



OWNER-CONTRACTOR AGREEMENT

Imperial Towers ELSS Fire Sprinkler, Standpipe, and Fire-Pump Upgrade

1817 and 1825 South Ocean Drive | Hallandale Beach, Florida 33009

Proposed Owner	Imperial Towers Condominium, Inc., a Florida not-for-profit corporation
Proposed Contractor	FIRECORP LLC, a Florida limited liability company, doing business as Economy Fire Protection, Florida Fire Protection System Contractor I License No. FPC22-000001
Draft Contract Sum	\$1,160,899.00
Source Bid	Economy Fire Protection Proposal No. EFP-20260710-01, dated July 10, 2026
Draft Date	September 21, 2026

OWNER-CONTRACTOR AGREEMENT

ELSS Fire Sprinkler, Standpipe, and Fire-Pump Work

This Owner-Contractor Agreement (the “Agreement”) is entered into as of the date of the last signature below (the “Effective Date”) by and between the following parties:

Owner	IMPERIAL TOWERS CONDOMINIUM, INC., a Florida not-for-profit corporation, with an address at 1825 South Ocean Drive, Hallandale Beach, Florida 33009 (“Owner”).
Contractor	FIRECORP LLC, a Florida limited liability company, doing business as Economy Fire Protection, Florida Fire Protection System Contractor I License No. FPC22-000001, with an address at 1300 Stirling Road, Suite 9-B, Dania Beach, Florida 33004 (“Contractor”).
Project	Imperial Towers Condominium ELSS fire sprinkler, standpipe, and fire-pump upgrade at 1817 and 1825 South Ocean Drive, Hallandale Beach, Florida 33009 (“Project”).
Contract Sum	One Million One Hundred Sixty Thousand Eight Hundred Ninety-Nine Dollars (\$1,160,899.00), subject to written Change Orders.

RECITALS

A. Owner desires to complete an Engineered Life Safety System (“ELSS”) upgrade for the two residential towers located at the Project.

B. Contractor is engaged in the design, installation, testing, and inspection support of water-based fire-protection systems and has submitted Proposal No. EFP-20260710-01 for the Work.

C. The parties intend this Agreement and its Exhibits to state their complete commercial agreement for the Work, subject to final revisions and execution by authorized representatives.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Contractor agree as follows:

1. AGREEMENT AND CONTRACT DOCUMENTS

The Agreement

The Contract Documents consist of this Agreement, its Exhibits, the documents identified in Exhibit D, written Change Orders and Construction Change Directives signed or issued in accordance with this

Agreement, and any written amendments executed by both parties. The Contract Documents are complementary and shall be interpreted as a whole.

Order of Precedence

If the Contract Documents conflict, the following order of precedence applies: (a) later-signed Change Orders and amendments; (b) this Agreement; (c) Exhibit A, Scope, Assumptions, and Exclusions; (d) Proposal No. EFP-20260710-01, including its scope, assumptions, exclusions, and commercial qualifications; (e) Exhibit B, Schedule of Values; (f) Exhibit C, Preliminary Fire-Pump Basis and Coordination Holds; (g) accepted written clarifications; and (h) the Project bid documents and specifications. Notwithstanding the foregoing, no provision of the Contract Documents shall be interpreted to expand Contractor's scope beyond the expressly included Work or eliminate an express exclusion contained in Contractor's Proposal or Exhibit A unless such expansion or deletion is specifically identified and agreed to in writing by Contractor. A more stringent technical requirement does not expand Contractor's price or scope without a written Change Order.

Definitions

"Work" means the labor, materials, equipment, supervision, engineering, coordination, testing, and inspection support expressly included in the Contract Documents. "AHJ" means the authority having jurisdiction. "Change Order" means a written modification signed by Owner and Contractor adjusting the Work, Contract Sum, or Contract Time. "Contract Time" means the thirteen-month period stated in the Baseline Schedule provision, as adjusted under the Contract Documents. "Substantial Completion" means the stage when the installed Work is sufficiently complete for its intended life-safety use, subject to testing, AHJ acceptance, and minor punch-list items. "Final Completion" means completion of all valid punch-list items for the applicable tower or phase and delivery of the required closeout documents.

2. SCOPE OF WORK

General Scope

Contractor shall furnish and install the ELSS fire sprinkler, standpipe, parallel-main, two fire-pump systems, and specifically identified piping within the ground-floor parking areas beneath the buildings, as expressly included in Exhibit A and Contractor's Proposal, for both residential towers. The Work is subject to approved shop drawings, hydraulic calculations, field verification, applicable codes, and AHJ requirements. Contractor's obligations are limited to the expressly included Work. Nothing in this Agreement requires Contractor to perform work that is expressly excluded or outside the stated pricing and design basis without a written Change Order.

Unit Sprinkler Scope

The Contract Sum is based on two (2) sprinkler heads per residential unit: one above the unit entry door and one above the kitchen/service exit, subject to final approved design and applicable code. Contractor will remove ceiling tiles as reasonably necessary, cut required sprinkler openings, and carefully reinstall serviceable tiles where applicable. Replacement of damaged, brittle, unavailable, degraded, worn, or specialty tiles and repair of finishes are excluded unless added by Change Order. Sprinkler protection for corridor-accessible mechanical closets, storage areas, and common areas is limited to the separate scope expressly identified in Exhibit A. Additional sprinkler heads within residential units or additional areas required because of changed design criteria, conditions not shown in the bid documents, Owner/consultant direction, or AHJ requirements beyond the stated pricing basis constitute a Change in the Work, except to the extent required solely to correct Contractor's nonconforming Work.

