SCHEDULE 8

QUALITY MANAGEMENT

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SCHEDULE 8

QUALITY MANAGEMENT

1 INTERPRETATION

1.1 Definitions

In this Schedule 8 [Quality Management], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

"Audit" has the meaning set out in ISO 9000;

"**Construction Quality Management Plan**" has the meaning set out in Appendix 8-2 [Construction Quality Management Plan];

"Corrective Action" has the meaning set out in ISO 9000;

"**Design Quality Management Plan**" has the meaning set out in Appendix 8-1 [Design Quality Management Plan];

"External Quality Audit" has the meaning set out in Section 6.1 of this Schedule 8 [Quality Management];

"Final Quality Report" has the meaning set out in Section 7.3 of this Schedule 8 [Quality Management];

"Hold Point" means a point in the performance of a component or element of the Work past which the Contractor will not proceed without the prior written approval of Hydro's Representative;

"Inspection" has the meaning set out in ISO 9000;

"Inspection and Test Plans" has the meaning as set out in Appendix 8-2 [Construction Quality Management Plan];

"Internal Quality Audit" has the meaning set out in Section 6.1 of this Schedule 8 [Quality Management];

"**ISO**" means the series of standards, developed and published by the International Organization for Standardization in effect as of the Effective Date, which for certainty includes ISO 9000 and ISO 9001;

"**Nonconformity**" means an element of the Work that for any reason does not conform to the requirements of the Contract Documents;

"**Nonconformity Report**" has the meaning set out in Section 8.1(a)(ii) of this Schedule 8 [Quality Management];

"**Nonconformity Tracking System**" has the meaning set out in Section 8.2 of this Schedule 8 [Quality Management];

"Preventive Action" has the meaning set out in ISO 9000;

"Quality" has the meaning set out in ISO 9000;

"Quality Documentation Submittals" has the meaning set out in Section 3.1 of this Schedule 8 [Quality Management];

"Quality Management" has the meaning set out in ISO 9000;

"Quality Management Plans" means the Design Quality Management Plans and the Construction Quality Management Plans;

"Quality Management System" or "QMS" has the meaning set out in ISO 9000;

"Quality Manager" has the meaning set out in Section 4.1 of this Schedule 8 [Quality Management];

"Quality Manual" has the meaning set out in Section 3.2 of this Schedule 8 [Quality Management];

"Quality Objectives" has the meaning set out in ISO 9000;

"Quality Policy" has the meaning set out in ISO 9000;

"Quality Progress Report" has the meaning set out in Section 4.2(h) of this Schedule 8 [Quality Management];

"Quality Record" has the meaning set out in Section 7.1 of this Schedule 8 [Quality Management]; and

"Witness Point" means a point in the performance of a component or element of the Work, as defined in the Contract Documents, for which BC Hydro is entitled to review the Work performed before the Contractor proceeds with related Work.

2 QUALITY MANAGEMENT SYSTEM

2.1 Quality Management System

The Contractor will develop and implement a Quality Management System in accordance with the requirements of this Schedule 8 [Quality Management] and the terms of this Contract. The Contractor is solely responsible for the Quality of the Work and the Contractor acknowledges that a comprehensive Quality Management System is critical for the proper and timely completion of the Work.

2.2 Contractor Responsibilities

The Contractor is responsible for all Quality activities required to manage the performance of the Work including its own processes as well as those of all Subcontractors, and will require that all workers, including Subcontractors' workers comply with the requirements of the Quality Management System.

2.3 Quality Management System Requirements

The Contractor's Quality Management System will comply with:

- (a) the requirements and principles of the ISO 9001 Standard;
- (b) Good Industry Practice; and
- (c) all other requirements set out in this Schedule 8 [Quality Management] and the other terms and conditions of this Contract.

3 QUALITY DOCUMENTATION SUBMITTALS

3.1 <u>Submittals</u>

Without limitation to the requirements of ISO 9001, the Contractor will prepare and submit all documents and deliverables required to be submitted to BC Hydro pursuant to the Contract Documents (collectively, the "**Quality Documentation Submittals**") in accordance with the requirements of this Schedule 8 [Quality Management], and, except as expressly stated in the Contract Documents to be submitted for Consent or For Information Only, the Quality Documentation Submittals will be submitted for Review.

