

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

DRAFT Special Provision No. 100F28

July 2025

Additional Contractor's Insurance Requirements

SECTION GC 6.0 - INSURANCE, PROTECTION, AND DAMAGE

GC 6.03 Contractor's Insurance

Subsection GC 6.03 of OPSS 100 is amended by the addition of the following clause(s):

[* Designer Options, See Notes to Designer]

NOTES TO DESIGNER:

- * When additional insurance is required for the Contract, insert applicable title(s) and wording for Options A to H.
- ** For applicable options, enter the last two digits of the clause number starting with GC 6.03.07 and continue in a sequential order (i.e., 6.03.07, 6.03.08, 6.03.09. etc.).
- *** For Options F and H, enter the dollar amount(s) of the required insurance coverage, where noted.

Designer Options

Option A

Additional Notes to Designer:

Aircraft liability insurance with respect to owned and non-owned aircraft is required when owned or non-owned aircraft are expected to be used directly or indirectly in the performance of the Work. If aircraft liability insurance is used, insert the wording below.

GC 6.03. Aircraft Liability Insurance**

- .01 Aircraft liability insurance with respect to owned or non-owned aircraft if used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner. The policy shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change or amendment restricting coverage.

Option B

Additional Notes to Designer:

Boiler insurance/equipment breakdown is coverage for loss caused by fired or unfired pressure vessels, air conditioning and HVAC units and mechanical or electrical equipment breakdown, including damage to the equipment, damage to other property of the insured, and damage to property of others. Coverage is written to complement property insurance that excludes these types of losses and should be present where the Owner has an interest as set out in the property insurance section.

Boiler insurance is required when the Work includes the installation of boilers and pressure vessels. The limits of the insurance will be not less than the replacement value of the boilers and pressure vessels which form part of the Work, including testing and commissioning. If boiler insurance/equipment breakdown insurance is used, insert the wording below.

GC 6.03. Boiler Insurance/Equipment Breakdown**

- .01 Boiler insurance in the amount of not less than the replacement value of boilers and pressure vessels forming part of the Work, including testing and commissioning. Such insurance shall be in a form acceptable to the Owner.

Option C

Additional Notes to Designer:

Builder's risk insurance is designed to protect those with a financial interest in a construction project during construction. Those with a financial interest include the Owner, lender, Contractor, architects and Engineers. The builder's risk policy is written for the term of the project. The coverage afforded under this policy will include a boiler and machinery cover for testing and start up requirements.

All risks builder's risk insurance is a type of property insurance and is required when the Work includes construction of a new building, a building addition, or a building renovation. The limits of the insurance cover physical loss or damage representing not less than 100% of the total hard construction costs plus at least 25% of the total soft construction costs. Typically, the declared value for underwriting is the Contract price. Include any Owner supplied Materials. It is not to be used for traditional highway construction projects. If builder's risk insurance is used, insert the wording below.

GC 6.03. Builder's Risk Insurance**

- .01 All risks builder's risk insurance, including collapse, shall be in the joint names of the Contractor, the Owner and the Contract Administrator, in the amount equal to the Contract price. This insurance shall be in a form acceptable to the Owner.

Option D

Additional Notes to Designer:

The purpose of Contractor's equipment insurance is to provide a fund to finance the repair or replacement of a piece of damaged or destroyed equipment. It should only be specified where unique or expensive equipment which is critical to the progress of the Work is being employed by the Contractor. If Contractor's equipment insurance is used, insert the wording below.

GC 6.03. Contractor's Equipment Insurance**

- .01 All risks Contractors' equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, including boiler insurance/equipment breakdown on temporary boilers and pressure vessels, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the Insurer against the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of the Contractor's equipment, the Owner agrees to waive the equipment insurance requirement, and for the purpose of this Contract, the Contractor shall be deemed to be insured. This policy shall be amended to provide permission for the Contractor to grant prior releases with respect to damage to the Contractor's equipment.

