

PROJECT PROPOSAL

To: *Intracoastal Tower*
Attn: Frank Cannizzaro
Phone: 954-346-0677 Ext 217
Email: frank@ipmflorida.com

Project Name: *Intracoastal Tower*
Proposal No: Q
PropOsal Date: 9/24/2025

WSA, a Division of Sciens Building Solutions, is pleased to provide the following list of equipment and services for the above referenced project. The scope of work and material provided are per documents provided.

<u>Model Number</u>	<u>Qty</u>	<u>Product Description</u>
ITEM NO	QUANTITY	DESCRIPTION OF ITEMS
DPE	1	CAD/Reproduction Time – Plans & Permits
FINAL TESTING	1	Inspections & Final Testing with AHJ
WSA – THANK YOU	1	THANK YOU FOR YOUR BUSINESS

STATEMENT OF WORK

SCOPE OF WORK – PLANS, PERMITTING & FINAL AHJ TESTING

As needed in addition to the quotation (Q20316 – Intracoastal Tower), WSA Systems-Boca, Inc. will provide all required CAD drawings, fire alarm design plans, and permitting services in accordance with all applicable codes, standards, and the requirements of the Authority Having Jurisdiction (AHJ).

WSA Systems-Boca's responsibilities include:

- Preparation and submittal of detailed CAD fire alarm design drawings and supporting documentation for the defined scope of work.*
- Completion and processing of all permit applications with the appropriate building and fire departments.*
- Coordination of plan review comments, revisions, and approvals with the AHJ to obtain the necessary permits prior to installation.*
- Upon completion of system installation and programming, WSA Systems-Boca will perform all required final testing, inspection, and demonstrations in conjunction with the AHJ to ensure full compliance and final acceptance.*

All work will be performed in accordance with NFPA 72, NFPA 70 (NEC), local ordinances, and governing building and fire code requirements.

NOT INCLUDED IN THIS PROPOSAL:

- 1- PERMIT, EXPEDITING, INSPECTION FEES AND ANY ASSOCIATED COSTS.
- 2- ANY ADDITIONAL REQUIREMENTS BY THE AUTHORITIES HAVING JURISDICTION.
- 3- ANY CHANGES/REVISIONS OR DELETIONS TO PERMIT DRAWINGS WILL BE AT AN ADDITIONAL COST.
 - 4- ANY ADDITIONAL INSURANCE REQUIREMENTS OCIP-CCIP OR ENDORSEMENTS (ie:CG2010-11/85) OR DAVIS BACON ACT OR PAYROLL RELATED OR ANY MUNICIPALITY REQUIREMENT WHEN PROOF ISSUED AT TIME OF BID.
 - 5-TAX NOT INCLUDED IN PROPOSAL OR FINAL SELL PRICE



Thank you for the opportunity to present this proposal for your consideration.

WSA proposes to furnish the above, subject to our standard Terms & Conditions of Sale, for the sum of:

\$ 2,644.27

Payment terms are Net (30) days from Invoice with 50% deposit due upon acceptance. Any alteration or deviation from the above involving additional costs will be performed only following acceptance by WSA of purchasers' written order and will become additional cost to purchaser at WSA then current charges. This proposal may be withdrawn by WSA if not accepted within (30) days from the date shown above. Proposal pricing is firm for a maximum of (30) days.

We acknowledge that the global trade environment, including tariff changes and trade restrictions, may impact the cost of goods and services provided. As a result, we want to make you aware that any tariffs, duties, or trade policy changes implemented by relevant authorities after the effective date of this proposal may influence the final pricing or delivery schedules of the products or services listed herein. As such, Sciens reserves all rights to additional compensation based upon unforeseen costs incurred related to materials, labor, or mobilization caused by tariffs. While we provide this notice as a precaution, we assure you that we are doing everything in our power to avoid delays or increased prices.

Acceptance of Proposal - The Price, Clarifications, Exclusions and Terms & Conditions contained herein are hereby accepted. WSA is authorized to do the work as specified above.

Accepted by (please print): Cynthia G. Whittle

Accepted by WSA (please print): A. Marrocelli

Signature: Cynthia G. Whittle

Signature: _____

Title: Property Mgr.

