

General Conditions for Contractors/Sub-Contractors

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This contract is to supply all labour, supervision, equipment and materials to complete the scope of work at the facilities as defined in a manner, which is acceptable to the School Board.

The general conditions that follow are for the protection of all workers and individuals working on the Board's property or premises. The contractor must follow all directions provided by the Board. Failure to conduct work in accordance with the terms and conditions as described herein may result in their removal from Board property and/or termination of contract. The conditions contained herein may not cover all repair/ renovation/ construction work contracts or assignments. The contractor, however, must understand that the Board'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 sub-contractor 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, Board Emergency Numbers and the phone number and address of the school/building where work is being performed.

A copy of the Board's Occupational Health and Safety Policy and any other relevant and applicable materials (i.e. *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. 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 Board (Manager of Plant & Maintenance/Manager of Facility Services) or their designate. The Contractor must ensure a copy, as required has been forwarded to the Ontario Ministry of Labour.
- b) All workers shall be trained, experienced, qualified and appropriately licensed to carry out their work in the province of Ontario.
- c) Where the scope of work affects the structure of the building, a list of designated substances for each facility must be included in the tender package listed as "Designated Materials Survey Findings". If this list is missing, the bidder shall obtain such a list from the School Board prior to submitting tender.
- d) 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 general contractor / contractor shall have written health and safety policy and safe work procedures and must provide a copy to the Board before the commencement of any work in the case of a new contractor.

The general contractor / 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 Board's Plant Manager immediately. 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 Board representative.

1. Work Site Location

- 1.1. The general contractor / 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 general contractor / contractor shall obtain approval from the Board's Plant Manager or designate for location of temporary buildings, temporary office, storage sheds and workshops as required by the work throughout the period of construction. The general contractor / 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 general contractor / 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 general contractor / 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. Operation of Vehicles on Board Property

- 2.1. Prior written approval must be obtained from the School Principal when bringing vehicles on to a school playground during schools 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.
- 2.2. The general contractor / contractor must report to school office or school representative at the beginning of each work shift.

3. Tools and Equipment

- 3.1. The contractor is to provide his own tools and equipment. School Board equipment (i.e. ladders, etc.) are not to be used by the contractor.
- 3.2. The general contractor's / contractor's equipment/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.
- 3.3. Construction advertising signs are not permissible, except by prior written approval from the Plant Manager.

4. Hot Work

Contractors require a permit whenever hot work is being performed. These permits should be obtained from the appropriate Board's Building/Facility Services Department prior to beginning any hot work on School Board property.

5. Confined Space Work:

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

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).

The Facility 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 Board contact person.

6. Propane Tanks

The use of propane tanks must be pre-authorized by the Board. Propane tanks are not to be stored overnight and tanks that are not in use must not to 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 Board upon request.

7. Oxygen and Acetylene Cylinders

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 work day.

8. Natural Gas Piping

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.

9. Flammable Liquids

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.

10. Controlled Products (WHMIS)

All controlled products must be WHMIS labeled before being brought onto Board 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.

11. 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.

12. Fire Extinguishers

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

13. Cigarettes, Alcohol and Illegal Drugs

Smoking is not permitted on Board property. Consuming alcohol or illegal drugs on Board 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.

14. 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.

15. Liability Insurance

The general contractor / sub-contractor shall:

- (A) Secure and maintain, during the full term of this Contract, liability insurance coverage for the business to the extent of at least \$5,000,000 per incident and

Commercial general automobile liability insurance to the extent of \$2,000,000 per incident for all licensed vehicles provided, however, that if the contractor has already such coverage on his business in the said amount, he shall not be required to place additional coverage. The Board 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 sub-contractor workers are enrolled under the Workplace Safety and Insurance Board 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 on site work, they must first have applied to and be deemed a worker by the Workplace Safety and Insurance Board or receive an exemption in writing from the Plant Manager.

- (C) Pay all employees' wages and salaries promptly and pay for all materials promptly and shall indemnify and save harmless the Board 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 school properties, or any part thereof, at the expense of the Contractor and the Contractor agrees to indemnify the Board, against any damages and/or costs suffered or incurred by it as a consequence 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) Payment shall be made by the Board within 30 days upon receipt of properly certified invoices and completion of all details of project to the satisfaction of the School Board. All payments are subject to holdback pursuant to the provisions of the *Construction Lien Act*.
- (F) The amount payable to the contractor will not be increased or decreased by reason of any increase or decrease in the cost of plant equipment, labour, materials, taxes, or the wage.
- (G) No variation from the work that may involve or will result in an addition to the amount of the contract or reduction of quality, shall be proceeded with until approval in writing has been obtained from the Board.
- (H) The contractor agrees to indemnify the Board against any claims, fines and costs incurred by it as a result 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.

