

Ottawa Light Rail Commission

Manuel Rivaya
on Monday, April 25, 2022



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

neesonsreporting.com | 416.413.7755

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6	OTTAWA LIGHT RAIL COMMISSION
7	OLRTC/RTM - MANUEL RIVAYA
8	APRIL 25, 2022
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15	--- Held via Zoom Videoconferencing, with all
16	participants attending remotely, on the 25th day of
17	April, 2022, 9:00 a.m. to 12:00 p.m.
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1 COMMISSION COUNSEL:

2 Christine Mainville, Co-Lead Counsel Member

3 Anthony Imbesi, Litigation Counsel Member

4

5 PARTICIPANTS:

6 Manuel Rivaya: OLRTC/RTM

7 Jean-Claude Killey: Paliare Roland Rosenberg

8 Rothstein LLP

9

10 Also Present:

11 Deana Santedicola, Stenographer/Transcriptionist

12 Elizabeth Deasy, Virtual Technician

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INDEX OF EXHIBITS

NO.	DESCRIPTION	PAGE/LINE NO.
1	Curriculum Vitae of Manuel Rivaya.....	10/16

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

INDEX OF UNDERTAKINGS

The documents to be produced are noted by U/T and appear on the following page/line: 24:24

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

2

3 MANUEL RIVAYA; AFFIRMED.

4 CHRISTINE MAINVILLE: So, Mr. Rivaya,
5 the purpose of today's interview is to obtain your
6 evidence under oath or solemn declaration for use
7 at the Commission's public hearings.

8 This will be a collaborative interview
9 such that my co-counsel, Mr. Imbesi, may intervene
10 to ask certain questions, and if time permits, your
11 Counsel may ask follow-up questions at the end of
12 the interview.

13 The interview is being transcribed, and
14 the Commission intends to enter the transcript into
15 evidence at the Commission's public hearings,
16 either at the hearings or by way of procedural
17 order before the hearings commence.

18 The transcript will be posted to the
19 Commission's public website, along with any
20 corrections made to it, after it is entered into
21 evidence.

22 The transcript, along with any
23 corrections later made to it, will be shared with
24 the Commission's participants and their Counsel on
25 a confidential basis before being entered into

1 evidence.

2 You'll be given the opportunity to
3 review your transcript and correct any typos or
4 other errors before the transcript is shared with
5 participants or entered into evidence.

6 Any non-typographical corrections made
7 will be appended to the transcript.

8 And finally, pursuant to section 33(6)
9 of the Public Inquiries Act (2009), a witness at an
10 inquiry shall be deemed to have objected to answer
11 any question asked of him or her upon the ground
12 that his or her answer may tend to incriminate the
13 witness or may tend to establish his or her
14 liability to civil proceedings at the instance of
15 the Crown or of any person, and no answer given by
16 a witness at an inquiry shall be used or be
17 receivable in evidence against him or her in any
18 trial or other proceedings against him or her
19 thereafter taking place other than a prosecution
20 for perjury in giving such evidence, and as
21 required by section 33(7) of the Act, you are
22 advised that you have the right to object to answer
23 any question under Section 5 of the Canada Evidence
24 Act.

25 So if that works, we'll get right into

1 it.

2 MANUEL RIVAYA: Okay, good, that works.

3 CHRISTINE MAINVILLE: Thank you. So I
4 would first like to ask you to describe your
5 involvement in Stage 1 of Ottawa's LRT project.

6 MANUEL RIVAYA: So I was -- at the
7 time, I was Executive Vice President of Dragados,
8 so -- for Eastern Canada, so the Ottawa project was
9 part of my portfolio.

10 So I participated in all the stages
11 from the discussions to partner with other
12 companies, pre-qualification, RFP, and then
13 execution of the project until I left Dragados
14 in -- it was actually in January 2019.

15 CHRISTINE MAINVILLE: Okay, and so am I
16 right that once the Project Agreement was entered
17 into, you were on the Executive Committee for
18 OLRTC?

19 MANUEL RIVAYA: Yes, I was, yes.

20 CHRISTINE MAINVILLE: And so is
21 that -- so we'll talk about the procurement phase,
22 and you have referenced the RFP and other aspects
23 of that, of the project, but in terms of when
24 construction was happening, was your role limited
25 to being on the Executive Committee?

1 MANUEL RIVAYA: Yes.

2 CHRISTINE MAINVILLE: So were you
3 always -- you were employed by -- well, you were
4 VP -- Executive VP of Dragados, but were you always
5 involved in the project, the Ottawa OLRTC, for
6 OLRTC?

7 MANUEL RIVAYA: Yes, I was involved for
8 OLRTC, yes.

9 CHRISTINE MAINVILLE: Okay, never as
10 part of RTG, for instance, or other entity?

11 MANUEL RIVAYA: No, never, no.

12 CHRISTINE MAINVILLE: And so could you
13 tell us -- and we'll bring up your resumé. Thank
14 you for providing that. Could you tell us a bit
15 about your background and experience in rail in
16 particular.

17 MANUEL RIVAYA: Yes, so I'm a civil
18 engineer by training by the University of Spain.

19 I started in -- I started to work in
20 Dragados in 1997. I was in several projects in
21 different roles, quality, execution, project
22 manager, and then I became responsible for the area
23 of -- for civil works in Catalonia, and in
24 particular, I had under my responsibility some rail
25 projects.

