



Job's Peak Ranch Community Association Pre-Construction Agreement

Project: _____

Address: _____

This information MUST be shared with employees, sub-contractors & their employees

1.0 General Information

1.1 The Owner or Owner's general contractor shall take all necessary steps to prevent unnecessary disturbance to native vegetation or damage to trees. Contractor shall ***Fence off areas not essential for actual construction activity before excavation begins.*** The Field Agent will specify the location for such fencing even if shown on the site plan, as it may differ. Strong winds and wild animals often move through the area, so we recommend a heavy-duty plastic fencing such as **Cordova Orange Safety Fence** (available in 4'x 100' rolls at Home Depot) or hog/rabbit wire (see Tree and Vegetative Protective Fencing).

1.2 The contractor must take all necessary precautions to prevent mud, dirt or other materials from being tracked onto the streets or other portions of the Common Area. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.

1.3 To prevent blowing debris, the building site must be kept ***clean and in an orderly condition at all times.*** *The Contractor shall provide a suitable container for removal and regular disposal of construction debris.* In addition to approved sanitary facilities, the contractor ***must have an animal-resistant garbage container on site.***

1.4 Fire protection, such as portable fire extinguishers are mandatory on the construction site per NFPA 10, The contractor shall provide a Class B First Aid Kit on the construction site as required by OSHA 1910.266 APP A.

1.5 Construction work hours are from 7:00 AM to 6:00 PM Monday through Saturday. ***No construction related vehicles are to access JPR gates before 6:45 AM. Sundays and Federally recognized Holidays are non-work days.***

1.6 Deviation from Approved Plans – ***Any deviation*** from approved plans ***must be submitted to the JPR-ALC for approval BEFORE construction*** of the deviation. This ***applies to all phases*** of the project, especially grading, foundation layout, framing, roofing, exterior finishes, exterior lighting and landscaping.

2.0 Insurance Requirements

Any homeowner taking on the role of a licensed General Building Contractor in the form of an owner/builder shall be required to provide the same insurance coverage as required of a licensed General Building Contractor and “Exhibit A” JRP Contractor Insurance Requirements. See “Exhibit A” JRP Contractor Insurance Requirements attached hereto.

3.0 Common Courtesy, Health & Safety

3.1 The Contractor agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide employees with adequate orientation and training to safely perform the Scope of Work. The Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. The Contractor acknowledges and agrees that with respect to the Scope of Work under his contract, it shall comply with all obligations and assume all responsibilities imposed and construed under all of OSHA’s rules and regulations.

3.2 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions, rules and regulations in connection with the performance of the project including but not limited to notifying ALL construction employees, subcontractors and vendors of the following rules:

- a) No loud music allowed.
- b) No blowing debris allowed.
- c) No loose pets on the job premises.
- d) **Observe all posted signs, including speed limits.**
- e) Use of “Jake” brakes in residential areas is prohibited.
- f) No food or wet garbage to be left on-site (*there are bears here*).
- g) No washing down of concrete trucks outside of the building envelope.
- h) Remove any spills of dirt and gravel or other building materials on roadways daily.
- i) **There is NO smoking on the construction site or inside of the building structure; restrict smoking to the closed interior of highway licensed vehicles – MANDATORY.**

4.0 Entry Gates & Gate Codes – *IMPORTANT*

The North Gate must be used by suppliers and those working on projects north of the wood bridge on Five Creek Road. The South Gate must be used by suppliers and those who are working on projects south of the bridge. ***Owners are subject to fines for violations. Use Contractor gate codes;*** they change the first work week of January and July. Contact the Field Agent for change dates and codes.

5.0 Parking and Vehicular Traffic

Parking on paved streets for delivery of building materials or equipment should be limited to only that necessary for unloading. A designated parking area on the jobsite must be created that is large enough to provide parking for workers. This parking area should be fenced to prevent parking in areas of sensitive trees and must be cleared of flammable vegetation. Habitual on-street parking is prohibited throughout the community. This includes roadside shoulders and ditches. If workers need access to their vehicle, and on-site parking is temporarily unavailable, consult with the Field Agent for a safe remedy. Likewise, consult with the Field Agent for a location to park trailers and/or equipment when not in use. Roadside shoulders must not be used for workers or equipment parking when snow is on the ground. Snow removal equipment has high priority access to all roadside shoulders. ***Damage to roads, roadside ditches or Common Areas caused by vehicles or tracked equipment will be repaired at the Property Owner’s expense. The Association reserves the right to use a portion or the entire landscape deposit to repair the damage.***

6.0 Water Meters

A temporary standpipe, and a high-volume fire hose are to be installed **PRIOR to vegetation mastication, clearing or beginning of site excavation** unless other arrangements are made and approved. Should a water meter not be available on the site a water truck will be required until such time as the contractor installs a water meter and standpipe.

