

# **BTCA Annual Contractor Registration**

**TO: ALL CONTRACTORS**  
**Working in the Broken Top Community**

**RE: Yearly Contractor Registration Procedure**

✚ Contractor Registration Procedures for all Contractors desiring authorized access to work within Broken Top Community:

1. Submit a complete contractor packet which includes:
  - Business Registration Form - include CCB# / LCB# if applicable
  - Vehicle Registration Form
  - Copy of your Certificate of Insurance
  - Payment by **Check Only** payable to **BTCA** or Broken Top Community Association (No payment will be accepted at the Gatehouse)
2. Pay Yearly Registration Fee - non-refundable ("Service Providers" are exempt)  
**Valid for 12 months from date issued**
  - a. \$75.00 for company fleets of 1 to 3 vehicles; OR
  - b. \$125.00 for company fleets of 4 to 10 vehicles; OR
  - c. \$250.00 for company fleets of 11 or more vehicles
3. Contact the BTCA Office with any questions you might have at **Phone: (541) 318-3430** or **Email: [contactus@brokentop.org](mailto:contactus@brokentop.org)** .
4. After we receive your contractor packet, **your passes must be picked up at our office** located at 855 SW Yates Drive, Suite 102, Bend, OR 97702. We are open Monday through Friday 8:00am to 5:00pm.

✚ Completed contractor registration packet and fee can be mailed or hand delivered to:

Broken Top Community Association  
Administration Office  
855 SW Yates Drive, Suite 102  
Bend, OR 97702

## **IMPORTANT REMINDERS:**

- ✚✚ **CONTRACTORS/VENDORS MUST USE MAIN ENTRY FOR ACCESS. VIOLATORS ATTEMPTING TO USE SIMPSON GATES ARE SUBJECT TO FINES AND/OR LOCK OUT FROM BROKEN TOP PREMISES.**
- ✚✚ **CONTRACTORS MUST OBEY ALL TRAFFIC LAWS AND PARK ALL VEHICLES LEGALLY ON BROKEN TOP PREMISES.**



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**CONTRACTOR / VENDOR: BUSINESS REGISTRATION FORM**

**Date:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone (office):** \_\_\_\_\_ **(mobile):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**CCB License #:** \_\_\_\_\_

**Insurance Carriers: General Liability / Vehicle Liability**

\_\_\_\_\_ / \_\_\_\_\_

**Completed packet includes:**

- **Business Registration Form** (*fill out business information on this page*)
- **Vehicle Registration Form** (*fill out vehicle information on back of page*)
- **Certificate of Insurance** (*copy*)
- **Registration Fee to be paid by CHECK** (Service Providers are exempt)
  - \$75.00 for company fleets of 1 to 3 vehicles
  - \$125.00 for company fleets of 4 to 10 vehicles
  - \$250.00 for company fleets of 11 or more vehicles

*I hereby acknowledge receipt of the BTCA Contractor Guidelines and Fee Schedule and agree to abide by all rules and terms within the documents.*

X \_\_\_\_\_  
**Contractor / Vendor Signature**

**Date:** \_\_\_\_\_

X \_\_\_\_\_  
**(Print name)**

**CONTRACTOR / VENDOR REGISTRATION GOOD FOR TWELVE (12)  
MONTHS FROM DATE OF ISSUE**





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## 2018 BTCA Contractor Guidelines

### **4.0 CONSTRUCTION GUIDELINES** (taken from Design Guidelines, version Mar. 2017)

**4.01 LOT CORNERS:** Contractors shall physically locate the property corner pins and physically identify the property boundaries prior to the commencement of construction.

**4.02 ALCOHOL, MARIJUANA AND OTHER CONTROLLED SUBSTANCES:** The possessing, furnishing or consumption of alcohol, marijuana or use of any unlawful controlled substance on any construction site or common area within Broken Top is prohibited.

**4.03 ATTIRE:** All persons working on site within Broken Top must wear shirts while on premises.

**4.04 BLASTING:** If any blasting is to occur anywhere in the Broken Top Community, the DRC shall be notified two weeks in advance and appropriate approvals shall be obtained in writing from the City of Bend and/or Deschutes County. Blasting may only be performed by licensed demolition personnel, with all requisite insurance coverage as mandated by County and State statutes specific to their blasting activity at Broken Top. The DRC shall have the authority to require written documentation of anticipated seismic effects, with confirmation that such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized.

**4.05 CONSTRUCTION INSURANCE REQUIREMENTS:** All Contractors shall indemnify and hold harmless the DRC, the DRC members, the agents of the DRC and the Broken Top Community Association, Inc., from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Contractor's work. The Broken Top Community Association, Inc., and members and/or agents of the DRC shall be added as Additional Insured's to the Contractors Commercial General Liability insurance policy. The policy shall include a "per project" aggregate. All policies must provide 30 days' notice of cancellation or material change.

