

Ottawa Light Rail Commission

John Jensen
on Thursday, May 12, 2022



77 King Street West, Suite 2020
Toronto, Ontario M5K 1A1

neesonsreporting.com | 416.413.7755

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OTTAWA LIGHT RAIL COMMISSION
CITY OF OTTAWA - JOHN JENSEN
MAY 12, 2022

--- Held via Zoom Videoconferencing, with all
participants attending remotely, on the 12th day of
May, 2022, 2:00 p.m. to 5:00 p.m.

1 COMMISSION COUNSEL:

2 Kate McGrann, Co-Lead Counsel Member

3 Carly Peddle, Litigation Counsel Member

4

5 PARTICIPANTS:

6 John Jensen: City of Ottawa

7 Peter Wardle, Betsy Segal: Singleton Urquhart

8 Reynolds Vogel LLP

9

10 Also Present:

11 Deana Santedicola, Stenographer/Transcriptionist

12 Talia Gillani, Virtual Technician

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INDEX OF EXHIBITS

NO.	DESCRIPTION	PAGE/LINE NO.
1	Curriculum Vitae of John Jensen.....	6/24

* * The following is a list of documents undertaken to be produced, items to be followed up on, or questions refused * *

INDEX OF UNDERTAKINGS

The documents to be produced are noted by U/T and appear on the following page/line: [None]

INDEX OF REFUSALS

The questions/requests refused are noted by R/F and appear on the following pages: [None]

1 -- Upon commencing at 2:00 p.m.

2
3 JOHN JENSEN; AFFIRMED.

4 KATE McGRANN: Good afternoon, Mr.
5 Jensen. My name is Kate McGrann. I am one of the
6 Co-Lead Counsel of the Ottawa Light Rail Transit
7 Public Inquiry.

8 I am joined today by my colleague,
9 Carly Peddle, who is a Member of the Commission's
10 Counsel team.

11 The purpose of today's interview is to
12 obtain your evidence under oath or solemn
13 declaration for use at the Commission's public
14 hearings.

15 This will be a collaborative interview
16 such that my co-Counsel, Ms. Peddle, may intervene
17 to ask certain questions. If time permits, your
18 counsel may also ask follow-up questions at the end
19 of this interview.

20 This interview is being transcribed,
21 and the Commission intends to enter this transcript
22 into evidence at the Commission's public hearings
23 either at the hearings or by way of procedural
24 order before the hearings commence.

25 The transcript will also be posted to

1 the Commission's public website, along with any
2 corrections made to it, after it is entered into
3 evidence. The transcript, along with any
4 corrections later made to it, will be shared with
5 the Commission's participants and their Counsel on
6 a confidential basis before being entered into
7 evidence.

8 You will be given the opportunity to
9 review your transcript and correct any typos or
10 other errors before the transcript is shared with
11 the participants or entered into evidence. Any
12 non-typographical corrections made will be appended
13 to the transcript.

14 Pursuant to section 33(6) of the Public
15 Inquiries Act (2009), a witness at an inquiry shall
16 be deemed to have objected to answer any question
17 asked of him or her upon the ground that his or her
18 answer may tend to incriminate the witness or may
19 tend to establish his or her liability to civil
20 proceedings at the instance of the Crown or of any
21 person, and no answer given by a witness at an
22 inquiry shall be used or be receivable in evidence
23 against him or her in any trial or other
24 proceedings against him or her thereafter taking
25 place other than a prosecution for perjury in

1 giving such evidence.

2 As required by section 33(7) of that
3 Act, you are hereby advised that you have the right
4 to object to answer any question under Section 5 of
5 the Canada Evidence Act.

6 We'll aim to take a break at 3:30, but
7 if at any point during the interview you need to
8 take a break, just let us know and we will pause
9 the recording.

10 JOHN JENSEN: Thank you.

11 KATE McGRANN: To get started, we had
12 asked that your Counsel provide us a copy of your
13 CV. I am showing you the document that we
14 received. It is a one-page document, dated May
15 4th, 2020, and it has got your name on it, and it
16 says it is a "Professional Bio". Do you recognize
17 this document?

18 JOHN JENSEN: Yes, I do.

19 KATE McGRANN: And is this a copy of
20 your CV?

21 JOHN JENSEN: Yes.

22 KATE McGRANN: So we'll have that
23 entered as Exhibit 1 to your examination.

24 EXHIBIT NO. 1: Curriculum Vitae
25 of John Jensen.

1 KATE McGRANN: To begin, would you
2 provide us with a brief description of your
3 professional experience as it relates to the work
4 that you did on Stage 1 of Ottawa's Light Rail
5 Transit System?

6 JOHN JENSEN: Well, as I indicated in
7 my bio, my career started with 20 years experience
8 with Calgary Transit where I worked my way up
9 through the organization and through all aspects of
10 public transit, including at one point in time
11 becoming a qualified light rail operator, being
12 engaged in supervision of the light rail system and
13 in the field, and ultimately being responsible for
14 the Operations Control Centre that was responsible
15 for all bus and rail operations with the City of
16 Calgary.

17 Subsequently, I worked with the City of
18 Toronto in various capacities, one of which being
19 responsible for management of the O-Train, or I
20 think they call it the Trillium Line now, where I
21 was responsible for all of the maintenance, capital
22 programs and operation of that program and the
23 vehicles as well.

24 I moved on from that role and moved
25 into the role of Director of Rail Implementation

1 for the City of Ottawa, at that point initially
2 being responsible for the procurement of what is
3 now the Confederation Line.

4 From an educational perspective, I have
5 a Bachelor of Science degree and a Master of
6 Science degree from the University of Calgary.
7 Most of my studies were engaged in transportation
8 and land use, but a considerable portion of my
9 studies involved physical geography, which meant
10 things like soils and geo-morphology, which gave me
11 a good knowledge of technical conditions, for
12 example, you know, when speaking with the engineers
13 about tunnelling and those types of things.

14 And then subsequently, I moved on from
15 there, which I think is the next part, but that is
16 post my position there.

17 KATE McGRANN: Okay, and I think that
18 you, after describing your time at Calgary Transit,
19 I believe you said that you then went to the City
20 of Toronto and spoke about work on the O-Train. I
21 take it that you meant to say that you went on to
22 the City of Ottawa to --

23 JOHN JENSEN: Yes, I'm sorry.

24 KATE McGRANN: No, not at all.

25 In any of the work that you did prior

1 to the work that you did on Stage 1 of the Ottawa
2 Light Rail Transit System, have you been involved
3 in the opening of a new line or an extension to an
4 existing light rail line?

5 JOHN JENSEN: I am just trying to think
6 in Calgary if we -- yes, I think we did an
7 extension to the south line of the Calgary LRT
8 line, as I recall, and I would have been involved
9 in the operational component of the commissioning
10 of that line, and I am pretty sure that line opened
11 before I left there.

12 KATE McGRANN: When you say that you
13 would have been involved in the operational
14 component and the commissioning of that line, could
15 you give a little bit more information about what
16 that would mean?

17 JOHN JENSEN: Well, I was responsible
18 for the supervision of the Control Centre, which
19 means that that is the centre that managed the
20 drivers that were driving the trains and also
21 controlled the operation of the trains on the
22 system, and that component would have had to be
23 tested to reach a certain level of reliability
24 before it could have been put into operation.

25 KATE McGRANN: Okay, so were you

1 involved in the testing of the Control Centre and
2 related --

3 JOHN JENSEN: Yeah, I was managing the
4 Control Centre at the time, yeah.

5 KATE McGRANN: And prior to your
6 involvement in Ottawa, Stage 1 of the LRT, did you
7 have any prior experience on P3 projects?

8 JOHN JENSEN: Yes, I -- sorry, I should
9 have mentioned as well that one of the roles that I
10 performed while I was with City of Ottawa was I had
11 a senior role on the North-South Light Rail
12 Project. In my capacity on that project, I was
13 responsible for the development of the maintenance
14 facility and the programs there and the
15 requirements for the maintenance of that line and
16 the vehicle procurement, the operational components
17 of that system, so everything operational and
18 maintenance-related in terms of operating the
19 system and the vehicles and drivers, training, all
20 of those aspects of that program, rules and
21 regulations. I am just trying to think back of all
22 the pieces that were there.

23 KATE McGRANN: What delivery model was
24 going to be used for the North-South Line?

25 JOHN JENSEN: It was a

1 design/build/maintain, I believe, if I recall
2 correctly.

3 KATE McGRANN: And how far along in the
4 process did that project get?

5 JOHN JENSEN: That project got all the
6 way to the stage of contract award, and then there
7 was an issue with the funding and the project
8 stopped at that point. But it was all the way to
9 contract award. So had the funding come through,
10 that project would have proceeded.

11 KATE McGRANN: Did the City take any
12 lessons learned from the North-South Line and all
13 the work that was done to get up to contract award
14 that it brought to its work on Stage 1 of Ottawa's
15 Light Rail Transit System?

16 JOHN JENSEN: Well, to the extent that
17 we could learn from that project, we brought over
18 the materials that were available from that
19 project, the Project Agreement, the design
20 specifications, and those were made available to
21 the Confederation Line team for review so that they
22 could look at the agreement, look at the
23 specifications.

24 You know, a big component of that would
25 have been, for example, looking at all the work

1 that was done on the North-South Project around
2 trains operating in the climatic conditions for
3 Ottawa. A considerable amount of effort was spent
4 looking at that.

5 KATE McGRANN: And could you speak a
6 little bit more about the work that was done on the
7 trains that would be operating in Ottawa's
8 particular circumstances?

9 JOHN JENSEN: I am not sure I
10 understand the question.

11 KATE McGRANN: So you said a lot of
12 work was done on the North-South Line looking at
13 trains that would operate in Ottawa's climatic
14 conditions, if I understand correctly.

15 JOHN JENSEN: That's right.

16 KATE McGRANN: So could you just
17 describe in some more detail what work was done on
18 the trains in that regard?

19 JOHN JENSEN: In that project, there
20 was a considerable amount of research done into the
21 climatic conditions around the world that related
22 to Ottawa and what vehicles and what types of
23 vehicles were operating in those climates and the
24 conditions that they had to run under.

25 And so the specifications for the

1 Ottawa North-South Project were developed based on
2 that research and on the expertise of the owner's
3 engineer at that time, and that information was
4 made available to the Project Team for the
5 Confederation Line.

6 KATE McGRANN: And do you know what use
7 was made of that information?

8 JOHN JENSEN: Well, it was taken as
9 information and as a basis for the further research
10 that the Project Team would have done on the
11 Confederation Line.

12 KATE McGRANN: Had a vehicle supplier
13 been selected for the North-South Line?

14 JOHN JENSEN: Yes, it -- well, the
15 vehicle supplier was part of the bid that was
16 successful on the North-South Line.

17 KATE McGRANN: And who was the vehicle
18 supplier who was selected?

19 JOHN JENSEN: To my recollection, I
20 believe it was Siemens. I stand to be corrected,
21 but I think it was Siemens.

22 KATE McGRANN: The Project Agreement
23 that was brought over -- I understand on Stage 1
24 the Project Agreement was ultimately built off of
25 an Infrastructure Ontario template; is that right?

1 JOHN JENSEN: Stage 1 of the
2 North-South or the Confederation Line?

3 KATE McGRANN: The Confederation Line.

4 JOHN JENSEN: The Stage 1 Confederation
5 Line Project Agreement ultimately was built on the
6 base of the Infrastructure Ontario agreement.

7 KATE McGRANN: Was there a completed
8 Project Agreement or a near final draft of a
9 Project Agreement done for the North-South Line?

10 JOHN JENSEN: For the North-South Line?
11 Yes, it would have been a completed agreement
12 because the project was ready to award and sign.

13 KATE McGRANN: Were any aspects of that
14 agreement brought across to use in the
15 Confederation Line agreement?

16 JOHN JENSEN: I would say some
17 components of that agreement found their way into
18 the Confederation Line agreement. For example, a
19 considerable amount of work was done around for
20 let's say maintenance specifications for the
21 maintenance contract for the North-South Line.
22 That would have informed the maintenance component
23 of the Confederation Line agreement.

24 And I am sure there were other elements
25 that were considered as part of the discussions,

1 because it certainly was a reference document that
2 was available to us to use.

3 KATE McGRANN: Okay, and other than
4 your experience on the North-South Line, any other
5 experience in P3 projects before the work that you
6 did on Stage 1 of the Confederation Line?

7 JOHN JENSEN: No.

8 KATE McGRANN: And I believe that you
9 were involved in Stage 1 of the Confederation Line
10 from 2009 to 2012; is that right?

11 JOHN JENSEN: That's correct.

12 KATE McGRANN: Would you give us a
13 description or an overview of the role that you
14 played in the work done on the Stage 1
15 Confederation Line project?

16 JOHN JENSEN: Well, my role was
17 Director of the project, so I reported to the
18 Deputy City Manager who reported to the City
19 Manager, but my responsibility was to lead the
20 procurement of the Confederation Line, so all
21 aspects of that process.

22 KATE McGRANN: And could you describe
23 the team that was working for you in accomplishing
24 the work that was to be done?

25 JOHN JENSEN: Well, it was a

1 multi-faceted team. It included some
2 representation from the City of Ottawa in the form
3 of a planner, a procurement officer. Who else did
4 I have? Real estate. So I had representation in
5 those areas from the City, finance. I am just
6 trying to remember who all was there.

7 And then supplementing -- and also
8 dialogue with OC Transpo as part of the process. I
9 can't remember if I am -- oh, and engineering, the
10 Chief Engineer for the project came from the City
11 of Ottawa.

12 And then that team was supplemented
13 with an owner's engineer, Capital Transit Partners
14 I believe was the acronym, and they were an
15 experienced group of engineering consultants that
16 had worked on other similar projects in North
17 America.

18 We had legal support from BLG. We had
19 financial support from Deloitte and PwC. I am
20 trying to think of who else. And then other
21 miscellaneous consultants that provided other
22 independent roles.

23 And then, as you are aware, at one
24 point we brought Infrastructure Ontario on board.

25 KATE McGRANN: What led to the

1 involvement of Infrastructure Ontario in this
2 project?

3 JOHN JENSEN: Well, I think there was
4 some interest from the City of Ottawa itself in
5 terms of exploring Infrastructure Ontario as an
6 option. So I was asked as part of the project with
7 the Deputy City Manager to explore them as a viable
8 addition to the team, and so we went down that
9 path.

10 KATE McGRANN: Okay. And who asked you
11 to do that?

12 JOHN JENSEN: Well, that -- I am just
13 trying to remember where -- I have seen in various
14 reports where one of the committees of Council was
15 asking and I know the City Manager was asking, and
16 so at that point the Deputy City Manager and I
17 began to look at Infrastructure Ontario.

