

General Conditions for Contractors & Sub-Contractors

The general conditions that follow are for the protection of all workers and individuals working on an LKDSB property or premise. The Contractor must abide by all directions provided by the LKDSB. Failure to conduct Work in accordance with the terms and conditions as described herein may result in the removal of Contract Workers or in the removal of the Contractor from the LKDSB property or premise and/or termination of the Contract. The conditions contained herein may not cover all repair, renovations, construction work contracts or assignments. The Contractor, however, must understand that the LKDSB's intention is to carry out all work in a safe and healthy manner and to all legislation, code, and industry standards. Every Contractor and Subcontractor employed on site shall be pre-qualified and have read all the instructions herein and agree to advise their employees and Subcontractors re the same in advance of performing any work or supplying any services.

Emergency Numbers

The Contractor is responsible to obtain and have available at the area of work, all emergency contact information and telephone numbers for the location including Ambulance, Fire, Police, Ministry of Labour, Ministry of Environment, LKDSB Emergency Numbers and the phone number and address of the school/building where work is being performed.

A copy of the LKDSB Occupational Health and Safety Policy and any other relevant and applicable materials (E.g. *Occupational Health and Safety Act*, Joint Health & Safety Committee minutes) should also be available.

Legislative Requirements

- a) The Contractor shall comply with all current legislative requirements, including but not limited to, the *Occupational Health and Safety Act*, the *Environmental Protection Act*, the *Ontario Building Code*, the *Ontario Fire Code* and the *Transportation of Dangerous Goods Act* and all applicable regulations, codes, and standards. In cases of any conflict between various provisions of the General Conditions, the more onerous health and safety requirement applies.
- b) The Contractor shall complete a Notice of Project, where required, accept the role as “constructor” in law, and supply a copy to the appropriate person at the LKDSB (Manager of Facility Maintenance and Capital) or their Designate. The Contractor must ensure a copy, as required has been forwarded to the Ontario Ministry of Labour.
- c) All workers shall be trained, experienced, qualified, and appropriately licensed to carry out their work in the province of Ontario.
- d) Where the scope of Work affects the structure of the building, a list of designated substances for each facility shall be included in the Contract Documents. If this list is missing, the Contractor shall obtain such a list from the LKDSB.
- e) Contractors must comply with the most current waste management legislation as required under the *Environmental Protection Act* for all construction and/or demolition work.

Responsibility of the Contractor & Sub-Contractor

The Contractor shall have written health and safety policy and safe work procedures and must provide a copy to the LKDSB before the commencement of any work in the case of a new Contractor.

The Contractor is responsible for the health and safety of their employees. Prior to commencing work, the Contractor shall appoint and identify one supervisor with accountability for the health and safety of their employees.

Prior to commencement and during any work, the Contractor must inspect the area of work for any chemical or physical hazards or designated substances. If any are found, the Contractor must notify the LKDSB Manager of Facility Maintenance and Capital. No work shall commence or continue until these hazards have been deemed eliminated or controlled and to be safe.

All Contractors are responsible for all utility and service locates and related costs for the area in which they will conduct work.

Prior to commencing work involving more than four workmen and a supervisor, the Contractor(s) shall hold a pre-job meeting where health & safety will be included on the agenda and shall invite the LKDSB representative.

Contract Workers shall not be considered LKDSB employees and shall not represent themselves as an agent of the LKDSB nor be eligible for any of the benefits provided to LKDSB employees.

1. Contractor Prequalification

- 1.1 Contractors performing Work on LKDSB property must be prequalified. All employees of the Contractor or Subcontractor ("Contract Worker") shall complete the LKDSB/SCCDM Basic Safety Orientation and competency test prior to accessing an LKDSB location. The orientation can be found at:
<https://www.lkdsb.net/Board/BudgetFinance/purchasing/safety/index.html>
- 1.2 All Contract Workers shall obtain a photo identification card issued by the LKDSB prior to accessing an LKDSB location.

