
PART 1 OF SCHEDULE 15

RECORDS

1. GENERAL

Unless otherwise expressly set out, any reference to "records" in this Schedule 15 [Records and Reports] includes the records referred to in Section 2 of this Part 1 and all other records required by this Agreement or Good Industry Practice to be produced, maintained and updated by the Concessionaire pursuant to the Technical Requirements or otherwise in connection with the Project, Project Facilities, Site, the Adjacent Areas, the Graving Dock Facility and the Undertakings.

The Concessionaire will produce, maintain and update all records in accordance with all applicable requirements of this Agreement, including Section 25 [Records] of this Agreement, and the Records Management Protocol. Without limiting the generality of the foregoing, the Concessionaire will establish and maintain records in accordance with the requirements of the ISO 9001:2000 Standard that provide objective evidence of conformity to this Agreement as stated in Schedule 6 [Quality Management]. All records produced and maintained by the Concessionaire must be:

- accurate;
- complete;
- legible;
- readily identifiable; and
- retrievable.

All records will be made available for audit or inspection by or on behalf of the Province, BCTFA, the Province's Representative or any of their respective authorized representatives at all reasonable times, and such parties will be entitled to take copies of any records at the Concessionaire's cost, in accordance with the provisions of Section 25 [Records] of the Agreement.

All records will be maintained, retained and disposed of by the Concessionaire only in accordance with and subject to the provisions of Section 25.4.3, Sections 25.4.4, 25.4.5 and 25.4.6 and Section 25.5 [Computer Records] of this Agreement and in accordance with the Records Management Protocol as submitted and updated from time to time without objection in accordance with the Review Procedure.

The requirements set out in this Part 1 and the Records Management Protocol include the minimum requirements to be complied with, and the Concessionaire is expected to exceed these requirements. The requirements set out in this Part 1 and the Records Management Protocol are

without prejudice to any Laws and Regulations or Legal Requirements which require the keeping of specified records for a longer period or the production and maintenance of additional records.

Subject to and without limiting any other requirements or obligations of the Concessionaire in respect thereof:

- all records of operational aspects of the Concessionaire's record keeping system will be retained indefinitely and will be systematically and periodically updated and filed so as to be readily retrievable;
- records which have been superseded but are still of historical, contractual or legal importance will be retained and filed on microfilm or in other machine readable form for at least 10 years after being superseded;
- records which are obsolete and are of no historical, contractual or legal significance will be retained and filed on microfilm or in other machine readable form and can be disposed of 5 years after becoming obsolete;
- superseded and obsolete plans and drawings will be retained either on microfiche or digitally on disc or tape or in other machine readable form, using software agreed with the Province's Representative; and
- text of all documents will be prepared and recorded using software systems agreed with the Province's Representative.

2. REQUIRED RECORDS

The required records include all those described in this Agreement, including:

- 2.1 those described in Part 1 of Schedule 5 [Construction Output Specifications];
- 2.2 the records that the Concessionaire is required to maintain or update in:
 - 2.2.1 Schedule 6 [Quality Management];
 - 2.2.2 Part 1 of Schedule 7 [O&M Output Specifications];
 - 2.2.3 Schedule 10 [Payments]; and
 - 2.2.4 any other provisions of this Agreement or the Project Documents;
- 2.3 the records that the Concessionaire is required to maintain or update under:
 - 2.3.1 Laws and Regulations and Legal Requirements;
 - 2.3.2 the Requirements of Interested Parties;
 - 2.3.3 any Permits, Licences and Approvals; and

- 2.4 any records that are consistent with Good Industry Practice.

