

# Ottawa Light Rail Commission

Claudio Colaiacovo  
on Thursday, May 5, 2022



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OTTAWA LIGHT RAIL COMMISSION  
CLAUDIO COLAIACOVO - CITY OF OTTAWA  
MAY 5th, 2022

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--- Held via Zoom Videoconferencing, with all  
participants attending remotely, on the 5th day  
of MAY, 2022, 9:00 a.m. to 11:57 a.m.

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1 COMMISSION COUNSEL:

2 Kate McGrann, Co-Lead Counsel Member

3 Emily Young, Litigation Counsel Member

4

5 PARTICIPANTS:

6 Claudio Colaiacovo: City of Ottawa

7 Jesse Gardner & Lauren Gruenberger: Singleton

8 Urquhart Reynolds Vogel LLP

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11

12 ALSO PRESENT:

13 Leila Heckert, Stenographer/Transcriptionist

14 Alicia Sims, Virtual Technician

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INDEX OF EXHIBITS

NO. /	DESCRIPTION	PAGE
1	Curriculum Vitae of Claudio Colaiacovo.	7

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

INDEX OF UNDERTAKINGS

The documents to be produced are noted by U/T and appear on the following page/line: 9/22.

1 --- Upon commencing at 9:00 p.m.

2 CLAUDIO COLAIACOVO: AFFIRMED.

3 KATE MCGRANN: My name is Kate  
4 McGrann. I'm one of the co-lead counsel for the  
5 Ottawa Light Rail Transit Public Inquiry.

6 And I'm joined today by my colleague  
7 Emily Young who is a member of the Commission's  
8 counsel team. The purpose of today's interview  
9 is to obtain your evidence under oath or solemn  
10 declaration for use at the Commission's public  
11 hearings.

12 This will be a collaborative  
13 interview, such that my co-counsel, Ms. Young,  
14 may intervene to ask certain questions. If the  
15 time permits, your counsel may ask follow-up  
16 questions at the end of this interview.

17 This interview is being transcribed  
18 and the Commission intends to enter this  
19 transcript into evidence at the Commission's  
20 public hearings either at the hearings or by way  
21 of procedural order before the hearing is  
22 commenced.

23 The transcript will be posted to the  
24 Commission's public website along with any  
25 corrections made to it after it is entered into

1 evidence.

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

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

13           Pursuant to section 33(6) of the  
14 Public Inquiries Act 2009, a witness at an  
15 inquiry shall be deemed to have objected to  
16 answer any question asked him or her upon the  
17 ground that his or her answer may tend to  
18 incriminate the witness or may tend to establish  
19 his or her liability to civil proceedings at the  
20 instance of the Crown or of any person.

21           And no answer given by a witness at an  
22 inquiry shall be used or be receivable in  
23 evidence against him or her in any trial or  
24 other proceedings against him or her thereafter  
25 taking place, other than a prosecution for

1 perjury in giving such evidence.

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

6 And if at any point anyone needs a  
7 break, please let us know, and we'll pause the  
8 recording. We plan to take a break around  
9 halfway through so around 10:30.

10 To get started, in advance of our  
11 meeting this morning, we asked your counsel to  
12 share a copy of your CV. I'm just going to show  
13 you what we received. So we are looking at the  
14 first page of a four-page document. Happy to  
15 scroll through just to give you a sense of  
16 what's here, and please let me know if you need  
17 me to slow down.

18 Do you recognize this document?

19 MR. COLAIACOVO: Yes, I do.

20 MS. MCGRANN: And is it a copy of your  
21 CV?

22 MR. COLAIACOVO: Yes, it is.

23 MS. MCGRANN: We will enter it  
24 Exhibit 1. And I'll stop sharing for the time  
25 being.

1 EXHIBIT NO. 1: Curriculum Vitae of  
2 Claudio Colaiacovo.

3 MS. MCGRANN: Would you please give us  
4 a brief description of your professional  
5 experience as it relates to the work that you  
6 did on Stage I of Ottawa's Light Rail Transit  
7 project?

8 MR. COLAIACOVO: All right. Well, I'm  
9 a certified management accountant, worked with  
10 the City of Ottawa for my entire career for 36  
11 years. And in 2014, Nancy Schepers, the then  
12 deputy city manager asked me to join the Light  
13 Rail Project office for a one-year temporary  
14 assignment. And that one-year temporary  
15 assignment was specific in that, I guess, coming  
16 out of preliminary engineering and procurement,  
17 Nancy took it upon herself to have a review of  
18 the project office and those that were in the  
19 office so that it could be properly aligned for  
20 construction purposes.

21 That review had a number of outcomes.  
22 One of the outcomes was the merging of two  
23 particular branches. One of them was the  
24 business services unit, which had HR and the  
25 communications and the stakeholder management

1 teams.

2 The other unit had procurement and  
3 risk management, quality management and schedule  
4 management associated. Those two units were  
5 merged together. I was asked to oversee those  
6 units and deliver on -- there's about ten  
7 specific other items that was found in that  
8 review that led to my one-year assignment.

9 MS. MCGRANN: And did you stay with  
10 the project after that year?

11 MR. COLAIACOVO: Yes. So after that  
12 -- after completing those issues, related to  
13 roles and responsibilities, updating, terms of  
14 reference to align with Council approval of the  
15 2012 report for the project, to help mend  
16 fences, if you will, with the community and  
17 stakeholder teams from both units.

18 The project was also coming through a  
19 number of cash allowance type projects that  
20 Richard Holder was managing, and Steve Cripps  
21 was hired two or three months after I was  
22 engaged.

23 And it was time for that particular  
24 office to, sort of, reorganize themselves and  
25 properly allowing for the remaining three years

1 of construction, and at that time, in 2015, I  
2 was asked to stay on a permanent basis and I  
3 did. I accepted that role.

4 MS. MCGRANN: The review of the  
5 project office conducted at Ms. Schepers'  
6 direction, did it result in a final report?

7 MR. COLAIACOVO: Yes. There were  
8 findings in that report. It was done and  
9 completed by somebody in the organizational  
10 development branch in the City. Her name  
11 escapes me right now, but I can get you that  
12 name. And again, it had a number of different  
13 recommendations that I needed to, sort of,  
14 complete.

15 MS. MCGRANN: Do you remember what the  
16 name of the report was?

17 MR. COLAIACOVO: No, I don't.

18 MS. MCGRANN: I wonder if your counsel  
19 could take a look and let us know if that report  
20 has been produced under what doc ID, and if not,  
21 if it could be produced to us, please?

22 U/T MR. GARDNER: Will do that, yes.

23 MS. MCGRANN: Were you able to  
24 complete the ten specific deliverables that you  
25 were tasked with?

1 MR. COLAIACOVO: Yes. The three or  
2 four big ones as I alluded to, particularly on  
3 roles related to clarity and roles and  
4 responsibilities because the office was a big  
5 mix of a number of subject matter experts namely  
6 consultants and City staff.

7 And I guess there were lines that  
8 were, sort of, being crossed and so forth, so we  
9 undertook that review. We actually -- we had  
10 everybody complete the roles and responsibility  
11 work within the different management teams and  
12 then presented them at an all staff, so that  
13 everyone knew what everybody else was doing  
14 going forward for construction purposes in the  
15 delivery of the construction project.

16 And again, that took about eight to  
17 ten months in completion. And then the timing  
18 of that was such that it led to the new  
19 organizational design in 2015 that Steve Cripps  
20 championed to align itself more accurately for  
21 the task at hand. Because, again, Richard was  
22 delivering the 417 capital project and a number  
23 of other cash allowance projects like Albert and  
24 Queen Street and so forth, and he was coming  
25 from that.

1                   And then he took on the vehicles, the  
2 systems assurance, the testing and commissioning  
3 aspect of the project that Gary had under his  
4 daily work from the outset.

5                   MS. MCGRANN: When you say "Gary," is  
6 that Gary Craig?

7                   MR. COLAIACOVO: Gary Craig, correct,  
8 yes.

9                   MS. MCGRANN: So it sounds like for  
10 the first year you are at high-level tasked with  
11 figuring out what everybody is doing and then  
12 making sure that their roles are properly  
13 aligned and properly setup. Is that fair?

14                   MR. COLAIACOVO: Correct. Not only  
15 within my shop, merging with the two branches.  
16 But also within the other areas as well. The  
17 other big -- the other big positive outcome of  
18 that was when we were updating our project  
19 management plans, and we had a variety of them,  
20 some of them were specific to the project.

21                   Others were aligned with corporate  
22 initiatives, such as HR and IT. That spun off a  
23 couple of other products, if you will. One of  
24 them was to update our terms of reference for  
25 executive steering committee and our contingency

1 management committee. And that then also spun  
2 off another document that, sort of, outlined our  
3 various delegations of authority pursuant to  
4 Council approval of the 2012 report to award  
5 this particular contract.

6 And those particular products, if you  
7 will, if I can call them that, aligned quite  
8 well with the auditor general review of the  
9 contingency management that she did or he did  
10 back in 2020.

11 And yes, that is my landline. I'm  
12 probably the only one in this world that still  
13 has a landline. That will probably go to  
14 voicemail in a second.

15 MS. MCGRANN: With respect to the  
16 document that addressed the various delegations  
17 of authority, was that a document that you kept  
18 up to date from the point that you put it  
19 together forward, so if there were any further  
20 delegations of authority were added as you went?

21 MR. COLAIACOVO: If memory serves, we  
22 didn't put names on it. So I know when  
23 Mr. Kirkpatrick was a city manager, he may have  
24 been identified as the person there. But I  
25 think we kept it to titles. Now, there was a

1 title change, though, because Nancy was the  
2 deputy city manager. And when John took over  
3 the project -- John Manconi took over the  
4 project in 2016, he was the general manager.

5 So I remember doing something along  
6 those lines to update either that DOA or other  
7 project management plans to properly align with  
8 the existing titles. But I can't remember if it  
9 was that specific document that was updated.  
10 I'm pretty sure it was. But I'm not 100 percent  
11 sure.

12 MS. MCGRANN: Was that document kept  
13 as a stand-alone document or was it wrapped into  
14 a couple of other documents as part of an  
15 oversight package?

16 MR. COLAIACOVO: It was a stand-alone  
17 document for sure, and I think it was parceled  
18 with or presented with the updated terms of  
19 reference that were approved by the two standing  
20 committees, internal standing committees  
21 executing steering committee and contingency  
22 management committee, yes.

23 MS. MCGRANN: Once you complete this  
24 year-long project that began in 2014, so you're  
25 asked to stay with the project in 2015, would

1 you just give us an overview of your  
2 responsibilities on the project from that point  
3 through to the end of construction.

4 MR. COLAIACOVO: So not only was I the  
5 resource, I was managing the group and, in  
6 managing the group, I was more or less managing  
7 people's tools and processes, right, so we had  
8 four --

9 (Reporter seeks clarification.)

10 MR. COLAIACOVO: I'm sorry. People,  
11 tools and processes, right. So my apologies for  
12 that. So we had, I think, at the time, four,  
13 five consultants that eventually became three  
14 dedicated consultants to manage the project.  
15 One of them was our contracts manager, Mr. Gray,  
16 Lorne Gray had been with a project, I think, if  
17 not from the inception, but certainly he was in  
18 the preliminary engineering procurement stage as  
19 was Mr. Killin. He was the risk manager.

20 At the time, when I came on board,  
21 there was also a schedule manager. She went on  
22 to other things, and I merged those two  
23 functions under Craig's responsibility.

24 I had a part-time quality lead while  
25 construction was occurring in the tunnel, when

1 they were digging for the tunnel. And as the  
2 project started to other aspects of the  
3 alignment, we retained a full-time quality lead  
4 to help with quality assurance function for the  
5 City.

6 So then I was part of the management  
7 team, so I attended the department management  
8 team meetings. I was a member of the risk  
9 review board. I was a member of the change  
10 control board, those are internal committees  
11 that made decisions for the project. And I was,  
12 not a member, but I was a guest, I guess, at the  
13 contingency management committee and the  
14 executive steering committee.

15 And my role there was just to make  
16 sure that, particularly from my consultants that  
17 they had the administrative support to get their  
18 job done in processing all the various documents  
19 that we had; we had the proper tools in place to  
20 manage all the data, not just within our service  
21 area but for the design and construction groups,  
22 namely, Mr. Craig and Mr. Holder's area.

23 So we had third-party tools that  
24 assisted us, and we managed those third-party  
25 tools if we needed to hire somebody, either City

1 staff or consultants, we, sort of, managed that  
2 process on behalf of the managers.

3 But, I think, to your point, I guess,  
4 one of my primary roles going forward is that I  
5 was lead in developing the draft presentation  
6 that were going to be presented for both  
7 contingency management committee and executive  
8 steering committee.

9 MS. MCGRANN: Couple of follow-up  
10 questions.

11 MR. COLAIACOVO: Sure.

12 MS. MCGRANN: The person who's in  
13 charge of risk, you said last name is Killin.  
14 What was their name?

15 MR. COLAIACOVO: Umm -- it'll...

16 MR. GARDNER: Craig.

17 MR. COLAIACOVO: Craig Killin. Thank  
18 you. Yes, Craig Killin Consulting.

19 MS. MCGRANN: You had also mentioned a  
20 Craig. Is that Mr. Killin?

21 MR. COLAIACOVO: No. So there's Gary  
22 Craig, who is the City staff person managing  
23 design construction of the civil stuff, if you  
24 will. And Craig Killin who was, at the time  
25 when I joined the team, a risk manager. But

1 again, my scheduling manager left and I was able  
2 to those merge those two functions into one.

3 MS. MCGRANN: Mr. Killin is in charge  
4 of both the risk and the schedule management?

5 MR. COLAIACOVO: Correct.

6 MS. MCGRANN: Do you remember  
7 approximately when he took on the scheduling  
8 role?

9 MR. COLAIACOVO: Shortly after I  
10 joined in 2014. I think Janet Moul was the  
11 scheduler. Crazy, I remember Janet's name, but  
12 not -- anyway, I digress, because I saw  
13 something because she owns a winery and I just  
14 saw something posted. I digress. My apologies  
15 for that.

16 So Janet was a scheduler through  
17 preliminary engineering and procurement. I  
18 would say two months after I started, she found  
19 other employment.

20 MS. MCGRANN: Before we get into more  
21 detail about the work that members of your group  
22 were doing.

23 Prior to this project. Did you have  
24 any other rail experience?

25 MR. COLAIACOVO: No.

1 MS. MCGRANN: Had you worked on -- or  
2 in relation to a P3 project before?

3 MR. COLAIACOVO: No, I did not. So  
4 when you say "rail experience," as a manager of  
5 the FSU, so I don't know what you constitute as  
6 rail experience. Certainly not to the same  
7 level of this particular project, and certainly  
8 not P3.

9 But as a manager of the FSU, I was  
10 supporting all the hard services of the  
11 municipal government, which included  
12 construction of linear type infrastructure  
13 including maybe the (indiscernible) when we did  
14 the expansion of the (indiscernible) a number  
15 of years ago.

16 (Reporter seeks clarification.)

17 THE WITNESS: The O-train. So the  
18 O-train -- well, it's not in service anymore  
19 because of Stage II. But it was the first -- so  
20 we provided the financial support to those folks  
21 who put the O-train into function back 20 years  
22 ago, whatever that was.

23 MS. MCGRANN: What is the FSU?

24 MR. COLAIACOVO: Sorry. The financial  
25 support unit, the financial services unit. So I

1 was a member -- again, a 36-year career for the  
2 first 25 years or so, I was in a variety of  
3 finance roles. And part of the financial  
4 department of management team as a manager of  
5 the financial services unit.

6 But we were not centrally located in  
7 corporate finance, we were, sort of, co-located  
8 with our client groups, and our client groups  
9 was all the hard services that municipal  
10 government provides which is stuff like city  
11 engineering, sewer, water, solid waste, public  
12 works, and the like.

13 And the first -- a limited point  
14 within that portfolio, I had OC Transpo under my  
15 belt as well providing only financial services.

16 MS. MCGRANN: And I think we've  
17 covered this, but just be clear. Prior to the  
18 one-year contract that you began in 2014, did  
19 you have any involvement in the Stage I project?

20 MR. COLAIACOVO: No.

21 MS. MCGRANN: Can you speak to the  
22 government -- governance plans that were put in  
23 place for this project?

24 MR. COLAIACOVO: Governance. So, yes.  
25 In 2014, when I joined, and again, that was one

1 of my items that I needed to update. Governance  
2 on this project, I think was outstanding. We  
3 had project management plans that dictated what  
4 we were going to do and how we were going to do  
5 it.

6 So stuff like change management  
7 through using the tool set that we have through  
8 e-Builder was well-documented, and again, we  
9 just needed to update it through construction.

10 Our terms of reference that we  
11 developed in 2015, I think it was, and they were  
12 approved in 2015, clearly outlined the role of  
13 our executive committee aligning with Council  
14 approval of 2012 report, as with the contingency  
15 management committee.

16 And it was well-documented and we  
17 followed those protocols. And, as I mentioned,  
18 earlier the auditor general did a review and  
19 audit of how contingency management committee  
20 handled themselves, and I think the audit was  
21 received favourably by everybody who was  
22 involved.

23 So that speaks to the governance of,  
24 frankly, the project and what was there for  
25 contingency management is how we were governed

1 through the entire project. So everybody knew  
2 what was at task and everybody knew what they  
3 were supposed to and everybody knew how they  
4 were going about to do it. So we had a number  
5 of project plans for just about everything we  
6 did, yes.

7 MS. MCGRANN: Was IO involved in  
8 providing the City with any advice about the  
9 governance of this project?

10 MR. COLAIACOVO: So I don't want to  
11 speculate. But prior to my involvement, those  
12 plans were in place. And IO was a team member  
13 in that we used the template, the project  
14 agreement, if I can refer to it as a PA. Our PA  
15 was a template from OI in projects that they  
16 delivered on a P3 basis for, specifically,  
17 hospitals and bigger facilities. And it was,  
18 sort of, customized to fit the light rail  
19 project.

20 MS. MCGRANN: And the project  
21 agreement informed the project management  
22 approach that the City took, I guess?

23 MR. COLAIACOVO: Well, the project  
24 agreement had -- yes. So from the project  
25 agreement, we modeled our project plans to

1 support the project agreement, yes.

2 MS. MCGRANN: Do you know if the City  
3 foresaw any challenges presented by RTG's  
4 structure with respect to its approach to the  
5 project? And by that I mean, did this City look  
6 at this and say, There may be a lack of  
7 visibility into issues that are raised by RTG's  
8 subcontractors. Can you speak to that at all?

9 MR. COLAIACOVO: Well, that's a very  
10 broad statement or question. Can we narrow that  
11 down? Certain key individuals, as identified in  
12 the PA, needed to be approved by the City. So  
13 those key individuals were presented, if there  
14 were changes to them, they were presented to the  
15 City and the City either accepted or rejected  
16 them.

17 Certainly, their project plans, their  
18 schedules that were submitted, you know, some of  
19 them were delayed. But to answer your questions  
20 about foreseen problems, at the time, early on  
21 in 2014 and 2015, and perhaps right up to 2016,  
22 prior to the sinkhole, so everything was going  
23 somewhat in accordance with the project plans in  
24 place, yes.

25 MS. MCGRANN: Maybe it's -- how did

1 the City approach the governance of this project  
2 in response to the corporate structure of RTG  
3 and its subcontractors, does that help?

4 MR. COLAIACOVO: Sorry. Can I go turn  
5 that off just for a second? I can -- thank you.  
6 Sorry about that.

7 MS. MCGRANN: No problem.

8 MR. COLAIACOVO: Can you rephrase.

9 MS. MCGRANN: I was asking how --  
10 whether the City tailored its project management  
11 approach or its governance approach to this  
12 project in response to RTG's corporate  
13 structure? So RTG and its subcontractors.

14 MR. COLAIACOVO: Well, I think it's  
15 fair to say that we aligned ourselves to better  
16 understand their corporate structure. So when  
17 we were having to make decisions, we knew who  
18 our counterparts were on the other side so that  
19 if items needed to be escalated and dealt with  
20 before it gets escalated to works committee or  
21 other venues, that we understood where we needed  
22 to go, if that helps in responding.

23 MS. MCGRANN: What is the works  
24 committee?

25 MR. COLAIACOVO: So works committee is

1 defined under the project agreement and it  
2 consists of key personnel in both organizations  
3 whereby items that are getting bogged down at  
4 the working group level can get escalated to for  
5 decisions.

6 So again, as an example, one of my  
7 tasks that I referenced earlier regarding our  
8 communications and stakeholder team, there were  
9 issues that were brewing in the first year of  
10 construction. And one of the items there, I  
11 needed to move that fence a little bit because  
12 it was four years of construction still  
13 remaining, at least at the time, the thought was  
14 four years of construction still remaining.

15 And, yeah, so there was issues around  
16 schedule 18 in that the City wanted to take back  
17 certain items that were in the project  
18 agreement, not in the term of a credit, not that  
19 we wanted to reduce the value of the project,  
20 but rather we wanted to exchange it for other  
21 items.

22 So I think the conflict arose as a  
23 result of disagreements around the value of what  
24 we thought they were giving up versus what they  
25 thought they were giving up. But in the end, we

1 agreed on developing proper project plans and  
2 communication plans to support this project and  
3 what it needed, and if it came to financial  
4 issues then I would deal with my counterpart on  
5 the other side to deal with those discrepancies.  
6 That's how we, sort of, moved that long, if you  
7 will.

8 MS. MCGRANN: Can you give me example  
9 of an item that the City wanted to take back?

10 MR. COLAIACOVO: Website. So I think  
11 there was a website and a trailer or something,  
12 a community outreach product that you would be  
13 able to go to various events to help showcase  
14 this particular project. But the main one was  
15 the website, frankly.

16 So we decided schedule 18 also  
17 incorporated the fact that the City had  
18 authority over comms, communications to the  
19 public. So in doing so, they wanted to take  
20 back the management and the design of the  
21 website. So they did that.

22 We thought the value was Y, and they  
23 thought the value was X, and that's what caused  
24 some of the conflict.

25 MS. MCGRANN: You mentioned that

1 certain key individuals needed to be approved by  
2 the City. I take it that's key individuals at  
3 RTG or its subcontractors?

4 MR. COLAIACOVO: I don't believe  
5 subcontractors. But certainly at the RTG level.  
6 So when Antonio was replaced with Peter Lauch as  
7 head of RTG, Peter Lauch's name was submitted,  
8 and we accepted the project director, who at the  
9 time was David Whyte, that name had to be  
10 brought forward and the City would have accepted  
11 or rejected them.

12 There were a few others that were  
13 identified in the project agreement as key  
14 individuals that the City needed to approve.

15 MS. MCGRANN: Was it the case that  
16 after approving an individual the City could  
17 withdraw its approval?

18 MR. COLAIACOVO: I don't believe  
19 that's the case, no. We either have the right  
20 to reject the individual, or accept the  
21 individual. If that individual wasn't  
22 performing -- I'm not sure what our rights were.  
23 I forget actually.

24 MS. MCGRANN: Were there any major  
25 changes in the City's approach to governance

1 prior to the public launch of revenue service?

2 MR. COLAIACOVO: Sorry. Can you  
3 repeat that, please?

4 MS. MCGRANN: Any major changes to the  
5 City's approach to governance of the project  
6 prior to the public launch of revenue service.

7 MR. COLAIACOVO: Sorry. Can you  
8 define "governance" for me in this case then?

9 MS. MCGRANN: Let's say it's approach  
10 to managing and overseeing the project.

11 MR. COLAIACOVO: Well, I can tell you  
12 that I think we had a very robust plan leading  
13 up to revenue service. John Manconi had set up  
14 this RAMP program, so Rail Activation Management  
15 Program, which had all had different pieces  
16 coming in to support revenue service, and the  
17 particular launch and it was not just the  
18 project, right, it included bus integration, et  
19 cetera, et cetera.

20 After that, after that particular  
21 launch, I think that went over to OC Transpo  
22 then to, sort of, manage both the bus and the  
23 train schedule. So I think that would have been  
24 all laid out in one cohesive package through the  
25 RAMP program, but I was not part of RAMP, so I

1 can't speak to those particular details.

2 I remember seeing the reports in RAMP,  
3 and it had many operational items in there, but  
4 I can't speak to the other, no.

5 MS. MCGRANN: With respect to the  
6 contract management work that's done under your  
7 oversight. Is that right?

8 MR. COLAIACOVO: Correct.

9 MS. MCGRANN: Could you give me a  
10 high-level description of what that involves?

11 MR. COLAIACOVO: Well, yeah. So it  
12 was the interpretation of the project agreement  
13 with respect to commercial aspects. So if there  
14 was -- Lorne -- Mr. Gray, Lorne Gray was our  
15 contracts manager. He was able to navigate and  
16 assist the department when items arose that may  
17 have been noncompliant, and something were  
18 either non -- sorry. That's not the right term.  
19 Noncompliant was on the quality side.

20 But anything that arose that was a  
21 change or they were something that was not  
22 consistent with their PSOS or something, Lorne  
23 would provide advice or guidance as to whether  
24 or not something was -- had some commercial  
25 value to it, as an example.

1 MS. MCGRANN: Was Mr. Gray a lawyer?

2 MR. COLAIACOVO: He is an engineer.

3 He has a number of years of experience in

4 contract management in the UK.

5 MS. MCGRANN: So is he acting as a

6 resource to Mr. Holder's department, Mr. Craig's

7 department in the work that they are doing?

8 MR. COLAIACOVO: Yes. So frankly,

9 that's the way we were all structured, right?

10 So program management branch had risk

11 management, quality management schedule, and

12 contract management, and we provided support to

13 Mr. Holder and to Mr. Craig and Mr. Cripps and

14 others, of course.

15 (Reporter seeks clarification re:

16 "Mr. Craig" and "Mr. Gray")

17 MR. COLAIACOVO: Mr. -- so I have --

18 so I have Craig Killin, right? So he's the risk

19 management providing support to Mr. Holder and

20 Mr. Craig, Gary Craig.

21 MS. MCGRANN: And then could you

22 describe at a high-level for me the work that

23 Mr. Killin was doing with respect to risk and

24 then with respect to schedule?

25 MR. COLAIACOVO: So Mr. Killin managed

1 the risk schedule, if you will. We had monthly  
2 risk schedule meetings. And the way our project  
3 plan works was that anybody who was working in  
4 the project team saw risk or identified a risk,  
5 they would be able to use a third-party tool to  
6 enter that risk into our third-party tool.

7 And then we would meet on a monthly  
8 basis to determine whether or not that's a true  
9 risk or whether or not it's an RTG risk or  
10 whether we would accept it as a risk for the  
11 project.

12 On the scheduling side of things, as  
13 the schedules would come in with the monthly  
14 works report, that RTG and OLRTC would submit,  
15 Mr. Killin would then siphon off the schedules,  
16 submit them, or provide them to the various  
17 groups who were looking at the various pieces of  
18 their schedule, and then meet with them on a  
19 monthly basis.

20 And if I can go back and Mr. Gray did  
21 the same thing, right? So every month, I think  
22 it was, we would have internal contract  
23 management meetings to hear from the various  
24 project leads on the project both under  
25 Mr. Holder and Mr. Craig.

1           And, if you will allow me, I'll just  
2 call them by their first name for now, so  
3 Richard and/or Gary, just avoid some confusion  
4 going forward.

5           So Lorne would provide an opportunity  
6 internally to meet with the key project leaders,  
7 if you will, in the office to hear their  
8 concerns about what was happening in the field  
9 and provide the contractual management view or  
10 vision of what was being said.

11           MS. MCGRANN: And would you also  
12 attend those meetings?

13           MR. COLAIACOVO: I would attend most  
14 of the contract management meetings. I wouldn't  
15 necessarily attend a lot of the schedule  
16 meetings with Gary and/or Richard's team, yes.

17           MS. MCGRANN: And what about the -- I  
18 believe you said there were monthly risk  
19 meetings?

20           MR. COLAIACOVO: There were monthly  
21 risk meetings, yes. And I would attend the  
22 monthly risk meetings, yes.

23           MS. MCGRANN: Were the monthly risk  
24 meetings, meetings of the risk review board or  
25 is this a different...

1 MR. COLAIACOVO: That is our risk  
2 review board, yes. So again, we would meet --  
3 so if Gary had a number of leads identify a  
4 bunch of risks or Richard had a number of leads  
5 identify a bunch of risks, we would speak to the  
6 risk, we would vet the risk to determine if it  
7 was a true risk for the project for the City, or  
8 if it was an RTG risk.

9 And then we would try to better  
10 understand the value of the risk, and what level  
11 of certainty, and the time arising associated  
12 with that risk, and that would form part of our  
13 whole risk register if approved.

14 MS. MCGRANN: What's the purpose of  
15 the risk register?

16 MR. COLAIACOVO: Well, it's to  
17 identify risk that would help navigate for not  
18 only just our office, but to advise executive  
19 steering committee as well as contingency  
20 management committee that there's stuff out  
21 there that is brewing.

22 We believe that it is a risk to the  
23 City and there might be a financial cost  
24 associated with the City. Many of the risks in  
25 the risk register was -- were in buckets, such

1 as, that's a risk to RTG. But they may not see  
2 it that way, so we may have set aside some  
3 dollar value associated with defending the  
4 City's position for that risk. Other risk --

5 MS. MCGRANN: So you're anticipating  
6 potential disputes with the private partner as  
7 part of the risk analysis?

8 MR. COLAIACOVO: Correct. Other risks  
9 were real. Stuff like Ashwood and Fare Gates,  
10 there was -- that a real risk, so we put aside  
11 some money to help potentially offset that risk  
12 in the future. So that contingency management  
13 committee and executive steering committee knew  
14 at what point we've run out of money,  
15 essentially, and the total risk associated with  
16 the project, right?

17 MS. MCGRANN: Was there quite a bit of  
18 overlap in membership, or if not, consultation  
19 between the risk review board and the  
20 contingency management committee?

21 MR. COLAIACOVO: Sorry. I have to go  
22 back. So internal, there's risk review board;  
23 and internal, there's the change control board.  
24 The change control board and risk review board  
25 were internal to our department, and they were

1 the same membership.

2 When you go to the contingency  
3 management committee, that committee was chaired  
4 by the City manager and the City treasurer and  
5 the -- either John Manconi and/or Nancy Schepers  
6 were the other participants or membership of  
7 that committee.

8 And they would have said yes, or no to  
9 any approval that we would have brought forward  
10 for draw against a contingency fund.

11 MS. MCGRANN: The risk review board  
12 is, I guess, reporting to the contingency  
13 management committee.

14 MR. COLAIACOVO: And executive  
15 steering committee --

16 MS. MCGRANN: And the executive --

17 MR. COLAIACOVO: -- (inaudible) on the  
18 risk, yes.

19 MS. MCGRANN: I see reference to an  
20 acronym RAID, Risk Actions and Issues Database.

21 MR. COLAIACOVO: Correct.

22 MS. MCGRANN: What's that?

23 MR. COLAIACOVO: So that's our  
24 third-party tool. So we managed the flow of all  
25 data in the office through -- it's an Alcea Tech

1 product it's was called RAID. And project leads  
2 or those responsible for whatever that item that  
3 was in there, if it had a due date, they would  
4 be sent an email to confirm that something is in  
5 their inbox and they need to action it.

