

PART 3: SCOPE OF WORK

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C3.1: *EMPLOYER'S SERVICE INFORMATION*

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All the material procured by the <i>Contractor</i> shall be catalogued into the <i>Employers</i> material management system; and reference the requirements for cataloguing that need to be satisfied by the <i>Contractor</i> (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).....	
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1 Description of the service

1.1 Executive overview

Grootvei Power station has an installed a Continuous Emissions Monitoring System on the stack for the monitoring of particulate and gaseous emissions to comply with national Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004).

Correlation of Dust monitors means where output of monitors is correlated against mass emissions. It referred to as dynamic calibration or calibration. The use of name correlation is to distinguish it from monitor calibration, where electronic circuitry is calibrated against known values. Monitor correlation compares iso-kinetically measured emissions over a period with the monitor output over the same period.

1.1.1 Procedure – Correlation scope of work

Eskom adopted VDI 2066 procedure however the use of procedure described by EN 13284-1, ISO 9096 and/or ISO 12141 standards are acceptable provided they meet the requirements below. ISO 10155 may be considered to develop regression curves.

In addition to the above requirements, the following are some of the more important prerequisites:

1. For a full dust correlation minimum of 9 successful tests, with an additional of 3 to make provision for failed tests or outliers. These tests should be done using quarts fibre filters.
2. Percentage of iso-kinetic shall be between 95 and 105 % for test to be successful. Test to be repeated if this is not achieved.
3. Filter samples will be sent to accredited laboratory for a particle size distribution; 2 samples be sent to Eskom RT&D for comparison of the PSD results.
4. The sample should be taken carefully to ensure that it the true representation of the flue gas, i.e. Isokinetic measurements should be in accordance with MES/Eskom approved equivalent (ISO, EN or VDI).
5. EN13284-1 and ISO 12141 is preferred for particulate concentrations below 75 mg/Nm³ as it more sensitive at low concentrations when compared to ISO 9096 and VDI 2066.
6. Smaller flat place quartz fibre filters are recommended for low level particulate determination.
7. Velocity into sample head should be within +/- 10% of the velocity approach.
8. Ensure correct orientation of nozzle into the flow to prevent bias to over or under sampling of large particles (>5 µm) since they have significant momentum and to ensure collector nozzle faces directly into the flue gas stream throughout sampling.
9. All measurements should be corrected to Standard temperature (0°C) and pressure (101.325 kPa) to normal cubic meters (dry basis) corrected to 10% oxygen (Nm³ (d) @ 10% O₂).
10. Sampling time depends on uncertainty of mass measurement of the test laboratory; it should be rounded up to the nearest hour per test.
11. This test should be done as normal operating conditions, no leaking bags since they change correlation relationship. FFP visual inspection should be conducted prior before set up to ensure no bags are leaking.
12. Three zero points on top of test points should be included in the correlation as per criteria in VDI 2066.
13. If the intercept is greater than 10% of the Limit value, add another 3 zero points.
14. Is it still greater than 10% of the Limit value with 6 zero points, correlation is invalid and will need to be repeated.
15. Correlation coefficient (R) should be greater than 90% for correlation to be successful.
16. Efficiency testing of the particulates Abatement Control Plant should be done as part of extended full correlation test scope after General Overall (GO) outage

1.1.1.1 Frequency

1. As per the MES requirements, dust monitor shall be correlated once every 2 years. It is recommended that correlation be once every 21-23 months.
2. Spot check may be done on the dust monitor to verify readings and curve as and when required.
3. After full bag replacement, full correlation should be after 3 000 operating hours that is settling time of bags and ensure that their representative of normal operating conditions.

1.1.2 Procedure – parallel test scope of work

Parallel test is a process of verifying online emission with a certified parallel test monitor to produce a correlation factor.

Eskom adopted EN 14181 procedure for parallel testing of gaseous monitors. Its procedure a calibration function from the results of several parallel measurements performed with Standard Reference Method (SRM).

In addition to the above requirements, the following are some of the more important prerequisites:

4. Minimum of 15 valid parallel measurements shall be done with plant on normal operating conditions. These tests shall spread over at least 3 days and over each of the measuring days of normally 8 to 10 h (e.g. not 5 measurements in the morning and none in the afternoon) and be performed within a period of four weeks.
5. Set of measurements is valid when SRM measurements are done according to accepted standard and period of each AMS measured signal is larger than 90% of the averaging time.
6. AMS and SRM measurements each is considered as a measurement pair, and these shall cover the same time.
7. Sampling time for each measurement pair shall be at least 30 minutes, or at least 4 times the response time of the AMS, including sampling system or whichever is greater.
8. Results from SRM shall be expressed under the same conditions as those measured by AMS, to get calibration function and do variability test. Additional parameters and values included in corrections to AMS and Standard conditions shall be obtained for each measurement pair.

