

**AMENDMENT TO MTO GENERAL CONDITIONS OF CONTRACT, NOVEMBER 2016 -**  
**Indemnification and Insurance Requirements Concerning the Canadian National Railway Company**

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Special Provision No. 100S22

November 2016

**GC 6.02 Indemnification**

Subsection GC 6.02 of the MTO General Conditions of Contract is amended by adding the following additional specific indemnification from the Contractor with respect to the Work on the Canadian National Railway Company railway right-of-way:

**GC 6.02.01 Indemnification Requirements Concerning the Canadian National Railway Company**

The Contractor shall indemnify and save harmless the Owner and its agents as well as the Canadian National Railway Company, its subsidiaries and affiliates and their employees, servants, agents, licensees and invitees (collectively the "Indemnatee") from and against any and all claims, actions, causes of action, proceedings, demands, liability, liens, losses, damages, expenses (including experts' and lawyers' fees) and other costs suffered or incurred by the Indemnatee by reason of, resulting from or attributable to any action, omission or negligent act of the Contractor, its employees, servants, agents, licensees, invitees or generally those for whom it is by law responsible in connection with or relating to the construction, repair and maintenance work and the Contractor agrees to pay, satisfy and discharge any judgment that may be obtained by reason thereof. The Contractor shall also indemnify and save harmless the Indemnatee regarding the same for any indirect, consequential and economic losses suffered or incurred by the Indemnatee up to a maximum of Ten Million Dollars (\$10M) for such indirect, consequential and economic losses.

**GC 6.03 Contractor's Insurance**

Subsection GC 6.03 of the MTO General Conditions of Contract is amended by the addition of the following:

**GC 6.03.08 Insurance Requirements Concerning Canadian National Railway Company**

- .01 The Contractor shall deliver to the Owner or its agent two certified copies of an Insurance Policy or Certificate thereof, which is in full force and effect covering Public Liability and Property Damage in the amount of \$10,000,000.00 inclusive.
- .02 The Policy shall protect the Contractor from liability assumed under this Contract and from liability imposed by law and shall name the Canadian National Railway Company, Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation, the Contract Administrator, including any of their employees, servants or agents (the Insureds) and shall agree to pay on behalf of the Insureds all sums which the Insureds shall become obligated to pay by reason of the liability imposed by law upon the Insureds for damages, including damages for care and loss of services, arising out of or in connection with the Contract, because of bodily injury, sickness or disease, including death at any time resulting there from, sustained by any person or persons or damage to or destruction of property including loss of use thereof, caused by accident and occurring during the term of the Contract with limits of not less than \$10,000,000.00 for bodily injury and property damage, inclusive in any one accident or occurrence.

Furthermore, such Policy shall further contain a cross liability clause protecting each name assured as if separately insured, but not so as to increase the limit of the insurer's liability. The Policy shall provide that 30 Days notice in writing shall be given to the Owner before it is altered or cancelled

during the period of this Contract. The policy shall be written so as to provide coverage for blasting and other special hazards, where such hazards will be incidental to the Contract and shall include coverage for the clean-up of pollutants or the actual, alleged or threatened discharge, dispersal, release or escape of pollutants as a result of a collision, overturning or any vehicle.