1 And then I came to Canada in 2010 as
2 Executive Vice President for Eastern Canada, and
3 really, I mean, I have been basically an executive
4 since 2006 when I was appointed in Barcelona the
5 Civil Works Manager, but I have been involved in
6 rail projects as executive -- being part of
7 executive committees or with some responsibility
8 underneath me since that time.

9 CHRISTINE MAINVILLE: And I see from
10 your resumé you were involved, as you mention, in a
11 lot of civil works projects. Could you talk about
12 what, if any, transit, rail or light rail projects
13 that you may have been involved in prior to the
14 Ottawa LRT?

15 MANUEL RIVAYA: So I was Project
16 Manager in the refurbishment or -- I mean, it was a
17 project in one of the main stations in Barcelona,
18 Sants Station, and as part of that project was the
19 execution. We had to a lot of track works and some
20 modification works, moving tracks around in that
21 station.

22 And then when I became Area Manager in
23 2006 for Dragados, I had under my responsibility
24 that project that had some track works. I had the
25 refurbishment of track for Martorell/Olesa, that is

1 a commuter rail in Catalonia. I had the Line 9
2 Subway Project in Barcelona as part of my portfolio
3 also. I had the high-speed link between Spain and
4 France as part of my portfolio. And I had the
5 refurbishment of one also long distance line in the
6 north of Catalonia, Ripoll/Puitcerta. It was also
7 the refurbishment of the track of that corridor.

8 CHRISTINE MAINVILLE: So am I right to
9 say these projects -- your involvement with respect
10 to these projects mostly had to do with the
11 infrastructure, the tracks, as opposed to, for
12 instance, the rolling stock?

13 MANUEL RIVAYA: Yes, yes. We -- I
14 never was -- I never had any involvement with
15 rolling stock in any of those projects.

16 CHRISTINE MAINVILLE: Okay.

17 MANUEL RIVAYA: In all of them, I
18 was -- stayed for one year in Sants Station. I
19 was -- I had a similar role to the one that I had
20 in Ottawa as member of the Executive Committee,
21 never directly involved in building the project --

22 CHRISTINE MAINVILLE: Okay.

23 MANUEL RIVAYA: -- building manager.

24 CHRISTINE MAINVILLE: And you
25 recognized the resumé that I have put up on the

1 screen as your own that you have provided?

2 MANUEL RIVAYA: Yes.

3 CHRISTINE MAINVILLE: And are the
4 contents accurate? They remain accurate?

5 MANUEL RIVAYA: Yes.

6 CHRISTINE MAINVILLE: And so today, you
7 work for AECON?

8 MANUEL RIVAYA: Yes.

9 CHRISTINE MAINVILLE: Okay, and they
10 are also a transportation engineering company?

11 MANUEL RIVAYA: It is -- AECON is a
12 contractor, a construction company. It is not an
13 engineering company.

14 CHRISTINE MAINVILLE: Okay. And so
15 we'll file this as Exhibit 1 to this interview.

16 EXHIBIT NO. 1: Curriculum Vitae
17 of Manuel Rivaya.

18 CHRISTINE MAINVILLE: And we can take
19 it down.

20 Could you tell us a bit about the
21 structure of the Executive Committee or how it was
22 structured and who its members were for OLRTC?

23 MANUEL RIVAYA: Yes, so we were three
24 partners, SNC, EllisDon and Dragados, and each one
25 of the partners had the right to appoint I don't

1 remember if it was a member of Executive Committee
2 and an alternate or two members of the Executive
3 Committee, but basically in most of the -- in many
4 of the meetings we were two people representing
5 each company.

6 So I -- and the names of the people
7 changed with time, so I don't even remember
8 everybody that was at some point part of the
9 Executive Committee, but basically it was two
10 people per company that met on a monthly basis with
11 the Project Management Team.

12 CHRISTINE MAINVILLE: And was there any
13 division of responsibilities as between the three
14 partners? Did anyone --

15 MANUEL RIVAYA: Not really.

16 CHRISTINE MAINVILLE: No? Okay.

17 MANUEL RIVAYA: Not really. The --

18 CHRISTINE MAINVILLE: Are there
19 any -- sorry, go ahead.

20 MANUEL RIVAYA: No, I was going to say
21 the expertise that each partner was bringing was
22 different, but at the end, we were fully
23 integrated, so there was no division of
24 responsibility.

25 CHRISTINE MAINVILLE: And what,

1 generally speaking, are the different areas of
2 expertise as between Dragados, EllisDon and SNC?

3 MANUEL RIVAYA: So for this project, I
4 mean, very high level, Dragados brought expertise
5 on tunnelling works and general civil works;
6 EllisDon brought expertise in the buildings,
7 associated the buildings scope with the stations;
8 and SNC had a stronger focus on the systems side,
9 engineering and systems side of the project.

10 But we all -- I mean, we were fully
11 integrated. If there was someone from SNC or
12 EllisDon who had experience, previous experience in
13 any of the other subjects, they will participate in
14 that, in those discussions also.

15 CHRISTINE MAINVILLE: And so it is fair
16 to say the Executive Committee effectively had
17 oversight of the construction work?

18 MANUEL RIVAYA: Yes.

19 CHRISTINE MAINVILLE: And did your
20 involvement in the Ottawa LRT increase over time as
21 the project unfolded and as delays were
22 encountered, or did it always remain the same?

23 MANUEL RIVAYA: When in the last part
24 of the project we had challenges with the schedule
25 and other challenges, and we had more frequent

1 follow-ups with the Project Team about schedule
2 performance and other issues, yes.

