Any terms, conditions, negotiations, or understandings between the parties that are not contained herein shall have no force or effect unless in writing and signed by Thrasher, expressly stating in writing Thrasher's intent to modify this Offer to Perform Services. Said writing modifying the Offer to Perform Services must be signed by Thrasher to be effective.

Modification: Any modification, alteration or deviation from the terms and conditions set forth in the Offer to Perform Services may involve extra costs, and such costs will become a charge over and above the amount set forth in the Offer to Perform Services. A written change order is the proper manner in which to alter the terms of this Offer to Perform Services between the parties. However, it is understood that written change orders are not always completed. Client shall be responsible for paying the additional cost of such change orders regardless of whether they are made in writing.

Period of Performance: Services provided under this Offer to Perform Services are proposed to be completed within a reasonable amount of time from execution of this Offer to Perform Services by Client unless a separate schedule is attached. Thrasher shall be the sole determiner of what is a reasonable amount of time to perform the Services.

Payment: Client will be billed no less frequently than monthly, but may be billed bi-weekly, for Services provided under Offer to Perform Services. Invoices shall be paid within thirty (30) days of the date of the invoice. Client agrees to pay a 1.5% per month interest after thirty (30) days from the date of the invoice. Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within seven (7) days of the date of the invoice. If Client fails to raise any questions or issues regarding any invoiced items within fourteen (14) days of the date of the invoice, the invoice is deemed approved by the Client in all respects and Client forfeits any right to dispute the invoice or any charge thereon.

In the event of nonpayment of the account within thirty (30) days after the invoice date, Thrasher shall have the right, but not the obligation, to suspend all Services immediately until the account is paid in full. Thrasher may, after giving one days written notice to Client, suspend services under the terms of the Offer to Perform Services until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Thrasher for any such suspension taken in accordance with this paragraph. A notice of suspension, pursuant to this provision, shall be sufficient if sent via email.

In the event an account is greater than sixty (60) days past due, then Thrasher has the right, but not the obligation, to terminate all Services set forth in the Offer to Perform Services and pursue any and all legal methods of collection. Nothing in this provision shall be deemed to limit or exclude any right that Thrasher has, or may have, against Client.

Existing Information and Subsurface Conditions: Client will provide Thrasher with all information Client has, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities, or structures, all upon which Thrasher can rely. If the subsurface conditions are different than Thrasher expects the subsurface conditions to be, Thrasher may charge additional costs, fees, expenses, and other amounts incurred by Thrasher to be able to perform the Services.

Limitations on Liability: Thrasher's liability, and the liability of Thrasher's employees, shareholders, directors, officers, board members, subcontractors, and sub-subcontractors to the Client for damages arising from Services provided or from the Offer to Perform Services shall be limited for any and all claims, losses, costs, damages, and expenses including attorney's fees and cost for

expert witness fees to the Thrasher's total fee for Services received under this Offer to Perform Services.

Insurance: Thrasher shall maintain claims made professional liability insurance, general liability, automobile liability, and workers compensation insurance. Client has, or will purchase, property insurance sufficient to protect any property in which Client has an insurable interest. Client and Thrasher waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

Unless otherwise set forth specifically in the Offer to Perform Services, Thrasher shall maintain the following types and amounts of insurance, at a minimum, during the performance of the Services and shall provide certificates of insurance evidencing its coverage, prior to starting the performance of Services, if requested in writing from Client.

- a) Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage;
- b) Comprehensive General Liability Insurance with annual aggregate limits of \$1,000,000;
- c) Automobile Liability Insurance with annual aggregate limits of \$1,000,000; and
- d) Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate on a claims-made basis.

Mediation: Prior to any litigation, arbitration, or other proceeding, Client and Thrasher shall attempt to mediate any dispute arising from services provided under this Offer to Perform Services. The American Arbitration Association will conduct the mediation, unless otherwise agreed. Client and Thrasher will equally share all fees and costs of mediation.

Suspension: Thrasher may suspend performing Services under this Offer to Perform Services for any reason or no reason upon seven (7) days written notice, or may suspend performing Services under this Offer to Perform Services for cause (including but not limited to any breach or violation of the Offer to Perform Services by Client) with no notice. Client shall remain responsible and be required to pay all fees earned by Thrasher up to the suspension of Services by Thrasher, plus any amount incurred by Thrasher in performing Services, in preparing to perform Services, and in orderly suspending of Services.

Termination: Client or Thrasher may terminate this Offer to Perform Services for convenience by giving fourteen (14) days written notice, or may terminate this Offer to Perform Services for cause by giving seven (7) days written notice. If this Offer to Perform Services is terminated by Client, Client shall pay Thrasher, in addition to any and all compensation due under this Offer to Perform Services, any amount incurred by Thrasher in performing Services, in preparing to perform Services, and in orderly terminating Services.

Full and Final Agreement: This Offer to Perform Services is the full and final agreement between Client and Thrasher, supersedes any prior agreements, and may not be modified except by in writing executed by both Client and Thrasher, except to the extent the Modification section of these Terms and Conditions is applicable. Should no action be taken by Client within ninety (90) days of the date of submission, this Offer to Perform Services shall be considered null and void.

