

Form #BPM302-D - Standard Warranties

(Rev. 19 May 2006)

Attaching to and forming part of the Builders Risk Form:

APPLICABILITY CLAUSE

It is hereby agreed and understood that the following warranties apply to and form part of the attached policy. The insured is required to do all that is reasonably possible to ensure all of the following warranties are complied with. Reasonable actions include, but are not limited to:

- a) Incorporating these warranties into contracts with the sub-trades (where appropriate). Where there is no contract between the insured and a sub-trade, the insured must give written notice of these warranties to the appropriate sub-trades.
- b) The insured is expected to follow through with occasional checks of the project site to ensure the sub-trades actions are not leading to a breach of any of these warranties.
- c) Where a project safety manual or procedure manual is in place, the insured is expected to write these warranties into the manual so all employees and other stakeholders in the project can review.

1. TARRING AND TORCH-ON MEMBRANE OPERATIONS WARRANTY

Pre-Operations Requirements:

- All portable combustible materials (including, but not limited to, lumber, sawdust, etc) must be a minimum of 20 feet away from the work area(s). Sheet metal guards, asbestos blankets and similar protection must be provided to prevent ignition of combustible material that cannot be moved.
- Suitable fire extinguishers or hand hose must be maintained near the operations.

Post-Operation Requirements:

- After work, a thorough check must be made for smoldering fire and guard patrol protection must be maintained for a minimum of two hours.

2. HOT WORKS OPERATION WARRANTY

“Hot Works” – Definition:

For the purposes of this warranty, Hot Works is defined as follows:

- This process whereby one or more of the parts to be joined is heated near or above its melting point, and the heated surfaces are caused to flow together;
 - a. The process of applying heat to bring to red head the spot to be severed, gouged or pierced and the metal is burned in a jet of oxygen;
 - b. Grinding operations that generate sparks;
 - c. NOTE: Soldering of copper pipes is not considered “HOT Works” – refer to the SOLDERING WARRANTY for requirements.
 - d. NOTE: For Hot Tar work and torch on membrane works, Refer to “TARRING AND TORCH ON MEMBRANE OPERATIONS WARRANTY” for the requirements.

Pre-Operations Requirements:

- ALL portable combustible materials (including, but not limited to, lumber, sawdust, etc) must be a minimum of 20 feet away from the work area(s). Sheet metal guards, asbestos blankets and similar protection must be provided to prevent ignition of combustible material that cannot be moved.
- Drums, tanks or other containers or any explosive liquids or vapors, must be cleaned and cleared of flammable or explosive liquids or vapors before work is done on them.
- Suitable fire extinguishers or hand hose must be maintained near the operations.
- Examination of the area or proximity of “hot works” one hour following the completion of such work is required.

3. SOLDERING WARRANTY

The following must be adhered to when the soldering copper pipes:

- Suitable fire extinguishers or hand hose must be maintained near the operations.

4. OPEN FLAME HEATING WARRANTY

- It is warranted that where a propane gas heater or other open flame-heating device is used inside a structure; the device must be positioned on a minimum of 30 minutes fire rated fire resistive drywall board or equivalent fire rated material, tied off to a wall or anchored to the floor, with not less than three (3) feet of clear space surrounding it.

5. REFUSE WARRANTY

Burning:

- It is hereby understood and agreed that there shall be no refuse burned at any construction site covered under this policy unless the insured has obtained authorization under the Fire Marshals Act, the Environmental Protection Act, and/or a local permit has been obtained.

Storage of Refuse and other Materials:

- All portable combustible materials (including, but not limited to, lumber, sawdust, etc.) must be removed a minimum of 20 feet from the working and adjoining areas, or kept in a metal sanitation bin.
- There will be no storage of building materials on the roads that are required by fire department to access the project.

6. FENCING WARRANTY

- It is warranted that the construction site is fully fenced boarded or barricaded. Fencing must not be less than 1.8 meters in height. Any access opening through the fencing must be equipped with gates, which must be kept locked and closed after construction hours (irrespective of the presence of any other security provision, such as a watchman).
- All fencing and gates must be maintained in place (as per above) until the project is completed and is no longer at the risk of the insurer.

7. FORM #501 – SUB-CONTRACTORS CGL WARRANTY

The insured must obtain written proof of CGL insurance (minimum of \$1 million limit from all major sub-contractors (major sub-contractors being - electrical, mechanical, plumbing, roofing, framing, masonry and any contractor using open flame devices) prior to allowing them to commence work on site.

FAILURE TO COMPLY WITH THESE WARRANTIES SHALL RENDER ALL INSURANCE UNDER THIS POLICY NULL AND VOID.

All of these warranties have been written so as to apply to the more common site situations, however, if you require clarification or a more specific warranty written for the project, your request should be presented to underwriters in writing. It may require that a site inspector be sent by underwriters.

Confirmation of any change or variation in these warranties must be obtained from Premier in writing and must be attached to this policy or clearly indicated on the policy declarations to be valid.

Except as provided herein, all the terms and conditions of this Policy shall have full force and effect.