



07-21-2025

Tuscany By The Sea Condominium Association, Inc.
c/o Board of Directors
19520 Gulf Blvd
Indian Shores, Florida 33785

**Subject: Proposal for STRUCTURAL INTEGRITY RESERVE STUDY
UPDATE (LEVEL III)- SRS
Tuscany By The Sea Condominium
19520 Gulf Blvd
Indian Shores, Florida 33785**

Dear Board of Directors:

Felten Professional Adjustment Team, LLC dba Felten Property Assessment Team (FPAT) is pleased to provide Tuscany By The Sea Condominium Association, Inc. (Client) with this proposal (Proposal) and the accompanying General Conditions, together which constitute the "Agreement" for a STRUCTURAL INTEGRITY RESERVE STUDY UPDATE (LEVEL III)- SRS. FPAT and Client shall hereinafter be collectively referred to as "the Parties." The following information outlines FPAT'S understanding of the project, the proposed scope of services, and compensation for FPAT'S services.

Please take a moment to watch this short video which contains important information regarding this proposal and our services:

[Reserve Study Proposal Video.mp4](#)

PROJECT

FPAT understands that Client is requesting a proposal for services needed to complete a Structural Integrity Reserve Study (SIRS) as outlined in Florida Statutes § 718.112. As recent changes to Florida law now require Client to maintain separate reserve accounts for non-structural reserve components (e.g., lobby renovations, elevator modernization, pool refinishing, HVAC, etc.) and structural reserve components for buildings that do not meet the SIRS criteria set forth in Florida Statutes § 718.112, the Project shall also include a second reserve study addressing these items ("Traditional Reserve Study"). Accordingly, FPAT will

prepare both a SIRS Report and a Traditional Reserve Study Report for Client as set forth herein.

Structural Integrity Reserve Study (SIRS)

Visual Inspection (Level 1 & 2 Only)

The visual inspection portion of the SIRS will be performed by a person certified as a Reserve Specialist or Professional Reserve Analyst by the Community Association Institute or the Association of Professional Reserve Analysts.

Client understands that the SIRS is limited to accessible and visible common building components including roof, structure (including load-bearing walls and other primary structural members and primary structural systems as those terms are defined in s. 627.706), fireproofing and fire protections systems, plumbing, electrical systems, waterproofing and exterior painting, windows and exterior doors, and any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000 and the failure to replace or maintain such item negatively affects the items listed in sub-paragraphs 718.112 (2)(g)a-g. "Accessible" structural, fire protection, electrical, and plumbing components include those visible from the ground level, interior spaces, roof level area, walkways, or balconies which have been made available for physical inspection.

***A Level 3 reserve study update will not include a new visual inspection. It will rely on the condition assessment from a visual inspection completed in the last 3 years. A Level 2 reserve study with a site visit will be required for properties inspected 3 or more fiscal years prior to the analysis date of the report.**

Scope of Work

FPAT proposes a scope of services as defined below:

1. Review structural construction documents, drawings, reports and/or inspections, if available. Document review does not include, and shall not be construed as, a detailed design review of the existing structure(s).

If a milestone inspection has been performed by a licensed engineer for the subject structure(s), FPAT may utilize the findings contained therein to determine the current condition of structural components.

2. A SIRS report will be prepared identifying the common area building reserve components being visually inspected, stating the estimated remaining useful life of the components, and stating the estimated replacement cost or deferred maintenance expense components. Building components with a remaining life of greater than 25 years may be excluded from the scope of the SIRS in FPAT'S sole discretion. The SIRS report will include a funding plan recommending annual reserve contributions designed to offset the variable annual SIRS expenses. The report will be in general conformance with the requirements of a SIRS inspection outlined in Florida Statutes § 718.112(2)(g). Additional forms or reports required by local governmental authorities are not included within the scope of work.
3. The condition findings in the SIRS report are not to be construed as being a detailed investigation or design review and no intrusive or destructive testing shall be performed. Client understands that not all aspects of the structure may be visible as they may be concealed by other building components and/or finishes.
4. FPAT will provide Client with an initial draft of the SIRS report along with two (2) revised SIRS reports, if necessary. Reports will be provided in electronic format only. Additional revised SIRS reports requested by Client will be billed at a minimum cost of \$250.00 per revision. FPAT will provide unlimited phone support to discuss the SIRS report and its results. If Client desires FPAT to attend an in-person non-membership meeting after the SIRS report has been completed, Client agrees to compensate FPAT at a rate of \$150.00 per hour plus travel time with a minimum fee of \$600.00. FPAT is not responsible for conditions that have changed after the date of the inspection. FPAT reserves the right to charge the client an additional fee for report revisions needed as a result of the aforementioned conditions.