Mechanical Closets and Common Areas

The Work includes sprinkler protection for dwelling-unit mechanical closets opening directly to a common corridor, storage corridor, or storage room where required by the approved design or AHJ, together with the common-area and rooftop/elevator-machine-room protection described in Exhibit A.

No Implied Scope

Items not expressly included are excluded. Contractor is not responsible for correcting, repairing, replacing, or bringing into compliance existing nonconforming, deteriorated, defective, or undocumented fire-protection systems or building conditions. Site or exterior fire-service work is excluded except for the specifically identified piping within the ground-floor parking areas beneath the buildings that is expressly shown as included in the Contract Documents. Work of other trades is excluded unless specifically included by written Change Order.

3. CONTRACT SUM AND PRICE BASIS

Lump-Sum Contract Price

Owner shall pay Contractor the lump-sum Contract Sum of \$1,160,899.00 for proper performance of the Work, subject to additions and deductions by written Change Order. The Schedule of Values is an administrative allocation for progress billing and does not convert the Agreement into a unit-price or cost-plus contract.

Price Validity and Escalation

The Contract Sum is based on the revised commercial understanding that assumed execution on September 11, 2026 and timely authorization to proceed with engineering and procurement. If the Agreement is executed more than fifteen (15) days after that date, or equipment release, procurement,

or field commencement is delayed more than thirty (30) days for reasons not caused by Contractor, Contractor may submit a written adjustment for documented supplier escalation, freight, tariffs, storage, demobilization/remobilization, extended supervision, or schedule impact. No adjustment is effective without a Change Order, except Contractor may suspend procurement or equipment release pending resolution of the adjustment.

Taxes, Fees, and Bonds

The Contract Sum includes taxes customarily imposed on Contractor's included labor and materials. Governmental permit, plan-review, inspection, special-request inspection, utility, impact, and similar governmental fees are excluded from the Contract Sum. Owner shall pay such fees directly where permitted. To the extent Contractor is required to advance or process such fees on Owner's behalf, Owner shall reimburse Contractor at actual cost. Payment and performance bonds are excluded; if requested, all premiums, underwriting requirements, collateral requirements, and administrative costs shall be added by Change Order.

4. PAYMENT

Progress Applications

Contractor may submit a payment application upon completion of each milestone in Exhibit B. Each application shall identify the applicable milestone and include reasonable supporting documentation showing completion, procurement, fabrication, approved storage, delivery, installation, testing, or closeout as applicable. Dollar amounts in Exhibit B control over rounded percentages.

Review and Payment Deadline

Owner shall notify Contractor in writing within seven (7) calendar days after receipt of a payment application of any specific deficiency or disputed amount. Owner shall pay all undisputed amounts within twenty (20) calendar days after receipt of a complete payment application. Owner shall not withhold undisputed amounts because of a dispute affecting another portion of the Work.

Retainage

No retainage shall be withheld from progress payments. Any later agreement to retainage must be stated in a written amendment signed by both parties and shall comply with applicable Florida law.

Stored Materials and Equipment

Payment may be requested for materials and equipment purchased, fabricated, manufactured, or suitably stored for the Project, including custom fire-pump equipment, whether stored at the Project

site, Contractor's facility, the manufacturer's or supplier's facility, or another commercially reasonable secure location. Physical delivery to the Project site is not a condition precedent to payment where Contractor provides reasonable evidence of purchase or fabrication, identification to the Project, insurance as applicable, and secure storage. Title to paid materials passes to Owner upon payment, but Contractor remains responsible for custody and installation while the materials are under Contractor's control, except for loss caused by Owner, residents, other contractors, casualty not covered by required insurance, or storage directed by Owner.

Lien Waivers and Final Payment

With each payment, Contractor shall furnish conditional progress waivers substantially consistent with Florida Statutes section 713.20 for the amount being paid and through the applicable date. Final waivers and Contractor's final affidavit, when required, shall be delivered in exchange for final payment. No party is required to waive lien rights in advance of furnishing labor, services, or materials. Final payment shall be due within fourteen (14) days after Final Completion of the applicable final phase, subject to applicable law.

Late Payment and Suspension

Late undisputed amounts accrue interest as provided by applicable Florida law, including section 715.12 where applicable. If an undisputed payment remains unpaid fifteen (15) days after Contractor gives written notice, Contractor may suspend the affected Work until payment and remobilization costs are received. Remobilization costs shall equal Contractor's documented direct costs of demobilization, remobilization, storage, equipment, supervision, schedule resequencing, and vendor or subcontractor charges, plus fifteen percent (15%) for combined overhead and profit. These costs are compensation for the actual suspension impact and are not a per diem penalty. The Contract Time and Contract Sum shall be equitably adjusted for the suspension.

5. SCHEDULE AND ACCESS

Conditions to Commencement

Contractor's obligation to commence field Work is conditioned on: execution of this Agreement; receipt of a written Notice to Proceed; access to required areas; timely Owner decisions; approved submittals and permits necessary for the applicable phase; confirmation of available utilities and staging; and payment of amounts then due. Contractor may begin engineering and procurement before field mobilization when authorized in writing.

Baseline Schedule

Subject to adjustments permitted by this Agreement, Contractor shall achieve Substantial Completion of the Work within thirteen (13) months after the latest of: (a) issuance by the building department and AHJ of the approved plan sets and permits required for both towers; (b) Owner's written Notice to Proceed; (c) Contractor's receipt of all amounts then due; and (d) Owner's delivery of the access, decisions, and information required for Contractor to commence the Work. This period is the Contract Time. Within fifteen (15) days after the Contract Time begins and Contractor receives material Owner scheduling information, Contractor shall provide a reasonable baseline schedule identifying design, procurement, Tower A, Tower B, testing, inspection, and closeout phases. The parties shall designate in writing which street address corresponds to Tower A and Tower B. The schedule shall be updated as reasonably required by actual progress and conditions.