7.0 Utility Trenches

Utility trenches must stay out of the drip line of any trees. *The JPR arborist should be consulted prior to any trenching near trees.* It is **highly recommended** that where practical, utility trenching be done concurrent with driveway excavation, using the future driveway for temporary spoils storage. If done early in the grading process, this will minimize disturbing more vegetation than necessary.

8.0 Building Materials

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the JPR-ALC Guidelines and Rules and shall not unreasonably encumber the site with materials or equipment. All building materials, including aggregates, **must be stored on-site**. No construction materials are to be dumped or stored on roadways, pathways, trails, in open areas, or on any portion of Job's Peak Ranch unless approved by the Field Agent. Contractor is to provide an on-site location for concrete truck wash-down within the building envelope. Highly flammable materials are to be taken off-site or stored in a fire-safe container that Meets OSHA 29 CFR 1910.106 and NFPA Code 30. Delivery of materials should not be scheduled if our roads are covered with snow or ice. A good rule of thumb is that if chains are required to come up our roads the delivery must be postponed. The homeowner, contractor, building material supplier, and/or trucking company making the delivery will be held liable for damage to our roads and ditches caused by unsafe deliveries.

9.0 Trees and Vegetation

IMPORTANT - Tree trimming or tree removal outside of the building envelope is not permitted without the written approval of the JPR arborist. To withstand strong winds and/or animals moving through the area, heavy duty plastic safety fencing or hog/rabbit wire, *not snow fencing*, shall be located *at the outer drip line of any tree and 5 ft. from shrubs* to be preserved within the construction area. Fencing must be 4 ft. high, hung from a carrier line, and tied with a minimum of three (3) zip ties on each steel T-post placed at not more than 8 ft. intervals. Any deviation from this procedure must be approved by the Field Agent. ***No fencing is to be attached directly to any living trees.*** All such fencing is to be installed and maintained throughout the construction. ***JPR-ALC reserves the right to fine Property Owner for failure to follow this rule.***

10.0 Grading and Dust

Use of construction equipment should be limited to areas intended for specific site improvements to minimize damage to existing vegetation. ***Contractor shall haul all cleared vegetative materials off JPR property – no on-site burning is permitted or allowed.*** Minimize dust with periodic dampening of dirt to prevent dust from becoming airborne as necessary. Unless otherwise approved, the driveway, utility trenches, septic system leach field and designated building envelope define the limits of construction activity.

11.0 Culverts

If specified in the construction documents or drawings, install the roadside culvert *at the commencement of excavation*. It must allow for a minimum of disturbance of the natural drainage pattern. The edge of the pipe should be flared to improve water flow; place rocks around the inlet to prevent scouring and install a rock apron below the outlet to reduce erosion of the existing conditions (using 4"-6" rock) and a slope of no more than 1:2. Culverts must discharge to a stable drainage way.

A prefabricated galvanized flare at both the inlet and outlet is recommended to avoid collapse of the culvert and minimize erosion. Use of a steel plate above the ends will minimize damage by delivery vehicles during construction.

12.0 Infiltration Systems

Runoff from all impervious surfaces, including roof tops, driveways, and areas where the soil has been compacted, must be infiltrated in some manner. A typical system is a French drain, rock filled trench or basin (dry well).

13.0 Erosion Control

A program of temporary erosion control must be initiated on cut slopes *immediately* after site grading is complete. All disturbed sites must be winterized for erosion control. This temporary erosion control should include at least one of the following techniques for stabilizing soil and preventing wind and water erosion:

- Hydro-mulching or tacking agents
- Netting with wood chip mulch
- Netting with straw mulch

In addition, one or more of the following methods shall be used to slow, filter, or stop sediments carried by run-off:

- Straw bale barriers (waddles)
- Silt fence
- Filter berms
- Siltation berms

A program of permanent erosion control measures shall also be initiated. This program will, at a minimum, include:

- Slope stabilization structures, such as retaining walls and slope terraces in areas where the steepness of cut slopes could result in slumping or slides.
- Run-off control structures, such as diversion dikes, infiltration trenches, and slotted pipes to slow, direct, and percolate water draining off impervious surfaces.