6 MS. MCGRANN: And is that -- how does  
7 that relate to the risk register?

8 MR. COLAIACOVO: So leads would  
9 identify -- leads would identify their  
10 particular risk in RAID, and they would assign  
11 it to, if it was one of Gary's project leads or  
12 Richard's, they would assign it to Craig to  
13 incorporate into the risk register as an agenda  
14 item, and they would assign it to Gary to give  
15 him a heads up that, Gary, this is a risk in the  
16 project, we'll need to speak to it and presented  
17 to the risk review board internally.

18 MS. MCGRANN: Was RTG involved in any  
19 of the work of the risk review board or the  
20 City's risk analysis more generally?

21 MR. COLAIACOVO: No. That was  
22 internal. RTG and OLRTC is part of the monthly  
23 works committee meeting would provide a status,  
24 a project status update on the project, and they  
25 would present risks that they feel that they may

1 need the City help in trying to alleviate, that  
2 helped to move the project forward, or identify  
3 risk on the project that they are trying to  
4 handle and manage.

5 MS. MCGRANN: And how would requests  
6 from RTG for City assistance with anticipated  
7 risk be handled?

8 MR. COLAIACOVO: Well, again, it  
9 wouldn't. So, for example, there was some  
10 issues with Ministry of Labour. There was some  
11 issues with building code services. There were  
12 some issues on timing relative to road closure  
13 permits that they had requested. So if there  
14 was an opportunity for us, if we felt it was  
15 within, A, our domain, and this is what we  
16 wanted to do, if there was an opportunity for us  
17 to assist them, trying to eliminate or remove  
18 some roadblocks, we could try and do that for  
19 them where we could.

20 MS. MCGRANN: And who is the "we"  
21 there?

22 MR. COLAIACOVO: It would have been  
23 Steve Cripps, yeah, Steve Cripps or John or  
24 Michael Morgan. So Michael Morgan took over  
25 after Steve Cripps did.

1 MS. MCGRANN: When you say "if it was  
2 within our domain," what are you referring to?

3 MR. COLAIACOVO: Well, if it was  
4 something that we could do. Like, Ministry of  
5 Labour is something that's out there that we can  
6 try and -- yeah. They have their own mandate  
7 and there's nothing, frankly, that we could've  
8 done other than to, perhaps, try and hold  
9 meetings together to better understand their  
10 position if we felt that that was an issue we  
11 wanted to champion on their behalf.

12 MS. MCGRANN: How did the City  
13 approach quality control for this project?

14 MR. COLAIACOVO: Well, there's --  
15 well, RTG and OLRTC, they're responsible for  
16 their own QA and QC, right? They had extensive  
17 quality management plans that were used on the  
18 entire alignment.

19 So OLRTC had the authority, obviously,  
20 to do audits on their suppliers. RTG had the  
21 authority to do audits on OLRTC, and we, the  
22 City, had the opportunity to do audits on OLRTC  
23 as well, and their means and methods.

24 So yeah, it was a very robust program.  
25 When we hired our full-time quality lead, there

1 were some issues that were brewing. So their  
2 quality person didn't report directly to the  
3 deputy project director who was responsible for  
4 building the project.

5 She actually reported directly to the  
6 project director, David Whyte. So in 20 --  
7 certainly after she was hired, so six months  
8 after she was hired, so probably in late 2015,  
9 we brought the parties together to try and get a  
10 better understanding of how they managed their  
11 quality, and so that they could better also  
12 understand how we try to integrate ourselves  
13 into the management of that particular project  
14 under the guidance of schedule 11, I think it  
15 was, in the PA.

16 And that document eventually led to a  
17 consensus and a better understanding and an open  
18 dialogue between the parties on how to move  
19 forward on a quality management front. And we  
20 agreed that, you know, all audits would be  
21 reasonable, all audits would be timely and  
22 value-added.

23 And the other big thing was from their  
24 perspective is that they felt that our audits  
25 were "I gotcha" audits. And certainly that

1 wasn't the intent. And one of the big things  
2 that came out of that those meetings were such  
3 that the audit questions would be out five days  
4 in advance. And that would make the audit  
5 process that much more efficient and no  
6 "gotchas" in the audit questions, if you will.

7 MS. MCGRANN: So you said that some  
8 issues were brewing.

9 What issues were brewing?

10 MR. COLAIACOVO: I think it was just  
11 personality conflicts more than anything else.  
12 I think there was -- the quality lead that we  
13 had, had a lot of experience, and she, perhaps,  
14 wanted to do a lot more audits than was required  
15 to just get in there, and that was one view they  
16 took. And, yeah, so there was personality  
17 conflicts, essentially.

18 So we brought the meetings of the  
19 minds together and talked it out, talked it  
20 through. I think they got a better  
21 understanding of our position under schedule 18.  
22 We had a better understanding on how they were  
23 going to manage all their subs from quality  
24 perspective and became a little bit more  
25 comfortable and confident in that, which, again,

1 generated this document that allowed us to move  
2 forward.

3 MS. MCGRANN: And what was the  
4 document that allowed you to move forward?

5 MR. COLAIACOVO: Yeah, we called it  
6 the "Rules of Engagement" document as it  
7 pertains to quality audits, quality management  
8 audits. There's two types of audits, right?  
9 The City undertook either surveillance audits  
10 and/or system audits. So surveillance audits  
11 were in the field; system audits were software  
12 related more than anything else, making sure all  
13 the systems were integrated with one another.  
14 And -- yeah.

15 MS. MCGRANN: And the person that you  
16 brought in as your external quality assurance  
17 professional, who was that?

18 MR. COLAIACOVO: So Kevin Lindsay was  
19 part of Lindsay Associates, he was Lindsay  
20 Associates. So he was on the project through  
21 preliminary engineering and procurement, and  
22 provided quality services to the construction  
23 project team for about a year.

24 He came to Ottawa. He's from  
25 Vancouver. He came to Ottawa one week per

1 month. But again, as construction started to  
2 build across entire alignment, he was able to  
3 secure another consultant for us under his  
4 umbrella. And her name was Joanne Paquette. So  
5 she joined our team middle of 2015, I think it  
6 was.

7 MS. MCGRANN: And was she --

8 MR. COLAIACOVO: On a client basis.  
9 Sorry.

10 MS. MCGRANN: No, no. It can be hard  
11 not to interrupt each other on video --

12 MR. COLAIACOVO: Yeah.

13 MS. MCGRANN: -- (inaudible) here in  
14 person.

15 Was she doing both the surveillance  
16 audits and the system audits?

17 MR. COLAIACOVO: Yeah. So our project  
18 plan, and the way we ran those was that she  
19 relied quite heavily with the construction  
20 monitors. So the project, the various project  
21 leads, if they saw something that was not  
22 consistent with their inspection test plans or  
23 their means and methods, they would report it up  
24 through Joanne. And if that kind of issue  
25 continued to materialize, then they would

1 actually request an audit. The audit would need  
2 to be approved by their manager because it's a  
3 lot of resources going into doing these audits.

4 So once their manager approved, Joanne  
5 would have developed a quality management plan  
6 that looked out three months at a time with a  
7 forecast of audits, so that RTG and OLRTC would  
8 be aware of our particular audit plan, so they  
9 could start aligning resources with it as well.

10 MS. MCGRANN: If there are ever too  
11 many of this, so you can't answer this  
12 questions, you will let me know.

13 But what issues on the project became  
14 subject to this kind of plan that you just  
15 described.

16 MR. COLAIACOVO: What -- sorry? Say  
17 that again.

18 MS. MCGRANN: So if I've got this  
19 right. If a group within the City, that's  
20 focused on an aspect of construction, sees an  
21 issue potentially arising, they can report it up  
22 through Ms. Paquette, and if their manager  
23 agrees with them and approves them, then  
24 Ms. Paquette develops an audit plan with respect  
25 to that particular issue, it gets shared with

1 RTG and then the audits proceed. Is that right?

2 MR. COLAIACOVO: Correct.

3 MS. MCGRANN: And so about how many of  
4 those audit plans, those issue-responsive audit  
5 plans were developed?

6 MR. COLAIACOVO: Well, quite a few. I  
7 don't have the metrics off the top of my head.  
8 But she was -- I think on average, she was doing  
9 two or three audits a month, maybe four audits a  
10 month. But some audits -- some months would be  
11 higher in number versus, maybe, some other  
12 months.

13 But yeah, she did quite a few. They  
14 found a number of nonconformances. Again, from  
15 a value-added perspective, and with the intent  
16 of particularly earlier on, changing their means  
17 and methods, potentially, on doing something  
18 that makes it better.

19 For example, if they saw something in  
20 the station, right, so if they saw something in  
21 the station that wasn't corrected, and not -- it  
22 might uncover something, so that they could  
23 apply that lesson learned to future station  
24 constructions, as an example.

25 MS. MCGRANN: And these issue-specific

1 audits would be in addition to and on top of  
2 routine planned auditing that would be done on  
3 the project by the City?

4 MR. COLAIACOVO: Well, that was the  
5 auditing that was done by the City on this  
6 specific project. But it would be in addition  
7 to what RTG was able to audit or OLRTC, it would  
8 be in addition to OLRTC's audits of all of their  
9 subs.

10 So again, it was on a risk-based  
11 approach, right? So we didn't -- yeah, we  
12 didn't have full-time construction monitors on  
13 site every day at least -- yeah. We didn't have  
14 full-time construction monitors on site every  
15 day. So on a risk-based approach based on what  
16 our project leads were seeing in the field, they  
17 would report that back to Joanne and they would  
18 then determine, Okay, what are the  
19 noncompliances here potentially? What should we  
20 be looking at to try and make the project better  
21 from a constructability perspective.

22 MS. MCGRANN: Do you know if any  
23 audits were done with respect to the testing and  
24 commissioning formed by OLRTC?

25 MR. COLAIACOVO: From my memory, I

1 believe there may have been an audit completed  
2 on the testing commissioning plan. But as they  
3 were doing the testing and commissioning, I  
4 don't believe an audit was done at that time.

5 And there is a difference there,  
6 though, in that Richard -- a lot of those plans  
7 came near the end, and Richard and his team,  
8 sort of, mobilized where they were there on site  
9 full-time with the constructor seeing everything  
10 come together.

11 So that's not to say I don't think an  
12 audit was required or not. That's to say that  
13 they were there working together hand-in-hand on  
14 many aspects on the vehicle side because of  
15 OLRTC's late submission of the various plans.

16 MS. MCGRANN: When you say the plans  
17 came near the end, you're referring to the  
18 testing and commissioning plans put together by  
19 OLRTC?

20 MR. COLAIACOVO: Any of them. So the  
21 systems engineering management plans, the  
22 testing commissioning plans. I remember a lot  
23 of those plans didn't come in a timely fashion.

24 MS. MCGRANN: I was going to say, you  
25 said they came near the end, and I was going to

1 ask you the end of what?

2 MR. COLAIACOVO: Well, towards the end  
3 of the revenue service, I guess. I guess, the  
4 end would be September 14, 2019, when we  
5 launched the service, right? So a lot of data  
6 came within that last year, last six months to a  
7 year, when the PA would have required it much  
8 earlier.

9 MS. MCGRANN: What, if anything, was  
10 the City doing in response to the late delivery  
11 of those plans if they're coming later than  
12 required by the PA?

13 MR. COLAIACOVO: Well, we did -- we  
14 did a lot in that -- in that it was what was  
15 under our control. As I mentioned, John had the  
16 RAMP meetings that were held, I forget the  
17 timing of it, but certainly biweekly or monthly,  
18 maybe monthly to start, then biweekly as we got  
19 closer.

20 RTG representative was present in all  
21 those, and we would have been demanding that  
22 these submissions be brought forward. I know  
23 Steve sent a number of letters to them asking  
24 them for updated schedules and when we were  
25 supposed to receive some of these things, some

1 of these documents.

2 We also had IAT team that John brought  
3 in, the Independent Assessment Team got brought  
4 in. I think it was about a dozen of those where  
5 everybody involved in the project from  
6 Projectco's perspective on a particular issue,  
7 they were brought in to tell us where they were  
8 at with those issues.

9 But I do remember just on the document  
10 side of things, mainly those key documents for  
11 Richard's team were submitted late.

12 MS. MCGRANN: You mentioned the  
13 difference between surveillance audits and  
14 system audits. Am I right that the system  
15 audits looked at the integration of the various  
16 systems that form the LRT line?

17 MR. COLAIACOVO: Correct.

18 MS. MCGRANN: Do you recall if there  
19 was system audits done in the time leading up to  
20 the first application for substantial completion  
21 made in 2019?

22 MR. COLAIACOVO: They were done.  
23 There was some done. I remember some on CCTV  
24 system audits were done. There were a number of  
25 system audits completed.

1 MS. MCGRANN: Do you recall if there  
2 were any system audits done in between the  
3 achievement of substantial completion and the  
4 launch of the system for public revenue service?

5 MR. COLAIACOVO: I don't believe there  
6 were any audits done at that time. Unless,  
7 again, Richard's team members were -- maybe  
8 Richard should speak to that. I don't want to  
9 speculate.

10 But, as I mentioned, Richard's team  
11 members were co-located with them and they were  
12 performing the work to ensure that they were  
13 compliant with the PA at that time.

14 And if that work included quality  
15 audits or systems audits, then he would be best  
16 to speak to that.

17 MS. MCGRANN: The meeting that you  
18 described to bring the parties together to have  
19 a meeting of the minds with respect to the audit  
20 approach, you said that RTG raised concerns  
21 about a potential "gotcha" approach by the City.  
22 And I just want to understand what that means.

23 MR. COLAIACOVO: Well, one of the  
24 audits, I guess, that was done -- one of the  
25 audits that was done, they knew their -- they

1 knew their -- we knew that they knew their error  
2 so we did an audit on that error. So that was  
3 perhaps bad on us to say, Okay, we knew  
4 something happened in the field. They  
5 eventually corrected it.

6           They didn't like the fact that we  
7 spent resources and trying to do an audit to  
8 say, Here's what you did wrong, right? That's  
9 the "gotcha" thing, right? So again, the  
10 meeting of the mind, sort of, concluded that,  
11 you know, these audits going forward should be  
12 value-added and reasonable and, yeah,  
13 value-added and reasonable I think the key  
14 messages that came out of that.

15           And the other one was the audits would  
16 be delivered five days in advance so that they  
17 could be efficient audits that they would have  
18 the data that we were looking for readily  
19 available so when the auditor came in and  
20 conducted the audit.

21           MS. MCGRANN: What was the error that  
22 sparked this discussion?

23           MR. COLAIACOVO: Oh, I can't remember.  
24 It could've been -- I don't remember the detail.

25           MS. MCGRANN: Is there a difference

1 between technical audits and non-technical  
2 audits on this project?

3 MR. COLAIACOVO: I don't know that  
4 term. Again, we completed systems audits and  
5 surveillance audits.

6 MS. MCGRANN: Do you remember  
7 generally whether the systems audits raised  
8 concerns on the part of the City?

9 MR. COLAIACOVO: Sorry. Say that  
10 again.

11 MS. MCGRANN: Do you recall whether  
12 the systems audits that were done raised  
13 concerns on the part of the City?

14 MR. COLAIACOVO: Any audit that was  
15 completed, if there were nonconformances, an NCR  
16 would be raised. Any audit that was completed  
17 that could have been done better in accordance  
18 with their means and methods, right, so  
19 inspection test plan, the audits are all about,  
20 here's what we are going to do, here's how we're  
21 going to do it, and this is how we did it. So  
22 if this is how we did it, it wasn't necessarily  
23 a nonconformance to the PA, but wasn't  
24 consistent with how they said they were going to  
25 do it, it would have raised an observation. So

1 all those NCRs, nonconformances, and their  
2 observations would have been tracked in the  
3 system.

4 MS. MCGRANN: Is an NCR a  
5 nonconformance report?

6 MR. COLAIACOVO: Yes.

7 MS. MCGRANN: Do you remember whether  
8 systems integration was an area of particular  
9 concern as a result of the audits done or  
10 otherwise?

11 MR. COLAIACOVO: I don't recall that  
12 level of detail, no.

13 MS. MCGRANN: Do you recall if there  
14 were any particular areas of concern for this  
15 project?

16 MR. COLAIACOVO: Do you recall --  
17 well, they were a number of NC -- I'm not sure I  
18 -- I understand the question. But in the  
19 context of the entire project over the number of  
20 years' worth of construction, there were a  
21 number of concerns raised, a number of NCRs  
22 raised on the project by all three parties. So  
23 when a nonconformance is raised, that's a  
24 concern. They need to address it and fix it.

25 So I'm not sure I know how to answer

1 your question other than how I just said it.

2 MS. MCGRANN: When you say all three  
3 parties, who are you referring to?

4 MR. COLAIACOVO: Again the City. RTG  
5 had the right to do audits. And they may have  
6 or may not have raised NCRs as does OLRTC. They  
7 had the right to raise audits with their  
8 suppliers.

9 MS. MCGRANN: Maybe we can come at it  
10 this way. During the last six months or so of  
11 the construction prior to the launch of revenue  
12 service, were there any specific areas that were  
13 subject to outstanding concerns or a large  
14 number of outstanding NCRs that you recall?

15 MR. COLAIACOVO: So part of the  
16 substantial completion requirement was that all  
17 significant or major NCRs had to have been  
18 closed. There were a number of NCRs that were  
19 eventually addressed to be either minor or  
20 major. All minor NCRs were accepted by the  
21 City, but all major NCRs had to have been closed  
22 and were closed in time for substantial  
23 completion.

24 MS. MCGRANN: How was it determined  
25 whether an NCR is minor or major?

1 MR. COLAIACOVO: So there were  
2 definitions in -- in order to achieve  
3 substantial completion, there are definitions  
4 about what that looks like. And the safe use  
5 and enjoyment of the system and other  
6 descriptions, if you will, to ensure that the  
7 system is safe, it's reliable and it meets the  
8 requirements of the PA as intended.

9 So if there was an NCR raised that  
10 went against what I just said there, and perhaps  
11 others, other definitions, or more clarity, then  
12 that would have been major and had to have been  
13 closed. If it was minor such that as an  
14 example, the sod that was laid had now died and  
15 needed to be replaced, that's minor. It doesn't  
16 affect the safety and the reliability issues of  
17 the system. And that was considered to be a  
18 minor nonconformance and it had to be fixed and  
19 addressed at a future point in time.

20 And the PA did spell that out relative  
21 to the requirements of it to be fixed. I think  
22 it was 180 days after substantial completion was  
23 achieved, all these other minor nonconformances  
24 had to be closed.

25 MS. MCGRANN: But who made the

1 determination as to whether a nonconformance was  
2 major or minor with reference to the definitions  
3 of the project agreement?

4 MR. COLAIACOVO: So the City -- I want  
5 to say it's a joint effort. So we have project  
6 closeout meetings that evolved from the parties.  
7 So it was both RTG, OLRTC and the City trying to  
8 get a good understanding and it started about a  
9 year or so, maybe even before substantial  
10 completion was forecasted, May of 2018.

11 We started that process to get a  
12 better understanding of all the documents that  
13 were coming our way and how we were to approve  
14 it.

15 So it eventually evolved from and  
16 scheduled basis chart to task breakdown sheets  
17 of every component of the PA to a compliance  
18 matrix. That compliance matrix had identified  
19 all the "must and shalls" in the project  
20 agreement that OLRTC was to demonstrate  
21 compliance to the City.

22 A review of all those must and shalls  
23 was a very holistic summary was created, some  
24 fell into the minor buckets. Other fell into  
25 the major buckets. Those that fell into the

1 major bucket needed to be completed. Anything  
2 in that major bucket that needed to be completed  
3 but also had an outstanding NCR, all those  
4 things had to be closed.

5 MS. MCGRANN: And so is that -- are  
6 these various must and shalls allocated between  
7 the minor bucket and the major bucket, on the  
8 consent of the parties?

9 MR. COLAIACOVO: It was a dialogue  
10 between the parties, yes, and it was on the  
11 consent, I guess, yes. And if there was  
12 something that was not in agreement, it would  
13 have been escalated.

14 MS. MCGRANN: Escalated to whom?

15 MR. COLAIACOVO: I guess, at the time  
16 works committee. But the last six months of the  
17 -- yeah, it would have been escalated to the  
18 works committee or RAMP. There were many things  
19 going on concurrently at the same time. And it  
20 would have been escalated accordingly.

21 MS. MCGRANN: Did the independent  
22 certifier get involved in the allocation of the  
23 must and shalls to the minor or major buckets at  
24 all?

25 MR. COLAIACOVO: Yeah, thank you for

1 raising that. One thing I should've mentioned,  
2 I've been now two and a half years removed from  
3 the project because I've now been retired for  
4 two and half years.

5 MS. MCGRANN: Oh, congratulations.

6 MR. COLAIACOVO: Yeah, thank you. So  
7 going back and reflecting what happened in 2019  
8 and prior, it's been a bit of a challenge.

9 So yeah, the independent certifier sat  
10 on all these meetings with us going through all  
11 the must and shalls. And she too would have  
12 commented on whether or not that was a  
13 nonconformance or not, because she needed to  
14 sign off and ensure substantial completion met  
15 all the all requirements of the project  
16 agreement.

17 MS. MCGRANN: I'm trying to understand  
18 what the independent certifier's role in this  
19 allocation of, you keep saying "must and  
20 shalls", into minor, major bucket, so let's roll  
21 with it. But if the parties agree that  
22 something belongs in the minor bucket, could the  
23 independent certifier disagree with that  
24 agreement as between the parties?

25 MR. COLAIACOVO: Yes. This was a

1 dialogue between the parties and everybody had a  
2 voice in representing their perspective on it.  
3 If she was in disagreement, she would voice her  
4 disagreement or conversely if the City disagreed  
5 with something and she was supporting what OLRTC  
6 was saying, we would have that dialogue and then  
7 we would make it a decision, yeah, you made a  
8 good point, or no, we disagree, and would fall  
9 into those buckets.

10 MS. MCGRANN: Do you recall whether  
11 the independent certifier ever disagreed with  
12 the placement of must or shall in the minor  
13 bucket where the City and RTG and OLRTC had  
14 agreed that that's where it should go?

15 MR. COLAIACOVO: I remember the  
16 dialogue. I don't ever remember where one party  
17 stood out on its own after the dialogue to say  
18 no, I still completely disagree.

19 MS. MCGRANN: Put it a different way.  
20 If the City, RTG and OLRTC agreed to put an item  
21 in a minor bucket, could the independent  
22 certifier on her own move it into the major  
23 bucket?

24 MR. COLAIACOVO: If she was not going  
25 -- if she -- if she was at a point where she

1 spoke strongly enough that her position was not  
2 being heard, and that she couldn't sign off in  
3 reaching substantial completion because she  
4 believed that that had to have been done, then  
5 the parties would have agreed to move it into  
6 the major bucket. We would have supported --  
7 the City certainly would have supported it. But  
8 that's -- that's a scenario that I don't believe  
9 happened, right?

10 MS. MCGRANN: Was there a written  
11 change management plan?

12 MR. COLAIACOVO: Yes. That was part  
13 of our project management plans that talked  
14 about how changes were going to occur on the  
15 project and how they were going to be approved  
16 or not approved.

17 And it modelled and supported our tool  
18 set e-Builder in the form of variation notices  
19 that would come in, variation priorities,  
20 variation directives and variation  
21 confirmations.

22 MS. MCGRANN: Was there a written  
23 engineering management plan?

24 MR. COLAIACOVO: A written engineering  
25 -- okay, so you will have to define that. The

1 simple answer is no. But I'm not sure I  
2 understand what a written engineering plan is.

3 MS. MCGRANN: An engineering  
4 management plan. Sorry.

5 MR. COLAIACOVO: Certainly on the  
6 project, there would have been a number of  
7 engineering plans. Well, SEMP. SEMP is the --  
8 and I think this is one of the project plans  
9 that were delayed by the submission of OLRTC and  
10 I think it stands for Systems Engineering  
11 Management Plan.

12 And that was -- it can't remember if  
13 SEMP -- and Jesse, maybe you can help me out  
14 here. SEMP was the name of the firm or the name  
15 of the plan, or maybe they're one in the same.  
16 I actually forget.

17 MR. GARDNER: SEMP was the name of a  
18 firm, not a specific plan. But I will let you  
19 continue.

20 MR. COLAIACOVO: Thank you. So I  
21 think SEMP, the name of the firm, created a  
22 systems engineering plan which was a requirement  
23 for substantial completion and RSA.

24 So the City -- so you started by  
25 asking whether or not the City had a changed

1 management plan. That's in the City's domain.  
2 Then you asked if the City had an engineering  
3 plan. So that's what the confusion was. So  
4 there were many engineering plans that OLRTC  
5 needed to submit. But the City had project  
6 management plans to help manage the P3 project.

7 MS. MCGRANN: Was there a written  
8 project controls plan?

9 MR. COLAIACOVO: "Project controls"  
10 meaning risk management and financial  
11 management? Yes, schedule management, yes. All  
12 the plans also had procedures on how to deal  
13 with the plan and how to input data into our  
14 third-party tools.

15 MS. MCGRANN: And was there a written  
16 communications plan?

17 MR. COLAIACOVO: Yes, there was.  
18 Many, many communication plans and sub plans.

19 MS. MCGRANN: What is the reason for  
20 having many communications plans?

21 MR. COLAIACOVO: Well, you'd have your  
22 communications plan, and the City was the lead  
23 on some of these comms plans, but we took our  
24 lead from OLRTC who had done these projects,  
25 supposedly had done these projects all over the

1 world.

2 So we had various comms plans for the  
3 entire alignment. But individual sub plans  
4 based on the community in which the project was  
5 going into, right? Particularly as it related  
6 to traffic management.

7 Some communities were hit harder than  
8 others with respect to traffic management. Some  
9 communities homes were more greatly impacted  
10 than others. So they had specific plans to deal  
11 with those particular stakeholders.

12 MS. MCGRANN: I believe you said  
13 earlier that the City had responsibility for  
14 communications. Is that right?

15 MR. COLAIACOVO: I think that was  
16 schedule 18, yes.

17 MS. MCGRANN: So can you explain what  
18 you mean when you say that the City took the  
19 lead from OLRTC on communications?

20 MR. COLAIACOVO: Well, while the City  
21 was a designate lead for comms, for  
22 communications on the project, and OLRTC was to  
23 provide a support in those various communication  
24 plans so we can get them out to the public.

25 MS. MCGRANN: Just to understand what

1 that means. The City is the designate comms  
2 lead, does that mean if something is going to be  
3 said to the public if it's status of the  
4 project, the City will be the one to say it?

5 MR. COLAIACOVO: With input of OLRTC,  
6 yes.

7 MS. MCGRANN: And with respect to the  
8 input of OLRTC, did OLRTC have the right to  
9 review and sign off on any messages before they  
10 were shared by the City?

11 MR. COLAIACOVO: I don't know the  
12 answer to that. I think the answer is no. They  
13 would have submitted stuff to us, and we would  
14 have developed the comms plan to go out with it.  
15 But I don't believe there was many, many  
16 conflicts between the two messages, if you will.

17 MS. MCGRANN: Did that approach change  
18 at any point over the life of the project?

19 MR. COLAIACOVO: No. Schedule 18 was  
20 enforced right from the beginning of the  
21 project, right?

22 MS. MCGRANN: My question is a little  
23 bit different. Did the approach taken where the  
24 City is preparing comms plans, but seeking input  
25 from OLRTC, did that change at any point?

1 MR. COLAIACOVO: Comms and stakeholder  
2 management, I had under my responsibility for  
3 about a year. As I mentioned, when we went to  
4 do our realignment, shortly after that  
5 realignment in 2016, Stage II was coming on  
6 board, and when Stage II was coming on board,  
7 they were bringing on board their own  
8 communications and stakeholder person.

9 And it was agreed at that time that  
10 that person would report to the Stage II lead,  
11 but deal with both Stage I and Stage II  
12 requirements.

13 So I don't know the answer to that  
14 question, that particular person -- the person  
15 was Rosemary Pitfield who came the lead on comms  
16 and stakeholder reporting at the time to Chris  
17 Swail.

18 So I don't know what was happening to  
19 those key messages from 2016 forward, but again,  
20 I think they were consistent.

21 MS. MCGRANN: And why do you think  
22 that?

23 MR. COLAIACOVO: Good point. Why do I  
24 think that? I didn't really hear -- actually, I  
25 shouldn't have said that. I'll take that back

1 because I thought we would have heard stuff  
2 being escalated to works committee if, in fact,  
3 key messages that fair -- OLRTC comms team were  
4 developing were changed by the time they got out  
5 to the public, at that time they get out to the  
6 public. So that issue was never escalated to  
7 the works committee.

8 MS. MCGRANN: During the time that  
9 communications was under your oversight, did the  
10 City ever take messages to the public without  
11 seeking input from OLRTC about the project?

12 MR. COLAIACOVO: No. Our process was,  
13 we were to get intel from what was happening on  
14 the project, and they were the best people to  
15 give us the intel on the project, and it would  
16 come through our office. Gary's team and  
17 Richard's team would, sort of, validate what was  
18 happening there, and then it would go out.

19 I think in the end, Rosemary's team,  
20 as well did mine, I believe at the time, they  
21 developed the first draft, and/or they would --  
22 and then they would send it to OLRTC for  
23 validation and verification, and they'd make  
24 some changes or some updates and then would come  
25 back and get circulated.

1 MS. MCGRANN: The contract management  
2 work that's done by your group, if an issue  
3 became the subject of a dispute, would the  
4 contract management people working with you  
5 remain working on that issue as it escalated?

6 MR. COLAIACOVO: Yes. I think that's  
7 the short answer for sure. Lorne was very  
8 involved in all disputes on the project.

9 MS. MCGRANN: What kind of reporting  
10 would you be receiving on disputes on the  
11 project?

12 MR. COLAIACOVO: We'd have our monthly  
13 status meetings with the contractor to talk  
14 about potential disputes that were being  
15 handled.

16 To the extent that we were able to  
17 resolve them internally, obviously, we could and  
18 we would. If we needed to seek funding for  
19 them, we would take our resolution of that  
20 dispute forward to contingency management  
21 committee, request a draw, fund the draw and  
22 then it would be paid.

23 But the process in the PA outlines the  
24 dispute resolution process beyond the director  
25 level, if you will, right. So Lorne would have

1 been involved and I would have been briefed  
2 based on meetings that we would have had  
3 internally and/or one on ones. And at times, if  
4 disputes were not -- we would have received  
5 also, obviously, legal counsel to ensure we were  
6 solid on the City's position on a particular  
7 dispute. And then that would get escalated to  
8 John and to some extent depending on the level  
9 of dispute, maybe the City manager.

10 MS. MCGRANN: Just to be clear, I'm  
11 not looking for any legal advice that was  
12 provided to the City in respect of any disputes.

13 Was there a set of governing  
14 principles or overarching goals that governed  
15 the City's approach to disputes with RTG?