Working Hours

Base pricing assumes normal working hours of Monday through Friday, 8:00 a.m. to 4:30 p.m., with a quiet period from 8:00 a.m. to 9:00 a.m. During the quiet period, Contractor shall limit activities in occupied areas to work that does not create unreasonable noise, but may perform staging, layout, coordination, and other reasonably quiet activities. Overtime, premium time, weekend, holiday, additional restricted-hour, accelerated, or re-sequenced Work requires written authorization and an equitable adjustment.

Owner Access Obligations

Owner shall coordinate and provide timely access to dwelling units, corridors, storage areas, mechanical rooms, pump rooms, loading areas, elevators, roofs, and secure staging locations. Owner is responsible for resident notices, keys or escorts, parking and loading coordination, and access to occupied spaces. A missed appointment, denied access, unavailable unit, resident refusal, unit rescheduling, incomplete Owner coordination, or access window materially shorter than agreed shall entitle Contractor to an equitable adjustment only to the extent the event affects an inspection under the permit, extends or threatens to extend the Contract Time, or causes Contractor to incur documented standby, lost-productivity, remobilization, additional-supervision, or return-trip costs.

Excusable Delay

Contractor is entitled to a reasonable extension and equitable adjustment for delay, disruption, acceleration, out-of-sequence work, or inefficiency caused by Owner, residents, other contractors, concealed conditions, AHJ or permit review, changes in law or code after pricing, labor or material shortages beyond Contractor's reasonable control, manufacturer delay, casualty, severe weather, emergency, epidemic, governmental action, or other causes beyond Contractor's reasonable control. Time is of the essence with respect to Contractor's obligation to achieve Substantial Completion within

the Contract Time, as properly extended under the Contract Documents. No liquidated damages apply unless stated in a signed addendum.

6. DESIGN, SUBMITTALS, AND PERMITTING

Contractor-Engineered Documents

Contractor shall provide fire sprinkler and standpipe shop drawings, hydraulic calculations, product data, signed and sealed engineering documents, permit submittals, and record as-built drawings for the expressly included Work. Contractor may retain properly licensed design professionals and specialty vendors. Contractor's design responsibility is limited to the included fire-protection Work and the design criteria, information, existing conditions, and performance requirements reasonably ascertainable from the Contract Documents and information furnished to Contractor as of the date of pricing. Design remains subject to AHJ review and approval.

Design Development

Final head count, routing, pipe sizing, sprinkler type, K-factor, pump details, pressure-regulating devices, and appurtenances are subject to field verification, hydraulic calculations, approved shop drawings, vendor data, and AHJ requirements. Changes reasonably necessary to satisfy the stated performance criteria within the expressly included scope are included. Redesign or additional Work resulting from inaccurate or incomplete Owner-furnished information, concealed conditions, existing-system deficiencies, changed criteria, changed bid documents, revisions by Owner or its consultants, or Owner/AHJ requirements that materially expand or alter the stated pricing and design basis constitute a Change in the Work and entitle Contractor to an equitable adjustment of the Contract Sum and Contract Time, except to the extent required solely to correct Contractor's nonconforming Work.

Owner and Consultant Review

Owner and its consultants shall review and return submittals within ten (10) business days unless another period is agreed. Review is for general conformance and does not transfer Contractor's responsibility for its means, methods, coordination, or included design. Delayed, multiple-cycle, or inconsistent review that affects procurement or performance entitles Contractor to schedule and cost relief.

7. FIRE-PUMP SYSTEMS AND COORDINATION HOLD

Included Pump Basis

The Work includes two complete diesel fire-pump systems, one per tower, based on approximately 1,000 GPM at 145 PSI per pump, including diesel driver, controller, jockey pump and controller, double-

wall fuel tank, valves, test header, accessories, start-up, and acceptance testing. The preliminary basis is a Patterson 6x5x14 SSC horizontal split-case, engine-driven pump at approximately 2,350 RPM, clockwise rotation, subject to final certified selection and approval.

No Release Pending Certified Data

The preliminary material submittal is not approval for equipment release. Contractor shall not release or fabricate final connected piping until the vendor provides and the responsible reviewers accept: (a) a certified pump curve showing churn, rated, and 150% points and horsepower; (b) a certified general arrangement showing nozzle sizes, dimensions, weights, orientation, and anchors; (c) diesel engine data and complete listed driver package; (d) coupling and guard data; and (e) unit-specific UL/FM documentation.

Nozzle-Size and Pressure Coordination

The preliminary schedule states a 4-inch suction and 5-inch discharge, while the 6x5x14 model designation conventionally indicates a 6-inch suction, 5-inch discharge, and nominal 14-inch impeller family. The certified vendor general arrangement and written confirmation shall control. The parties shall also confirm viewing direction, rotation, flange pressure classes, system pressures, and engine rating at site conditions before release. Any change from the stated fire-pump basis that affects equipment selection, horsepower, piping size or configuration, valves, supports, room layout, installation requirements, labor, materials, procurement, schedule, testing, or cost shall constitute a Change in the Work, unless required solely to correct Contractor's failure to comply with the agreed design criteria existing as of the date of Contractor's Proposal.

Owner-Furnished Dependencies

Owner shall ensure timely completion by others of electrical power, fire-alarm interconnection, required room ventilation and exterior exhaust interfaces, structural housekeeping pads or supports not expressly included, and fuel delivery. Contractor is not responsible for the design, adequacy, code compliance, installation, operation, testing, or timely completion of Work expressly assigned to Owner or others, except for Contractor's obligation to reasonably coordinate its included Work with such Work. Delays, deficiencies, or incompatibilities in those items are not Contractor-caused delay and entitle Contractor to appropriate schedule and cost relief when they affect the Work.