18 KATE McGRANN: Would you just describe
19 what their entry into the project looked like, how
20 did they begin and then what did it look like to
21 bring them on board.

22 JOHN JENSEN: Well, when the decision
23 was made to bring them on board, we entered into a
24 Memorandum of Understanding with Infrastructure
25 Ontario where we defined the various roles and what

1 their scope of work would be.

2 And Infrastructure Ontario ultimately
3 came on as a procurement lead to help us lead the
4 process through the procurement, and at that point
5 we brought their template into the mix so that we
6 could begin using that as the basis for the Project
7 Agreement ultimately.

8 KATE McGRANN: And did they have
9 involvement prior to the negotiation of the MOU?
10 Like how did they first come to be working with the
11 City?

12 JOHN JENSEN: Well, I think it was kind
13 of all a part and parcel process, where they had
14 meetings with us and with the Deputy City Manager
15 and the City Manager, and at that point we began to
16 explore the value of the various procurement
17 options. And when it became apparent that a
18 P3-type model was looking to be an advantageous
19 model, it is at that point where Infrastructure
20 Ontario became more engaged and started providing
21 us with information. And then we just evolved to
22 the point of an MOU.

23 KATE McGRANN: Who was the Procurement
24 Officer from the City who was working on the
25 project?

1 JOHN JENSEN: His name was Dan Farrell.

2 KATE McGRANN: And did the inclusion of
3 Infrastructure Ontario affect the work that he was
4 doing at all?

5 JOHN JENSEN: Well, it took him from
6 being a lead on starting to develop the procurement
7 to being part of a team developing the procurement.

8 KATE McGRANN: And who was ultimately
9 directing the work that Infrastructure Ontario was
10 doing?

11 JOHN JENSEN: Well, I guess I was. And
12 of course, that would have been -- just to clarify
13 that, I mean, it is not as simple as that. It
14 wasn't just me. I was part of a governance
15 structure where I reported to the Deputy City
16 Manager, but I also reported in to a Steering
17 Committee that was chaired by the City Manager and
18 all decisions of any importance in the project were
19 made through that Steering Committee. So for
20 example, bringing Infrastructure on board was
21 ultimately approved by that Steering Committee, and
22 then of course up the chain to Committee and
23 Council if approval was required there at the
24 discretion of the City Manager.

25 So it was all part of a governance

1 structure. So when I say that I was responsible, I
2 was responsible as part of a governance structure
3 that I reported through.

4 KATE McGRANN: And what approach did
5 the -- is this the Executive Steering Committee?

6 JOHN JENSEN: Yes.

7 KATE McGRANN: What approach did the
8 Executive Steering Committee take to making the
9 decisions that it had to make, do you know?

10 JOHN JENSEN: Well, the Executive
11 Steering Committee made decisions based on
12 information and recommendations that were brought
13 forward by the Project Team, and the Executive
14 Steering Committee had a role of reviewing the
15 information and recommendations, asking questions,
16 challenging the process, and ultimately satisfying
17 themselves that they had enough information to make
18 a decision.

19 KATE McGRANN: And do you know if they
20 made their decisions by way of vote or consensus?
21 Do you know how they approached that?

22 JOHN JENSEN: Well, my sense was
23 generally by way of consensus.

24 KATE McGRANN: Generally, do you recall
25 IO providing any advice to the City that the City

1 did not accept?

2 JOHN JENSEN: Well, the project was set
3 up on the basis of having every element of the
4 project questioned at all times. So in other
5 words, nothing was accepted as status quo.

6 So when we reviewed specifications,
7 when we reviewed agreements, when we reviewed
8 language, when we reviewed methodology, it was all
9 constantly challenged as we went through the
10 process to make sure that nothing was accepted as
11 status quo.

12 So in that context, yes, everything was
13 questioned.

14 KATE McGRANN: And what led to the
15 introduction of that challenge-everything approach
16 to this project?

17 JOHN JENSEN: Well, that was generally
18 the approach that I took as part of the process,
19 but I felt that it was expected of us to not accept
20 anything at face value because the objective was to
21 get the best value for the City and the funding
22 partners and the citizens of Ottawa. And we felt
23 that a challenge process of every element of the
24 project was the best way to make sure that we
25 weren't just accepting status quo for the sake of

1 accepting status quo. We were going for best
2 value.

3 KATE McGRANN: And did you have the
4 time that you needed to take the
5 challenge-everything approach that you thought
6 would lead to the best value for the City?

7 JOHN JENSEN: Well, my sense is yes
8 because we managed to deliver the procurement in a
9 thorough way within a reasonable time, and I don't
10 feel that at any point in the process that we were
11 rushed or we were going through things too quickly.

12 My sense of the process is that
13 everything was done quite thoroughly and we looked
14 at every element sufficiently.

15 So I think in that sense there was
16 enough time.

17 KATE McGRANN: And did anybody raise
18 any concerns at any point up to the close of the
19 procurement that things were being rushed or that
20 there wasn't sufficient time to do what needed to
21 be done?

22 JOHN JENSEN: I don't get that sense.
23 I mean, we were always challenging schedule, and I
24 mean, you can always use more time, but in the end,
25 things proceeded effectively and we were able to

1 achieve the objective in a thorough manner.

2 So in that sense, I think that things
3 proceeded as they should, and yeah, I think that is
4 about it.

5 KATE McGRANN: On a day-to-day basis,
6 what did the challenge-everything approach look
7 like in practice?

8 JOHN JENSEN: Well, in practice, if we
9 were in a meeting reviewing language in the Project
10 Agreement, there was ample discussion and
11 encouragement for everyone in the room to speak up
12 if they agreed or disagreed with the language. And
13 as a rule, we would try and work to consensus, and
14 I think for the most part that was true.

15 On the engineering side, we conducted
16 value engineering exercises. We conducted specific
17 reviews to scrub the documents for any errors or
18 omissions. We encouraged team members to speak up
19 if they felt that a specification was too onerous
20 or too lenient.

21 So there was plenty of discussion
22 around every element of the project.

23 KATE McGRANN: And just coming back to
24 the question about IO, understanding now that there
25 was -- everybody was encouraged to challenge and

1 ask questions in order to get the best value, was
2 there any advice that IO really advanced that the
3 City ultimately did not take?

4 JOHN JENSEN: I am trying to think
5 through. I am sure there must have been a time or
6 two where the City had an opinion or a view that it
7 proceeded with that may not have necessarily been
8 the same view that IO would take, but I can't
9 remember specific incidents. It may be getting
10 back into too much small detail. It is awhile ago.

11 So I would have to say I am sure that
12 we disagreed on a point or two and the City held
13 its position, but it would have been done in an
14 informed way with plenty of information on the
15 table.

16 KATE McGRANN: Turning to the design
17 and engineering work that was done, before the City
18 decided to proceed by way of DBFM for Stage 1 of
19 the Confederation Line, can you tell me how -- what
20 design and engineering work was done particularly
21 with respect to the vehicles before that decision
22 was made?

23 JOHN JENSEN: Well, when we formed the
24 project team, the project was at a level called
25 functional design, which is a planning design which

1 is very high level.

2 Once we received the approvals to
3 proceed with the project, then we started advancing
4 the design more towards a procurement level which
5 can be up to about 30 percent design, and that was
6 being conducted by Capital Transit Partners.

7 And at that point, as the design
8 advanced, then we would be able to get a clearer
9 picture of what the requirements of the program
10 were, you know, what the schedule really looks
11 like, what the budget really looks like. It allows
12 us to advance all the elements of the project from
13 a planning design stage to a more delivery-ready
14 design that is ready for the proponents.

15 And as we were advancing that design,
16 we were going through the process of selecting the
17 optimal procurement model, and then once that
18 selection was made, then we could advance the
19 design along those lines to match the procurement
20 model that we were going forward with.

21 KATE McGRANN: So was it the case that
22 the design process lagged behind the decision on
23 the procurement model?

24 JOHN JENSEN: It ran parallel, I would
25 think, or maybe slightly behind because we didn't

1 want to -- we wanted to make sure that the design
2 that we were advancing matched the model that we
3 were going to use, because, for example, the
4 difference between a design/bid/build and a
5 design/build, in the design/bid/build, you have to
6 advance the design much further and be very
7 specific in detail, whereas towards a design/build
8 model, the design can be more in the line of
9 performance specifications; in other words, saying
10 the system has to accomplish this, and then it is
11 up to the bidders to decide how to do that when
12 they do their design.

13 KATE McGRANN: So was there any aspect
14 of the design work that was done that had gone
15 beyond the sort of performance output
16 specifications that you would use in a DBFM to
17 something more specific?

18 JOHN JENSEN: Well, I think because we
19 were doing the two in parallel there was a bit of
20 overlap, but not overly. The mind was always there
21 that we would fine-tune and adjust as we went
22 forward.

23 So I don't think there was a
24 duplication there as much as there was some
25 parallel work that was going on, but it needed to

1 in order to progress the project in a timely manner
2 and not lag behind in terms of keeping it moving
3 forward so that the procurement could proceed.

4 KATE McGRANN: And do you recall
5 whether there was any work that needed to be done
6 to -- backtrack is not the right word, but adjust
7 any of the design work that had been done to
8 properly position it for the procurement model that
9 was picked to make it more of a performance output?

10 JOHN JENSEN: Well, the design was an
11 iterative process, so there was always adjustment
12 being made. There were adjustments being made for
13 many reasons. As we value-engineered further into
14 the process, we saw opportunities to save costs,
15 opportunities to advance the schedule,
16 opportunities to better align with the procurement.

17 So it was always an iterative process
18 moving forward.

19 KATE McGRANN: And what -- specifically
20 with respect to the vehicles, what was brought
21 across from the work that had been done on the
22 North-South Line to inform the design work done on
23 the vehicles for Stage 1?

24 JOHN JENSEN: Well, the vehicle
25 component of the output specifications would have

1 been made available to Capital Transit Partners,
2 and they would have used whatever they felt was
3 valuable from that output specification. But
4 primarily we relied on Capital Transit Partners and
5 their experience in the industry to develop the
6 vehicle specifications ready for procurement.

7 KATE McGRANN: And the design of the
8 requirements from the north-south line, were they
9 more prescriptive than what you were aiming for for
10 the project-specific output specifications, the
11 PSOS for the vehicles on Stage 1?

12 JOHN JENSEN: I don't know if they were
13 more or less specific. The specifications for the
14 vehicle in that project were designed for a
15 design/build/maintain, so they were built for a
16 design/build, so they should have been in
17 alignment. But I can't say specifically whether
18 they were more or less specific.

19 KATE McGRANN: Just because we are
20 talking about the vehicles, I'll try to get as many
21 of the questions that I have about those out of the
22 way right now.

23 What work was done to ascertain what
24 was available in the market that could line up with
25 what the City was looking to obtain by way of

1 vehicles?

2 JOHN JENSEN: Well, we did market
3 soundings where we could have a look at what
4 vehicles were available out in the world, and we
5 relied on Capital Transit Partners to do that work
6 so that we knew.

7 Generally, there aren't that many
8 vehicles in the field. I recall, whether it was
9 just before I went on to the project or just after,
10 there was a technical forum that was run where some
11 of the different vehicle manufacturers were invited
12 to come in and present to the City in a technical
13 forum, but that is a long time ago. I am trying to
14 remember what happened there.

15 But we also would have relied on
16 Capital Transit Partners and their knowledge of the
17 vehicle manufacturers in the world. But like I
18 say, there aren't that many of them that are out
19 there. They are fairly well-known.

20 KATE McGRANN: And do you recall
21 heading into the procurement for Stage 1 what your
22 view was as to whether what the City was looking to
23 procure existed already in the market?

24 JOHN JENSEN: Well, we would have --
25 again, when we looked at the vehicles that were

1 available in the world, it is easy enough to do a
2 study to see what vehicle is running in what City
3 and where and get a sense of are there vehicles out
4 there that can run in this environment.

5 And we know there are because, for
6 example, Calgary Transit is running vehicles in a
7 winter environment. That is one example. But
8 there is vehicles running in Northern Europe and in
9 the northern parts of the United States where there
10 is winter conditions and snow conditions.

11 So again, it is a fairly well-known
12 industry as to who is out there and what is
13 running.

14 KATE McGRANN: And was that study done?

15 JOHN JENSEN: I can't remember. I'm
16 sorry.

17 KATE McGRANN: We have been talking
18 about particularly the weather conditions in Ottawa
19 and trains that are running in similar conditions
20 elsewhere, but I understand that the City also had
21 some requirements about top speeds and a low floor
22 component. Are you familiar with what I am talking
23 about?

24 JOHN JENSEN: That would have all been
25 done as part of the planning in the EA stage, so

1 that was all mapped out before I took on the
2 project in terms of the requirements that the City
3 was looking for.

4 KATE McGRANN: And either you or my
5 audio cut out, so I heard that was all done for the
6 planning in the -- and there was a stage you
7 mentioned and I didn't catch it.

8 JOHN JENSEN: Oh, I'm sorry, all of
9 those decisions as to the type of vehicle, whether
10 it was light rail and low floor and those kinds of
11 decisions were being made at the planning stage and
12 at that approval stage, and I think, if I recall,
13 the City did a technology report where they
14 evaluated all the different types of technology and
15 they selected a certain type of technology and that
16 is what was provided to us to deliver it.

17 KATE McGRANN: And who headed up the
18 work on the vehicles in particular in the planning
19 stage that you just described?

20 JOHN JENSEN: Well, if I recall
21 correctly, that would have been one of the planning
22 managers, either John Moser or Vivi Chi reporting
23 to Nancy Schepers, I believe. So that would have
24 been done through the planning side.

25 KATE McGRANN: Okay, so by the time you

1 get involved, the requirements for the vehicle have
2 already been explored and determined?

3 JOHN JENSEN: For the most part, yeah.
4 We were building light rail. The desire was for
5 low floor. Those were the pieces that were in
6 place.

7 KATE McGRANN: And do you remember if
8 the speed requirements were in place?

9 JOHN JENSEN: Oh, I don't know whether
10 the speed requirements -- I am not sure what speed
11 requirements you are referring to, because the
12 speed requirements on a system are defined by the
13 engineering of the system, in other words -- and
14 the trains, so how fast they can go and how slow
15 they can go.

16 KATE McGRANN: So my understanding is
17 that there was --

18 JOHN JENSEN: A lot of the speed
19 requirements would have also been defined by the
20 passenger volumes that are being carried, the
21 round-trip times that are desired. So a lot of
22 that would have come out of the planning, but
23 generally speed is -- top speed, for example, is
24 defined by the system technology or it is defined
25 by whatever regulation is in place in terms of how

1 fast should you go.