Title: General Manager

Date: 10/12/25 P.O. #: _____

Date: _____



Terms and Conditions

This Proposal constitutes an offer by the division of Sciens Building Solutions identified in this Proposal (the "Company") to provide the Products and/or Services to the customer identified in this Proposal (the "Customer"), and together with Company, the "Parties", and each individually a "Party", as further defined in this Proposal, upon the terms and conditions stated herein. This Proposal is not binding on the Company until Customer accepts it. Customer will be deemed to have accepted this Proposal when it indicates its written acceptance on the face hereof or other written confirmation. The Company may withdraw this Purchase Order at any time prior to acceptance by Customer. This Proposal, together with the documents attached hereto, incorporated herein by reference, or referencing this Proposal, shall constitute the final and complete agreement of the parties and may not be modified or rescinded unless agreed to in writing by the Company's authorized representative. The Company rejects any additional or inconsistent terms or conditions offered by Customer at any time, whether or not such terms or conditions materially alter this Proposal. No course of prior dealing or usage of the trade will be used to modify, supplement, or explain any term herein. These terms and conditions together with the specifications, drawings, or other documents referred to on the face of this Proposal, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, with respect to the subject matter of this Proposal. All contract documents related to this Proposal are to be interpreted together as one agreement. However, if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: (a) any Proposal; then (b) these terms and conditions; and finally (c) other contract documents agreed to in writing by the parties.

1. **Scope of Work.** The Company shall perform the work as specified in the proposal attached as Exhibit A (the "Work").
2. **Term of the Contract.**
 - a) **Term.** This Proposal shall be effective from the last date signed on the face of the proposal attached at Exhibit A until the Work is completed by the Company and accepted by the Customer.
 - b) **Termination without Cause.** Either Party may terminate this Proposal at any time, without cause, by providing the other Party with thirty (30) days prior written notice.
 - c) **Termination for Cause.** Each Party may terminate this Proposal or the specific Work under this Proposal with cause by giving the other Party prior written notice and the opportunity to cure. After a Party issues a notice of termination for cause, the other Party has forty-eight (48) hours to respond to the notice and initiate the steps necessary to address the breach or default. If such breach or default is not substantially cured within a reasonable time after the notice date, this Proposal shall be terminated immediately.
 - d) **Termination for Bankruptcy.** Either Party may terminate this Proposal or the specific Work under this Proposal immediately by giving written notice to the other Party in the event of (a) the liquidation or insolvency of the other Party, (b) an assignment by the other Party for the benefit of its creditors, or (c) commencement of any proceeding by or against the other Party in bankruptcy or seeking composition, extension, or readjustment of all or substantially all of such other Party's obligations, or reorganization, dissolution, liquidation, winding-up arrangement, or any other relief under any bankruptcy, insolvency, reorganization, or other similar applicable law of any jurisdiction.
 - e) **Termination Effect.** Except when this Proposal is terminated due to the Company's breach, Customer shall promptly pay for the Work performed by the Company up to the date of termination.
3. **Change Order.** Any changes made to the Work must be through a written change order signed by both Parties. The Company shall submit the claim for the addition to, or deduction from, the Fee or time to complete the Work to the Customer, with all documentation necessary to substantiate such claim. If the Customer and the Company cannot agree on the amount of the addition or deletion, the Company shall only perform the unchanged Work and the Customer shall pay for the unchanged Work performed. The Company reserves the right to not perform the changed Work until both Parties have reached an agreement on the amount of the addition or deletion in the Fee or time.
4. **Delay.** If the Company fails to maintain the schedule for any of the Work, it shall, at its own costs, accelerate its work schedule until the Work is in accordance with the schedule. Should the Company be delayed in the performance of Work by the act, neglect, or default of the Customer or any other third party, or by other causes for which the Company is not responsible, then the Company shall be entitled to extra compensation and/or extension of time by submitting written claims to the Customer as soon as reasonably possible upon such delay. If, through no act or fault of the Company, suspensions, delays or interruptions of the Work aggregate more than 100 percent of the number of days scheduled for completion, or 60 days in any 365-day period, whichever is less, the Company reserves the right to terminate such Work with written notice if both Parties fail to reach an agreement on updated schedule and/or additional compensation within a reasonable timeframe.
5. **Subcontract.** The Company shall only employ subcontractors who are duly licensed and qualified to perform the work consistent with the terms specified in Exhibit A. The Company agrees that each subcontractor shall be fully bound in the same manner as the Company is bound to this Proposal, to the extent applicable to subcontractor's scope of work. The Company assumes responsibility to the Customer for the proper performance of the work of subcontractors and any acts and omissions in connection with performance. Nothing in this Proposal is intended or deemed to create any legal or contractual relationship between Customer and subcontractor, including but not limited to any third-party beneficiary rights.
6. **Insurance.** The Company will be responsible for obtaining adequate insurance coverage. Certificates of Insurance will be provided to the Customer upon request.
7. **Fee and Payment.**
 - a) **Fee.** The Customer agrees to pay the fee set forth in Exhibit "A" (the "Fee") in accordance with the payment method set forth in Section 7(b) of this Proposal.
 - b) **Invoice and Payment.** Unless otherwise agreed in writing by both parties, the Company shall submit a monthly invoice for Work performed during the prior month. Payment shall be due within thirty (30) days of the date of invoice. Any payments past due more than ten (10) days shall be subject to interest of one and one-half percent (1.5%) per month or the highest rate allowed by law, starting from the due date to the date of payment. Customer shall also be responsible for any attorney fees and/or collections fees incurred by the Company in collecting any past due amounts and interest.
 - c) **Payment Dispute.** If the Customer wishes to dispute any portion of an invoice, the Customer shall notify the Company in writing within five (5) days of the date of the invoice. The Customer shall identify the specific cause of the dispute and shall pay when due that portion of the invoice not in dispute. The Company and Customer shall work together in good faith to resolve any disputes as soon as reasonably possible. If necessary, the Company shall issue a revised invoice, and the Customer shall pay to the Company in accordance with such revised invoice. The Company reserves the right to stop the performance on any or all of the Work until the dispute is resolved. Failure to notify the Company for any payment dispute within the required timeframe will be deemed as the Customer's agreement and acceptance to the amount and terms set forth in the invoice.
8. **Warranty.**
 - a) **Warranties by Both Parties.** Each Party represents and warrants to the other that: (a) this Proposal has been duly executed and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution or performance of this Proposal; and (c) the execution, delivery, and performance of this Proposal does not violate applicable laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.
 - b) **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY IN THIS SECTION, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WORK, GOODS AND ALL MATERIALS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.
 - c) **Limited Warranty by the Company.** The Company guarantees the goods, material, supplies and/or equipment used in connection with the Work for a period of one (1) year upon completion. The Company shall repair and/or replace any defect found in its work, materials, supplies and/or equipment during such period.