Attorney's Fees and Costs: In the event Thrasher is required to hire legal counsel to enforce any of the terms or conditions of this Offer to Perform Services, it shall be entitled to recover reasonable and necessary attorney's fees and litigation expenses (whether or not litigation is actually commenced) associated with the enforcement of this Offer to Perform Services.

Indemnification: Subject to limitations of liability set forth in the Limitations on Liability section, Thrasher agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage or liability to the extent caused by Thrasher's negligent acts, errors, or omissions in the performance of professional services under this Offer to Perform Services.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Thrasher harmless from damage or liability to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the Client is legally liable and arising from the Project that is the subject of this Offer to Perform Services.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

The limitation, indemnification and waiver obligations under this Indemnification section shall survive termination or expiration of this Offer to Perform Services.

Standard of Care: Thrasher shall provide its' Services pursuant to the Offer to Perform Services in accordance with current, accepted professional standards, appropriate for the size, complexity, schedule, and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this Offer to Perform Services, Thrasher makes no express or implied warranty of any type, kind, or nature. All warranties including warranty or merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Acceptance: Upon reviewing this Offer to Perform Services, should Client find all matters satisfactory, this Offer to Perform Services shall be considered a binding contract which shall be signed by authorized representatives of Client and Thrasher. Signing and returning this Offer to Perform Services creates a valid and binding contract and shall be considered as an authorization to proceed for Thrasher to commence work on the Project and constitutes acceptance of all terms, covenants, conditions, obligations, and requirements contained in the Offer to Perform Services without modification, addition, or deletion. Further, Client shall be deemed to have made an unqualified acceptance of this Offer to Perform Services upon their earliest of:

- a) Thrasher's receipt of this Offer to Perform Services, signed by Client; or
- b) any other event constituting acceptance under applicable law.

Independent Contractor: Thrasher is and shall remain an independent contractor and neither Thrasher nor any of its employees or agents shall be considered an employee of Client and vice versa.

Force Majeure: Thrasher shall not be responsible for default hereunder where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, pandemics, insurrection, riot, flood, earthquake, fire, labor disturbance, operation of statutes, laws, rules or rulings of any court or government, or any other cause beyond Thrasher's control.

Notice: Each notice, request, demand, or other communication ("Notice") by either party to the other pursuant to the Offer to Perform Services shall be in writing, and, except for routine documentation and correspondence, shall be (a) personally delivered; (b) sent by an overnight commercial courier, charges prepaid; or (c) sent by email (but such electronic communication must be either (i) acknowledged by the recipient (a read receipt received by the sender is sufficient acknowledgment); or (ii) confirmed by sending a copy thereof to the other party by overnight commercial courier no later than the following business day), addressed to the principal office of the receiving party (attention: President or the Project Manager of the Project) set forth on the Offer to Perform Services or to such other address as such party shall have communicated to the other party in accordance with this section. Any Notice shall be deemed to have been given when personally delivered, on the first business day after sending when sent by facsimile or email (or when acknowledged by the recipient if sooner), or on the first business day following the date of sending by overnight commercial courier.

Survival: All obligations prior to the termination of the Offer to Perform Services and all provisions of the Offer to Perform Services allocating responsibility or liability between Thrasher and Client shall survive termination of the Offer to Perform Services.

Remedies Cumulative: Thrasher's remedies specified herein are cumulative and not exclusive of any other remedies available to Thrasher at law or equity. The unenforceability or invalidity of any provision of this Offer to Perform Services shall not affect the validity and enforceability of the remainder of this Offer to Perform Services. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Offer to Perform Services or to exercise any right or remedy as provided in this Offer to Perform Services shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof.

Valid Contract Upon Signing: The terms and conditions in this Offer to Perform Services are the complete agreement between Thrasher and the Client and upon the signing of the Proposal portion of this Offer to Perform Services by Thrasher and Client, the parties have entered into a valid and binding contract which shall be controlled by this Offer to Perform Services.

Hazardous Materials:

- a) If Thrasher encounters hazardous materials, or pollutants in the performance of the Services that pose unanticipated risks, the Proposal and Thrasher's compensation and time of performance will be reconsidered and this Offer to Perform Services shall immediately become subject to renegotiation or termination, at Thrasher's option. If this Offer to Perform Services is so terminated, Client shall pay Thrasher for its fees and charges incurred to the date of such termination, including, if applicable, any additional costs, fees, expenses, or charges incurred in demobilizing.
- b) Unless specifically listed in the Proposal, the Services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB'S), radon gas, or any airborne pollutants and all other hazardous materials.
- c) If samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Thrasher shall, after completion of testing, return such samples or materials to Client, who shall be responsible for properly disposing of such samples and materials in accordance with applicable laws, at its own cost. Client recognizes and agrees that Thrasher will at no time assume the ownership or control of such substances, waste, materials, or constituents.

