

BC HYDRO SITE C CLEAN ENERGY PROJECT

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

for the Site C Clean Energy Project

Schedule 15

Records

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

SCHEDULE 15

RECORDS

TABLE OF CONTENTS

1	INTERPRETATION.....	1
1.1	Definitions	1
2	GENERAL REQUIREMENTS	1
2.1	Retention of Records	1
2.2	Destruction of Records and Delivery to BC Hydro	2
2.3	Records Management Protocol	2
3	NATURE OF RECORDS	2
3.1	Required Records and Retention Periods	2
4	RIGHT OF ACCESS TO RECORDS AND AUDITS	4
4.1	Right of Access to Records	4
4.2	Right of Audit	4
4.3	Audit Not a Waiver	4
APPENDIX 15-1	RECORD CLASSIFICATION REQUIREMENTS	

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

SCHEDULE 15

RECORDS

1 INTERPRETATION

1.1 Definitions

In this Schedule 15 [Records], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Records**” has the meaning set out in Section 2.1 of this Schedule 15 [Records]; and

“**Records Management Protocol**” has the meaning set out in Section 2.3 of this Schedule 15 [Records].

2 GENERAL REQUIREMENTS

2.1 Retention of Records

The Contractor will retain and maintain all documentation, information and data created or received by a Contractor Person, including: (i) all records, documents, notices, orders, requirements, invoices, payments, certificates, reports and drawings; and (ii) superseded documentation, information and data, referred to in Section 3 of this Schedule 15 [Records] (collectively the “**Records**”), as follows:

- (a) in accordance with the Contract, including Schedule 2 [General Conditions], Schedule 5 [Submittals Procedure], Schedule 7 [Environmental Obligations], Schedule 8 [Quality Management], Schedule 10 [Safety] and this Schedule 15 [Records];
- (b) in an accurate, complete, legible, readily identifiable, readily retrievable, readily accessible and organized manner, complete with computer generated and searchable meta-data;
- (c) in a form that is capable of Audit;
- (d) in accordance with the requirements of Good Industry Practice, including APEGBC standards, and all applicable Laws and Permits;
- (e) in accordance with the Contractor’s normal business practices and the Records Management Protocol to which BC Hydro has no objection;
- (f) in sufficient detail, in appropriate categories, consistent with the record classification requirements described in Appendix 15-1 [Record Classification Requirements], and generally in such a manner to enable each party to comply with its obligations and exercise its rights under this Contract;
- (g) in accordance with International Finance Reporting Standards (IFRS); and
- (h) so that BC Hydro will be able to access, review and take copies of any Records, including those that may be required for the ongoing operation, maintenance, repair, alteration, renovation or eventual disposal of any BC Hydro asset, facility, components, equipment or property delivered or impacted as part of the Work,

throughout the applicable retention period outlined in this Schedule 15 [Records].

2.2 Destruction of Records and Delivery to BC Hydro

Prior to destroying or disposing of any Records the Contractor will give BC Hydro not less than 60 days' written notice of the Contractor's intention to destroy or dispose of Records, together with details of the Records to be destroyed or disposed of. If within such 60-day period BC Hydro gives notice to the Contractor that BC Hydro wishes to receive any of the Records, then the Contractor will, at no additional cost or expense to BC Hydro, deliver up such Records to BC Hydro in the manner and at the location or locations as BC Hydro specifies, acting reasonably.

2.3 Records Management Protocol

Within 90 days after the Effective Date, the Contractor will prepare and submit a comprehensive records management protocol detailing the Contractor's practices and procedures for management, organization, classification, back-up and safe custody of Records in accordance with the requirements of this Schedule 15 [Records] (the "**Records Management Protocol**").

The Contractor will:

- (a) implement the Records Management Protocol, to which BC Hydro has no objection, within 120 days after the Effective Date; and
- (b) review and amend or update the Records Management Protocol from time to time throughout the term of this Contract, as necessary to ensure that the Records Management Protocol at all times complies with the requirements of this Schedule 15 [Records].

The Contractor will submit all updates or amendments to the Records Management Protocol to BC Hydro for Review. The Contractor will not implement any proposed updates or amendments to the Records Management Protocol until the applicable updates or amendments have been submitted for Review and returned with an endorsement confirming that BC Hydro has no objection to the updates in accordance with Schedule 5 [Submittals Procedure].