8. TESTING, INSPECTION, AND CLOSEOUT

Included Testing

Contractor shall perform or coordinate hydrostatic testing, flushing, forward-flow testing, testing of included alarm supervisory devices, fire-pump start-up and acceptance testing, and inspection support

for the included systems. Contractor shall provide applicable NFPA contractor certificates, approved as-built drawings, operation and maintenance information received from manufacturers, and turnover documentation identified in Exhibit B.

Prerequisites and Retesting

Testing and inspections are conditioned on completion and availability of required work by others, including permanent electrical power, alarm wiring/programming, water supply, fuel, ventilation/exhaust, access, and AHJ scheduling. Any retesting, reinspection, standby, additional mobilization, return trip, premium-time inspection, or additional testing caused by incomplete, defective, unavailable, or untimely Work of Owner or others; denied or missed access; Owner-requested sequencing; AHJ scheduling outside Contractor's reasonable control; or excluded systems shall constitute a Change in the Work, including associated labor, material, equipment, supervision, and schedule impacts.

Substantial and Final Completion

Contractor shall notify Owner when a tower or phase is substantially complete. Owner shall provide one consolidated written punch list within fifteen (15) days. Contractor shall complete valid punch-list items within fifteen (15) business days after receiving the consolidated list, provided Owner supplies continuous and timely access and the items do not require material, equipment, testing, or an inspection that is unavailable within that period. If a replacement part or material cannot reasonably be obtained within the fifteen-day period, Contractor shall complete the affected item within three (3) business days after receipt, subject to timely access and any required testing or AHJ inspection. If the volume or complexity of valid punch-list work reasonably requires more time, the parties shall agree in writing on a completion schedule. Minor incomplete or corrective items shall not delay Substantial Completion or payment for completed progress milestones; final payment remains governed by the Lien Waivers and Final Payment provision.

9. OWNER RESPONSIBILITIES

Existing Information and Conditions

Owner shall provide available record drawings, surveys, hazardous-material reports, existing-system information, design criteria, and legal access rights. Contractor may reasonably rely upon Owner-furnished information without independent verification except for discrepancies actually known to Contractor or reasonably apparent from ordinary field observation. Owner is responsible for the accuracy and completeness of Owner-furnished information. Contractor is not responsible for destructive investigation or verification of concealed conditions unless expressly included in the Contract Sum.

Notice of Commencement and Property Authority

Owner represents that it has authority to authorize the Work at both Project addresses and shall timely record and post any Notice of Commencement required by Florida law, furnish Contractor a certified copy, and provide the property legal description and lender information reasonably needed for statutory notices.

Utilities, Security, and Operations

Owner shall provide, without charge to Contractor, reasonable access to existing water, electricity, sanitary facilities, elevators, loading areas, and secure staging reasonably available at the Project. Owner remains responsible for building operations, resident conduct, security outside Contractor's work areas, fire watch, temporary life-safety measures, and coordination of building shutdown approvals unless expressly included.

Hazardous Materials

Contractor is not responsible for testing, identifying, removing, or remediating asbestos, lead, mold, contaminated water or soil, or other hazardous materials. Upon encountering suspected hazardous material, Contractor may stop affected Work and notify Owner. Owner shall retain qualified professionals and bear resulting cost and delay unless the condition was brought to the site by Contractor.

10. CHANGES AND UNFORESEEN CONDITIONS

Written Changes

No change to the Work, Contract Sum, or Contract Time is binding unless documented by a Change Order signed by authorized representatives, except an emergency directive necessary to protect life or property or a written Construction Change Directive issued by the Authorized Owner Representative under this Article. Oral direction does not authorize changed work. Before execution, Owner shall identify the following person as the Authorized Owner Representative for Changes: Name: DEBBIE KING; Title: PRESIDENT; Email: Office@ImperialTowers.org. Only that person, or a replacement designated by Owner through written notice to Contractor, may direct additional or changed Work affecting the Contract Sum or Contract Time. Directions from residents, unit owners, building staff, consultants, inspectors, other contractors, or other persons do not constitute authorization for changed Work unless confirmed in writing by the Authorized Owner Representative.

Change Proposal and Directed Work

Contractor shall submit a reasonably itemized proposal for changed work when practicable. If an authorized Owner representative directs work before price and time are agreed, Contractor may

proceed on a time-and-material basis using its then-current rates plus reasonable supervision, overhead, profit, equipment, freight, and subcontractor markups, while reserving the right to an equitable time adjustment. Contractor may defer affected work pending written authorization if safety is not impaired. Performance of changed Work does not waive Contractor's right to payment or time adjustment where written authorization was provided but final pricing had not yet been agreed.

Concealed or Unknown Conditions

Concealed utilities, post-tension cables, reinforcing steel, inaccessible piping, undocumented conditions, deteriorated or nonconforming existing systems, asbestos or other hazardous materials, structural limitations, water-supply deficiencies, and conditions materially different from visible conditions or the Contract Documents are not included. Contractor shall notify Owner, and resulting investigation, scanning, redesign, repair, replacement, or additional work shall constitute a Change in the Work. Where scanning or investigation is reasonably required before Contractor can safely core drill or penetrate existing construction, such scanning or investigation shall be provided and paid for by Owner unless separately added to Contractor's Work by Change Order.

Existing System Shutdowns and Repressurization

Contractor is not responsible for failure, leakage, damage, or malfunction of existing piping, valves, fittings, drains, equipment, or other existing systems arising from ordinary shutdown, draining, testing, repressurization, or tie-in operations, except to the extent directly caused by Contractor's negligent performance. Repair or replacement of deteriorated, defective, seized, leaking, or nonfunctional existing components discovered during such operations constitutes a Change in the Work.

