

AMENDMENT TO MTO GENERAL CONDITIONS OF CONTRACT, NOVEMBER 2016

Special Provision No. 100F18

April 2018

Addition of Other Authorities

GC 6.02 Indemnification

Clause GC 6.02.01 of the MTO General Conditions of Contract is amended by deleting the first paragraph in its entirety and replacing it with the following:

The Contractor shall indemnify and hold harmless the Owner, the Contract Administrator and [* Designer Fill-In, See Notes to Designer], and their agents, officers, and employees, from and against all claims, demands, losses, expenses, costs, damages, actions, suits or proceedings by third parties, hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work, provided such claims are:

GC 6.03.02 Commercial General Liability Insurance

Clause GC 6.03.02.01 of the MTO General Conditions of Contract is amended by deleting point a) in its entirety and replacing it with the following:

- a) The Owner, the Contract Administrator and [* Designer Fill-In, See Notes to Designer] as additional insureds with respect to liability arising in the course of performance of the Contractor's obligations under or otherwise in connection with the Contract Documents.