Congratulations, the Board Attorneys claimed that a **-Contract to Pave the Streets of Sierra Del Mar has been signed.**

Neither the **current RFP** nor the **Five Star proposal/contract (#1 & #2)**, as they now stand, provide the information or protections necessary for the Board to make a fully informed, risk-controlled selection among vendors.

Each document has solid intent and a basic description of work, but the missing elements (engineering specifications, unit pricing, testing/quality control, bonding, insurance, and legal protections) leave the Association exposed to cost escalation, uneven workmanship, and possible non-compliance with Palm Beach County requirements.

1️⃣ Does the RFP as written ensure comparable, all-inclusive vendor bids?

Short answer: No — it is clear and well structured but *not technically enforceable* without engineering specifications and testing criteria.

Key Gaps

Area	Missing / Weak	Remedy
Engineering Baseline	No pavement condition data, base thickness, or drainage analysis	Commission a civil engineer's report with drawings, milling depth, and mix design; attach as Exhibit A
Unit Pricing	Lump-sum only	Require itemized schedule of values (milling $/SY, asphalt $/ton, striping $/LF, mobilization $, permits $, etc.)
Quality Control	No compaction, core, or density testing standards	Engineer to specify ASTM/FDOT acceptance criteria and QC plan
Warranty & Performance	Silent or 1 year only	Minimum 2 years materials + workmanship; require performance bond
Price Protection	No escalation cap language	Fix asphalt-price baseline date; allow ± cents/SY variation capped ≤ 5 %

\WhatsApp Shortfalls

Area	Missing / Weak	Remedy
Schedule & Phasing	No start/finish timeline or sequencing plan	Require schedule with milestones and traffic-control plan
County Compliance	No permit or MUTCD reference	Require vendor to obtain/comply with Palm Beach County ROW, stormwater, and signage standards

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2️ Comparison of #1 vs #2 (Five Star documents)

Topic	#1 (Pool Lot Only)	#2 (Full Roadways + Pool)	Comments
Scope	319 SY pool lot	14,058 SY roads + pool	#2 expands scope but omits some #1 details (car stops)
Line Striping	Pool lot only	Roads + NO PARKING lanes + stop bars	Acceptable if layout approved by HOA
Depth / Mix	“Up to 1 inch” SP 9.5	“Average 1 inch” S-III mix	Should match engineer’s design; 1.5–2" typical for local roads
Warranty	1 year	1 year	Extend to ≥ 2 years
Escalation Clause	None	Open-ended price-per-SY float tied to asphalt cost	Negotiate fixed or capped
Terms / Payment	“To be negotiated”	“To be negotiated”	Must define milestone billing, retainage, lien releases
Insurance / Bonding	Not referenced	Not referenced	Require certificates + 2 M GL, 1 M Auto, WC, Perf & Payment Bond
Schedule	None	None	Require completion timeline and liquidated-damages clause
Permits	“Not included”	“Not included”	Assign explicit responsibility to vendor

\WhatsApp Shortfalls

Topic	#1 (Pool Lot Only)	#2 (Full Roadways + Pool)	Comments
Signatures / Legal Terms	Signature lines only	Signature lines only	Add parties' legal names, governing law, indemnity, termination, dispute-resolution

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3️⃣ Palm Beach County / Unincorporated Boca Raton Requirements

Likely required or expected:

- **Right-of-Way / Construction Activity Permit** for private-road resurfacing connecting to public access points.
- **MUTCD-compliant Traffic-Control Plan** (cones, signage, detours).
- **Stormwater & Drainage Review** if grades change.
- **FDOT or County Asphalt Standards** — minimum 1.5 in. compacted surface course for vehicular roads.
- **Proof of Licensed Contractor & Insurance** on file with the County.

The current proposal/contract references none of these.

4️⃣ Legal Validity of #2 Contract

Technically *a valid offer*, but **not a legally robust or enforceable contract** for HOA protection.

Missing Clauses (should be added):

1. Named parties & authorized signatures.
2. Scope reference to Engineer's stamped drawings/specs.
3. Defined price & escalation cap.
4. Payment terms / retainage.
5. Insurance & indemnification.
6. Performance & payment bonds.

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7. Schedule & completion date.
8. Warranty period & remedy process.
9. Termination for cause/convenience.
10. Dispute resolution (Florida venue).

Without these, enforcement or claims would be difficult.

5️⃣ Risk Allocation

Party Benefiting	How	Impact
Five Star Paving	Open-ended pricing, limited warranty, many disclaimers	Low liability, high flexibility
Sierra Del Mar HOA	Pays lump sum w/ few protections	High exposure to cost overruns & early failures

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6️⃣ Corrective Strategy (Best-Practice Roadmap)

Phase A — Engineering Foundation

- Retain a **Florida-licensed Civil Engineer** for pavement condition survey, coring, drainage evaluation, and stamped bid documents (≈ $5 K– $15 K).
- Engineer defines milling depth, mix type, compaction, testing, striping, ADA, QC, and warranty.

Phase B — Engineered RFP

- Reissue RFP requiring:
    - Adherence to engineer's stamped drawings/specs.
    - Itemized pricing schedule.
    - Performance & payment bond.
    - Insurance certificates.
    - Defined schedule and warranty.

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- Acceptance testing & punch-list procedure.

Phase C — Evaluation

- Use weighted matrix (price 30 %, qualifications 25 %, warranty 20 %, schedule 15 %, references 10 %).
- Have engineer verify bid compliance.

Phase D — Contract Execution

- Use **standard AIA or EJCDC short-form construction agreement** referencing engineer's documents.
- Attach exhibits for scope, insurance, bond, schedule, payment, warranty, and dispute resolution.

✅ **Summary Table**

Question	Finding	Risk Level	Recommended Fix
Does RFP allow apples-to-apples bids?	Not yet	🔺 Medium-High	Add engineer's specs, unit pricing, QC
Does #1 meet best practice?	No	🔺	Add engineering, insurance, terms
Does #2 meet best practice?	No	🔴 High	Add fixed price, bonds, warranty, legal clauses
Is #2 legally valid?	Barely (weak)	🔺	Redraft on HOA contract form
County compliance	Missing	🔴	Include permits, drainage, MUTCD
Who benefits?	Vendor	🔴	Shift terms to HOA-protective

Final Recommendation to the Board

Do not execute the Five Star contract in its current form.

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Authorize a Civil Engineering assessment immediately to produce stamped drawings and bid specifications (cost ≈ $5 K– $15 K).

Reissue an engineered RFP with precise scope, unit pricing, QC, and warranty terms.

Negotiate final contract using a standardized HOA/engineered form that includes insurance, bonding, schedule, and termination clauses.

This approach ensures transparency, competitive parity, and long-term durability for the Sierra Del Mar community's road assets.