3.2 Quality Manual and Quality Management Plans

The Contractor will prepare and submit to Hydro's Representative for Consent within 90 days after the Effective Date a Quality manual (the "**Quality Manual**") that describes the Quality Management System for all aspects of the Work. The Quality Manual will describe and establish the Quality Policy and Quality Objectives for all aspects of the Work and, in accordance with the requirements of the ISO 9001 Standard, will describe the processes that will be established, implemented, controlled, and continually improved to achieve the established Quality Policy and Quality Objectives.

The Contractor will prepare and submit to BC Hydro for Consent Quality Management Plans in accordance with Appendix 8-1 [Design Quality Management Plan] and Appendix 8-2 [Construction Quality Management Plan] to this Schedule 8 [Quality Management].

3.3 Continual Improvement in Quality Management System

The Contractor will implement a program and will have mechanisms in place, such as management reviews and Quality Audit programs, that will record, track, implement or close out all identified opportunities for improvement. The Contractor will conduct reviews of the continual improvement program no less than annually.

The continual improvement program will be applied to continually improve the effectiveness and efficiency of the Quality Management System. Improvements to the Quality Management System will be documented and updates will be submitted to BC Hydro so that BC Hydro at all times has the Contractor's current Quality Manual.

3.4 BC Hydro's Right to Audit QMS

BC Hydro may at any time and from time to time audit any element of the Contractor's Quality Management System. The Contractor will submit to BC Hydro any Quality Management procedures or Quality Management documentation in respect of the Work as may be requested by BC Hydro.

4 QUALITY MANAGER

4.1 <u>Qualifications, Appointment and General Responsibilities</u>

At all times during the performance of the Work the Contractor will employ a person as Quality manager (the "Quality Manager") with the qualifications as set out below who will, irrespective of such person's other responsibilities, have defined authority for ensuring the establishment, implementation and maintenance of the Quality Management System in the performance of the Work and auditing and reporting on the performance of the Quality Management System during the performance of the Work. The Quality Manager will be a full time role, with no other responsibilities. The Quality Manager will:

(a) report to or have delegation from the Contractor's Representative for Quality matters with respect to the Work independently from persons responsible for the performance of the Work;

- (b) be either:
 - (i) a certified QMS Lead Auditor; or
 - (ii) have experience in a similar quality management representative role for a similar project; and successfully completed an ISO 9001 Lead Auditor course; and

(c) be either:

- (i) a Professional Engineer with a minimum of ten (10) years of relevant experience; or
- (ii) an individual with a minimum of twenty (20) years of relevant experience.

4.2 Specific Responsibilities

Without limiting the generality of the foregoing, the job specification and responsibilities of the Quality Manager will include the following:

- (a) develop, implement and maintain, and ensure the effective operation of the Quality Management System;
- (b) initiate management reviews, not less frequently than annually, and take other actions necessary to ensure the effective operation and continual improvement of the Quality Management System;
- (c) develop, implement and maintain, and ensure the effective operation of, the Quality Management Plans in the context of the Quality Management System;
- (d) manage, and if appropriate delegate, Quality assurance and Quality control activities as part of the Quality Management Plans for the Work;
- (e) lead a Quality team that is independent from the Contractor's team that is responsible for the execution and performance of the Work;
- (f) prepare Quality Audit plans and schedule and coordinate Internal Quality Audits and External Quality Audits of key processes with Contractor's workers and with the Subcontractors' workers (including as applicable the designers);
- (g) as may be delegated from the Contractor's Representative liaise with Hydro's Representative with respect to Quality matters;
- (h) prepare monthly reports concerning progress on Quality matters ("**Quality Progress Reports**") for submission to BC Hydro;
- (i) ensure that relevant Quality Records are completed as required and retained in accordance with the Quality Management System; and
- (j) develop and implement a program for Corrective Action and Preventive Action.

5 INSPECTION AND TESTING

5.1 Inspection and Testing Requirements

If in accordance with the provisions of the Contract Documents the Contractor is required to carry out any inspection or testing, the Contractor will perform, or cause the performance, of such inspection and

testing in accordance with the provisions of Section 5 of this Schedule 8 [Quality Management] except if and to the extent such provision of the Contract Documents expressly directs or permits otherwise.