3 CHRISTINE MAINVILLE: So perhaps we can
4 go back to the procurement and the outset of this
5 project. Were you part of industry consultations
6 by the City about the LRT?

7 MANUEL RIVAYA: I don't -- I remember
8 that I was in a meeting with the City about the
9 project, so I would say yes, we were part of the
10 industry consultations, yeah.

11 CHRISTINE MAINVILLE: And do you recall
12 at that time, you know, what you were told about
13 what the City's needs and requirements were
14 primarily?

15 MANUEL RIVAYA: No, I don't remember.

16 CHRISTINE MAINVILLE: Okay. Do you
17 recall any discussion around the rolling stock in
18 particular and what the City was hoping to get or
19 achieve?

20 MANUEL RIVAYA: Yeah, as part of
21 industry consultations, I don't -- I think what I
22 remember about the industry, the meeting that I had
23 is more focussed on the tunnelling, on the
24 tunnelling works, than on the rolling stock and
25 others.

1 CHRISTINE MAINVILLE: Okay. And what
2 about as the procurement is actually underway, are
3 you able to speak to ultimately the selection of
4 Alstom and Thales and how that came about in terms
5 of the --

6 MANUEL RIVAYA: I remember some things,
7 yes.

8 CHRISTINE MAINVILLE: Yes, so if you
9 could speak to that, please.

10 MANUEL RIVAYA: Okay, so for the
11 rolling stock, so the procurement process, the RFQ,
12 so the procurement process had two parts. First,
13 it was the RFQ and then it was the RFP.

14 The RFQ, it was intended to short-list
15 the proponents for the RFP, so it was -- it had on
16 the paper a broader reach than the RFP, more teams.

17 And there was -- specifically the RFQ
18 documents, the client did not expect the proponents
19 to engage with rolling stock suppliers at the RFQ
20 stage. So we formed our team, and at the time, we
21 made the decision of not going with any rolling
22 stock supplier.

23 Then during the RFP, I don't remember
24 the details, but there was a process by which we
25 had a sub-team to select the rolling stock supplier

1 and that rolling stock supplier had to be approved
2 by the client before submitting in order for the
3 proposal to be compliant, before submitting the
4 proposal.

5 And that approval involved meeting --
6 demonstrating the rolling stock that the supplier
7 that we were proposing and the project that we were
8 proposing was compliant with certain requirements.

9 So when we started the RFQ, with the
10 RFP process, we identified three rolling stock
11 suppliers that we thought that were compliant --
12 sorry, we identified four rolling stock suppliers
13 that we thought could be compliant with the
14 requirements of the City. The four rolling stock
15 suppliers were Bombardier, Alstom, Siemens and CAF,
16 and then since Bombardier had an exclusive
17 agreement with one of the proponents, we were left
18 with Alstom, Siemens and CAF as the three, let's
19 say, players for our proposal.

20 So we started our procurement process,
21 explaining the project, asking for proposals, both
22 technical and financial, from the three entities.
23 And very soon after we started this procurement
24 process, Siemens reached an exclusive agreement
25 with the third of the short-listed teams, with the

1 team -- I think it was Bouygues and PCL, and we
2 were left with Alstom and CAF.

3 So we did receive proposals from them,
4 both technical and financial, and initially we
5 subjected to -- obviously to the demonstration to
6 the client that the product that was being offered
7 by CAF, who we selected at the time, was compliant
8 with the requirements of the City, and it was
9 approved by the City and IO as rolling stock
10 supplier. We selected CAF as our let's say rolling
11 stock supplier initially.

12 So we went through all the technical
13 and compliance meetings with the City, and at some
14 point -- I don't remember how -- how this was done,
15 but the client -- and I am talking about the City,
16 but it was -- at the time, it was the City and
17 Infrastructure Ontario. I want to -- it is the
18 contracting authority or -- I don't remember
19 exactly how the contractor referred to the client,
20 but it is the client.

21 So at the time we were -- the City or
22 the client told us that the rolling stock of CAF
23 did not meet all the requirements, and therefore,
24 it will be deemed not compliant -- or our proposal
25 could be deemed not compliant.

1 So we made a change to Alstom in order
2 to guarantee a compliant proposal. We went through
3 the same process with the City, and the City gave
4 us the green light for the supplier of Alstom. So
5 we finalized our proposal with Alstom as rolling
6 stock supplier.

7 Regarding Thales, the process was
8 similar. We started -- I mean, we started a
9 procurement process during the RFP. It was not a
10 requirement that I recall or I remember to have a
11 signalling supplier engaged, but we identified that
12 as being a need for us in order to do our design
13 and to facilitate the integration with the rolling
14 stock supplier.

15 So we went through a procurement
16 process during the RFP. There were probably four
17 or five rolling stock suppliers -- sorry,
18 signalling suppliers that could meet -- could have
19 the product that was needed in Ottawa. And
20 basically it was a combination of financial
21 capabilities, trust and confidence on the supplier,
22 on Thales, and also the fact that they had past
23 experience of the Thales signalling system with the
24 rolling stock supplier that gave us the comfort
25 that it was the right one.

1 CHRISTINE MAINVILLE: Okay, I have a
2 few questions following up on some of the points
3 you have made.

4 So first of all, why would you say that
5 CAF ended up being OLRTC's or RTG's first choice as
6 a vehicle provider? Effectively, why was it
7 selected above Alstom?

8 MANUEL RIVAYA: Basically, there was a
9 price difference, so we were in a competitive
10 environment. Again, we went through the technical
11 aspects of their proposal, and we thought that CAF
12 met the requirements.