2 Work Site Location

- 1.1. The Contractor shall act as General Contractor, contract for their services, and be responsible for all sub-trades, including payment of the same, necessary to produce a complete installation.
- 1.2. Power and water may be available from the site where approved, but these facilities shall not be altered for the Contractor's use.
- 1.3. The Contractor shall obtain approval from the LKDSB's Manager of Facility Maintenance and Capital or Designate for location of temporary buildings, temporary office, storage sheds and workshops as required by the work throughout the period of construction. The Contractor must remove temporary buildings upon completion of the work and restore the property to the condition as found on commencement of the work.
- 1.4. The Contractor and their employee(s) must be aware of the location of the school's Health & Safety Centre containing the following information: Designated Substance Reports, MSDS Sheets and general Health & Safety information. The Contractor must provide a first aid kit and the name of the First Aid attendant and stretcher for use by Contractor employees.
- 1.5. The Contractor must not use school property as an office, for the purpose of hiring staff or conducting business or personal affairs on any project.

2. Safe School Procedure

- 2.1 All Contract Workers are required to report to the Main Office at every school or office during regular school hours and notify the Office Staff of the purpose of the visit. The Contractor is required to adhere to all school specific procedures, if applicable. It is the responsibility of all Contract Workers to sign in and out of the Logbook which exists in all office areas, while performing Work on site.

3. Operation of Vehicles on LKDSB Property

- 3.1. Prior written approval must be obtained from the School Principal when bringing vehicles on to a school playground during school hours. Trucks and all other vehicles shall proceed with caution with a maximum 10 kph on school property. All trucks must be equipped with automatic back-up alarms. No vehicles shall be operated on the schoolyard while children are on the playground.

4. Tools and Equipment

- 4.1. The Contractor is to provide his own tools and equipment. LKDSB equipment (i.e. ladders, etc.) are not to be used by the Contractor.
- 4.2. The Contractor's equipment and tools must be in safe working condition, including required guards on tools and equipment and grounding devices. Operating manuals and maintenance records shall be available on request for all powered equipment.

4.3. Construction advertising signs are not permissible, except by prior written approval from the Manager of Facility Maintenance and Capital.

5. Hot Work

5.1. Contractors require a permit whenever hot work is being performed. These permits should be obtained from the LKDSB's Building Services Department prior to beginning any hot work on LKDB property.

6. Confined Space Work

6.1. Before any person enters a confined space, the LKDSB Confined Space Program must be implemented. Confined space permits must be obtained for entry into all confined spaces.

6.2. Confined Space (CS) Definition - reference: O. Reg. 632/05, Confined Spaces and CSA Standard Z1006-10 A confined space means a fully or partially enclosed space, a) that is both not designed and constructed, for continuous occupancy, and b) in which atmospheric hazards may occur because of its construction, location, or contents or because of the work that is done in it; or a) and c) has limited or restricted access or egress, or an internal configuration, that can complicate first aid, evacuation, rescue, or other emergency response, or, a) and b) and c).

6.3. The Building Services Department maintains a confined space inventory. In addition to other types of confined spaces, all service tunnels are confined spaces. If the Contractor's scope of work changes, such that an entry into a confined space would be required, or if a Contractor encounters a space that is suspected to be a confined space, the Contractor must not proceed to enter the space and must seek confirmation and approval from the LKDSB Designate.

7. Propane Tanks

7.1. The use of propane tanks must be pre-authorized by the LKDSB. Propane tanks are not to be stored overnight and tanks that are not in use must not be stored in school buildings. Propane cylinders shall not be changed indoors. Workers using propane must have Technical Standards Safety Authority (T.S.S.A.) Certification and provide proof to the LKDSB upon request.

8. Oxygen and Acetylene Cylinders

8.1. Oxygen and acetylene cylinders must be chained in the vertical position or be secured on a welding cart designed for this purpose. If not on a cart, the cylinder regulator must be removed and the cylinder cap on. Full and empty tanks are to be stored in separate signed areas. Unless a designated construction site, all cylinders are to be removed at the end of the workday.

9. Natural Gas Piping

9.1. All work related to natural gas systems must be completed by a licensed gas fitter. Except for emergency purposes, no work is to be performed on the main feed of a natural gas line.