3. REQUIREMENTS FOR RECORDS MANAGEMENT PROTOCOL

The Records Management Protocol referred to in Section 25.4 [Management and Retention of Records] of this Agreement must comply with, and must provide for implementation and maintenance of systems and processes to ensure compliance with, the following requirements:

- 3.1 The Records Management Protocol must be consistent with and comply with the Concessionaire's Quality Management System and Quality Documentation and Schedule 6 [Quality Management], and with the requirements set out in Section 25.4.1 of this Agreement and all other provisions of this Agreement.
- 3.2 The Records Management Protocol will set forth minimum retention periods satisfactory to the Province's Representative for each class of records produced and maintained by the Concessionaire.
- 3.3 Before the Substantial Completion Date, the Concessionaire will maintain, including classify, all records in accordance with the Concessionaire's Quality Management System; from and after the Substantial Completion Date, the Concessionaire will maintain, including classify, all records according to the records management practices of the MOT, the Administrative Records Classification System (ARCS) and the Operational Records Classification System (ORCS) as may be amended by the Province from time to time on written notice to the Concessionaire, or any other standards that would be applied by the MOT if the records were created and maintained by the MOT.
- 3.4 Records will be retained primarily in the format of hard copy, but may be created or maintained in computer or other electronic format subject to compliance with those requirements that would apply if the records were created and maintained by the MOT.
- 3.5 The Concessionaire will 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.
- 3.6 Any warehouse or other facility used to store records must meet the storage and security standards established by the Corporate Records Management Branch.
- 3.7 Records referred in section 25.1 of this Agreement will be kept separate from other records, will be clearly identified as records of the Province subject to the Document Disposal Act, and will not be marked, altered, destroyed, or disposed of without prior written authorization from the Province's Representative.

- 3.8 Notwithstanding any other terms of this Agreement, no records will 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 of British Columbia.
- 3.9 Any records authorized for disposition will be disposed of only in accordance with disposition standards established by the MOT or by the Corporate Records Management Branch.
- 3.10 The Concessionaire will ensure that there is a designated and appropriately qualified person at all times position responsible for the management of the records and for liaison with the Province's Representative in connection with all matters relating thereto.
- 3.11 The Concessionaire will not sell, transfer or relocate any records to the custody, physical or otherwise, of another jurisdiction or person.
- 3.12 The Concessionaire will not disclose any of the records or contents thereof except subject to and in accordance with the provisions of this Agreement, including Section 50 [Confidentiality] thereof.

PART 2 OF SCHEDULE 15

REPORTS

1. Report Requirements and Categories

The reporting requirements are provided for in this Agreement, the Technical Requirements and this Part 2 of Schedule 15 [Reports] and include the following seven primary categories of reports:

- Quality Management Reports
- Construction Reports
- Operations, Maintenance and Rehabilitation Reports
- Environmental Management Plan Reports
- Monthly Reports
- Annual Reports
- Accident Reports
- Financial Reports

All reports will be submitted in such number and at such times as required by this Agreement or applicable Technical 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 Province's Representative. Unless otherwise specified in this Agreement or applicable Technical Requirements, such reports will 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.

1.1 Quality Management Reports

The Concessionaire will provide documentation and reports in accordance with, and will comply with and satisfy, all Quality Management System reporting requirements set forth in paragraph 8 of Schedule 6 [Quality Management] including the following:

- Quality Manual;
- Quality System Procedures and Process Flow Charts; and
- Work Method Statements.

The Quality Management Plans described in Schedule 6 [Quality Management], will include the following:

- Design Quality Management Plan;
- Construction Quality Management Plan;
- Operations, Maintenance and Rehabilitation Quality Management Plan;
- Traffic Quality Management Plan; and
- Environmental Quality Management Plan.