Any reference to inspection and testing by the Contractor will include inspection and testing performed by any third party or independent certified laboratory or agency engaged by the Contractor.

The Contractor will monitor the performance of the Work, including the inspection and testing, and all other actions required by the Quality Documentation Submittals that are performed by workers, Subcontractors, agents or independent test facilities and laboratories, to ensure compliance with the requirements of this Contract.

5.2 Accreditation Standards

All testing and inspection of the Work performed by or on behalf of the Contractor will be performed by personnel or entities that meet the following standards:

- (a) all on and off Site inspection and testing will be carried out by agencies, personnel and laboratories that are duly accredited in accordance with Good Industry Practice for the carrying out of inspection and testing of work similar in nature, scale and scope to the Work being tested or inspected; and
- (b) laboratory accreditation will be in accordance with ISO/IEC 17025, provided that, for specific activities Hydro's Representative may require other industry-recognized accreditation in lieu of ISO/IEC 17025, including:
 - concrete, concrete materials and flowable mortar (including activities of sampling, making, storing and transport of test pieces, taking concrete cores and carrying out concrete strength, slump, air content and density tests) will meet or comply with CSA A283, "Qualification Code for Concrete Testing Laboratories", to the appropriate category for the tests being done and using testing procedures in accordance with the latest edition of CSA A23.1 and A23.2;
 - (ii) structural steel and welding will meet or comply with CSA W178.1, "Certification of Welding Inspection Organizations";
 - (iii) protective coatings will meet the standards of the "National Association of Corrosion Engineers", as appropriate to the Work being carried out; and
 - (iv) any other laboratory accreditations specifically identified in the Contract.

5.3 Notice of Inspection and Testing

The Contractor will give written notice to Hydro's Representative of all inspection and testing for which there is an associated BC Hydro Witness Point or Hold Point specified in the Contract Documents or in the relevant Inspection and Test Plan and any changes to an Inspection and Test Plan at least four Business Days for activities on Site, and ten Business Days for activities off-Site, prior to the start of the inspection and testing for the relevant Work. All access and facilities necessary for Hydro's Representative to witness the performance of inspection and testing will be provided by Contractor as part of the Work.

5.4 Inspection and Test Records and Reports

Without limiting the requirements of the Contract Documents, the applicable standards and the Quality Documentation Submittals, all inspection and test records and reports will include:

- (a) the item tested;
- (b) test equipment used;
- (c) actual results of the applicable inspection and testing;
- (d) remarks regarding conformance with this Contract;
- (e) photographs of the Work;
- (f) calibration certificates and records for testing equipment used;
- (g) name and position of the person who actually performed the measurements;
- (h) name, position and signature of the person (e.g., Quality Manager, engineer of record) who verified and approved the measurements; and
- (i) contact information of the entity (Contractor or Subcontractor) responsible for the applicable inspection and testing.

For certainty, all inspection and testing records and reports will be deemed to be a Quality Record.

6 QUALITY AUDITS

6.1 <u>Contractor's Quality Audits</u>

The Contractor will conduct Audits of Quality ("Internal Quality Audits") and retain third parties to conduct Audits of Quality ("External Quality Audits") of the Contractor's and Subcontractors' Work in accordance with the requirements of this Schedule 8 [Quality Management], the Quality Management Plans and ISO 9001 to ensure that the Quality Management Systems and Quality Management Plans are effective, fully implemented and functioning in accordance with the Contract. The Contractor's Quality Audit process will identify non-compliances with the requirements of the Contract Documents, necessary Corrective Actions and Preventive Actions and facilitate continual improvement.

The Contractor will document, or cause to be documented, the results of such Quality Audit in an audit report and make such report available to Hydro's Representative upon request.

The Quality Manager will schedule Internal Quality Audits and External Quality Audits to ensure that all key processes are reviewed regularly (at least annually).

Where necessary, follow-up Quality Audits will be scheduled to ensure that identified Corrective Actions and Preventive Actions are carried out by the Contractor in a timely fashion.