10. Flammable Liquids

10.1. Flammable liquids must be stored in a CSA or ULC approved safety containers with a flame arrestor and spring-loaded cap appropriate for the materials use. The Contractor is responsible for the provision of proper storage containers and/or steel cabinet designed for that purpose. One day's supply of flammable liquid may be used without a steel flammable storage cabinet. However, dispensing containers for flammable liquids must be as described above and containers and dispensing equipment must be bonded and grounded. Dispensing must be done using mechanical ventilation or be done outdoors. Equipment and dispensing methods must confirm to CSA B376-M1980 and Ontario Regulation 213/851.

11. Controlled Products (WHMIS)

All controlled products must be WHMIS labeled before being brought onto LKDSB property. Material Safety Data Sheets for all controlled products must be available on site. The Contractors are responsible for training their employees in the safe use and handling of all controlled products and proof of training must be provided as part of the Pre-Qualification or Badge Program.

12. Safety Equipment

The Contractors are responsible to ensure that all employees wear safety equipment, as required, to work in a safe manner. Contractors must ensure that their employees are trained in the use of this equipment.

13. Fire Extinguishers

The Contractor is responsible for providing fire extinguishers in the repair, renovation and/or construction areas and for ensuring that employees are trained in the use of extinguishers.

14. Cigarettes, Alcohol, and Illegal Drugs

Smoking is not permitted on LKDSB property. Consuming alcohol or illegal drugs on LKDSB property is strictly prohibited. Persons appearing to be under the influence of alcohol or illegal drugs will be asked to leave the work site. The Contractor must ensure that employees asked to leave are provided transportation home.

15. Housekeeping

Contractors must keep work site areas clean and tidy. For example, nails in lumber must be removed. Materials must be laid down and piled safely and garbage must be placed in proper waste containers, etc. Contractor is obliged to cooperate with all recycling and environmental procedures and initiatives established by the Government, the LKDSB and Place of the Work.

16. Liability Insurance

The General Contractor and any Subcontractors shall:

- (A) Obtain and maintain, during the full term of this Contract, insurance as set out in the Contract documents. The LKDSB shall be designated as a named insured on any policy if requested.
- (B) Enroll all workers, including all principals if so designated, and ensure all Subcontractor workers are enrolled under the Workplace Safety and Insurance LKDSB and pay all assessments and premiums in connection therewith and do all things required of an employer under the said Act.

Where an independent operator, employer or executive officer provides onsite work, they must first have applied to and be deemed a worker by the Workplace Safety and Insurance LKDSB or receive an exemption in writing from the Manager of Facility Maintenance and Capital.

- (C) Pay all employees' wages and salaries promptly and pay for all materials promptly and shall indemnify and save harmless the LKDSB from all claims for Construction Lien as registered during the term of this contract or after the expiry date of the same, whether such lien is valid or not. The Contractor shall forthwith have the said lien removed from the title of the LKDSB properties, or any part thereof, at the expense of the Contractor and the Contractor agrees to indemnify the LKDSB, against any damages and/or costs suffered or incurred by it because of the registration of any such lien.
- (D) It shall be the Contractor's responsibility to ensure that all workers including owners designated as workers on the project abide by the Regulations for Construction Projects under the *Occupational Health and Safety Act*, as well as any other health and safety standards that are applicable by law or established by generally accepted industry standards or by applicable industry associations.
- (E) The Contractor agrees to indemnify the LKDSB against any claims, fines and costs incurred by it because of the Contractor or workers breaching the *Occupational Health and Safety Act*, applicable regulations, or any other statutory requirement herein, including costs incurred in preparing for and attending any hearings or trials in connection therein.

17. Ladders, Scaffolds, Swing Stages, Vertical Man-Lifts

The Contractors are responsible for training their employees in inspecting, erecting, and using scaffolds, ladders, swing stages and vertical man-lifts. Ladders must extend 3 feet beyond the upper support. Ladders must be held by a worker on the ground or tied off if over 10 feet high. Formal training must be given to workers on the proper use of ladders, scaffolds, swing stages and vertical man-lifts if used on the job. Equipment operating manuals and

the required Professional Engineering documents must be available on site and produced upon request. All equipment, including ladders, must meet appropriate CSA Standards and must be the appropriate type for the job.