Emergency Work

Contractor may act without prior written approval when reasonably necessary to prevent imminent injury or material property damage. Contractor shall notify Owner promptly and is entitled to reasonable compensation and time relief unless the emergency was caused by Contractor's breach or negligence.

11. QUALITY, SAFETY, AND PROTECTION

Standard of Performance

Contractor shall perform the Work in a good and workmanlike manner consistent with the approved shop drawings, applicable law, the adopted Florida Fire Prevention Code, and the applicable NFPA standards enforced by the AHJ. Contractor shall maintain required licenses during performance.

Means, Methods, and Safety

Contractor controls its construction means, methods, sequences, and safety precautions for its employees and subcontractors. Owner controls the premises, building operations, residents, and persons not under Contractor's control. Each party shall promptly report known hazards affecting the Work.

Protection and Repair

Contractor shall use reasonable care to protect adjacent property in its immediate work areas and shall repair direct physical damage to such property to the extent caused by Contractor's negligent performance. Contractor is not responsible for preexisting damage, ordinary wear, concealed defects, or damage resulting from the condition or failure of existing building systems. Contractor's finish obligation is limited to included fire caulking and repair of its piping penetrations. Decorative matching, painting, drywall, stucco, ceiling-tile replacement, waterproofing, flashing, and broader restoration are excluded unless expressly added.

12. INSURANCE, BONDS, AND INDEMNITY

Contractor Insurance

Before field mobilization, Contractor shall provide certificates evidencing workers' compensation as required by law; employers' liability of not less than \$500,000; commercial general liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and automobile liability of not less than \$1,000,000 combined single limit. Standard additional-insured and waiver-of-subrogation endorsements shall be provided if commercially available without material additional premium. Special insurance, project-specific policies, excess limits, or unusual endorsements are excluded and require a Change Order.

Bonds

No payment or performance bond is included. If Owner later requires a bond, Contractor's obligation is conditioned on surety approval and a Change Order for the premium, collateral, and administrative impacts.

Mutual Indemnity

To the fullest extent permitted by law, each party ("Indemnitor") shall indemnify and hold harmless the other party and its officers, directors, and employees from third-party claims for bodily injury or damage to tangible property, but only to the extent caused by the negligent acts or omissions, recklessness, or intentional misconduct of the Indemnitor or persons for whom it is legally responsible. Contractor is not required to indemnify Owner for Owner's gross negligence or willful, wanton, or intentional misconduct.

The monetary limitation on Contractor's indemnity is \$1,000,000 per occurrence, which the parties agree bears a reasonable commercial relationship to this Agreement and is part of the Project's commercial terms for purposes of Florida Statutes section 725.06. This paragraph does not limit available insurance proceeds.

13. WARRANTY AND CORRECTION OF WORK

One-Year Limited Warranty

Contractor warrants for one (1) year after all work is completed and Punch List items have been addressed for the applicable tower or phase that Contractor-furnished materials will be new unless otherwise approved and that the Work will be free from material defects caused by defective workmanship or Contractor-furnished materials. Owner shall provide prompt written notice and reasonable access. Contractor's obligation is limited to correction, repair, or replacement of covered Work. Correction of a warranty item does not restart or extend the original warranty period except to the extent required by a manufacturer's transferable warranty.

Warranty Exclusions

The warranty excludes ordinary wear, corrosion or water-quality conditions, freezing, abuse, vandalism, resident or third-party damage, modifications or maintenance by others, building movement, concealed existing defects, inadequate utilities or water supply not caused by Contractor, excluded work, and manufacturer defects beyond transferable manufacturer warranties. Routine inspection, testing, maintenance, monitoring, and annual ITM services after acceptance are not included unless stated in a separate written agreement.

14. SUSPENSION AND TERMINATION

Termination for Cause

If either party materially breaches this Agreement and fails to begin and diligently continue cure within seven (7) days after written notice, the nonbreaching party may terminate for cause. Immediate action may be taken for an imminent safety threat, loss of required license or insurance, insolvency, or abandonment. Owner may supplement Contractor's forces only after the stated notice and cure opportunity, except in an emergency.

Owner Termination for Convenience

Owner may terminate all or part of the Work for convenience upon seven (7) days' written notice. Owner shall pay Contractor for Work performed; properly ordered, fabricated, or stored materials and equipment; noncancelable commitments; vendor cancellation and restocking charges; storage;

demobilization; reasonable overhead and profit earned on performed Work and committed procurement; and a termination charge equal to five percent (5%) of the unperformed balance. Amounts due as a result of termination are payable within fourteen (14) days after Contractor submits reasonable supporting documentation.

Extended Suspension

If Work is suspended for more than thirty (30) cumulative days for reasons not caused by Contractor, Contractor may request adjustment for escalation, storage, demobilization/remobilization, extended supervision, and schedule impact. If suspension exceeds ninety (90) days, Contractor may terminate on seven (7) days' notice and recover as for termination for convenience.

15. CLAIMS AND DISPUTE RESOLUTION

Claim Notice and Executive Conference

A party asserting a claim shall provide reasonably prompt written notice describing the basis and relief requested. Authorized representatives shall meet within ten (10) business days to attempt resolution. Failure to give notice does not waive a claim unless the other party proves material prejudice, except statutory notice deadlines remain controlling.

Mediation

Before filing suit, the parties shall participate in nonbinding mediation in Broward County, Florida, with a mutually selected certified circuit-court mediator. Either party may seek emergency injunctive relief, preserve lien or bond rights, or file an action necessary to avoid expiration of a limitations period without first completing mediation.