16 MR. COLAIACOVO: Governing principles?  
17 Governing -- there's no -- there's no documented  
18 governing principles and how to deal with  
19 disputes, other than the PA, which outlines the  
20 requirements. And Lorne and others would look  
21 at those requirements to determine whether or  
22 not there's entitlement on a particular item.

23 If we felt there was entitlement on a  
24 particular item, the question would be then the  
25 quantum. And that's how many of the disputes

1 were handled at the director level, right? So  
2 we did process a number of disputes, so changes,  
3 to the project agreement, whereby they said X,  
4 we said Y.

5 And then we argued the quantum, if you  
6 will, and then we said we resolved it to the  
7 extent that the quantum could not be agreed upon  
8 or with respect to if we still felt that there  
9 was no entitlement to the dispute would have  
10 went up the chain, if you will, pursuant to the  
11 project agreement and what it called for.

12 MS. MCGRANN: It sounds to me like the  
13 City's approach here is, We look at the project  
14 agreement. If there's a dispute, we look at the  
15 project agreement; if there's a request, we look  
16 at the project agreement. The project agreement  
17 governs the City's approach to any disputes with  
18 RTG. Is that fair?

19 MR. COLAIACOVO: Yeah. I guess,  
20 that's -- again, we have a contract management  
21 plan. I don't believe, going by memory, that  
22 the contract management plan spoke to fairness,  
23 sorry, spoke to -- of course, we needed to be  
24 fair and we acknowledged many times where there  
25 may have been entitlement.

1           Yeah, but we looked into the language  
2 of the PA, our project agreement. I think the  
3 City did a very good job in managing the project  
4 agreement relative to entitlement.

5           MS. MCGRANN: Were there occasions in  
6 which the parties looked at a compromise that  
7 would have taken them away from the provisions  
8 of the project agreement?

9           MR. COLAIACOVO: Not -- so -- I can't  
10 answer that. And the reason being is I would  
11 have left before all the major disputes were  
12 eventually settled, right? So in my time frame  
13 that I was there, I don't believe -- I don't  
14 believe where there was no entitlement that we  
15 actually said that we are going to give you  
16 entitlement. I don't believe that that's the  
17 case.

18           And I'm not saying that happened after  
19 I left. But certainly, when I was -- I think  
20 that's what you are alluding to, or I  
21 misunderstood the question. Maybe you can  
22 repeat the question one more time.

23           MS. MCGRANN: I can try to clarify it.  
24 Was there ever a time where the parties looked  
25 at addressing an issue in a way that would have

1 been inconsistent with the provisions of the  
2 contract agreement, but stepping outside the  
3 provisions made better sense for the project,  
4 for example?

5 MR. COLAIACOVO: So I guess for  
6 revenue service. For revenue service, there was  
7 a provision of the term sheet that was developed  
8 and created where both parties agreed. I was  
9 not involved in that decision-making process.

10 But I guess to answer your question  
11 then, there was a time where we accepted less,  
12 but that's not a notice of dispute. So we went  
13 from a notice of dispute to an area where we  
14 accepted something less than a PA called for in  
15 order to go forward with revenue service.

16 There may have been many, many good  
17 reasons for the City to do that. But I was not  
18 involved in that decision-making process.

19 MS. MCGRANN: Would you please remind  
20 me when you left the project?

21 MR. COLAIACOVO: January 2020. So  
22 shortly after -- four months after RSA.

23 MS. MCGRANN: So just to make sure  
24 I've got this right. The term sheet that you  
25 are referring to, which was tied to revenue

1 service, that was entered into after the receipt  
2 of the notice of dispute?

3 MR. COLAIACOVO: No. So I may have  
4 confused the issue there. So my apologies. But  
5 on notices of dispute -- sorry. Can you repeat  
6 the question one more time?

7 MS. MCGRANN: I'm just trying to  
8 understand your answer about the revenue service  
9 term sheet, if I can call it that, just so that  
10 we all know --

11 MR. COLAIACOVO: Yeah. So the term  
12 sheet wasn't an issue of notice of dispute.

13 MS. MCGRANN: Is not an issue of  
14 notice of dispute?

15 MR. COLAIACOVO: The way you, sort of,  
16 clarified that question, my mind went there in  
17 that we accepted less than the PA in order to  
18 get revenue service. And there were reasons for  
19 that, and others can speak to those reasons.

20 And our job was to execute that  
21 decision. But the question then was: Were  
22 there any notices of dispute where -- and I'll  
23 defer back to you.

24 MS. MCGRANN: So you said you couldn't  
25 speak to the reasons for entering into the term

1 sheet, is that because you didn't have any  
2 insight into the reasons for it?

3 MR. COLAIACOVO: I wasn't involved  
4 into the reasons for it.

5 MS. MCGRANN: And I'm trying to  
6 understand whether the parties considered any  
7 compromises outside of the provisions of the  
8 project agreement.

9 So you've identified the term sheet as  
10 one instance. Are you aware of any other  
11 instances in which in order to address an issue,  
12 the parties looked at as a resolution that was  
13 not -- that was outside of the realms of the  
14 project agreement?

15 MR. COLAIACOVO: So in negotiating a  
16 number -- in negotiating a number of notices of  
17 dispute, that goes into the realm of  
18 negotiations. And again, for many of the  
19 notices of dispute that were resolved after I  
20 left, I don't know how that occurred or how that  
21 transpired.

22 So there may have been some give and  
23 take on those other notices of dispute.  
24 Certainly, for my time frame that I was there, I  
25 think we negotiated fairly and equitably for all

1 the notices of dispute that we're able to  
2 resolve at the director level.

3 MS. MCGRANN: And I guess I'm  
4 wondering whether there was any compromises  
5 between the parties that resolved issues before  
6 needing to get to the notice of dispute stage?

7 MR. COLAIACOVO: Well, we were  
8 obviously negotiating, right? So to the extent  
9 that -- to the extent that -- I think just  
10 before we left, we settled on seven, six, or  
11 seven potential notices of dispute. And between  
12 those six or seven notices of dispute, there  
13 would have been compromises.

14 But the way I understood your question  
15 was, did we ever give a compromise, right? Did  
16 we ever compromise on something that they were  
17 never entitled to? And I think the answer is  
18 no.

19 So we may have compromised in the fact  
20 that maybe something -- something -- there was  
21 something there with entitlement. The question  
22 was the quantum. We may have compromised, or  
23 the better term is negotiated something perhaps  
24 a little bit more that -- for OLRTC that they  
25 were looking for, that we got something less

1 than we expected to pay out something else.

2 So that's part of the negotiations. I  
3 don't know if that helps in responding to that  
4 question.

5 MS. MCGRANN: It does. So we will  
6 take the morning break now. It's 10:25. Come  
7 back at 10:35. Is that for sufficient everyone?

8 MR. COLAIACOVO: Thank you.

9 -- RECESS TAKEN AT 10:25 A.M.

10 -- RESUME AT 10:35 A.M.

11 MS. MCGRANN: Who were your  
12 counterparts at RTG and OLRTC?

13 MR. COLAIACOVO: There were a few  
14 throughout. Paul Tetrault at the start,  
15 Gonthalo towards the end, and I forget his last  
16 name, and Walid. Walid is head of their  
17 quality; Gonthalo took over for Paul Tetrault.  
18 And -- yeah.

19 MS. MCGRANN: And which organization  
20 were they at?

21 MR. COLAIACOVO: They were all --  
22 sorry. All three in question are OLRTC. In  
23 RTG, I didn't really have a counterpart. But  
24 issues that arose, I may have had dealings with  
25 Antonio and/or Peter Lauch.

1 MS. MCGRANN: And is Antonio, Antonio  
2 Estrada?

3 MR. COLAIACOVO: Sorry. Correct, yes.

4 MS. MCGRANN: Was Walid part of the  
5 personality conflict with your quality assurance  
6 lead?

7 MR. COLAIACOVO: No. Sorry. That was  
8 Trish Beuller. Trish was also -- so Trish -- I  
9 think, they changed their model a little bit  
10 particularly towards the end, Walid ended up  
11 being project closeout person as well. So,  
12 anyway, yeah, so he was also the quality person  
13 and Joanne worked quite closely with Walid and  
14 he -- Walid was also responsible for project  
15 closeout requirements, and other --

16 MS. MCGRANN: And (inaudible) --

17 MR. COLAIACOVO: -- (inaudible) --

18 MS. MCGRANN: Sorry. I didn't mean to  
19 cut you off.

20 MR. COLAIACOVO: And other  
21 documentation flow to the City. Yeah. Sorry.

22 MS. MCGRANN: Other than that one  
23 personality conflict that you described, any  
24 other personality conflicts that you saw in your  
25 work as between the City, RTG and the OLRTC?

1 MR. COLAIACOVO: No. And I call it a  
2 personality conflict, but, yeah. It was what it  
3 was between those two. But we certainly had our  
4 disagreements, and were concerned on certain  
5 fronts. But that's just in managing the  
6 project. It wasn't personality conflicts per  
7 se.

8 MS. MCGRANN: With respect to the risk  
9 assessment work that you described earlier, you  
10 spoke about the -- you described it as the end  
11 result of the work being the earmarking of funds  
12 that may be required to address that risk. Is  
13 that fair?

14 MR. COLAIACOVO: Correct.

15 MS. MCGRANN: Other than that  
16 approach, what other options did the City have  
17 to prepare for potential risks that it foresaw  
18 may arise on the project?

19 MR. COLAIACOVO: Well, related to the  
20 project and the delivery for the project, the  
21 risk register was the tool that was used for the  
22 delivery of that project.

23 MS. MCGRANN: And I'm thinking about  
24 the tools of the City had to address, try to  
25 head off risk, try to change the trajectory of

1 the risk. You mentioned writing letters, for  
2 example. Any other tools in the City's toolkit  
3 to address this?

4 MR. COLAIACOVO: No. The project  
5 agreement. The project agreement and, yeah, I  
6 can't think of anything else.

7 MS. MCGRANN: I'm going to bounce  
8 around a little bit, so just heads up in  
9 advance.

10 MR. COLAIACOVO: Okay.

11 MS. MCGRANN: Looking at scheduling  
12 for a few moments. So I understand that RTG  
13 first provided a master project schedule, and  
14 then provided monthly schedule updates.

15 MR. COLAIACOVO: That was the plan,  
16 yes.

17 MS. MCGRANN: And did they deviate  
18 from that plan at all?

19 MR. COLAIACOVO: Yes. After, their  
20 second sinkhole, so in June of 2016, we didn't  
21 get a master schedule for, I don't know, a  
22 number of months, I want to say, maybe, six  
23 months before we got a new updated schedule.

24 MS. MCGRANN: Was any reason provided  
25 for that failure to deliver monthly schedule

1 updates?

2 MR. COLAIACOVO: They just didn't have  
3 one for us given they were still trying to  
4 recover from the sinkhole and trying to figure  
5 out how to put all those pieces together.

6 MS. MCGRANN: Was that expressed to  
7 the City, that reason?

8 MR. COLAIACOVO: Yes. Written or  
9 verbal. Verbal for sure at the monthly works  
10 meetings. I don't know if we had anything  
11 written in that regard. We certainly would have  
12 been asking for some schedules.

13 MS. MCGRANN: I was going to say, was  
14 the City content to not receive schedules for  
15 that period of time?

16 MR. COLAIACOVO: No, no. We wanted to  
17 get their schedules, yes.

18 MS. MCGRANN: So how did this --

19 MR. COLAIACOVO: (Inaudible) letters.

20 MS. MCGRANN: Sorry. Say again.

21 MR. COLAIACOVO: I'm sure we wrote a  
22 few letters on that front saying that you're not  
23 complying to the PA agreement, and you are to  
24 provide us with monthly schedules.

25 MS. MCGRANN: In the absence of the

1 monthly schedule updates from RTG, how did the  
2 City approach its schedule monitoring?

3 MR. COLAIACOVO: Well, I guess, we  
4 were -- I think that would have been a good  
5 question for Craig in his ongoing monthly  
6 meetings with the various project leads that we  
7 would have had whatever the latest and greatest  
8 schedule at that time and try to track  
9 performance in the field relative to what that  
10 particular schedule said.

11 Certain elements of the schedule  
12 should not have been adversely impacted by what  
13 happened with the sinkhole. So we could have  
14 measured performance or progress relative to  
15 their baseline schedule.

16 MS. MCGRANN: And how would you be  
17 measuring that progress?

18 MR. COLAIACOVO: Well, the schedule  
19 would tell you, for example, when Lyon Station  
20 was going to be completed or Blair Station was  
21 going to be completed even before the sinkhole  
22 had occurred.

23 And then as weeks gone on or months  
24 gone on, the intel from the field would tell us  
25 where they are in the schedule vis-à-vis the

1 virtual baseline.

2 MS. MCGRANN: During the time where  
3 you weren't receiving schedule updates from RTG,  
4 was the City seeing slippage in the aspects of  
5 the schedule that it could continue to monitor?

6 MR. COLAIACOVO: Say the front end  
7 again of your question, please.

8 MS. MCGRANN: During the time that RTG  
9 is not providing monthly schedule updates, when  
10 the City is making its own assessment, did the  
11 City see slippage in the schedule?

12 MR. COLAIACOVO: I think that's a fair  
13 assessment, yes. Slippage was occurring.

14 MS. MCGRANN: And what did the City do  
15 in response to the schedule slippage that it was  
16 observing?

17 MR. COLAIACOVO: It would have been a  
18 focus of our discussion at works committee,  
19 right, relative to that. And I can't recall if  
20 we wrote letters to that effect as well, saying  
21 that there's slippage happening in other areas  
22 that were not impacted by the sinkhole.

23 MS. MCGRANN: RTG and OLRTC are  
24 represented at the works committee meetings?

25 MR. COLAIACOVO: Yes.

1 MS. MCGRANN: What were they saying  
2 about the schedule slippage?

3 MR. COLAIACOVO: I can't recall  
4 specifically overall. If there was an issue  
5 that was raised in a particular station or a --  
6 yeah, I can't recall actually.

7 MS. MCGRANN: Do you recall if these  
8 conversations became tense at all?

9 MR. COLAIACOVO: I -- I -- I -- no.  
10 There were times at work committee where voices  
11 were raised and we were very frustrated with  
12 their responses. But specific to schedule,  
13 perhaps, yes. Perhaps, yes, for sure.

14 But by then, the RAMP committee  
15 meetings were well underway as well, and there  
16 would have been another opportunity there to  
17 talk about schedule and the different  
18 deliverables and whether or not things were  
19 green or red or yellow or whatever that may be,  
20 right?

21 So there was ample opportunity for us  
22 to voice our concern about their slippage  
23 schedule. And more often than not, they would  
24 come back saying that they are increasing  
25 resources or the materials were delayed or we

1 weren't going to get there, right, so, yeah.

2 MS. MCGRANN: So the overarching  
3 response that you recall is that sometimes  
4 explanations or excuses were given, but there  
5 was a promise to stick to the schedule that had  
6 been provided?

7 MR. COLAIACOVO: Correct. Well, not,  
8 though for that time period where we didn't get  
9 one, right? So assuming it was six months after  
10 the sinkhole that we first got our first  
11 schedule, we had issues with that schedule, and  
12 we may have rejected that schedule.

13 But that's only because they used --  
14 they may have been reflecting a different RSA  
15 date than we already had in our possession and  
16 without the letter, something along those lines.

17 I remember a schedule came in saying  
18 that their date was going to be beyond May 24th.  
19 But we never received any correspondence up to  
20 that, or they were using words like -- they were  
21 using words with "tremendous effort" or  
22 something along those lines to achieve this  
23 particular date. And then that started really  
24 the letter-writing going back and forth between  
25 the two parties.

1 MS. MCGRANN: And was the  
2 letter-writing that got started about?

3 MR. COLAIACOVO: To clarify their  
4 position as to when they were going to achieve  
5 RSA.

6 MS. MCGRANN: And do you remember what  
7 the issue was there, why there was difficulty  
8 clarifying?

9 MR. COLAIACOVO: Again, it was their  
10 -- it was their language that caused us concern,  
11 and their language was such that they were using  
12 "heroic efforts" to achieve dates, and if not  
13 for those heroic efforts, the date might slip or  
14 something along those lines.

15 And the intent was, I think, is that  
16 they wanted the City to support their "heroic  
17 efforts" financially. And the City wasn't on  
18 for that. So that's where we asked them for  
19 clarification on stuff like that.

20 MS. MCGRANN: Can you be more specific  
21 about what RTG was looking for in terms of  
22 financial support for their heroic efforts?

23 MR. COLAIACOVO: No. I don't think --  
24 no. That was our internal discussion relative  
25 to us trying to understand what they meant by

1 heroic efforts.

2 MS. MCGRANN: Did RTG ever ask the  
3 City for financial support in order to achieve  
4 the PA RSA date?

5 MR. COLAIACOVO: In writing, I can't  
6 recall. I think verbally, I think, they may  
7 have alluded to it, yes.

8 MS. MCGRANN: Did they provide any  
9 specifics in terms of what they were looking  
10 for?

11 MR. COLAIACOVO: No. Not that I'm  
12 aware of, not that I can recall.

13 MS. MCGRANN: And is that something  
14 that the City would have been open to exploring?

15 MR. COLAIACOVO: No.

16 MS. MCGRANN: Why not?

17 MR. COLAIACOVO: There was -- again,  
18 we were adhering to the PA. There was no reason  
19 for us to support their efforts when there  
20 wasn't a PA requirement for us to base our  
21 decision to support their efforts.

22 MS. MCGRANN: I understand that RTG  
23 made both a delay claim and a relief claim in  
24 connection to the June 2016 sinkhole. Is that  
25 right?

1 MR. COLAIACOVO: They made a claim for  
2 it, yes.

3 MS. MCGRANN: Were you involved in the  
4 consideration of those claims?

5 MR. COLAIACOVO: At the front end,  
6 yes.

7 MS. MCGRANN: What do you mean by "at  
8 the front end"?

9 MR. COLAIACOVO: Well, again, those  
10 claims were still -- I believe were still in  
11 force when I left the project. We were  
12 steadfast in our position that there was no  
13 delay or relief for that as a result of the  
14 sinkhole.

15 MS. MCGRANN: Any opportunity to reach  
16 any kind of compromise about the impact of the  
17 sinkhole outside of the project agreement?

18 MR. COLAIACOVO: Any compromise?  
19 There's no reason -- no. We felt it was their  
20 means and methods that caused the sinkhole, and  
21 they needed to mitigate those efforts to get  
22 back on schedule. There was no reason for us --  
23 there was no reason for the City to compromise  
24 on that front, at least financially, if that's  
25 what you are referring to.

1 MS. MCGRANN: Do you know if  
2 Infrastructure Ontario was consulted on any  
3 issues related to the sinkhole?

4 MR. COLAIACOVO: I did not consult  
5 with them. I know IO is a member of our  
6 executive steering committee and they had the  
7 right to participate in any or all meetings, and  
8 so I don't know if Steve or John or Lorne,  
9 frankly, may have reached out to them to get  
10 their input. I did not.

11 MS. MCGRANN: You mentioned that  
12 schedule -- that RTG provided a schedule that  
13 had an RSA date beyond May 24th. Would that be  
14 May 24th, 2018?

15 MR. COLAIACOVO: Correct.

16 MS. MCGRANN: Do you remember what  
17 date was provided in that schedule?

18 MR. COLAIACOVO: I think the date was  
19 August.

20 MS. MCGRANN: August of 2018?

21 MR. COLAIACOVO: Correct, yes.

22 MS. MCGRANN: Did you say the City  
23 rejected that schedule?

24 MR. COLAIACOVO: Yes.

25 MS. MCGRANN: Can you just explain to

1 me what that would mean for the project?

2 MR. COLAIACOVO: Well, they would have  
3 to resubmit another schedule. So our review of  
4 all of their documents where there was schedule  
5 or design submittals, we have three options. We  
6 reviewed it, we reviewed it as noted, or we  
7 rejected it.

8 And there were times when the schedule  
9 were, at least I can speak to on the schedule  
10 side that were submitted, that we rejected a  
11 number of them, a number, couple of their  
12 schedules that it was noncompliant with the PA  
13 or with our request.

14 And in this particular case, if memory  
15 is coming back to me, is that they submitted a  
16 schedule beyond an RSA date without even  
17 advising us about a particular letter saying  
18 that they were going to do that. And I think  
19 they were looking for -- again, the intent was  
20 they were looking, perhaps, for "heroic efforts"  
21 to get to that May 24th date. If not, it would  
22 be August.

23 MS. MCGRANN: Can you just walk me  
24 through the difference between reviewed,  
25 reviewed as noted, and rejected?

1 MR. COLAIACOVO: Well, something was  
2 submitted. And again, the person who had the  
3 responsibility for the review of the document,  
4 if it was not compliant to the PA, it would have  
5 been rejected. If it was compliant with PA, we  
6 were, sort of, okay with that.

7 We never said approved, but we said  
8 reviewed. So it sort of meant that -- so we  
9 were accepting it as-is, but it gives the City  
10 the right to go back and rereview it and may  
11 find some issues with it.

12 And "reviewed as noted" means, yeah,  
13 we've reviewed this document, here are some  
14 comments for you to consider relative to the PA  
15 and the language in the PA (inaudible) --

16 MS. MCGRANN: But was there -- I'm  
17 sorry.

18 MR. COLAIACOVO: Sorry.

19 MS. MCGRANN: Please finish your  
20 answer.

21 MR. COLAIACOVO: Again, so "reviewed  
22 as noted" was here's some comments as it relates  
23 to the requirements of the PA, please consider  
24 them in your design submission or your schedule.

25 MS. MCGRANN: Did the City have an

1 option to approve? You said the City never  
2 approved, but could it have approved?

3 MR. COLAIACOVO: That wasn't our -- I  
4 think the way the PA was structured, it  
5 wasn't -- this process of reviewed, reviewed as  
6 noted, and rejected came -- was there right from  
7 the beginning when the contract was awarded. So  
8 it was never an option for the City to approve  
9 it. We were only to be reviewing it and  
10 reviewing as noted or rejecting it.

11 MS. MCGRANN: And when a schedule, for  
12 example, is rejected, what's the next step in  
13 the process?

14 MR. COLAIACOVO: Well, they needed to  
15 resubmit. So we would have submitted a letter  
16 to them saying that your schedule is rejected,  
17 please submit in accordance with blank, blank,  
18 blank, and resubmit by the particular date in  
19 question, normally there would have been a date  
20 associated with it.

21 MS. MCGRANN: So the schedule that  
22 provided the August 2018 date, that was  
23 rejected -- was the next steps that the City  
24 received a schedule with a May 24th date for  
25 RSA?

1 MR. COLAIACOVO: Yeah, I can't recall.  
2 But I think so. I think so.

3 MS. MCGRANN: The independent  
4 assessment team, I understand, did a number of  
5 independent assessments of the schedule and came  
6 up with their own view of what would be  
7 achievable. Is that fair?

8 MR. COLAIACOVO: Yes, I think there  
9 was about a dozen of them actually.

10 MS. MCGRANN: Do you know if the  
11 independent assessment team ever agreed with a  
12 schedule that was provided by RTG?

13 MR. COLAIACOVO: So the short answer  
14 is no, in that the way the independent  
15 assessment process worked, representatives from  
16 OLRTC and RTG were brought in for them to speak  
17 to the schedule.

18 We all knew what the potential risks  
19 were. We had them explain to us what the  
20 potential risks were to the project and how they  
21 were trying to address those risks.

22 They would seek guidance from Gary and  
23 Richard on the construction side of things  
24 relative to the subject at hand. And then they  
25 would make their own assessment relative to,

1 okay, here's where they are, here's what their  
2 schedule says, here's the work that's ahead of  
3 them. And they used some assumptions on what  
4 resource and who was coming in, or who was doing  
5 what, and how much work was done previously to  
6 make their own assessment as to whether or not  
7 the date that they were identifying as the  
8 potential substantial completion RSA date could  
9 be met.

10 And I don't -- of all 12 -- I think  
11 there was 12. But if there were 12 independent  
12 assessments, they never concluded all or were in  
13 agreement with what OLRTC and RTG was saying  
14 relative to the schedule on a particular date.

15 So, for example, the very first one, I  
16 think we concluded that they were going to be  
17 upwards of six months late, as an example.

18 MS. MCGRANN: To the extent that you  
19 can speak to it, how did that affect the City's  
20 communications on this project?

21 MR. COLAIACOVO: So again, by then,  
22 communications was not -- when you say  
23 communications, communications to whom?

24 MS. MCGRANN: To Council -- well, to  
25 the public.

1 MR. COLAIACOVO: Well, it's -- so that  
2 may be for John to speak to. I didn't have  
3 communications under my realm of responsibility  
4 at the time. Certainly, it was our opinion that  
5 they would have been six months late. It was  
6 RTG's schedule. It was RTG's schedule to  
7 deliver.

8 And we would have internally brought  
9 that information up to the City manager, and  
10 then any decision to make communication plans  
11 public of that was not something I was involved  
12 with.

13 MS. MCGRANN: And do you know who was  
14 making the decisions on public communications  
15 following the sinkhole?

16 MR. COLAIACOVO: Following the  
17 sinkhole?

18 MS. MCGRANN: Yes.

19 MR. COLAIACOVO: Well, the comms team  
20 working with the senior administration of the  
21 office and the City, I would think.

22 MS. MCGRANN: What kind of discussions  
23 are you aware of did the City have with RTG  
24 about the mismatch in their projected schedule  
25 and that of the independent assessment team?

1 MR. COLAIACOVO: Sorry. Can you  
2 repeat the question?

3 MS. MCGRANN: What discussions did the  
4 City have with RTG about the fact that the  
5 City's view of the schedule provided by RTG was:  
6 you're not going to make it?

7 MR. COLAIACOVO: Well, they disagreed.  
8 They thought that they could make it, right?  
9 Certainly, in the RAMP meetings -- sorry, yeah,  
10 the RAMP -- well, no. Not in the RAMP meetings.  
11 In the IAT meetings, we voiced our concern about  
12 their ability to produce the workload that they  
13 said they would produce given the fact that they  
14 hadn't produced it in the past. And so, yeah,  
15 both parties disagreed with each other's  
16 position.

17 MS. MCGRANN: Did they provide any  
18 backup or rationale for their belief that they  
19 could achieve the schedule?

20 MR. COLAIACOVO: So in their  
21 presentations for the IAT meetings, they did  
22 bring a bunch of subject matter experts to talk  
23 about how they plan to address those issues and  
24 those shortcomings, and how they were going to  
25 move forward and make the dates that they had in

1 question at the time. That date kept changing  
2 as per, I want to say every IAT team meeting.

3 But on May 24th come and gone, I think  
4 there was a subsequent three, maybe -- yeah,  
5 maybe three additional IAT meetings. So that  
6 date kept on changing. But we were still at  
7 odds with each other relative to achieving or  
8 having our confidence in achieving RSA.

9 MS. MCGRANN: And we know that  
10 following the failure to achieve the original PA  
11 RSA date, couple more dates are given that are  
12 not achieved.

13 MR. COLAIACOVO: Correct.

14 MS. MCGRANN: What kind of impact did  
15 those erroneous projected dates have on the  
16 relationship between RTG and the City?

17 MR. COLAIACOVO: We were losing  
18 confidence in their ability to deliver, right?  
19 We were losing confidence and we're losing  
20 faith, and what they were saying and what they  
21 were doing were misaligned.

22 MS. MCGRANN: In your view, did that  
23 loss of confidence have any impact on the  
24 progress of the project?

25 MR. COLAIACOVO: Did that lack of

1 confidence have any -- I don't know how to -- I  
2 can't answer that. I mean, can the lack of  
3 confidence have any impact on the progress of  
4 the project? So our lack of confidence on the  
5 progress of their project? We were not managing  
6 their trades, right? So I don't -- you know, I  
7 don't believe that to be true.

8           They were still -- OLRTC were telling  
9 us that they were, not hard on the trades, but  
10 they were encouraging their trades to get things  
11 done as quickly as possible.

12           And -- and, yeah. So I think the  
13 answer is -- sorry. All that to say is I don't  
14 think what we thought had any impact on their  
15 subs on delivering the project -- on the  
16 project, on the progress of the project.

17           MS. MCGRANN: Did the loss of  
18 confidence in the schedule have any impact on  
19 the City's relationship with RTG?

20           MR. COLAIACOVO: I certainly did not.  
21 I knew what it was, and my relationship with  
22 whomever I was dealing with on the other side  
23 was still the same. They knew what I knew, and  
24 I knew they knew what I knew, type of thing. So  
25 it didn't adversely impact other aspects or

1 other elements of getting the job done for me.

2 MS. MCGRANN: And did you think it had  
3 any adverse impact more generally?

4 MR. COLAIACOVO: I can't speak to  
5 that. I don't know.

6 MS. MCGRANN: Was anybody under your  
7 supervision or were you involved in assessments  
8 of milestones and the achievement of milestones?

9 MR. COLAIACOVO: The financial  
10 milestones?

11 MS. MCGRANN: Yes.

12 MR. COLAIACOVO: Yes, we were  
13 involved. So Lorne -- Lorne Gray and I, sort  
14 of, managed and stickhandled each and every  
15 milestone payment with the support of the design  
16 and construction teams, right? So they would  
17 confirm that the milestone was (indiscernible)  
18 pursuant to the PA requirements which allowed  
19 for minor deficiencies. And then we would  
20 process the paperwork in order for payment to be  
21 made.

22 MS. MCGRANN: What changes were made  
23 to the milestones provided for in the PA as a  
24 project progressed?

25 MR. COLAIACOVO: What changes were

1 made? So there was two milestone payments that  
2 we needed to change the definition in order for  
3 the milestone payment to be paid. And the City  
4 agreed to do that. So we executed that on  
5 behalf of the City.

6 One of them as it relates to the 2017  
7 readiness milestone payment, certainly with the  
8 sinkhole, and given the fact that we gave them  
9 the Queen Street reconstruction project, which  
10 was a cash allowance project, the 2017 milestone  
11 would never have been achieved until after  
12 substantial completion.

13 So again, the milestone payments,  
14 there's lessons learned there for Stage II, and  
15 they've gone the way of the earned value  
16 calculation. But in that particular milestone,  
17 we exchanged it for another milestone that was  
18 identified as part of a "menu" or "buffet item"  
19 of milestone payments that they, OLRTC and RTG,  
20 chose as part of their payment mechanism.

21 So I forget which one we exchanged it  
22 for. But it was something that, again, was  
23 already in the works, and we, sort of, managed  
24 that through the provincial and with our  
25 provincial and federal partners where they

1 achieved their respective approvals in order to  
2 have that milestone payment definition adjusted,  
3 and they approved that particular milestone.

4 The other one was with respect to  
5 tunneling, tunneling activities. Because of the  
6 sinkhole, I think it was 50 percent mainline  
7 tunneling. The 50 percent mainline tunneling --  
8 no, not 50 percent. I think it was 100 percent  
9 tunneling activities was not -- we did a  
10 friendly amendment to that milestone description  
11 to allow for instead of mainline tunneling to  
12 speak to volume metric tunneling, so that we  
13 receive the same volume metric level of  
14 tunneling that a linear straight tunneling  
15 activity would occur.