18. Cranes

Approval must be granted by the LKDSB Manager of Facilities Maintenance and Capital prior to erecting a crane on LKDSB property. The area where the crane is to be placed must be properly vacated and where required (E.g. public way) fenced. Fencing must be erected around any crane that is to be left on site.

19. Asbestos

Prior to commencement of any work affecting the structure of the building, the Contractor shall review the asbestos report for the building (available at the building or through the LKDSB Building Maintenance or Safety Department.) The Contractor shall evaluate the potential presence of asbestos in the specific work zone. If asbestos is present, the LKDSB Health & Safety Department shall be notified immediately, and no work is to proceed until any materials containing asbestos have been dealt with in accordance with the LKDSB Asbestos Management Program.

The LKDSB Building Maintenance and/or Safety Departments will establish the asbestos removal Contractor as the need may arise. Only LKDSB designated Consultants and approved Abatement Contractors can be used for asbestos work. All work must comply with the LKDSB Asbestos Management Program and the LKDSB Safety Department must be made aware of any project that may involve asbestos. Any dumpster that are to be used for asbestos must be kept locked.

20. Discovery of Unknown Substance

If an unknown substance is discovered during a renovation/repair that may be asbestos, lead, silica, etc. then work shall stop, and the LKDSB Safety Department must be called immediately. The material must not be disturbed until clearly identified as to its content. If asbestos is confirmed, direction must be received from the LKDSB prior to work resuming.

21. Examination of Premises/Drawings/Specifications and Instructions

21.1 The Contractor shall examine the premises and compare it with the drawings and specifications and satisfy itself with respect to the conditions of the premises under which it will be required to operate in performing their part of the work, before furnishing their tender, and no allowance will be made afterwards on behalf of the Contractor by reason of any error, negligence, or failure on their part in this connection.

21.2 The Contractor shall carefully review and study all drawings, specifications and other instructions and shall at once report to the LKDSB Manager of Facility Maintenance and Capital any errors, inconsistency, or omission they may discover and in no case shall they proceed in uncertainty. In the event of the Contractor's failure to give such notice, it will be responsible for the results of any such errors or omissions and the cost of rectifying the same.

22. Permits and Regulations

22.1 Contractors shall obtain all permits, licenses and approvals required in connection with the Work being performed. This may include but is not limited to permits issued by the Canadian Standards Association, Underwriter's Laboratories of Canada, Ontario Fire Code, Ontario Building Code, Ontario Electrical Code, Ministry of Labour, and all local Bylaws and any other applicable regulatory requirements. The cost of obtaining such permits, licenses and approvals shall be the responsibility of, and shall be paid for by, the Contractor.

22.2 The Contractor shall record all electrical work in section 2 of the CSS manual, located in the staff room of each school or obtain electrical permits as directed.

22.3 All installations must be conducted by qualified licensed tradespeople under the Ontario Trades Qualification and Apprenticeship Act and trade associations that may be specified.

22.4 Where a Contractor is required by Applicable Laws to hold or obtain any such permit, license, and approval to carry on an activity contemplated in its Tender or in the Contract, neither acceptance of the Tender nor execution of the Agreement by the LKDSB shall be considered an approval by the LKDSB for the Contractor to carry on such activity without the requisite permit, license, or approval.

22.5 If Deliverables become defective or fail due to defect in design, material, or workmanship or, otherwise fails to meet the requirements of the Contract, then the Contractor, upon receipt of notification from the Engineer/Consultant/Owner, will make good every such defect or failure within the period specified below without cost to LKDSB. Any part of the Deliverables made good under this section will be subject to all the provisions hereof for a period of one year from the date when the same has been made good as aforesaid.

