

MAIN CIVIL WORKS CONTRACT

SCHEDULE 15

RECORDS

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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].

2 GENERAL REQUIREMENTS

2.1 Retention of Records

The Contractor will retain and maintain all the records and reports (including superseded records and reports) referred to in Section 3 of this Schedule 15 [Records] (collectively the “**Records**”) as follows:

- (a) in accordance with the Contract Documents, 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 and organized manner, complete with computer generated and searchable meta-data;
- (c) in a form that is capable of audit; and
- (d) in accordance with the requirements of Good Industry Practice and all applicable Laws and Permits.

2.2 Original Records in Electronic Form

The Contractor will maintain all electronic data, records and reports, in a complete, readable and accessible form. The Contractor will retain all such records so that BC Hydro will be able to receive all records created as part of the Contract that are required for the ongoing operations, maintenance, and eventual disposal of any BC Hydro asset, facility, components, equipment or property delivered or impacted as part of the work.

2.3 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 its own cost and expense, deliver up such Records to BC Hydro in the manner and at the location or locations as BC Hydro specifies, acting reasonably.

If, from time-to-time, BC Hydro agrees to accept the long term retention of specific Records using electronic storage media (which must include secure back-up facilities), the Contractor will make or supply, or have made or supplied, the Records in such agreed upon form.

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 Documents, agreements with Subcontractors, including all amendments to such agreements for a period of ten years after termination of the Contract;
- (b) the "Record" 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 for a period of ten years after such order or requirement has been satisfied by the Contractor;
- (g) all electronically or manually recorded reports and information related to quality management and 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, 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, including the date and time of any environmental incidents and any other records described in Schedule 7 [Environmental Obligations], for a period of twenty years after creation;
- (j) all electronically or manually recorded reports and information related to environmental management, 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 agency and first nations, 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, 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 for a period of ten years after the relevant claim is settled;
 - (t) records of all internal and external meetings, 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 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) with respect to all other records, documents, reports, and drawings, of any kind whatsoever for which there is no specified retention period set out in the Contract Documents, 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 any Records for the purpose of obtaining or verifying any information relevant to the completed Work (including for any maintenance, repair, alteration, renovation 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 Documents.

MAIN CIVIL WORKS CONTRACT

APPENDIX 15-1

RECORD CLASSIFICATION REQUIREMENTS

For record and report retention purposes, the Contractor will classify in a manner consistent with, and assign the applicable record retention class or classes, as described in the following table, to each record and report referred to in Section 3.1 of this Schedule 15 [Records].

Record Retention Class	Description
MCW-001	Contract Documents, agreements with Subcontractors, including all amendments to such agreements
MCW-002	Drawings, plans, records and other Work documentation
MCW-003	Permits, including applications, refusals and appeals
MCW-004	Notices, reports (including test reports, results and certificates) and other documents relating to the Work
MCW-005	Records relating to any inspections
MCW-006	Orders or other requirements issued to the Contractor by any Governmental Authority
MCW-007	Reports and information related to quality management
MCW-008	Reports and information related to safety and security management including incidents and events
MCW-009	Reports and information related to environmental protection including incidents and events
MCW-010	Reports and information related to environmental management including incidents and events
MCW-011	Documents related to external relations, including public, stakeholder, government agency and first nations
MCW-012	Information related to environmental remediation and waste disposal,

Record Retention Class	Description
MCW-013	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)
MCW-014	Documents relating to events of Force Majeure and the consequences of such events
MCW-015	Documents relating to events of Force Majeure and the consequences of such events in the case of a matter in Dispute
MCW-016	Notices delivered to or received from Hydro's Representative
MCW-017	Documents relating to a referral to the Dispute Resolution Procedure
MCW-018	Documents submitted in connection with any Change
MCW-019	Records required by Laws or Permits to be maintained by the Contractor with respect to the Work
MCW-020	Documents relating to insurance and insurance claims
MCW-021	Records of all internal and external meetings, including any minutes, presentation materials and other documents produced for, or in respect of, such meetings
MCW-022	All other records, notices or certificates required to be produced or maintained pursuant to the express terms of the contract
MCW-023	All other records, documents, reports, drawings, of any kind whatsoever for which there is no specified retention period