

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 17  
RECORDS AND REPORTS**

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**PART 1  
RECORDS**

**1.1 Concessionaire Records**

The Concessionaire 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 Concessionaire pursuant to the Project Requirements or otherwise in connection with the Project, the Project Work, the Project Infrastructure and the Project Site, including 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) Article 4 [Documentation Requirements] of Appendix A to Schedule 5, Article 4 [Documentation Requirements] of Appendix B to Schedule 5, the Operation and Maintenance Plan, and all other plans referred to and requirements set out in Schedule 5 [OMR and End of Term];
- (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]; and
- (f) Section 8 [Retention of Personal Information] of Schedule 23.

**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 Concessionaire 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 Concessionaire 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 Concessionaire in accordance with this Agreement must provide sufficient detail to identify all revenue and expenditures in respect of the Project on a gross basis.
- (e) The text of all documents shall be prepared and recorded using software systems agreed with the Province's Representative.
- (f) The Concessionaire 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 Project, the Project Work, the Project Infrastructure or the Project Site or any part thereof; and
  - (ii) all requests or requirements of the Province from time to time for the purpose of enabling the Province, BCTFA 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 Project, the Project Work, the Project Infrastructure or the Project Site or any part thereof.
- (g) The Concessionaire and the Province shall cooperate to develop documentation to support each party's compliance requirements under Laws, including the *Excise Tax Act* (Canada).
- (h) The Concessionaire shall maintain proper and accurate accounts and records with respect to the Project in accordance with the Federal Cost Contribution Agreement, and shall permit the Province, the Federal Government and any member of the Management Committee (as defined in the Federal Cost Contribution Agreement), or their designates, to have access, at all reasonable times, to inspect any records and accounts maintained by the Concessionaire respecting the Project.

**1.3 Records Management Protocol**

- (a) Within 90 days following the Effective Date, the Concessionaire shall submit to the Province'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 Province or the Province, including that:
  - (i) the Records Management Protocol must be consistent with and comply with the Concessionaire'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 Province's Representative for each class of Records produced and maintained by the Concessionaire;

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- (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 Concessionaire 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;
  - (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 Concessionaire 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 Province'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) the Concessionaire shall retain any records of the Province to be retained by the Concessionaire pursuant to Section 1.8(d) of this Schedule in accordance with Section 1.8(d);
  - (viii) notwithstanding any other terms of this Agreement, no Records shall be destroyed or otherwise disposed of without the express written consent of the Province's Representative or as authorized under a records retention schedule approved by the Legislative Assembly of the Province;
  - (ix) 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;
  - (x) the Concessionaire 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 Province's Representative in connection with all matters relating thereto;
  - (xi) the Concessionaire shall keep on the Project Site at all times during Construction Activities one copy of all drawings for such Construction Activities;
  - (xii) the Concessionaire shall not sell, transfer or relocate any Records to the custody, physical or otherwise, of another jurisdiction or person other than to the Principal Contractors and Subcontractors; and
  - (xiii) the Concessionaire 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 Concessionaire shall:

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- (i) where necessary;
- (ii) following the expiry of the 180 day period referred to in Section 1.8(a) of this Schedule (to confirm whether any Province Records were delivered to the Concessionaire pursuant to Section 1.8(a) of this Schedule); and
- (iii) as otherwise required by the Province'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.

- (c) The Concessionaire shall comply with, and shall cause the Principal Contractors and 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 Concessionaire 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 Concessionaire), all Records shall be retained in accordance with the retention policies of the Province, Good Industry Practice, Laws and the requirements of the Federal Cost Contribution Agreement, 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,

provided that, in accordance with the Federal Cost Contribution Agreement, the proper and accurate accounts and records in respect of the Project to which the Province is entitled under this Agreement, including invoices, statements, receipts and vouchers, shall be kept for at least six years after the Total Completion Date.

- (b) Where the required period set out in the Records Management Protocol for the retention of any Records has expired, the Concessionaire shall notify the Province as to what it intends to do with such Records. If the Concessionaire intends then or subsequently to dispose of such Records, the Concessionaire shall so notify the Province and, if the Province elects within 40 days of receipt of such notice to receive such Records or any part thereof, then the Concessionaire, at its own cost, shall deliver such Records to the Province in the manner and at such location as the Province reasonably specifies.

**1.5 Procedure on Termination**

- (a) Upon the expiry or termination for whatever reason of this Agreement, the Concessionaire will, at its own cost, deliver up to the Province, in the manner and at such location as the Province reasonably specifies, such Records as are in existence at the

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Termination Date and specified by the Province or, where any such specified Records are required by Law to remain with the Concessionaire, copies thereof.

- (b) The Province, so long as it retains possession thereof, shall allow the Concessionaire to inspect all Records delivered to the Province 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 Province or otherwise are maintained in an electronic format) by the Province's Representative. The Concessionaire shall make all Records available at all reasonable times for audit or inspection by or on behalf of the Province, BCTFA, the Province's Representative, the Federal Government in accordance with the Federal Cost Contribution Agreement, or any of their authorized representatives. Without limiting the foregoing or any other provisions of this Agreement, the Minister may require any Records, in whole or in part, to be audited from time to time pursuant to the provisions of section 9 of the TIA.