Warranty Periods:

- Deliverables shall be one (1) year from
- Mechanical and Electrical shall be two (2) years from
- Building Automation Controls shall be three (3) years from

23. Health and Safety

23.1 The Occupational Health and Safety Act describes the responsibilities of an employer. The LKDSB requires Contractors maintain procedures, training, and enforcement so that the responsibilities are carried out in the workplace. The Contractor shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act. All workers employed or hired by the Contractor and working on Board premises MUST be trained in WHMIS in accordance with Occupational Health and Safety Act and Regulations. They MUST adhere to all of the LKDSB Health and Safety Procedures and Guidelines and to Municipal By-Laws.

23.2 Contractors will submit proof of their Health and Safety program, procedures and training as detailed above upon request by the LKDSB.

23.3 The Contractor shall conform to the Ontario "Occupational Health and Safety Act" and all regulations made under said act and assume full responsibility for contraventions of same.

23.4 The Contractor and the workers must comply with Regulation 851 under the Ontario Occupational Health & Safety Act.

23.5 All Work performed on site shall comply with the LKDSB Contractor Safety Program and all workers performing such work shall be trained in this program.

23.6 Any electrical Goods being proposed for consideration pursuant to this RFT must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the Standards Council of Canada Act (Canada) and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical Goods at the LKDSB's facilities. Prior to entering into the Agreement, the Contractor shall have provided satisfactory evidence of such certification, as applicable.

23.7 All equipment requiring approval (CSA, ULC, etc.) MUST be completely assembled and MUST bear label showing approval of assembly prior to delivery. The Board will not accept any equipment that has not been approved. If not so approved, the Board reserves the right to remove the equipment from any Board property at the expense of the Contractor.

23.8 Every person who supplies any machine, device, tool, equipment, or service to the Board MUST ensure that the machine, device, tool, equipment, or service complies with the Occupational Health and Safety Act and Regulations for Industrial Establishments.

24. Injuries

24.1 Each Contractor or Subcontractor is responsible for responding to, providing treatment and transportation to medical services their injured employees. Response must include first aid to the injured person, hospital aid, securing the site and notification as required under the *Occupational Health and Safety Act*. Emergency Response Plans should be in place for all emergencies and pull stations used to clear the building if required. Someone on site must be certified in Standard Care First Aid. The School Principal and the person in charge should be notified of any emergency or worker injury along with the LKDSB Health & Safety Department within 24 hours.

24.2 Any workplace injury that is defined under the Occupational Health and Safety Act as a "Critical Injury" shall be reported to the LKDSB representative IMMEDIATELY

25. Co-operation

The Contractor, all other Contractors, and all Subcontractors shall co-ordinate their work with all other trades so as to facilitate the general progress of the work. Each Contractor and trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material.

26. Supervision and Responsibility

The Contractor shall supervise and direct the Work of all persons engaged in the work, including Subcontractors and those who supply materials, and the Contractor will be fully responsible for full compliance with the terms of the contract by all such persons.

All construction shall be performed as specified, in a manner conforming to the best trade practices, to the complete satisfaction of the LKDSB Manager of Facility Maintenance and Capital.

27. Taxes, Permits, Fees

The Contractor shall be required to pay for all taxes, duties, subsidies, permits, etc., unless otherwise noted.

28. Labour, Materials and Workmanship

26.1 The Contractor shall provide and pay for all labour, tools, materials, transportation, storage, scaffolding and other equipment for the proper execution of everything shown, described, or reasonably implied by the drawings or in this specification.

26.2 The Contractor shall be held to have included in tendering any work in connection with sub-trades, not specially referenced under the particular headings of "sub-trades" but referred to or otherwise shown on the drawings.

26.3 The Contractor shall carry out all tests and assessments required by the LKDSB during the progress of the Work and at its' completion at no increase in the contract price. Such tests and assessments shall be carried out for the purpose of determining if the work meets the specified requirements. If corrections to the work or system are found necessary, the tests and assessments shall be repeated until satisfactory results are obtained.

29. Defective Material and Workmanship

The Contractor shall promptly remove from the building all used materials and materials condemned by the LKDSB, as failing to conform to the Contract, whether incorporated in the work or not.

30. Location of Apparatus

The location of apparatus, fixtures, outlets, etc., shown or specified on drawings shall be considered as only approximate and subject to final review and approval by the LKDSB. The actual location shall be as directed and as required to suit the conditions at the time of installation. Before installation of the apparatus, the Contractor shall consult the LKDSB Manager of Facility Maintenance and Capital and ascertain the actual location required.