2 And the top speed of the vehicle is
3 also defined by the design of the vehicle.

4 So there is a lot of components to
5 speed.

6 KATE McGRANN: Okay. I understand that
7 the City was looking for a service-proven vehicle
8 for Stage 1. Is that a concept that is familiar to
9 you?

10 JOHN JENSEN: Yes.

11 KATE McGRANN: And what did you
12 understand "service-proven" to mean?

13 JOHN JENSEN: Well, service-proven to
14 me means we are not on the bleeding edge in terms
15 of we are not paying or taking the risk of taking
16 on research and development for something that is
17 brand new that has never been tested. You know,
18 that increases the risk profile of the project.

19 If risk is to be managed in a
20 reasonable way, then approaching a vehicle from a
21 sense that the vehicle or its critical components
22 have operated successfully elsewhere in similar
23 conditions increases the likelihood of having a
24 successful vehicle that is not going to have
25 problems.

1 KATE McGRANN: And did the City have a
2 threshold that they had determined as to what would
3 qualify as service-proven and what would be too
4 much innovation or too much being on the bleeding
5 edge, as you put it, for this particular project?

6 JOHN JENSEN: I can't recall
7 specifically, but that would have all been decided
8 through our work with Capital Transit Partners and
9 their experience with vehicles in terms of
10 determining what determines service-proven.

11 KATE McGRANN: And who would have been
12 leading those discussions and providing them with
13 instructions with respect to that aspect of the
14 project?

15 JOHN JENSEN: Well, our Chief Engineer
16 would have been leading that with Capital Transit
17 Partners and their lead in terms of determining
18 what is service-proven.

19 KATE McGRANN: And do you remember the
20 name of that individual?

21 JOHN JENSEN: Well, our Chief Engineer
22 would be Gary Craig, who I just found out has
23 recently passed away.

24 KATE McGRANN: Yeah, I understand the
25 approach taken to procuring the vehicle involved

1 decoupling the vehicle selection from the selection
2 of the consortium. Do you know what I am referring
3 to?

4 JOHN JENSEN: If you are referring to
5 the vehicle was not presented at the RFQ stage but
6 it was presented at the RFP stage, is that what you
7 are asking?

8 KATE McGRANN: That is part of what I
9 am asking. I want to understand the approach that
10 the City took to procuring the vehicles as part of
11 the overall procurement of the system.

12 JOHN JENSEN: Well, once the decision
13 was made to move to a design/build-type model and
14 ultimately a design/build/maintain with the
15 finance, but the key components are the
16 design/build/maintain, the vehicle was included in
17 the selection of each team. So in other words, the
18 vehicle was not procured separately.

19 And the reason for that is because of
20 something called the wheel-rail interface. In
21 other words, the train runs on the tracks and it
22 connects to the overhead wires, so the train is
23 connected to the system and in the sense that you
24 can put the responsibility of all the design and
25 development of the train, the vehicles and the

1 system and the tracks and everything else together
2 in one package, and then you have got some
3 ownership in terms of quality, long-term
4 maintenance life cycle as opposed to procuring it
5 separately where the City would then take all the
6 risk of that interface.

7 And our objective through the whole
8 process was to keep the risk profile as low as
9 possible for the City.

10 KATE McGRANN: Just stepping back for a
11 second and asking a general question about that
12 objective, I understand that an objective was to
13 keep -- transfer as much risk as possible away from
14 the City, keep the risk as low as possible for the
15 City; is that right?

16 JOHN JENSEN: Not quite. The objective
17 was to have the risk held by the party that was
18 best able to manage that risk. So the City always
19 retained some risk in certain areas because the
20 City was better able to manage that risk.

21 But where the proponent was better able
22 to manage the risk, then the objective was to
23 transfer the risk to the proponent.

24 KATE McGRANN: Okay. Turning back to
25 the vehicle selection, it is my understanding that

1 RTG's first selection of a vehicle provider was a
2 company named CAF; are you familiar with that?

3 JOHN JENSEN: I am familiar with that
4 company.

5 KATE McGRANN: Okay. And are you aware
6 of RTG advancing CAF as a vehicle provider for this
7 project?

8 JOHN JENSEN: I am trying to think back
9 now. In all of our compliance reviews, I do
10 believe one -- at least one vehicle was deemed
11 non-compliant, and that would have meant that the
12 proponent would have either had to bring that
13 vehicle up to a compliant level or they would have
14 had to select another vehicle.

15 KATE McGRANN: And do you have any
16 recollection of RTG's first vehicle selection being
17 deemed non-compliant?

18 JOHN JENSEN: It is vague. I am trying
19 to dig back in my mind just exactly what went on
20 with that in terms of why it was non-compliant, but
21 I can't remember specifically.

22 But certainly the process was set up in
23 the procurement so that the proponents could meet
24 with us on a regular basis to confirm compliance
25 with various elements of their bid, and the

1 objective there was to make sure that we had a
2 biddable and bankable project and also that we had
3 a number of good, solid compliant teams coming
4 forward with bids.

5 So the objective there was to help make
6 sure that we got good, solid compliant bids from a
7 good selection of proponents.

8 KATE McGRANN: And how closely involved
9 were you in the back and forth with the bidders
10 through the in-market period about the vehicles in
11 particular?

12 JOHN JENSEN: Well, I certainly would
13 have been there for many of the meetings to help
14 lead the discussion, but those were always
15 inclusive of a broad spectrum of the whole team.
16 So our owner's engineer was there. Financial
17 people would be there. Legal would be there,
18 appropriately at any of the meetings.

19 KATE McGRANN: And I understand that
20 after CAF was disallowed or deemed non-compliant,
21 RTG brought Alstom forward. Does that accord with
22 your recollection?

23 JOHN JENSEN: RTG ultimately brought
24 Alstom forward, yes.

25 KATE McGRANN: And do you have a

1 recollection of when in the process Alstom was
2 brought forward as RTG's vehicle provider proposal?

3 JOHN JENSEN: Well, they would have
4 been brought forward early enough in the RFP
5 process so that RTG would have been able to prepare
6 their bid.

7 KATE McGRANN: And do you have a sense
8 of when that would have been?

9 JOHN JENSEN: Well, it would have
10 been -- I am just now having a difficult time being
11 specific in my memory because it was awhile ago,
12 but it would have been very early in the RFP
13 process.

14 KATE McGRANN: Do you recall anyone
15 expressing any concerns internally or otherwise
16 about the timing of Alstom's entry into the
17 procurement experience, whether they had had the
18 opportunity to go through all of the confidential
19 meetings that you have described and things like
20 that? Any concerns about that?

21 JOHN JENSEN: I am not aware of any.
22 And again, it is a long time ago, but there is
23 nothing that sticks out in my mind. My view is
24 that the process proceeded as it should have, and
25 there wasn't anything that I can think of right now

1 that red-flagged it.

2 KATE McGRANN: And in terms of whether
3 the City got a service-proven vehicle in the way
4 that it had wanted to, what was your understanding
5 about whether that objective was achieved?

6 JOHN JENSEN: Well, ultimately the bids
7 went through and the vehicle was deemed compliant.
8 So as far as I am concerned, it went through
9 properly.

10 KATE McGRANN: Did you have an
11 understanding of what adjustments and changes would
12 be required for the vehicle in order to get to
13 where it needed to be for the City?

14 JOHN JENSEN: I am sorry, I don't quite
15 understand the question.

16 KATE McGRANN: Did you understand that
17 Alstom was proposing a model that it would then
18 need to make adjustments to in order to use it for
19 the City's purposes?

20 JOHN JENSEN: Adjustments? I am not
21 aware of anything of substance that arose. There
22 certainly would have been adjustments in terms of
23 the length of the individual vehicle, but that
24 isn't fundamental to the design.

25 I am not aware of any fundamental

1 adjustments, but again, I am going back, you know,
2 over a decade here and I am just trying to think.
3 But I am not aware of anything that stands out in
4 my mind.

5 KATE McGRANN: It is my understanding
6 that the vehicle that was put forward as the sort
7 of reference vehicle was the Citadis Dualis. Does
8 that ring a bell for you?

9 JOHN JENSEN: The Citadis rings a bell,
10 yes.

11 KATE McGRANN: And the Citadis Dualis
12 in particular?

13 JOHN JENSEN: Again, that is awhile
14 ago, and you know, I have seen many vehicles since
15 then. So I have got to be careful I am not mixing
16 up one versus another and one that I have seen more
17 recently and -- but as far as the vehicle was
18 concerned, when it went through its evaluation by
19 the Technical Evaluation Committee and they were
20 looking for compliance of the vehicle, the vehicle
21 that was submitted was deemed compliant.
22 Otherwise, it wouldn't have proceeded through the
23 procurement.

24 KATE McGRANN: To your knowledge, were
25 any waivers of requirements granted with respect to

1 the Alstom vehicle?

2 JOHN JENSEN: I can't recall that.

3 KATE McGRANN: And who would have
4 been -- who would have determined whether a waiver
5 of compliance would be granted in respect of
6 the --

7 JOHN JENSEN: Well, the waiver of
8 compliance would have gone through the evaluation
9 process. There was a very, very well-structured,
10 complex evaluation structure, well-defined, and it
11 would have worked its way through that system.

12 But I can't recall right at the moment
13 whether there were any waivers given.

14 KATE McGRANN: And if you can, and you
15 can just tell me, but can you describe to me what
16 the approach was for considering waivers
17 particularly with respect to the vehicles?

18 JOHN JENSEN: Well, the waiver would
19 have been evaluated by the Technical Evaluation
20 Committee to determine if it was material; in other
21 words, if it affected ultimately the product.

22 And then it would have been run up
23 through the governance structure to get final
24 approval.

25 But again, I don't recall anything

1 standing out for me in that area. That doesn't
2 mean my memory isn't inaccurate here, so it is
3 just, you know, I can't remember.

4 KATE McGRANN: When you say that it
5 would be run up through the governance structure,
6 is this the kind of thing that would be brought
7 before the Executive Steering Committee for a
8 decision?

9 JOHN JENSEN: Well, if it was material,
10 yes, it would have.

11 KATE McGRANN: And then with respect to
12 the selection of Thales for the computer-based
13 train control system and related components, do you
14 recall if going into the process the City had a
15 particular system or supplier in mind?

16 JOHN JENSEN: We did not have a
17 particular system or supplier in mind. We were
18 looking for qualified bidders who had experience in
19 the field and who met the requirements of the RFP
20 and the specifications.

21 KATE McGRANN: Do you recall who had
22 been selected to supply the system on the
23 North-South line?

24 JOHN JENSEN: No, I don't. I know
25 Siemens was in the game and Siemens does its own

1 systems, and I can't remember if there was a
2 separate provider or if Siemens was going to be the
3 systems provider and do the full-meal deal on that
4 project. That was awhile ago. I can't remember.

5 KATE McGRANN: Do you recall at the
6 time that the procurement was outstanding during
7 the in-market period whether the City had any
8 knowledge of whether the Thales system had been
9 integrated with Alstom vehicles before?

10 JOHN JENSEN: I can't say, but I mean,
11 the output specifications would have spoken to the
12 integration. So it would have technically had to
13 be compliant or it wouldn't have made it through
14 the process.

15 KATE McGRANN: And just to help me
16 understand, when you say "the output specifications
17 would have spoken to the integration", what do you
18 mean?

19 JOHN JENSEN: Well, the output
20 specifications define what the system is supposed
21 to do, and in the design/build model the bidder
22 puts forward their submission and their team and
23 they have to demonstrate as part of that that they
24 meet -- they are in compliance with the output
25 specifications.

1 And then after that, once they get
2 rolling and start building, they are responsible
3 for the design, the integration, everything. That
4 is the whole point of that design/build.

5 KATE McGRANN: Do you recall at any
6 point during your time on the project whether there
7 was conversations about the fact that the vehicle
8 and Thales system would be integrated for the first
9 time ever on this project, whether there were any
10 concerns about that, that introducing any
11 additional risk or requiring any additional space
12 to integrate properly?

13 JOHN JENSEN: To the best of my memory,
14 I don't recall any issues there.

15 KATE McGRANN: And leaving issues
16 aside, do you recall any discussion about that
17 being the case and what might be done to account
18 for that, that new element of the system?

19 JOHN JENSEN: To the best of my
20 recollection, I don't recall anything that stands
21 out in that area.

22 KATE McGRANN: Okay.

23 JOHN JENSEN: And again, the nature of
24 the design/build is that the responsibility for the
25 design, the integration, the ultimate operation and

1 the long-term maintenance and stability lies with
2 the design/builder. So in this case, RTG, the full
3 responsibility for that lies with them. That is
4 the basis of that design/build model and --

5 KATE McGRANN: Does -- sorry, go ahead.

6 JOHN JENSEN: The design/build/maintain
7 model actually.

8 KATE McGRANN: I am thinking about your
9 comments about the City not wanting to be on the
10 bleeding edge of things, as you put it, and I am
11 wondering whether there was any consideration on
12 the City's side about whether this particular
13 pairing of Alstom and Thales represented that kind
14 of a new unproven sort of combination?

15 JOHN JENSEN: To the best of my
16 recollection, I do not recall there being an issue
17 in that area.

18 KATE McGRANN: Could you speak to the
19 involvement of OC Transpo in the work that was done
20 to prepare this project to go to procurement?

21 JOHN JENSEN: Well, first and foremost
22 the General Manager of OC Transpo was a member of
23 the Executive Steering Committee, and therefore,
24 the General Manager of OC Transpo had full
25 knowledge of all of the decisions that were being

1 made about the project and had full opportunity to
2 input into that process and was also kept informed
3 about everything that was going on.

4 OC Transpo would have been consulted
5 and involved in the original planning of the
6 project, the designs, and that process that brought
7 the project to a functional level and approved for
8 moving the next step to procurement, so they would
9 have been considered in terms of their needs,
10 ridership, functionality of the system, all of
11 those things would have been considered at that
12 planning stage. I was not part of that.

13 And then once the project was underway,
14 OC Transpo's primary role would come into play
15 sometime after the procurement was advanced, once
16 the project got to a point where OC Transpo needed
17 to be engaged and bring staff on board for training
18 and those elements where they were directly
19 involved.

20 KATE McGRANN: Focussing for a second
21 on the consultation and involvement of OC Transpo
22 in the planning and design, you said that was
23 during a period that you weren't involved and I
24 just want to understand, because I think I might be
25 a little bit confused, was it the case that -- when

1 did you get involved in the planning and the design
2 of the project?

3 JOHN JENSEN: I got involved in the
4 project after it was approved as a project by the
5 City to move from the planning stage to the
6 procurement stage.

7 So the planning department had control
8 of that project right through into the
9 environmental assessment, vehicle selection,
10 design, initial design of the system, ridership
11 projections - all of that was handled at the
12 planning phase and I wasn't involved in that.