16 And, therefore, they got credit for  
17 all the station excavations that they did  
18 underground. And we were -- with that change, a  
19 slight change in definition of that particular  
20 milestone payment, we were able to process,  
21 again, through our -- with the support of our  
22 funding partners, and made payment to RTG.

23 MS. MCGRANN: Was the consent of RTG's  
24 long-term lenders also -- short-term or  
25 long-term lenders also required for other new

1 milestone payment. Was the consent of RTG's  
2 lenders on the project required for either these  
3 amendments?

4 MR. COLAIACOVO: I'm not aware of  
5 that. That's -- I didn't get into the lender's  
6 equation in my role.

7 MS. MCGRANN: Any issues or challenges  
8 in obtaining the consent of either the  
9 provincial or federal funding partners to either  
10 of these amendments?

11 MR. COLAIACOVO: No. There were a lot  
12 of discussions. There was a lot of discussions.  
13 They needed to be comfortable and confident that  
14 what we were doing aligned with the original  
15 intent. But in the end, they supported our  
16 position and allowed for the change to occur,  
17 the changes to occur.

18 MS. MCGRANN: Do you remember if they  
19 raised any particular or specific concerns about  
20 the proposed changes?

21 MR. COLAIACOVO: Well, their concerns  
22 were just normal questions as to why -- you  
23 know, why is this happening? Why can't they do  
24 it? Like, 2017 readiness, like, 2017 has come  
25 and gone. We gave them the Queen Street -- we

1 put the Queen Street project to tender. I  
2 forget how we did it.

3 But even with the tunneling activity,  
4 it caused for major disruption that would never  
5 allow them to ensure all the construction work  
6 on the main streets of the downtown core would  
7 be complete and free of all construction  
8 equipment.

9 So unless it -- so they had a number  
10 of questions associated with it. But I think  
11 that's just normal churn and understanding what  
12 the issue was, how the City was addressing the  
13 issue and whether or not the City was addressing  
14 in a fine and fair manner.

15 But again, at the end of the day, they  
16 supported our decision, and supported the fact  
17 that they went and got whatever approval that  
18 they needed to. And I think one of them, they  
19 needed to get ministerial approval for one of  
20 the changes.

21 MS. MCGRANN: When was the change to  
22 the 2017 readiness milestone put into effect?

23 MR. COLAIACOVO: I can't recall off  
24 the top of my head. It would certainly be in  
25 the records.

1 MS. MCGRANN: Prior to substantial  
2 completion?

3 MR. COLAIACOVO: Yes. Substantial  
4 completion was the last milestone payment. So  
5 it was the 12 milestone payments, ending with  
6 substantial completion. And then RSA, it was a  
7 \$200 million, I think it was. And it was not  
8 considered a milestone payment.

9 MS. MCGRANN: What is the Queen Street  
10 piece that you're about when you're talking  
11 about the 2017 readiness payment?

12 MR. COLAIACOVO: This Queen Street,  
13 street scaping.

14 MS. MCGRANN: Can you just explain  
15 what happened with that?

16 MR. COLAIACOVO: So there was a  
17 separate project that the infrastructure  
18 services team wanted to bring forward as part of  
19 beautifying the downtown core and every major  
20 intersection between Elgin and Lyon I think it  
21 was. They did some streets -- you know, they  
22 put interlock or cobblestones in and around the  
23 intersection to beautifying that particular area  
24 given the LRT was coming.

25 So we worked with infrastructure

1 services. And I think we ended up asking OLRTC  
2 to give us a bid on it, the reason being is that  
3 we didn't want any conflicts with scheduling of  
4 other proposed works. So while OLRTC was  
5 already there doing things below grade and above  
6 grade to some extent, we didn't want another  
7 contractor going in trying to do their own thing  
8 and impacting their ability to get theirs done.  
9 So it made a lot of sense to obtain a bid from  
10 OLRTC, and give them that particular scope of  
11 work.

12 MS. MCGRANN: So they were the  
13 successful bidder on that project?

14 MR. COLAIACOVO: Correct.

15 MS. MCGRANN: And that changed -- how  
16 did that impact their ability to meet the 2017  
17 readiness milestone --

18 MR. COLAIACOVO: So again, that was  
19 just one element of their impact on 2017. The  
20 other element would have been all the  
21 construction work they were doing relative to  
22 the stations themselves as a result of the  
23 Rideau Street sinkhole, right, because it  
24 delayed a lot of the aboveground construction  
25 while they couldn't get through and continue to

1 excavate the caverns and complete the stations.

2 But it just added another element on  
3 making sure that there's no construction  
4 equipment along Queen Street during 2017  
5 celebrations.

6 MS. MCGRANN: When you say that  
7 milestone, without this change, would not have  
8 been achieved until after substantial  
9 completion, can you just help me understand why  
10 that is?

11 MR. COLAIACOVO: 2017 is 2017. So if  
12 there was no construction equipment in 2020, or  
13 2019, they didn't meet the requirement of having  
14 all that construction equipment removed and  
15 taken away in 2017.

16 I don't think the intent of those  
17 milestone payments was to never pay a milestone,  
18 right? The intent was to give them a target for  
19 them to achieve so that they can get a milestone  
20 payment to help with their financing and cash  
21 flow. So in theory, one could argue you've  
22 never achieved 2017 readiness, so, therefore, we  
23 shouldn't pay you.

24 MS. MCGRANN: I see.

25 MR. COLAIACOVO: And that was never

1 the intent.

2 MS. MCGRANN: You said that Stage II  
3 has moved to an earned value calculation. Can  
4 you just give me a brief description of what  
5 that represents, or what that is?

6 MR. COLAIACOVO: Well, I'm not an  
7 earned value expert on it. But my understanding  
8 is that they do this amount of work, they cost  
9 out this amount of work, and they pay up to a  
10 certain level of that amount of work.

11 And I think what they have chosen to  
12 do, so if they spent \$1 million doing work, they  
13 would pay out 800,000, so they obviously keep 10  
14 or 20 percent in arrears just to make sure  
15 they've got the right calculations completed.  
16 So there's no milestone payments per se in  
17 Stage II.

18 MS. MCGRANN: With the benefit of  
19 hindsight, what's your view of the effectiveness  
20 of milestone payments as an incentive for the  
21 private partner on Stage I?

22 MR. COLAIACOVO: Earned value is much  
23 better.

24 MS. MCGRANN: And why is that?

25 MR. COLAIACOVO: Why is that? Well,

1 it's a better reflection of the value that's  
2 performed on site as opposed to the milestones,  
3 which, I think, to be fair, those milestone  
4 payments were developed to try and get there.  
5 But it created challenges for our project when  
6 you had some significant issues to deal with.

7 So at least this way here, for  
8 Stage II, if there's significant issues to deal  
9 with, they are still getting compensated for the  
10 value of work that's been performed on a monthly  
11 or quarterly basis, whatever they agreed to as  
12 to their financing mechanism of the project.

13 MS. MCGRANN: And a continued  
14 compensation of a private partner is important  
15 to ensure the project is funded and can be done  
16 on time?

17 MR. COLAIACOVO: Pardon? Say that  
18 again.

19 MS. MCGRANN: Why is the continued  
20 payment of the private partner in accordance  
21 with the work done important?

22 MR. COLAIACOVO: It's to make sure  
23 that the consortium together has cash flow in  
24 order to pay all their suppliers and bills and  
25 their labour force to continue moving the

1 project forward in order to meet the deadlines  
2 that's required.

3 The alternative could've been: Don't  
4 pay a penny until the project is done, right?  
5 And then you pay a lump sum at the end of that  
6 time period. But in the end, that would cost  
7 you a lot more because you're paying the time  
8 value of that money.

9 MS. MCGRANN: Were you or your  
10 department involved in the City's decision to  
11 guarantee RTG's debt?

12 MR. COLAIACOVO: No. That's -- that  
13 wasn't...

14 MS. MCGRANN: Do you know who -- was  
15 Mr. Gray involved in that at all?

16 MR. COLAIACOVO: No. I think that was  
17 done with the Stage -- I think that was done  
18 with legal counsel, and Marian Simulik would  
19 have been involved with that. Treasurer.

20 (Reporter seeks clarification.)

21 MR. COLAIACOVO: Her name is Marian  
22 Simulik, she was the treasurer of the general  
23 manager of finance, I think was her main title.

24 MS. MCGRANN: Did the results of that  
25 decision affect the work, the contract

1 management work that was being done?

2 MR. COLAIACOVO: I think the short  
3 answer is no. But there were some additional  
4 leverages that we had available to us as a  
5 long-term lender.

6 MS. MCGRANN: Would you please  
7 describe what those were?

8 MR. COLAIACOVO: I knew you were going  
9 to ask me that. I can't recall. There was a  
10 lot of -- I think it's fair to say, there was a  
11 lot of technical requirements albeit mainly  
12 engineering on the engineering side. But also  
13 on the finance side.

14 And I may have known it then, but I  
15 don't know it as well as I do today. And I  
16 wasn't able to go back and check the records on  
17 that to refresh my memory, unfortunately.

18 MS. MCGRANN: Do you have a general  
19 sense of what the additional leverage was?

20 MR. COLAIACOVO: Well, we had access  
21 to the long-term -- sorry. The LTA. So now  
22 you're going to ask me what does LTA stand for,  
23 and I'm not 100 percent sure. But the LTA, the  
24 long-term -- anyway, there was a report that the  
25 long-term lenders had provided to them based on

1 another firm overseeing the particular work that  
2 we had access to, and we could leverage  
3 something that might have been available in  
4 there. And there were other provisions that  
5 were also there.

6 MR. GARDNER: Sorry. I think the LTA  
7 is Lenders Technical Advisor.

8 MR. COLAIACOVO: Yeah.

9 MS. MCGRANN: Were you involved in  
10 considering a request from RTG to waive a  
11 portion of the liquidated damages OLRTC was  
12 paying to RTG following the failure to meet the  
13 PA RSA date?

14 MR. COLAIACOVO: No, I was not.

15 MS. MCGRANN: And do you know if  
16 Mr. Gray was?

17 MR. COLAIACOVO: We were involved in,  
18 and Mr. Gray was, involved in identifying the  
19 liquidated damages that could be attributable to  
20 RTG as a result of them not meeting the 24th,  
21 yes. And beyond that, then relative to what was  
22 actually applied vis-à-vis what was in the P --  
23 and everything that was in the PA was applied,  
24 but the quantum -- Lorne may have been involved,  
25 but I was not.

1 MS. MCGRANN: Did he brief you on his  
2 involvement in that?

3 MR. COLAIACOVO: He may have. But it  
4 may have been from a briefing that he would have  
5 had vis-à-vis as opposed to him being directly  
6 involved. For example, I was involved with one  
7 aspect relative to -- or we were both involved  
8 with one aspect relative to mobility matters and  
9 credits.

10 So throughout the project, we had  
11 credits being owed to us that we were carrying  
12 until the end. And then we decided to apply  
13 those credit down - I forget which one - for  
14 substantial completion or RSA, and mobility  
15 matters was a calculation identified in the PA  
16 that was developed as a result of them  
17 overstaying their welcome, if you will, on all  
18 the road closure and bus closures, transit way  
19 closures that occurred during the construction  
20 period of over the five or six years.

21 So there's a value there. There's  
22 other credits or there was other liquidated  
23 damages that were applied. But the quantum of  
24 those were provided by others. And maybe Lorne  
25 was involved directly or maybe he was not. I

1 don't know for sure.

2 MS. MCGRANN: So the mobility matters  
3 credits were owed by whom?

4 MR. COLAIACOVO: So mobility matters  
5 was, I think, a \$30 million value that was --  
6 that reduced the amount of, I believe, RSA,  
7 could have been substantial completion, I can't  
8 remember which one.

9 One of those two payments - I think it  
10 was RSA - was reduced by the value of mobility  
11 matters clause in the PA.

12 MS. MCGRANN: And would we see that in  
13 the term sheet, the RSA term sheet, or is that  
14 accounted for elsewhere?

15 MR. COLAIACOVO: If memory serves, I  
16 think it was part of the term sheet. The  
17 theoretical quantum may not have been there.  
18 But I believe the term sheet had identified  
19 mobility matters as a possible deduction, yes.

20 Either way, RTG was aware that we were  
21 going to apply the mobility matters calculation  
22 as part of the reduction to their RSA payment.

23 MS. MCGRANN: Were you or anyone  
24 working for you involved in any response to any  
25 other request from RTG to make changes to

1 aspects of the project agreement or otherwise in  
2 the City's role as guarantor of RTG's debt?

3 MR. COLAIACOVO: I was not involved in  
4 RTG, no, none of those discussions.

5 MS. MCGRANN: Are you aware of any  
6 other requests for consent that came to the City  
7 as its role of guarantor of RTG's debt.

8 MR. COLAIACOVO: Yeah, that was  
9 handled by our finance department with their  
10 legal counsel at the time.

11 MS. MCGRANN: I understand that it may  
12 being handled by them, but are you aware of any  
13 other requests?

14 MR. COLAIACOVO: Any other requests?  
15 Such as?

16 MS. MCGRANN: From RTG to the City for  
17 consent in its role as guarantor of the debt.

18 MR. COLAIACOVO: I don't -- I don't  
19 believe so, no.

20 MS. MCGRANN: From a scheduling  
21 perspective, after the City stepped in as  
22 guarantor did the City become privy to any  
23 additional scheduling information?

24 MR. COLAIACOVO: To the extent that it  
25 was in the LTA report, perhaps there would have

1 been some additional intel in there, correct.  
2 Was it substantially different than what we had?  
3 I don't believe so.

4           There were certain elements in there  
5 relative to sinkhole costs that we weren't aware  
6 of. But beyond that, again, relative to  
7 schedule, no.

8           MS. MCGRANN: And from the contract  
9 management perspective, we've spoken about this  
10 a little bit, but any additional tools that the  
11 City gained through that decision?

12           MR. COLAIACOVO: Nothing that comes to  
13 mind at this point in the LTA. Yeah, nothing  
14 that comes to mind at this point.

15           MS. MCGRANN: And leaving, like, aside  
16 from the LT, anything more generally that became  
17 available as a tool of the City as a result of  
18 stepping into guarantee that debt?

19           MR. COLAIACOVO: Not that I can  
20 recall.

21           MS. MCGRANN: Can you speak to the  
22 contingency funds that the City had set aside  
23 for this project?

24           MR. COLAIACOVO: Yes. More specific  
25 was \$100 million. We managed it through actual

1 funds paid out including committed funds against  
2 it. So we were always, up until the date that I  
3 left anyway, we were within that \$100 million  
4 threshold, pretty close to it, but right at the  
5 edge of \$100 million.

6 MS. MCGRANN: Was that the only  
7 contingency fund associated with the project?

8 MR. COLAIACOVO: Yes.

9 MS. MCGRANN: Is there a \$65 million  
10 contingency fund that was drawn upon at all?

11 MR. COLAIACOVO: 65 million? For --  
12 sorry. Not that I'm -- 65 million. There  
13 was -- a \$65 million contingency fund? Not that  
14 I'm aware of.

15 MS. MCGRANN: Was the \$100 million  
16 contingency fund within the \$2.1 billion project  
17 budget or did sit outside the project?

18 MR. COLAIACOVO: It sat outside. So  
19 \$2.1 billion, so \$1.8 billion to the constructor  
20 and \$300 million for all of property and the  
21 management of the office. \$100 million sat  
22 outside. There was --

23 MS. MCGRANN: Was there any -- sorry.  
24 Pardon me.

25 MR. COLAIACOVO: There was some

1 startup money provided for OC Transpo. And OC  
2 Transpo needed to buy additional buses as a  
3 result of the system failing once we went live  
4 in September 2018. But you called it a \$65  
5 million contingency budget. That, A, I don't  
6 believe that was a value, and, B, it wasn't a  
7 contingency budget. John would have brought  
8 forward another financial request to Council for  
9 approval to seek those funds.

10 MS. MCGRANN: So the buses that were  
11 required as a result of the failures of the  
12 system once it launched, those costs did not  
13 come from the contingency fund?

14 MR. COLAIACOVO: No. He would make a  
15 separate -- if he didn't have the funds already  
16 to purchase new buses, he would have had to have  
17 made a request to Council for additional funds.

18 MS. MCGRANN: Was there any  
19 contingency built into the \$2.1 million budget?  
20 I think you've answered that question, but I  
21 just want to be clear.

22 MR. COLAIACOVO: It was 1.8 on  
23 300 million, and then \$100 million for  
24 contingency.

25 MS. MCGRANN: With respect to notices

1 of disputes that were issued on this project,  
2 can you speak to the timing of when those were  
3 issued in a general way?

4 MR. COLAIACOVO: There was a  
5 standstill agreement that allowed the parties to  
6 stand down on any sinkhole-related notices of  
7 dispute. And in 20 -- I believe it was in 2019,  
8 late 2018, sorry. No, in 2018, we did settle at  
9 the director level a number of potential notices  
10 of dispute totaling ten or \$15 million for,  
11 again, a bunch of them.

12 Then it was in 2019 the notices of  
13 dispute started to come. Or late 2018, not in  
14 2019, a bunch of them started to come, you know,  
15 Fare Gates, Ashwood, there was a bunch there  
16 that the parties couldn't agree to. Even with  
17 the second level resolution process that they  
18 actually filed notices of dispute to the City.

19 MS. MCGRANN: Did the City file any  
20 notice of dispute along the way?

21 MR. COLAIACOVO: I believe there was a  
22 counterclaim. But I think that happened after I  
23 was done. I don't know if I remember reading  
24 that in a paper or not, but it was in around the  
25 time when I was leaving, we were looking at

1 potentially claiming against them. But I think  
2 that was sinkhole-related as well. I think that  
3 was around the sinkhole.

4 MS. MCGRANN: Can you speak to what  
5 you saw the City's relationship with RTG over  
6 the length of the project while you were  
7 involved?

8 MR. COLAIACOVO: I'm sorry. Say that  
9 again. Repeat that.

10 MS. MCGRANN: Speak to the City's  
11 relationship with RTG over the length of the  
12 project while you were involved.

13 MR. COLAIACOVO: Well, I think it's  
14 fair to say for me to speak to how Steve K felt  
15 or John Manconi felt relative to their  
16 relationship with their counterparts whoever  
17 they were dealing with.

18 But my relationship with them, for the  
19 most part, we certainly have had our  
20 differences, but it was always professional and  
21 we respected each other's position on it  
22 irrespective of the fact that we were on  
23 opposite sides on a number of different  
24 scenarios. But I won't speak to how John felt  
25 or John's relationship with those. That

1 would -- yeah, that would --

2 MS. MCGRANN: I can't and won't ask  
3 you to place yourself in another person's head.  
4 But you can speak to what you observed at the  
5 meetings that you attended and things like that.

6 So what did you observe over time in  
7 terms of the nature of the relationship and how  
8 things went?

9 MR. COLAIACOVO: Okay. Thank you.  
10 That's a better clarification for me. Thank  
11 you. So related to any independent assessment  
12 teams, many of us, John included for the time he  
13 was there, and the relationship was such that we  
14 were losing confidence in their ability to  
15 deliver the project, and that they would come  
16 in, and in one meeting, they would say X, and  
17 then the X wouldn't be completed.

18 So we were losing confidence. I think  
19 it's fair to say we're losing confidence.  
20 They've had -- "they" meaning OLRTC, had a major  
21 churn in their organization. They went through  
22 three or four different project directors.  
23 Certainly, as we got closer to the end, there  
24 was a better rapport, a better understanding,  
25 perhaps better respect with a person trying to

1 bring the project to the delivery line.

2 His name was Rupert. I forget his  
3 last name. But Rupert and his new management  
4 team that came in had a better understanding of  
5 the question at hand and they had done this in  
6 the past or more recently. So there was a  
7 better understanding there. So that's what I  
8 observed, but, yeah.

9 MS. MCGRANN: Was it Rupert Holloway?

10 MR. COLAIACOVO: Correct. Thank you.

11 MS. MCGRANN: The loss of confidence  
12 that you saw, how was that expressed? Like,  
13 what's that look like in meetings?

14 MR. COLAIACOVO: Just frustration.  
15 Just frustrations about -- we were all  
16 frustrated because the -- in many, including  
17 works committee meetings, they would say what  
18 needed to be said relative to moving the project  
19 forward, but we weren't necessarily buying into  
20 it because of past actions, right? So their  
21 actions spoke louder than their words.

22 MS. MCGRANN: And can you be more  
23 specific about how that frustration was  
24 expressed?

25 MR. COLAIACOVO: There wasn't any

1 yelling and screaming. But, you know, we were  
2 frustrated and we voiced our concerns.  
3 Certainly John voiced his concerns and their  
4 ability to not deliver when they said they were  
5 going to deliver different aspects throughout  
6 that process as we all did. Most of it was  
7 respectful, most of it was done in a  
8 professional manner.

9 But simply, yeah, not believing what  
10 they were telling us was a clear message  
11 particularly near the end, or in the middle of  
12 that process.

13 MS. MCGRANN: I'm just trying to  
14 understand the notion of things got better  
15 towards the end, and also that there was less  
16 trust towards the end. So help me understand  
17 how those two things go together.

18 MR. COLAIACOVO: Well, they moved that  
19 timeline and number of times. So if memory  
20 serves, they went from Q1, which would have  
21 been, I guess, March of 2019, to Q2 and then  
22 finally in September. So leading up to Q1 or  
23 even the November date, there was a lot of  
24 frustration. They said November 2nd, November  
25 2nd didn't happen. They said March 31st, March

1 31st didn't happen. So those were the  
2 frustrations that were building. They said Q2,  
3 Q2 didn't happen.

4 And then things started to -- we saw a  
5 lot more productivity in the last two or three  
6 months. We saw the different pieces coming  
7 together, which allowed -- which, I guess,  
8 allowed the parties to come to terms of this  
9 term sheet while all along making sure that all  
10 the other PA requirements were being met from a  
11 safety, from a reliability, from a customer  
12 service point of view, they gained a lot more  
13 comfort and confidence in the last two or three  
14 months, but leading up to that, things weren't  
15 happening as they said they were happening.

16 MS. MCGRANN: Quickly check in with my  
17 co-counsel. Do you have any follow-up  
18 questions, Ms. Young, wanted to ask?

19 MS. YOUNG: I don't think I do.  
20 Thanks, Kate.

21 MS. MCGRANN: You spoke to change in  
22 approach to construction payments in Stage II.  
23 You switched from milestones to earned value.

24 Were you involved in any lessons  
25 learned type of reviews of experience on Stage I

1 construction?

2 MR. COLAIACOVO: Yes. Brian Guest of  
3 Boxfish did a report early on. I think it was  
4 shortly after I joined the team about Stage I  
5 lessons learned. There's -- and I believe  
6 earned value was identified in that particular  
7 report. But that's all I can recall, frankly.

8 MS. MCGRANN: Would that be the 2015  
9 report? Does that make sense?

10 MR. COLAIACOVO: It does make sense  
11 because it did happen shortly after I arrived.  
12 So 2014, I arrived, and yeah.

13 MS. MCGRANN: The issues on this  
14 project really started to pop up, I understand,  
15 at the time of the 2016 sinkhole and afterwards.  
16 Is that fair?

17 MR. COLAIACOVO: Correct. I would  
18 agree.

19 MS. MCGRANN: And has the City, to  
20 your knowledge, engaged in any lessons learned  
21 evaluation of the project for that period of  
22 time when things became tricky?

23 MR. COLAIACOVO: Not that I'm aware  
24 of, no.

25 MS. MCGRANN: Any changes to the

1 approach taken in Stage II, that you know of,  
2 that were fed in -- you know, developed in part  
3 or all by the experience on Stage I?

4 MR. COLAIACOVO: I'm sure there were  
5 because they would have used the Boxfish report  
6 as one of the tools to manage Stage II. But I  
7 was not aware of any Stage II lessons learned,  
8 implementations for that project.

9 MS. MCGRANN: Were you or any of the  
10 people working for you involved in the  
11 consideration of the criteria to be applied  
12 during trial running?

13 MR. COLAIACOVO: I was not involved.

14 MS. MCGRANN: Was Mr. Gray involved?

15 MR. COLAIACOVO: I don't believe so,  
16 but he may have been. You can ask him. He was  
17 managing the compliance matrix at that time and  
18 he may have been involved. I'm not sure.

19 MS. MCGRANN: And any involvement by  
20 you or anybody who is working under you in the  
21 actual execution of trial running or the  
22 evaluation?

23 MR. COLAIACOVO: No. I was not  
24 involved, and nor do I believe anybody in our  
25 team was involved.

1 MS. MCGRANN: You mentioned Mr. Guest  
2 of Boxfish.

3 What did you understand his role in  
4 the project to be?

5 MR. COLAIACOVO: He was a member of  
6 our executive steering committee. He was a  
7 former City staff person who went with the  
8 consulting group, and he helped bring Stage I up  
9 to procurement, I guess, and preliminary  
10 engineering. And then he stayed on an advisory  
11 capacity for the steering committee.

12 MS. MCGRANN: And what was he advising  
13 on? What was his area of expertise?

14 MR. COLAIACOVO: Well, he has a lot of  
15 experience given his work with, I believe,  
16 Metrolinx. And he would have received the  
17 agenda for items. So items that may have been  
18 of interest to him or something that he could  
19 have opined to on some of the issues, he would  
20 have attended some of these meetings and voiced  
21 his -- or brought his perspective to the  
22 discussion.

23 MS. MCGRANN: And those meetings are  
24 the executive steering committee meetings?

25 MR. COLAIACOVO: Correct.

1 MS. MCGRANN: Any other meetings?

2 MR. COLAIACOVO: I don't believe he  
3 ever would have attended a contingency  
4 management committee. So he may have had other  
5 meetings, but outside of executive steering  
6 committee. I would have --

7 MS. MCGRANN: Do you have a sense  
8 of -- sorry. Go ahead.

9 MR. COLAIACOVO: Sorry. I wouldn't be  
10 aware of those ones, of course.

11 MS. MCGRANN: Do you have a sense of  
12 what his areas of interest or expertise were?

13 MR. COLAIACOVO: No. I don't know  
14 what his areas of expertise was or is. But I  
15 know he's a consultant working with Metrolinx  
16 and he's had -- I guess he's had some experience  
17 in delivering P3 projects.

18 MS. MCGRANN: Can you speak to what  
19 was involved in the project closeout as far as  
20 it affected you and those working for you?

21 MR. COLAIACOVO: For me and those  
22 working for me, it's really two phases. As I  
23 mentioned, we came through project closeout by  
24 establishing a working group that looked at the  
25 monumental task of managing all the volume of

1 data.

2 We created a scheduled basis chart  
3 which outline the various buckets and how the  
4 documents would be received by the City to  
5 confirm compliance to the PA.

6 We had some good wholesome discussion  
7 about general conformance. OLRTC's perspective  
8 was that they were going to generally conform to  
9 the PA requirements. The City steadfastly  
10 disagreed with that. They needed to demonstrate  
11 compliance to every item in the PA.

12 So again, we evolved from the  
13 scheduled basis chart to the individual task  
14 breakdown sheets which would have showed what  
15 was compliant in each of those buckets from a  
16 general perspective. But then when the parties  
17 couldn't agree on general conformance, we  
18 developed this compliance matrix, where, again,  
19 all these "musts" and the "shalls" as identified  
20 in the PA were identified.

21 And there, it was obligated upon OLRTC  
22 and RTG to demonstrate compliance go. So Peter  
23 Lauch who was the CEO of RTG at the time, took  
24 that upon himself because he would have been the  
25 one responsible for submitting the requirements

1 for substantial completion and RSA to the City,  
2 and Lorne Gray from our office that was able to  
3 manage it and broker from Gary's team and  
4 Richard's team all the compliance requirements.

5 And, again, that bucket was spread  
6 into two. Sorry, the IC was there as well. We  
7 talked about earlier. All the musts and shalls  
8 were split into two: Those that are major, and  
9 they must be met; and others that they were okay  
10 to be generally in conformance with.

11 MS. MCGRANN: And --

12 MR. COLAIACOVO: So that -- sorry.  
13 Then the rest of that was the document transfer,  
14 right? So we worked out a process on how we  
15 would actually receive those documents and bring  
16 them into the City fold, including all the  
17 manuals and the documentation, and that -- I  
18 believe that happened after -- the process was  
19 there, and I believe that happened after I  
20 departed the project.

21 MS. MCGRANN: So the project closeout  
22 continued beyond your involvement, beyond the  
23 public launch of revenue service?

24 MR. COLAIACOVO: Correct.

25 MS. MCGRANN: Were any particular or

1 material challenges to project closeout that you  
2 were aware of at the time that you left  
3 outstanding?

4 MR. COLAIACOVO: For me personally,  
5 there was one particular item. One of them was  
6 the as-built. So the as-built drawings for the  
7 project fell into the minor category, save and  
8 except all the as-builts for lands on the NCC.

9 We had a separate -- our property  
10 group had negotiated a separate requirement for  
11 property along the alignment where we bought  
12 and/or leased land from the NCC. And they  
13 wanted those as-built drawings within a certain  
14 period of time post-RSA.

15 And, unfortunately, for that  
16 particular agreement, they fixed the date of May  
17 24th, 2018. So we needed to get them those  
18 as-built drawings within the year's time frame  
19 in order to ensure that we -- I guess there was  
20 a deposit that they were holding in abeyance  
21 until they received those as-built drawings.

22 So those as-builts needed to be pulled  
23 out, or that requirement, and they were  
24 delivered, and we did receive the deposit  
25 associated with all those NCC lands for those

1 as-builts in question.

2 So that, yeah, that took a good  
3 understanding of everything that was required.  
4 And the two parties worked together to get those  
5 as-builts, and in the end we got them up.

6 MS. MCGRANN: Any challenges to the  
7 closeout that were outstanding when you left?

8 MR. COLAIACOVO: Well, they would have  
9 closed out all the nonconformances in order to  
10 meet the requirements to achieved substantial  
11 completion.

12 And then the rest would be the normal  
13 churn in the transfer of closing out all the  
14 other deficiencies of the project, if you will.  
15 So yeah. No, I don't believe so.

16 MS. MCGRANN: Just so that I've got  
17 the terminology and things right. You said they  
18 had to close out all the nonconformance for  
19 substantial completion. I had understood that  
20 they only had to closed out the major non --

21 MR. COLAIACOVO: Sorry. Thank you for  
22 that. Yes. The major nonconformances.

23 MS. MCGRANN: Is there a difference  
24 between a nonconformance and a deficiency?

25 MR. COLAIACOVO: Yes. A deficient --

1 yes. So nonconformance would have been  
2 something that was nonconforming to the PA,  
3 whereas a deficient item might be you're  
4 conforming to the PA, but it needs to be fixed.

5 A door was hanging incorrectly, you  
6 need to fix the door that's hanging incorrectly.  
7 There's nothing wrong with the door, but it's  
8 not hanging correctly.

9 MS. MCGRANN: There's a door, but it  
10 doesn't work, like a part is broken, kind of  
11 thing.

12 MR. COLAIACOVO: Something like that,  
13 yeah.

14 MS. MCGRANN: And the resolution of  
15 the dispute as opposed the approach taken to  
16 compliance, general compliance versus specific  
17 compliance, just, I think you've told this  
18 already.