Run-off collection features, such as retention basins, grassy swales, and catch basins must be used to detain and infiltrate run-off. The JPR-ALC may require a contractor to submit an erosion protection plan, if deemed necessary.

If required, such erosion protection plan shall be submitted before the commencement of any excavation or construction activity.

14.0 Dirt/Mud Control Measures

As soon as the driveway is rough graded, the first *40 ft. from the street* is to be covered with at least a 4-inch layer of 3-inch minus fractured rock to reduce tracking of dirt or mud onto streets.

15.0 Exterior Lighting

All exterior lighting is to be dark sky lighting (“wash”) walls, illuminate walkways or vegetation at ground level inside the building envelope. No light is to be directed outward from the building envelope onto neighboring property, streets or common areas. ***One low-level light from a hidden source may be directed onto street numbers at the driveway entrance.***

16.0 Contractor Signs

The General Contractor ***only*** may post a sign with his name, contact information, property owner’s name and project address thereon at the entrance to the property. Said sign shall conform to the standard JPR format as provided by Carson Valley Signs. If desired, the contractor may post a conforming sign indicating that only authorized personnel are allowed on the construction site. ***All contractors’ posted signs must be removed within 30 days of Owner occupancy.***

17.0 Fire Safety

17.1 Portable fire extinguishers are often our first line of defense against small fires. With proper inspection, testing and maintenance (ITM) protocols fire extinguishers can be long lasting, reliable options for combating a small fire early on.

17.2 A Fire Box or equivalent, holding two 10 lb. Class ABC fire extinguishers ***is required on-site at all times.*** During fire season, 100 ft. of 3/4” hose must be connected to an active standpipe or hose bib and an additional 100 ft. of 3/4” hose must be readily available. Other fire safety warnings may be provided and are to be prominently posted on-site.

17.3 The NFPA 10, Standard for Portable Fire Extinguishers requires extinguishers to be inspected. “Inspection” is defined as a quick check to ensure that each extinguisher is in its designated place, that it has not been actuated or tampered with, and that there is no obvious physical damage or condition that would interfere with its use or operation. The inspection requirements applicable to portable fire extinguishers are covered in NFPA 10(10), Sec. 7.2. Portable fire extinguishers are required to be visually inspected when initially placed in service and at least monthly at a minimum of 30-day intervals thereafter [see NFPA 10(10), Sec. 7.2.1]. These inspections can be performed by the general contractor’s staff. It is also important to keep records of all inspections, tests, and maintenance performed on the fire extinguisher. NFPA 10 requires that fire extinguishers be serviced annually by a certified technician, which includes a thorough inspection, and, if needed, maintenance, testing, and recharging.

17.4 Dry Chemical Powder Extinguishers are the fire extinguishers most common on construction sites. They’re suitable for putting out various types of fires, including:

Class A: Wood, Paper, cloth, trash, plastics (solids that are not metals).

Class B: Flammable Liquids-Gasoline, oil, grease, acetone (includes flammable gases).

Class C: Electrical: Energized electrical equipment (anything that is plugged in).

17.5 A 10 lb. fire extinguisher, rated not less than 2A, shall be provided for each 3,000 square feet of the protected building area, or major fraction thereof. Travel distance from any point of the protected area to the nearest fire extinguisher shall not exceed 100 feet.

18.0 Requirements Prior to Occupancy

18.1 Certificate of Occupancy from Douglas County / Completed Sign-off of Building Permit.

18.2 *A finished Driveway must be in place prior to the homeowner being allowed to occupy the newly completed Residence: weather permitting.* Should the Asphalt Plants be shut down for winter, at a minimum the driveway needs to be prepped and compacted with road base rock to mitigate erosion to common areas and roadways. Upon re-opening of asphalt plants, completion of the driveway surface with asphalt paving needs to be finished as soon as possible.