Forum and Fees

Any dispute not resolved by mediation shall be brought exclusively in a state court of competent jurisdiction in Broward County, Florida. The prevailing party in litigation arising from this Agreement is entitled to recover reasonable attorneys' fees and costs at trial and on appeal, subject to applicable statutory rights and limitations.

Continued Performance

During a dispute, Contractor shall continue undisputed Work if Owner timely pays all undisputed amounts and continuing performance does not prejudice safety, lien rights, insurance, the disputed issue, or Contractor's rights under this Agreement. Contractor is not required to finance disputed, changed, or unpaid Work and may suspend affected Work as otherwise permitted by this Agreement.

16. ALLOCATION OF RISK

Mutual Waiver of Consequential Damages

To the fullest extent permitted by law, each party waives consequential, incidental, special, exemplary, and punitive damages arising from this Agreement, including loss of use, rent, revenue, financing, reputation, or business opportunity, except to the extent such damages are payable to a third party under a covered indemnity claim or result from willful misconduct.

Contractor Liability Cap

To the fullest extent permitted by law, Contractor's aggregate liability arising from the Work shall not exceed the Contract Sum. The cap does not apply to bodily injury, direct damage to tangible property, amounts actually covered and paid by required insurance, fraudulent or willful misconduct, or Contractor's payment obligations to its subcontractors and suppliers.

No Third-Party Beneficiaries

This Agreement benefits only Owner and Contractor. Unit owners, residents, tenants, lenders, consultants, insurers, vendors, and other contractors are not third-party beneficiaries, except as expressly stated in an indemnity provision.

17. NOTICES

Form of Notice

Contract notices shall be in writing and delivered by personal delivery, nationally recognized overnight courier, certified United States mail, or email with confirmation of receipt. Notice is effective on actual delivery, refused delivery, or confirmed electronic receipt. Routine project communications may occur by ordinary email but do not modify this Agreement.

Notice Addresses

OWNER	CONTRACTOR
Imperial Towers Condominium, Inc. Attn: Board President 1825 South Ocean Drive Hallandale Beach, FL 33009 Email: _____	FIRECORP LLC d/b/a Economy Fire Protection Attn: President / Project Manager 1300 Stirling Road, Suite 9-B Dania Beach, FL 33004 Email: gdeltedesco@ecofirepro.com and matt@ecofirepro.com

18. MISCELLANEOUS

Governing Law

Florida law governs this Agreement without regard to conflict-of-law principles. Nothing in this Agreement waives rights that cannot lawfully be waived, including applicable rights under Florida's Construction Lien Law and Construction Contract Prompt Payment Law.

Assignment and Subcontracting

Neither party may assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Owner may assign this Agreement to a lender financing the Project only if Owner first gives Contractor written notice and the lender agrees in writing to assume all of Owner's obligations under this Agreement. Owner remains responsible for those obligations, including payment, unless Contractor expressly releases Owner in writing. Contractor may assign its right to receive payments under this Agreement.

Before a subcontractor performs a material portion of the on-site Work, Contractor shall give Owner the subcontractor's name and a description of the work it will perform. Owner's approval shall not be unreasonably withheld, conditioned, or delayed. Approval will be deemed given if Owner does not object in writing, stating a reasonable basis, within five (5) business days after receiving that information. Approval is not required for material suppliers, equipment manufacturers or vendors, or design professionals. Contractor remains responsible for its subcontractors' performance, and Owner's approval does not create a contract between Owner and any subcontractor.

Independent Contractor

Contractor is an independent contractor and controls its employees and subcontractors. Nothing creates a partnership, joint venture, fiduciary relationship, or agency between Owner and Contractor.

Entire Agreement; Amendment

The Contract Documents are the entire agreement concerning the Work and supersede prior oral discussions and inconsistent writings. An amendment or waiver must be in writing and signed by an authorized representative of the party to be bound. Course of performance does not amend express terms.

Severability; No Waiver

If any provision is unenforceable, it shall be modified to the minimum extent necessary and the remainder enforced. Failure to enforce a provision once is not a continuing waiver.

Counterparts and Electronic Signatures

This Agreement may be signed in counterparts and by electronic signature, each of which is deemed an original and together constitute one instrument.

Authority

Each signatory represents that he or she has authority to bind the identified party. Owner represents that all condominium board approvals, membership approvals, lender consents, and statutory prerequisites necessary to authorize the Agreement and funding have been obtained or will be obtained before Notice to Proceed.

19. EXECUTION

IMPORTANT: Before execution, the parties must identify the exact bid-set/specification date and revision, designate which street address is Tower/Building A and B, resolve the fire-pump certified data/nozzle-size hold, and complete the Owner notice email. This proposed revision is not intended for signature until those blanks and coordination items are completed.

The parties intend to be legally bound only after final revisions are completed and authorized representatives execute the final Agreement.

OWNER	CONTRACTOR
IMPERIAL TOWERS CONDOMINIUM, INC. By: <u>Debbie King</u> Name: <u>Debbie King</u> Title: <u>President</u> Date: <u>9/25/20</u>	FIRECORP LLC d/b/a ECONOMY FIRE PROTECTION By: <u>S. Del Tesco</u> Name: <u>Giorgio Del Tedesco</u> Title: <u>President</u> Date: <u>September 28, 2026</u>