Prior to commencing construction, the Contractor shall provide the BTCA with certificates of insurance providing evidence of Commercial General Liability, Automobile Liability, Employers Liability, and Workers' Compensation insurance. Minimum limits of \$1,000,000 are required.

**4.06 CONSTRUCTION SIGNAGE:** One sign identifying the General Contractor and/or designer may be posted at the building site. Specifications for this sign may be obtained from the DRC Manager. No other signs are allowed except a temporary real estate sale sign (refer to Section 2.25). Identification of licensed tradesmen, when required by state or county statutes, shall be confined to the posting location of the building permit. Attachment of signs or similar material to trees is strictly prohibited.



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**4.07 CONSTRUCTION TRAILERS:** A construction trailer or portable field office may be located within the building site, but not within the building setbacks. The type, size, color and location of any portable office shall be submitted for approval and may not be placed on-site earlier than two weeks prior to commencement of construction nor remain on-site for longer than six months without approval of the DRC.

**4.08 CONSTRUCTION VEHICLES AND PARKING AREAS:** Construction workers and vendors may not park on or otherwise use adjacent streets or open spaces. The use of a vacant neighboring lot or lots may only occur with the written permission of the lot Owner and with the absolute requirement that the Contractor restore the lot to its original condition/appearance. All construction and worker vehicles must park on the project lot and not within the side yard setbacks. However, during exceptionally busy construction periods, when there is not room for all construction and delivery vehicles on the project lot, vehicles will be permitted to park along the shoulder of the street with two wheels off the paved surface of the street, as long as normal traffic flow is unrestricted. Performing oil changing and other vehicle maintenance on any site is prohibited. During construction the edges of the street and walking path shall be protected with dirt or gravel and repaired as required.

**4.09 DRRG'S:** All Contractors and subcontractors working within the Broken Top community must have knowledge of and accept the stipulations outlined in the latest edition of the Broken Top DRRG's document.

**4.10 DUST AND NOISE CONTROL:** The Contractor shall be responsible for controlling dust and noise from the construction site during the entire period of construction, including the removal of dirt and mud from public or private streets that are the result of construction activity on the site. Playing radios or other audio equipment and shouting or loud talking by construction workers during the improvement of any lot at Broken Top is prohibited. The use of generators as a power source is prohibited.

**4.11 FIREARMS AND WEAPONS:** Contractors, subcontractors, construction workers, service providers and all other non-residents are prohibited from possessing firearms or other weapons while on Broken Top property.

**4.12 FIRES AND FLAMMABLE MATERIALS:** Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, is prohibited. At least two 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times. No on-site fires are allowed, except for small, confined, attended fires for the purpose of heating masonry water.

**4.13 MATERIAL DELIVERIES:** All building materials, equipment and machinery required to construct a residence shall be delivered to and remain within the boundaries of the lot. When necessary setbacks may be used during construction, but existing trees on the lot may not be damaged and there must be no encroachment or damage to landscaping on adjacent properties.

**4.14 PETS:** No pets of any kind may be brought into the Broken Top Community or onto a construction site by any construction worker, vendor or delivery person. Pets left in a vehicle are considered in violation of this regulation and may be subject to fines.



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**4.15 RESTORATION OF PROPERTY:** Upon completion of construction, the Contractor, suppliers and related employees and subcontractors shall clean the construction site and repair all property which may have been damaged, including but not limited to, restoring grades, replanting shrubs and trees as approved or required by the DRC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

In addition, the Owner and Contractor shall be held financially responsible for removal of all refuse and trash and restoration/re-vegetation of any and all adjacent properties caused during construction, trespass or negligence by their employees, subcontractors or suppliers.

**4.16 SANITARY FACILITIES:** Contractors shall be responsible for providing adequate on-site sanitary facilities for construction personnel. Portable toilets shall be located completely within the property and not within the setbacks. Colors and location shall be approved by the DRC.

**4.17 TRASH RECEPTACLES AND DEBRIS REMOVAL:** Contractors shall clean up all trash and debris at the end of each day. An approved trash receptacle shall remain on-site at all times, located near the street and outside of the setbacks. Dumping, burying, or burning trash anywhere on the site or elsewhere in Broken Top is strictly prohibited. Heavy debris, such as broken stone and wood scrap, shall be immediately removed from the site upon completion of the work of the trade that generated the debris.

All concrete wash out from both trucks and mixers shall occur within the building area of the lot in a location where it will be ultimately concealed by structure or covered by backfill. Washout in the street, setbacks or on adjacent properties is strictly prohibited. Any cleanup costs incurred by the DRC or the BTCA to enforce these requirements shall be paid by the Owner.

**4.18 VEHICULAR ACCESS TO BROKEN TOP:** All Contractors, subcontractors, vendors, delivery vehicles and equipment must enter and exit only from the main gate. Use of the Simpson entry/exit gate is strictly prohibited and subject to fines and possible denial of access to the Broken Top Community if used.

