

**SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT**

**SCHEDULE 15**

**RECORDS**

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# SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT

## SCHEDULE 15

### RECORDS

#### 1 **GENERAL REQUIREMENTS**

##### 1.1 Retention of Records

The Contractor will retain and maintain all the records and reports (including superseded records and reports) referred to in Section 2 of this Schedule 15 [Records] as follows:

- (a) in accordance with the Contract Documents, including Schedule 2 [Design and Construction Protocols], 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;
- (d) in accordance with the requirements of Good Industry Practice, including APEGBC standards, and all applicable Laws;
- (e) in accordance with the Contractor's normal business practices to which BC Hydro has no objection;
- (f) in accordance with International Financial Reporting Standards, as applicable; and
- (g) 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.

##### 1.2 Destruction of Records and Delivery to BC Hydro

Prior to destroying or disposing of any records or reports required to be maintained under Section 2 of this Schedule 15 [Records], the Contractor will give BC Hydro not less than 60 days' notice of the Contractor's intention to destroy or dispose of records or reports, together with details of the records or reports 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 or reports, then the Contractor will, at its own cost and expense, deliver up such records or reports 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 certain records or reports using electronic storage media (which must include secure back up facilities), the Contractor will make or supply, or have made or supplied, drawings and other documents in such agreed upon form.

## **2 NATURE OF RECORDS**

### **2.1 Required Records and Retention Periods**

Subject to, and without limiting, the requirements of the Contract Documents, the Contractor will retain, and will, where necessary, obtain from its Subcontractors and 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 described in Schedule 2 [Design and Construction Protocols] and 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 [Design and Construction Protocols] 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 by or for any Governmental Authority, for a period of ten years after the 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, 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 Law (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 Law, 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.

### **3 RIGHT OF ACCESS TO RECORDS AND AUDITS**

BC Hydro and its employees, agents and other representatives may at any time, at BC Hydro's expense, conduct an audit, examination or investigation of all the records and reports (including superseded records and reports) referred to in this Schedule 15 [Records], with the exception of the information specifically described under Sections 20.3(a), (b) and (c) of Schedule 2 [Design and Construction Protocols], and the Contractor will make available its facilities, records and reports and provide reasonable assistance, including providing copies, in the conduct of, and without limiting Schedule 12 [Changes] implement any recommendations from BC Hydro arising from, the audit, examination or investigation.

## SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT

### APPENDIX 15-1

#### RECORD CLASSIFICATION REQUIREMENTS

For record and report retention purposes, the Contractor will classify and assign the applicable record retention class or classes, as described in the following table, to each record and report referred to in Section 2.1 of this Schedule 15 [Records].

| <b>Record Retention Class</b> | <b>Description</b>   |
|-------------------------------|--|
| TG-001                        | Contract Documents, agreements with Subcontractors, including all amendments to such agreements              |
| TG-002                        | Drawings, plans, records and other Work documentation  |
| TG-003                        | Permits, including applications, refusals and appeals  |
| TG-004                        | Notices, reports (including test reports, results and certificates) and other documents relating to the Work |
| TG-005                        | Records relating to any inspections  |
| TG-006                        | Orders or other requirements issued to the Contractor by any Governmental Authority                          |
| TG-007                        | Reports and information related to quality management  |
| TG-008                        | Reports and information related to safety and security management including incidents and events             |
| TG-009                        | Reports and information related to environmental protection including incidents and events                   |
| TG-010                        | Reports and information related to environmental management including incidents and events                   |
| TG-011                        | Documents related to external relations, including public, stakeholder, government agency and first nations  |
| TG-012                        | Information related to environmental remediation and waste disposal,   |
| TG-013                        | Invoices and payments, including relevant calculations   |
| TG-014                        | Documents relating to events of Force Majeure and the consequences of such events                            |

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