**1.7 Copies**

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

**1.8 Province Records**

- (a) The Province shall be entitled at its own cost within 180 days after the Effective Date to deliver up to the Concessionaire all or any of the existing records (or copies thereof) of the Province or BCTFA in respect of the Project, the Project Work, the Project Infrastructure and the Project Site or any part thereof, together with a written description of the state of such records (the "**Province Records Description**").
- (b) The Concessionaire shall be deemed to have agreed with the Province Records Description unless, within 20 Business Days of receipt thereof by the Concessionaire, the Concessionaire notifies the Province's Representative of any discrepancies between the Province Records Description and the actual state of the Province's records delivered to the Concessionaire pursuant to Section 1.8(a) of this Schedule.
- (c) The parties shall within 15 Business Days of receipt by the Province's Representative of any notice served by the Concessionaire in accordance with Section 1.8(b) of this Schedule use all reasonable efforts to agree on any necessary amendments to the Province Records Description, and failing such agreement within such period a party may refer the matter to the Dispute Resolution Procedure.
- (d) The Concessionaire shall, at its own cost, retain the Province's records delivered to the Concessionaire pursuant to Section 1.8(a) of this Schedule in safe storage and in the state described in the Province Records Description, and such Province Records shall be

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treated for all purposes of this Agreement as though they were part of the Records referred to in Section 1.1 [Concessionaire Records] of this Schedule, provided that:

- (i) the Concessionaire shall not be required to retain such Province Records in any other state than that described in the Province Records Description; and
- (ii) such Province Records shall be kept separate from other Records, shall be clearly identified as records of the Province subject to the *Document Disposal Act* (British Columbia), and shall not be marked, altered, destroyed, or disposed of without prior written authorization from the Province's Representative.

**PART 2  
REPORTS AND INFORMATION**

**2.1 Required Reports**

The Concessionaire shall submit to the Province's Representative, 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 Project Requirements, including all reports specified or referred to in:

- (a) Section 4.14(c);
- (b) Section 2.7 [Financial Reporting] of this Schedule;
- (c) Section 1.3 [Review Meetings and Minutes], Section 5.2 [Test Recording and Reporting], Section 6.9 [Record Documentation] and Section 6.10 [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) Article 4 [Documentation Requirements] of Appendix A to Schedule 5, Article 4 [Documentation Requirements] of Appendix B to Schedule 5, the Operation and Maintenance Plan, and all other plans referred to and requirements set out in Schedule 5 [OMR and End of Term];
- (e) Section 1.7(b) and Section 3.4 [Notification to Province] 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) Part 12 [Monthly Reports] of Schedule 10; and
- (h) Section 1.5 [First Nations Reporting] of Schedule 22.

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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 Project Requirements or, where no such number or time is so specified, in such number and by such time as may be reasonably required by the Province's Representative.

**2.3 Form**

- (a) Unless otherwise specified in this Agreement or the applicable Project Requirements, the Reports shall be in such form as reasonably required by the Province's Representative 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 Province's Representative.
- (b) At the request of the Province's Representative, 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 Province's Representative reasonably requires.

**2.4 Further Information**

The Concessionaire shall at any time and from time to time at its own cost provide the Province's Representative with such further or other information with respect to the Project, the Project Work, the Project Infrastructure and the Project Site as the Province's Representative may reasonably require.

**2.5 Objections to Reports**

- (a) If the Province's Representative 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 Province's Representative may serve a notice objecting to such Report on the Concessionaire 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 Province's Representative and the Concessionaire within 14 days after the service of such notice, then either of them 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 Province's Representative pursuant to Section 2.5(a) [Objections to Reports] of this Schedule requires any revision or adjustment to any Report, then the Concessionaire 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 Financial Reporting**

- (a) The Concessionaire shall provide to the Province's Representative:

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- (i) as soon as possible and in any event within 60 days after the end of the first six months of each of its financial years, certified true copies of the unaudited financial statements of the Concessionaire and the Partners and, if appropriate, consolidated financial statements of the Concessionaire and its subsidiaries as at the end of and for that six month period; and
  - (ii) as soon as they shall have been finalized and in any event no later than 90 days after the end of each of its financial years, certified true copies of the audited financial statements of the Concessionaire and unaudited financial statements of the Partners and, if appropriate, consolidated financial statements of the Concessionaire and its subsidiaries in respect of that period (prepared in accordance with GAAP), together with copies of all related directors' and auditors' reports.
- (b) If at any time after the provision to the Province of the documents referred to in Section 2.7(a) of this Schedule the Province's Representative notifies the Concessionaire of any matter of concern to the Province's Representative arising in connection with such documents, the Concessionaire shall instruct its auditors to prepare as soon as reasonably practicable a report on such matter, giving such further information, amplification or explanation as is reasonable having regard to the contents of the Province's Representative's notification and shall provide the Province's Representative with a copy of such report within seven days of the Concessionaire's receipt of it from its auditors.