1.2 Construction Reports

The Concessionaire will provide documentation and reports in accordance with, and will comply with and satisfy, all reporting requirements set forth in Parts 1 of Schedule 5 [Construction Output Specifications], including, but not limited to, the following Construction Plans:

- Traffic Management Plan (as required in paragraph 1 of Part 6 of Schedule 5 [Traffic Management Output Specifications])
- Management Plans (as required in Section 14.8 [Management Plans] of this Agreement);
- Works Schedule (as required in Section 12.3.1 of this Agreement);
- General Traffic Control Plan (as required in paragraph 1.3.3 of Part 6 of Schedule 5 [Traffic Management Output Specifications]);
- Construction Staging Plan (as required in paragraph 3.7.3.2, Part 1 of Schedule 5 [Construction Output Specifications]);
- Specific Traffic Management Plan (as required in Part 6 of Schedule 5 [Traffic Management Output Specifications]);
- Decommissioning Plan (as required in paragraph 3.19 of Part 1 of Schedule 5 [Construction Output Specifications]);
- New Crossing Erection Plan (as required in paragraph 3.19 of Part 1 of Schedule 5 [Construction Output Specifications]);
- Demolition Plan ((as required in paragraph 3.19, Part 1 of Schedule 5 [Construction Output Specifications]);
- Environmental Protection Plan (as required in paragraph 4 of Part 1 of Schedule 5 [Construction Output Specifications]);

- Noise Mitigation Plan (as required in paragraph 4.1 of Part 1 of Schedule 5 [Construction Output Specifications]);
- Occupational Health and Safety Program (as required in Section 9.4 [Health and Safety Program] of this Agreement);
- Risk Management Plan (as required in paragraph 7 of Part 1 of Schedule 5 [Construction Output Specifications]);
- Deliverables Plan (as required in paragraph 9.1, Part 1 of Schedule 5 [Construction Output Specifications]),

and including, but not limited to, the following Construction Reports:

- Accident/Incident Investigation Reports (as required in Part 4 of Schedule 10 [Safety Performance Payment]);
- Record and as built drawings, reports etc. for each discipline (as required in paragraph 10 of Part 1 of Schedule 5 [Construction Output Specifications]);
- Construction Progress Reports for Roadway Engineering, Structural Engineering, New Crossing, Retaining Walls, Geotechnical Engineering and Electrical Design (as required in paragraph 9, Part 1 of Schedule 5 [Construction Output Specifications]);
- Quality Control and Quality Assurance Reports (as required in paragraph 9.1.3 of Part 1 of Schedule 5 [Construction Output Specifications]);
- New Crossing, Record Document mark ups, Quality Control and Quality Assurance Reports (as required in paragraph 10.2 and 9.1.3 of Part 1 of Schedule 5 [Construction Output Specifications]);
- Concrete Inspection Report (as required in paragraph 10.2 of Part 1 of Schedule 5 [Construction Output Specifications]);
- Construction Phase Monthly Report including Project Safety Report, Quality Report and any other reporting per the Construction Output Specifications (as required in paragraph 10.5, Part 1 of Schedule 5 [Construction Output Specifications]).

From the date of this Agreement until the issue of the Final Completion Certificate, the Concessionaire will submit to the Province's Representative within 5 Working Days after the end of each month which falls within such period 5 copies of:

- 1.2.1 a formal monthly progress report covering all relevant aspects of the Works, including:
- 1.2.1.1 all actual or potential departures from the Construction Output Specifications, the Construction Requirements, the Construction Specifications, the Project Schedule or the Works Schedule;
 - 1.2.1.2 all grounds for a substantial Dispute which have occurred or which may reasonably be foreseen as likely to occur in respect of the construction of the Works;
 - 1.2.1.3 all breaches of any provisions of this Agreement relating to the construction of the Works;
 - 1.2.1.4 particulars of any substantial disagreements among the Concessionaire and the Contractor material to the construction of the Works;
 - 1.2.1.5 the proposed measures to be taken by the Concessionaire to overcome such departure, breach or occurrence or to resolve such grounds for a Dispute; and
 - 1.2.1.6 the date on which the Concessionaire expects the Works and each relevant component thereof will be (a) Substantially Completed and (b) Finally Completed; and
- 1.2.2 such other reports as may be reasonably required to be produced by the Concessionaire so as to comply with the Requirements of Interested Parties.