31. Measurements, Etc.

Before ordering any material or doing any Work, the Contractor shall verify all measurements at the building or as may be required for the proper fitting of his work and to make adjustable parts fit to fixed parts. The Contractor shall be responsible for the correctness of his figures and properly correct, without charge, any work that does not fit and furnish new work if necessary.

32. Cutting, Patching and Digging

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit to it, receive, or be received by work of other Contractors, shown upon, or reasonably implied by the Contract Documents and he shall make good after them as the LKDSB Manager of Facility Maintenance and Capital may direct. Any costs or expenses caused by poorly coordinated or ill-timed work shall be borne by the party responsible therefor.

The Contractor shall not endanger any existing work by cutting, digging or otherwise and shall not cut or alter the work of another Contractor save with the prior written consent of the LKDSB Manager of Facility Maintenance and Capital.

33. Furring In Pipes and Ducts

The Contractor shall be responsible for an acceptable job of furring in all pipes and ducts, where shown on the plans or reasonably expected in finished rooms. Furring in shall be carried out in the material of the walls, adjacent to the pipes, such as wood, masonry, etc.

34. Vouchers

The Contractor must produce, when called upon to do so by the LKDSB, vouchers to show that the Work and Materials are being paid for as the work progresses. The Contractor should submit approved Statutory Declaration with every invoice for payment.

35. Washrooms/Toilets

The Contractor shall provide, where required, and maintain in a sanitary condition, washrooms, and toilets for the use of all persons at the work site, and upon completion of the Work, remove it and contents, and leave its site in a neat, clean, and sanitary condition. Workers shall use designated washrooms as designated by the Contractor.

36. Work During School Hours

- 33.1 Work during school hours must be approved by the LKDSB Manager of Facility Maintenance and Capital and the appropriate School Principal. All construction and maintenance activities shall be confined to the areas of the school under construction. Fire exits shall be maintained at all times and physical barriers (hoarding/ 1.8 meter fencing, etc.) will be used to isolate the construction work from school staff and students.
- 33.2 The Contractor shall provide appropriate polyethylene plastic curtains between new construction and corridors to prevent dust penetration and provide doormats and take other appropriate precautions in these rooms to prevent dirt being tracked into the school.
- 33.3 The Contractor must co-operate and co-ordinate all building activities, which may interfere with the school, with the School Principal.

37. Security

- 34.1 The School must be left in a safe and secure condition at the end of every day. The Contractor is responsible for arming the building at the end of each day if school staff are not present.
- 34.2 The Contractor shall be solely responsible for loss or damage of his tools, equipment, or any materials on LKDSB property.
- 34.3 The Contractor shall ensure the work zone is clearly delineated with appropriate barricades to prevent unauthorized access.

38. Use of Premises before Acceptance

The LKDSB shall have the right to enter and occupy renovated parts of the building in whole or in part for the purpose of placing fittings and equipment or for other use, before completion of the contract, if in the opinion of the LKDSB Manager of Facility Maintenance and Capital such entry and occupation does not prevent or interfere with the Contractor in the performance of the completion of his contract within the time specified. Such entry and occupation shall not be considered as acceptance of the Work or in any way relieves the Contractor from his responsibility to complete the Contract.

39. LKDSB Equipment

All equipment, fixtures, doors, hardware, and all other items removed in the course of Work or renovations, and not required for completion of the Contract, shall be handed in to the LKDSB, where specified.

40. Guarantees

All Work is to be guaranteed for a period of one year after substantial or 100 percent completion of the Work, during which time any defects or imperfections that develop in the workmanship or materials used or any work affected in making good such imperfections must be made good promptly by the Contractor without cost to the LKDSB.

41. Acceptance

By reason of having submitted a tender, quotation and receiving direction from the LKDSB or its designate to commencing on the Work described herein, the Contractor does hereby acknowledge that it has read the specifications and does hereby accept these terms, conditions and specifications governing the work.