1.1.2.1 Frequency

1. As per the MES requirements, gas monitor shall be verified/parallel tested once every 2 years. It is recommended that parallel test be once every 21-23 months.
2. Major change in plant operation.
3. Failure of the AMS.
4. Spot check may be done on the gas monitor to verify readings and curve as and when required.

1.2 Employer's requirements for the service

Refer to the Eskom Standard Unique identified 240-56242363 latest revision Emissions Monitoring and reporting Standard.

Deliverables

- All test checks to be performed as per Eskom Standard GST 36-742
- Preliminary report to be submitted within 5 days after testing.
- Completed and full report to be provided within 2 weeks.
- Late reports delivery will result in delay payments and penalties.

Callouts and response times

- The *Employer* will contact the *Contractor* when in need of a test, they should respond within 1 working day.
- *Employer* will issue task order for call out and *Contractor* to be on site on the agreed date to commence with the test, delay damages will apply if they can't be on site.

2. Management strategy and start up.

2.1 The *Contractor* 's plan for the service

The *Contractor* submits a plan for the whole of the services for acceptance within two weeks of contract date.

The *Contractor* ensures that personal protective equipment (Dust mask, goggles, ear plugs, overalls, safety boots, and safety harness) is compliant to the safety standards. Additionally, the *Contractor* shall make necessary arrangements for transport and accommodation for employees.

The *Employer* shall be responsible for the handling, dealing with and/or disposing of asbestos.

It is the responsibility of the *Employer* to secure the necessary statutory work permit in terms of Regulations 3(2) of Construction Regulation 2014 within the specified notification period. Statutory fees payable for securing the necessary statutory work permit shall be borne by *Employer*.

It is the responsibility of the *Employer* in terms of clause 7.2 of the OHS act to conduct the required baseline risk assessment required in terms of the OHS Act.

2.2 Management meetings

The *Employer* and the *Contractor* (and any other co-opted members) meet as when required to report the overall progress and as a minimum, the following is addressed:

- *Contractor* 's current activities progress and planned finish dates.
- *Contractor* 's planned start and finish dates for the *works*
- *Contractor* 's and *Employer*'s programme agenda compared for problematic differences.
- The progress of any other relevant activities.
- To discuss any technical or commercial issues

Regular meetings of a general nature may be convened and chaired by the *Contract Manager* as

Kick off meeting will be convened as soon as contract has been awarded to outline how the contract regular meeting will be held and any other requirements. Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Contract Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.3 *Contractor* 's management, supervision and key people

The *Contractor* submits to the Contract Manager an organogram showing his people and their lines of authority / communication.

2.4 Documentation control

Feedback required must include the following information for works or task completed or to be carried out:

- Summary of work done
- Estimated time duration regarding the future work required
- Budget cost price regarding the future work required
- Bill of materials regarding future work required
- Criticality of the work

Data books completion and submissions as per Eskom standard and requirements please refer to Supplier Quality Management specification (240-105658000) for *Contractor* s' responsibilities with regards to Data Books

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the *Contract Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Contract Manager*'s payment certificate.

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Contract Manager*.
- The contract number and title.
- *Contractor* 's VAT registration number.
- The *Employer*'s VAT registration number 4740101508.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- (add other as required)

Add procedures for invoice submission and payment (e.g. electronic payment instructions)

2.7 Things provided at the end of the service period for the *Employer*'s use

Equipment

The following *works* are provided by the *Contractor* in accordance with the *Work Information*:

- a. Removal, installation and commissioning of whole of the *works*.
- b. Testing and certification
- c. All the Quality Documentation signed off with no outstanding actions to be resolved.
- d. The *works* have been in service continuously for at least two weeks with no sign of any abnormalities being present.
- e. At *Completion*, the *Contractor* submits all technical documentation for the *works* in accordance with the *Employer*'s documentation requirements.
- f. *Completion* takes place after the *Contract Manager* has verified the submitted documents.

Information and other things

Reference to NEC Term Service Contract.

2.8 Management of work done by Task Order

A task order will be issued when a test is required by the *Employer's* representative. This task order will be accompanied by a SAP 45 (order) number for reference purposes when *Contractor* invoices. A task order format is provided in an annexure A of this service information.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall adhere to all OHS Legal requirements, OHS corporate policies, standards and procedures to which Eskom subscribes and as indicated on the issued SHE specification.

The *Contractor* shall, when coming on site (Grootvlei Power Station), abide by the Lifesaving Rules. These will be provided by the *Employer* on the start of the contract.

The *Contractor* shall also abide by the Grootvlei High risk Safety, Health and Environmental Specifications 240-73418055, which will also be provided by the *Employer*.

The *Contractor* shall, when coming on site (Grootvlei Power Station), make use of approved personal protective clothing such as overalls, safety shoes, safety hat, safety goggles, dust mask and gloves when necessary.