19 But when was that agreement reached?

20 MR. COLAIACOVO: So you're talking  
21 about project closeout?

22 MS. MCGRANN: Yes.

23 MR. COLAIACOVO: You're talking about  
24 compliance to the PA?

25 MS. MCGRANN: Yes.

1 MR. COLAIACOVO: So I think our -- the  
2 meetings that I chaired for project closeout  
3 probably went six months to ten months. So we  
4 probably started those compliance matrix  
5 discussions six months prior to the original  
6 revenue service date. So I'm guessing  
7 September, October of 2017.

8 MS. MCGRANN: So I had understood that  
9 RTG advised that it would be taking a general  
10 approach, the City said, No, we will all be  
11 taking a specific approach.

12 Was there a point in time in which the  
13 parties all agreed that that would be the  
14 approach taken, or was it an ongoing  
15 conversation?

16 MR. COLAIACOVO: No. I think at the  
17 last project closeout meeting, that's why we  
18 evolved to these compliance matrices. I think  
19 the parties finally agreed that, well, RTG or  
20 OLRTC finally agreed that the City's not going  
21 to accept a general compliance. So either we  
22 play -- after them coming at us with general  
23 compliance for a number of months, I guess it  
24 did work. They finally realized it wasn't going  
25 to work. And they needed to develop this system

1 for them themselves to show that they  
2 demonstrated compliance and all the PA  
3 requirements.

4 So and that's where we evolved from,  
5 okay, let's create this compliance matrix.  
6 OLRTC did that, so somebody developed a matrix  
7 of all the shalls and the musts and the wills to  
8 a spreadsheet, downloaded it, and it's a very  
9 comprehensive summary.

10 And then it links back to how they  
11 were demonstrating compliance in those  
12 particular items in what design submittal, and  
13 what that design submittal number or -- et  
14 cetera, et cetera.

15 MS. MCGRANN: So that meeting of the  
16 minds between the parties as the use of the  
17 compliance matrix, about when did that take  
18 place?

19 MR. COLAIACOVO: Again, it must have  
20 started around, I want to say the fall of 2017.

21 MS. MCGRANN: The Commission has been  
22 asked to look into the commercial and technical  
23 circumstances that led to the breakdowns and  
24 derailments experienced on Stage I.

25 Other than the topic and scenarios

1 that we've discussed this morning, any other  
2 areas that you would suggest the Commission look  
3 at as part of its work?

4 MR. COLAIACOVO: Not that I can think  
5 of. I think we've covered quite a bit.

6 MS. MCGRANN: The Commissioner has  
7 been asked to make recommendations to try to  
8 prevent similar issues from happening.

9 Any specific recommendations or areas  
10 of recommendation that you would suggest be  
11 considered as part of that work?

12 MR. COLAIACOVO: Yes. Again, going  
13 back, I think project governance on this project  
14 by the City was handled well. We protected the  
15 taxpayers' interest, if you will, financially.  
16 But the City took the reputational risk  
17 associated with that. And that's embedded in  
18 all city-type projects regardless of P3 or  
19 otherwise.

20 But I think projects of this size and  
21 magnitude, I think it might be better suited if,  
22 in this case the train supplier, were part of  
23 the consortium. And the reason being is that --  
24 I don't know exactly -- we can tell by some of  
25 the body language or we can tell by some of the

1 meetings that we were with, with the consortium  
2 that they themselves were at odds with their  
3 vehicle supplier.

4 So it never really came to light as  
5 far as some of the discussion points that -- and  
6 meetings that I attended with the consortium.  
7 So I suspect there was a bit of butting heads  
8 there within the consortium.

9 I'd be curious to see if there's  
10 lessons learned there on the construction side  
11 of the equation so that it doesn't happen again  
12 for the construction side of the equation.

13 But it might have been -- it might be  
14 better suited if it wasn't just the three major  
15 proponents, but maybe the vehicle supplier was  
16 also a key equity partner in the equation  
17 because they might have had a different -- it  
18 might have been a different perspective, right?

19 MS. MCGRANN: And any other  
20 recommendations or areas of recommendation?

21 MR. COLAIACOVO: Never give the firm  
22 date of May 24th, 2018. That helps to mitigate  
23 this City's reputation. Of course, you need a  
24 contractual date, right? You need a contractual  
25 date, but once that date is out there.

1 I remember when I was working with the  
2 engineering group and we delivered a project,  
3 not only on time, but -- sorry, not only on  
4 budget, but ahead of time. And I remember that  
5 ahead of time was, like, about three or four  
6 weeks.

7 But we said it was going to open at  
8 6:00 o'clock on a Monday, and it wasn't until  
9 about 7:00 o'clock on a Monday that it actually  
10 opened. But we took it on the chin because it  
11 didn't open at 6:00 p.m., it opened at 7:00 p.m.  
12 or something along those lines, even though,  
13 again, it was even a month earlier than it was  
14 supposed to have been opened.

15 So there's a lot of demands, there's a  
16 lot of expectations, particularly in Ottawa  
17 where this project wasn't an extension of an  
18 existing project, right? So it should be easier  
19 in theory for Stage II because they are extended  
20 it, right. This is a truly -- a very  
21 competitive project with a huge transformational  
22 change in how we move people across the City.  
23 And, yeah, putting a date out there, when  
24 there's so many unknowns, it's -- anyway. It's  
25 a tough one. I don't know. But it should be

1 considered.

2 MS. MCGRANN: Ms. Young, any further  
3 follow-up questions from you?

4 MS. YOUNG: Yes. I just had one. And  
5 I think the answer may be no. But I was curious  
6 as to what level of oversight you and your  
7 office had, if any, over RTM. And I know you've  
8 talked about OLRTC a lot and obviously they were  
9 the constructors.

10 But in leading up to revenue service  
11 availability and monitoring all your matrices  
12 and everything, were there elements of that that  
13 related to RTM and their maintenance readiness?

14 MR. COLAIACOVO: I think the simple  
15 answer, at least for me, is no. OC Transpo  
16 would have had that relationship with RTM. But  
17 that question perhaps we would be better suited  
18 for a Lorne Gray who stayed on as part of  
19 Stage II requirements and assisted Michael with  
20 some of the monthly service payments and the  
21 deductions therein, as a result of their failure  
22 to maintain certain service level standards.

23 MS. MCGRANN: We promised your counsel  
24 would have the opportunity to ask follow-up  
25 questions if there's time, and there is.

1                   Mr. Gardner, do you have any follow-up  
2 questions?

3                   MR. GARDNER:   (Inaudible).

4                   MS. MCGRANN:   I couldn't hear you, but  
5 I think I saw you say that you don't, thank you.

6                   MR. GARDNER:   I don't. Thank you.

7                   MS. MCGRANN:   That brings our  
8 questions for you today to a close. So we can  
9 go off the record.

10                   Concluded at 11:57 A.M.

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Dated this 6th day of MAY, 2022.



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**WORD INDEX**

< \$ >

**\$1** 103:12  
**\$1.8** 112:19  
**\$100** 111:25  
112:3, 5, 15, 21  
113:23  
**\$15** 114:10  
**\$2.1** 112:16, 19  
113:19  
**\$200** 100:7  
**\$30** 109:5  
**\$300** 112:20  
**\$65** 112:9, 13  
113:4

< 1 >

**1** 3:3 6:24 7:1  
**1.8** 113:22  
**10** 103:13  
**10:25** 73:6, 9  
**10:30** 6:9  
**10:35** 73:7, 10  
**100** 13:10 97:8  
106:23  
**11** 38:14  
**11:57** 1:16  
135:10  
**12** 90:10, 11  
100:5  
**14** 46:4  
**18** 24:16 25:16  
39:21 61:16  
62:19  
**180** 53:22

< 2 >

**20** 18:21 38:6  
103:14 114:7  
**2009** 5:14  
**2012** 8:15 12:4  
20:14  
**2014** 7:11  
13:24 17:10  
19:18, 25 22:21  
120:12  
**2015** 9:1 10:19  
13:25 20:11, 12  
22:21 38:8  
41:5 120:8  
**2016** 13:4  
22:21 63:5, 19  
76:20 83:24  
120:15

**2017** 96:6, 10  
98:24 99:22  
100:11 101:16,  
19 102:4, 11, 15,  
22 129:7 130:20

**2018** 54:10  
85:14, 20 88:22  
113:4 114:8, 13  
126:17 132:22

**2019** 46:4  
47:21 56:7  
102:13 114:7,  
12, 14 118:21

**2020** 12:10  
69:21 102:12

**2022** 1:8, 16  
136:15  
**24th** 81:18  
85:13, 14 86:21  
88:24 93:3  
107:20 126:17  
132:22  
**25** 19:2  
**2nd** 118:24, 25

< 3 >

**300** 113:23  
**31st** 118:25  
119:1  
**33(6)** 5:13  
**33(7)** 6:2  
**36** 7:10  
**36-year** 19:1

< 4 >

**417** 10:22

< 5 >

**5** 6:5  
**50** 97:6, 7, 8  
**5th** 1:8, 15

< 6 >

**6:00** 133:8, 11  
**65** 112:11, 12  
**6th** 136:15

< 7 >

**7** 3:3  
**7:00** 133:9, 11

< 8 >

**800,000** 103:13

< 9 >

**9/22** 3:17  
**9:00** 1:16 4:1

< A >

**a.m** 1:16 73:9,  
10 135:10  
**abeyance**  
126:20

**ability** 92:12  
93:18 101:8, 16  
116:14 118:4

**aboveground**  
101:24

**absence** 77:25  
**accept** 26:20  
30:10 129:21

**accepted** 9:3  
22:15 26:8, 10  
52:20 69:11, 14  
70:17

**accepting** 87:9  
**access** 106:20  
107:2

**accountant** 7:9  
**accounted**  
109:14

**accurately** 10:20  
**achievable** 89:7

**achieve** 53:2  
81:22 82:4, 12  
83:3 92:19  
93:10 102:19

**achieved** 53:23  
93:12 96:11  
97:1 102:8, 22  
127:10

**achievement**  
48:3 95:8

**achieving** 93:7,  
8  
**acknowledged**  
67:24

**acronym** 34:20  
**Act** 5:14 6:3, 5

**acting** 29:5  
**action** 35:5  
**Actions** 34:20  
117:20, 21

**Activation** 27:14  
**activities** 97:5, 9  
**activity** 97:15  
99:3

**actual** 111:25  
121:21

**added** 12:20  
102:2

**addition** 44:1, 6,  
8

**additional** 93:5  
106:3, 19  
110:23 111:1,  
10 113:2, 17  
**address** 51:24  
71:11 75:12, 24  
76:3 89:21  
92:23

**addressed**  
12:16 52:19  
53:19

**addressing**  
68:25 99:12, 13

**adhering** 83:18  
**adjusted** 97:2

**administration**  
91:20  
**administrative**  
15:17

**advance** 6:10  
39:4 49:16 76:9

**adverse** 95:3  
**adversely** 78:12  
94:25

**advice** 21:8  
28:23 66:11  
**advise** 32:18

**advised** 6:3  
129:9  
**advising** 86:17  
122:12

**Advisor** 107:7  
**advisory** 122:10

**affect** 53:16  
90:19 105:25  
**AFFIRMED** 4:2

**after** 4:25 8:10,  
11, 12, 21 17:9,  
18 26:16 27:20  
36:25 38:7, 8  
53:22 57:17

63:4 68:18  
69:22 70:1  
71:19 76:19  
81:9 96:11  
102:8 110:21

114:22 120:4,  
11 125:18, 19  
129:22

**agenda** 35:13

122:17  
**ago** 18:15, 22

**agree** 56:21  
114:16 120:18  
124:17

**agreed** 25:1  
38:20 57:14, 20  
58:5 63:9 67:7  
69:8 89:11  
96:4 104:11  
129:13, 19, 20

**agreement**  
21:14, 21, 24, 25  
22:1 24:1, 18  
26:13 28:12

54:3, 20 55:12  
56:16, 24 67:3,  
11, 14, 15, 16

68:2, 4, 8 69:2  
71:8, 14 76:5  
77:23 84:17

90:13 110:1  
114:5 126:16  
128:19

**agrees** 42:23  
**ahead** 90:2  
123:8 133:4, 5

**albeit** 106:11  
**Albert** 10:23  
**Alcea** 34:25

**Alicia** 2:14  
**align** 8:14  
10:20 13:7

**aligned** 7:19  
11:13, 21 12:7  
23:15 98:14

**aligning** 20:13  
42:9  
**alignment** 15:3

37:18 41:2  
61:3 126:11

**alleviate** 36:1  
**allocated** 55:6  
**allocation** 55:22  
56:19

**allow** 31:1  
97:11 99:5  
**allowance** 8:19  
10:23 96:10

**allowed** 40:1, 4  
95:18 98:16  
114:5 119:7, 8

**allowing** 8:25  
**alluded** 10:2

<p>83:7 <b>alluding</b> 68:20 <b>alternative</b> 105:3 <b>amendment</b> 97:10 <b>amendments</b> 98:3, 10 <b>amount</b> 103:8, 9, 10 109:6 <b>ample</b> 80:21 <b>analysis</b> 33:7 35:20 <b>and/or</b> 31:3, 16 34:5 40:10 64:21 66:3 73:25 126:12 <b>answered</b> 113:20 <b>anticipated</b> 36:6 <b>anticipating</b> 33:5 <b>Antonio</b> 26:6 73:25 74:1 <b>anybody</b> 30:3 95:6 121:20, 24 <b>anymore</b> 18:18 <b>anyway</b> 17:12 74:12 106:24 112:3 133:24 <b>apologies</b> 14:11 17:14 70:4 <b>appear</b> 3:17 <b>appended</b> 5:12 <b>application</b> 47:20 <b>applied</b> 107:22, 23 108:23 121:11 <b>apply</b> 43:23 108:12 109:21 <b>approach</b> 21:22 22:4 23:1, 11 26:25 27:5, 9 37:13 44:11, 15 48:20, 21 62:17, 23 66:15 67:13, 17 75:16 78:2 119:22 121:1 128:15 129:10, 11, 14 <b>approval</b> 8:14 12:4 20:14 26:17 34:9 99:17, 19 113:9 <b>approvals</b> 97:1</p>	<p><b>approve</b> 26:14 54:13 88:1, 8 <b>approved</b> 13:19 20:12 22:12 26:1 32:13 42:2, 4 58:15, 16 87:7 88:2 97:3 <b>approves</b> 42:23 <b>approving</b> 26:16 <b>approximately</b> 17:7 <b>area</b> 15:21, 22 51:8 69:13 100:23 122:13 <b>areas</b> 11:16 51:14 52:12 79:21 123:12, 14 131:2, 9 132:20 <b>argue</b> 102:21 <b>argued</b> 67:5 <b>arising</b> 32:11 42:21 <b>arose</b> 24:22 28:16, 20 73:24 <b>arrears</b> 103:14 <b>arrived</b> 120:11, 12 <b>as-built</b> 126:6, 13, 18, 21 <b>as-builts</b> 126:8, 22 127:1, 5 <b>Ashwood</b> 33:9 114:15 <b>aside</b> 33:2, 10 111:15, 22 <b>as-is</b> 87:9 <b>asked</b> 5:16 6:11 7:12 8:5 9:2 13:25 60:2 82:18 130:22 131:7 <b>asking</b> 23:9 46:23 59:25 77:12 101:1 <b>aspect</b> 11:3 42:20 108:7, 8 <b>aspects</b> 15:2 28:13 45:14 79:4 94:25 110:1 118:5 <b>Assessment</b> 47:3 75:9 79:10, 13 89:4,</p>	<p>11, 15, 25 90:6 91:25 116:11 <b>assessments</b> 89:5 90:12 95:7 <b>assign</b> 35:10, 12, 14 <b>assignment</b> 7:14, 15 8:8 <b>assist</b> 28:16 36:17 <b>assistance</b> 36:6 <b>assisted</b> 15:24 134:19 <b>associated</b> 8:4 32:11, 24 33:3, 15 88:20 99:10 112:7 126:25 131:17 <b>Associates</b> 40:19, 20 <b>assuming</b> 81:9 <b>assumptions</b> 90:3 <b>assurance</b> 11:2 15:4 40:16 74:5 <b>attend</b> 31:12, 13, 15, 21 <b>attended</b> 15:7 116:5 122:20 123:3 132:6 <b>attending</b> 1:15 <b>attributable</b> 107:19 <b>audit</b> 20:19, 20 39:3, 4, 6 42:1, 8, 24 43:4 44:7 45:1, 4, 12 48:19 49:2, 7, 20 50:14, 16 <b>auditing</b> 44:2, 5 <b>auditor</b> 12:8 20:18 49:19 <b>audits</b> 37:20, 21, 22 38:20, 21, 24, 25 39:14 40:7, 8, 9, 10, 11 41:16 42:3, 7 43:1, 9, 10 44:1, 8, 23 47:13, 14, 15, 19, 24, 25 48:2, 6, 15, 24, 25 49:11, 15, 17 50:1, 2, 4, 5, 7, 12, 19 51:9 52:5, 7</p>	<p><b>August</b> 85:19, 20 86:22 88:22 <b>authority</b> 12:3, 17, 20 25:18 37:19, 21 <b>availability</b> 134:11 <b>available</b> 49:19 106:4 107:3 111:17 <b>average</b> 43:8 <b>avoid</b> 31:3 <b>award</b> 12:4 <b>awarded</b> 88:7 <b>aware</b> 42:8 71:10 83:12 91:23 98:4 109:20 110:5, 12 111:5 112:14 120:23 121:7 123:10 126:2  &lt; B &gt; <b>back</b> 12:10 18:21 24:16 25:9, 20 30:20 33:22 44:17 56:7 63:25 64:25 70:23 73:7 80:24 81:24 84:22 86:15 87:10 106:16 130:10 131:13 <b>backup</b> 92:18 <b>bad</b> 49:3 <b>base</b> 83:20 <b>based</b> 44:15 61:4 66:2 106:25 <b>baseline</b> 78:15 79:1 <b>basis</b> 5:5 9:2 21:16 30:8, 19 41:8 54:16 104:11 124:2, 13 <b>beautifying</b> 100:19, 23 <b>began</b> 13:24 19:18 <b>beginning</b> 62:20 88:7 <b>behalf</b> 16:2</p>	<p>37:11 96:5 <b>belief</b> 92:18 <b>believe</b> 26:4, 18 31:18 32:22 45:1, 4 48:5 58:8 61:12 62:15 64:20 67:21 68:13, 14, 16 84:10 94:7 109:6, 18 110:19 111:3 113:6 114:7, 21 120:5 121:15, 24 122:15 123:2 125:18, 19 127:15 <b>believed</b> 58:4 <b>believing</b> 118:9 <b>belongs</b> 56:22 <b>belt</b> 19:15 <b>benefit</b> 103:18 <b>best</b> 48:15 64:14 <b>better</b> 23:15 32:9 37:9 38:10, 11, 17 39:20, 22 43:18 44:20 50:17 54:12 69:3 72:23 103:23 104:1 116:10, 24, 25 117:4, 7 118:14 131:21 132:14 134:17 <b>Beuller</b> 74:8 <b>bid</b> 101:2, 9 <b>bidder</b> 101:13 <b>big</b> 10:2, 4 11:17 38:23 39:1 <b>bigger</b> 21:17 <b>billion</b> 112:16, 19 <b>bills</b> 104:24 <b>bit</b> 24:11 33:17 39:24 56:8 62:23 72:24 74:9 76:8 111:10 131:5 132:7 <b>biweekly</b> 46:17, 18 <b>Blair</b> 78:20 <b>blank</b> 88:17, 18</p>
--	--	---	--	--

<p><b>board</b> 14:20 15:9, 10 31:24 32:2 33:19, 22, 23, 24 34:11 35:17, 19 63:6, 7 <b>body</b> 131:25 <b>bogged</b> 24:3 <b>bought</b> 126:11 <b>bounce</b> 76:7 <b>Boxfish</b> 120:3 121:5 122:2 <b>branch</b> 9:10 29:10 <b>branches</b> 7:23 11:15 <b>break</b> 6:7, 8 73:6 <b>breakdown</b> 54:16 124:14 <b>breakdowns</b> 130:23 <b>brewing</b> 24:9 32:21 38:1 39:8, 9 <b>Brian</b> 120:2 <b>brief</b> 7:4 103:4 108:1 <b>briefed</b> 66:1 <b>briefing</b> 108:4 <b>bring</b> 48:18 92:22 100:18 117:1 122:8 125:15 <b>bringing</b> 63:7 <b>brings</b> 135:7 <b>broad</b> 22:10 <b>broken</b> 128:10 <b>broker</b> 125:3 <b>brought</b> 26:10 34:9 38:9 39:18 40:16 46:22 47:2, 3, 7 89:16 91:8 113:7 122:21 <b>bucket</b> 55:1, 2, 7 56:20, 22 57:13, 21, 23 58:6 125:5 <b>buckets</b> 32:25 54:24, 25 55:23 57:9 124:3, 15 <b>budget</b> 112:17 113:5, 7, 19 133:4</p>	<p><b>buffet</b> 96:18 <b>build</b> 41:2 <b>building</b> 36:11 38:4 119:2 <b>built</b> 113:19 <b>bunch</b> 32:4, 5 92:22 114:11, 14, 15 <b>bus</b> 27:18, 22 108:18 <b>buses</b> 113:2, 10, 16 <b>business</b> 7:24 <b>butting</b> 132:7 <b>buy</b> 113:2 <b>buying</b> 117:19  &lt; C &gt; <b>calculation</b> 96:16 103:3 108:15 109:21 <b>calculations</b> 103:15 <b>call</b> 12:7 31:2 70:9 75:1 <b>called</b> 35:1 40:5 67:11 69:14 113:4 <b>Canada</b> 6:5 <b>capacity</b> 122:11 <b>capital</b> 10:22 <b>career</b> 7:10 19:1 <b>carrying</b> 108:11 <b>case</b> 26:15, 19 27:8 68:17 86:14 131:22 <b>cash</b> 8:19 10:23 96:10 102:20 104:23 <b>category</b> 126:7 <b>caused</b> 25:23 82:10 84:20 99:4 <b>caverns</b> 102:1 <b>CCTV</b> 47:23 <b>celebrations</b> 102:5 <b>centrally</b> 19:6 <b>CEO</b> 124:23 <b>certain</b> 4:14 22:11 24:17 26:1 75:4 78:11 103:10</p>	<p>111:4 126:13 134:22 <b>certainly</b> 14:17 18:6, 7 22:17 26:5 38:7, 25 46:17 58:7 59:5 68:19 71:24 75:3 77:11 91:4 92:9 94:20 96:7 99:24 115:19 116:23 118:3 <b>certainty</b> 32:11 <b>CERTIFICATE</b> 136:1 <b>certified</b> 7:9 136:3, 12, 21 <b>certifier</b> 55:22 56:9, 23 57:11, 22 <b>certifier's</b> 56:18 <b>certify</b> 136:4 <b>cetera</b> 27:19 130:14 <b>chain</b> 67:10 <b>chaired</b> 34:3 129:2 <b>challenge</b> 56:8 <b>challenges</b> 22:3 98:7 104:5 126:1 127:6 <b>champion</b> 37:11 <b>championed</b> 10:20 <b>change</b> 13:1 15:9 20:6 28:21 33:23, 24 58:11 62:17, 25 75:25 96:2 97:18, 19 98:16 99:21 102:7 119:21 133:22 <b>changed</b> 59:25 64:4 74:9 101:15 <b>changes</b> 22:14 26:25 27:4 58:14 64:24 67:2 95:22, 25 98:17, 20 99:20 109:25 120:25 <b>changing</b> 43:16 93:1, 6</p>	<p><b>charge</b> 16:13 17:3 <b>chart</b> 54:16 124:2, 13 <b>check</b> 106:16 119:16 <b>chin</b> 133:10 <b>chose</b> 96:20 <b>chosen</b> 103:11 <b>Chris</b> 63:16 <b>churn</b> 99:11 116:21 127:13 <b>circulated</b> 64:25 <b>circumstances</b> 130:23 <b>CITY</b> 1:7 2:6 7:10, 12 9:10 10:6 12:23 13:2 15:5, 25 16:22 19:10 21:8, 22 22:2, 5, 12, 15 23:1, 10 24:16 25:9, 17 26:2, 10, 14, 16 32:7, 23, 24 34:4 36:1, 6 37:12, 22 40:9 42:19 44:3, 5 46:10 48:21 50:8, 13 52:4, 21 54:4, 7, 21 57:4, 13, 20 58:7 59:24, 25 60:2, 5, 22 61:13, 18, 20 62:1, 4, 10, 24 64:10 66:9, 12 68:3 69:17 74:21, 25 75:16, 24 77:7, 14 78:2 79:4, 10, 11, 14 82:16, 17 83:3, 14 84:23 85:22 87:9, 25 88:1, 8, 23 91:9, 21, 23 92:4 93:16 96:3, 5 99:12, 13 110:6, 16, 21, 22 111:11, 17, 22 114:18, 19 120:19 122:7 124:4, 9 125:1, 16 129:10</p>	<p>131:14, 16 133:22 <b>City's</b> 26:25 27:5 33:4 35:20 60:1 66:6, 15 67:13, 17 76:2 90:19 92:5 94:19 105:10 110:2 115:5, 10 129:20 132:23 <b>city-type</b> 131:18 <b>civil</b> 5:19 16:23 <b>claim</b> 83:23 84:1 <b>claiming</b> 115:1 <b>claims</b> 84:4, 10 <b>clarification</b> 14:9 18:16 29:15 82:19 105:20 116:10 <b>clarified</b> 70:16 <b>clarify</b> 68:23 82:3 <b>clarifying</b> 82:8 <b>clarity</b> 10:3 53:11 <b>CLAUDIO</b> 1:7 2:6 3:3 4:2 7:2 <b>clause</b> 109:11 <b>clear</b> 19:17 66:10 113:21 118:10 <b>clearly</b> 20:12 <b>client</b> 19:8 41:8 <b>close</b> 112:4 127:18 135:8 <b>closed</b> 52:18, 21, 22 53:13, 24 55:4 127:9, 20 <b>closely</b> 74:13 <b>closeout</b> 54:6 74:11, 15 123:19, 23 125:21 126:1 127:7 128:21 129:2, 17 <b>closer</b> 46:19 116:23 <b>closing</b> 127:13 <b>closure</b> 36:12 108:18 <b>closures</b> 108:18, 19</p>
---	--	---	--	--