19.0 Fines and Levies

The JPR-ALC reserves the right to fine Property Owners for violations of these conditions noted above. The fine will be determined based on the severity and number of violations during the course of the project. Violations may or may not result in a warning. The fines may be imposed as a reduction of the landscape deposit and could range from \$100.00 to \$10,00.00. The amount of the fine is at the sole discretion of JPR-ALC. If the entire landscape deposit is depleted because of violations, the job will no longer be allowed to continue until a \$100,000.00 performance bond and/or deposit has been made and a new contractor has been assigned to complete the residence.

20.0 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless JPR, consultants, agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

21.0 Acknowledgement

The undersigned hereby acknowledges that they have read the *ALC Guidelines and Rules*, met with the Field Agent, received, reviewed and understand the above *Pre-Construction Agreement*, and will abide by these

documents throughout the construction process; and will inform all subcontractors and workers of their need to follow these rules.

The undersigned homeowner agrees to pay all attorney fees and court costs required to enforce this agreement.

_____	_____
Homeowner	Date
_____	_____
General Contractor	Date
_____	_____
Excavator	Date
_____	_____
ALC Field Agent	Date
_____	_____
JPR-ALC Board Member	Date

Any violation of this agreement by contractor, subcontractors and workers may lead to fines or loss of vehicular access privileges to JPR subdivision

***“Exhibit A”
Contractor Insurance Requirements***

*Jobs Peak Ranch HOA (JPR-HOA) requires all Contractors to submit a Certificate of Insurance (COI) **before** any work can commence on the project site. The Contractor shall, at its sole expense, procure and*

maintain insurance on all of its operations, with carriers acceptable to JPR-HOA, and in amounts as outlined below. The Contractor shall maintain the required insurance until the expiration of the period for home construction, unless a different duration is stated below. Please have your agent fax and mail a current certificate with coverage and requirements as noted below:

1. Certificate Holder: Jobs Peak Ranch HOA
129 Five Creek Rd
Attn: J Scott Slothower
Email to: scott@consult-jsc.com

2. Project Name & Location: Insert Name of Homeowner
Insert Address

3. Additional Insured: Jobs Peak Ranch HOA

4. Coverage Limits:

Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a) Comprehensive General Liability* - (ISO Form CG 00 01) - covering all operations, bodily injury and property damage combined: \$1,000,000 each occurrence, \$2,000,000 aggregate, written on an occurrence form. General liability risks and key exposures to be covered shall include, but not be limited to, premises and operations in connection with the project, completed operations and products liability, broad form property damage liability, contractual liability, Contractors' protective liability, personal injury liability, fire liability and excess umbrella liability. Such policy shall be primary to all liability policies carried by JPR-HOA and shall name the JPR-HOA as additional insured.
- b) Automobile Liability* - including coverage for all owner, hired and non-owner automobiles, bodily injury and property damage combined in an amount not less than \$1,000,000 each occurrence which shall name the JPR-HOA as additional insured as to the liabilities arising from the actions of the Contractor, or its agents, employees or subcontractors and shall be primary and not excess over any liability policy carried by JPR-HOA.
- c) Workers' Compensation* - insurance in full compliance with all applicable state and federal laws and regulations covering all employees of Contractor. Coverage shall include employers' liability insurance in an amount of not less than \$1,000,000.

5. Other Insurance Provisions:

5.1 All insurance coverage shall be in amounts and for duration acceptable to Jobs Peak Ranch HOA. Contractor shall name Jobs Peak Ranch HOA as an additional insured under the General Liability policy using ISO Form CG 20 10. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the JPR-HOA's written request.

5.2 The certificates of insurance shall provide that there will be no cancellation or reduction of coverage without thirty-(30) days prior written notice to JPR-HOA. The certificate shall reflect all limiting or exclusionary endorsements will be subject to the approval of the JPR-HOA.

5.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under this paragraph, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

5.4 All work covered by this Agreement performed at the site, or in preparing or delivering materials or equipment to the site, shall be at the sole risk of Contractor until the completed work is accepted by the JPR-HOA.

5.5 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section to include (1) JPR-HOA as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the JPR-HOA as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the JPR-HOA's general liability insurance policies and shall apply to both ongoing and completed operations.

5.6 Hold Harmless and Indemnification - Contractor agrees to defend, keep harmless and indemnify the JPR-HOA, its officers, officials, employees or volunteers from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Contractor's actions, performance, or operations relating to contract, including any and all sub-contractors involved in the contract.

General Contractor

Date

ALC Field Agent

Date