1.3 Operations, Maintenance and Rehabilitation Reports

The Concessionaire will provide documentation and reports in accordance with, and will comply with and satisfy, all reporting requirements set forth in Part 1 of Schedule 7 [O&M Output Specifications] and Part 2 of Schedule 7 [O&M Requirements], including all reporting requirements set forth in the following:

- Operations and Maintenance Plan (as required in paragraph 1.10 of Part 1 of Schedule 7 [O&M Output Specifications]);
- Asset Management Plan (as required in paragraph 1.11 of Part 1 of Schedule 7 [O&M Output Specifications]);
- Salt Management Plan (as required in Section 3.1 of the Highway Corridor Management Specifications);
- Communications and Customer Care Plan (as required in Section 3.2 of the Highway Corridor Management Specifications);

- Emergency Response Plan (as required in Section 3.3 of the Highway Corridor Management Specifications);
- Safety Management and Intervention Plan (as required in Section 3.4 of the Highway Corridor Management Specifications);
- Annual Asset Management Plan (as required in Section 2.3 of the Reporting Specifications for Highway Concessions);
- Five Year Management Plan (as required in Part 3 of this Schedule 15 [Five Year Management Plan] and Section 2.2 of the Reporting Specifications for Highway Concessions).

A listing and details on the specific reporting requirements for Operations, Maintenance and Rehabilitation are contained in the following documents:

- Reporting Specifications for Highway Concessions; and
- Local Area Specifications.

The Concessionaire shall update the foregoing plans annually except where any of such plans become redundant after construction of the works.

1.4 Environmental Management Plan Reports

The Concessionaire will provide documentation and reports in accordance with, and comply with and satisfy, all reporting requirements set forth in Schedule 12 [Concessionaire's Environmental Obligations], including preparation, updating and maintenance of a comprehensive Environmental Management Plan prepared and approved in accordance with Schedule 12 [Concessionaire's Environmental Obligations].

1.5 Monthly Report

Capitalized and other terms used in this paragraph 1.5 [Monthly Report] that are defined or used in Schedule 10 [Payments] have the meanings ascribed to them in Schedule 10 [Payments].

Within 10 Working Days after the end of each month which falls within the Contract Period the Concessionaire will provide to the Province's Representative 5 copies (save as expressly provided below) of a report (the "Monthly Report") containing the following information:

- 1.5.1 details of the calculation of the monthly instalment of Enhanced Services Performance Payment payable by the Province for the month;
- 1.5.2 details of all Unavailability Deductions incurred during the month in accordance with Part 3 of Schedule 10 [Lane Availability Payment] including a detailed report on the occurrence of Lane Closures including but not limited to the following information:

- 1.5.2.1 details of each Lane Closure that occurred during the month, including but not limited to the time, date, duration, cause, location and number of lanes affected; and
- 1.5.2.2 for each Lane Closure, sufficient information to enable the Province's Representative to verify the calculation of the Unavailability Deductions for that Lane Closure in accordance with Part 3 of Schedule 10 [Lane Availability Payment];
- 1.5.3 a detailed report on the traffic volumes for each Measurement Point including but not limited to:
 - 1.5.3.1 Vehicle count for all Vehicles passing the Measurement Point on a daily and monthly basis, in both chart and tabular format;
 - 1.5.3.2 classification of all Vehicles passing the Measurement Point as vehicles within one of the categories specified in Part 7 of Schedule 10 [Monitoring and Measurement] on a daily and monthly basis, in both chart and tabular format;
 - 1.5.3.3 time of each Vehicle passing the Measurement Point;
 - 1.5.3.4 where there is more than one set of Measuring Equipment at the Measurement Point, the information in paragraphs 1.5.3.1 to 1.5.3.3 of this Part 2 (inclusive) for each set of Measuring Equipment together with a calculation of the average of the figures produced by all the sets of Measuring Equipment;
 - 1.5.3.5 details of the use of any alternative facilities referred to in paragraph 3.3 of Section B of Part 7 of Schedule 10 [Monitoring and Measurement], including but not limited to identification of the alternative facilities used, time, date and reason for use of the alternative facilities;
 - 1.5.3.6 details of the installation of any additional Measurement Points as contemplated in paragraph 2.1.2 of Section B of Part 7 of Schedule 10 [Monitoring and Measurement], including but not limited to the date and time of the installation, date and time that the additional Measurement Point was brought into use and whether the additional Measurement Point was installed as a result of a Subsequent Scheme or Additional Works;
 - 1.5.3.7 details of construction or maintenance activities at or affecting the Measurement Point, including but not limited to the time and date of the activities and a description of the work carried out;
 - 1.5.3.8 details of any Defective Equipment identified, including but not limited to identification of the Measurement Point affected, the date and time that the