- d) **Warranty Coverage Exceptions.** The Limited Warranty does not cover any problem that is caused by (a) accident, abuse, neglect, shock, electrostatic discharge, degaussing, heat or humidity beyond product specifications, improper installation, operation, maintenance, or modification; or (b) any misuse contrary to the instructions in the user manual, safety guidelines, and quick start guides; or (c) lost passwords; or (d) malfunctions caused by other equipment.
9. **Limitation of Liability.** IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, LIQUIDATED, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS PROPOSAL, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE COMPANY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE COMPANY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL THE COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS PROPOSAL EXCEED THE AMOUNTS PAID BY CUSTOMER TO THE COMPANY UNDER THIS PROPOSAL FOR THE WORK.
10. **Indemnification.** Each Party agrees to indemnify, defend, and hold harmless the other Party and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, suits, actions, demands, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (a) any negligent, reckless or intentionally wrongful act of the indemnifying Party and/or its employees, contractors or agents, (b) any breach by the indemnifying Party and/or its employees, contractors or agents of any of the covenants contained in this Proposal to the extent caused by or arising out of the misconduct and active negligence of the indemnifying party.
11. **Confidential Information.**
- a) **Confidential Information.** Confidential Information shall mean any information disclosed by either Party (the "Discloser") to the other Party (the "Recipient"), whether orally or in writing, that is designated as confidential or is otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Proposal or by the nature of the information itself. Confidential Information includes this Proposal and its terms, related discussions, and negotiations, any and all products or services used in completing the Work, business and marketing plans, forecasts, finance matters, technology and technical information, product plans and designs, and business processes disclosed by either Party.
- b) **Non-Use and Non-Disclosure.** Unless otherwise approved by the Discloser in writing, the Recipient shall not use the Confidential Information for any purposes outside the scope of this Proposal and shall not disclose any Confidential Information to its employees or any third party other than those who have a need to know for purposes consistent with this Proposal and who have signed confidentiality agreements with the Recipient containing protections no less stringent than those herein. Recipient shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects that embody the Confidential Information provided by the Discloser to the Recipient except with the express written authorization from the Discloser. The Recipient acknowledges and agrees that any unauthorized disclosure or use by the Recipient, whether intentional or unintentional, of any of the Confidential Information shall be detrimental to the Discloser. The obligation of confidentiality will expire five (5) years from the date hereof or the date of termination for any agreement, whichever is later. Upon the expiration or termination of this Proposal, each Party shall, upon request or mutual agreement, destroy or deliver to the other all Confidential Information of the other Party that it has in its possession or control. If requested, Recipient agrees to sign a certification verifying that all Confidential Information received from the Discloser and its agents has been destroyed or returned.
- c) **Exceptions.** Confidential Information shall not include any information disclosed or made available to the Recipient which (a) prior to its disclosure by the Discloser, is already lawfully and rightfully known by or available to the Recipient, (b) through no breach of this Proposal by the Recipient is or hereafter becomes generally available to the public, (c) is developed by the Recipient independently without use of or reference to the Confidential Information, (d) is lawfully received by the Recipient from a third party without restriction and without breach of this Proposal or any other agreement, or (e) is approved for public release or use by written authorization of the Discloser.
- d) **Compelled Disclosures.** If the Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, the Recipient will provide the Discloser prompt written notice, if legally permissible, and will use its best efforts to assist the Discloser in seeking a protective order or other appropriate remedies.
- e) **Other Agreements.** The Parties may enter into separate non-disclosure agreements governing the protection of the Confidential Information. To the extent the terms in such separate non-disclosure agreements are more restrictive than the terms of this Proposal, the more restrictive terms will control for the disclosure.
12. **Independent Contractor.** The Parties shall be and act as independent contractors in the performance of this Proposal. This Proposal shall not be interpreted or construed as creating or evidencing any agency, association, joint venture, partnership, or franchise between the Parties. Neither Party may represent to anyone that it is an agent of the other Party or is otherwise authorized to bind or commit the other Party in any way without such other Party's prior written consent. At no time shall either Party makes commitments or incur any charges or expenses for or in the name of the other Party.
13. **Assignment.** Neither this Proposal nor any right, interest or obligation hereunder may be assigned by the Customer without prior written consent from the Company. Any purported assignment by the Customer without prior written consent shall be null and void. The Company reserves the right to assign this Proposal without the prior written consent of the Customer.
14. **Severability.** If, for any reason, any provision of this Proposal shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Proposal shall be enforced to the extent possible. In such case, this Proposal shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable so as to materially effectuate the Parties' intent.
15. **Notice.** Each notice or other communication to be given under this Proposal ("Notice") shall be in writing and be given by personal delivery, by facsimile or electronic mail with confirmed receipt, or by a reputable overnight courier with confirmed receipt to the addressee designated for the purpose by the addressee to the other Party. The initial facsimile number, addresses, and relevant person or office holder of each Party as follows:
- | | |
|----------------------------------|---|
| (a) In the case of the Customer: | (b) In the case of the Company: |
| Address: | Address: 2200 Park Central Blvd. North, Suite 100, Pompano Beach, FL, 33064 |
| Email: | Email: amarrocelli@sciensbuildingsolutions.com |
| Facsimile: | Facsimile: |
| Attention: | Attention: Contract Team |
16. **Waiver.** No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Proposal shall not be a waiver of such Party's right to demand strict compliance in the future, nor shall the same be construed as a novation of this Proposal.
17. **Force Majeure.** Neither Party shall be liable for any delays in performance or for failure to perform its obligations (except for payment obligations) hereunder due to circumstances beyond its control, including but not limited to, any breach or nonperformance of this Proposal by the other Party; war, invasion, or hostilities (whether war is declared or not); terrorist threats or acts, riots, civil unrest; acts of God; acts of government; pandemics or epidemics; national or regional emergency; telecommunication breakdowns, power outages or shortages; lack of warehouse or storage space; delays in transportation, embargoes or blockades in effect on or after the date of this Proposal; strikes, labor stoppages or slowdowns, and other delays in delivery or inability of suppliers to obtain and deliver adequate or suitable materials; and other events beyond the control of either Party (each a "Force Majeure Event"). In the event of the happening of such a case, the Party whose performances is so affected (the "Impacted Party") will give prompt, written notice to the other Party, stating the period of time the same is expected to continue, and the date(s) for performance of the obligation affected shall be postponed for as long as is necessary. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its