Excluded Services

Client acknowledges and agrees that the following are not included within the Scope of Work defined herein:

1. Visual inspection and condition assessment of reserve components.
2. Inspection of structural components that are concealed with finishes, soil, or those that are not accessible.

3. Inspection of building systems concealed under slabs or within walls and ceilings without access panels, or those that are not accessible.
4. Subsurface testing to explore subsurface soil conditions around the building perimeter.

Traditional Reserve Study for Non-SIRS Reserve Components

1. FPAT will also provide Client with a Traditional Reserve Study (TRS) for Non-SIRS reserve components which includes structural reserve components for buildings that do not meet the SIRS criteria as set forth in Florida Statutes § 718.112 ("Traditional Reserve Study" or "TRS").
2. For the purposes of the TRS, the following components will be determined to be "major components":
 - a. Major components which have predictable useful life of over 1 year and, as of the date of the study, have a remaining life of less than 30 years and a value greater than \$3,500.
 - b. Those additional major components, if any, which are designated as major components by Client.
3. A TRS report will be prepared identifying the common area building reserve components previously inspected, stating the estimated remaining useful life of the components, and stating the estimated replacement cost or deferred maintenance expense of the components. Building components with a remaining life of 30 years and beyond will be considered long lived components and not included in the scope of the TRS. The TRS report will include a funding plan recommending annual reserve contributions designed to offset the variable annual expenses.
5. FPAT will provide Client with an initial draft of the TRS report along with two (2) revised TRS reports, if necessary. Reports will be provided in electronic format only. Additional revised TRS reports requested by Client will be billed at a minimum cost of \$250.00 per revision. FPAT will provide unlimited phone support to discuss the TRS report and its results. If Client desires FPAT to attend an in-person non-membership meeting after the TRS report has been completed, Client agrees to compensate FPAT at a rate of \$150.00 per hour plus travel time, with a minimum fee of \$600.00. FPAT is not responsible for conditions that have changed after the date of the inspection. FPAT reserves the right to charge the client an additional

fee for report revisions needed as a result of the aforementioned conditions.

Client Obligations

In addition to the obligations set forth elsewhere in this Proposal or the incorporated General Provisions, Clients shall to the best of their knowledge:

1. Provide FPAT with a copy of any and all structural inspections performed in the last 10 years.
2. Provide FPAT with a copy of work orders, quotations or invoices related to building maintenance and repairs when readily available and accessible within the last 10 years.
3. Disclose Client's knowledge or suspicion of all existing conditions that could negatively affect the structural integrity of the subject structure(s).
4. Provide FPAT with a copy of Client's current financial statement and budgets.
5. Coordinate and provide FPAT with access to the subject structure(s) as reasonably requested during the performance of this Agreement.

General Provisions

This Proposal is only a part of the Agreement between FPAT and Client and is not valid without the accompanying General Provisions. Client acknowledges and agrees that the General Provisions accompanying this Proposal are incorporated herein by reference as if fully stated here.

Compensation

FPAT proposes to complete above scope of work set forth above pursuant to the following payment amount and schedule:

1. Total service fee: **One Thousand Five Hundred Dollars and No Cents (\$1,500.00)** .
2. Retainer fee deposit of \$750.00 required with signed agreement.
3. Remaining payment of \$750.00 due upon the earlier of receipt of the initial version of the report.