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- Defective Equipment was identified and the date and time that the Defective Equipment was taken out of use;
- 1.5.3.9 details of any adjustment or replacement of any Defective Equipment, including but not limited to identification of the Measurement Point affected, the date and time of the adjustment or replacement and the date and time that the adjusted or replacement Measuring Equipment was brought into use; and
- 1.5.3.10 details of any retrospective correction and calculations of that correction in accordance with paragraph 7.2 of Section B of Part 7 of Schedule 10 [Monitoring and Measurement], including but not limited to identification of the Measurement Point affected, date, time and details of the required correction.
- 1.5.4 a calculation showing details of any and all Performance Deductions made in the month in accordance with Part 8 of Schedule 10 [Performance Deductions] including sufficient information to enable the Province's Representative to verify the calculation including but not limited to:
- 1.5.4.1 all actual or potential departures from the O&M Output Specifications and/or the O&M Requirements or from the Traffic Management Output Specifications, the Traffic Management Requirements and/or the Traffic Management Plan;
- 1.5.4.2 all breaches of this Agreement, including the issuance of any Nonconformity Reports and Default Notices for purposes of Part 8 of Schedule 10 [Performance Deductions];
- 1.5.4.3 all Nonconformities in respect of Quality Management System requirements which occurred during the month for purposes of Schedule 6 [Quality Management];
- 1.5.4.4 all grounds for a substantial Dispute which have occurred or may reasonably be foreseen as likely to occur; and
- 1.5.4.5 the proposed measures to be taken by the Concessionaire to overcome such departure, breach, Nonconformity or occurrence or to resolve such grounds for a Dispute;
- 1.5.5 a detailed report of any and all Completion Retentions and Asset Condition Retentions made in the month in accordance with Part 6 of Schedule 10 [Payment Retentions];
- 1.5.6 a summary report on all accidents on the Concession Highway during such month (including all accidents on which a report has previously been made pursuant to paragraph 1.7 of this Part 2), including:

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- 1.5.6.1 a categorization of all accidents on the Concession Highway involving a personal injury or property damage:
- 1.5.6.1.1 by section of the Concession Highway. Such sections shall encompass the whole of the Concession Highway and shall include:
- (a) discrete lengths of the Concession Highway of not more than one kilometer and not containing any major junction; and
- (b) each major junction (including the first 20 metres of each intersecting road, to the extent forming part of the Concession Highway),
- such sections to be agreed by the Province's Representative and the Concessionaire and, in the absence of agreement, to be determined by the Province's Representative;
- 1.5.6.1.2 by accident severity, divided into Fatal, Injury, and Property Damage only;
- 1.5.6.1.3 by type of User/vehicle, as follows:
- pedestrians
- pedal cyclists
- powered two wheel vehicles
- car/taxi
- light goods vehicles (<3.5 tonnes)
- heavy goods vehicles (>3.5 tonnes)
- public service vehicles
- other vehicles; and
- 1.5.6.1.4 by road condition (including lighting), weather conditions and time of day; and
- 1.5.6.2 the total number of accidents for each section of the Concession Highway referred to in paragraph 1.5.6.1.1 of this Part 2 and for the Concession Highway as a whole.

