

Builders Risk Standard Warranties

Attaching to and forming part of the Builders Risk Broad Form ECF-1580

APPLICABILITY CLAUSE

It is hereby agreed and understood that the following warranties as indicated, apply to and form part of the attached policy. The insured is required to do all that is reasonably possible to ensure the warranties are compiled 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. SECURITY WARRANTY

- A. The insured shall maintain a contract for "Security Patrol" services at the project site described in the policy declarations upon commencement of any building activities, and continuing until the project is completed and no longer at the risk of the Insured
- B. The "Security Patrol" will maintain a current security log or record and make such log or record available to the Insurer upon request.
- C. For the purposes of this warranty, the definition of "Security Patrol" shall mean the Insured's employee or representative or hired professional security person. The person shall be contracted to patrol the construction site on a regular hourly basis, at all times when construction activities are suspended and there are no construction employees on site.

2. ELECTRONIC VIDEO SECURITY SURVEILLANCE WARRANTY

It is warranted that the Insured shall maintain, at the project location(s) a fully operational video surveillance system and monitoring service with the following minimum requirements:

- A. A centrally monitored video surveillance system at the project location during the period from the commencement of framing of wood-framed structures until the insured project ceases to be the subject of insurance.
- B. Warning signs to be posted through the project site;
- C. Provide full and continuous coverage over 100% of the project site perimeter
- D. Coverage to be provided day and night whenever construction activities have ceased or been suspended;
- E. Be equipped with motion detectors, intelligent analytic software, recording capabilities and UL/CSA-list power supplies
- F. The monitoring station must be ULC/UL certified or as approved by the insurer
- G. The video surveillance system at the project site must be equipped with Uninterrupted Power Source (UPS) capable of automatically and independently providing power to the entire system for a minimum of 8 hours. In the event of power interruption a guard service shall be dispatched within 1 hour of losing power and remain stationed until such time as power is restored and the UPS is operational

- H. Be equipped with visual and audible warning devices (as permitted by local authorities having jurisdiction) that can be activated automatically or manually upon a verified alarm. Fire department or police/guard service must be immediately dispatched to the project site upon a verified alarm;
- I. Video recordings to be maintained and made available to the Insurer upon request;
- J. Contract for video surveillance and monitoring services to include regular repair and maintenance services and regular checks on system integrity.

☐3. HYDRANT WARRANTY

All fire hydrants, public and private, are to be operational prior to the start of framing activities and remain operational and clear of obstructions at all times. Notwithstanding the aforementioned, this coverage shall not be rendered null and void if:

- A. The municipal public utility, without notifying the first named insured, interrupts the water supply to any fire hydrant within 150 meters (500 feet) of the project site; or
- B. The first named insured, upon having been notified by the municipal public utility or a water supply interruption, promptly notifies us of the interruption.

☐4. PORTABLE FIRE EXTINGUISHERS WARRANTY

The appropriate type of portable fire extinguishers bearing the Underwriter's Laboratories of Canada (ULC) label that are in proper working order must be maintained at the site in compliance with applicable fire codes and regulations, and kept on all self-propelled construction equipment

☐5. TEMPORARY HEATING WARRANTY

- A. The use of open flame, forced-air heaters in the interior of any building are strictly forbidden. Any other temporary heating device to be used on site shall be listed or approved by a nationally recognized testing laboratory. Such approved temporary heating device shall be operated as per the manufacturer's guidelines and clearances. The approved heater 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 1.25 meters (4 feet) of clear space surrounding it.
- B. Open flame heaters used outside of any building structure shall be positioned at least 1.25 meters (4 feet) away from the building and secured.
- C. Tarpaulins, canvas, or similar enclosing material shall be securely fastened to prevent it from being blown by the wind against heaters or other sources of ignition.

☐6. HOT WORKS WARRANTY

- A.
 - (i) A "Hot Work" permit system is implemented for contractors engaged in "Hot Work" of any kind at the location, site or project insured under this policy.
 - (ii) The entire area within a distance as required by the local fire code but not less than 8 meters (26.25 feet) shall be kept clean before and during "Hot Work" and all portable combustible material shall be removed. Fire resistant tarpaulins or similar protection shall cover any combustible material that cannot be removed.
 - (iii) A fire watcher will be present during all "Hot Work" and will be properly equipped with a suitable fire extinguisher of an approved type and trained in fire fighting. The fire watcher shall remain in the immediate area for at least the time required by the local fire code but not less than 2 hours after completion of such work.
- B. For the purpose of this warranty, the definition of "Hot Work" shall mean work that requires the application of heat by use of open flames and includes but is not limited to:
 - (i) Brazing, cutting, grinding, soldering or welding operations
 - (ii) Use of blow lamps and torches,

- (III) Application of hot bitumen/hot tar or
- (IV) Any other heat producing operation

☐7. ACCESS TO SITE FOR EMERGENCY RESPONSE VEHICLES WARRANTY

There shall be no storage of building materials on the access roads.

☐8. REFUSE WARRANTY

There shall be no open burning of refuse or building materials at the construction site.

There will be a daily cleanup program in place at the construction site and a disposal program in place for the removal of waste and debris at regularly scheduled intervals.

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

☐9. 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.

☐10. SUB-CONTRACTORS CGL WARRANTY

The insured must obtain written proof of CGL insurance (minimum of \$2 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.