Option E

Additional Notes to Designer:

Environmental/pollution liability insurance provides protection for first-party damages and third-party bodily injury and property damage resulting from an environmental incident. There are various types of environmental insurance that the Contractor and environmental consultants can purchase.

Environmental/pollution liability insurance is required when the consequence of polluting could result in significant clean-up costs, or a potential claim would not be covered under commercial general liability insurance. Otherwise covered under commercial general liability insurance.

Environmental/Pollution Liability Insurance should be considered on contracts with: areas with high risk of erosion, high risks of flooding that would cause environmental impacts.

If the environmental/pollution liability insurance is used, insert the wording below.

GC 6.03. Environmental/Pollution Liability Insurance**

- .01 Environmental/pollution liability insurance for a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury, death, clean-up, and damage to property as a result of sudden or accidental or gradual pollution conditions arising from contracting operations performed by or on behalf of the Contractor. This insurance shall be in a form acceptable to the Owner.

Option F

Additional Notes to Designer:

All risks property insurance provides coverage for direct damage resulting from perils such as fire, wind, hail, explosion, flood, collapse, and sprinkler leakage. Categories of property include buildings, equipment, stock, tenant improvements, piers and wharves, fences, bridges, tunnels, trestles, landscaping, paving, mines, scaffolding, tanks, and dams. This is required in situations where the Owner has a financial interest in the building such as an Owner or mortgage.

All risks property insurance is required when the Work includes a building that is already in use for its intended purpose. The limits of the insurance are based on the replacement value of the building. Include any Owner supplied Materials. It provides protection against most risks to property such as fire, theft, collapse, and weather damage. If all risks property insurance is used, insert the wording below.

GC 6.03. Property Insurance**

- .01 All risks property insurance, including collapse, in the amount of \$ [*** Designer Fill-In], with a deductible not exceeding 1% of the amount insured at the site of the Work, where commercially available. This insurance shall be in a form acceptable to the Owner.

Option G

Additional Notes to Designer:

Watercraft liability insurance with respect to owned and non-owned watercraft is required when owned or non-owned watercraft are expected to be used directly or indirectly in the performance of the Work. If watercraft liability insurance is used, insert the wording below.

GC 6.03. Watercraft Liability Insurance**

- .01 Watercraft liability insurance with respect to owned or non-owned watercraft if used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. Such insurance shall be in a form acceptable to the Owner. The policy shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change or amendment restricting coverage.

Option H

Additional Notes to Designer:

Wrap-up liability insurance is normally associated with large construction projects. A wrap-up policy is a single liability policy covering all interests (Owner, Contractor, Subcontractors, architects and Engineers) for all general, but not professional liability, arising out of the project. Wrap-up insurance is not typically requested by the Owner unless required by a third-party, generally, Canadian National Railway Company, Canadian Pacific Kansas City Railway Company and, occasionally, a municipality.

This type of insurance protects the team involved in a specific project under one insurance policy against third-party and general liability exposures associated with the project. It is so the Contractor does not need to know what types of insurance Subcontractors are carrying since all parties are covered under a single policy. If wrap-up liability insurance is used, insert the wording below.

GC 6.03. Wrap-up Liability Insurance**

- .01 Wrap-up liability insurance shall be in the joint names of the Contractor, the Owner and the Contract Administrator, on an occurrence basis, including insurance against claims for bodily injury, personal injury, death, property damage and/or loss in the performance of the Work and extended to include coverage for contractual liability, contingent employer's liability, products and completed operations, and underground hazards, limited pollution liability and non-owned automobile liability, all with a minimum combined single limit of \$ [*** Designer Fill-In] per occurrence and \$ [*** Designer Fill-In] in the aggregate with respect to products and completed operations liability to also include the interests of all owners, developers, engineers, architects, projects managers as well as Contractors, Subcontractors, trades and suppliers of Materials (excluding suppliers who only supply Materials, Equipment or supplies to the Work and who do not carry out any installation or construction works) whatsoever to the extent such coverage is not otherwise provided. This insurance shall be in a form acceptable to the Owner.

WARRANT: All Contracts.