Please email, fax, or mail a signed copy of this Proposal and General Provisions along with the retainer fee deposit to FPAT as authorization to proceed with adding the Project to FPAT'S inspection schedule.

We look forward to providing our reserve study services to you on this and future projects. If you have any questions, please contact our office at (866) 568-7853.

Sincerely,

Felten Property Assessment Team



Brad Felten, RS, PRA



Client Authorization

By signing below, Client agrees to the scope of services and compensation schedule set forth above.

Tuscany By The Sea Condominium Association, Inc.

Signature Date

Printed Name: _____ Title: _____

Contact Name (if different): _____

Contact Phone Number: _____

GENERAL PROVISIONS

Upon acceptance and execution by Client, the Proposal and these General Provisions ("Agreement") shall constitute a final and Agreement between Client and FPAT upon Client. To the extent these General Provisions are inconsistent with the express terms of the Proposal, the terms of the Proposal shall control.

1. **Expiration of Proposal**. The Proposal shall be valid for a period of ninety (90) days from the date thereon. If Client fails to return a fully signed copy of the Proposal and these General Provisions to FPAT, and Client allows FPAT to proceed with any of the work described in the Proposal, Client agrees that the Proposal and these General Provisions shall be deemed accepted by Client and shall be binding on the same as if the Proposal and General Provisions were fully executed.
2. **Conduct of the Work**. Client agrees that FPAT shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which FPAT may rely, or for testing or inspection work performed by others. Any reference to existing subsurface objects in the SIRS report or the TRS report is provided for general reference based on existing information supplied to FPAT by the Client or others and their locations, if shown or described, are not to be considered exact. Although FPAT will attempt to complete all services in a timely manner, FPAT does not guarantee, expressed or implied, the time within which such work will be completed.
3. **Right of Entry**. Client agrees to provide rights of entry necessary for the completion of FPAT services under this Agreement at no cost to FPAT.
4. **Documents**. All documents and reports, along with any photos or charts contained therein, and any other item prepared or furnished by FPAT to Client (collectively hereinafter "FPAT'S Work Product"), are instruments of service and the property of FPAT. Subject to Client's compliance with these General Provisions, Client may make and retain copies of FPAT'S Work Product, but may only use the Work Product for the purposes described in the Proposal and the reports. Client specifically agrees to hold FPAT harmless for any liabilities, damages, losses, claims, and/or expenses incurred by Client arising from Client's unauthorized use of FPAT'S Work Product.
5. **Insurance**. FPAT shall maintain the following minimum insurance coverages: general commercial liability coverage with limits no less than \$2,000,000 per occurrence; professional liability coverage with limits no less than \$1,000,000 per claim; and workers' compensation insurance coverage as required by law, written by an insurance company authorized and qualified to write workers' compensation insurance in Florida. FPAT shall perform no work under this Agreement during any time that its insurance coverage is not in effect.
6. **Indemnification**. Client agrees to indemnify, defend, and hold FPAT its officers, directors, members, partners, representatives, agents and employees harmless from all actions, suits, debts, dues, sums of money, attorney's fees, expenses, property damage, personal injury, third-party liability, controversies, damages, penalties, punitive damages, fines, losses, interest, costs, judgments, claims, settlements, and demands, in law or in equity, on or by reason of any matter, cause or thing which relate to or arise from, in whole or in part, the work described in the Proposal, these General Conditions, or the Project except for any act

caused by the negligence, gross negligence or willful conduct of FPAT, its agents, contractors or employees. This is a continuing obligation that shall survive the termination, expiration and performance of the other provisions of this Agreement.