The data to be provided in respect of accidents in accordance with the foregoing shall be based on Part 4 of Schedule 10 [Safety Performance Payment];

- 1.5.7 a summary report of all occurrences on the Concession Highway (referred to in this Part 2 as "Incidents") during such month necessitating traffic control measures either by the Concessionaire or the Police or affecting or potentially affecting safety, the environment or the structural integrity of the Concession Highway or any part thereof (other than accidents referred to in paragraph 1.5.6 of this Part 2), including:
- 1.5.7.1 a categorization of all such Incidents:
 - 1.5.7.1.1 by section of the Concession Highway (using the sections referred to in paragraph 1.5.6.1.1 of this Part 2); and
 - 1.5.7.1.2 by type of occurrence (e.g. chemical spillage, structural failure, etc.); and
 - 1.5.7.2 the total number of such Incidents for each section of the Concession Highway referred to in paragraph 1.5.7.1.1 of this Part 2 and for the Concession Highway as a whole;
- 1.5.8 the results of all Verifications conducted during such month and (to the extent not already provided in the report referred to in paragraph 1.5.3 of this Part 2) a report of all actions taken pursuant to paragraph 7.1 of Section B of Part 7 of Schedule 10 [Monitoring and Measurement] as a consequence of such Verifications;
- 1.5.9 details of any defects identified on the Concession Highway; and
- 1.5.10 an account of the number and type of complaints received from Users, Marine Users and others in respect of the Concession Highway and the conduct of the Undertakings and the actions taken or proposed to be taken by the Concessionaire to deal with or address such complaints.

The Concessionaire is required to provide only one hard copy of the information referred to in this paragraph 1.5, together with four copies of a diskette containing the same information, using software agreed with the Province's Representative.

1.6 Annual Report

Capitalized and other terms used in this paragraph 1.6 [Annual Report] that are defined or used in Schedule 10 [Payments] have the meanings ascribed to them in Schedule 10 [Payments].

As soon as reasonably practicable and in any event not later than 30 days following the end of each Contract Year, the Concessionaire will provide to the Province's Representative 5 copies of a report (the "Annual Report") in respect of such Contract Year containing the following information:

- 1.6.1 a statement showing any adjustments to the Monthly Reports in accordance with Section 24.5 [Revisions to Reports] of this Agreement;
- 1.6.2 a summary for each month of such Contract Year of the information required under paragraph 1.5 of this Part 2 with appropriate totals for the Contract Year;
- 1.6.3 details of actual Lane Closures during the Contract Year;
- 1.6.4 such details as necessary for the calculation of the Safety Performance Payment and Users Satisfaction Payment payable by the Province for that Contract Year in accordance with Part 4 of Schedule 10 [Safety Performance Payment] and Part 5 of Schedule 10 [Users Satisfaction Payment] respectively;
- 1.6.5 a detailed calculation of the Traffic Volume Payment payable for that Contract Year in accordance with Part 2 of Schedule 10 [Traffic Volume Payment] including but not limited to:
 - 1.6.5.1 the number of Vehicles counted at each of the Measurement Points;
 - 1.6.5.2 the calculation of the monthly Traffic Volume Payment in Bands 1 to 5;
 - 1.6.5.3 the per Vehicle Payments in each Vehicle usage Bands 1 to 5; and
 - 1.6.5.4 the number of Vehicles in each of Bands 1 to 5; and
- 1.6.6 detailed calculation of the Annual Reconciliation in accordance with Section 32.2 [Annual Reconciliation] of this Agreement.

The Province may incorporate all or any part of the Annual Report, Monthly Report or any other report prepared by the Concessionaire in any annual, monthly or other report published by the Province.