<p><b>cobblestones</b> 100:22</p> <p><b>co-counsel</b> 4:13 119:17</p> <p><b>code</b> 36:11</p> <p><b>cohesive</b> 27:24</p> <p><b>COLAIACOVO</b> 1:7 2:6 3:4 4:2 6:19, 22 7:2, 8 8:11 9:7, 17 10:1 11:7, 14 12:21 13:16 14:4, 10 16:11, 15, 17, 21 17:5, 9, 25 18:3, 24 19:20, 24 21:10, 23 22:9 23:4, 8, 14, 25 25:10 26:4, 18 27:2, 7, 11 28:8, 11 29:2, 8, 17, 25 31:13, 20 32:1, 16 33:8, 21 34:14, 17, 21, 23 35:8, 21 36:8, 22 37:3, 14 39:10 40:5, 18 41:8, 12, 17 42:16 43:2, 6 44:4, 25 45:20 46:2, 13 47:17, 22 48:5, 23 49:23 50:3, 9, 14 51:6, 11, 16 52:4, 15 53:1 54:4 55:9, 15, 25 56:6, 25 57:15, 24 58:12, 24 59:5, 20 60:9, 17, 21 61:15, 20 62:5, 11, 19 63:1, 23 64:12 65:6, 12 66:16 67:19 68:9 69:5, 21 70:3, 11, 15 71:3, 15 72:7 73:8, 13, 21 74:3, 7, 17, 20 75:1, 14, 19 76:4, 10, 15, 19 77:2, 8, 16, 19, 21 78:3, 18 79:6, 12, 17, 25 80:3, 9 81:7</p>	<p>82:3, 9, 23 83:5, 11, 15, 17 84:1, 5, 9, 18 85:4, 15, 18, 21, 24 86:2 87:1, 18, 21 88:3, 14 89:1, 8, 13 90:21 91:1, 16, 19 92:1, 7, 20 93:13, 17, 25 94:20 95:4, 9, 12, 25 98:4, 11, 21 99:23 100:3, 12, 16 101:14, 18 102:11, 25 103:6, 22, 25 104:17, 22 105:12, 16, 21 106:2, 8, 20 107:8, 14, 17 108:3 109:4, 15 110:3, 8, 14, 18, 24 111:12, 19, 24 112:8, 11, 18, 25 113:14, 22 114:4, 21 115:8, 13 116:9 117:10, 14, 25 118:18 120:2, 10, 17, 23 121:4, 13, 15, 23 122:5, 14, 25 123:2, 9, 13, 21 125:12, 24 126:4 127:8, 21, 25 128:12, 20, 23 129:1, 16 130:19 131:4, 12 132:21 134:14</p> <p><b>Co-Lead</b> 2:2 4:4</p> <p><b>collaborative</b> 4:12</p> <p><b>colleague</b> 4:6</p> <p><b>co-located</b> 19:7 48:11</p> <p><b>come</b> 30:13 45:10, 23 52:9 58:19 64:16, 24 73:6 80:24 93:3 98:24 113:13 114:13, 14 116:15 119:8</p> <p><b>comes</b> 111:12, 14</p> <p><b>comfort</b> 119:13</p>	<p><b>comfortable</b> 39:25 98:13</p> <p><b>coming</b> 7:15 8:18 10:24 27:16 46:11 54:13 63:5, 6 86:15 90:4 100:24 119:6 129:22</p> <p><b>commenced</b> 4:22</p> <p><b>commencing</b> 4:1</p> <p><b>commented</b> 56:12</p> <p><b>comments</b> 87:14, 22 136:10</p> <p><b>commercial</b> 28:13, 24 130:22</p> <p><b>COMMISSION</b> 1:6 2:1 4:18 130:21 131:2</p> <p><b>Commissioner</b> 131:6</p> <p><b>commissioning</b> 11:2 44:24 45:2, 3, 18, 22</p> <p><b>Commission's</b> 4:7, 10, 19, 24 5:4</p> <p><b>committed</b> 112:1</p> <p><b>committee</b> 11:25 12:1 13:21, 22 15:13, 14 16:7, 8 20:13, 15, 19 23:20, 24, 25 32:19, 20 33:13, 20 34:3, 7, 13, 15 35:23 55:16, 18 64:2, 7 65:21 79:18, 24 80:10, 14 85:6 117:17 122:6, 11, 24 123:4, 6</p> <p><b>committees</b> 13:20 15:10</p> <p><b>comms</b> 25:18 60:23 61:2, 21 62:1, 14, 24 63:1, 15 64:3 91:19</p>	<p><b>communication</b> 25:2 60:18 61:23 91:10</p> <p><b>communications</b> 7:25 24:8 25:18 60:16, 20, 22 61:14, 19, 22 63:8 64:9 90:20, 22, 23 91:3, 14</p> <p><b>communities</b> 61:7, 9</p> <p><b>community</b> 8:16 25:12 61:4</p> <p><b>compensated</b> 104:9</p> <p><b>compensation</b> 104:14</p> <p><b>competitive</b> 133:21</p> <p><b>complete</b> 9:14, 24 10:10 13:23 99:7 102:1</p> <p><b>completed</b> 9:9 45:1 47:25 50:4, 15, 16 55:1, 2 78:20, 21 103:15 116:17</p> <p><b>completely</b> 57:18</p> <p><b>completing</b> 8:12</p> <p><b>completion</b> 10:17 47:20 48:3 52:16, 23 53:3, 22 54:10 56:14 58:3 59:23 90:8 96:12 100:2, 4, 6 102:9 108:14 109:7 125:1 127:11, 19</p> <p><b>compliance</b> 54:17, 18, 21 121:17 124:5, 11, 18, 22 125:4 128:16, 17, 24 129:4, 18, 21, 23 130:2, 5, 11, 17</p> <p><b>compliant</b> 48:13 87:4, 5 124:15</p> <p><b>complying</b> 77:23</p> <p><b>component</b> 54:17</p>	<p><b>comprehensive</b> 130:9</p> <p><b>compromise</b> 68:6 72:15, 16 84:16, 18, 23</p> <p><b>compromised</b> 72:19, 22</p> <p><b>compromises</b> 71:7 72:4, 13</p> <p><b>concern</b> 51:9, 14, 24 80:22 82:10 92:11</p> <p><b>concerned</b> 75:4</p> <p><b>concerns</b> 31:8 48:20 50:8, 13 51:21 52:13 98:19, 21 118:2, 3</p> <p><b>concluded</b> 49:10 90:12, 16 135:10</p> <p><b>concurrently</b> 55:19</p> <p><b>conducted</b> 9:5 49:20</p> <p><b>confidence</b> 93:8, 18, 19, 23 94:1, 3, 4, 18 116:14, 18, 19 117:11 119:13</p> <p><b>confident</b> 39:25 98:13</p> <p><b>confidential</b> 5:5</p> <p><b>confirm</b> 35:4 95:17 124:5</p> <p><b>confirmations</b> 58:21</p> <p><b>conflict</b> 24:22 25:24 74:5, 23 75:2</p> <p><b>conflicts</b> 39:11, 17 62:16 74:24 75:6 101:3</p> <p><b>conform</b> 124:8</p> <p><b>conformance</b> 124:7, 17 125:10</p> <p><b>conforming</b> 128:4</p> <p><b>confused</b> 70:4</p> <p><b>confusion</b> 31:3 60:3</p> <p><b>congratulations</b> 56:5</p> <p><b>connection</b> 83:24</p>
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<p><b>consensus</b> 38:17</p> <p><b>consent</b> 55:8, 11 97:23 98:1, 8 110:6, 17</p> <p><b>consider</b> 87:14, 23</p> <p><b>consideration</b> 84:4 121:11</p> <p><b>considered</b> 53:17 71:6 100:8 131:11 134:1</p> <p><b>considering</b> 107:10</p> <p><b>consistent</b> 28:22 41:22 50:24 63:20</p> <p><b>consists</b> 24:2</p> <p><b>consortium</b> 104:23 131:23 132:1, 6, 8</p> <p><b>constitute</b> 18:5</p> <p><b>constructability</b> 44:21</p> <p><b>construction</b> 7:20 9:1 10:14, 15 14:3, 25 15:21 16:23 18:12 20:9 24:10, 12, 14 40:22 41:1, 19 42:20 44:12, 14 51:20 52:11 89:23 95:16 99:5, 7 101:21, 24 102:3, 12, 14 108:19 119:22 120:1 132:10, 12</p> <p><b>constructions</b> 43:24</p> <p><b>constructor</b> 45:9 112:19</p> <p><b>constructors</b> 134:9</p> <p><b>consult</b> 85:4</p> <p><b>consultant</b> 41:3 123:15</p> <p><b>consultants</b> 10:6 14:13, 14 15:16 16:1</p> <p><b>consultation</b> 33:18</p> <p><b>consulted</b> 85:2</p>	<p><b>Consulting</b> 16:18 122:8</p> <p><b>content</b> 77:14</p> <p><b>context</b> 51:19</p> <p><b>contingency</b> 11:25 12:9 13:21 15:13 16:7 20:14, 19, 25 32:19 33:12, 20 34:2, 10, 12 65:20 111:22 112:7, 10, 13, 16 113:5, 7, 13, 19, 24 123:3</p> <p><b>continue</b> 59:19 79:5 101:25 104:25</p> <p><b>continued</b> 41:25 104:13, 19 125:22</p> <p><b>contract</b> 12:5 19:18 28:6 29:4, 12 30:22 31:14 65:1, 4 67:20, 22 69:2 88:7 105:25 111:8</p> <p><b>contractor</b> 65:13 101:7</p> <p><b>contracts</b> 14:15 28:15</p> <p><b>contractual</b> 31:9 132:24</p> <p><b>control</b> 15:10 33:23, 24 37:13 46:15</p> <p><b>controls</b> 60:8, 9</p> <p><b>conversation</b> 129:15</p> <p><b>conversations</b> 80:8</p> <p><b>conversely</b> 57:4</p> <p><b>copy</b> 6:12, 20</p> <p><b>core</b> 99:6 100:19</p> <p><b>corporate</b> 11:21 19:7 23:2, 12, 16</p> <p><b>correct</b> 5:8 11:7, 14 17:5 28:8 33:8 34:21 43:2 47:17 74:3 75:14 81:7 85:15, 21 93:13 101:14 111:1</p>	<p>117:10 120:17 122:25 125:24</p> <p><b>corrected</b> 43:21 49:5</p> <p><b>corrections</b> 4:25 5:3, 11</p> <p><b>correctly</b> 128:8</p> <p><b>correspondence</b> 81:19</p> <p><b>cost</b> 32:23 103:8 105:6</p> <p><b>costs</b> 111:5 113:12</p> <p><b>could've</b> 37:7 49:24 105:3</p> <p><b>Council</b> 8:14 12:4 20:13 90:24 113:8, 17</p> <p><b>COUNSEL</b> 2:1, 2, 3 4:4, 8, 15 5:5 6:11 9:18 66:5 105:18 110:10 134:23</p> <p><b>counterclaim</b> 114:22</p> <p><b>counterpart</b> 25:4 73:23</p> <p><b>counterparts</b> 23:18 73:12 115:16</p> <p><b>couple</b> 11:23 13:14 16:9 86:11 93:11</p> <p><b>course</b> 29:14 67:23 123:10 132:23</p> <p><b>covered</b> 19:17 131:5</p> <p><b>Craig</b> 11:6, 7 15:22 16:16, 17, 18, 20, 22, 24 29:13, 16, 18, 20 30:25 35:12 78:5</p> <p><b>Craig's</b> 14:23 29:6</p> <p><b>Crazy</b> 17:11</p> <p><b>create</b> 130:5</p> <p><b>created</b> 54:23 59:21 69:8 104:5 124:2</p> <p><b>credit</b> 24:18 97:16 108:13</p> <p><b>credits</b> 108:9, 11, 22 109:3</p>	<p><b>Cripps</b> 8:20 10:19 29:13 36:23, 25</p> <p><b>criteria</b> 121:11</p> <p><b>crossed</b> 10:8</p> <p><b>Crown</b> 5:20</p> <p><b>curious</b> 132:9 134:5</p> <p><b>Curriculum</b> 3:3 7:1</p> <p><b>customer</b> 119:11</p> <p><b>customized</b> 21:18</p> <p><b>cut</b> 74:19</p> <p><b>CV</b> 6:12, 21</p> <p><b>CVR</b> 136:3</p> <p>&lt; D &gt;</p> <p><b>daily</b> 11:4</p> <p><b>damages</b> 107:11, 19 108:23</p> <p><b>data</b> 15:20 34:25 46:5 49:18 60:13 124:1</p> <p><b>Database</b> 34:20</p> <p><b>date</b> 12:18 35:3 81:15, 18, 23 82:13 83:4 85:13, 17, 18 86:16, 21 88:18, 19, 22, 24 90:7, 8, 14 93:1, 6, 11 107:13 112:2 118:23 126:16 129:6 132:22, 24, 25 133:23 136:7</p> <p><b>Dated</b> 136:15</p> <p><b>dates</b> 82:12 92:25 93:11, 15</p> <p><b>David</b> 26:9 38:6</p> <p><b>day</b> 1:15 44:13, 15 99:15 136:15</p> <p><b>days</b> 39:3 49:16 53:22</p> <p><b>deadlines</b> 105:1</p> <p><b>deal</b> 25:4, 5 60:12 61:10 63:11 66:18 104:6, 8</p> <p><b>dealing</b> 94:22</p>	<p>115:17</p> <p><b>dealings</b> 73:24</p> <p><b>dealt</b> 23:19</p> <p><b>debt</b> 105:11 110:2, 7, 17 111:18</p> <p><b>decided</b> 25:16 108:12</p> <p><b>decision</b> 57:7 70:21 83:21 91:10 99:16 105:10, 25 111:11</p> <p><b>decision-making</b> 69:9, 18</p> <p><b>decisions</b> 15:11 23:17 24:5 91:14</p> <p><b>declaration</b> 4:10</p> <p><b>dedicated</b> 14:14</p> <p><b>deduction</b> 109:19</p> <p><b>deductions</b> 134:21</p> <p><b>deemed</b> 5:15</p> <p><b>defending</b> 33:3</p> <p><b>defer</b> 70:23</p> <p><b>deficiencies</b> 95:19 127:14</p> <p><b>deficiency</b> 127:24</p> <p><b>deficient</b> 127:25 128:3</p> <p><b>define</b> 27:8 58:25</p> <p><b>defined</b> 24:1</p> <p><b>definition</b> 96:2 97:2, 19</p> <p><b>definitions</b> 53:2, 3, 11 54:2</p> <p><b>delay</b> 83:23 84:13</p> <p><b>delayed</b> 22:19 59:9 80:25 101:24</p> <p><b>delegations</b> 12:3, 16, 20</p> <p><b>deliver</b> 8:6 76:25 91:7 93:18 116:15 118:4, 5</p> <p><b>deliverables</b> 9:24 80:18</p>
--	--	--	---	--

<p><b>delivered</b> 21:16 49:16 126:24 133:2</p> <p><b>delivering</b> 10:22 94:15 123:17</p> <p><b>delivery</b> 10:15 46:10 75:20, 22 117:1</p> <p><b>demanding</b> 46:21</p> <p><b>demands</b> 133:15</p> <p><b>demonstrate</b> 54:20 124:10, 22</p> <p><b>demonstrated</b> 130:2</p> <p><b>demonstrating</b> 130:11</p> <p><b>departed</b> 125:20</p> <p><b>department</b> 15:7 19:4 28:16 29:6, 7 33:25 105:10 110:9</p> <p><b>depending</b> 66:8</p> <p><b>deposit</b> 126:20, 24</p> <p><b>deputy</b> 7:12 13:2 38:3</p> <p><b>derailments</b> 130:24</p> <p><b>describe</b> 29:22 106:7</p> <p><b>described</b> 42:15 48:18 74:23 75:9, 10</p> <p><b>DESCRIPTION</b> 3:2 7:4 28:10 97:10 103:4</p> <p><b>descriptions</b> 53:6</p> <p><b>design</b> 10:19 15:21 16:23 25:20 86:5 87:24 95:15 130:12, 13</p> <p><b>designate</b> 61:21 62:1</p> <p><b>detail</b> 17:21 49:24 51:12</p> <p><b>details</b> 28:1</p> <p><b>determination</b> 54:1</p> <p><b>determine</b> 30:8 32:6 44:18 66:21</p>	<p><b>determined</b> 52:24</p> <p><b>develop</b> 129:25</p> <p><b>developed</b> 20:11 42:5 43:5 62:14 64:21 69:7 104:4 108:16 121:2 124:18 130:6</p> <p><b>developing</b> 16:5 25:1 64:4</p> <p><b>development</b> 9:10</p> <p><b>develops</b> 42:24</p> <p><b>deviate</b> 76:17</p> <p><b>dialogue</b> 38:18 55:9 57:1, 6, 16, 17</p> <p><b>dictated</b> 20:3</p> <p><b>died</b> 53:14</p> <p><b>difference</b> 45:5 47:13 49:25 86:24 127:23</p> <p><b>differences</b> 115:20</p> <p><b>different</b> 9:12 10:11 27:15 31:25 57:19 62:23 80:17 81:14 111:2 115:23 116:22 118:5 119:6 132:17, 18</p> <p><b>difficulty</b> 82:7</p> <p><b>digging</b> 15:1</p> <p><b>digitally</b> 136:11</p> <p><b>digress</b> 17:12, 14</p> <p><b>direction</b> 9:6</p> <p><b>directives</b> 58:20</p> <p><b>directly</b> 38:2, 5 108:5, 25</p> <p><b>director</b> 26:8 38:3, 6 65:24 67:1 72:2 114:9</p> <p><b>directors</b> 116:22</p> <p><b>disagree</b> 56:23 57:8, 18</p> <p><b>disagreed</b> 57:4, 11 92:7, 15 124:10</p> <p><b>disagreement</b> 57:3, 4</p>	<p><b>disagreements</b> 24:23 75:4</p> <p><b>discrepancies</b> 25:5</p> <p><b>discussed</b> 131:1</p> <p><b>discussion</b> 49:22 79:18 82:24 122:22 124:6 132:5</p> <p><b>discussions</b> 91:22 92:3 98:12 110:4 129:5</p> <p><b>dispute</b> 65:3, 20, 24 66:7, 9 67:9, 14 69:12, 13 70:2, 5, 12, 14, 22 71:17, 19, 23 72:1, 6, 11, 12 114:7, 10, 13, 18, 20 128:15</p> <p><b>disputes</b> 33:6 65:8, 10, 14 66:4, 12, 15, 19, 25 67:2, 17 68:11 114:1</p> <p><b>disruption</b> 99:4</p> <p><b>DOA</b> 13:6</p> <p><b>doc</b> 9:20</p> <p><b>document</b> 6:14, 18 12:2, 16, 17 13:9, 12, 13, 17 38:16 40:1, 4, 6 47:9 87:3, 13 125:13</p> <p><b>documentation</b> 74:21 125:17</p> <p><b>documented</b> 66:17</p> <p><b>documents</b> 3:9, 16 13:14 15:18 47:1, 10 54:12 86:4 124:4 125:15</p> <p><b>doing</b> 10:13 11:11 13:5 17:22 25:19 29:7, 23 41:15 42:3 43:8, 17 45:3 46:10 90:4 93:21 98:14 101:5, 21 103:12</p> <p><b>dollar</b> 33:3</p>	<p><b>domain</b> 36:15 37:2 60:1</p> <p><b>door</b> 128:5, 6, 7, 9</p> <p><b>downloaded</b> 130:8</p> <p><b>downtown</b> 99:6 100:19</p> <p><b>dozen</b> 47:4 89:9</p> <p><b>draft</b> 16:5 64:21</p> <p><b>draw</b> 34:10 65:21</p> <p><b>drawings</b> 126:6, 13, 18, 21</p> <p><b>drawn</b> 112:10</p> <p><b>due</b> 35:3</p> <p>&lt; E &gt;</p> <p><b>earlier</b> 20:18 24:7 43:16 46:8 61:13 75:9 125:7 133:13</p> <p><b>early</b> 22:20 120:3</p> <p><b>earmarking</b> 75:11</p> <p><b>earned</b> 96:15 103:3, 7, 22 119:23 120:6</p> <p><b>easier</b> 133:18</p> <p><b>e-Builder</b> 20:8 58:18</p> <p><b>edge</b> 112:5</p> <p><b>effect</b> 79:20 99:22</p> <p><b>effectiveness</b> 103:19</p> <p><b>efficient</b> 39:5 49:17</p> <p><b>effort</b> 54:5 81:21</p> <p><b>efforts</b> 82:12, 13, 17, 22 83:1, 19, 21 84:21 86:20</p> <p><b>element</b> 101:19, 20 102:2</p> <p><b>elements</b> 78:11 95:1 111:4 134:12</p> <p><b>Elgin</b> 100:20</p> <p><b>eliminate</b> 36:17</p> <p><b>email</b> 35:4</p>	<p><b>embedded</b> 131:17</p> <p><b>Emily</b> 2:3 4:7</p> <p><b>employment</b> 17:19</p> <p><b>encouraging</b> 94:10</p> <p><b>ended</b> 74:10 101:1</p> <p><b>enforced</b> 62:20</p> <p><b>engaged</b> 8:22 120:20</p> <p><b>Engagement</b> 40:6</p> <p><b>engineer</b> 29:2</p> <p><b>engineering</b> 7:16 14:18 17:17 19:11 40:21 45:21 58:23, 24 59:2, 3, 7, 10, 22 60:2, 4 106:12 122:10 133:2</p> <p><b>enjoyment</b> 53:5</p> <p><b>ensure</b> 48:12 53:6 56:14 66:5 99:5 104:15 126:19</p> <p><b>enter</b> 4:18 6:23 30:6</p> <p><b>entered</b> 4:25 5:6, 10 70:1</p> <p><b>entering</b> 70:25</p> <p><b>entire</b> 7:10 21:1 37:18 41:2 51:19 61:3</p> <p><b>entitled</b> 72:17</p> <p><b>entitlement</b> 66:22, 23 67:9, 25 68:4, 14, 16 72:21</p> <p><b>equation</b> 98:6 132:11, 12, 16</p> <p><b>equipment</b> 99:8 102:4, 12, 14</p> <p><b>equitably</b> 71:25</p> <p><b>equity</b> 132:16</p> <p><b>erroneous</b> 93:15</p> <p><b>error</b> 49:1, 2, 21</p> <p><b>errors</b> 5:9</p> <p><b>escalated</b> 23:19, 20 24:4 55:13, 14, 17, 20 64:2, 6 65:5 66:7</p> <p><b>escapes</b> 9:11</p>
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<p><b>essentially</b> 33:15 39:17 <b>establish</b> 5:18 <b>establishing</b> 123:24 <b>Estrada</b> 74:2 <b>evaluation</b> 120:21 121:22 <b>events</b> 25:13 <b>eventually</b> 14:13 38:16 49:5 52:19 54:15 68:12 <b>everybody</b> 10:10, 13 11:11 20:21 21:1, 2, 3 47:5 57:1 <b>evidence</b> 4:9, 19 5:1, 6, 10, 23 6:1, 5 <b>evolved</b> 54:6, 15 124:12 129:18 130:4 <b>exactly</b> 131:24 <b>example</b> 24:6 25:8 28:25 36:9 43:19, 24 53:14 69:4 76:2 78:19 88:12 90:15, 17 108:6 <b>excavate</b> 102:1 <b>excavations</b> 97:17 <b>exchange</b> 24:20 <b>exchanged</b> 96:17, 21 <b>excuses</b> 81:4 <b>execute</b> 70:20 <b>executed</b> 96:4 <b>executing</b> 13:21 <b>execution</b> 121:21 <b>executive</b> 11:25 15:14 16:7 20:13 32:18 33:13 34:14, 16 85:6 122:6, 24 123:5 <b>Exhibit</b> 6:24 7:1 <b>EXHIBITS</b> 3:1 <b>existing</b> 13:8 133:18 <b>expansion</b> 18:14</p>	<p><b>expectations</b> 133:16 <b>expected</b> 73:1 <b>experience</b> 7:5 17:24 18:4, 6 29:3 39:13 119:25 121:3 122:15 123:16 <b>experienced</b> 130:24 <b>expert</b> 103:7 <b>expertise</b> 122:13 123:12, 14 <b>experts</b> 10:5 92:22 <b>explain</b> 61:17 85:25 89:19 100:14 <b>explanations</b> 81:4 <b>exploring</b> 83:14 <b>expressed</b> 77:6 117:12, 24 <b>extended</b> 133:19 <b>extension</b> 133:17 <b>extensive</b> 37:16 <b>extent</b> 65:16 66:8 67:7 72:8, 9 90:18 101:6 110:24 <b>external</b> 40:16 <b>&lt; F &gt;</b> <b>facilities</b> 21:17 <b>fact</b> 25:17 49:6 64:2 72:19 92:4, 13 96:8 99:16 115:22 <b>failing</b> 113:3 <b>failure</b> 76:25 93:10 107:12 134:21 <b>failures</b> 113:11 <b>fair</b> 11:13 23:15 64:3 67:18, 24 75:13 79:12 89:7 99:14 104:3 106:10 115:14 116:19 120:16 <b>fairly</b> 71:25 <b>fairness</b> 67:22</p>	<p><b>faith</b> 93:20 <b>fall</b> 57:8 130:20 <b>Fare</b> 33:9 114:15 <b>fashion</b> 45:23 <b>favourably</b> 20:21 <b>fed</b> 121:2 <b>federal</b> 96:25 98:9 <b>feel</b> 35:25 <b>fell</b> 54:24, 25 126:7 <b>felt</b> 36:14 37:10 38:24 66:23 67:8 84:19 115:14, 15, 24 <b>fence</b> 24:11 <b>fences</b> 8:16 <b>field</b> 31:8 40:11 44:16 49:4 78:9, 24 <b>figure</b> 77:4 <b>figuring</b> 11:11 <b>file</b> 114:19 <b>filed</b> 114:18 <b>final</b> 9:6 <b>finally</b> 118:22 129:19, 20, 24 <b>finance</b> 19:3, 7 105:23 106:13 110:9 <b>financial</b> 18:20, 24, 25 19:3, 5, 15 25:3 32:23 60:10 82:22 83:3 95:9 113:8 <b>financially</b> 82:17 84:24 131:15 <b>financing</b> 102:20 104:12 <b>find</b> 87:11 <b>findings</b> 9:8 <b>fine</b> 99:14 <b>finish</b> 87:19 <b>firm</b> 59:14, 18, 21 107:1 132:21 <b>fit</b> 21:18 <b>fix</b> 51:24 128:6 <b>fixed</b> 53:18, 21 126:16 128:4</p>	<p><b>flow</b> 34:24 74:21 102:21 104:23 <b>focus</b> 79:18 <b>focused</b> 42:20 <b>fold</b> 125:16 <b>folks</b> 18:20 <b>followed</b> 3:10 20:17 <b>following</b> 3:9, 17 91:15, 16 93:10 107:12 <b>follow-up</b> 4:15 16:9 119:17 134:3, 24 135:1 <b>force</b> 84:11 104:25 <b>forecast</b> 42:7 <b>forecasted</b> 54:10 <b>foregoing</b> 136:6, 12 <b>foresaw</b> 22:3 75:17 <b>foreseen</b> 22:20 <b>forget</b> 26:23 46:16 59:16 73:15 96:21 99:2 108:13 117:2 <b>form</b> 32:12 47:16 58:18 <b>formed</b> 44:24 <b>former</b> 122:7 <b>forth</b> 10:8, 24 81:24 136:8 <b>forward</b> 10:14 12:19 16:4 26:10 31:4 34:9 36:2 38:19 40:2, 4 46:22 49:11 63:19 65:20 69:15 92:25 100:18 105:1 113:8 117:19 <b>found</b> 8:7 17:18 43:14 <b>four-page</b> 6:14 <b>frame</b> 68:12 71:24 126:18 <b>frankly</b> 20:24 25:15 29:8 37:7 85:9 120:7</p>	<p><b>free</b> 99:7 <b>friendly</b> 97:10 <b>front</b> 38:19 77:22 79:6 84:5, 8, 24 <b>fronts</b> 75:5 <b>frustrated</b> 80:11 117:16 118:2 <b>frustration</b> 117:14, 23 118:24 <b>frustrations</b> 117:15 119:2 <b>FSU</b> 18:5, 9, 23 <b>full-time</b> 15:3 37:25 44:12, 14 45:9 <b>function</b> 15:4 18:21 <b>functions</b> 14:23 17:2 <b>fund</b> 34:10 65:21 112:7, 10, 13, 16 113:13 <b>funded</b> 104:15 <b>funding</b> 65:18 97:22 98:9 <b>funds</b> 75:11 111:22 112:1 113:9, 15, 17 <b>future</b> 33:12 43:23 53:19 <b>&lt; G &gt;</b> <b>gained</b> 111:11 119:12 <b>Gardner</b> 2:7 9:22 16:16 59:17 107:6 135:1, 3, 6 <b>Gary</b> 11:3, 5, 6, 7 16:21 29:20 31:3, 16 32:3 35:14, 15 89:22 <b>Gary's</b> 35:11 64:16 125:3 <b>Gates</b> 33:9 114:15 <b>general</b> 12:8 13:4 20:18 105:22 106:18 114:3 124:7, 16, 17 128:16 129:9, 21, 22</p>
--	--	--	---	--

**generally** 35:20  
50:7 95:3  
111:16 124:8  
125:10  
**generated** 40:1  
**give** 6:15 7:3  
14:1 25:8 28:9  
35:14 64:15  
68:15 71:22  
72:15 101:2, 10  
102:18 103:4  
132:21  
**given** 5:7, 21  
77:3 81:4  
92:13 93:11  
96:8 100:24  
122:15  
**gives** 87:9  
**giving** 6:1  
24:24, 25  
**goals** 66:14  
**Gonthalo** 73:15,  
17  
**good** 54:8 57:8  
63:23 68:3  
69:16 78:4  
124:6 127:2  
**gotcha** 38:25  
48:21 49:9  
**gotchas** 39:6  
**governance**  
19:22, 24 20:1,  
23 21:9 23:1,  
11 26:25 27:5,  
8 131:13  
**governed** 20:25  
66:14  
**governing**  
66:13, 16, 17, 18  
**government**  
18:11 19:10, 22  
**governs** 67:17  
**grade** 101:5, 6  
**Gray** 14:15, 16  
28:14 29:1, 16  
30:20 95:13  
105:15 107:16,  
18 121:14  
125:2 134:18  
**greatest** 78:7  
**greatly** 61:9  
**green** 80:19  
**ground** 5:17  
**group** 14:5, 6  
17:21 24:4

42:19 65:2  
122:8 123:24  
126:10 133:2  
**groups** 15:21  
19:8 30:17  
**Gruenberger** 2:7  
**guarantee**  
105:11 111:18  
**guarantor** 110:2,  
7, 17, 22  
**guess** 7:15  
10:7 15:12  
16:3 21:22  
34:12 46:3  
48:24 55:11, 15  
67:19 69:5, 10  
72:3 78:3  
118:21 119:7  
122:9 123:16  
126:19 129:23  
**guessing** 129:6  
**guest** 15:12  
120:2 122:1  
**guidance** 28:23  
38:14 89:22  
  
< H >  
**half** 56:2, 4  
**halfway** 6:9  
**hand** 10:21  
89:24 117:5  
**hand-in-hand**  
45:13  
**handle** 36:4  
**handled** 20:20  
36:7 65:15  
67:1 110:9, 12  
131:14  
**hanging** 128:5,  
6, 8  
**happen** 118:25  
119:1, 3 120:11  
132:11  
**happened** 49:4  
56:7 58:9  
68:18 78:13  
100:15 114:22  
125:18, 19  
**happening** 31:8  
63:18 64:13, 18  
79:21 98:23  
119:15 131:8  
**Happy** 6:14  
**hard** 18:10

19:9 41:10 94:9  
**harder** 61:7  
**head** 26:7 43:7  
73:16 75:25  
99:24 116:3  
**heads** 35:15  
76:8 132:7  
**hear** 30:23  
31:7 63:24  
135:4  
**heard** 58:2 64:1  
**hearing** 4:21  
**hearings** 4:11,  
20  
**heavily** 41:19  
**Heckert** 2:13  
136:3, 20  
**Held** 1:14 46:16  
**help** 8:15 15:4  
23:3 25:13  
32:17 33:11  
36:1 59:13  
60:6 102:9, 20  
118:16  
**helped** 36:2  
122:8  
**helps** 23:22  
73:3 132:22  
**heroic** 82:12, 13,  
16, 22 83:1  
86:20  
**higher** 43:11  
**high-level** 11:10  
28:10 29:22  
**hindsight**  
103:19  
**hire** 15:25  
**hired** 8:21  
37:25 38:7, 8  
**hit** 61:7  
**hold** 37:8  
**Holder** 8:20  
29:13, 19 30:25  
**Holder's** 15:22  
29:6  
**holding** 126:20  
**holistic** 54:23  
**Holloway** 117:9  
**homes** 61:9  
**hospitals** 21:17  
**HR** 7:24 11:22  
**huge** 133:21  
  
< I >

**IAT** 47:2 92:11,  
21 93:2, 5  
**IC** 125:6  
**ID** 9:20  
**identified** 12:24  
22:11 26:13  
30:4 54:18  
71:9 96:18  
108:15 109:18  
120:6 124:19, 20  
**identify** 32:3, 5,  
17 35:9 36:2  
**identifying** 90:7  
107:18  
**II** 18:19 63:5, 6,  
10, 11 96:14  
103:2, 17 104:8  
119:22 121:1, 6,  
7 133:19 134:19  
**impact** 84:16  
93:14, 23 94:3,  
14, 18, 25 95:3  
101:16, 19  
**impacted** 61:9  
78:12 79:22  
**impacting** 101:8  
**implementations**  
121:8  
**important**  
104:14, 21  
**inaudible** 34:17  
41:13 74:16, 17  
77:19 87:15  
135:3  
**inbox** 35:5  
**incentive** 103:20  
**inception** 14:17  
**included** 18:11  
27:18 48:14  
116:12  
**including** 18:13  
112:1 117:16  
125:16  
**inconsistent**  
69:1  
**incorporate**  
35:13  
**incorporated**  
25:17  
**incorrectly**  
128:5, 6  
**increasing** 80:24  
**incriminate** 5:18  
**Independent**  
47:3 55:21

56:9, 18, 23  
57:11, 21 89:3,  
5, 11, 14 90:11  
91:25 116:11  
**INDEX** 3:1, 15  
**indiscernible**  
18:13, 14 95:17  
**individual** 26:16,  
20, 21 61:3  
124:13  
**individuals**  
22:11, 13 26:1,  
2, 14  
**information**  
91:9 110:23  
**informed** 21:21  
**infrastructure**  
18:12 85:2  
100:17, 25  
**initiatives** 11:22  
**input** 60:13  
62:5, 8, 24  
64:11 85:10  
**Inquiries** 5:14  
**Inquiry** 4:5  
5:15, 22  
**insight** 71:2  
**inspection**  
41:22 50:19  
**instance** 5:20  
71:10  
**instances** 71:11  
**integrate** 38:12  
**integrated** 40:13  
**integration**  
27:18 47:15  
51:8  
**intel** 64:13, 15  
78:24 111:1  
**intended** 53:8  
**intends** 4:18  
**intent** 39:1  
43:15 82:15  
86:19 98:15  
102:16, 18 103:1  
**interest** 122:18  
123:12 131:15  
**interlock** 100:22  
**internal** 13:20  
15:10 30:22  
33:22, 23, 25  
35:22 82:24  
**internally** 31:6  
35:17 65:17  
66:3 91:8