42. Application of LKDSB's Rules and Procedures and Criminal Background Checks

All policies and procedures applicable to the employees of the LKDSB regarding their conduct in connection with the business and affairs of the LKDSB shall, insofar as the same shall be required by the LKDSB, be applicable to the Contractor and the Contractor's Personnel while on the LKDSB's premises. It is the responsibility of the Contractor's Personnel to familiarize themselves with all such policies and procedures, which the LKDSB shall provide to the Contractor prior to, or at the time of execution of the Agreement.

In the event any of the Contractor's Personnel fails or refuses to abide by such policies and procedures, such Personnel shall be removed by the Contractor from performing any services for the LKDSB. In the event of such removal, no liability of any kind or nature whatsoever shall attach to the LKDSB. The LKDSB may also disallow admittance to any of the Contractor's Personnel to the LKDSB's premises where such Personnel fails or refuses to abide by the applicable policies and procedures.

The Contractor shall comply with any purchasing policies of the LKDSB, including without limitation, policies relating to accessibility standards, which may apply to the provision of Services pursuant to this Agreement.

If requested by the LKDSB, the Contractor shall, based on the LKDSB's internal hiring policies, provide a criminal background or security check of the Contractor's Personnel, in which case the following provisions will apply.

The Contractor covenants and agrees that it will not engage any Personnel who may come into direct contact with students on a regular basis, or who may have access to student information to supply the Services hereunder, where such Personnel has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and wellbeing of the students of the LKDSB. For the purposes of this Agreement, the LKDSB shall determine in its sole and unfettered discretion whether an employee of the Contractor may come into direct contact with students on a regular basis, or who may have access to student information and, whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Contractor covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges, and occurrences under the Criminal Code, the Narcotics Control Act, and any other convictions, charges, and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the RCMP at the Canadian Police Information Centre ("Criminal Background Check"), together with an Offence Declaration in a LKDSB-approved form for every Personnel of the Contractor who may come into direct contact with students on a regular basis, or who may have access to student information prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations.

The Contractor agrees to indemnify and save harmless the LKDSB from all claims, liabilities, expenses, and penalties to which it may be subjected on account of the Contractor engaging an employee in contravention of this section; or the Contractor's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this Agreement. In addition to and notwithstanding anything else herein contained, if the Contractor: engages a Personnel in contravention of this section, or fails to retain a Criminal Background Check and an Offence Declaration for Personnel of the Contractor who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the LKDSB will have the right to immediately terminate this Agreement without prejudice to any other rights which it may have in this Agreement, in law or in equity.

The LKDSB shall be entitled, on forty-eight (48) hours' prior written notice to attend at the head office of the Contractor for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the LKDSB may attend to such reviews at least twice per annum during the Term, and any renewal thereof.

In the event the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the LKDSB in the circumstances and in its sole and unfettered discretion, then the LKDSB will have the right to request that the Contractor prohibit the Personnel of the Contractor from supplying the Services to the LKDSB hereunder. Upon such request, the Contractor will forthwith affect such removal, without prejudice to any other rights which the LKDSB may have in this Agreement, in law or in equity.

43. Accessibility for Ontarians with Disabilities Act

43.1 The LKDSB is committed to the highest possible standards for accessibility. Contractor(s) must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations to achieve accessibility for Ontarians with disabilities.

43.2 In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the LKDSB has established policies, practices and procedures governing the provision of its services to persons with disabilities. Contractors are required to comply with the LKDSB's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Contractor.

44. Workplace Hazardous Materials Information System

44.1 The Contractor should provide Workplace Hazardous Materials Information System (WHMIS) material safety data sheets (MSDS) for all Services. Additionally, the Contractor should provide the LKDSB's personnel WHMIS training, as it relates to the Services, in accordance with the *Ontario Occupational Health and Safety Act*.