1.7 Accident Reports

- 1.7.1 As soon as practicable and in any event no later than 24 hours following the occurrence of any Major Road Accident (as defined in paragraph 1.7.3 of this Part 2) on the Concession Highway, the Concessionaire will submit to the Province's Representative a report setting out details of such Major Road Accident and, to the extent they are known, the causes of such Major Road Accident, and the Concessionaire will thereafter promptly report to the Province's Representative any additional details of such Major Road Accident or its causes which become known to it.
- 1.7.2 On request by the Province's Representative, the Concessionaire will investigate the circumstances of any accident or Incident on the Concession Highway (whether or not falling within the scope of paragraph 1.7.1 of this Part 2) and shall as soon as practicable and in any event no later than 7 days following such request submit to the Province's

Representative a report setting out details of such accident or Incident and, to the extent they are known, the causes of such accident or Incident, and the Concessionaire will thereafter promptly report to the Province's Representative any additional details of such accident or Incident or its causes which become known to it.

1.7.3 For purposes of this paragraph 1.7, "Major Road Accident" means any accident or Incident on the Concession Highway included in the following:

1.7.3.1 any vehicle accident or Incident resulting in a fatality;

1.7.3.2 any vehicle accident or Incident resulting in serious structural damage; and

1.7.3.3 any vehicle accident or Incident which provokes considerable media attention.

1.8 Financial Reports

The Concessionaire will provide to the Province's Representative:

1.8.1 as soon as possible and in any event within 60 days after the end of the first 6 months of each of its financial years, certified true copies of the unaudited financial statements of the Concessionaire and, if appropriate, consolidated financial statements of the Concessionaire and its subsidiaries as at the end of and for that 6 month period; and

1.8.2 as soon as they shall have been finalized but no later than 180 days after the end of each of its financial years, a copy of the audited financial statements of the Concessionaire and, if appropriate, consolidated financial statements of the Concessionaire and its subsidiaries in respect of that period (prepared in accordance with Canadian generally accepted accounting principles), together with copies of all related directors' and auditors' reports.

If at any time after the provision to the Province of the documents referred to in paragraphs 1.8.1 and 1.8.2 of this Part 2 the Province's Representative notifies the Concessionaire of any matter which gives him concern and which arises in connection with anything in such documents, the Concessionaire will instruct its auditors to prepare as soon as is reasonably practicable a report on that matter, giving such further information, amplification or explanation as is reasonable having regard to the contents of the Province's Representative's notification; and the Concessionaire will provide the Province's Representative with a copy of that report within 7 days of the Concessionaire's receipt of it from its auditors.

PART 3 OF SCHEDULE 15

FIVE YEAR MANAGEMENT PLAN

1. General

The Concessionaire will prepare and submit its initial proposed Five Year Management Plan to the Province's Representative in accordance with the Review Procedure at least 6 months prior to the expected Substantial Completion Date. Thereafter, not less than 60 days prior to the commencement of the second and each subsequent Contract Year the Concessionaire will submit to the Province's Representative, in accordance with the Review Procedure, an update and extension of the Five Year Management Plan proposed for the five-year period from the commencement of that Contract Year.

2. Plan Requirements

The Five Year Management Plan is a rolling, forward works program that describes the rehabilitation works, excluding Routine Maintenance, that the Concessionaire is planning to undertake over the next five-year period.

For greater certainty, a reference in this Agreement including any of the Technical Requirements to the "Annual Management Plan" for a given year is a reference to the first year of the corresponding Five Year Management Plan.

The Five Year Management Plan will provide specific details including:

- Location and extent of the proposed rehabilitation works;
- Description of the proposed rehabilitation works; and
- Scheduling of the proposed rehabilitation works.

The annual update and extension of the Five Year Management Plan will, without limitation, incorporate any changes in asset inventory within the plan in accordance with the Performance Measure requirements defined in Part 1 of Schedule 7 [O&M Output Specifications] and as rehabilitation works are completed.

The Five Year Management Plan must at all times be compliant with the Concessionaire's Quality Management System and the Quality Documentation.