EXHIBIT A

Scope of Work, Assumptions, and Exclusions

Included Work

20. Contractor-engineered fire sprinkler and standpipe shop drawings, hydraulic calculations, product data, signed and sealed engineering documents, permit submittals, and record as-built drawings.
21. Parallel-main fire sprinkler configuration throughout both residential towers, including required piping, fittings, hangers, valves, gauges, drains, test connections, signage, pressure-regulating valves, waterflow switches, tamper switches, and related appurtenances.
22. Partial automatic sprinkler protection in required interior common areas, including corridors, elevator lobbies, stair areas, MEP rooms, storage and common spaces, ground-floor parking beneath the buildings, rooftop rooms, and elevator machine rooms.
23. Two sprinkler heads per residential unit, subject to final approved design and code: one above the unit entry door and one above the kitchen/service exit. Includes reasonable removal, cutting, and reinstallation of serviceable ceiling tiles where applicable.
24. Sprinkler protection for dwelling-unit mechanical closets that open directly to a common corridor, storage corridor, or storage room where required by approved design or AHJ.
25. Limited tie-ins and modifications to existing interior fire-protection piping only where specifically shown or reasonably necessary to connect Contractor's newly installed included Work. Repair, replacement, upgrade, or correction of existing standpipe risers, sprinkler risers, floor-control assemblies, drains, hose-valve connections, or other existing components due to age, deterioration, nonconformance, leakage, failure, or conditions not caused by Contractor are excluded and require a Change Order.
26. Two complete diesel fire-pump systems, one per tower, based on approximately 1,000 GPM at 145 PSI per pump, including diesel driver, controller, jockey pump and controller, double-wall fuel tank, valves, test header, accessories, start-up, and acceptance testing.
27. Core drilling, cutting, firestopping, and fire caulking for penetrations created by Contractor's included fire-protection Work.
28. Hydrostatic testing, flushing, forward-flow testing, included alarm-device testing, fire-pump testing, AHJ inspection support, applicable NFPA certificates, as-built drawings, and turnover documentation.

Specifically Excluded

29. X-ray scanning, GPR scanning, ultrasound detection, or any concrete scanning service to identify post-tension cables, reinforcing steel, electrical conduits, or concealed building systems. Where such scanning is reasonably required for safe performance, it shall be provided and paid for by Owner unless added by Change Order.
30. Diesel fuel, fuel delivery, initial tank filling, refueling, fuel treatment, fuel polishing, fuel testing, and maintaining diesel fuel levels. Fuel is by Owner.
31. Remote diesel fuel-filling stations, fill piping, vent piping, spill containment, monitoring equipment, signage, and associated roof, wall, or slab penetrations unless added by Change Order.
32. Electrical feeders, disconnects, conduit, wiring, breakers, grounding, emergency-power connections, fire-alarm wiring, programming, monitoring, and final alarm/electrical terminations.
33. Diesel engine exhaust piping outside the building, exterior supports or insulation, roof or wall penetrations, sleeves, curbs, flashing, weatherproofing, and exterior restoration unless specifically added.
34. New ceilings, soffits, drywall, stucco, painting, decorative finishes, anti-corrosive painting, replacement ceiling tiles, and finish patching beyond included fire caulking and repair of Contractor's piping penetrations.
35. Existing site fire-service mains, backflow preventers, PIVs, FDCs, utility taps, meters, hydrants, and existing-system repairs or corrections not directly caused by Contractor's included Work are excluded. Exterior/site piping is excluded except for piping located within the ground-floor parking areas beneath the buildings that is specifically shown as included in the Contract Documents.
36. Hazardous-material testing or abatement; fire watch; temporary fire protection; shutdown fees; premium-time, weekend, or holiday work; payment or performance bonds; special insurance; Textura or similar billing fees; and work arising from concealed or unforeseen conditions.
37. Work required solely because Owner, a resident, another contractor, a consultant, a utility, or the AHJ changes the accepted criteria or sequence after pricing, except to the extent the change corrects Contractor's nonconforming Work.

Basis and Assumptions

38. Pricing is based on the Imperial Towers ELSS bid documents for 1817 and 1825 South Ocean Drive and the express scope and exclusions in the Contract Documents.

39. Final quantity, routing, product selection, head type, K-factor, and equipment details are subject to field verification, approved shop drawings, hydraulic calculations, vendor data, and AHJ review.
40. Owner and building management will provide timely, coordinated access and secure staging and will make resident and operational arrangements necessary for efficient performance.
41. Work is based on normal weekday hours of Monday through Friday, 8:00 a.m. to 4:30 p.m., with quiet time from 8:00 a.m. to 9:00 a.m. Additional restricted hours, acceleration, resequencing, or repeated remobilization requires written authorization and adjustment.
42. The scope is limited to the ELSS sprinkler, standpipe, fire-pump Work, and specifically identified piping within the ground-floor parking areas beneath the buildings as stated in the Contract Documents. All other site or exterior fire-service piping Work is excluded unless added by written Change Order.
43. Governmental permit, plan-review, inspection, special-request inspection, utility, impact, and similar governmental fees are excluded from the Contract Sum and shall be paid directly by Owner or reimbursed to Contractor at actual cost if advanced or processed by Contractor.

EXHIBIT B

Revised Schedule of Values - Dollar Amounts Control

Contract Value: \$1,160,899.00. Payment applications may be submitted upon completion of the listed milestones with reasonable supporting documentation. Percentages are rounded for presentation; dollar amounts control.