13 I mean, at the time, my recollection is
14 that none of the rolling stock suppliers that we
15 had available met 100 percent of the requirements,
16 but they had several products with -- meeting
17 several different requirements, and we thought that
18 CAF could be accepted by the client as rolling
19 stock supplier. They had a compelling argument to
20 us, and we selected it, but we knew -- we
21 acknowledged that we had to work with the client,
22 with the City, to demonstrate all the -- that all
23 the requirements were going to be or were met as
24 they had it in the RFP.

25 So there was an important price

1 difference, and we selected CAF.

2 CHRISTINE MAINVILLE: And did CAF, from
3 your perspective, have the ability to provide a
4 service-proven vehicle?

5 MANUEL RIVAYA: I don't remember that
6 detail. I think we -- I don't remember exactly. I
7 think at the time we thought that they could
8 demonstrate that they had a service-proven vehicle,
9 but -- and that is why we chose -- but that is why
10 we chose them, or they would be in the same -- in
11 the same position as others to demonstrate
12 service-proven vehicle.

13 CHRISTINE MAINVILLE: Including Alstom?

14 MANUEL RIVAYA: Including Alstom, yes.

15 CHRISTINE MAINVILLE: And so when you
16 say that the City indicated that CAF didn't meet
17 all the requirements, do you recall which
18 requirements in particular the City thought no,
19 were not met?

20 MANUEL RIVAYA: No.

21 CHRISTINE MAINVILLE: Do you recall
22 whether it had to do with whether it was a
23 service-proven vehicle or rolling stock?

24 MANUEL RIVAYA: It could be that. It
25 could be that, yes.

1 CHRISTINE MAINVILLE: Do you recall
2 that issue being discussed with the City as it
3 relates to Alstom, when Alstom was put forward,
4 whether it was considered -- well -- and I'll ask
5 you about the model, the train model that Alstom
6 put forward afterwards, but was it considered
7 service-proven, to your recollection?

8 MANUEL RIVAYA: I think there were
9 some -- they had -- what I remember from that is
10 that they had a line, a product. I think it is the
11 Citadis is the one that they had in Ottawa, and I
12 know that they had to do some adjustments to that
13 product in order to meet the requirements of the
14 City.

15 But I do remember that being a
16 service-proven vehicle was one of the requirements
17 of the contract, and I suppose that we were able to
18 demonstrate that it was a service-proven vehicle,
19 yes. "We" meaning Alstom were able to demonstrate
20 that it was a service-proven vehicle.

21 CHRISTINE MAINVILLE: Right, that would
22 have been the representation made at least by
23 Alstom to the City?

24 MANUEL RIVAYA: Yes. Yes.

25 CHRISTINE MAINVILLE: And just from

1 your perspective, is it the case -- well, first of
2 all, do you know the extent of the adjustments that
3 had to be made to the Citadis model to accommodate
4 the requirements for this project?

5 MANUEL RIVAYA: No, I don't remember
6 that.

7 CHRISTINE MAINVILLE: Okay. Would that
8 have been something you would be familiar with, or
9 would you have relied on Alstom --

10 MANUEL RIVAYA: I relied on the
11 technical team that was in charge of the proposal.
12 There were a lot of people in the team that knew
13 more than I did on rolling stock, so I really don't
14 know what needed to be modified in this train.

15 CHRISTINE MAINVILLE: Do you mean the
16 technical team on OLRTC's side or Alstom?

17 MANUEL RIVAYA: No, Alstom. I mean,
18 Alstom was the one who was providing to us all the
19 technical characteristics of the train, and there
20 was a technical team that was checking against the
21 PSOS, and when they were satisfied, we brought
22 forward the proposal to the City together with
23 Alstom.

24 CHRISTINE MAINVILLE: Okay. And then
25 in terms of Thales being brought in, do I

1 understand that they were brought in before OLRTC
2 determined which rolling stock provider they would
3 use?

4 MANUEL RIVAYA: I don't remember if it
5 was before or after.

6 CHRISTINE MAINVILLE: Okay. And was it
7 always the case that what the OLRTC was looking for
8 Thales to provide was its CBTC system?

9 MANUEL RIVAYA: I think so, but I don't
10 know. I don't remember.

11 CHRISTINE MAINVILLE: Okay. And you
12 said there were four or five signalling suppliers
13 that you thought could meet the City's
14 requirements.

15 MANUEL RIVAYA: Yes.

16 CHRISTINE MAINVILLE: Was Thales'
17 system unique in any respect, to your recollection?

18 MANUEL RIVAYA: I don't know.

19 CHRISTINE MAINVILLE: Okay.

20 MANUEL RIVAYA: I don't remember.

21 CHRISTINE MAINVILLE: Do you recall if
22 Alstom was one of the potential suppliers for the
23 signalling system?

24 MANUEL RIVAYA: Yes, they were.

25 CHRISTINE MAINVILLE: And was there --

1 you have spoken about why Thales was selected, but
2 was there a reason -- once it was decided that
3 Alstom would be the rolling stock provider, was
4 there a reason why they weren't the preferred
5 supplier for the signalling system as well?

6 MANUEL RIVAYA: I guess it would have
7 been a financial reason, less competitive.

8 CHRISTINE MAINVILLE: Do you recall
9 whether it may have had to do with Thales having
10 already been selected before OLRTC had to shift
11 from CAF to Alstom? Is that possible?