3 NATURE OF RECORDS

3.1 Required Records and Retention Periods

The Contractor will retain, and will require its Subcontractors to retain, the following:

- (a) the Contract and agreements with Subcontractors, including all amendments to the Contract and such agreements, for a period of ten years after termination of the Contract;
- (b) the drawings, plans, records and other Work documentation required under Schedule 2 [General Conditions] or Schedule 6 [Specifications and Drawings] for a period of ten years after termination of the Contract;
- (c) all documents relating to all Permits, including applications, refusals and appeals, for a period of ten years after the expiry date of the relevant Permit;
- (d) all electronically and manually recorded information, notices, reports (including test reports, results and certificates) and other documents relating to the Work, the Site and any other such documents described in Schedule 2 [General Conditions] or in Schedule 6 [Specifications and Drawings], for a period of ten years after termination of the Contract;

- (e) all records relating to any inspections of the Work conducted under applicable Laws or Permits or by or for any Governmental Authority, for a period of ten years after termination of the Contract;
- (f) all orders or other requirements issued to the Contractor by any Governmental Authority in relation to the Work or the Site for a period of ten years after such order or requirement has been satisfied by the Contractor;
- (g) all Quality Records, including electronically or manually recorded reports and information related to Quality management, all testing certificates related to the Work and all other records described in Schedule 8 [Quality Management], for a period of ten years after creation;
- (h) all electronically or manually recorded reports and information related to safety and security management in relation to the Work or the Site, including the date and time of any incidents and any other records described in Schedule 10 [Safety], for a period of ten years after creation of such reports and information;
- (i) all electronically or manually recorded reports and information related to environmental protection in relation to the Work or the Site, including the date and time of any Environmental Incidents and any other records described in Schedule 7 [Environmental Obligations], for a period of 20 years after creation;
- (j) all electronically or manually recorded reports and information related to environmental management in relation to the Work or the Site, including the date and time of any Environmental Incidents and any other records described in Schedule 7 [Environmental Obligations], for a period of 20 years after each such event;
- (k) all electronically or manually recorded information and documents related to external relations, including public, stakeholder, Government Authority and Aboriginal groups, in relation to the Work or the Site, for a period of ten years after termination of the Contract;
- (l) all electronically or manually recorded reports and information related to environmental remediation and waste disposal, including the date and time of any incidents, in relation to the Work or the Site, for a period of 20 years after creation of such reports and information;
- (m) invoices and payments, including relevant calculations, statements, manifests, receipts, vouchers, calculations, reports, data, time and material costing records with respect to the performance of the Work undertaken on a time and materials or cost plus basis (and for certainty, excluding such documents with respect to the Contractor's prices for the fixed price portion of the Work), for a period of ten years after the end of the fiscal year within which they were created;
- (n) all documents relating to events of Force Majeure and the consequences of such events for a period of ten years after the relevant event occurred, or in the case of a matter in Dispute, for a period of ten years after a determination has been made with respect to such Dispute;
- (o) all notices delivered to or received from Hydro's Representative for a period of ten years after receipt;
- (p) all documents relating to a referral to the Dispute Resolution Procedure for a period of ten years after a determination has been made with respect to such referral;
- (q) all documents submitted in connection with any Change, for a period of ten years after creation of such documents;
- (r) all records required by Laws or Permits (including in relation to health, safety, environmental and waste management matters) to be maintained by the Contractor with respect to the Work, for a

period of ten years after creation of such records, or such other retention period determined by the applicable Laws or Permits, whichever is longer;

- (s) all documents relating to insurance and insurance claims in relation to the Project, the Work or the Site, for a period of ten years after the relevant claim is settled;
- (t) records of all internal and external meetings in relation to the Work or the Site, including any minutes, presentation materials and other documents produced for, or in respect of, such meetings, for a period of ten years after termination of the Contract;
- (u) all other documentation, information and data in relation to the Work or the Site, including any records, notices or certificates, required to be produced or maintained by the Contractor pursuant to the express terms of the Contract, for a period of ten years after termination of the Contract; and
- (v) all other documentation, information and data in relation to the Work or the Site, including any records, documents, reports, and drawings, of any kind whatsoever for which there is no specified retention period set out in the Contract, for a period of not less than ten years from the date of creation.

4 RIGHT OF ACCESS TO RECORDS AND AUDITS

4.1 Right of Access to Records

BC Hydro, including its authorized agents and representatives, may at any time and from time to time, during the term of the Contract or at a time during the retention periods outlined in this Schedule 15 [Records], at BC Hydro's expense, upon reasonable written notice to the Contractor, inspect and take copies of any Records for the purpose of obtaining or verifying any information relevant to the completed Work (including for ongoing operation or any maintenance, repair, alteration, renovation or eventual disposal or other such work), or relevant to other BC Hydro assets.

4.2 Right of Audit

The Contractor will, upon reasonable written notice, make any and all Records available to BC Hydro and its authorized agents and representatives, during the performance of the Work and during any period of retention as described in this Schedule 15 [Records] for review and audit. The Contractor will, upon written request from Hydro's Representative within such time periods, provide BC Hydro with a copy of any such Records in a form satisfactory to BC Hydro, acting reasonably.

4.3 Audit Not a Waiver

No audit conducted by BC Hydro will at any time constitute approval or acceptance of any Work under the Contract, nor be considered a waiver by BC Hydro of any of the terms of the Contract or its rights at law, nor relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work in accordance with the requirements of the Contract.