# Would You Sign This Contract?

Updated Analysis — Sierra Del Mar's Paving Agreement (June 2025)

In June 2025, Sierra Del Mar's property management received updated paving proposals from Five Star Sealing & Paving, Inc., combining community roadways and the pool parking lot for a total of approximately $154,000. While this newer version adds scope and detail, it still lacks many of the essential protections and definitions expected in a legally sound community contract. Before this agreement becomes binding, every homeowner should ask: would you sign this contract as written?

## Key Concerns Homeowners Should Understand

- **Terms: To be negotiated.**

  Q: Would you sign a contract without defined payment terms or deadlines?

  A: No payment schedule, penalties, or completion milestones are stated. This means homeowners have no control over when or how much will be paid.

- **Price escalation clause.**

  Q: Would you agree to a contract that allows price increases after signing?

  A: The contract includes a petroleum-linked escalation clause allowing unlimited price adjustments with no cap or requirement for documented proof.

- **Speed bumps removed.**

  Q: Would you approve removing proven safety devices without community input?

  A: The proposal explicitly removes all speed bumps with no plan to reinstall them, despite resident concerns about child and pedestrian safety.

- **Permits not included.**

  Q: Would you sign without knowing if the work is permitted?

  A: The contractor again excludes the cost and responsibility for obtaining necessary permits — a legal risk for the HOA and homeowners.

- **Warranty limited to one year.**

  Q: Would you accept only one year of protection on a six-figure project?

  A: Industry-standard paving warranties are two to three years. One year is minimal and ends before typical defects appear.

- **No completion date or start schedule.**

  Q: Would you agree to open-ended work timing?

A: The absence of specific dates or deadlines leaves the project without accountability or recourse for delay.

- **Line striping excluded in cul-de-sacs.**

  Q: Would you pay for incomplete work?

  A: Cul-de-sacs will remain unstriped, requiring additional future contracts for completion.

- **Option items marked TBD.**

  Q: Would you agree to undefined work and undefined prices?

  A: Several items (Options 2–5) are 'to be determined,' giving the vendor power to set prices later without competition or review.

- **No proof of insurance or bond.**

  Q: Would you hire a contractor without proof of liability coverage?

  A: No certificate of insurance, bond, or license documentation is attached to the proposal.

- **No list of specific issues with roads that need to be addressed.**

  **Q:** Would you sign a contract to perform any work on your home or other wise that did not contain specific details about want you want a contractor to do. Something that you could hold them to, if they did no provide?
  **A:** One might believe the answer to that is, **NO**.

  Then why doesn't this contract contain a list of issues, like the muddy conditions in Sierra East (Sierra Blvd) caused by Trucks overrunning the asphalt and creating water and mud trenches, or the problems that at least 53 home experience when water fills their driveways after a rain (Called "Ponding") or other street issues?

- **No engineering review or inspection.**

  Q: Would you approve major paving with no technical oversight?

  A: There's no independent engineer verifying asphalt thickness, base condition, or drainage design.

- **Irrigation and landscaping disclaimers.**

  Q: Would you accept damage disclaimers that make homeowners responsible?

  A: The contract removes liability for irrigation or landscape damage, even when caused by the contractor's equipment.

- **Towing authority.**

  Q: Would you allow management to tow vehicles at will?

  A: The document gives management power to tow resident vehicles without outlining due process or liability protections.

- **Lack of Board authorization and Legal Review – Mishandling of this process required a Board Re Vote.**

  Q: Would you sign a contract without proof of an open, documented vote and without written acknowledgement from Attorneys?

A: There is no attached record of Board discussion or resident input, or legal approval, other than “the word”of a single Board member, violating transparency expectations under Florida Statute §720.303.

## What Changed Since the June 6 Proposal

• Scope expanded to include both community roadways and the pool parking lot.

• Still lists ‘Terms to be negotiated.’ No finalized payment terms provided.

• Added a petroleum volatility clause — all cost risk shifted to the HOA.

• Introduced optional work items (Options 1–5) with undefined pricing (‘TBD’).

• Explicitly confirms speed bumps to be removed and not replaced.

• Still no completion schedule, signatures, or permits defined.

• No insurance certificates or engineering reviews added.

• Added language suggesting grass and weed preparation be done by owners, transferring more responsibility.

## Why This Matters

Florida Statute §720.303(2) gives homeowners the right to attend and comment on any Board meeting where contracts are considered. All HOA contracts must be reviewed, competitively bid, and approved in the open. No Board or management company should sign or authorize large expenditures without full resident transparency.

## What Residents Should Request Before Any Approval

• A complete signed contract with all payment terms, start and completion dates, and warranties.

• Written proof of insurance, bond, and license for Five Star Sealing & Paving, Inc.

• Copy of permits or confirmation of permit submission to Palm Beach County.

• Independent engineering review confirming asphalt specifications and drainage compliance.

• Documented Board vote (Specifying the names and Votes for each Member), open discussion minutes, Board emails related to this project, decision making rationale used for vendor selection and evaluation, discussion of the Board’s two votes that were required for the Board to approving this contract and the final specific scope and costs of this project taking all variables into account.

Prepared for informational purposes by concerned residents of Sierra Del Mar.
Based on the June 6 and June 11, 2025 Five Star Sealing & Paving, Inc. proposals and correspondence. The actual contract documents can be viewed by residents and can be found on the GRS Community Management website

**Open Conversation on any aspect of this document is Welcome by the Community**