

AMENDMENT TO OPSS 100, JULY 2025, MTO GENERAL CONDITIONS OF CONTRACT, ~~NOVEMBER 2016~~

- Indemnification and Insurance Requirements Concerning the City of Ottawa/Capital Railway

DRAFT Special Provision No. CMOB0009

SECTION GC 6.0 – INSURANCE, PROTECTION, AND DAMAGE

GC 6.02 Indemnification

~~Subsection GC 6.02 of the MTO .01 General Conditions~~

Clause GC 6.02.01 of ~~Contract~~OPSS 100 is amended by the addition of the following paragraph:

- .06 The Contractor shall indemnify and hold harmless the Owner and its agents as well as the City of Ottawa/Capital Railway, RailTerm Inc., WSP Canada Group Ltd., and Thurber Engineering Ltd., their elected officials, employees, agents and officers from and against all claims, demands, losses, costs, damages or suits whatsoever, directly or indirectly arising or alleged to arise out of the performance of the Work or the presence of the Contractor, its employees, agents or subcontractors, on the property of the City of Ottawa/Capital Railway.

GC 6.03 Contractor's Insurance

Subsection GC 6.03 of ~~the MTO General Conditions of Contract~~OPSS 100 is amended by the addition of the following clause:

GC 6.03.06 Insurance Requirements Concerning the City of Ottawa/Capital Railway

- .01 The Contractor shall, at its sole cost and expense, provide and maintain until Contract Completion with an insurer licensed under the *Insurance Act* (Ontario), "*Wrap-Up*" *Commercial General Liability* insurance to work over and in close proximity of Capital Railway Corridor Lands and of the City of Ottawa 1220mm watermain subject to limits of not less than \$50,000,000.00 inclusive per occurrence for bodily injury, death and damage to property. Such insurance policy shall be in the name of the Contractor, and shall name the City of Ottawa/Capital Railway, as an additional insured thereunder and shall include, but is not limited to insurance coverage for premises and operations liability, products liability and broad form completed operations liability, broad form property damage, severability of interest clause, owners' and contractors' protective coverage, occurrence property damage; medical payments; employees as Additional Insured(s); contingent employers liability; cross liability, personal injury liability, blanket contractual liability and non-owned automobile liability. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available and shall contain a waiver of subrogation in favour of the City of Ottawa.
- .02 Evidence of such insurance, satisfactory to the City of Ottawa, shall be provided to the Owner prior to the commencement of the Work.
- .03 Insurance policies shall contain an endorsement to provide the City of Ottawa, operating as Capital Railway, with 30 Days notice in writing of cancellation or of a material change that would diminish coverage. Notice shall be personally delivered or transmitted by facsimile to:

City of Ottawa
1500 St. Laurent Boulevard, Ottawa, Ontario K1G 0Z8
Attention: Mr. Kenneth Morrison, Contract Supervisor, Rail Operations and Maintenance
Fax: 613-741-7359

.04 The Contactor shall bind any subcontractors to the same indemnification and insurance requirements as those contained herein.

WARRANT: All contracts involving the City of Ottawa, operating as Capital Railway.

CUSTODIAN: ~~Finlay Buchanan~~, CMO - Construction Contracts Policy Section.