The *Employer* follows an Incident management procedure (32-95) that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Contractor* will report any incident and accidents to Grootvlei Power Station within 24 hours or before end of shift. This report does not relieve the *Consultant* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

The *Contractor* implements a safety plan and maintains the safety system until the completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.

The *Contractor* will be subject to periodic audits by the *Employer* to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.

The *Contract Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Contract Manager*, is un-safe. The *Contractor* may only continue with work activities when all safety deficiencies have been corrected to the *Contract Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

The *Contractor* shall comply with the health and safety requirements contained in the contract tender package.

3.2 Environmental constraints and management

- a) The Service Provider shall have a documented and implemented environmental management system e.g. SHEQ policy, Operational procedures relating to their activities.
- b) The Service Provider shall comply with all Eskom Grootvlei Power Station environmental requirements such as policies, standards, work instruction and procedures.

- c) The Service Provider shall allocate funds for the implementation of environmental requirements as and when required and ensure that personnel with basic environmental management knowledge is appointed on part time/fulltime basis depending on project scope and period.
- d) Project specific basic Environmental Management Plan shall be outlined.
- e) Adherence to station waste management work instruction and colour coding for waste segregation.
- f) Ensure that all Environmental Requirements are communicated to relevant employees.
- g) Adherence to the 'Duty of Care' as stipulated in section 28 of the National Environmental Management Act (NEMA) 107 of 1998.
- h) The Service Provider shall commit to protecting employees who deny to perform any work that may be hazardous to the environment, as stipulated in section 29 of NEMA 107, of 1998.
- i) Adherence to applicable environmental legislations, licences and permits and other requirements.
- j) Secure all samples during transport to prevent damage, leaks, or accidental release of any contaminants.
- k) Vehicles used for transport must be roadworthy and free from oil or fuel leaks.
- l) Polluter pays principles shall apply to all Service Providers, in which it is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and associated costs.
- m) All incidents shall be managed according to Eskom Environmental Incident Management Procedure-240-133087117, and all Environmental Incidents shall be reported according to the requirements stipulated in the procedure.
- n) Non-conformances shall be issued where there are deviations from Grootvlei Power Station work instructions and any other environmental requirements.
- o) Eskom Grootvlei Power Station personnel will conduct regular environmental audits. All Service Providers are expected to participate as and when requested.
- p) All environmental system documentation, records, reports etc. shall be made available for review when requested.

3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP) is to be drafted in accordance with the Supplier Contract Quality Requirement Specification (240-105658000). The Quality documents are to be submitted for approval to the Contract Manager within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan document has been approved in writing and a copy submitted to the Contract Manager. The *Contractor*, in conjunction with the Contract Manager must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to the Contract Manager within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (240-105658000) and a copy is to be kept in possession or on premises. The *Contractor* shall be subjected to scheduled assessments/audits if Eskom deems it necessary.

The Supplier Contract Quality Requirement Specification (240-105658000) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions), including the Supplier Contract Quality Requirement Specification (240-105658000).

4. Procurement

4.1 People

Minimum requirements of people employed

Base requirements: The Contracting Company must have expertise and skilled labour in performing correlation and parallel testing of the CEMS.

Key personnel should have BSc Engineering Degree or at least National Diploma in Engineering and minimum of 5 years in doing the same work as specified in the Works Information of the Contract documentation.

The *Contractor* will be requested by the *Employer* to submit details of the qualifications of person performing the work, all personnel in trade positions are to be qualified and in possession of a valid trade test certificate.

The *Contractor* shall be required to furnish a certified copy of accreditation for maintaining and qualifications of key persons and these certificates will include any recognized qualification, RPL, etc.

The *Contractor* shall demonstrate capability by furnishing proof of work performed for Contracts with similar service requirements. Changes to the station crew are negotiated with the delegated *Contract Manager*.

4.2 Plant and Materials

Specifications

Where no standards, specifications, guidelines and procedures are available, the *Contractor* will work according to the Generation Quality manual and professional guidelines. Where possible, standards will be reflected in the Task Order (refer to the table's below).

