

PORT MANN/HIGHWAY 1 PROJECT

SCHEDULE 17
RECORDS AND REPORTS

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PART 1
RECORDS

1.1 Constructor Records

The Constructor shall produce, maintain and update in accordance with this Agreement and the Records Management Protocol all records (collectively, the “**Records**”) required by this Agreement (including by Good Industry Practice) to be produced, maintained and updated by the Constructor pursuant to the DB Requirements or otherwise in connection with the DB Work, the Project Infrastructure and the Project Site, including, as applicable, all records specified or referred to in:

- (a) Section 4.14(a)(ix);
- (b) Section 5.2 [Test Recording and Reporting] of Part 3 of Schedule 4, the Design and Certification Procedure, the Traffic Management Plan, and all other plans referred to and requirements set out in Schedule 4 [Design and Construction];
- (c) [Intentionally Deleted]
- (d) Section 1.8 [Environmental Records] of Schedule 6, the Environmental Management Plan, and all other plans referred to and requirements set out in Schedule 6 [Environmental Obligations];
- (e) Section 5.8 [Quality Records] and Section 6.4 [Nonconformity Records] of Schedule 7, the Quality Management System, and all other plans referred to and requirements set out in Schedule 7 [Quality Management];
- (f) [Intentionally Deleted]
- (g) Section 8 [Retention of Personal Information] of Schedule 23; and
- (h) Part 14 [FHC Record Drawings and Reports] of Appendix A to Schedule 24 [Fraser Heights Connector], and all plans referred to and requirements set out in Schedule 24 [Fraser Heights Connector].

1.2 Management of Records

- (a) The requirements set out in this Schedule and the Records Management Protocol include the minimum requirements to be complied with, and are without prejudice to any Laws or Good Industry Practice which require the keeping of specified Records for a longer period or the production and maintenance of additional Records.
- (b) The Constructor shall produce, maintain and update all Records in accordance with all applicable requirements of this Agreement and the Records Management Protocol, including the requirements of the ISO 9001:2000 Standard that provide objective evidence of conformity to this Agreement as stated in, and in accordance with, Schedule 7 [Quality Management].
- (c) All Records produced and maintained by the Constructor in accordance with this Agreement must be accurate, complete, legible, readily identifiable, readily retrievable and in English.

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- (d) All financial Records produced and maintained by the Constructor in accordance with this Agreement must provide sufficient detail to identify all revenue and expenditures in respect of the DB Work on a gross basis.
- (e) The text of all documents shall be prepared and recorded using software systems agreed to by the Authority.
- (f) The Constructor shall comply promptly and at its expense with:
 - (i) all Laws relating to information, records and other documentation relating to or acquired, obtained or produced in connection with the DB Work, the Project Infrastructure or the Project Site or any part thereof; and
 - (ii) all requests or requirements of the Authority from time to time for the purpose of enabling the Authority, the Province or any other Governmental Authority to comply with its obligations under any Laws relating to information, records and other documentation relating to or acquired, obtained or produced in connection with the DB Work, the Project Infrastructure or the Project Site or any part thereof.
- (g) The Constructor and the Authority shall cooperate to develop documentation to support each party's compliance requirements under Laws, including the *Excise Tax Act* (Canada).

1.3 Records Management Protocol

- (a) Within 90 days following the Effective Date, the Constructor shall submit to the Authority's Representative, in accordance with the Consent Procedure, an initial protocol (the "**Records Management Protocol**") which complies with all requirements set forth in this Agreement (including compliance with Good Industry Practice and Laws) and any other policies and requirements that would from time to time be applicable to the creation, maintenance, management, retention and disposal of the Records if they were maintained by the Authority or the Province, including that:
 - (i) the Records Management Protocol must be consistent with and comply with the Constructor's Quality Management System and Quality Documentation and Schedule 7 [Quality Management];
 - (ii) the Records Management Protocol shall set forth minimum retention periods consistent with Section 1.4 [Retention of Records] of this Schedule and otherwise satisfactory to the Authority's Representative for each class of Records produced and maintained by the Constructor;
 - (iii) the Records Management Protocol shall set forth records management practices and procedures sufficient to ensure that the Records are organized, classified and retained in formats that enable the Constructor to meet all of its obligations in respect of the management of the Records under this Agreement, including the requirements set out in Section 1.2 [Management of Records] of this Schedule;