12 MANUEL RIVAYA: That is possible. I
13 don't recall when we selected Thales. I recall
14 that Thales had worked with Alstom -- I mean, the
15 Thales system had been installed in Alstom's
16 rolling stock in the past in some project, so I
17 knew that interface between Alstom and Thales had
18 already been proven.

19 CHRISTINE MAINVILLE: That was your
20 understanding that that had been done. Do you know
21 whether that related to Thales' CBTC system?

22 MANUEL RIVAYA: I don't remember.

23 CHRISTINE MAINVILLE: But do you know
24 whether Thales would have more than one type of
25 signalling system? Like it is possible that what

1 had been integrated in Alstom's trains before was a
2 different kind of signalling system than what was
3 used in this case?

4 MANUEL RIVAYA: It could have been,
5 yes. It is a possibility, yes.

6 CHRISTINE MAINVILLE: And was this
7 something that OLRTC would have looked into,
8 whether the two systems, Thales and Alstom's, had
9 been integrated together before?

10 MANUEL RIVAYA: I remember having
11 discussions about that particular aspect. I don't
12 remember the particularities of these discussions,
13 but I know there was a -- again, there was a
14 technical team in the proposal that went through
15 all those things, and I remember that when we
16 agreed or made the selection of Thales, we -- that
17 that discussion happened, but I don't remember the
18 details of that. If they had used the same system
19 or different system or in the same train or in
20 different train, all that I don't remember.

21 CHRISTINE MAINVILLE: Do you know who
22 might have been the lead for the technical team, or
23 who might be best to speak to this issue?

24 U/T MANUEL RIVAYA: There was Roger -- I
25 don't recall. I don't remember the -- I don't

1 remember the name. I can look into it, but I don't
2 remember the name of the Proposal Director. He was
3 with SNC. He would have been the one who was more
4 close with this technical aspect of the project.

5 CHRISTINE MAINVILLE: Okay.

6 MANUEL RIVAYA: It is Roger something,
7 but I don't remember the last name, I'm sorry.

8 CHRISTINE MAINVILLE: Okay, thank you.
9 Do you recall whether the City had any preference
10 in terms of signalling systems and the type of
11 system that they wanted?

12 MANUEL RIVAYA: Do you mean supplier or
13 system that they wanted?

14 CHRISTINE MAINVILLE: Either.

15 MANUEL RIVAYA: No. I think -- I am
16 doubting now, but I think it was the spec called
17 for a CBTC, but I cannot guarantee that. So if it
18 is there, it is either that or the requirements
19 that the system had implied that we had to use a
20 CBTC.

21 CHRISTINE MAINVILLE: Right. And do
22 you know whether a CBTC signalling system is unique
23 to Thales?

24 MANUEL RIVAYA: No, it is not unique to
25 Thales.

1 CHRISTINE MAINVILLE: Can you explain
2 to me what your understanding is of that system and
3 who else provides it?

4 MANUEL RIVAYA: The system is a
5 communications-based train control, and basically
6 what it does is it controls the position of the
7 train through radio based on communications, not
8 based on, let's say, the train entering a certain
9 area of the track.

10 So it allows for better regulation
11 between the trains, the different trains that are
12 running, and it -- I mean, it improves safety and
13 capacity of the system.

14 So I know that that system right now is
15 being -- I mean, as suppliers, you have Thales, you
16 have Alstom, you have Siemens, you have Hitachi.
17 At the time, I think it was Ansaldo. So there are
18 several signalling suppliers that have that
19 technology.

20 CHRISTINE MAINVILLE: So you have no
21 recollection that effectively OLRTC needed to go to
22 Thales to meet the City's requirements?

23 MANUEL RIVAYA: No, I don't think we
24 needed to go to Thales to meet the City's
25 requirements. I think we had several proposals

1 from others. I mean, Siemens probably was not an
2 option anymore because they were exclusive with
3 another group.

4 Bombardier, who also has the
5 technology, by the way, was not an option anymore
6 because they were with another team.

7 So we were left with Thales, with
8 Alstom, and probably a couple of others, but we
9 didn't have to go to Thales.

10 CHRISTINE MAINVILLE: Do you recall
11 whether CAF would have been paired with Thales if
12 CAF had been the rolling stock provider? Was that
13 the intention?

14 MANUEL RIVAYA: I don't recall it. I
15 think they would have been paired with Thales also,
16 yes.

17 CHRISTINE MAINVILLE: And generally
18 speaking, is there a desire when you are doing a
19 procurement like this to minimize the number of
20 different systems to be integrated and different
21 interfaces between different entities?

22 MANUEL RIVAYA: The systems that have
23 to be integrated are the same. You still have to
24 integrate a signalling system with a rolling stock
25 or a signalling system with other systems in the

1 SCADA and Comms and others in the overall system.

2 So there is no -- there are no less
3 interfaces or less integration that you have in
4 other -- in the case that you go with the same
5 company. There could be a commercial
6 simplification eventually if you go with the same
7 company. So if Alstom had -- if Alstom had
8 supplied the rolling stock on the CBTC system, we
9 could have tried to structure the subcontract as
10 one single supply. But it is not always the case
11 that we can do it, so -- because internally, in
12 their own organization, they have also different
13 lines of product, different companies, let's say,
14 and not always you can have one of the other under
15 the same contract.

16 So I don't think the technical
17 challenges and complexity would have been different
18 if you had the same company under -- I mean,
19 supplying the rolling stock and the CBTC.

20 Commercially, it is a different thing.
21 I mean, you can transfer that interface risk to
22 someone else, but technically, it is exactly the
23 same.