6.2 <u>BC Hydro's Quality Audits</u>

Hydro's Representative may, pursuant to the submission of the Quality Documentation Submittals in accordance with this Schedule 8 [Quality Management], review the Quality Documentation Submittals to identify the critical activities and processes identified in the Quality Manual and Quality Management Plans on which BC Hydro's auditing efforts and resources should be directed.

The Contractor will provide and will ensure its workers and Subcontractors provide Hydro's Representative with all documentation, records, access, facilities and assistance for the safety and convenience of Hydro's Representative.

Hydro's Representative may employ independent auditors, and inspection and testing agencies. These agents will be afforded the same facilitation provided to Hydro's Representative.

7 QUALITY DOCUMENTATION

7.1 <u>Quality Records</u>

The Contractor will establish and maintain a complete and accurate set of all Quality management records (each a "Quality Record"). The Contractor will ensure that a complete set of Quality Records is maintained and retained in accordance with the requirements of Schedule 15 [Records].

The Quality Records will provide objective evidence of conformance with all requirements of the Contract Documents in the performance of the Work, compliance with the ISO 9001 Standard and the effective operation of the Quality Management System.

Each Quality Record will be traceable to the actual components of the Work to which it applies.

Unless otherwise agreed by BC Hydro in writing, all Quality Records will be available to BC Hydro upon request.

7.2 Quality Progress Reports

For each month of the Project, the Contractor will prepare and submit to Hydro's Representative For Information Only on or before the seventh calendar day of the following month, a comprehensive Quality Progress Report.

Each Quality Progress Report will address all Quality management activities under each of the Quality Management Plans for the applicable reporting period and any outstanding Quality issues from prior reporting periods.

The Quality Progress Reports will, as a minimum, include the following information separately identified for the Quality Manual and for each Quality Management Plan:

- (a) a Nonconformity Report log summarizing the Nonconformity Tracking System, highlighting each Nonconformity's status and progress of disposition;
- (b) Corrective Action and Preventive Action logs providing details of the Corrective Actions and Preventive Actions performed to date and their close-out status;
- (c) a summary of any inspection and testing activities conducted, including identification and review status of all related inspection and testing plans;
- (d) Internal Quality Audits and External Quality Audits including any third party Quality Audits performed;
- (e) any continual improvement initiatives taken;
- (f) any changes made to the Quality Management System or the Quality Management Plans in compliance with the provisions of this Contract; and
- (g) progress report photos.

7.3 Final Quality Report

The Contractor will, not later than 30 days after Substantial Completion of Work, submit to BC Hydro a Final Quality Report (each, a "**Final Quality Report**") to provide objective evidence that the Quality of the Work satisfies the requirements of this Contract. The Final Quality Report will be a compilation of all the Quality Documentation Submittals produced during and in connection with the performance of the Work.

8 <u>NONCONFORMITIES</u>

8.1 <u>Nonconformity Reporting Process</u>

The Contractor will manage Nonconformities as follows:

- (a) upon discovery of a Nonconformity, the Contractor will:
 - (i) within one Business Day notify BC Hydro in writing of such Nonconformity; and
 - (ii) within two Business Days enter a report of such Nonconformity into the Nonconformity Tracking System along with a proposed time frame in which to remedy and correct the Nonconformity (a "Nonconformity Report");
- (b) the Contractor will finalize a proposed remedial plan to remedy and correct the Nonconformity within the time identified in the applicable Nonconformity Report and included in the Nonconformity Tracking System;
- (c) the Contractor will verify implementation of the proposed remedial plan within the time identified in the applicable Nonconformity Report and included in the Nonconformity Tracking System;
- (d) the Contractor will use reasonable efforts to identify and record all Nonconformities;
- (e) the Contractor will implement effective Corrective Actions and Preventive Actions as identified in Quality Management Plans to prevent recurrences of Nonconformities; and
- (f) if at any time Hydro's Representative becomes aware of a Nonconformity or risk of Nonconformity, Hydro's Representative may issue a written report describing the Nonconformity, without prejudice to any other right or remedy available to BC Hydro (although except as may be expressly stated otherwise in the Contract Documents, nothing in this Schedule 8 [Quality Management] will impose any obligation on BC Hydro to inspect the Work to identify Nonconformities, and any inspection of the Work by BC Hydro will be for the sole and exclusive benefit of BC Hydro).