13 When I stepped in to become involved
14 was when Council approved that project to move to
15 procurement, the funding was available and the
16 funding approved, and it was at that stage that we
17 took it and moved it to the next level.

18 So the systems -- the systems
19 functionality would have all been predetermined at
20 that point and we were simply taking it to the next
21 level to procure it.

22 KATE McGRANN: And is that -- during
23 your -- let me try this a different way, sorry.

24 Were you involved during the time that
25 Capital Transit Partners and members of City staff

1 are working to bring the level of design to the
2 point that it is ready to be put into the PSOS, for
3 example?

4 JOHN JENSEN: Well, we -- yeah, we took
5 the project at the point where we started to
6 actually make the full-blown PSOS, advance the
7 design.

8 You know, projects like this go through
9 several levels of design. There is a functional
10 design which is at the planning stage, where the
11 project is designed enough to determine the
12 alignment, the number of stations, what type of
13 technology, and what the system needs to accomplish
14 and the EA process is engaged in and advanced.

15 And once it moves past that stage and
16 it is now funded and approved as a project, then we
17 took it over and then took the design at that point
18 and started advancing it for procurement, taking it
19 into preliminary engineering.

20 KATE McGRANN: So if I want to make
21 sure that you and I are talking about the same
22 thing, the part of the design that you were
23 involved in is the preliminary engineering phase,
24 not the functional design phase?

25 JOHN JENSEN: That's right.

1 KATE McGRANN: And can you speak at all
2 to OC Transpo's involvement in the functional
3 design phase? Do you have any information about
4 what that looked like?

5 JOHN JENSEN: No, I wasn't involved in
6 that process. I was at that point in time managing
7 the O-Train and other elements, so I didn't get
8 engaged in that.

9 So I can't say what was and wasn't
10 done. But I would assume that as part of the
11 planning process and as part of the EA process,
12 planning would have been representing Ottawa
13 Transit and engaging them in the expectations of
14 the project. But someone else was doing that. So
15 I am simply speculating on what probably occurred
16 at that point in time.

17 KATE McGRANN: Understood. With
18 respect to the preliminary engineering, can you
19 describe for me in a little bit more detail what OC
20 Transpo's involvement looked like beyond the fact
21 that the General Manager of OC Transpo was a member
22 of the Executive Steering Committee?

23 JOHN JENSEN: At that stage of the
24 process, the involvement was the OC Transpo General
25 Manager on the Steering Committee, because it was

1 really work that was already pre-approved in terms
2 of its direction, so we were just advancing the
3 design.

4 KATE McGRANN: Did you have any
5 involvement in the decision that OC Transpo would
6 be the operator of the Confederation Line?

7 JOHN JENSEN: Well, I was part of that
8 decision-making process that the City made, yes.

9 KATE McGRANN: And can you describe to
10 me what that process involved and what it looked
11 like?

12 JOHN JENSEN: Well, the decision to not
13 include the operator in the system was done as part
14 and parcel of a Deloitte study or a Deloitte
15 report, whatever you want to call it, where we did
16 under Deloitte's guidance an in-depth analysis of
17 which procurement model to move forward with.

18 And the decision on operations in or
19 out was carried out as part of that process, and
20 the foundation of that decision for operations in
21 or out had to do with the nature of the future of
22 the system and how it would operate and recognizing
23 that there would be future extensions potentially
24 of the existing line plus other lines and the
25 importance of having OC Transpo being able to

1 integrate all of its operations in terms of buses
2 and trains in emergencies and through multiple
3 extensions of the system.

4 And it was at that point that the
5 decision was made that the operations should stay
6 with OC Transpo in the best interests of the system
7 going forward.

8 KATE McGRANN: And do you recall as
9 part of all of that work whether there were areas
10 of particular consideration that were identified
11 that the City should keep in mind with respect to
12 the required interface between OC Transpo and the
13 maintainer once the system went into service?

14 JOHN JENSEN: Other than -- I mean,
15 primarily that was handled through the Project
16 Agreement and the PSOS in terms of defining all of
17 those interfaces between OC Transpo and RTG, and
18 there was considerable work done and considerable
19 language in those documents covering how the
20 handover interface would occur at the maintenance
21 facility between drivers, error reporting, training
22 programs, Control Centre operations, the
23 responsibility of RTG to respond to incidents and
24 support operations requirements in terms of
25 operating the system.

1 And all of that was very, very detailed
2 and covered extensively in the Project Agreement
3 and in the output specifications going forward so
4 that it would all -- there wouldn't be any question
5 as to who is doing what.

6 KATE McGRANN: And were there any
7 particular people, including City advisors, who
8 were focussed on planning out how that interface
9 would work?

10 JOHN JENSEN: Well, Capital Transit
11 Partners had the primary role of putting that
12 interface together, and I am just -- I am trying to
13 remember and I can't really clearly remember who
14 all was engaged in that process, but certainly
15 there were discussions with OC Transpo and of
16 course we had to deal with -- we had the Collective
17 Agreement as a foundation as to what should happen
18 there, and plus Capital Transit Partners'
19 experience with other systems as they operate.

20 KATE McGRANN: And do you recall if
21 there were any particular systems that were used as
22 a precedent for the work done on the interface
23 between the operator and the maintenance on this
24 project?

25 JOHN JENSEN: I can't recall if there

1 was a specific system that was in play or if it was
2 a more general view.

3 KATE McGRANN: With respect to the
4 selection of the design/build/finance/maintain or
5 the DBFM model that was used, can you explain the
6 roles of the various advisors who assisted the City
7 in coming to the decision to proceed by way of
8 DBFM?

9 JOHN JENSEN: So just to clarify, you
10 are asking -- again, you are asking --

11 KATE McGRANN: Which advisors were
12 involved in the consideration of what procurement
13 model to use and what were their roles in that
14 work?

15 JOHN JENSEN: Okay, so the primary on
16 that would have been Deloitte. Deloitte did
17 considerable work to prepare a procurement options
18 analysis and report with the input of the various
19 City representatives that were on the team, Capital
20 Transit Partners, legal. Infrastructure Ontario
21 had a role in providing information about
22 procurement models.

23 So it was a cross-section of the entire
24 team that was involved in that process. And then
25 once the Deloitte report was completed with the

1 recommendations, then that would have gone up the
2 governance structure to the Executive Steering
3 Committee ultimately for the final decision.

4 KATE McGRANN: And do you remember
5 which factors weighed in favour of the DBFM in your
6 mind?

7 JOHN JENSEN: Well, I mean, the
8 advantages of the design/build/maintenance-type
9 model really lie around a better risk profile for
10 the City because the design, construction and
11 integration lies in the hands of one single entity
12 with one throat to choke.

13 And when you add long-term maintenance
14 into that with some skin in the game in terms of
15 lenders and capital, there is a considerable
16 driving force for someone like RTG to do a good
17 job, both in terms of design, making good design
18 and maintenance decisions, making good long-term
19 decisions, because they are on the hook for it, and
20 it creates a model where the City can provide
21 oversight of a contract as opposed to trying to
22 manage each component by themselves.

23 Plus the design/build model tends to be
24 better from a schedule perspective; in other words,
25 it is completed more quickly. And it tends to be

1 better from a cost perspective because you can take
2 advantage of the design/builders' secret sauce, so
3 to speak. They have their proprietary methods that
4 they can do better than anyone else and for a
5 better cost.

6 So all in all, the design/build model
7 creates a good profile for the City going forward.

8 KATE McGRANN: And what is your
9 understanding of why this model is better from a
10 schedule perspective?

11 JOHN JENSEN: Well, it is better from a
12 schedule perspective because having a single entity
13 responsible for all elements of the design and the
14 build and the integration means that they can
15 optimize the schedule from their perspective with
16 their partners.

17 In a traditional design/bid/build, you
18 are running separate procurements for everything
19 and it ends up that you can't necessarily overlap
20 parts. You might have to do them sequentially,
21 whereas a design/builder can do things in parallel,
22 change the order, they can respond to issues more
23 quickly because they can do a quick design
24 alteration and then adjust it with their partners.

25 So in the end, schedule-wise the

1 design/build does tend to be better than a
2 design/bid/build.

3 KATE McGRANN: And then what does
4 adding in the finance component add to benefits in
5 the project from the City's perspective?

6 JOHN JENSEN: Well, one of the elements
7 of adding the finance in is it brings lenders and
8 investors into play, and they tend to be very
9 interested in making sure that they benefit from
10 the process. So they tend to provide a little bit
11 of additional oversight and impetus on the
12 contractor.

13 Plus, in various shapes and forms there
14 is still money sitting on the table that needs to
15 be paid out to the proponent, so there are
16 opportunities, for example, for the City to hold
17 back payments and those types of things to create
18 incentive.

19 And then there is the financing costs.
20 The longer the project takes, the more it costs the
21 design/builder in terms of financing costs.

22 So there are plenty of incentives for
23 them to get it right.

24 KATE McGRANN: And in your mind at the
25 time that this decision was made, was there any

1 benefit to having third party lenders as a
2 moderating influence on the partnership between the
3 City and the ProjectCo? Obviously you go into this
4 hoping for the best, but in the event that disputes
5 arise, was there any view to whether having third
6 party lenders may act as a force that would push
7 the project forward?

8 JOHN JENSEN: I am not sure we looked
9 at having the lenders play that role.

10 KATE McGRANN: Do you remember any
11 discussion about the lenders either directly or
12 indirectly having that kind of an effect on the
13 project?

14 JOHN JENSEN: Well, the primary
15 discussion around the lenders having an impact
16 would be the lenders in relationship to ProjectCo,
17 to RTG. That was the primary -- that was the
18 primary view.

19 KATE McGRANN: Okay. And do you
20 remember any discussion about that sort of direct
21 or indirect influence on the partnership?

22 JOHN JENSEN: It is awhile ago.
23 Nothing is coming to mind. That doesn't mean that
24 those discussions didn't happen. It is just I
25 don't recall right now.

1 PETER WARDLE: If you don't mind, Ms.
2 McGrann, you keep using the word "partnership".
3 The Project Agreement is very specific that it is
4 not a partnership. I know all of the witnesses
5 refer to it as a "P3 model", but the Project
6 Agreement makes it very clear it is not a
7 partnership between the City and RTG.

8 KATE McGRANN: The relationship between
9 the City and RTG is how I will refer to it going
10 forward.

11 PETER WARDLE: Thank you. I am not
12 trying to be difficult. I just don't want to have
13 somebody later suggest that there is something here
14 that isn't.

15 KATE McGRANN: Not at all.

16 Ultimately, the finance -- the third
17 party finance group is sort of taken out of the
18 picture when the City executes a debt swap. Are
19 you familiar with the fact that that took place?

20 JOHN JENSEN: I'm sorry, ask the
21 question again? I am not sure I understood you.

22 KATE McGRANN: Are you aware of the
23 fact that the City executed a debt swap to
24 effectively step into the shoes of RTG's lenders
25 part of the way through the construction phase of

1 the project?

2 JOHN JENSEN: Part of the way through
3 the construction phase? No, I am not aware of
4 that.

5 I am actually -- just to be clear, I
6 have very little knowledge of anything that
7 occurred after contract award because I was busy
8 elsewhere, and frankly, I really didn't track
9 things much.

10 And so my knowledge of what occurred
11 after the contract was awarded and I went and I
12 left is very, very, very limited. I wasn't even
13 aware that the system was having as many issues as
14 it turns out it was having. I was quite surprised
15 to discover that.

16 So and since I have retired, I have
17 paid no attention to any work whatsoever. I have
18 been busy retired.

19 KATE McGRANN: That sounds absolutely
20 lovely. During the time that you were working on
21 the project, was there any discussion about step-in
22 rights that might be available to the City with
23 respect to the financing component of the DBFM?

24 JOHN JENSEN: Those discussions would
25 definitely have taken place. That would have

1 primarily been done between the lawyers and the
2 financial advisors, and any decisions in that area
3 would have gone up through the Executive Steering
4 Committee.

5 KATE McGRANN: And do you recall any
6 decisions being made about that while you were
7 working on the project?

8 JOHN JENSEN: I can't remember any
9 specific decisions, but what I can say is that
10 every effort was made by the legal team and the
11 financial team to make sure that the appropriate
12 mechanisms were in place.

13 KATE McGRANN: And do you
14 specifically -- and I will need to be careful here
15 because I am not interested in hearing about
16 any -- or asking you to share any legal advice that
17 was sought or was given to the City.

18 But more generally, do you recall
19 discussions about whether step-in rights would be
20 required and what they would look like and in what
21 circumstances they would be triggered, or anything
22 like that?

23 JOHN JENSEN: I can say that those
24 discussions would have occurred. I can't remember
25 the specifics of any of those discussions, but we

1 would have relied on BLG and on our financial
2 advisors and on the City's financial department to
3 make sure -- and the City's legal department for
4 that matter. I think I forgot to mention we had
5 someone from City legal on the team as well.

6 I would have relied on those players on
7 the team to make sure that the appropriate
8 discussions and language was put into place.

9 KATE McGRANN: At the time that the
10 procurement for Stage 1 was in-market and before
11 that, the City was already planning for eventual
12 expansion of the LRT system; is that fair?

13 JOHN JENSEN: There was certainly
14 conversation occurring about that.

15 KATE McGRANN: How was the potential
16 for expansion of the system accounted for in the
17 procurement of Stage 1?

18 JOHN JENSEN: I don't -- I can't
19 remember what contractual language there is about
20 joining up and expanding, but there was definitely
21 language in the agreement and in the output
22 specifications to make sure that the system could
23 handle capacity out beyond 2035 with options to
24 extend station lengths, options to purchase more
25 vehicles if that ended up being the play and that

1 was how it went, and there was general language,
2 and I can't remember what the language is, but I
3 know we had a discussion about it and put some
4 general language in the Project Agreement that
5 allowed us to extend the system in the future.

6 And it would have been fairly general
7 language because, without knowing what the system
8 was going to look like, we wouldn't want to tie the
9 City's hands going forward in the future, but we
10 did -- I am 99 percent sure there is language in
11 there that says that we can expand the system and
12 it allows that to happen. I just can't remember
13 where it is.

14 KATE McGRANN: Fair enough. Do you
15 remember any particular discussions about the
16 financing component and how the eventual potential
17 expansion of the system would affect the financing?

18 JOHN JENSEN: Not specifically, but
19 that would have -- that discussion would have taken
20 place and there -- I know that the City Treasurer
21 and the Deputy City Treasurer and our financial
22 advisors were very carefully looking at those types
23 of things. I just can't speak specifically to it.

24 KATE McGRANN: Okay. With respect to
25 the standards and like industry standards that

1 would be required from a safety perspective, from a
2 systems integration perspective, can you talk to me
3 about how those were considered, selected and built
4 into the Project Agreement?