16. 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.

17. Cranes

Approval must be granted by the Board's Manager of Plant & Maintenance/Manager of Facility prior to erecting a crane on School Board Property. The area where the crane is to be placed must be properly vacated and where required (i.e. public way) fenced. Fencing must be erected around any crane that is to be left on site.

18. 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 Board's Plant or Safety Departments.) The contractor shall evaluate the potential presence of asbestos in the specific work zone. If asbestos is present, the Board's 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 Board's Asbestos Management Program.

The Board's Plant and/or Safety Departments will establish the asbestos removal contractor as the need may arise. Only Board designated Consultants and approved Abatement Contractors can be used for asbestos work. All work must be in compliance with the Board's Asbestos Management Program and the Board's 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.

19. 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 Board's 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 Board prior to work resuming.

20. Examination of Premises/Drawings/Specifications and Instructions

20.1 The general contractor / 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.

20.2 The general contractor / contractor shall carefully review and study all drawings, specifications and other instructions and shall at once report to the Board's Plant Manager 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.

21. Permits and Regulations

21.1 The general contractor / contractor shall obtain any required permits and conform to any existing applicable codes, such as 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.

21.2 The general contractor / 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. Injuries

Each contractor or sub contractor is responsible for responding to, providing treatment and transporting 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 Board's Health & Safety Department.

23. Co-operation

The general contractor, all other contractors, and all sub-contractors 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.

24. Supervision and Responsibility

The general contractor / contractor shall supervise and direct the work of all persons engaged in the work, including sub-contractors 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 and in a manner conforming to the best trade practices, to the complete satisfaction of the Board's Manager of Plant & Maintenance/Manager of Facility Services.

25. Taxes, Permits, Fees

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

26. Labour, Materials and Workmanship

26.1 The general contractor / 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 general contractor / 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 general contractor / contractor shall carry out all tests and assessments required by the Board 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.

27. Defective Material and Workmanship

The general contractor / contractor shall promptly remove from the building all used materials and materials condemned by the Board, as failing to conform to the contract, whether incorporated in the work or not.

28. 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 Board. 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 Board's Manager of Plant & Maintenance/Manager of Facility Services and ascertain the actual location required.

29. 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.

30. Cutting, Patching and Digging

The general contractor / 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 Board's Manager of Plant & Maintenance/Manager of Facility Services may direct. Any costs or expenses caused by poorly co-ordinated or ill-timed work shall be borne by the party responsible therefor.

The general contractor / 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 Board's Manager of Plant & Maintenance/Manager of Facility Services.

31. Furring In Pipes and Ducts

The general contractor / 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.

32. Vouchers

The general contractor / contractor must produce, when called upon to do so by the Board, vouchers to show that the work and materials are being paid for as the work progresses. The contractor may submit approved Statutory Declaration with every invoice for payment.

33. Washrooms/Toilets

The general contractor / 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 their employer.

34. Work During School Hours

- 33.1 Work during school hours must be approved by the appropriate Board Manager (i.e. Manager of Plant & Maintenance/Manager of Facilities) and the 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 general contractor / 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 general contractor / contractor must co-operate and co-ordinate all building activities, which may interfere with the school, with the School Principal.

35. Security

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

36. Use of Premises before Acceptance

The Board 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 Board's Manager of Plant & Maintenance/Manager of Facility Services 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.

37. Board's 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 Board, where specified.

38. 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 Board.

39. Acceptance

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

40. Application of Purchaser's Rules and Procedures and Criminal Background Checks

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

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

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

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

The Proponent 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 well being of the students of the Purchaser. For the purposes of this Agreement, the Purchaser shall determine in its sole and unfettered discretion whether an employee of the Proponent 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 Proponent 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 Purchaser-approved form for every Personnel of the Proponent 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 Proponent agrees to indemnify and save harmless the Purchaser from all claims, liabilities, expenses, and penalties to which it may be subjected on account of: the Proponent engaging an employee in contravention of this section; or the Proponent'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 Proponent engages a Personnel in contravention of this section, or fails to retain a Criminal Background Check and an Offence Declaration for Personnel of the Proponent 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 Purchaser 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 Purchaser shall be entitled, on forty-eight (48) hours' prior written notice to attend at the head office of the Proponent for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Purchaser may attend to such reviews at least twice per annum during the Term, and any renewal thereof.

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

41. Document Conflicts

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