MILESTONE	DESCRIPTION	%	AMOUNT
1	Engineering, Site Verification, Design Development and Permitting	5.0000%	\$58,045.00
2A	Tower A - Shop Drawings, Hydraulic Calculations, Sealed Engineering and Permit Approval	2.5000%	\$29,022.47
2B	Tower B - Shop Drawings, Hydraulic Calculations, Sealed Engineering and Permit Approval	2.5000%	\$29,022.47
3A	Building A - Material and Fire Pump Equipment Procurement, Fabrication and/or Approved Storage	7.5000%	\$87,067.42
3B	Building B - Material and Fire Pump Equipment Procurement, Fabrication and/or Approved Storage	7.5000%	\$87,067.42
4A	Building A - Fire Pump Installation, Rough-In and Equipment Set in Place	7.5000%	\$87,067.42
4B	Building B - Fire Pump Installation, Rough-In and Equipment Set in Place	7.5000%	\$87,067.42
5A	Tower A - Floor 1 Sprinkler Piping Rough-In	6.8000%	\$78,941.13
5B	Tower A - Floor 2 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
5C	Tower A - Floor 3 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
5D	Tower A - Floor 4 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
5E	Tower A - Floor 5 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
5F	Tower A - Floor 6 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
5G	Tower A - Floor 7 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
5H	Tower A - Floor 8 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
5I	Tower A - Floor 9 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
5J	Tower A - Floor 10 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
5K	Tower A - Penthouse/Roof Sprinkler Piping Rough-In	2.9000%	\$33,666.10
Tower A Installation Subtotal		25.0000%	\$290,224.75
6A	Tower B - Floor 1 Sprinkler Piping Rough-In	6.8000%	\$78,941.13
6B	Tower B - Floor 2 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
6C	Tower B - Floor 3 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
6D	Tower B - Floor 4 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
6E	Tower B - Floor 5 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
6F	Tower B - Floor 6 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
6G	Tower B - Floor 7 Sprinkler Piping Rough-In	1.7000%	\$19,735.28

MILESTONE	DESCRIPTION	%	AMOUNT
6H	Tower B - Floor 8 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
6I	Tower B - Floor 9 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
6J	Tower B - Floor 10 Sprinkler Piping Rough-In	1.7000%	\$19,735.28
6K	Tower B - Penthouse/Roof Sprinkler Piping Rough-In	2.9000%	\$33,666.10
Tower B Installation Subtotal		25.0000%	\$290,224.75
7A	Tower A - System Testing, Fire Pump Acceptance Testing and AHJ Inspections	2.5000%	\$29,022.47
7B	Tower B - System Testing, Fire Pump Acceptance Testing and AHJ Inspections	2.5000%	\$29,022.47
8A	Tower A - Final Acceptance, Closeout Documents, NFPA Certificates, As-Builts and Turnover	2.5000%	\$29,022.47
8B	Tower B - Final Acceptance, Closeout Documents, NFPA Certificates, As-Builts and Turnover	2.5000%	\$29,022.47
TOTAL CONTRACT VALUE		100.0000%	\$1,160,899.00

Administrative note: the source Schedule of Values uses "Tower" and "Building" labels. The parties shall identify the address assigned to A and B before the first payment application.

EXHIBIT C

Preliminary Fire-Pump Basis and Coordination Holds

Manufacturer / Model Basis	Patterson Pump Company 6x5x14 SSC horizontal split-case - engine driven
Duty Point	1,000 GPM at 145 PSI (335 ft TDH), subject to certified curve
Speed / Rotation	2,350 RPM / clockwise; viewing direction and final selection to be confirmed
Approval Basis	UL Listed / FM Approved; unit-specific selection documentation required
Submittal Status	EFP-MAT-FP-001, Rev 0 - preliminary, not for equipment release

Required Before Final Approval or Release

44. Certified pump performance curve confirming churn, rated, and 150% flow points at 2,350 RPM, horsepower curve, and impeller diameter.
45. Certified general arrangement confirming suction and discharge nozzle sizes, dimensions, weights, orientation, anchor locations, and service clearances.
46. Diesel engine manufacturer/model, site-condition horsepower rating, heat exchanger, batteries, and complete listed accessories.
47. Coupling and coupling-guard product data and installation requirements.
48. Pump serial-specific UL/FM documentation confirming the selected pressure, flow, and speed combination.
49. Written resolution of the apparent 4-inch suction/5-inch discharge schedule versus the conventional 6-inch suction/5-inch discharge interpretation of model 6x5x14.
50. Confirmation of flange pressure classes, rotation viewpoint, engine/coupling arrangement, room interfaces, and final electrical, fuel, ventilation, and exhaust responsibilities.

COORDINATION HOLD: Do not release fire-pump equipment or fabricate final connected piping until the required vendor documents and nozzle-size clarification are closed in writing.

EXHIBIT D

Project Documents and Reference Register

PRIORITY	DOCUMENT	DATE / REVISION	CONTRACT USE
1	Executed Change Orders and amendments	As issued	Control to the extent expressly stated
2	Owner-Contractor Agreement and Exhibits A-D	Final execution draft	Primary legal and commercial terms
3	Economy Fire Protection Proposal No. EFP-20260710-01	July 10, 2026	Scope, assumptions, exclusions, and original commercial basis; express scope exclusions remain effective unless specifically modified in writing by this Agreement or a later Change Order
4	Imperial Towers ELSS Revised Schedule of Values and Scope Clarification	August 21, 2026; assumed execution September 1, 2026	Milestone billing allocation and two-head-per-unit clarification
5	Patterson 6x5x14 Fire Pump Material Submittal, EFP-MAT-FP-001	August 27, 2026; Rev 0 Preliminary	Basis of design and coordination holds only; not approval for release
6	Imperial Towers ELSS bid set/specifications for 1817 and 1825 S. Ocean Drive	To be identified by exact date/revision before execution	Technical reference only, subject to the express scope, assumptions, exclusions, and Change Order provisions of the Contract Documents
7	Approved shop drawings, hydraulic calculations, permits, and accepted submittals	As approved	Final construction requirements within contracted scope

The documents listed above are incorporated only to the extent stated. The preliminary fire-pump submittal does not authorize equipment release. Unpriced owner or consultant notes, review stamps, and later-issued requirements do not modify the Agreement without a written Change Order. For avoidance of doubt, the customer name shown in Proposal No. EFP-20260710-01 is a customer/project label only; the Owner's legal name under this Agreement is IMPERIAL TOWERS CONDOMINIUM, INC.