45. Environmental Issues

The Contractor shall provide environmentally friendly Services and related goods, which may include but not be limited to:

- Re-usability of any goods supplied or used in providing the Services
- Any initiative taken by the Contractor to minimize the amount and weight of packaging used for any goods and/or services supplied or used
- The ability of the Contractor to recycle any packaging and Goods supplied or used. Goods that are recyclable include paper, cardboard, glass bottles, metal cans, #1 plastic (polyethylene terephthalate), #2 plastic (high-density polyethylene), #4 plastic (low-density polyethylene) and #5 plastic (polypropylene).
- An opportunity for the LKDSB to return part of all of the Goods and packaging used in shipping or use during the delivery of service at no charge to the LKDSB.
- Certified Goods under Canada's Environmental Choice Program, Energy Star Program, or any other eco-labelling program.
- ISO 14001 certification as may be specified.

46. Canada's Anti-Spam Legislation

46.1 Contractors are required to comply with all applicable laws, including CASL, in providing goods or services to the LKDSB. This also extends to communications sent on the LKDSB's behalf. The Contractor(s) will be required to indemnify the LKDSB for any failure by the Contractor(s) to comply with CASL, to the extent that the Contractor(s) action, or inaction, could expose the LKDSB to liability.

47. Data Protection

The Contractor shall not disclose Data and shall only use Data as necessary to provide services to the LKDSB under this Agreement.

The Contractor shall not give its employees or agents access to the Data unless and until they have agreed not to disclose the personal information and to use the Data only as necessary to provide services to the LKDSB under this Agreement and to take other precautions to ensure the Contractor's compliance with the terms of the Agreement.

The Contractor shall employ physical, organization and technological security measures that are reasonable in the circumstances to ensure that the Data is protected against theft, loss, and unauthorized access, use or disclosure and to ensure that the records containing the Data are protected against unauthorized copying, modification or disposal. These obligations will apply regardless of which jurisdiction in which the Data is stored.

The Contractor shall notify the LKDSB immediately of gaining knowledge of an even in which:

1. the Data is stolen, lost, modified, disposed of, or accessed by unauthorized persons or suspected to be stolen, lost, copied, modified, disposed of, or accessed by unauthorized persons (each a "Security Incident"); or
2. a person makes a demand for access to, or disclosure of the Data based on a court order of other legal authority.

In the event of a Security Incident, the Contractor shall take prompt and appropriate steps to remedy and minimize the effects of such Security Incident and shall provide all necessary co-operation and assistance to the Board and shall comply with the Board's reasonable directions so that the Board is able to fulfill its obligations with respect to the Security Incident, and to notify individuals of such Security Incident, where appropriate.

Upon termination of the Agreement, the Contractor shall, at the written request of the Board, either return the Data to the Board or destroy the Data in compliance with the Municipal Freedom of Information and Privacy Act ("MFIPPA") and the Personal Information Protection and Electronic Documents Act ("PIPEDA") upon Board authorization. If authorized to destroy the Data, such destruction shall comply with MFIPPA and PIPEDA. If the Data is to be disposed of, the Contractor shall provide written confirmation to the Board of the disposal once it is completed.

The Contractor shall comply with all reasonable requests for information from the Board which are made for the purpose of ensuring the Contractor is in full compliance under this Agreement.

The Contractor shall, at all times, indemnify and save harmless the Board and each of its successors and assigns from and against any and all claims, actions, proceedings, liabilities, costs, losses, damages, expenses (including reasonable legal fees and disbursements) and demands, by whomever made, arising from or attributable to the Contractor's failure to meet its obligations under this Agreement.

48. Intellectual Property

The Contractor shall not use any intellectual property of the LKDSB, including but not limited to, logos, registered trademarks, or trade names of the LKDSB, at any time without the prior written approval of the LKDSB.

All Deliverables, documentation, services, and intellectual property rights of any kind derived and/or developed pursuant to Contract shall remain the exclusive property of the LKDSB.

49. Non-Disclosure Agreement

The LKDSB reserves the right to require any Contractor to enter into a non-disclosure agreement satisfactory to the LKDSB.

50. COVID-19

The Contractor, Subcontractor and any Contract Workers accessing an LKDSB facility shall comply with the COVID-19 protocols and requirements in effect at the time the facilities are accessed.

51. Document Conflicts

Should any clause of any documentation of a project conflict, the most stringent, at the LKDSB's discretion shall apply.