24 CHRISTINE MAINVILLE: Okay. And you
25 would, however, look, as you have mentioned, look

1 to see whether the two companies have integrated
2 those systems together before, because ideally you
3 would look to ones that have already been
4 integrated to reduce risks?

5 MANUEL RIVAYA: Yeah, you look at risk.
6 You look at the risk of that interface and
7 integration, and if they have done it in the past,
8 obviously it is less -- you suppose that there is
9 less risk in this case.

10 CHRISTINE MAINVILLE: In terms of the
11 budget that was put forward for this project, do
12 you have any view or recollection as to whether it
13 was deemed to be a very restrictive budget, a very
14 tight one?

15 MANUEL RIVAYA: You are -- you mean by
16 the client, by the City?

17 CHRISTINE MAINVILLE: Yes, yes.

18 MANUEL RIVAYA: There was an initial
19 affordability level or budget that was communicated
20 to us that was not enough when this -- again, this
21 is my recollection, but I remember that we
22 communicated with the City that with the
23 requirements that they had and they expected from
24 the project and the affordability level that they
25 had communicated to us, we couldn't win the job,

1 and then they subsequently increased the budget,
2 and when they increased the budget, we were
3 satisfied that it was good for -- it was enough for
4 the project at the time.

5 CHRISTINE MAINVILLE: Okay.

6 MANUEL RIVAYA: And we bid within that
7 envelope.

8 CHRISTINE MAINVILLE: Uhm-hmm. And did
9 it later turn out to be more restrictive than
10 anticipated, or did it not cause concern over the
11 course of the project?

12 MANUEL RIVAYA: You mean to OLRTC?

13 CHRISTINE MAINVILLE: Yes.

14 MANUEL RIVAYA: Yes, it did. It did
15 cost -- it was -- our cost was higher than
16 originally expected.

17 CHRISTINE MAINVILLE: And what was the
18 cause of that? Was that just because of some risks
19 materializing, or was it -- did it go beyond that?

20 MANUEL RIVAYA: No, it is basically
21 because the risk materialized beyond what we
22 expected originally to materialize. There was
23 supply chain issues. I mean, there were many
24 different things that impacted the project, and the
25 cost went up.

1 CHRISTINE MAINVILLE: Can you talk to
2 some of those challenges and what ended up
3 increasing the costs?

4 MANUEL RIVAYA: So we had an incident
5 in the tunnel, the sinkhole, that obviously had an
6 impact in cost and in the schedule, which then also
7 we were obligated to do some acceleration and
8 mitigation work.

9 We had challenges with some of the
10 quantities in the design that also impacted the
11 cost. And we had challenges with the prices that
12 we were receiving from subcontractors for the -- I
13 mean, the scope of the stations, for the scope of
14 the electrical -- for the electrical and mechanical
15 scope, for -- I mean, generally speaking, for the
16 scope of the project.

17 CHRISTINE MAINVILLE: And was -- well,
18 first of all, in respect of the geo-tech risk that
19 the company took on, that ProjectCo took on, is
20 that -- in hindsight, was that too big, too large a
21 risk to take on in its entirety by the Project
22 Company?

23 MANUEL RIVAYA: I think -- I mean, we
24 had the incident with the sinkhole, that if I
25 am -- I don't know how things kept going since I

1 left, but that incident was, if I am not wrong, was
2 more related to other aspects than to the
3 geo-technical conditions themselves.

4 So if that has been confirmed, I mean,
5 on the paper it would have been too much to take on
6 on the geo-technical risk, because we performed the
7 tunnel, we did the tunnel, and we had no problems
8 until we arrived to that location, which was the
9 last 100 metres.

10 Now, if we had different geo-technical
11 conditions in the contract in terms of risk
12 allocation, let's say claiming for that event would
13 have been easier for us, but I don't think the
14 geo-technical risk is -- the incident that we had
15 there is -- I think it was unrelated to the
16 geo-technics itself. It was more related to other
17 parameters that were not in the geo-technical
18 report.

19 CHRISTINE MAINVILLE: Sorry, so could
20 you clarify that? What was -- the risk was
21 unrelated to --

22 MANUEL RIVAYA: Yes, I remember there
23 was a pipe that was leaking water and that -- you
24 never have that in the geo-technical report, so if
25 the pipe had not been leaking water, probably the

1 incident that we had would have been the same.

2 But I don't -- I am speculating now, so
3 that is --

4 CHRISTINE MAINVILLE: Right, you are
5 saying the geo-tech analysis was not wrong in terms
6 of the risk that was taken on. It was taken on
7 with proper knowledge of the geo-tech conditions.
8 What you are saying is there was an external
9 element that was not known --

10 MANUEL RIVAYA: Yes.

11 CHRISTINE MAINVILLE: -- that led to
12 the sinkhole, to your understanding?

13 MANUEL RIVAYA: Yes.

14 CHRISTINE MAINVILLE: But RTG
15 ultimately sought a relief event in respect of the
16 sinkhole; correct?

17 MANUEL RIVAYA: Yes.

18 CHRISTINE MAINVILLE: And is it your
19 understanding that that was refused by the City?

20 MANUEL RIVAYA: Yes, I mean, I
21 don't -- at the time, I think they refused the
22 relief event, yes.

23 CHRISTINE MAINVILLE: And was that not
24 on the basis that RTG had accepted all of the
25 geo-tech risk?

1 MANUEL RIVAYA: I don't remember what
2 they argued. I suppose they argued that. I think
3 we had a different perspective of what that
4 contractual conditions or contractual parameters,
5 those contractual parameters were, but I don't
6 remember the argument that we were putting forward
7 to seek the relief.