5 JOHN JENSEN: Well, Capital Transit
6 Partners would have been relied upon to ensure that
7 the output specifications covered all industry
8 standards, regulations, the optimal safety. We
9 would have relied on Capital Transit Partners to
10 put all that together.

11 We would have also relied on the legal
12 team to look through and make sure that all
13 regulations, legislation, anything like that was
14 included in the language and was covered.

15 But the purpose of the owner's
16 engineer, Capital Transit Partners, is to bring
17 that expertise to the table so that we can rely on
18 it.

19 KATE McGRANN: Do you remember if any
20 decision points on industry standards, which to
21 use, et cetera, were escalated to the Executive
22 Steering Committee?

23 JOHN JENSEN: Sorry, ask that again.

24 KATE McGRANN: Do you recall if any
25 decisions about the industry standards that would

1 be used for this project were escalated to the
2 Executive Steering Committee?

3 JOHN JENSEN: If you are asking if
4 there were any concerns about standards or whether
5 or not we were identifying all standards, I don't
6 recall that occurring.

7 We were relying on our certified
8 engineers to make sure that all the appropriate
9 standards and regulations were applied. So I don't
10 recall any issues in that area.

11 KATE McGRANN: Any decisions between
12 competing standards to use, for example?

13 JOHN JENSEN: I don't recall, no.

14 KATE McGRANN: With respect to the use
15 of milestone payments for this project, were
16 milestone payments always the only option that was
17 available for interim payments to be made, or were
18 other approaches considered as well?

19 JOHN JENSEN: Well, all of that would
20 have been part of the study that we did with
21 Deloitte on procurement options and the best way to
22 proceed with the project, and that would have all
23 been input from our financial advisors, from the
24 City financial folks.

25 And that conversation would have gone

1 up through Executive Steering Committee to land on
2 the final model that the City agreed to.

3 KATE McGRANN: Okay, and do you recall
4 whether any approaches other than the milestone
5 approach were considered?

6 JOHN JENSEN: I can't recall the
7 discussion on that, but I am sure that we looked at
8 more than one approach. I can't imagine that we
9 didn't.

10 KATE McGRANN: And if you don't
11 remember, you'll just let me know, but do you
12 recall what factors weighed in favour of selecting
13 the milestone approach?

14 JOHN JENSEN: I can't recall. I can't
15 recall. The financial people that were on the
16 project would have a much better memory of that
17 than I would.

18 KATE McGRANN: Did you have any
19 involvement in negotiating funding from the
20 Provincial or Federal Government?

21 JOHN JENSEN: I was involved in
22 negotiating the agreements.

23 KATE McGRANN: And was there a
24 requirement from either the Provincial or Federal
25 Government that this project proceed by way of a P3

1 or an AFP?

2 JOHN JENSEN: I don't recall a
3 requirement being put forward. We certainly went
4 through a full selection process. I do recall that
5 when we brought Infrastructure Ontario on board,
6 their typical position is that long-term finance
7 needs to be part of the process in order for them
8 to be involved, but I don't recall -- I don't
9 recall being directed to do a P3.

10 KATE McGRANN: And do you --

11 JOHN JENSEN: To the best of my memory,
12 I don't recall that.

13 KATE McGRANN: Any particular
14 challenges in negotiating the funding agreements
15 with the Provincial and Federal Government?

16 JOHN JENSEN: I don't recall any
17 challenges. I recall the process proceeding and
18 there was discussion, but I don't recall any --
19 ultimately we signed the agreements and they were
20 approved by the Executive Steering Committee, so...

21 KATE McGRANN: Did the Province require
22 any sort of project management plan as part of its
23 agreement to finance the project?

24 JOHN JENSEN: I can't recall the
25 specifics of any of the agreements, but what is

1 standard in any agreement with the Province or the
2 Feds is they have some measure of oversight. So
3 they'll want to know what the program is. They'll
4 want to track it. They'll want to have meetings
5 going forward to follow progress. So they do their
6 due diligence and they have oversight, and there
7 would be something in the MOU that would speak to
8 that. I can't remember specifically what it was.

9 KATE McGRANN: When you say that there
10 would be something in the MOU, are you referring to
11 the sort of agreement in principle or greenlight
12 letter that came in advance of the official
13 commitment?

14 JOHN JENSEN: I don't think I am
15 referring to any one specific thing. I mean, in
16 the end we would have had an agreement for the -- a
17 funding agreement with the Federal partner and with
18 the Provincial partner.

19 And in those funding agreements that
20 were negotiated, there would have been and there
21 was oversight provisions for the Provincial and the
22 Federal Government, and I recall having regular
23 meetings with those partners and giving reports and
24 updates on the progress of the project and
25 answering questions.

1 KATE McGRANN: All right. When you say
2 you would attend regular meetings with them, how
3 frequently would those meetings take place?

4 JOHN JENSEN: Oh, I don't know. I
5 think quarterly comes to mind, but I can't say that
6 for sure.

7 KATE McGRANN: And do you recall if
8 there was any particular template or form that you
9 used for the reporting that you made to the
10 Government, Provincial and Federal?

11 JOHN JENSEN: I can't recall. There
12 were at least minutes from the meetings, but I
13 can't recall the other reporting.

14 There was probably financial reporting
15 to them, I am positive, but I can't recall what it
16 looked like.

17 KATE McGRANN: Do you recall -- and I
18 apologize, I'm jumping around with topics here, but
19 turning back to the milestone payments for a
20 moment, do you recall if there was a precedent
21 project or projects that were used to model the
22 milestone approach in this particular instance?

23 JOHN JENSEN: I don't recall. I know
24 the financial advisors and the City financial folks
25 would have looked at it very carefully, but I can't

1 recall.

2 KATE McGRANN: With respect to the
3 payment mechanism for the maintenance phase, were
4 you involved in determining what that would look
5 like?

6 JOHN JENSEN: Well, the payment
7 mechanisms would have been defined by the financial
8 team.

9 KATE McGRANN: Okay. And were you
10 involved in that --

11 JOHN JENSEN: And they would have --
12 the financial team would have taken the lead on
13 developing the payment mechanisms. I am sure they
14 would have worked with Infrastructure Ontario as
15 well as part of that process.

16 And then all of that would have gone up
17 through the Executive Steering Committee.

18 KATE McGRANN: And were you involved in
19 any of the work that was done to prepare the
20 payment mechanism?

21 JOHN JENSEN: Peripherally I would have
22 been involved as a lead on the project, but my
23 reliance would have been on our legal -- on our
24 financial and on our legal team, and then
25 ultimately our financial lead would report it up

1 through the Executive Steering Committee, which
2 then would have approved whatever we landed on at
3 the time.

4 KATE McGRANN: And did you have a
5 general understanding of how the payment mechanism
6 would operate in practice?

7 JOHN JENSEN: I would have at the time.
8 I cannot recall right now.

9 KATE McGRANN: Do you recall that there
10 would have been a component that involved
11 deductions from monthly payments in the event that
12 certain requirements were not met?

13 JOHN JENSEN: I believe that is
14 correct, but again, I am going back on memory,
15 so...

16 KATE McGRANN: And do you recall
17 whether there was also a point system in play that
18 would be used to measure performance against a set
19 of requirements?

20 JOHN JENSEN: Yes. There was an
21 extensive points system contained in the -- what is
22 it, Schedule 15 -- the maintenance agreement, 15-3,
23 or whatever it is, that a lot of work was done
24 putting that together to develop a very clearly
25 defined regime for the maintenance contractor or

1 RTG to adhere to and a points system that would
2 allow it to be tracked.

3 And there were threshold points where
4 certain actions could be taken by the City if they
5 exceeded the points in those areas, I mean, all the
6 way up to the ultimate nuclear of replacing the
7 maintenance provider, but that is not the kind of
8 thing you want to do if you don't have to.

9 KATE McGRANN: Fair enough. With
10 respect to the payment deductions, do you remember
11 any discussions about how those would operate at
12 all?

13 JOHN JENSEN: Well, I can tell you that
14 there were discussions. The bulk of those
15 discussions would have been held with our legal
16 team and our financial team and our Capital Transit
17 Partners. And again, I would have been part of
18 some, not all, more peripheral as the leader of the
19 project.

20 And then ultimately that regime and
21 those mechanisms would have been taken up through
22 the Executive Steering Committee and approved by
23 the Executive Steering Committee.

24 KATE McGRANN: To the extent that you
25 can recall, can you help me understand what the

1 purpose of the monthly deductions, or the
2 deductions to the monthly payments, I should say,
3 was in the overall scheme of the agreement?

4 JOHN JENSEN: Sorry, could you repeat
5 the question?

6 KATE McGRANN: Yes, let me try to
7 repeat it a little more clearly. What did you
8 understand the purpose was of potential deductions
9 to the monthly payments in the overall maintenance
10 phase?

11 JOHN JENSEN: Well, any financial
12 components to the maintenance phase would have been
13 aimed at encouraging compliance on the part of
14 ProjectCo to do the job that they were supposed to
15 do, and there would have been mechanisms there as
16 well if it went too far that the City would be able
17 to withhold money in order to step in itself if it
18 needed to.

19 So there was considerable discussion
20 around those types of mechanisms. And the only
21 challenge I'm having right now is that because it
22 is awhile ago, I don't remember all the specifics,
23 and so I wouldn't want to say something incorrect.

24 KATE McGRANN: Yeah, if you don't
25 remember, just let me know and we'll keep

1 progressing.

2 Do you recall if there was any
3 discussion of any sort of cap or ceiling to be put
4 on the deductions that could be applied in any
5 given month?

6 JOHN JENSEN: I don't recall
7 specifically. I would think there would be because
8 ultimately you can't have a never-ending spot. But
9 I don't recall specifically what it might be.

10 KATE McGRANN: We are getting close to
11 the time for the afternoon break, so rather than
12 starting on another area and then pausing, if it
13 works for everybody, why don't we just take our
14 break now. It is 3:25. We can come back at 3:35.

15 JOHN JENSEN: Okay.

16 -- RECESSED AT 3:25 P.M.

17 -- RESUMED AT 3:35 P.M.

18 KATE McGRANN: Looking at another
19 element of risk transfer on Stage 1 of Ottawa's
20 LRT, I have some questions for you about the
21 geo-technical risk transfer that was achieved
22 through the Project Agreement. Do you know what I
23 am talking about?

24 JOHN JENSEN: Yes.

25 KATE McGRANN: Okay. With respect to

1 the City's approach in this case to the
2 geo-technical risk transfer, were there any
3 precedent projects that you are aware of that the
4 City looked to as an example of what it was doing?

5 JOHN JENSEN: I can't remember right
6 now which projects we looked at specifically, but
7 Capital Transit Partners had tunnelling experts on
8 their team who reviewed numerous projects and had
9 experience elsewhere.

10 And so we relied on them for their
11 geo-technical experience in terms of that area.

12 KATE McGRANN: And do you recall who
13 else was involved in advising the City on the
14 approach to take to the geo-technical risk transfer
15 in the procurement?

16 JOHN JENSEN: Well, the risk transfer
17 would have been a general discussion amongst the
18 team in terms of the best profile. So
19 Infrastructure Ontario would have been involved.
20 Our financial advisors would have been involved in
21 terms -- and our legal advisors in terms of
22 defining what levels of risk transfer were biddable
23 and bankable. We didn't want to create a profile
24 that wouldn't work, for example, for the lenders.

25 So our objective was always to try and

1 optimize the City's risk profile, but in the
2 context of making sure that the project remained
3 biddable and bankable.

4 KATE McGRANN: And do you recall any
5 changes that were made during the in-market period
6 in response to feedback from the bidders or
7 otherwise to the approach taken to the
8 geo-technical risk transfer?

9 JOHN JENSEN: Well, there were numerous
10 commercially confidential meetings held with all of
11 the bidders throughout the entire process, and
12 there were also design review meetings held during
13 the RFP process so that the bidders could submit
14 their designs and get compliance feedback from the
15 team.

16 So there were numerous discussions on
17 all topics, but certainly geo-technical would have
18 been part of it.

19 I can't recall specifically any of
20 those discussions of what would have been raised,
21 but those discussions would have taken place.

22 KATE McGRANN: And understanding that
23 you can't recall any specifics about the
24 discussions, do you recall if any changes were made
25 to the City's approach to the geo-technical risk as

1 a result of their comments or otherwise during the
2 in-market period?

3 JOHN JENSEN: I suppose the -- I think
4 probably the best way to put this is that as part
5 of the process, we defined some options or some
6 different approaches that the bidders could take in
7 their bids that would better match what they were
8 able to take.

9 I think, if I recall, there was a
10 ladder of three options available that ranged from
11 the City taking on the most risk, to the bidder
12 taking on the most or all of the risk. And as I
13 recall in RTG's bid, they ended up selecting the
14 option where they took all of the risk.

15 KATE McGRANN: Do you remember if
16 everybody - and by "everybody" I mean all three
17 bidders - took the same option?

18 JOHN JENSEN: I can't recall. I can't
19 recall what the other two teams did now. The only
20 one I can remember right now is RTG's. But I knew
21 we had two bidders come in compliant -- well, they
22 all came in compliant, but...

23 KATE McGRANN: Do you recall when in
24 the procurement period the ladder was implemented?

25 JOHN JENSEN: Oh, it would have been

1 early in the process so that there was plenty of
2 time for the bidders to consider it.

3 KATE McGRANN: Do you recall if it was
4 in --

5 JOHN JENSEN: I don't recall exactly
6 when it was implemented. I think it was -- it may
7 even have been implemented already when the RFP
8 went out. I can't remember now. I think it was
9 already there when the RFP went out.

10 KATE McGRANN: Do you recall if anyone
11 advised the City against taking the ladder
12 approach?

13 JOHN JENSEN: I am not aware, in the
14 end, of any dissension. Most of these decisions
15 were taken as consensus approaches, and I don't
16 recall -- in the end, I don't recall any
17 dissensions.

18 KATE McGRANN: You mentioned earlier
19 that the approach taken to risk allocation was that
20 the risk should be allocated to the party that is
21 best positioned to bear that risk.

22 Why, in your view, was RTG the party
23 best positioned to bear the geo-technical risk?

24 JOHN JENSEN: Well, RTG has the
25 expertise. They would have assigned -- they would

1 have compiled the technical knowledge about the
2 geo-technical conditions in the City. They best
3 know their means and methods and they are best able
4 to respond if they hit an unknown condition. They
5 are the best able to respond to that.

6 The City really has no experience in
7 tunnelling, so taking on any sort of risk in the
8 tunnelling would be beyond what the City normally
9 would be involved in.

10 So by allowing RTG to handle all of the
11 design, all of the integration, all the means and
12 methods and all of their experience, it makes the
13 most sense for them to take on that risk.