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- (iv) the Records Management Protocol shall include procedures (consistent with the Project Requirements and in accordance with Good Industry Practice) for backing-up and storage in safe custody of all Records that are generated by or maintained on a computer or in any other machine readable format;
 - (v) the Constructor shall keep all Records in safekeeping in such a manner as to ensure the integrity of the Records and at a location within British Columbia that is satisfactory to and approved by the Authority's Representative;
 - (vi) any warehouse or other facility used to store Records must meet the storage and security standards established by the Province's Corporate Information Management Branch;
 - (vii) notwithstanding any other terms of this Agreement, no Records shall be destroyed or otherwise disposed of without the express written consent of the Authority's Representative or as authorized under a records retention schedule approved by the Legislative Assembly of the Province;
 - (viii) any Records authorized for disposition shall be disposed of only in accordance with disposition standards established by the Ministry or by the Province's Corporate Information Management Branch;
 - (ix) the Constructor shall ensure that there is a designated and appropriately qualified person at all times responsible for the management of the Records and for liaison with the Authority's Representative in connection with all matters relating thereto;
 - (x) the Constructor shall keep on the Project Site at all times during Construction Activities one copy of all drawings for such Construction Activities;
 - (xi) the Constructor shall not sell, transfer or relocate any Records to the custody, physical or otherwise, of another jurisdiction or person other than to the Subcontractors; and
 - (xii) the Constructor shall not disclose any of the Records or contents thereof except subject to and in accordance with the provisions of this Agreement, including Section 17.1 [Confidentiality].
- (b) The Constructor shall:
- (i) where necessary; and
 - (ii) as otherwise required by the Authority's Representative from time to time,
- submit updates to the Records Management Protocol from time to time in accordance with the Review Procedure to ensure that the Records Management Protocol continues to meet the requirements of this Part and Good Industry Practice.

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- (c) The Constructor shall comply with, and shall cause the Subcontractors to comply with, the Records Management Protocol, as submitted and updated from time to time in accordance with this Part, in connection with all Records maintained by the Constructor under this Agreement.

1.4 Retention of Records

- (a) Without prejudice to any longer retention periods required under Laws (which shall be complied with by the Constructor), all Records shall be retained in accordance with the retention policies of the Authority and the Province, Good Industry Practice and Laws, and in any event for no less than the following periods:
 - (i) all as-built drawings shall be retained indefinitely and shall be systematically and periodically updated and filed so as to be readily retrievable; and
 - (ii) all Records relating to the subject matter of any dispute between the parties must be retained for at least seven years after the resolution of such dispute.
- (b) Where the required period set out in the Records Management Protocol for the retention of any Records has expired, the Constructor shall notify the Authority as to what it intends to do with such Records. If the Constructor intends then or subsequently to dispose of such Records, the Constructor shall so notify the Authority and if the Authority elects within 40 days of receipt of notice from the Constructor to receive such Records or any part thereof, then the Constructor, at its own cost, shall deliver such Records to the Constructor in the manner and at such location as the Authority reasonably specifies.

1.5 Procedure on Termination

- (a) Upon the expiry or termination for whatever reason of this Agreement, the Constructor will, at its own cost, deliver up to the Authority, in the manner and at such location as the Authority reasonably specifies, such Records as are in existence at the Termination Date and specified by the Authority or, where any such specified Records are required by Law to remain with the Constructor, copies thereof.
- (b) The Authority, so long as it retains possession thereof, shall allow the Constructor to inspect all Records delivered to the Authority pursuant to Section 1.5(a) of this Schedule on reasonable notice.