8 CHRISTINE MAINVILLE: Okay. And you
9 did indicate that if there had been a different
10 risk allocation, there may have been -- it would
11 perhaps have been easier to make a claim in respect
12 of.

13 MANUEL RIVAYA: Yes.

14 CHRISTINE MAINVILLE: So just
15 accounting for that, would you say in hindsight it
16 would be preferable to not take on that entire
17 risk, or do you think in some circumstances that it
18 is not an issue to take on the full geo-tech risk?

19 MANUEL RIVAYA: Generally speaking, I
20 would say in hindsight, yes, it would have been
21 better not to take on that risk, but each project
22 is different, the circumstance is different, so it
23 is not a generalization. I think in this case, it
24 would have been better, yes.

25 CHRISTINE MAINVILLE: What kind of

1 mitigation plan is put in place at the outset to
2 address the risk potentially materializing? You
3 know, when that geo-tech risk is taken on at the
4 outset, is there some -- well, let me put it this
5 way. If the risk materializes in the way it did or
6 to the extent it did on this project, is that
7 something that, you know, RTG plans for in terms of
8 being able to withstand and, if so, how?

9 MANUEL RIVAYA: I don't understand the
10 question, sorry.

11 CHRISTINE MAINVILLE: That is okay. I
12 just wonder -- let's -- and leaving aside what the
13 exact cause of the sinkhole was, it was quite
14 disruptive on this project, right? So is that
15 something that RTG can plan for ahead of time, what
16 if something like this happens, or is it really
17 just something that no one really anticipates
18 occurring and you just have to deal with it when
19 the time comes, if it happens?

20 MANUEL RIVAYA: Something like the
21 sinkhole?

22 CHRISTINE MAINVILLE: Yes.

23 MANUEL RIVAYA: You don't anticipate it
24 happening.

25 CHRISTINE MAINVILLE: You don't

1 anticipate that happening?

2 MANUEL RIVAYA: No.

3 CHRISTINE MAINVILLE: So it is very
4 disruptive if something like that does happen?

5 MANUEL RIVAYA: Yes.

6 CHRISTINE MAINVILLE: And so could you
7 talk a bit more about the impact it did have on
8 this project, both in terms of costs and
9 scheduling?

10 MANUEL RIVAYA: So obviously, it
11 was -- there was a massive -- obviously, there was
12 a massive impact on the costs because we had to do
13 a number of works to restate safe conditions, to
14 proceed with the project, with the tunnel
15 excavation.

16 And then there was also an impact, a
17 big impact in the schedule because we were -- at
18 the time we were basically weeks away from
19 connecting the tunnel from -- I mean, the two sides
20 of the tunnel, and all the logistics of the plans,
21 of the works, were based on having the full
22 connection between one side and the other of the
23 project, the east and the west.

24 So it had a massive disruption. It was
25 a massive disruption to the schedule, and when you

1 have disruption to the schedule, then you have to
2 plan the works on a different way. You have to
3 take more -- you have to work under different
4 conditions, different logistics. So everything was
5 then impacted.

6 CHRISTINE MAINVILLE: Did it have some
7 impact on the testing and commissioning phase in
8 terms of delaying that?

9 MANUEL RIVAYA: Yes, if the tunnel was
10 delayed, therefore, the track, the connectivity of
11 the track, was delayed, and the testing and
12 commissioning of the tunnel was delayed, yes.

13 CHRISTINE MAINVILLE: And it would have
14 delayed integration testing, is that fair to say,
15 in terms of the rolling stock with the rest -- with
16 all of the infrastructure?

17 MANUEL RIVAYA: For that area, yes.

18 CHRISTINE MAINVILLE: Just going back
19 to the procurement, were there any issues or risks
20 that were foreseen in respect of the schedule for
21 delivery of the project?

22 MANUEL RIVAYA: When you make a
23 proposal like this one, you always consider -- I
24 mean, we always -- we used to always consider some
25 schedule risk and the schedule impacts that was

1 applying to the risk metrics.

2 We had a strategy, a risk strategy,
3 that gave us enough room to deliver the project in
4 the schedule with enough time for everything to be
5 in place, the construction and following a schedule
6 that we thought was feasible, and the rolling stock
7 supply following the schedule that Alstom gave us,
8 and all the testing and commissioning following a
9 schedule that was the recommendation that we had
10 from the experts and the technical team that was
11 preparing this proposal.

12 So you always consider schedule
13 disruption and schedule delays because things can
14 happen, and you put it in your risk metrics. But
15 we thought that the schedule was feasible.

16 CHRISTINE MAINVILLE: And did you have
17 any concerns with the RFP process, anything that
18 stands out that perhaps it was rushed or any
19 feedback that was given to the City about it?

20 MANUEL RIVAYA: I don't remember any
21 specific feedback about that.

22 CHRISTINE MAINVILLE: Do you recall
23 whether the -- well, first of all, had you been
24 involved in other P3s before?

25 MANUEL RIVAYA: Before this one? Yes.

1 CHRISTINE MAINVILLE: Was this one --
2 well, first of all, for the rolling stock, were the
3 requirements more prescriptive than you might have
4 expected?

5 MANUEL RIVAYA: I cannot answer that
6 question. I don't know.

7 CHRISTINE MAINVILLE: Okay. And this
8 is perhaps not something you were particularly
9 familiar with, but in terms of journey time
10 requirements, was there any concern with what was
11 being guaranteed in terms of the times between
12 stations or anything challenging in that regard
13 that you recall?