14 KATE McGRANN: Leaving aside the cost
15 consequences if the geo-technical risk materialized
16 for a second, were there any discussion about
17 broader consequences for the project should the
18 geo-technical risk materialize and how those would
19 best be managed in the interests of the project?

20 JOHN JENSEN: I am not sure what you
21 are getting at there, just so I can answer it more
22 clearly.

23 KATE McGRANN: Sure. I am thinking
24 about if, as we know happened on this project, a
25 sinkhole were to materialize, leaving aside the

1 costs and who would pay for remediating the
2 sinkhole, was there any consideration about what
3 kind of an impact an event like that would have on
4 the project from a scheduling perspective, from a
5 delivery perspective, and how that could best be
6 dealt with in the Project Agreement or otherwise?

7 JOHN JENSEN: Yeah, absolutely, those
8 discussions took place in detail as we were looking
9 at the risk transfer model.

10 And certainly, you know, a big
11 component, you mentioned the sinkhole, that concept
12 is something that was very carefully considered and
13 the impact of that.

14 And, you know, where we landed is the
15 entity that is best able to manage a risk like that
16 sinkhole is ProjectCo because they have full
17 control of means and methods. They have full
18 control of all of their subs. And they also have
19 the capacity to dig into their wallet and reach out
20 regionally to get -- my understanding with the
21 sinkhole with RTG is they had trucks and cement
22 trucks coming in from all over the province within
23 days, if I recall what I heard.

24 And that is exactly what we wanted to
25 happen in the risk profile is that ProjectCo would

1 be able to respond quickly to those issues.

2 They would also be able to respond to
3 scheduling issues. If they fell behind, having
4 full control of all of their means and methods,
5 they would be able to perhaps advance another
6 component of the project earlier than later so that
7 they could compensate for the schedule delay that
8 might occur with something like a sinkhole.

9 The other is because they are on the
10 hook for schedule, they are on the hook for delay,
11 they are on the hook for late financing costs, they
12 have an incentive to move quickly to respond to
13 those types of things.

14 So all of those would have been
15 considered in terms of the risk transfer profile,
16 and the desire to get as much of the tunnel risk
17 transferred to the project as we could, while still
18 keeping the project biddable and bankable, and that
19 is one of the reasons for the ladder approach is so
20 that we didn't have a no-bid situation because we
21 created a risk profile that ProjectCo couldn't cope
22 with or their lenders couldn't cope with.

23 So we kind of put the ball in their
24 court to decide where they wanted to go with it.

25 KATE McGRANN: And in looking at from

1 the scheduling perspective, for example,
2 ProjectCo's ability to focus on other geographic
3 elements of the project and advance those, any
4 discussion about how that would interplay with the
5 milestones selected in terms of incentives and
6 ability to complete the project?

7 JOHN JENSEN: If I recall correctly,
8 the milestones were all based on what has been
9 completed and timed in the process, so it would
10 have mapped accordingly in terms of what they had
11 completed.

12 The Independent Certifier would have
13 been signing off on those pieces before milestone
14 payments, so it would have -- I can't recall
15 specifically, but it would have been calibrated to
16 compensate for those types of things.

17 KATE McGRANN: And do you recall any
18 discussions specifically about that?

19 JOHN JENSEN: I can recall there were
20 discussions. I can't recall the specific
21 discussions. But we spent a considerable amount of
22 time with our financial and legal advisors and in
23 calibrating what that would look like as the
24 process went forward.

25 KATE McGRANN: And do you remember any

1 concerns being expressed or running into any
2 challenges in either quantifying or putting a value
3 on that risk, for starters?

4 JOHN JENSEN: I don't recall any issues
5 in terms of being able to value risk or calibrate
6 risk. Our technical teams that were in place and
7 our financial teams that were in place were very
8 capable of understanding that risk and being able
9 to calibrate what was and wasn't an acceptable risk
10 and what the quantities might look like.

11 KATE McGRANN: And do you remember
12 whether there were any concerns or questions
13 expressed by anybody working on or on behalf of the
14 City about whether the City had the authority to
15 implement any aspect of the geo-technical risk
16 ladder that you have described?

17 JOHN JENSEN: You mean about the City
18 taking on that risk?

19 KATE McGRANN: About the City
20 implementing the -- like putting the ladder into
21 the RFP, into the procurement process.

22 JOHN JENSEN: There was no -- I don't
23 recall any contention or any issues about putting
24 that ladder in. Once we defined that that was an
25 option that we wanted to use, then we ran that up

1 through the Executive Steering Committee.

2 I don't recall any issues with it.

3 KATE McGRANN: Do you recall anyone
4 from IO raising any questions about whether the
5 geo-technical transfer approach could be
6 implemented?

7 JOHN JENSEN: Well, I am sure that -- I
8 recall there were discussions around what that
9 profile might look like and what the ladder might
10 look like. And in the end, to the best of my
11 recollection, we reached consensus so that it could
12 move forward.

13 KATE McGRANN: If you don't remember,
14 just let me know, but do you have any specific
15 recollection of IO raising any questions or
16 concerns about whether that could be done?

17 JOHN JENSEN: All I can say is I can
18 recall that we had extensive discussion about the
19 risk ladder and how that may or may not work.

20 I don't recall anything out of the
21 ordinary standing out. And I recall us reaching a
22 consensus at the end, to the best of my memory.
23 And then we ran it up through the Executive
24 Steering Committee.

25 But again, as with every element of the

1 project, there was a lot of discussion around every
2 component before we finally landed on a decision
3 because we wanted to make sure that we turned over
4 every stone before we made that decision and we
5 didn't make any decisions prematurely. We wanted
6 to exercise them. And every member of the team was
7 strongly encouraged to speak up and make their view
8 known and have discussion take place, and then in
9 the end we tried to make most decisions by
10 consensus.

11 KATE McGRANN: Do you recall any
12 particular decisions that weren't able to be made
13 by consensus?

14 JOHN JENSEN: I can't recall the
15 specifics, but I think there was at least one
16 occasion where the City exercised its final
17 decision-making authority and that was exercised in
18 the agreement, the MOU with IO.

19 I can't remember specifically what it
20 was, but I can recall at least on one occasion
21 speaking with the City Manager and asking him to
22 support the City's position as opposed to what IO
23 was saying.

24 And I think it is simply a matter of
25 the fact that in some cases the City had a

1 different view on how that should proceed.

2 KATE McGRANN: And do you remember
3 anything about the subject of that particular --

4 JOHN JENSEN: No, I have been trying to
5 think about it and I just -- I cannot for the life
6 of me recall what it was specifically.

7 KATE McGRANN: Turning to look at the
8 proposal for the manufacturer of the vehicles that
9 RTG put forward and that was ultimately agreed to,
10 do you recall that the proposal involved at least
11 some of the vehicles being manufactured in the
12 maintenance and storage facility?

13 JOHN JENSEN: Yes, I do.

14 KATE McGRANN: And was there any
15 concern or any questions raised on the City's side
16 about those vehicles being built in a brand new
17 facility in --

18 JOHN JENSEN: No, actually, that is a
19 fairly common thing in the industry for a new
20 project build for the vehicles, or at least some of
21 the vehicles to be assembled in the maintenance
22 facility.

23 It has some real benefits for the
24 project because what you end up with is a fully
25 functioning facility that has been stress-tested,

1 and in most cases you end up with a team that stays
2 on then to be your maintenance team and who are all
3 trained and ready to go and know the vehicles.

4 So there is plenty of benefits to doing
5 it that way. At some point in a system like
6 Ottawa's, an external facility will have to be --
7 to come up with, because once the maintenance
8 facility goes into operation, then it is no longer
9 suitable to be building there. You have to be
10 maintaining and operating out of it.

11 But it is actually in many cases a very
12 good way to start the system.

13 KATE McGRANN: Any discussions or
14 concerns about the introduction of additional risk
15 for the vehicles, given that they are being built
16 in a brand new facility with a workforce that
17 hasn't built them before?

18 JOHN JENSEN: No, we didn't see that
19 and we didn't see that as a risk, and I wouldn't
20 assume that it was a workforce that hasn't built
21 them before because I would assume that Alstom is
22 bringing in its team and the people that are
23 building the vehicles know how to build the
24 vehicles and have experience.

25 KATE McGRANN: And was that -- what was

1 the basis for that belief?

2 JOHN JENSEN: Well, Alstom, as part of
3 RTG's bid, they had to qualify their teams in terms
4 of meeting the requirements, so they would have had
5 to qualify their maintenance team and they would
6 have had to go through the compliance review as
7 part of the bid process.

8 So if they had put forward an
9 unqualified team, they would have been
10 non-compliant in that area.

11 KATE McGRANN: Okay. And was it the
12 case that the question of whether building the
13 vehicles in the maintenance and storage facility
14 introduced risk into the project was considered and
15 rejected? Is it something that was actively spoken
16 about?

17 JOHN JENSEN: Certainly it was
18 discussed and it was not considered to be a risk.

19 KATE McGRANN: And then what about the
20 supply chain that would be engaged through the
21 manufacture of these vehicles in a new facility in
22 Ottawa, any consideration whether that would
23 introduce any risk into the vehicles that should be
24 accounted for somehow?

25 JOHN JENSEN: Well, let's go back to

1 the fundamental of the design/build/maintain model
2 approach. RTG was fully accountable for the
3 design, the build, the maintenance, the supply
4 chain, the integration. Those were all RTG's
5 responsibility, not the City's responsibility. So
6 that risk was transferred to RTG.

7 KATE McGRANN: Any discussion on the
8 City side from the perspective of wanting a
9 service-proven vehicle, for example, or anything
10 like that about whether the implications of
11 engaging potentially new lines in the supply chain
12 would introduce additional risk in the project and
13 whether that should be accommodated in any way?

14 JOHN JENSEN: Well, again, that is part
15 of the design/build/maintain model. That risk was
16 transferred to RTG and the responsibility for
17 managing that was in their court and they were
18 responsible for ultimate compliance, long-term
19 maintenance, life cycle out to 30 years.

20 So everything was built in to manage
21 that risk in terms of transferring it to RTG.

22 KATE McGRANN: With respect to the plan
23 for the start of service for the public, when the
24 system launched, was there a plan that was put
25 together for that while you were working on the

1 project?

2 JOHN JENSEN: Well, the service, the
3 whole start-up plan, commissioning, testing, was
4 all part of the Project Agreement and the output
5 specifications and that was all prepared by our
6 Capital Transit Partners who had expertise in that
7 area.

8 KATE McGRANN: And my understanding is
9 that the start-up plan was that the system would
10 start full service from day one and there would be
11 a complete transfer from the BRT, the bus rapid
12 transit system, to the LRT on day one of the
13 systems opening; is that right?

14 JOHN JENSEN: To the best of my
15 recollection, that's correct.

16 KATE McGRANN: Was there any discussion
17 or consideration of a soft start to the system, and
18 by that I mean starting with less than full
19 service, complete conversion and ramping up to full
20 service and no more BRT service?

21 JOHN JENSEN: The soft start was -- I
22 am trying to remember now. It was discussed, but
23 you'll recall we were completely replacing the
24 transitway with trains, so the intention was always
25 that the system would start up and there would be a

1 turnover.

2 KATE McGRANN: And was there a -- did
3 any of the bidders raise the prospect of a soft
4 start as something that they wanted in the
5 agreement?

6 JOHN JENSEN: I don't recall that
7 occurring.

8 KATE McGRANN: Any discussions with
9 Capital Transit Partners or any advice on
10 considering a soft start from them?

11 JOHN JENSEN: There was nothing I
12 raised that I am aware of.

13 KATE McGRANN: And leaving aside the
14 concept of a soft start for the moment, do you
15 recall any discussions with the bidders or
16 internally the City and its advisors about the need
17 for or the inclusion of a vetting-in period for the
18 system where it would run without passengers for a
19 certain period of time in order to identify any
20 latent issues, de-bug, get everybody familiar with
21 it, things like that?

22 JOHN JENSEN: That was part of the
23 commissioning and testing program that was put
24 forward for the project, so that project had to
25 reach a standard before it could be certified to

1 open, so it would have been ready to go, all
2 de-bugged and everything was done, and that was the
3 commissioning and testing program that was put
4 forward.

5 KATE McGRANN: And do you recall
6 anything, any specifics of the commissioning and
7 testing program that would achieve that vetting-in,
8 de-bugging?

9 JOHN JENSEN: Well, that would have
10 been set up by Capital Transit Partners, a certain
11 standard having to be met by the system before it
12 can open, and if that is the vetting-in process
13 that you are referring to, the system would have
14 been in full trial running and at some point it
15 would have been running without passengers. At
16 some point, they would have brought in some
17 passengers before the system opened. But it would
18 have had to reach a standard of reliability and be
19 certified to that and certified safe before
20 contract award, and that is what was set out in the
21 Project Agreement.

22 KATE McGRANN: What was your
23 understanding about the certified as safe component
24 and what that would involve?

25 JOHN JENSEN: I can't recall all the

1 details of it, but it involved -- it would have
2 ultimately involved the Independent Certifier
3 signing off on it. But the system would have had
4 to reach certain levels of safety standards,
5 error-free operation. There is a lot of components
6 that go along with that. I can't remember them all
7 specifically.

8 KATE McGRANN: Are you familiar with a
9 concept that I have heard referred to as trial
10 running, a sort of -- well, let me just start with
11 that.

12 JOHN JENSEN: Well, again, to me what
13 you are describing is the certification process
14 that goes in play to ultimately sign the system off
15 and say it is ready to go, which includes numerous
16 stages of testing and running the vehicles empty,
17 running them through the whole system.

18 And at some point the entire system has
19 to operate for a number of days or weeks to a
20 certain error-free standard before it can be
21 certified.

22 So that would have all been built into
23 the Project Agreement.

24 KATE McGRANN: Were you involved in the
25 discussions that led to the determination of what

1 the trial running requirements in the Project
2 Agreement would be?

3 JOHN JENSEN: As the Project Lead, I
4 would have been involved in some discussions, but
5 we would have relied on Capital Transit Partners to
6 prepare the proper specifications for the trial
7 running period.

8 KATE McGRANN: And do you remember what
9 they used as the basis for those specifications?

10 JOHN JENSEN: No, I don't remember
11 that.

12 KATE McGRANN: Do you remember any back
13 and forth over what the appropriate specifications
14 would be?

15 JOHN JENSEN: The discussions would
16 have taken place mostly within the engineering team
17 in terms of the design because these are safety
18 standards and reliability standards that are set by
19 the certified engineers, and they have to meet
20 certain requirements that if they are not met, then
21 the system isn't safe or reliable enough to open.