Number	Title	Issued by
Act 85 of 1993	Occupational Health and Safety Act and Regulations	<i>Contractor</i>
32-95	Incident Management Procedure	<i>Employer</i>
SABS 1431-1987	Material Specifications	<i>Contractor</i>
	Basic Condition of Employment Act, 1997	<i>Contractor</i>
240-28981069	Environmental Policy	<i>Employer</i>
240-29828394	Waste management	<i>Employer</i>
240-30008949	Safety, Health and Environmental Specifications for <i>Contractors</i>	<i>Employer</i>
240-30008949	Mechanical, Electrical & Personal Protection	<i>Employer</i>
240-29129309	Injury/Accident Reports & Investigation	<i>Employer</i>
240-30008949	SHE Organization	<i>Employer</i>
32-93	Eskom's Standard for Vehicle safety specification	<i>Employer</i>
32-421	Eskom Vehicle and driver safety management	<i>Employer</i>
240-62196227	Lifesaving Rules standard	<i>Employer</i>
240-39405720	Non – smoking policy	<i>Employer</i>
SANS 7592	Calibrated round steel lifting chains	<i>Employer</i>
CIDB 8ME	<i>Contractor</i> Registration Certificate	<i>Contractor</i>
SANS 7531	Wire rope slings for general purposes	<i>Employee</i>
SANS 1596	Drop forges eyebolts and eye nuts for lifting purposes	<i>Employer</i>
240-73418055	Grootvlei High risk Safety, Health and Environmental	<i>Employer</i>

	Specifications 240-73418055	
240-34495848	Emissions monitoring and reporting	<i>Employer</i>
OHSAS 18001		<i>Contractor</i>
ISO 14001		<i>Contractor</i>

5. Working on the Affected Property

- The *Contractor* complies with all site regulations issued by the *Employer*.
- All work is valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable are based on the requirements of each Task Order. The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for monthly costs and for each Task Order.
- The *Contractor* may use any Equipment he sees fit for the purpose as long as the use thereof does not damage or interfere with any Plant, buildings or roads. All equipment used shall be in good order and comply with all the relevant safety rules and regulations.
- The *Contractor* and his employees are required to always conduct themselves in a proper and orderly manner while on the *Employer's* premises. The *Contractor* and his employees will, in particular, be required to refrain from smoking and cooking on the *Employer's* premises. It must be noted that the *Employer* will take immediate steps to institute criminal investigation in the event of any suspected criminal acts, e.g. theft etc.
- The *Contractor* is required to clean and remove any debris and rubble arising from any work done under any agreement originating from this Contract to ensure that the *Employer's* premises are left in a clean condition after doing any work. All building debris will be dumped at a dedicated site identified by the *Employer*.
- No asbestos-based products to be used in supplied materials or form part of any temporary *Works* or plant and equipment brought onto the site.
- The *Contractor* and its employees required to work onsite must first obtain the required access permit for site before commencing any work. This is obtained by completing a site specific induction, medical and associated paperwork. No vehicles will be allowed access to site unless this has been pre-approved by the *Contract Manager* / security and a valid permit for vehicle access has been issued.
- Only parts that meet the original manufacturer's requirements shall be used.
- The *Contractor* will be required to be accredited by the SABS to be able to issue the valid calibration certificates.

6. Employer's site entry and security control, permits, and site regulations

- The *Contractor* provides security necessary for the protection of the *Works* at all times until the completion of the whole of the *Works*.
- The *Contractor* is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.
- All persons entering the Grootvlei site pass through the control points at the main access gate and are required to have temporary permits that are issued to *Contractor's* staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.
- If any *Contractor's* staff are transferred from Grootvlei or leave site, the person's permit is handed over to the *Supervisor*. The *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.
- No firearms, weapons, alcohol, illegal substances and cameras (including cell phones with cameras) are permitted on site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.
- No "private work" is carried out for or on behalf of any Eskom employee.
- The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside the site are out of bounds to the *Contractor's* staff.
- Under no circumstances shall the *Contractor* recruit outside Grootvlei Power Station's security

- gate. An applicable local office for recruitment shall be used.
- i. Note that the speed limit on the site is 40 kph. The vehicle permit to enter Power Station of any persons contravening any traffic act on site is cancelled.
 - j. The *Contractor* complies with the Grootvlei Site Regulations, a copy of which is available for perusal at the *Contract Manager's* offices.
 - k. Any subject within the authority of the *Contract Manager* may be addressed by a Site Regulation.
 - l. Before work starts on site, an inaugural meeting is held with the *Contractor* and the *Contract Manager* to explain all requirements of the Site Regulations.
 - m. The *Contractor* is issued with a file of current Site Regulations on arrival. The file remains the property of the *Contract Manager* and the *Contractor* is responsible for its maintenance and updating as revised regulations are issued by the *Contract Manager*.

7. People restrictions, hours of work, conduct and records

The *Contractor* shall keep records of his/her people working site. The contract manager shall have access to them at any time. These records may be needed when assessing compensation events.

8. Health and safety facilities on the Affected Property

The *Contractor* provides, at his cost, a First Aid service to his employees. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.

Outside the *Employer's* office hours, the *Employer's* First Aid Services will only be available for serious injuries and life-threatening situations.

The *Employer* will be entitled, however, to recover the costs incurred, for the use of the above *Employer's* facilities, from the *Contractor*.

9. Records of *Contractor's* Equipment

The *Contractor* shall keep records of his/her people working site. The contract manager shall have access to them at any time. These records may be needed when assessing compensation events.