**interpretation** 28:12  
**interrupt** 41:11  
**intersection** 100:20, 23  
**intervene** 4:14  
**interview** 4:8, 13, 16, 17  
**involved** 20:22 21:7 35:18 47:5 55:22 65:8 66:1 69:9, 18 71:3 84:3 91:11 95:7, 13 105:10, 15, 19 107:9, 17, 18, 24 108:6, 7, 25 109:24 110:3 115:7, 12 119:24 121:10, 13, 14, 18, 24, 25 123:19  
**involvement** 19:19 21:11 108:2 121:19 125:22  
**involves** 28:10  
**IO** 21:7, 12 85:5  
**irrespective** 115:22  
**issue** 37:10 41:24 42:21, 25 47:6 64:6 65:2, 5 68:25 70:4, 12, 13 71:11 80:4 82:7 99:12, 13  
**issued** 114:1, 3  
**issue-**  
**responsive** 43:4  
**issues** 8:12 22:7 24:9, 15 25:4 34:20 36:10, 11, 12 38:1 39:8, 9 42:13 47:8 53:16 72:5 73:24 81:11 85:3 87:11 92:23 98:7 104:6, 8 120:13 122:19 131:8  
**issue-specific** 43:25

**item** 25:9 35:2, 14 57:20 66:22, 24 96:18 124:11 126:5 128:3  
**items** 3:10 8:7 20:1 23:19 24:3, 10, 17, 21 28:3, 16 122:17 130:12  
**it'll** 16:15  
**< J >**  
**Janet** 17:10, 16  
**Janet's** 17:11  
**January** 69:21  
**Jesse** 2:7 59:13  
**Joanne** 41:4, 24 42:4 44:17 74:13  
**job** 15:18 68:3 70:20 95:1  
**John** 13:2, 3 27:13 34:5 36:23 46:15 47:2 66:8 85:8 91:2 113:7 115:15, 24 116:12 118:3  
**John's** 115:25  
**join** 7:12  
**joined** 4:6 16:25 17:10 19:25 41:5 120:4  
**joint** 54:5  
**June** 76:20 83:24  
**< K >**  
**Kate** 2:2 4:3 119:20  
**kept** 12:17, 25 13:12 93:1, 6  
**Kevin** 40:18  
**key** 22:11, 13 24:2 26:1, 2, 13 31:6 47:10 49:13 63:19 64:3 132:16  
**Killin** 14:19 16:13, 17, 18, 20, 24 17:3 29:18, 23, 25 30:15

**kind** 41:24 42:14 65:9 84:16 91:22 93:14 128:10  
**Kirkpatrick** 12:23  
**knew** 10:13 21:1, 2, 3 23:17 33:13 48:25 49:1, 3 89:18 94:21, 23, 24 106:8  
**knowledge** 120:20  
**known** 106:14  
**< L >**  
**Labour** 36:10 37:5 104:25  
**lack** 22:6 93:25 94:2, 4  
**laid** 27:24 53:14  
**land** 126:12  
**landline** 12:11, 13  
**lands** 126:8, 25  
**language** 68:1 82:10, 11 87:15 131:25  
**large** 52:13  
**late** 38:8 45:15 46:10 47:11 90:17 91:5 114:8, 13  
**latest** 78:7  
**Lauch** 26:6 73:25 124:23  
**Lauch's** 26:7  
**launch** 27:1, 6, 17, 21 48:4 52:11 125:23  
**launched** 46:5 113:12  
**Lauren** 2:7  
**lawyer** 29:1  
**lead** 14:24 15:3 16:5 37:25 39:12 60:22, 24 61:19, 21 62:2 63:10, 15 74:6  
**leaders** 31:6

**leading** 27:12 47:19 118:22 119:14 134:10  
**leads** 30:24 32:3, 4 35:1, 8, 9, 11 41:21 44:16 78:6  
**learned** 43:23 96:14 119:25 120:5, 20 121:7 132:10  
**leased** 126:12  
**leaving** 111:15 114:25  
**led** 8:8 10:18 38:16 130:23  
**left** 17:1 68:11, 19 69:20 71:20 72:10 84:11 112:3 126:2 127:7  
**legal** 66:5, 11 105:18 110:10  
**Leila** 2:13 136:3, 20  
**lender** 106:5  
**lenders** 97:24, 25 98:2 106:25 107:7  
**lender's** 98:5  
**length** 115:6, 11  
**lesson** 43:23  
**lessons** 96:14 119:24 120:5, 20 121:7 132:10  
**letter** 81:16 86:17 88:15  
**letters** 46:23 76:1 77:19, 22 79:20  
**letter-writing** 81:24 82:2  
**level** 18:7 24:4 26:5 32:10 51:12 65:25 66:8 67:1 72:2 97:13 103:10 114:9, 17 134:6, 22  
**leverage** 106:19 107:2  
**leverages** 106:4  
**liability** 5:19  
**life** 62:18

**LIGHT** 1:6 4:5 7:6, 12 21:18 132:4  
**limited** 19:13  
**Lindsay** 40:18, 19  
**linear** 18:12 97:14  
**lines** 10:7 13:6 81:16, 22 82:14 133:12  
**links** 130:10  
**liquidated** 107:11, 19 108:22  
**Litigation** 2:3  
**live** 113:3  
**LLP** 2:8  
**located** 19:6  
**long** 25:6  
**long-term** 97:24, 25 106:5, 21, 24, 25  
**looked** 42:6 47:15 68:1, 6, 24 71:12 123:24  
**looking** 6:13 30:17 44:20 49:18 66:11 72:25 76:11 82:21 83:9 86:19, 20 114:25  
**looks** 53:4  
**Lorne** 14:16 28:14, 22 31:5 65:7, 25 66:20 85:8 95:13 107:24 108:24 125:2 134:18  
**losing** 93:17, 19 116:14, 18, 19  
**loss** 93:23 94:17 117:11  
**lot** 31:15 39:13, 14 42:3 45:6, 22 46:5, 14 98:11, 12 101:9, 24 105:7 106:10, 11 118:23 119:5, 12 122:14 133:15, 16 134:8  
**louder** 117:21  
**LRT** 47:16

100:24 <b>LT</b> 111:16 <b>LTA</b> 106:21, 22, 23 107:6 110:25 111:13 <b>lump</b> 105:5 <b>Lyon</b> 78:19 100:20  < <b>M</b> > <b>made</b> 4:25 5:3, 11 15:11 47:21 53:25 57:7 69:3 83:23 84:1 95:21, 22 96:1 97:22 101:9 113:17 136:10 <b>magnitude</b> 131:21 <b>main</b> 25:14 99:6 105:23 <b>mainline</b> 97:6, 7, 11 <b>maintain</b> 134:22 <b>maintenance</b> 134:13 <b>major</b> 26:24 27:4 52:17, 20, 21, 25 53:12 54:2, 25 55:1, 2, 7, 23 56:20 57:22 58:6 68:11 99:4 100:19 116:20 125:8 127:20, 22 132:14 <b>making</b> 11:12 40:12 79:10 91:14 102:3 119:9 <b>manage</b> 14:14 15:20 27:22 36:4 39:23 60:6 121:6 125:3 <b>managed</b> 15:24 16:1 29:25 34:24 38:10 95:14 96:23 111:25 <b>management</b> 7:9, 25 8:3, 4 10:11 11:19 12:1, 9 13:7, 22	15:6, 7, 13 16:7 17:4 19:4 20:3, 6, 15, 19, 25 21:21 23:10 25:20 27:14 28:6 29:4, 10, 11, 12, 19 30:23 31:9, 14 32:20 33:12, 20 34:3, 13 37:17 38:13, 19 40:7 42:5 45:21 58:11, 13, 23 59:4, 11 60:1, 6, 10, 11 61:6, 8 63:2 65:1, 4, 20 67:20, 22 106:1 111:9 112:21 117:3 123:4 <b>manager</b> 7:12 12:23 13:2, 4 14:15, 19, 21 16:25 17:1 18:4, 9 19:4 28:15 34:4 42:2, 4, 22 66:9 91:9 105:23 <b>managers</b> 16:2 <b>managing</b> 8:20 14:5, 6 16:22 27:10 68:3 75:5 94:5 121:17 123:25 <b>Manconi</b> 13:3 27:13 34:5 115:15 <b>mandate</b> 37:6 <b>manner</b> 99:14 118:8 <b>manuals</b> 125:17 <b>March</b> 118:21, 25 <b>Marian</b> 105:18, 21 <b>master</b> 76:13, 21 <b>material</b> 126:1 <b>materialize</b> 41:25 <b>materials</b> 80:25 <b>matrices</b> 129:18 134:11 <b>matrix</b> 54:18 121:17 124:18 129:4 130:5, 6,	17 <b>matter</b> 92:22 <b>matters</b> 108:8, 15 109:2, 4, 11, 19, 21 <b>McGrann</b> 2:2 4:3, 4 6:20, 23 7:3 8:9 9:4, 15, 18, 23 11:5, 9 12:15 13:12, 23 16:9, 12, 19 17:3, 6, 20 18:1, 23 19:16, 21 21:7, 20 22:2, 25 23:7, 9, 23 25:8, 25 26:15, 24 27:4, 9 28:5, 9 29:1, 5, 21 31:11, 17, 23 32:14 33:5, 17 34:11, 16, 19, 22 35:6, 18 36:5, 20 37:1, 12 39:7 40:3, 15 41:7, 10, 13 42:10, 18 43:3, 25 44:22 45:16, 24 46:9 47:12, 18 48:1, 17 49:21, 25 50:6, 11 51:4, 7, 13 52:2, 9, 24 53:25 55:5, 14, 21 56:5, 17 57:10, 19 58:10, 22 59:3 60:7, 15, 19 61:12, 17, 25 62:7, 17, 22 63:21 64:8 65:1, 9 66:10 67:12 68:5, 23 69:19, 23 70:7, 13, 24 71:5 72:3 73:5, 11, 19 74:1, 4, 16, 18, 22 75:8, 15, 23 76:7, 11, 17, 24 77:6, 13, 18, 20, 25 78:16 79:2, 8, 14, 23 80:1, 7 81:2 82:1, 6, 20 83:2, 8, 13, 16, 22 84:3, 7, 15 85:1, 11, 16, 20, 22, 25	86:23 87:16, 19, 25 88:11, 21 89:3, 10 90:18, 24 91:13, 18, 22 92:3, 17 93:9, 14, 22 94:17 95:2, 6, 11, 22 97:23 98:7, 18 99:21 100:1, 9, 14 101:12, 15 102:6, 24 103:2, 18, 24 104:13, 19 105:9, 14, 24 106:6, 18 107:9, 15 108:1 109:2, 12, 23 110:5, 11, 16, 20 111:8, 15, 21 112:6, 9, 15, 23 113:10, 18, 25 114:19 115:4, 10 116:2 117:9, 11, 22 118:13 119:16, 21 120:8, 13, 19, 25 121:9, 14, 19 122:1, 12, 23 123:1, 7, 11, 18 125:11, 21, 25 127:6, 16, 23 128:9, 14, 22, 25 129:8 130:15, 21 131:6 132:19 134:2, 23 135:4, 7 <b>meaning</b> 60:10 116:20 <b>means</b> 37:23 41:23 43:16 48:22 50:18 62:1 84:20 87:12 <b>meant</b> 82:25 87:8 <b>measured</b> 78:14 <b>measuring</b> 78:17 <b>mechanism</b> 96:20 104:12 <b>meet</b> 30:7, 18 31:6 32:2 101:16 102:13 105:1 107:12 127:10 <b>meeting</b> 6:11 35:23 48:17, 19	49:10 93:2 107:20 116:16 129:17 130:15 136:10 <b>meetings</b> 15:8 30:2, 23 31:12, 14, 16, 19, 21, 22, 24 37:9 39:2, 18 46:16 54:6 56:10 65:13 66:2 77:10 78:6 79:24 80:15 85:7 92:9, 10, 11, 21 93:5 116:5 117:13, 17 122:20, 23, 24 123:1, 5 129:2 132:1, 6 <b>meets</b> 53:7 <b>Member</b> 2:2, 3 4:7 10:5 15:8, 9, 12 19:1 21:12 85:5 122:5 <b>members</b> 17:21 48:7, 11 <b>membership</b> 33:18 34:1, 6 <b>memory</b> 12:21 44:25 67:21 86:14 106:17 109:15 118:19 <b>mend</b> 8:15 <b>mentioned</b> 16:19 20:17 25:25 46:15 47:12 48:10 56:1 63:3 76:1 85:11 122:1 123:23 <b>menu</b> 96:18 <b>merge</b> 17:2 <b>merged</b> 8:5 14:22 <b>merging</b> 7:22 11:15 <b>message</b> 118:10 <b>messages</b> 49:14 62:9, 16 63:19 64:3, 10 <b>met</b> 56:14 90:9 119:10 125:9
---	--	---	--	---

**methods** 37:23  
41:23 43:17  
50:18 84:20  
**metric** 97:12, 13  
**metrics** 43:7  
**Metrolinx**  
122:16 123:15  
**Michael** 36:24  
134:19  
**middle** 41:5  
118:11  
**milestone** 95:15,  
17 96:1, 3, 7, 10,  
13, 16, 17, 19  
97:2, 3, 10, 20  
98:1 99:22  
100:4, 5, 8  
101:17 102:7,  
17, 19 103:16,  
20 104:3  
**milestones** 95:8,  
10, 23 104:2  
119:23  
**million** 100:7  
103:12 109:5  
111:25 112:3, 5,  
9, 11, 12, 13, 15,  
20, 21 113:5, 19,  
23 114:10  
**mind** 49:10  
70:16 111:13, 14  
**minds** 39:19  
48:19 130:16  
**mine** 64:20  
**ministerial** 99:19  
**Ministry** 36:10  
37:4  
**minor** 52:19, 20,  
25 53:13, 15, 18,  
23 54:2, 24  
55:7, 23 56:20,  
22 57:12, 21  
95:19 126:7  
**misaligned**  
93:21  
**mismatch** 91:24  
**misunderstood**  
68:21  
**mitigate** 84:21  
132:22  
**mix** 10:5  
**mobility** 108:8,  
14 109:2, 4, 10,  
19, 21

**mobilized** 45:8  
**model** 74:9  
**modeled** 21:25  
**modelled** 58:17  
**moments** 76:12  
**Monday** 133:8, 9  
**money** 33:11,  
14 105:8 113:1  
**monitor** 79:5  
**monitoring** 78:2  
134:11  
**monitors** 41:20  
44:12, 14  
**month** 30:21  
41:1 43:9, 10  
133:13  
**monthly** 30:1, 7,  
13, 19 31:18, 20,  
22, 23 35:22  
46:17, 18 65:12  
76:14, 25 77:9,  
24 78:1, 5 79:9  
104:10 134:20  
**months** 8:21  
10:17 17:18  
38:7 42:6  
43:10, 12 46:6  
52:10 55:16  
69:22 76:22, 23  
78:23 81:9  
90:17 91:5  
119:6, 14 129:3,  
5, 23  
**monumental**  
123:25  
**Morgan** 36:24  
**morning** 6:11  
73:6 131:1  
**Moul** 17:10  
**move** 24:11  
36:2 38:18  
40:1, 4 57:22  
58:5 92:25  
133:22  
**moved** 25:6  
103:3 118:18  
**moving** 104:25  
117:18  
**municipal** 18:11  
19:9  
**musts** 124:19  
125:7 130:7  
**< N >**  
**names** 12:22

**Nancy** 7:11, 17  
13:1 34:5  
**narrow** 22:10  
**nature** 116:7  
**navigate** 28:15  
32:17  
**NC** 51:17  
**NCC** 126:8, 12,  
25  
**NCR** 50:15  
51:4 52:25  
53:9 55:3  
**NCRs** 51:1, 21  
52:6, 14, 17, 18,  
20, 21  
**near** 45:7, 17,  
25 118:11  
**necessarily**  
31:15 50:22  
117:19  
**needed** 9:13  
15:25 20:1, 9  
22:12 23:19, 21  
24:11 25:3  
26:1, 14 53:15  
55:1, 2 56:13  
60:5 65:18  
67:23 84:21  
88:14 96:2  
98:13 99:18, 19  
113:2 117:18  
124:10 126:17,  
22 129:25  
**needing** 72:6  
**needs** 6:6  
128:4  
**negotiated**  
71:25 72:23  
126:10  
**negotiating**  
71:15, 16 72:8  
**negotiations**  
71:18 73:2  
**new** 10:18  
76:23 97:25  
113:16 117:3  
**non** 28:18  
127:20  
**noncompliances**  
44:19  
**noncompliant**  
28:17, 19 86:12  
**nonconformance**  
50:23 51:5, 23

53:18 54:1  
56:13 127:18,  
24 128:1  
**nonconformance**  
**s** 43:14 50:15  
51:1 53:23  
127:9, 22  
**nonconforming**  
128:2  
**non-technical**  
50:1  
**non-**  
**typographical**  
5:11  
**normal** 98:22  
99:11 127:12  
**normally** 88:19  
**noted** 3:16  
86:6, 25 87:12,  
22 88:6, 10  
**notes** 136:13  
**notice** 69:12, 13  
70:2, 12, 14  
72:6 114:20  
**notices** 58:18  
70:5, 22 71:16,  
19, 23 72:1, 11,  
12 113:25  
114:6, 9, 12, 18  
**notion** 118:14  
**November**  
118:23, 24  
**number** 7:21  
8:19 9:12 10:5,  
22 18:14 21:4  
29:3 32:3, 4  
43:11, 14 46:23  
47:24 51:17, 19,  
21 52:14, 18  
59:6 67:2  
71:16 76:22  
86:11 89:4  
99:9 114:9  
115:23 118:19  
129:23 130:13  
**< O >**  
**object** 6:4  
**objected** 5:15  
**obligated** 124:21  
**observation**  
50:25  
**observations**  
51:2  
**observe** 116:6

**observed** 116:4  
117:8  
**observing** 79:16  
**obtain** 4:9  
101:9  
**obtaining** 98:8  
**OC** 19:14  
27:21 113:1  
134:15  
**occasions** 68:5  
**occur** 58:14  
97:15 98:16, 17  
**occurred** 71:20  
78:22 108:19  
**occurring** 14:25  
79:13  
**o'clock** 133:8, 9  
**October** 129:7  
**odds** 93:7  
132:2  
**office** 7:13, 18,  
19 8:24 9:5  
10:4 31:7  
32:18 34:25  
64:16 91:21  
112:21 125:2  
134:7  
**offset** 33:11  
**OI** 21:15  
**OLRTC** 30:14  
35:22 37:15, 19,  
21, 22 42:7  
44:7, 24 45:19  
52:6 54:7, 20  
57:5, 13, 20  
59:9 60:4, 24  
61:19, 22 62:5,  
8, 25 64:3, 11,  
22 72:24 73:12,  
22 74:25 79:23  
89:16 90:13  
94:8 96:19  
101:1, 4, 10  
107:11 116:20  
124:21 129:20  
130:6 134:8  
**OLRTC's** 44:8  
45:15 124:7  
**ones** 10:2 66:3  
123:10  
**one-year** 7:13,  
14 8:8 19:18  
**ongoing** 78:5  
129:14  
**Ontario** 85:2

**open** 38:17  
83:14 133:7, 11  
**opened** 133:10,  
11, 14  
**operational** 28:3  
**opined** 122:19  
**opinion** 91:4  
**opportunity** 5:7  
31:5 36:14, 16  
37:22 80:16, 21  
84:15 134:24  
**opposed** 104:2  
108:5 128:15  
**opposite** 115:23  
**option** 88:1, 8  
**options** 75:16  
86:5  
**order** 4:21  
53:2 69:15  
70:17 71:11  
83:3 95:20  
96:2 97:1  
104:24 105:1  
126:19 127:9  
**organization**  
73:19 116:21  
**organizational**  
9:9 10:19  
**organizations**  
24:2  
**original** 93:10  
98:14 129:5  
**other's** 92:15  
115:21  
**O-train** 18:17,  
18, 21  
**OTTAWA** 1:6, 7  
2:6 4:5 7:10  
40:24, 25 133:16  
**Ottawa's** 7:6  
**outcome** 11:17  
**outcomes** 7:21,  
22  
**outline** 124:3  
**outlined** 12:2  
20:12  
**outlines** 65:23  
66:19  
**outreach** 25:12  
**outset** 11:4  
**outside** 69:2  
71:7, 13 84:17  
112:17, 18, 22  
123:5

**outstanding**  
20:2 52:13, 14  
55:3 126:3  
127:7  
**overall** 80:4  
**overarching**  
66:14 81:2  
**overlap** 33:18  
**oversee** 8:5  
**overseeing**  
27:10 107:1  
**oversight** 13:15  
28:7 64:9 134:6  
**overstaying**  
108:17  
**overview** 14:1  
**owed** 108:11  
109:3  
**owns** 17:13  
  
< P >  
**p.m** 4:1 133:11  
**P3** 18:2, 8  
21:16 60:6  
123:17 131:18  
**PA** 21:14 22:12  
38:15 46:7, 12  
48:13 50:23  
53:8, 20 54:17  
65:23 66:19  
68:2 69:14  
70:17 77:23  
83:4, 18, 20  
86:12 87:4, 5,  
14, 15, 23 88:4  
93:10 95:18, 23  
107:13, 23  
108:15 109:11  
119:10 124:5, 9,  
11, 20 128:2, 4,  
24 130:2  
**package** 13:15  
27:24  
**page/line** 3:17  
**paid** 65:22  
96:3 112:1  
**paper** 114:24  
**paperwork**  
95:20  
**Paquette** 41:4  
42:22, 24  
**parceled** 13:17  
**Pardon** 104:17  
112:24

**part** 13:14 15:6  
19:3 27:25  
32:12 33:7  
35:22 40:19  
50:8, 13 52:15  
58:12 73:2  
74:4 96:18, 20  
100:18 109:16,  
22 115:19  
121:2 128:10  
131:3, 11, 22  
134:18  
**participants**  
1:15 2:5 5:4,  
10 34:6  
**participate** 85:7  
**particular** 7:23  
8:23 12:5, 6  
18:7 25:14  
27:17, 20 28:1  
35:10 38:13  
42:8, 25 47:6  
51:8, 14 61:11  
63:14 66:6, 22,  
24 78:10 80:5  
81:23 86:14, 17  
88:18 90:14  
96:16 97:3, 19  
98:19 100:23  
101:10 107:1  
120:6 125:25  
126:5, 16 130:12  
**particularly**  
10:2 15:16  
43:16 61:5  
74:10 118:11  
133:16  
**parties** 38:9, 18  
48:18 51:22  
52:3 54:6 55:8,  
10 56:21, 24  
57:1 58:5 68:6,  
24 69:8 71:6,  
12 72:5 81:25  
92:15 114:5, 16  
119:8 124:16  
127:4 129:13,  
19 130:16  
**partner** 33:6  
103:21 104:14,  
20 132:16  
**partners** 96:25  
97:22 98:9  
**part-time** 14:24

**party** 57:16  
**Paul** 73:14, 17  
**pause** 6:7  
**pay** 73:1  
102:17, 23  
103:9, 13  
104:24 105:4, 5  
**paying** 105:7  
107:12  
**payment** 95:15,  
20 96:3, 7, 20  
97:2, 20, 22  
98:1 100:4, 8,  
11 102:20  
104:20 109:22  
**payments** 96:1,  
13, 19 100:5  
102:17 103:16,  
20 104:4 109:9  
119:22 134:20  
**penny** 105:4  
**People** 14:10  
64:14 65:4  
121:10 133:22  
**people's** 14:7  
**percent** 13:10  
97:6, 7, 8  
103:14 106:23  
**performance**  
78:9, 14  
**performed**  
104:2, 10  
**performing**  
26:22 48:12  
**period** 77:15  
81:8 105:6  
108:20 120:21  
126:14  
**perjury** 6:1  
**permanent** 9:2  
**permits** 4:15  
36:13  
**person** 5:20  
12:24 16:12, 22  
38:2 40:15  
41:14 63:8, 10,  
14 74:11, 12  
87:2 116:25  
122:7  
**personality**  
39:11, 16 74:5,  
23, 24 75:2, 6  
**personally** 126:4  
**personnel** 24:2  
**person's** 116:3

**perspective**  
38:24 39:24  
43:15 44:21  
47:6 57:2  
110:21 111:9  
122:21 124:7,  
16 132:18  
**pertains** 40:7  
**Peter** 26:6, 7  
73:25 124:22  
**phases** 123:22  
**piece** 100:10  
**pieces** 27:15  
30:17 77:5  
119:6  
**Pitfield** 63:15  
**place** 5:25  
15:19 19:23  
21:12 22:24  
116:3 130:18  
**placement** 57:12  
**plan** 6:8 27:12  
30:3 41:18  
42:5, 8, 14, 24  
45:2 50:19  
58:11, 23 59:2,  
4, 11, 15, 18, 22  
60:1, 3, 8, 13, 16,  
22 62:14 67:21,  
22 76:15, 18  
92:23  
**planned** 44:2  
**plans** 11:19  
13:7 19:22  
20:3 21:5, 12,  
25 22:17, 23  
25:1, 2 37:17  
41:22 43:4, 5  
45:6, 15, 16, 18,  
21, 22, 23 46:11  
58:13 59:7, 8  
60:4, 6, 12, 18,  
20, 23 61:2, 3,  
10, 24 62:24  
91:10  
**play** 129:22  
**point** 6:6 12:18  
14:2 16:3  
19:13 33:14  
53:19 57:8, 25  
62:18, 25 63:23  
111:13, 14  
119:12 129:12  
**points** 132:5

**pop** 120:14  
**portfolio** 19:14  
**portion** 107:11  
**position** 33:4  
37:10 39:21  
58:1 66:6 82:4  
84:12 92:16  
98:16 115:21  
**positive** 11:17  
**possession**  
81:15  
**possible** 94:11  
109:19  
**posted** 4:23  
17:14  
**post-RSA**  
126:14  
**potential** 33:6  
48:21 65:14  
72:11 75:17  
89:18, 20 90:8  
114:9  
**potentially**  
33:11 42:21  
43:17 44:19  
115:1  
**preliminary**  
7:16 14:18  
17:17 40:21  
122:9  
**prepare** 75:17  
**preparing** 62:24  
**PRESENT** 2:12  
35:25 46:20  
**presentation**  
16:5  
**presentations**  
92:21  
**presented**  
10:12 13:18  
16:6 22:3, 13,  
14 35:16  
**presenters**  
136:9  
**pretty** 13:10  
112:4  
**prevent** 131:8  
**previously** 90:5  
**primary** 16:4  
**principles** 66:14,  
16, 18  
**Prior** 17:23  
19:17 21:11  
22:22 27:1, 6

52:11 56:8  
100:1 129:5  
**priorities** 58:19  
**private** 33:6  
103:21 104:14,  
20  
**privy** 110:22  
**problem** 23:7  
**problems** 22:20  
**procedural** 4:21  
**procedures**  
60:12  
**proceed** 43:1  
**proceedings**  
5:19, 24 136:6  
**process** 16:2  
39:5 54:11  
64:12 65:23, 24  
67:2 69:9, 18  
88:5, 13 89:15  
95:20 97:20  
114:17 118:6,  
12 125:14, 18  
**processes** 14:7,  
11  
**processing**  
15:18  
**procurement**  
7:16 8:2 14:18  
17:17 40:21  
122:9  
**produce** 92:12,  
13  
**produced** 3:10,  
16 9:20, 21  
92:14  
**product** 25:12  
35:1  
**productivity**  
119:5  
**products** 11:23  
12:6  
**professional**  
7:4 40:17  
115:20 118:8  
**program** 27:14,  
15, 25 29:10  
37:24  
**progress** 78:14,  
17 93:24 94:3,  
5, 16  
**progressed**  
95:24  
**project** 7:7, 13,  
18 8:10, 15, 18

9:5 10:15, 22  
11:3, 18, 20  
13:3, 4, 7, 24, 25  
14:2, 14, 16  
15:2, 11 17:23  
18:2, 7 19:19,  
23 20:2, 3, 24  
21:1, 5, 9, 13, 19,  
20, 21, 23, 24, 25  
22:1, 5, 17, 23  
23:1, 10, 12  
24:1, 17, 19  
25:1, 2, 14 26:8,  
13 27:5, 10, 18  
28:12 30:2, 4,  
11, 24 31:6  
32:7 33:16  
35:1, 11, 16, 24  
36:2, 3 37:13  
38:3, 4, 6, 13  
40:20, 23 41:17,  
20 42:13 44:3,  
6, 16, 20 47:5  
50:2 51:15, 19,  
22 54:3, 5, 19  
56:3, 15 58:13,  
15 59:6, 8 60:5,  
6, 8, 9 61:4, 22  
62:4, 18, 21  
64:11, 14, 15  
65:8, 11 67:3,  
11, 13, 15, 16  
68:2, 3, 8 69:3,  
20 71:8, 14  
74:11, 14 75:6,  
18, 20, 22 76:4,  
5, 13 78:6  
84:11, 17 86:1  
89:20 90:20  
93:24 94:4, 5,  
15, 16 95:24  
96:9, 10 98:2  
99:1 100:17  
101:13 104:5,  
12, 15 105:1, 4  
108:10 110:1  
111:23 112:7,  
16, 17 114:1  
115:6, 12  
116:15, 22  
117:1, 18  
120:14, 21  
121:8 122:4  
123:19, 23  
125:20, 21

126:1, 7 127:14  
128:21 129:2,  
17 131:13  
133:2, 17, 18, 21  
**Projectco's** 47:6  
**projected** 91:24  
93:15  
**projects** 8:19  
10:23 21:15  
60:24, 25  
123:17 131:18,  
20  
**promise** 81:5  
**promised**  
134:23  
**proper** 15:19  
25:1  
**properly** 7:19  
8:25 11:12, 13  
13:7  
**property** 112:20  
126:9, 11  
**proponents**  
132:15  
**proposed** 98:20  
101:4  
**prosecution**  
5:25  
**protected**  
131:14  
**protocols** 20:17  
**provide** 28:23  
30:16 31:5, 9  
35:23 61:23  
77:24 83:8  
92:17  
**provided** 18:20  
29:12 40:22  
66:12 76:13, 14,  
24 81:6 85:12,  
17 88:22 89:12  
92:5 95:23  
106:25 108:24  
113:1  
**provides** 19:10  
**providing** 19:15  
21:8 29:19 79:9  
**provincial** 96:24,  
25 98:9  
**provision** 69:7  
**provisions** 68:7  
69:1, 3 71:7  
107:4  
**PSOS** 28:22

**Public** 4:5, 10,  
20, 24 5:14  
19:11 25:19  
27:1, 6 48:4  
61:24 62:3  
64:5, 6, 10  
90:25 91:11, 14  
125:23  
**pulled** 126:22  
**purchase** 113:16  
**purpose** 4:8  
32:14  
**purposes** 7:20  
10:14  
**Pursuant** 5:13  
12:3 67:10  
95:18  
**put** 12:18, 22  
18:21 19:22  
33:10 45:18  
57:19, 20 77:5  
99:1, 22 100:22  
**putting** 133:23  
  