8.2 <u>Nonconformity Report Tracking System</u>

The Contractor will establish and maintain a tracking system (the "**Nonconformity Tracking System**") to monitor the status of all Nonconformity Reports initiated by BC Hydro and the Contractor. The Nonconformity Tracking System will:

- (a) comprise a single repository containing Contractor and BC Hydro initiated Nonconformity Reports;
- (b) have the ability to attach supporting material such as photos and documents to a Nonconformity Report;
- (c) provide the Contractor and BC Hydro remote access by computer to the current Nonconformity Report status, dates, data and supporting material;

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(e) have the date and time at which Nonconformities were identified or discovered, rectified and closed.

APPENDIX 8-1

DESIGN QUALITY MANAGEMENT PLAN

1 DESIGN QUALITY MANAGEMENT PLAN

1.1 With respect to any design of the Work for which, pursuant to the Contract Documents, the Contractor is responsible, the Contractor will prepare a Quality management plan (the "**Design Quality Management Plan**"), that describes how the Contractor intends to manage and provide evidence of the design processes for such design in accordance with the ISO 9001 Standard, the Quality Management System requirements stated in the Quality Manual and the provisions of this Contract, to BC Hydro. The Contractor will submit the Design Quality Management Plan to BC Hydro for Consent within 90 days after the Effective Date.

1.2 In addition to any other requirements of the Contract Documents, the Design Quality Management Plan will include:

- (a) an organizational chart identifying key design management personnel (including the Quality Manager) and the linkage with Contractor's overall Quality Management System as documented in the Quality Manual;
- (b) a description of the responsibilities, qualifications, and authority of the above personnel;
- (c) identification of the lead persons responsible for the design; and
- (d) a communication strategy relating to Quality between all members of the Contractor's design team and BC Hydro including monthly meetings to discuss the Quality Progress Report concerning design for such month.

1.3 The Design Quality Management Plan will, at a minimum, include or reference detailed quality system procedures and process flow charts for the following processes:

- (a) design input and output review;
- (b) design verification to ensure that design input requirements have been met;
- (c) design validation to ensure that the final product is capable of meeting its intended use;
- (d) design changes at all Work stages;
- (e) External Quality Audits of Subcontractor(s) engaged in design activities;
- (f) Internal Quality Audits;
- (g) Corrective Actions, Preventive Actions and opportunities for improvement;
- (h) document management; and
- (i) control of design documents and Quality Records.

1.4 The Design Quality Management Plan (and updates to the plan) will be reviewed and approved by the Quality Manager prior to submittal to BC Hydro.

APPENDIX 8-2

CONSTRUCTION QUALITY MANAGEMENT PLAN

1 CONSTRUCTION QUALITY MANAGEMENT PLAN

1.1 The Contractor will prepare and submit a construction Quality management plan (the **"Construction Quality Management Plan**") that describes how the Contractor intends to manage and provide objective evidence of the processes in connection with the construction activities in accordance with the ISO 9001 Standard, the Quality Management System requirements stated in the Quality Manual and the provisions of this Contract, to BC Hydro for Consent within 90 days after the Effective Date.

1.2 In addition to any other requirements of this Contract, the Construction Quality Management Plan will include:

- (a) an organizational chart identifying key construction quality personnel (including the Quality Manager and the manager responsible for Site laboratory testing) and the linkage with the overall Quality Management System as documented in the Quality Manual;
- (b) a description of the responsibilities, qualifications, and authority of the personnel identified under Section 1.2(a) of this Appendix 8-2 [Construction Quality Management Plan];
- (c) a description of the organizational interfaces between the personnel identified under Section 1.2(a) of this Appendix 8-2 [Construction Quality Management Plan] and the design and other disciplines;
- (d) identification of all Contractors and Subcontractors engaged in construction activities;
- (e) identification of all laboratories, inspection agencies and inspectors used by the Contractor in connection with the construction activities, including evidence of their accreditations and contact information;
- (f) a description of all Site test laboratories, including a plan to establish, certify, operate and maintain the laboratories in accordance with ISO/IEC 17025 standard, with the capability and capacity to handle the progression of the Work, and containing all testing equipment and personnel to fulfill all technical requirements of the Contract; and
- (g) a communications strategy relating to Quality between the Contractor, Subcontractors and BC Hydro including Site kickoff meetings and monthly meetings to discuss the Quality Progress Report concerning construction for such month.