1.6 Audit and Inspection

All Records shall be kept in good order and in such form as to be capable of audit and inspection (including by electronic means to the extent that such Records were delivered by the Constructor or otherwise are maintained in an electronic format) by the Authority's Representative. The Constructor shall make all Records available at all reasonable times for audit or inspection by or on behalf of the Authority, the Province, BCTFA, the Province's Representative or any of their authorized representatives.

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1.7 Copies

The Authority and the Authority's Representative and any of their authorized representatives shall be entitled to take copies of the Records or any part thereof at the Constructor's cost and for that purpose to use such copying facilities as are maintained at the place where the Records are kept.

1.8 [Intentionally Deleted]

PART 2
REPORTS AND INFORMATION

2.1 Required Reports

The Constructor shall submit to the Authority, in accordance with this Agreement, all reports (collectively, the "**Reports**") provided for or specified in or required under the provisions of this Agreement and the DB Requirements, relating to the DB Work, including all reports specified or referred to in:

- (a) Section 4.14(c);
- (b) [Intentionally Deleted]
- (c) Section 1.3 [Review Meetings and Minutes], Section 5.2 [Test Recording and Reporting], Section 6.15 [Record Documentation] and Section 6.16 [Asset Inventory Data] of Part 3 of Schedule 4, the Design and Certification Procedure, the Traffic Management Plan, and all other plans referred to and requirements set out in Schedule 4 [Design and Construction];
- (d) [Intentionally Deleted]
- (e) Sections 1.9 [Environmental Reports] and Section 3.4 [Notification to Authority] of Schedule 6, the Environmental Management Plan, and all other plans referred to and requirements set out in Schedule 6 [Environmental Obligations];
- (f) Section 5.9 [Quality Management System Reports] and Section 6.1 [Nonconformity Reporting Process] of Schedule 7, the Quality Management System, and all other plans referred to and requirements set out in Schedule 7 [Quality Management];
- (g) Section 5.1 [Monthly Report] of Schedule 10;
- (h) Section 1.5 [First Nations Reporting] of Schedule 22; and
- (i) Part 14 [FHC Record Drawings and Reports] of Appendix A to Schedule 24, and all plans and requirements referred to or set out in Schedule 24 [Fraser Heights Connector].

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2.2 Number and Time

All Reports shall be submitted in such number and by such times as required by this Agreement or the applicable DB Requirements or, where no such number or time is so specified, in such number and at such time as may be reasonably required by the Authority.

2.3 Form

- (a) Unless otherwise specified in this Agreement or the applicable DB Requirements, the Reports shall be in such form as reasonably required by the Authority or, where a Report is required to be submitted periodically, in the same form as such Report was previously submitted until otherwise required by the Authority.
- (b) At the request of the Authority, each Report shall be accompanied by a copy of such Report or any part thereof on computer diskette or other electronic storage device in such form and compatible with such software as the Authority reasonably requires.

2.4 Further Information

The Constructor shall at any time and from time to time at its own cost provide the Authority with such further or other information with respect to the Project, the DB Work, the Project Infrastructure and the Project Site as the Authority may reasonably require.

2.5 Objections to Reports

- (a) If the Authority considers that any Report either has not been compiled in accordance with the provisions of this Agreement or has been based on erroneous information or data, then the Authority may serve a notice objecting to such Report on the Constructor within 30 days of receipt of such Report.
- (b) If any objection under Section 2.5(a) of this Schedule has not been resolved by agreement between the Authority and the Constructor within 14 days after the service of such notice, then any party may refer the matter to the Dispute Resolution Procedure for determination.

2.6 Revisions to Reports

If the resolution (whether by agreement or determination under the Disputes Resolution Procedure) of any objection made by the Authority pursuant to Section 2.5(a) [Objections to Reports] of this Schedule requires any revision or adjustment to any Report, then the Constructor shall as soon as practicable issue revised versions of each affected Report and such revised Report shall for all purposes of this Agreement take the place of the original Report.

2.7 [Intentionally Deleted]