< Q >  
**Q1** 118:20, 22  
**Q2** 118:21  
119:2, 3  
**QA** 37:16  
**QC** 37:16  
**quality** 8:3  
14:24 15:3, 4  
28:19 29:11  
37:13, 17, 25  
38:2, 11, 19  
39:12, 23 40:7,  
16, 22 42:5  
48:14 73:17  
74:5, 12  
**quantum** 66:25  
67:5, 7 72:22  
107:24 108:23  
109:17  
**quarterly** 104:11  
**Queen** 10:24  
96:9 98:25  
99:1 100:9, 12  
102:4  
**question** 5:16  
6:4 22:10  
51:18 52:1  
62:22 63:14  
66:24 68:21, 22  
69:10 70:6, 16,  
21 72:14, 21

73:4, 22 78:5  
79:7 88:19  
92:2 93:1  
113:20 117:5  
127:1 134:17  
**questions** 3:11  
4:14, 16 16:10  
22:19 39:3, 6  
42:12 98:22  
99:10 119:18  
134:3, 25 135:2,  
8  
**quickly** 94:11  
119:16  
**quite** 12:7  
33:17 41:19  
43:6, 13 74:13  
131:5  
  
< R >  
**RAID** 34:20  
35:1, 10  
**RAIL** 1:6 4:5  
7:6, 13 17:24  
18:4, 6 21:18  
27:14  
**raise** 52:7  
**raised** 22:7  
48:20 50:7, 12,  
16, 25 51:21, 22,  
23 52:6 53:9  
80:5, 11 98:19  
**raising** 56:1  
**RAMP** 27:14, 25  
28:2 46:16  
55:18 80:14  
92:9, 10  
**ran** 41:18  
**rapport** 116:24  
**rationale** 92:18  
**reach** 84:15  
**reached** 85:9  
128:19  
**reaching** 58:3  
**readily** 49:18  
**readiness** 96:7  
98:24 99:22  
100:11 101:17  
102:22 134:13  
**reading** 114:23  
**real** 33:9, 10  
**realignment**  
63:4, 5  
**realized** 129:24

**really** 63:24  
73:23 81:23  
120:14 123:22  
132:4  
**realm** 71:17  
91:3  
**realms** 71:13  
**reason** 60:19  
68:10 76:24  
77:7 83:18  
84:19, 22, 23  
101:2 131:23  
**reasonable**  
38:21 49:12, 13  
**reasons** 69:17  
70:18, 19, 25  
71:2, 4  
**recall** 47:18  
48:1 50:11  
51:11, 13, 16  
52:14 57:10  
79:19 80:3, 6, 7  
81:3 83:6, 12  
89:1 99:23  
106:9 111:20  
120:7  
**receipt** 70:1  
**receivable** 5:22  
**receive** 46:25  
77:14 97:13  
125:15 126:24  
**received** 6:13  
20:21 66:4  
81:19 88:24  
122:16 124:4  
126:21  
**receiving** 65:10  
79:3  
**RECESS** 73:9  
**recognize** 6:18  
**recommendation**  
131:10 132:20  
**recommendation**  
**s** 9:13 131:7, 9  
132:20  
**reconstruction**  
96:9  
**record** 135:9  
**recorded** 136:11  
**recording** 6:8  
**records** 99:25  
106:16  
**recover** 77:4  
**red** 80:19  
**reduce** 24:19

**reduced** 109:6,  
10  
**reduction**  
109:22  
**refer** 21:14  
**reference** 8:14  
11:24 13:19  
20:10 34:19  
54:2  
**referenced** 24:7  
**referring** 37:2  
45:17 52:3  
69:25 84:25  
**reflecting** 56:7  
81:14  
**reflection** 104:1  
**refresh** 106:17  
**refused** 3:11  
**regard** 77:11  
**regarding** 24:7  
**regardless**  
131:18  
**register** 32:13,  
15, 25 35:7, 13  
75:21  
**reject** 26:20  
**rejected** 22:15  
26:11 81:12  
85:23 86:7, 10,  
25 87:5 88:6,  
12, 16, 23  
**rejecting** 88:10  
**relate** 35:7  
**related** 8:12  
10:3 40:12  
61:5 75:19  
85:3 116:11  
134:13  
**relates** 7:5  
87:22 96:6  
**relation** 18:2  
**relationship**  
93:16 94:19, 21  
115:5, 11, 16, 18,  
25 116:7, 13  
134:16  
**relative** 36:12  
53:20 68:4  
78:9, 14 79:19  
82:24 87:14  
89:24, 25 90:14  
93:7 101:21  
107:21 108:7, 8  
111:5, 6 115:15  
117:18

**reliability** 53:16  
119:11  
**reliable** 53:7  
**relied** 41:19  
**relief** 83:23  
84:13  
**remain** 65:5  
**remaining** 8:25  
24:13, 14  
**remember** 9:15  
13:5, 8 17:6, 11  
28:2 45:22  
47:9, 23 49:23,  
24 50:6 51:7  
57:15, 16 59:12  
81:17 82:6  
85:16 98:18  
109:8 114:23  
133:1, 4  
**remind** 69:19  
**remotely** 1:15  
**remove** 36:17  
**removed** 56:2  
102:14  
**reorganize** 8:24  
**repeat** 27:3  
68:22 70:5  
92:2 115:9  
**rephrase** 23:8  
**replaced** 26:6  
53:15  
**report** 8:15 9:6,  
8, 16, 19 12:4  
20:14 30:14  
38:2 41:23  
42:21 44:17  
51:5 63:10  
106:24 110:25  
120:3, 7, 9 121:5  
**reported** 38:5  
**Reporter** 14:9  
18:16 29:15  
105:20 136:4, 21  
**REPORTER'S**  
136:1  
**reporting** 34:12  
63:16 65:9  
**reports** 28:2  
**representative**  
46:20  
**representatives**  
89:15  
**represented**  
79:24

**representing**  
57:2  
**represents**  
103:5  
**reputation**  
132:23  
**reputational**  
131:16  
**request** 42:1  
65:21 67:15  
86:13 107:10  
109:25 113:8, 17  
**requested** 36:13  
**requests** 36:5  
110:6, 13, 14  
**required** 6:2  
39:14 45:12  
46:7, 12 75:12  
97:25 98:2  
105:2 113:11  
127:3  
**requirement**  
52:16 59:22  
83:20 102:13  
126:10, 23  
**requirements**  
53:8, 21 56:15  
63:12 66:20, 21  
74:15 87:23  
95:18 106:11  
119:10 124:9,  
25 125:4  
127:10 130:3  
134:19  
**rereview** 87:10  
**resolution**  
65:19, 24 71:12  
114:17 128:14  
**resolve** 65:17  
72:2  
**resolved** 67:6  
71:19 72:5  
**resource** 14:5  
29:6 90:4  
**resources** 42:3,  
9 49:7 80:25  
**respect** 12:15  
22:4 28:5, 13  
29:23, 24 42:24  
44:23 48:19  
61:8 62:7  
66:12 67:8  
75:8 97:4  
113:25 116:25

<p><b>respected</b> 115:21 <b>respectful</b> 118:7 <b>respective</b> 97:1 <b>responding</b> 23:22 73:3 <b>response</b> 23:2, 12 46:10 79:15 81:3 109:24 <b>responses</b> 80:12 <b>responsibilities</b> 8:13 10:4 14:2 <b>responsibility</b> 10:10 14:23 61:13 63:2 87:3 91:3 <b>responsible</b> 35:2 37:15 38:3 74:14 124:25 <b>rest</b> 125:13 127:12 <b>resubmit</b> 86:3 88:15, 18 <b>result</b> 9:6 24:23 51:9 75:11 84:13 101:22 107:20 108:16 111:17 113:3, 11 134:21 <b>results</b> 105:24 <b>RESUME</b> 73:10 <b>retained</b> 15:3 <b>retired</b> 56:3 <b>revenue</b> 27:1, 6, 13, 16 46:3 48:4 52:11 69:6, 15, 25 70:8, 18 125:23 129:6 134:10 <b>review</b> 5:8 7:17, 21 8:8 9:4 10:9 12:8 15:9 20:18 31:24 32:2 33:19, 22, 24 34:11 35:17, 19 54:22 62:9 86:3 87:3 <b>reviewed</b> 86:6, 24, 25 87:8, 12, 13, 21 88:5 <b>reviewing</b> 88:9, 10</p>	<p><b>reviews</b> 119:25 <b>Reynolds</b> 2:8 <b>Richard</b> 8:20 10:21 31:3 32:4 45:6, 7 48:8 89:23 <b>Richard's</b> 31:16 35:12 47:11 48:7, 10 64:17 125:4 <b>Rideau</b> 101:23 <b>rights</b> 26:22 <b>risk</b> 8:3 14:19 15:8 16:13, 25 17:4 29:10, 18, 23 30:1, 2, 4, 6, 9, 10 31:18, 21, 22, 23, 24 32:1, 6, 7, 8, 10, 12, 13, 15, 17, 22, 25 33:1, 4, 7, 10, 11, 15, 19, 22, 24 34:11, 18, 20 35:7, 10, 13, 15, 17, 19, 20 36:3, 7 60:10 75:8, 12, 21, 25 76:1 131:16 <b>risk-based</b> 44:10, 15 <b>risks</b> 32:4, 5, 24 33:8 35:25 75:17 89:18, 20, 21 <b>road</b> 36:12 108:18 <b>roadblocks</b> 36:18 <b>robust</b> 27:12 37:24 <b>role</b> 9:3 15:15 17:8 20:12 56:18 98:6 110:2, 7, 17 122:3 <b>roles</b> 8:13 10:3, 10 11:12 16:4 19:3 <b>roll</b> 56:20 <b>Rosemary</b> 63:15 <b>Rosemary's</b> 64:19 <b>routine</b> 44:2 <b>RSA</b> 59:23 69:22 81:14</p>	<p>82:5 83:4 85:13 86:16 88:25 90:8 93:8, 11 100:6 107:13 108:14 109:6, 10, 13, 22 125:1 <b>RTG</b> 23:2, 13 26:3, 5, 7 30:9, 14 32:8 33:1 35:18, 22 36:6 37:15, 20 42:7 43:1 44:7 46:20 48:20 52:4 54:7 57:13, 20 66:15 67:18 73:12, 23 74:25 76:12 78:1 79:3, 8, 23 82:21 83:2, 22 85:12 89:12, 16 90:13 91:23 92:4, 5 93:16 94:19 96:19 97:22 107:10, 12, 20 109:20, 25 110:4, 16 115:5, 11 124:22, 23 129:9, 19 <b>RTG's</b> 22:3, 7 23:12 91:6 97:23 98:1 105:11 110:2, 7 <b>RTM</b> 134:7, 13, 16 <b>Rules</b> 40:6 <b>run</b> 33:14 <b>running</b> 121:12, 21 <b>Rupert</b> 117:2, 3, 9  &lt; S &gt; <b>safe</b> 53:4, 7 <b>safety</b> 53:16 119:11 <b>sat</b> 56:9 112:18, 21 <b>save</b> 126:7 <b>scaping</b> 100:13 <b>scenario</b> 58:8 <b>scenarios</b> 115:24 130:25</p>	<p><b>schedule</b> 8:3 14:21 17:4 24:16 25:16 27:23 29:11, 24 30:1, 2, 18 31:15 38:14 39:21 60:11 61:16 62:19 76:13, 14, 21, 23, 25 78:1, 2, 8, 10, 11, 15, 18, 25 79:3, 5, 9, 11, 15 80:2, 12, 17, 23 81:5, 11, 12, 17 84:22 85:12, 17, 23 86:3, 4, 8, 9, 16 87:24 88:11, 16, 21, 24 89:5, 12, 17 90:2, 14 91:6, 24 92:5, 19 94:18 111:7 <b>scheduled</b> 54:16 124:2, 13 <b>scheduler</b> 17:11, 16 <b>schedules</b> 22:18 30:13, 15 46:24 77:12, 14, 17, 24 86:12 <b>scheduling</b> 17:1, 7 30:12 76:11 101:3 110:20, 23 <b>Schepers</b> 7:11 9:5 34:5 <b>scope</b> 101:10 <b>screaming</b> 118:1 <b>scroll</b> 6:15 <b>se</b> 75:7 103:16 <b>section</b> 5:13 6:2, 5 <b>secure</b> 41:3 <b>seek</b> 65:18 89:22 113:9 <b>seeking</b> 62:24 64:11 <b>seeks</b> 14:9 18:16 29:15 105:20 <b>SEMP</b> 59:7, 13, 14, 17, 21 <b>send</b> 64:22 <b>senior</b> 91:20 <b>sense</b> 6:15 69:3 101:9</p>	<p>106:19 120:9, 10 123:7, 11 <b>separate</b> 100:17 113:15 126:9, 10 <b>September</b> 46:4 113:4 118:22 129:7 <b>serves</b> 12:21 109:15 118:20 <b>service</b> 15:20 18:18 27:1, 6, 13, 16 46:3, 5 48:4 52:12 69:6, 15 70:1, 8, 18 119:12 125:23 129:6 134:10, 20, 22 <b>services</b> 7:24 18:10, 25 19:5, 9, 15 36:11 40:22 100:18 101:1 <b>set</b> 20:7 27:13 33:2 58:18 66:13 111:22 136:7 <b>settle</b> 114:8 <b>settled</b> 68:12 72:10 <b>setup</b> 11:13 <b>sewer</b> 19:11 <b>shalls</b> 54:19, 22 55:6, 23 56:11, 20 124:19 125:7 130:7 <b>share</b> 6:12 <b>shared</b> 5:3, 9 42:25 62:10 <b>sharing</b> 6:24 <b>sheet</b> 69:7, 24 70:9, 12 71:1, 9 109:13, 16, 18 119:9 <b>sheets</b> 54:16 124:14 <b>shop</b> 11:15 <b>short</b> 65:7 89:13 106:2 <b>shortcomings</b> 92:24 <b>shorthand</b> 136:13 <b>Shortly</b> 17:9 63:4 69:22</p>
--	--	---	---	--

<p>120:4, 11 <b>short-term</b> 97:24 <b>should've</b> 56:1 <b>show</b> 6:12 130:1 <b>showcase</b> 25:13 <b>showed</b> 124:14 <b>side</b> 23:18 25:5 28:19 30:12 45:14 47:10 86:10 89:23 94:22 106:12, 13 132:10, 12 <b>sides</b> 115:23 <b>sign</b> 56:14 58:2 62:9 <b>significant</b> 52:17 104:6, 8 <b>similar</b> 131:8 <b>simple</b> 59:1 134:14 <b>simply</b> 118:9 <b>Sims</b> 2:14 <b>Simulik</b> 105:18, 22 <b>Singleton</b> 2:7 <b>sinkhole</b> 22:22 76:20 77:4 78:13, 21 79:22 81:10 83:24 84:14, 17, 20 85:3 91:15, 17 96:8 97:6 101:23 111:5 115:3 120:15 <b>sinkhole-related</b> 114:6 115:2 <b>siphon</b> 30:15 <b>sit</b> 112:17 <b>site</b> 44:13, 14 45:8 104:2 <b>size</b> 131:20 <b>slight</b> 97:19 <b>slip</b> 82:13 <b>slippage</b> 79:4, 11, 13, 15, 21 80:2, 22 <b>slow</b> 6:17 <b>sod</b> 53:14 <b>software</b> 40:11 <b>solemn</b> 4:9 <b>solid</b> 19:11 66:6</p>	<p><b>somebody</b> 9:9 15:25 130:6 <b>somewhat</b> 22:23 <b>sorry</b> 14:10 18:24 23:4, 6 27:2, 7 28:18 33:21 41:9 42:16 50:9 59:4 67:23 70:5 73:22 74:3, 7, 18, 21 77:20 87:17, 18 92:1, 9 94:13 106:21 107:6 112:12, 23 114:8 115:8 123:8, 9 125:6, 12 127:21 133:3 <b>sort</b> 8:24 9:13 10:8 12:2 16:1 19:7 21:18 25:6 27:22 45:8 49:10 64:17 70:15 87:6, 8 95:13 96:23 <b>sounds</b> 11:9 67:12 <b>sparked</b> 49:22 <b>speak</b> 19:21 22:8 28:1, 4 32:5 35:16 48:8, 16 70:19, 25 86:9 89:16 90:19 91:2 95:4 97:12 111:21 114:2 115:4, 10, 14, 24 116:4 123:18 <b>speaks</b> 20:23 <b>specific</b> 7:15 8:7 9:24 11:20 13:9 44:6 52:12 59:18 61:10 80:12 82:20 98:19 111:24 117:23 128:16 129:11 131:9 <b>specifically</b> 21:16 80:4 <b>specifics</b> 83:9 <b>speculate</b> 21:11 48:9 <b>spell</b> 53:20</p>	<p><b>spent</b> 49:7 103:12 <b>split</b> 125:8 <b>spoke</b> 58:1 67:22, 23 75:10 117:21 119:21 <b>spoken</b> 111:9 <b>spread</b> 125:5 <b>spreadsheet</b> 130:8 <b>spun</b> 11:22 12:1 <b>staff</b> 10:6, 12 16:1, 22 122:7 <b>Stage</b> 7:6 14:18 18:19 19:19 63:5, 6, 10, 11 72:6 96:14 103:2, 17, 21 104:8 105:17 119:22, 25 120:4 121:1, 3, 6, 7 122:8 130:24 133:19 134:19 <b>stakeholder</b> 7:25 8:17 24:8 63:1, 8, 16 <b>stakeholders</b> 61:11 <b>stand</b> 106:22 114:6 <b>stand-alone</b> 13:13, 16 <b>standards</b> 134:22 <b>standing</b> 13:19, 20 <b>stands</b> 59:10 <b>standstill</b> 114:5 <b>start</b> 42:9 46:18 73:14 <b>started</b> 6:10 15:2 17:18 41:1 54:8, 11 59:24 81:23 82:2 114:13, 14 119:4 120:14 129:4 130:20 <b>startup</b> 113:1 <b>statement</b> 22:10 <b>statements</b> 136:9</p>	<p><b>station</b> 43:20, 21, 23 78:19, 20 80:5 97:17 <b>stations</b> 101:22 102:1 <b>status</b> 35:23, 24 62:3 65:13 <b>stay</b> 8:9 9:2 13:25 <b>stayed</b> 122:10 134:18 <b>steadfast</b> 84:12 <b>steadfastly</b> 124:9 <b>steering</b> 11:25 13:21 15:14 16:8 32:19 33:13 34:15 85:6 122:6, 11, 24 123:5 <b>Stenographer/Tra nscriptionist</b> 2:13 <b>step</b> 88:12 <b>stepped</b> 110:21 <b>stepping</b> 69:2 111:18 <b>steps</b> 88:23 <b>Steve</b> 8:20 10:19 36:23, 25 46:23 85:8 115:14 <b>stick</b> 81:5 <b>stickhandled</b> 95:14 <b>stood</b> 57:17 <b>stop</b> 6:24 <b>straight</b> 97:14 <b>Street</b> 10:24 96:9 98:25 99:1 100:9, 12, 13 101:23 102:4 <b>streets</b> 99:6 100:21 <b>strongly</b> 58:1 <b>structure</b> 22:4 23:2, 13, 16 <b>structured</b> 29:9 88:4 <b>stuff</b> 16:23 19:10 20:6 32:20 33:9 62:13 64:1 82:19 <b>sub</b> 60:18 61:3</p>	<p><b>subcontractors</b> 22:8 23:3, 13 26:3, 5 <b>subject</b> 10:5 42:14 52:13 65:3 89:24 92:22 <b>submission</b> 45:15 59:9 87:24 <b>submissions</b> 46:22 <b>submit</b> 30:14, 16 60:5 88:17 <b>submittal</b> 130:12, 13 <b>submittals</b> 86:5 <b>submitted</b> 22:18 26:7 47:11 62:13 86:10, 15 87:2 88:15 <b>submitting</b> 124:25 <b>subs</b> 39:23 44:9 94:15 <b>subsequent</b> 93:4 <b>substantial</b> 47:20 48:3 52:16, 22 53:3, 22 54:9 56:14 58:3 59:23 90:8 96:12 100:1, 3, 6 102:8 108:14 109:7 125:1 127:10, 19 <b>substantially</b> 111:2 <b>successful</b> 101:13 <b>sufficient</b> 73:7 <b>suggest</b> 131:2, 10 <b>suited</b> 131:21 132:14 134:17 <b>sum</b> 105:5 <b>summary</b> 54:23 130:9 <b>supervision</b> 95:7 <b>supplier</b> 131:22 132:3, 15</p>
--	--	---	--	---

**suppliers** 37:20  
52:8 104:24  
**support** 15:17  
18:20, 25 22:1  
25:2 27:16  
29:12, 19 61:23  
82:16, 22 83:3,  
19, 21 95:15  
97:21  
**supported** 58:6,  
7, 17 98:15  
99:16  
**supporting**  
18:10 57:5  
**supposed** 21:3  
46:25 133:14  
**supposedly**  
60:25  
**surveillance**  
40:9, 10 41:15  
47:13 50:5  
**suspect** 132:7  
**Swail** 63:17  
**switched** 119:23  
**system** 40:10,  
11 41:16 47:14,  
19, 24, 25 48:2,  
4 51:3 53:5, 7,  
17 113:3, 12  
129:25  
**systems** 11:2  
40:13 45:21  
47:16 48:15  
50:4, 7, 12 51:8  
59:10, 22  
  
< T >  
**tailored** 23:10  
**talk** 65:13  
80:17 92:22  
**talked** 39:19  
58:13 125:7  
134:8  
**talking** 100:10  
128:20, 23  
**target** 102:18  
**task** 10:21  
21:2 54:16  
123:25 124:13  
**tasked** 9:25  
11:10  
**tasks** 24:7  
**taxpayers**  
131:15

**team** 4:8 15:7,  
8 16:25 19:4  
21:12 24:8  
30:4 31:16  
40:23 41:5  
45:7 47:2, 3, 11  
48:7, 10 64:3,  
16, 17, 19 89:4,  
11 91:19, 25  
93:2 100:18  
117:4 120:4  
121:25 125:3, 4  
**teams** 8:1, 17  
10:11 95:16  
116:12  
**Tech** 34:25  
**technical** 50:1  
106:11 107:7  
130:22  
**Technician** 2:14  
**template** 21:13,  
15  
**temporary** 7:13,  
14  
**tend** 5:17, 18  
**tender** 99:1  
**tense** 80:8  
**term** 24:18  
28:18 50:4  
69:7, 24 70:9,  
11, 25 71:9  
72:23 109:13,  
16, 18 119:9  
**terminology**  
127:17  
**terms** 8:13  
11:24 13:18  
20:10 82:21  
83:9 116:7  
119:8  
**test** 41:22  
50:19  
**testing** 11:2  
44:23 45:2, 3,  
18, 22  
**Tetrault** 73:14,  
17  
**Thanks** 119:20  
**theirs** 101:8  
**theoretical**  
109:17  
**theory** 102:21  
133:19  
**thing** 30:21  
38:23 49:9

56:1 94:24  
101:7 128:11  
**things** 14:22  
30:12 39:1  
46:25 47:10  
55:4, 18 80:18  
89:23 94:10  
101:5 116:5, 8  
118:14, 17  
119:4, 14  
120:22 127:17  
**thinking** 75:23  
**third-party**  
15:23, 24 30:5,  
6 34:24 60:14  
**thought** 24:13,  
24, 25 25:22, 23  
64:1 92:8 94:14  
**threshold** 112:4  
**tied** 69:25  
**time** 4:15 6:24  
8:23 9:1 14:12,  
20 16:24 22:20  
24:13 26:9  
32:11 42:6  
45:4 47:19  
48:6, 13 52:22  
53:19 55:15, 19  
63:9, 16 64:4, 5,  
8, 20 68:12, 22,  
24 69:11 70:6  
71:24 77:15  
78:8 79:2, 8  
81:8 91:4 93:1  
104:16 105:6, 7  
110:10 114:25  
116:6, 12  
120:15, 22  
121:17 124:23  
126:2, 14, 18  
129:12 133:3, 4,  
5 134:25 136:7,  
10  
**timeline** 118:19  
**timely** 38:21  
45:23  
**times** 66:3  
67:24 80:10  
86:8 118:19  
**timing** 10:17  
36:12 46:17  
114:2  
**title** 13:1  
105:23

**titles** 12:25  
13:8  
**today** 4:6  
106:15 135:8  
**today's** 4:8  
**told** 128:17  
**tool** 20:7 30:5,  
6 34:24 58:17  
75:21 111:17  
**toolkit** 76:2  
**tools** 14:7, 11  
15:19, 23, 25  
60:14 75:24  
76:2 111:10  
121:6  
**top** 43:7 44:1  
99:24  
**topic** 130:25  
**total** 33:15  
**totaling** 114:10  
**tough** 133:25  
**track** 78:8  
**tracked** 51:2  
**trades** 94:6, 9,  
10  
**traffic** 61:6, 8  
**trailer** 25:11  
**train** 27:23  
131:22  
**trajectory** 75:25  
**transcribed** 4:17  
**transcript** 4:19,  
23 5:2, 8, 9, 12  
136:13  
**transfer** 125:13  
127:13  
**transformational**  
133:21  
**Transit** 4:5 7:6  
108:18  
**transpired** 71:21  
**Transpo** 19:14  
27:21 113:1, 2  
134:15  
**treasurer** 34:4  
105:19, 22  
**tremendous**  
81:21  
**trial** 5:23  
121:12, 21  
**tricky** 120:22  
**Trish** 74:8  
**true** 30:8 32:7  
94:7

**truly** 133:20  
**trust** 118:16  
**trying** 36:1, 3,  
17 49:7 54:7  
56:17 70:7  
71:5 77:3, 4  
82:25 89:21  
101:7 116:25  
118:13  
**tunnel** 14:25  
15:1  
**tunneling** 97:5,  
7, 9, 11, 12, 14  
99:3  
**turn** 23:4  
**type** 8:19  
18:12 94:24  
119:25  
**types** 40:8  
**typos** 5:8  
  
< U >  
**U/T** 3:16 9:22  
**UK** 29:4  
**umbrella** 41:4  
**Umm** 16:15  
**uncover** 43:22  
**underground**  
97:18  
**understand**  
23:16 32:10  
37:9 38:12  
48:22 51:18  
56:17 59:2  
61:25 70:8  
71:6 76:12  
82:25 83:22  
89:4 102:9  
110:11 118:14,  
16 120:14 122:3  
**understanding**  
38:10, 17 39:21,  
22 54:8, 12  
99:11 103:7  
116:24 117:4, 7  
127:3  
**understood**  
23:21 72:14  
127:19 129:8  
**undertaken** 3:10  
**UNDERTAKINGS**  
3:15  
**undertook** 10:9  
40:9  
**underway** 80:15

**unfortunately** 106:17 126:15  
**unit** 7:24 8:2  
18:25 19:5  
**units** 8:4, 6, 17  
**unknowns**  
133:24  
**update** 11:24  
13:6 20:1, 9  
35:24  
**updated** 13:9,  
18 46:24 76:23  
**updates** 64:24  
76:14 77:1  
78:1 79:3, 9  
**updating** 8:13  
11:18  
**upwards** 90:17  
**Urquhart** 2:8

**< V >**

**validate** 64:17  
**validation** 64:23  
**value** 24:19, 23  
25:22, 23 28:25  
32:10 33:3  
96:15 103:3, 7,  
22 104:1, 10  
105:8 108:21  
109:5, 10 113:6  
119:23 120:6  
**value-added**  
38:22 43:15  
49:12, 13  
**Vancouver**  
40:25  
**variation** 58:18,  
19, 20  
**variety** 11:19  
19:2  
**various** 12:3, 16  
15:18 25:13  
30:16, 17, 23  
41:20 45:15  
47:15 55:6  
61:2, 23 78:6  
124:3  
**vehicle** 45:14  
132:3, 15  
**vehicles** 11:1  
**venues** 23:21  
**verbal** 77:9  
**verbally** 83:6  
**Verbatim** 136:4,  
21

**verification**  
64:23  
**versus** 24:24  
43:11 128:16  
**vet** 32:6  
**video** 41:11  
**Videoconferenci  
ng** 1:14  
**view** 31:9  
39:15 89:6  
92:5 93:22  
103:19 119:12  
**Virtual** 2:14  
79:1  
**vis-à-vis** 78:25  
107:22 108:5  
**visibility** 22:7  
**vision** 31:10  
**Vitae** 3:3 7:1  
**Vogel** 2:8  
**voice** 57:2, 3  
80:22  
**voiced** 92:11  
118:2, 3 122:20  
**voicemail** 12:14  
**voices** 80:10  
**volume** 97:12,  
13 123:25

**< W >**

**waive** 107:10  
**Walid** 73:16  
74:4, 10, 13, 14  
**walk** 86:23  
**wanted** 24:16,  
19, 20 25:9, 19  
36:16 37:11  
39:14 77:16  
82:16 100:18  
119:18 126:13  
**waste** 19:11  
**water** 19:11  
**website** 4:24  
25:10, 11, 15, 21  
**week** 40:25  
**weeks** 78:23  
133:6  
**well-  
documented**  
20:8, 16  
**wholesome**  
124:6  
**Whyte** 26:9  
38:6

**wills** 130:7  
**winery** 17:13  
**withdraw** 26:17  
**witness** 5:14,  
18, 21 18:17  
**wonder** 9:18  
**wondering** 72:4  
**won't** 115:24  
116:2  
**words** 81:20, 21  
117:21  
**work** 7:5 10:11  
11:4 17:21  
28:6 29:7, 22  
35:19 48:12, 14  
65:2 74:25  
75:9, 11 80:10  
90:2, 5 99:5  
101:11, 21  
103:8, 9, 10, 12  
104:10, 21  
105:25 106:1  
107:1 122:15  
128:10 129:24,  
25 131:3, 11  
**worked** 7:9  
18:1 74:13  
89:15 100:25  
125:14 127:4  
**working** 24:4  
30:3 45:13  
65:4, 5 91:20  
109:24 121:10,  
20 123:15, 20,  
22, 24 133:1  
**workload** 92:12  
**works** 19:12  
23:20, 23, 25  
30:3, 14 35:23  
55:16, 18 64:2,  
7 77:9 79:18,  
24 96:23 101:4  
117:17  
**world** 12:12  
61:1  
**worth** 51:20  
**wrapped** 13:13  
**writing** 76:1  
83:5  
**written** 58:10,  
22, 24 59:2  
60:7, 15 77:8, 11  
**wrong** 49:8  
128:7

**wrote** 77:21  
79:20

**< Y >**

**yeah** 24:15  
28:11 36:23  
37:6, 24 39:16  
40:5, 14 41:12,  
17 43:13 44:11,  
13 49:12 55:17,  
25 56:6, 9 57:7  
67:19 68:1  
70:11 73:18  
74:12, 21 75:2  
76:5 80:6 81:1  
87:12 89:1  
92:9, 14 93:4  
94:12 107:8  
110:8 111:13  
116:1 117:8  
118:9 120:12  
127:2, 15  
128:13 133:23  
**year** 8:10  
11:10 24:9  
40:23 46:6, 7  
54:9 63:3  
**year-long** 13:24  
**years** 7:11  
8:25 18:15, 21  
19:2 24:12, 14  
29:3 51:20  
56:2, 4 108:20  
**year's** 126:18  
**yelling** 118:1  
**yellow** 80:19  
**Young** 2:3 4:7,  
13 119:18, 19  
134:2, 4

**< Z >**

**Zoom** 1:14