A DIVISION OF:

sciens
Building Solutions

obligations as soon as reasonably practicable after the removal of the cause. Provided, however, if such delay or failure to perform continues for a period exceeding six (6) months, either Party may terminate this Proposal immediately by written notice to the other Party.

18. **Disputes Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
19. **Governing Law.** This Proposal shall be interpreted and construed in accordance with the laws of the state where the work is located, without regard to conflict of law principles that would require application of the laws of another jurisdiction or to the United Nations Convention on Contracts for the International Sale of Goods.
20. **Counterparts.** This Proposal may be executed in two or more counterparts, each of which shall be binding as of the date hereof, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Proposal to produce or account for more than one such counterpart. Counterparts delivered by email in PDF, or a similar image format shall have the same effect as originals.
21. **Entire Agreement, Amendments.** This Proposal constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous undertakings, commitments, or agreements, oral or written, as to its subject matter. Shall there be any conflict between this Proposal and any other written agreement or terms and conditions, this Proposal shall prevail. The Company shall not be bound by terms additional to or different from these contained in this Proposal that may appear in the Customer's purchase order, work order, work authorization, or in any other communication from the Customer. Acceptance of such communication by the Company shall not constitute the Company's consent to or acceptance of any such terms. This Proposal may be modified or amended only by an instrument in writing signed by authorized representatives of the Parties on or after the date hereof.

Global Supply Chain Disruption Clause

If, during the performance of this contract the price of equipment and materials significantly increases, the price listed below shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in costs exceeding 3% incurred on the project from the date of the contract signing thru delivery of material to job site. Such price increases shall be documented through quotes, invoices, or receipts.