7. **Limitation of Liability.** To the extent FPAT is found liable to Client or anyone claiming by, through or under Client, for any reason, Client specifically agrees that FPAT'S liability shall be limited to the amount of any professional or commercial general liability insurance required under the Agreement.
8. **Hazardous Substances/Mold Indemnification.** Client warrants that it has complied and will continue to comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold FPAT harmless from loss, damage, expenditure or liability arising out of or in any way relating to presence, discharge, exposure or release of hazardous or toxic substances of any kind.
9. **Payments.** Payment for all services and fees is due in full upon Client's receipt of FPAT'S invoice. Interest will accrue at the rate of eighteen percent (18%) per annum, or the highest rate allowable by law, whichever is higher on all invoices outstanding in excess of 90 days.
10. **Safety Responsibility.** FPAT shall not be responsible for any safety precautions of Client or any of Client's contractors or representatives. FPAT shall only be responsible for the safety of its own employees.
11. **Termination.** If FPAT has not commenced the work described in the Agreement, Client may terminate this Agreement by delivering written notice to FPAT, whereupon any deposits paid to FPAT will be refunded. In the event Client terminates this Agreement after FPAT has commenced the work, Client agrees that any deposit paid to FPAT shall be nonrefundable and Client shall compensate FPAT for the value of its work performed above the deposit, if any. When FPAT has provided Client with a draft of final written report, Client shall pay the remaining fee set forth in the Agreement. FPAT may terminate this Agreement upon thirty (30) days written notice to Client.
12. **Warranty of Authority to Sign.** The individual signing this Agreement warrants that he/she has authority to sign as, or on behalf of Client for whom or for whose benefit FPAT's services are rendered. If such individual does not have such authority, he/she understands and agrees that he/she is personally responsible for the obligations of Client and amounts due in the Agreement.
13. **No Oral Modification.** This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by FPAT and Client. Only an officer of FPAT has authority to waive any matter or to amend the Agreement between FPAT and Client.
14. **No Waiver.** The failure of FPAT to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for acts of a similar nature.
15. **Third Party Beneficiary.** Client and FPAT agree that the services performed by FPAT pursuant to this Agreement are solely for the benefit of the Client and are not intended by either the Client or FPAT to benefit any other person or entity. To the extent that any other person or entity, including but not limited to a contractor of Client or a individual unit owner and/or such contractors' subcontractors, is benefited by the services performed by FPAT pursuant to this Agreement, such benefits is purely incidental and such person or entity shall not be deemed a third party beneficiary to this Agreement.

16. **Dispute Resolution.** Any controversy or claim arising out of relating to the Proposal or these General Terms and Conditions, the breach thereof, or their enforcement or interpretation shall first be submitted for non-binding mediation by a mediator certified in the Sixth Judicial Circuit in and for Pinellas County, Florida. The cost of the mediator's fee will be split equally by FPAT and Client who shall attend mediation within 15 days from the date of written demand by either party.
17. **Attorneys' Fees & Jurisdiction.** In any action brought to enforce the Proposal or these General Terms and Conditions, including appeals, the prevailing party shall be entitled to an award of attorneys' fees and costs incurred in that action against the losing party. Any action brought to enforce this Agreement shall be brought exclusively in the Sixth Judicial Circuit in and for Pinellas County, Florida.
18. **Successors and Assigns.** The covenants contained herein shall bind, and the benefits thereof inure to the respective heirs, successors and assigns of the Parties hereto.
19. **Entirety of Agreement.** The Proposal and these General Provisions (together which constitute the Agreement) constitute the full and complete agreement between FPAT and Client and all prior and contemporaneous negotiations, discussions or understandings are considered fully integrated and merged herein.
20. **Severability.** If any term or provision of the Proposal or these General Provisions or the application thereof shall be held or made invalid by a court decision, statute, or rule, or shall otherwise be rendered unenforceable, the remainder of each document shall not be affected thereby, and the rights and obligations of the parties shall be construed and enforced as if the Proposal or the General Provisions did not contain the particular part, term or provisions found to be invalid.
21. **Force Majeure.** In the event that the performance of this Agreement is prevented, restricted or interfered with by reason of acts of God, Wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, lockout, slowdown, picketing or boycotts, pandemics, epidemics or any other circumstances, beyond the reasonable control and not involving any fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the continuance of such prevention, restrictions, or interference and the same shall not constitute a breach of this Agreement.
22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

By signing below, Client agrees to these General Provisions

Tuscany By The Sea Condominium Association, Inc.

Signature

Date

Printed Name: _____

Title: _____