- d) Client acknowledges that, prior to commencing the Services, Thrasher has had no role in generating, treating, storing, transporting, or disposing of waste materials which may be present at the site and Thrasher has not benefited from the processes that produced any such waste materials. It is understood and agreed that Thrasher is not and has no responsibility as a generator or operator, or as a storage, treatment, transport, or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the site. The Services shall not include directly or indirectly arranging for the treatment, storage, transport, or disposal of waste materials or pollutants, on or offsite.
- e) Thrasher shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes. Client shall indemnify, defend, and hold harmless Thrasher for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).

Client Responsibilities: Client, at its own expense, shall:

- a) Provide Thrasher with all criteria and information necessary for Thrasher to comply with the Services and Offer to Perform Services, as the same may be amended or modified from time to time, and any requirements of the Project;
- b) Provide Thrasher all information, documents, and assistance necessary or reasonably requested by Thrasher to enable performance of the Services in a timely manner, all which Thrasher shall be entitled to rely upon without independent verification;
- c) Make decisions, provide approvals, and obtain all necessary authorizations, licenses, and permits required to permit the timely performance of the Services;
- d) Notify Thrasher if Client becomes aware of any matter that may change the scope, timing, order, or complexity of the Services;
- e) Act reasonably, professionally, and in good faith in all respects in connection with this Agreement;
- f) Furnish Thrasher with copies of all existing data, reports, surveys, plans, and other materials and information, within Client's possession required for the Project or the performance of the Services, all which Thrasher may use and rely upon in performing the Services;
- g) Arrange for access to and make all provisions for Thrasher to enter upon public and private property as required for Thrasher to perform the Services;
- h) Describe the activities which were conducted at the site by Client or by any person or entity which would relate to the Project and identify by name, quantity, location, and date any releases of hazardous substances or pollutants, if any;
- i) Provide prompt notice to Thrasher whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of the Services or any alleged defect in the Services;
- j) Designate an individual or individuals to act as Client's representative(s) with respect to the Services who shall each have complete authority to transmit instructions, receive information, and interpret and define Client's requirements, decisions, policies, drawings, plans, surveys, data, and reports;
- k) Assume responsibility for personal injuries and property damage caused by Thrasher's interference with subterranean structures such as pipes, tanks, and utility lines that are not disclosed to or are not accurately disclosed to Thrasher by Client in advance of commencement of the Services; and
- l) To the extent required by law, report promptly all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.

Waiver: Client waives any and all claims against Thrasher for incidental special, indirect, or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages, or business interruption type damages arising out of or in any way related to the services or work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability), or otherwise and no matter how claimed, computed or characterized. Both Client and Thrasher waive the right to trial by jury in any legal proceedings relating to this Agreement.

Confidentiality: Each Party will keep confidential all confidential information disclosed to it by the other party; provided that either Party may disclose confidential information to those persons who need to know such information for purposes that relate to the performance of the Services. Except as specifically provided herein, neither Party will acquire any right, title, or interest in or to the confidential information of the other Party.

Exclusivity: Information, work product, reports, or deliverables provided by Thrasher to Client in any form in connection with the Services is provided solely for Client's own use and for the purpose for which the Services were engaged.

Governing Law, Jurisdiction, and Venue: This Offer to Perform Services will be interpreted and construed in accordance with the internal laws of the State of West Virginia without giving effect to its principles of conflicts of laws. Any suit or action regarding this Offer to Perform Services shall be heard in Harrison County, West Virginia, in either the State or Federal Court located therein. The Client hereby waives any claim to forum non conveniens, or any similar claim or assertion. Client agrees that the locations and courts set forth herein are not a forum non conveniens for the Client and this provision is reasonable in all respects.

Use of Documents:

- a) All documents are instruments of service, and Thrasher shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Thrasher) whether or not the Project is completed.
- b) If Thrasher is required to prepare or furnish drawings or specifications under this Offer to Perform Services, Thrasher shall deliver to Client at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- c) Client may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Thrasher grants Client a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Thrasher of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Thrasher, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Thrasher; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Thrasher, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Thrasher or to its officers, directors, members, partners, agents, employees, and consultants; (3) Client shall indemnify and hold harmless Thrasher and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Thrasher; and (4) such limited license to Client shall not create any rights in third parties, provided, however, that in the event of any assignment for the benefit of Client's construction lender, such lender or successor shall be entitled to assume Client's license to such documents subject to the other terms and conditions contained in this Section.
- d) If Thrasher at Client's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Client shall compensate Thrasher at rates or in an amount to be agreed upon by Client and Thrasher.

Electronic Transmittals:

- a) Client and Thrasher may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreed protocol.
- b) If this Offer to Perform Services does not establish protocols for electronic or digital transmittals, then Client and Thrasher shall jointly develop such protocols.
- c) When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

Sales or Use Taxes: If any governmental entity, has already done so or does so in the future, takes a legislative action that imposes sales tax, additional sales or use taxes on Thrasher's services or compensation under this Offer to Perform Services or any related, associated or other services of any type, then Thrasher may invoice such additional sales or uses taxes for reimbursement by Client. Client shall reimburse Thrasher for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Thrasher is entitled under this Offer to Perform Services.