22 So we would have relied on the
23 engineering teams to set those standards and make
24 sure there were mechanisms in play to sign off on
25 those standards going forward before the system

1 could open.

2 KATE McGRANN: Do you remember any
3 particular areas of dispute or challenges or sticky
4 points in the determination of the trial running
5 requirements?

6 JOHN JENSEN: I don't remember
7 complexities in that area. I remember it going
8 fairly smoothly.

9 Trial running and opening and
10 commissioning of systems is not an uncommon thing.
11 There are numerous light rail systems operating and
12 other rail systems operating all over the world, so
13 there is -- in my view, there is a considerable
14 body of expertise in terms of the engineering side
15 in defining what trial running looks like.

16 KATE McGRANN: And do you recall any
17 other -- being aware of any other systems that had
18 accomplished the complete switch-over from one
19 transit system to another in a single day, like
20 Ottawa was planning to do?

21 JOHN JENSEN: I don't recall, but I am
22 sure it has happened numerous times. I can't say
23 that for a fact, but my belief is that it has
24 happened numerous times. This was not considered
25 to be unusual.

1 KATE McGRANN: Turning back to the
2 trial running, I have one more question, a
3 dangerous thing to say, but one more question on
4 this topic. Do you recall anybody giving any
5 advice that the requirements should be more or less
6 specific or detailed than they were?

7 JOHN JENSEN: Which requirements?

8 KATE McGRANN: The trial running
9 requirements.

10 JOHN JENSEN: I don't recall that, no.

11 KATE McGRANN: You have mentioned the
12 Independent Certifier a couple of times. What was
13 your understanding of the role of the Independent
14 Certifier in the project?

15 JOHN JENSEN: Let me think. Well, I
16 know the Independent Certifier signed off for
17 completion for milestone payments. I can't -- I
18 would have to look at the language again. I can't
19 remember all the details on the specifics for the
20 Independent Certifier.

21 KATE McGRANN: Okay, and if you can't
22 answer this question because you can't remember or
23 otherwise, just let me know, but did you believe
24 that the Independent Certifier was doing anything
25 other than certifying that the conditions as agreed

1 to by the parties in the Project Agreement or
2 otherwise had been met?

3 JOHN JENSEN: I don't know. I am not
4 aware of anything else, but again, I would have to
5 go and look at the language to make sure.

6 KATE McGRANN: With respect to the
7 negotiation of the Project Agreement, who was
8 involved in those negotiations on behalf of the
9 City?

10 JOHN JENSEN: Between whom? Between
11 RTG and the City?

12 KATE McGRANN: Yes, thank you, sorry
13 for leaving that out.

14 JOHN JENSEN: And you are talking about
15 after award, the negotiation of the final
16 agreement?

17 KATE McGRANN: Yes.

18 JOHN JENSEN: Because there was a long
19 process that went all the way through right from
20 the RFP stage where we issued a draft Project
21 Agreement in the RFP stage and had numerous legal,
22 commercially confidential meetings with the
23 bidders, the three of them, and their financial
24 teams and their legal teams.

25 Once the contract was awarded, then we

1 sat down and negotiated any final details that
2 needed to be negotiated with ProjectCo, and that
3 team would have involved me, Infrastructure
4 Ontario, our legal team, our financial team and our
5 engineering team. So there would have been a host
6 of people in the room.

7 And anything that we -- anything that
8 we agreed to in that would have gone up through the
9 Executive Steering Committee to make sure that
10 everything was vetted.

11 KATE McGRANN: Who from IO was involved
12 in those final negotiations?

13 JOHN JENSEN: Well, at the very least
14 Rob Pattison would have been involved. I am trying
15 to think of their financial people, maybe John
16 Traianopoulos. There were a number of different
17 representatives from IO that participated.

18 KATE McGRANN: And --

19 JOHN JENSEN: I am just trying -- I am
20 giving names, but more importantly we had senior
21 staff from IO; we had financial staff from IO, so
22 that we had good representation there on the team.

23 And then we would have had City
24 finance. We would have had BLG there. We would
25 have had, if necessary, someone like Deloitte would

1 have been there.

2 So we had a good representation across
3 the team for the discussion.

4 KATE McGRANN: Did anybody from Boxfish
5 have any involvement in Project Agreement
6 negotiations either before the Preferred Proponent
7 was identified or afterwards?

8 JOHN JENSEN: Brian Guest was involved
9 in a number of those discussions, yes.

10 KATE McGRANN: And what expertise did
11 he bring that the City was not getting from
12 Deloitte, BLG, Infrastructure Ontario, Capital
13 Transit Partners?

14 JOHN JENSEN: One of the biggest -- I
15 think one of the biggest benefits that he brought
16 to the table was his ability to run a challenge
17 process, so we relied on him for a challenge
18 function.

19 The other skill he brought to the table
20 was his ability to be innovative and think outside
21 of the box, and to that extent he was able to help
22 us come up with ideas or concepts that we might not
23 otherwise have thought of because of his innovative
24 thinking.

25 KATE McGRANN: Could you give me some

1 examples of the products of his innovative
2 thinking?

3 JOHN JENSEN: Well, some of the
4 elements of the Project Agreement that resulted in
5 I think good cost benefits for the City such as
6 energy matters where we came up with a plan for
7 encouraging ProjectCo to optimize their energy use,
8 operations matters for optimizing operations,
9 elements like that that he brought forward that
10 were really good cost-effective options going
11 forward that we might not otherwise have come up
12 with.

13 KATE McGRANN: And if you can,
14 generally speaking, how much of the Project
15 Agreement was left to be negotiated after the
16 selection of the Preferred Proponent?

17 JOHN JENSEN: Very little. Very --

18 KATE McGRANN: Okay.

19 JOHN JENSEN: It was only tweaks at the
20 end.

21 KATE McGRANN: Any particular
22 challenges in the negotiation of the Project
23 Agreement with RTG either before the selection of
24 RTG as Preferred Proponent or afterwards?

25 JOHN JENSEN: Not that I am aware of.

1 As far as I could tell, the process went smoothly.

2 KATE McGRANN: Any particular sticking
3 points or topics that took more effort or more time
4 than others?

5 JOHN JENSEN: Not that I recall. I am
6 just trying to think back. There is nothing that
7 stands out in my mind that says that it was
8 particularly sticky. I am sure we had some
9 discussions around points and a little push and
10 pull, but I can't recall anything that was a big
11 red flag.

12 KATE McGRANN: And do you recall
13 whether there were any discussions or concerns
14 raised within the City about how the interface or
15 interfaces engaged in the system would be managed
16 by RTG? So for example, the interface between
17 Alstom and Thales.

18 JOHN JENSEN: I am not sure what you
19 mean by "discussions". The model was built such
20 that the RFP and the PSOS and all of those
21 documents would obligate RTG to do the full design,
22 construction, integration, and everything that
23 happens inside of it is their responsibility,
24 almost, you know, in some ways like a bit of a
25 black box. We qualify the team. They meet all of

1 the compliances that we require them to meet in
2 terms of a quality team and all of the other
3 pieces, and then it is their responsibility to move
4 forward. And the consequences of them not moving
5 forward properly are carefully mapped out in the
6 RFP -- or in the Project Agreement.

7 So to the extent of the City being
8 concerned about what was going on inside of RTG,
9 that is basically their business to take care of.
10 And as long as they are producing what they have
11 contracted to produce, then the City is getting the
12 value that it is paying for.

13 KATE McGRANN: Any discussions about
14 RTG's -- I'll walk you through this. I could have
15 short-cut this, but any discussions about the fact
16 that RTM would be subcontracting a large component
17 of the maintenance work down to Alstom and what
18 that could potentially mean given the contractual
19 relationship between Alstom, RTM, RTG and then the
20 City?

21 JOHN JENSEN: Well, all of the
22 contractual obligations in terms of the design,
23 construction and moving to maintenance are within
24 RTG. It is their contractual responsibility to
25 manage that. And as I said, they were compliant

1 through the whole bid process, so we had vetted
2 them in terms of them producing a qualified team to
3 move forward, and how they structured it moving
4 forward was left to them, which is what the model
5 is for.

6 And then the consequences of them
7 either doing what they committed to do
8 contractually or not are dealt with through the
9 Project Agreement and managed that way. So it is
10 their responsibility to put forward the team, the
11 maintenance program, and they are on the hook for
12 that for 30 years.

13 So that is where the obligation lies on
14 their part, is complying with the Project
15 Agreement.

16 KATE McGRANN: And were there any
17 concerns discussed about -- I understand how it is
18 intended to work, but any concerns or questions
19 discussed at the City about whether there would be
20 implications or risks introduced by the fact that
21 RTM was going to subcontract a large portion of the
22 maintenance obligations down to Alstom?

23 JOHN JENSEN: Well, to the extent that
24 that was occurring, that would have been declared
25 in the RFP submission when they submitted their

1 teams, and they would have had to submit compliant
2 teams in the context of the RFP.

3 So once that compliance review was
4 done, the City is basically saying we are satisfied
5 that your team complies, and they move forward with
6 that.

7 And I mean, if you look at the players
8 that came forward, these are all big, global,
9 experienced teams. There is no reason to stand
10 back and go one partner or another is not going to
11 be able to comply because they are big, experienced
12 teams.

13 KATE McGRANN: And do you remember any
14 discussions about any of that?

15 JOHN JENSEN: In terms of what?

16 KATE McGRANN: Do you remember any
17 discussions about the potential implications of a
18 good chunk of the maintenance responsibilities
19 being subcontracted down to Alstom from RTM?

20 JOHN JENSEN: Well, again, I go back to
21 the RFQ/RFP process. As part of that process, RTG
22 was required to qualify its prime team members.
23 That would have been one of the prime team members
24 that it had to qualify, which is its maintenance
25 contractor.

1 And that would have been reviewed as
2 part of the RFP process against the compliance
3 standards, and if they were deemed compliant, which
4 they were, then there was no reason to question
5 that moving forward because they had met the
6 requirements.

7 KATE McGRANN: Okay, and I don't mean
8 to make you feel like I am asking you to repeat
9 yourself over and over again. I think that the
10 answer to this question is no, but do you remember
11 any discussions about it? I understand how it is
12 going to work and you have explained that well, but
13 do you remember talking about any implications of
14 that subcontract at all?

15 JOHN JENSEN: What, talking about them
16 not complying?

17 KATE McGRANN: Talking about the fact
18 that there may be an additional risk introduced by
19 the fact that those responsibilities are being
20 subcontracted away from RTM?

21 JOHN JENSEN: Well, the discussions
22 were around setting the parameters for the RFP in
23 terms of defining what is a qualified team member.
24 Other than that, what we are looking for is
25 qualified bidders coming to the table, and once

1 they qualify in the process, there is no question
2 about whether or not they were able to perform
3 later because they had met the qualification
4 requirements and then the obligation under the RFP
5 makes them have to be compliant with the RFP going
6 forward.

7 In terms of risks during the
8 maintenance period from the maintenance contractor,
9 the whole schedule of, what is it, 15-3 I think it
10 is in the Project Agreement, that has all the
11 maintenance terms and conditions, the penalty
12 programs, all of those compliance programs and
13 expectations and standards are meant to hold the
14 contractor's feet to the fire as they go forward to
15 make sure that they are compliant with the RFP.

16 So to that extent, between having an
17 RFP process where we are qualifying teams to ensure
18 that they are submitting qualified team members and
19 having the mechanisms in place in the RFP moving
20 forward and all the terms and conditions, that is
21 the discussion and the mechanisms that would have
22 taken place going forward.

23 KATE McGRANN: Turning to management
24 and oversight of the manufacturing of the vehicles
25 and the construction of the system, what

1 involvement did you have in planning or
2 establishing the City's oversight approach to that
3 part of the project?

4 JOHN JENSEN: Well, the engineering
5 team was -- Capital Transit Partners was
6 responsible for overseeing that part of the
7 project, along with the Chief Engineer, so they
8 would have taken over that role and had the
9 oversight through the entire design and
10 construction period.

11 KATE McGRANN: And into -- so Capital
12 Transit Partners was managing oversight of the
13 project on behalf of the City?

14 JOHN JENSEN: Well, they were part of
15 the Project Team who were responsible for ensuring
16 that ProjectCo was doing what it was supposed to be
17 doing, so reviewing the design submissions, and
18 that is a standard process for any project is that
19 the owner's engineer is the owner's representative,
20 just as BLG would be the legal representative, to
21 oversee the contract through design and
22 construction to make sure that design submissions
23 are reviewed, that ProjectCo is meeting the
24 standards that they should be meeting, giving
25 compliance feedback.

1 Those are all roles of the owner's
2 engineer going forward.

3 KATE McGRANN: And did you have any
4 involvement in establishing the structure at the
5 City, like in terms of who would be overseeing the
6 project as it moved through the construction phase
7 towards substantial completion?

8 JOHN JENSEN: Well, the construction
9 phase up to substantial completion would have been
10 Capital Transit Partners regardless, and at some
11 point a year or two into the project when we are
12 getting closer to the operations phase, then the
13 City would need to -- then probably OC Transpo, but
14 the City would need to engage some sort of a
15 manager/leader with the sufficient resources to
16 manage that contract going forward. And that would
17 have taken place a little after the construction
18 started because Capital Transit Partners would be
19 handling it all right up to commissioning and
20 construction.

21 So there was time. There was several
22 years of construction involved, and you wouldn't
23 bring the City team on until they were necessary to
24 come on when you are getting closer to operations
25 and oversight of the contract.

1 KATE McGRANN: Was there a formal
2 governance framework devised for the City's
3 oversight of the construction phase?

4 JOHN JENSEN: It hadn't been finalized
5 when I left.

6 KATE McGRANN: And what stage was it at
7 when you left?

8 JOHN JENSEN: Well, as far as
9 overseeing like all the rules, the regulations, the
10 operations, the training, that was all mapped out
11 in the RFP and in the PSOS in terms of RTG having
12 responsibility to work with the City and to
13 research and prepare regulations, operating
14 procedures, interface procedures, safety management
15 systems. All of those pieces were under
16 ProjectCo's obligation to develop with the City and
17 to have all prepared and ready for when the system
18 opened.

19 And then the other component that
20 needed to happen was at some point before opening,
21 the City needed to hire some sort of a leader
22 responsible for overseeing the contract and either
23 a team of people with experience under that leader
24 or contracted out to have some sort of a firm come
25 in and do audits and help them with contract

1 oversight going forward. That needed to happen
2 down the road a couple of years, once we got closer
3 into the final stages of the project.

4 KATE McGRANN: And --

5 JOHN JENSEN: And it was just a matter
6 of the City hiring some qualified people.

7 KATE McGRANN: Were there any project
8 management plans that had been finalized for
9 oversight of the construction phase by the time
10 that you left?