**4.19 WORKING HOURS:** Daily working hours shall be from thirty (30) minutes before sunrise, but not prior to 6:30 a.m.; and until 30 minutes after sunset, but not later than 8:30 p.m. Construction work which generates excessive noise, such as hammering, sawing, excavation work, and concrete or soils delivery shall be confined to the hours of 7:00 AM to 6:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM on Saturdays. No construction work is allowed on Sundays and the following national holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day



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**7.0 FINES AND PENALTIES**

**7.01 FINES FOR DESIGN GUIDELINE VIOLATIONS:** In the event that the Owner or Contractor, including their employees, subcontractors, vendors and delivery persons, fail to adhere to the rules and requirements of the DRRG's, the DRC may elect to levy a fine relative to the stated violation as described in the Violation and Fine Table Section 7.03. The intention of the fine system is not to be a revenue generator, but rather to encourage Owners and the design and building teams to adhere to the BTCA DRRG's, as well as to offset the costs of enforcing the DRRG's.

It shall be the policy of the DRC to notify the Owner and Contractor in writing of the specific nature of any violation and the intention to levy a fine. The Owner has the right to appeal the DRC fine according to the BTCA appeal policy, except for repetitive violations. Absent the filing of a notice to appeal, the amount of the fine is immediately due and payable.

When a violation requires immediate remediation and is not effectively addressed by the Owner or the Contractor, BTCA reserves the right to remediate the violation and bill the Owner or Contractor the resulting cost. Remediation costs and fines may be deducted from the Owner's or Contractor's construction deposit.

**7.02 STOP WORK ORDER:** Should the Owner or Contractor refuse to comply with the required mitigation of construction violations based upon the DRRG's and as determined by the DRC, the DRC may, at its sole option, issue a Stop Work Order to the Contractor, following receipt of which, the Contractor and all of the trades, subcontractors, vendors and suppliers employed in the construction of the project, shall immediately cease and desist from any further work on the project until the DRC has approved the required mitigation and released the Stop Work Order. Any fines levied prior to the issuing of a Stop Work Order must be paid prior to the release of the Stop Work Order. Additional fines may be appropriate to encourage compliance with these DRRG's and the BTCA Governing Documents.

### **7.03 Violations and Fines:**

<b>CONSTRUCTION</b>	<b>FINE</b>
Initiating new construction or modification without approval	\$1,000 to \$5,000
Deviations from approved plans	\$1,000 to \$100,000
Unauthorized earthwork or site alteration	\$1,500
Unauthorized blasting	\$1,500
<b>TREE, BRUSH AND LIMB</b>	<b>FINE</b>
Tree removal from own property, common area or neighboring property without prior authorization. Owners must submit an application to remove any existing trees that measure 6 inches in diameter at 12 inches above grade. (See Section 5.16.2) Remediation requires replacement of a tree or trees of equal total caliper plus fine to be determined by the DRC. Example: An 8 inch diameter tree removed shall be replaced with two 4-inch diameter trees.	\$1,000 to \$5,000
Failure to properly dispose of vegetative debris from site	\$500
<b>NATIVE LANDSCAPE PROTECTION</b>	<b>FINE</b>
Failure to maintain vegetation protection fencing during construction (See Section 5.13)	\$500
Damaging native landscape on adjacent properties and areas around the construction site	\$500
<b>TRASH RECEPTACLES AND DEBRIS REMOVAL</b>	<b>FINE</b>
Failure to remove daily debris, mud or excess dirt from public or private streets, open spaces or driveways	\$500 to \$1,000
Concrete washout in streets, rights-of-way, setbacks or adjacent properties	\$500 to \$1,000
Trash receptacle missing from job site	\$250
Portable sanitary facility missing or in unauthorized location	\$250
<b>VEHICLES, ACCESS AND PARKING AREAS</b>	<b>FINE</b>
Access to home site by means other than approved route (future driveway)	\$250
Using an unapproved gate when entering Broken Top – first occurrence	\$100
subsequent occurrences	\$250
Parking in areas other than designated in DRRG's	\$250
<b>HOURS OF CONSTRUCTION</b>	<b>FINE</b>
Construction outside of approved hours of operations	\$500
Radio or other audio equipment audible beyond property lines	\$500
<b>SAFETY</b>	<b>FINE</b>
Possession or discharge of firearms or other weapons	\$1,500 to \$10,000
Fire extinguishers missing or inadequate	\$500
Possessing, furnishing or consumption of alcohol, marijuana or use of unlawful controlled substances (see Section 4.01)	\$500
Pets or other domestic animals on site during construction (see Section 4.12)	\$100
<b>OTHER VIOLATIONS</b>	<b>FINE</b>
Fines for violations not listed may be assessed on a case-by-case basis. Fines may be increased due to the severity of the violation at the discretion of the DRC.	\$250 to \$100,000