1.3 The Construction Quality Management Plan will, at a minimum, include or reference detailed quality system procedures and process flow charts for the following processes:

- (a) inspection, calibration, sampling, testing, trials and monitoring;
- (b) materials identification and traceability;
- (c) quality assessment of Subcontractors engaged in both supply and construction activities;
- (d) purchasing process, information and verification;
- (e) preservation of product (packaging, handling, shipping and storage);

- (f) External Quality Audits of Subcontractors;
- (g) Internal Quality Audits;
- (h) control of nonconforming products;
- (i) Corrective Actions, Preventive Actions and opportunities for improvement;
- (j) document management;
- (k) Site test laboratory procedures; and
- (I) control of documents and Quality Records.

1.4 The Construction Quality Management Plan will include a requirement for the Contractor to prepare inspection and test plans (each an "**Inspection and Test Plan**") detailing all inspection and test activities for the Work to be performed by the Contractor and Subcontractors. BC Hydro may, it its sole discretion, identify Witness Points or Hold Points in such inspections and test activities based on criticality and Quality risks associated with the Work. A Hold Point cannot be waived unless BC Hydro has specifically waived a Hold Point in writing.

1.5 The Contractor will submit each Inspection and Test Plan to BC Hydro for Review at least 30 days prior to commencing the applicable construction activities, which Inspection and Test Plan will include, at a minimum:

- (a) a description of the inspection, calibration, sampling, testing, trial and monitoring activity;
- (b) reference to specific locations, components, and Subcontractors as appropriate;
- (c) frequency of inspection, calibration, sampling, testing, trials and monitoring;
- (d) reference to standards, codes, specifications, and acceptance criteria;
- (e) procedures, forms and checklists required;
- (f) reports and other Quality Records produced from inspection, calibration, sampling, testing and trials; and
- (g) personnel responsible for inspection, calibration, sampling, testing, trial and monitoring activities.

Complete Inspection and Test Plan records, and a certification that those records verify and confirm that the Work covered by the records has been completed in accordance with the requirements of the Contract Documents, will be retained by the Contractor in accordance with the requirements of Schedule 15 [Records].

1.6 The Construction Quality Management Plan will include procedures for Work, such as roller compacted concrete, for which the performance cannot be verified by subsequent monitoring or measurement.

1.7 The Construction Quality Management Plan and Inspection and Test Plans (and updates to the plans) will be reviewed and approved by the Quality Manager prior to submittal to BC Hydro.

1.8 For the purposes of this Section 1 of Appendix 8-2 [Construction Quality Management Plan], "construction activities" is deemed to include the supply and delivery to Site of significant equipment and bulk materials critical to the performance of the Work. In respect of such equipment and materials, the Contractor will submit an Inspection and Test Plan for those inspections and tests to be performed off Site, and a separate Inspection and Test Plan for those to be performed on Site.

2 <u>CONSTRUCTION QUALITY AUDITS</u>

2.1 Surveillance Quality Audits may be conducted by BC Hydro on a random basis or on specific areas of interest during Construction. The objective of surveillance Quality Audits will be to monitor the Contractor's activities involving its work practices, workmanship and general quality of materials.

2.2 Hydro's Representative may, during the performance by BC Hydro of a surveillance Quality Audit, record any observations and inform the Contractor of any deficiencies that require further evaluation and resolution.

2.3 The Contractor will provide Hydro's Representative with timely communication of and access to test data and reports. The Contractor will submit:

- (a) all construction material test reports to Hydro's Representative within 24 hours of test completion; and
- (b) all test results that verify conformance to all BC Hydro's Witness Points and Hold Points immediately after completion of the test.

2.4 The Contractor will include in the Construction Quality Management Plan a description of how the Contractor will provide Hydro's Representative with access to "real-time" test results and how test reports will be submitted to BC Hydro in an effective and efficient manner. If BC Hydro provides a web-based depository for test results and formal test reports, then the Contractor will upload the test results and formal test reports immediately after the Contractor receives the results and reports.