11 JOHN JENSEN: Well, again, I'll go back
12 to Capital Transit Partners with the Chief Engineer
13 were responsible for oversight of the project
14 through construction up to, you know, system
15 opening and hand-over.

16 That is a very, very defined process.
17 There is scheduling and tracking. Capital Transit
18 Partners had all that set up. That is what they
19 were hired to do.

20 KATE McGRANN: And do you recall
21 whether they had any written project management
22 plans overarching or with respect to specific
23 functions that they would be performing as part of
24 the oversight?

25 JOHN JENSEN: Yeah, yeah, their

1 schedulers, their estimators, their design
2 reviewers. They would have had a data management
3 system. They would have had a plan mapped out.
4 They would have had all the elements of the Project
5 Agreement defined so that they knew what needed to
6 be done when. That is why we hired a very
7 qualified engineering consulting team who were
8 experienced at doing these types of things to
9 oversee the design and construction of the project.

10 KATE McGRANN: And if you can't, you
11 will tell me, but do you remember what specific
12 plans they had finalized at the time that you left?

13 JOHN JENSEN: Well, they would have --
14 I don't know, but my assumption is that they would
15 have had everything sitting and idle and ready to
16 go the minute the gates were opened.

17 This is a very common engineering
18 process in projects. This is done in every
19 project. So Capital Transit Partners would have
20 had everything they needed to have ready to get
21 going out of the gate on day one.

22 KATE McGRANN: Do you know what a
23 "concept of operations" is? Are you familiar with
24 that term?

25 JOHN JENSEN: I know the term. I am

1 not sure where you are going with it.

2 KATE McGRANN: Just do you know if a
3 concept of operations had been prepared for this
4 project by the time that you left?

5 JOHN JENSEN: In other words, how the
6 system would operate?

7 KATE McGRANN: Yes.

8 JOHN JENSEN: Yes, yeah.

9 KATE McGRANN: And who prepared that
10 document?

11 JOHN JENSEN: Well, the concept of
12 operations is in the RFP and in the PSOS. There is
13 a definition in there of how the system is to
14 operate. There is descriptions in there of the
15 interface between maintenance and the OC Transpo
16 drivers. There is descriptions in there of
17 frequency of service, hours of service, levels of
18 service, reliability of service, ridership, how the
19 stations are supposed to work. All of that was
20 very clearly mapped out.

21 KATE McGRANN: So as far as concept of
22 operations went, it is the PSOS and the RFP that is
23 the source of that information?

24 JOHN JENSEN: That is correct.

25 KATE McGRANN: And are you familiar

1 with what a configuration summary is?

2 JOHN JENSEN: I am not sure what you
3 mean by that.

4 KATE McGRANN: Just while I am looking
5 at my notes, I will ask my co-Counsel, Ms. Peddle,
6 if she has any follow-up questions on anything that
7 we have discussed so far.

8 CARLY PEDDLE: I have no questions at
9 this time.

10 KATE McGRANN: Jumping back in time in
11 the project, you had mentioned that some value
12 engineering was done during the work that you were
13 involved in. Can you speak to, first, what led to
14 the value engineering being undertaken?

15 JOHN JENSEN: Well, first of all, value
16 engineering is a standard process that any good
17 project would undertake because it allows you to go
18 through the entire design and schedule and look for
19 best value in terms of can we save some money; do
20 we have balanced quality with cost; look at
21 optimizing schedule. That is a value engineering
22 process.

23 And so it is a normal process, and we
24 have the team go through that value engineering
25 exercise in detail to look at every component of

1 the project and make sure that the design was
2 optimized, that the schedule was optimized, that
3 the cost was optimized. And in the event that we
4 could make any changes or alterations in terms of
5 the best cost benefit for the City and the funding
6 partners and the citizens of Ottawa, we engaged in
7 that.

8 KATE McGRANN: It was my understanding
9 that as a result of some of the design and
10 engineering work that was done, a cost estimate
11 that was put forward that was above and beyond the
12 City's budget for this project which led to
13 additional design engineering or value engineering
14 being done to bring the projected costs back within
15 the budget; is that consistent with what you
16 recall?

17 JOHN JENSEN: Well, it is consistent
18 with really any project. As the design advances
19 from functional design into preliminary engineering
20 and preliminary design, the budget is refined. The
21 functional design budget that was given to us when
22 the project was handed to us to take into
23 procurement, very high level, very low level of
24 cost confidence, a lot of contingency built into
25 it.

1 So as the design gets advanced and
2 refined, so can we advance and define the budget.
3 And our objective was always to optimize quality
4 and design with budget, and that was part of the
5 process as we went through the preliminary
6 engineering phase.

7 KATE McGRANN: And just to make sure
8 that we are talking about the same thing, my
9 understanding is that some value engineering was
10 done to bring the anticipated cost of the project
11 back within a budget of \$2.1 billion. Are we
12 talking about the same thing?

13 JOHN JENSEN: Yeah, I think so. Value
14 engineering was done to bring the budget down as
15 far as we could responsibly bring it down, and 2.1
16 was the number that we brought it to.

17 KATE McGRANN: And what was done in
18 order to bring the anticipated costs of the project
19 down to 2.1?

20 JOHN JENSEN: Well, we were able to do
21 some refined scheduling. Other than the high level
22 scheduling that was done in the functioning of the
23 design, once the design was enhanced or preliminary
24 engineering was advanced, our schedulers on the CTP
25 team were able to refine the schedules and bring

1 that schedule in.

2 We were able to do some work in terms
3 of streamlining the procurement process to make it
4 more efficient and time-effective.

5 And we were able to look at elements of
6 the project in terms of design to optimize the
7 project and improve the risk transfer model. And I
8 mean, one of the examples of that is shifting the
9 tunnel alignment to Queen Street which shallowed
10 the tunnel, and the benefit of doing that was
11 several.

12 One is it improved the geo-technical
13 risk profile which allowed the tunnel risk transfer
14 to happen the way that it did, because with the
15 shallow tunnel and going down Queen Street, in
16 between all the buildings, there was much better
17 knowledge about the geo-technical conditions which
18 brought a lot more confidence from the bidders.
19 Shallower stations mean shorter escalators, all of
20 those costs.

21 So those are some examples of the way
22 we were able to take it to manage the budget in an
23 effective way.

24 KATE McGRANN: Could you speak a little
25 bit more about how the schedule was refined and how

1 that led to increased value for the project?

2 JOHN JENSEN: As far as the specifics
3 inside the schedule, I would have to rely on CTP's
4 scheduling experts to answer a question like that.
5 I didn't get into the detail of it. I relied on
6 the scheduling professionals to be able to look at
7 the project design and come up with reasonable
8 schedules.

9 KATE McGRANN: And could you just speak
10 generally to how schedule refinements could lead to
11 savings on the project?

12 JOHN JENSEN: Well, a schedule
13 refinement leads to savings because of time. From
14 RTG's perspective, when they are bidding, if they
15 can save six months on a schedule, then it is six
16 months of less financing costs, and you can
17 appreciate the cost savings there.

18 You know, the longer something takes to
19 build, the more it costs because there is more
20 labour involved and more time and resources.

21 KATE McGRANN: So was the refined
22 schedule built into the RFP in a sort of this is
23 how long this project should take based on our view
24 and you meet that requirement?

25 JOHN JENSEN: In a sense. I mean, the

1 RFP defined when we wanted the project to open, and
2 that is what they were bidding to.

3 And once they took over the project,
4 then it was up to them to figure out their means
5 and methods of scheduling to meet that date. So
6 the target date was set for them in the RFP.

7 KATE McGRANN: Okay, so the scheduling
8 work that is done by CTP is to determine what is
9 feasible and then RTG determines the path they take
10 to get there basically?

11 JOHN JENSEN: That's correct, yes.

12 KATE McGRANN: And then with respect to
13 streamlining the procurement process, could you
14 describe that value engineering work and what that
15 involved?

16 JOHN JENSEN: Well, streamlining the
17 procurement process simply meant optimizing the
18 amount of time that we were taking in terms of bid
19 evaluations and just process. So it is not so much
20 engineering in that sense. It is refining the
21 procurement process itself to make it as efficient
22 as possible, overlapping where we can overlap
23 instead of doing things consecutively, you know,
24 things like that, how many design presentation
25 meetings we do, optimizing that whole process to

1 make sure that it is effective, there is enough
2 time for the bidders but we are not wasting time
3 going through it.

4 So by tightening that up, it gains us a
5 bit of time.

6 KATE McGRANN: And do you recall
7 generally how much you were able to tighten the
8 procurement process up? Like what it was
9 originally projected to take and what it ultimately
10 took?

11 JOHN JENSEN: I am trying to remember
12 right now, but I think by tightening up the whole
13 procurement and our processes -- I am just trying
14 to think. The number six months comes into mind,
15 but don't hold me to that.

16 KATE McGRANN: Okay, and I won't hold
17 you to it, but let's say approximately six months.
18 Was that how much you were able to shave off of the
19 planned length for the procurement process?

20 JOHN JENSEN: That is how much we were
21 optimizing the -- yeah, we were able to optimize
22 the plan. Don't hold me to the six months, but I
23 think it was something like that that we were able
24 to do in terms of the procurement, and we were able
25 to shave a little bit more time off in terms of our

1 value engineering and the scheduling.

2 KATE McGRANN: And who was --

3 JOHN JENSEN: But I think in the end we
4 brought it back almost a year, but I can't remember
5 now for sure.

6 KATE McGRANN: Who was involved in the
7 work to streamline the procurement process?

8 JOHN JENSEN: Well, that would have
9 been Infrastructure Ontario. That would have been
10 our City procurement folks that were helping.

11 KATE McGRANN: Did anybody at any point
12 in time raise any questions or concerns about the
13 fairness of the procurement process that the City
14 ran on this project?

15 JOHN JENSEN: Not that I am aware of.
16 We had a Fairness Commissioner involved in every
17 element of the project and wrote a final Fairness
18 Report, with the declaration -- we went to a
19 Fairness Commissioner instead of a Fairness
20 Monitor, which I think IO typically uses because
21 the Fairness Commissioner has more clout.

22 So we wanted to make sure that every
23 aspect of fairness was very carefully considered.
24 We wanted to make sure we had a very good open,
25 transparent process, and that everything was clear

1 and carefully monitored. And that was --

2 KATE McGRANN: And did you -- sorry, I
3 didn't mean to interrupt you.

4 JOHN JENSEN: No, that is fine.

5 KATE McGRANN: Please go ahead.

6 JOHN JENSEN: No, I was just going to
7 say, that infused every part of the project, was
8 making sure that we had rigorous standards for
9 confidentiality, for impartiality, for firewalls in
10 the appropriate places and that every element of
11 the project was overseen by the Fairness
12 Commissioner.

13 KATE McGRANN: And when you say the
14 Fairness Commissioner has more clout than a
15 Fairness Monitor, what do you mean by that?

16 JOHN JENSEN: Well, the Fairness
17 Commissioner has more say and gets more directly
18 involved than just sitting and watching.

19 KATE McGRANN: And to the extent that
20 you can help me with this, what is the difference
21 between the two?

22 JOHN JENSEN: I am not sure I can
23 be -- I don't know if I can be any clearer on it.
24 It is just my sense is that the Fairness
25 Commissioner has more authority in the process and

1 can get more involved in the process than a
2 Fairness Monitor who simply just watches and
3 records.

4 I guess I am not saying it very well.
5 Maybe I am not clear enough in my own mind, but my
6 belief is that a Fairness Commissioner is stronger
7 than a Fairness Monitor in terms of the role.

8 KATE McGRANN: And do you know what led
9 to the decision to retain a Fairness Commissioner
10 as opposed to a Fairness Monitor for this project?

11 JOHN JENSEN: We had engaged a Fairness
12 Commissioner I believe before IO came on. We had
13 always intended to engage someone, and it wasn't
14 until after IO came on -- and I am just trying to
15 remember now that the Fairness Monitor came up as
16 what they did.

17 I am not sure we ever doubted going
18 full on Fairness Commissioner from the beginning.
19 To us it seemed to make the most sense.

20 KATE McGRANN: Any lessons learned from
21 the procurement process from your perspective?

22 JOHN JENSEN: Well, it is a little --
23 it is difficult for me to say anything about
24 lessons learned because I left when the contract
25 was awarded. So I really don't know what went on

1 going forward that would trigger should have done
2 this, should have done that, you know, needed more
3 language here, needed less language there.

4 It is difficult for me to say because,
5 having not seen what went on and what happened, it
6 would be hard for me to know.

7 KATE McGRANN: The Commission has been
8 charged with looking at the commercial and
9 technical circumstances that led to the breakdowns
10 and derailments on Stage 1 of the Ottawa Light Rail
11 Transit Project.

12 Are there any topics or areas that you
13 would suggest that the Commission look at in its
14 work that we haven't discussed today?

15 JOHN JENSEN: I don't think so. To me,
16 everything lies in the RFP and in the -- or not in
17 the RFP. In the Project Agreement, because that is
18 where all the obligations are mapped out. So to
19 the extent that RTG did or didn't comply with the
20 Project Agreement, without knowing where the issues
21 were, it is hard for me to say.

22 KATE McGRANN: The Commissioner has
23 also been asked as part of his mandate to make
24 recommendations going forward to prevent issues
25 like this from happening again. Are there any

1 specific recommendations or areas of
2 recommendations that you would suggest be
3 considered as part of that work?

4 JOHN JENSEN: Like I said, without
5 knowing what went on after I left in terms of RTG's
6 compliance with the program, it is difficult for me
7 to make any sort of a meaningful suggestion.

8 KATE McGRANN: Ms. Peddle, any
9 follow-up questions?

10 CARLY PEDDLE: No, I don't think so.
11 Thank you.

12 KATE McGRANN: Mr. Wardle, did you want
13 to ask any questions of the witness?

14 PETER WARDLE: Nothing for me, thank
15 you.

16 KATE McGRANN: Then that brings my
17 questions for you today to a close, and we can go
18 off the record.

19 JOHN JENSEN: Thank you.

20
21 -- Adjourned at 4:36 p.m.
22
23
24
25

1 REPORTER'S CERTIFICATE

2
3 I, DEANA SANTEDICOLA, RPR, CRR,
4 CSR, Certified Shorthand Reporter, certify:

5 That the foregoing proceedings were
6 taken before me at the time and place therein set
7 forth;

8 That the statements of the
9 presenters and all comments made at the time of the
10 meeting were recorded stenographically by me and
11 were thereafter transcribed;

12 That the foregoing is a true and
13 certified transcript of my shorthand notes so
14 taken.

15
16
17
18 Dated this 12th day of May, 2022.

19
20 

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23 PER: DEANA SANTEDICOLA, RPR, CRR, CSR
24
25

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