14 MANUEL RIVAYA: No.

15 CHRISTINE MAINVILLE: You don't recall
16 or you wouldn't know?

17 MANUEL RIVAYA: I don't recall, sorry.

18 CHRISTINE MAINVILLE: No problem.

19 MANUEL RIVAYA: I don't know.

20 CHRISTINE MAINVILLE: Okay. So do you
21 recall what, if any, discussions were had between
22 Alstom and Thales in the early stages to discuss
23 the integration of their two systems?

24 MANUEL RIVAYA: No, I don't recall. I
25 don't recall anything.

1 CHRISTINE MAINVILLE: Is it possible
2 there were none, or you just don't --

3 MANUEL RIVAYA: I don't know. I
4 suppose -- no, I don't know.

5 CHRISTINE MAINVILLE: Okay. Is that
6 something you would normally expect to happen
7 before both are selected by OLRTC, or not
8 necessarily?

9 MANUEL RIVAYA: I think what we
10 expected -- well, we -- what I would expect is --
11 and I think that was how we did it, is that, first
12 of all, check that they could work together, there
13 was no limitations for them to work together, and
14 get commitments from them that they will work
15 together.

16 And I think there was a contractual
17 provision, if I am not wrong, that -- in both of
18 the subcontracts that forced them or mandated them
19 or put an obligation on them to do that
20 coordination and interface management to facilitate
21 integration.

22 And I will suppose that during the
23 proposal, discussions at the technical level will
24 have happened to understand and make sure that both
25 systems could -- would be seamlessly integrated.

1 CHRISTINE MAINVILLE: Were you involved
2 in devising each subcontract for Thales and Alstom?

3 MANUEL RIVAYA: I was devising -- what
4 do you mean by "devising"? In --

5 CHRISTINE MAINVILLE: Devising, so just
6 preparing the subcontracts, who would have been --

7 MANUEL RIVAYA: I was involved in some
8 of the final discussions with Thales to close the
9 contract, but most of the discussions were
10 commercial. There was never a discussion around
11 the integration between Thales and Alstom. That
12 was a technical slash -- I mean, that was a very
13 technical aspect of the proposal that I was not
14 involved in.

15 So, I mean, we had discussion about
16 payment terms, about IP rights, about some of the
17 back-to-back provisions of the contract. Those
18 type of discussions I was involved to close the
19 contract. I was not involved in any of the -- how
20 that interface was contractualized in the
21 subcontract.

22 CHRISTINE MAINVILLE: So that would
23 have been, again, the technical team looking at the
24 technical aspects of the contract?

25 MANUEL RIVAYA: Mostly, yes, mostly.

1 CHRISTINE MAINVILLE: Do you
2 know -- you said you were more involved in the
3 Thales subcontract. Was there anyone overseeing
4 both subcontracts or coordinating as between the
5 two subcontracts?

6 MANUEL RIVAYA: When I said I was more
7 involved in the Thales subcontract, it is because
8 heading into the final submission date we had the
9 two subcontracts that had not been finalized
10 commercially, legally let's say, rather than
11 technically. Technically everybody was very happy
12 with where we were. So commercially, there were,
13 as I said, some challenges in both contracts --
14 subcontracts, and I took the lead in closing the
15 Thales subcontract let's say from an executive
16 perspective, so basically pushing the teams to sit
17 together, to discuss the terms and conditions and
18 participate on some of them so that we would be
19 able to close those terms and conditions before the
20 bid was closed.

21 CHRISTINE MAINVILLE: Was there anyone
22 involved in overseeing both, both subcontracts, or
23 how does that --

24 MANUEL RIVAYA: Well, I mean, we had a
25 full team. I mean, if you are asking for one

1 person in particular, I don't remember. I don't
2 know. We had a proposal lead with a team of people
3 and then we had lawyers from the three companies.
4 We had commercial people from the three companies.

5 So it was made by a team, not one
6 person in particular.

7 CHRISTINE MAINVILLE: Right, but is
8 there -- I guess my question is, is there a
9 separate team for each subcontract, or are they
10 dealing with both the Thales and Alstom?

11 MANUEL RIVAYA: The team -- the lead
12 team of the proposal were leading with both
13 elements of the proposal.

14 CHRISTINE MAINVILLE: Okay. So in
15 terms of ensuring some alignment between the two
16 subcontracts, you would expect that to happen at
17 that team level?

18 MANUEL RIVAYA: Yes, yes. I don't
19 recall any issues whatsoever with that interface in
20 terms -- I mean, in terms of technical interface
21 and in terms of submitting the two subcontracts.

22 CHRISTINE MAINVILLE: You don't recall
23 that arising over of the course of the project,
24 some apparent misalignment as between the two
25 subcontracts?

1 MANUEL RIVAYA: No.

2 CHRISTINE MAINVILLE: Do you recall
3 that Alstom was expecting delivery of certain
4 elements from Thales on certain dates that were not
5 feasible for Thales?

6 MANUEL RIVAYA: I don't recall that
7 they were not feasible. I recall that there was a
8 delay by Thales, but I don't recall why Thales was
9 late.

10 CHRISTINE MAINVILLE: Okay. Would that
11 have been in respect of its final ICD or the VOBC
12 system itself? Do you recall the delays? Maybe
13 you could just speak to what you recall of Thales'
14 delays.

15 MANUEL RIVAYA: I don't -- I recall
16 that there were delays, but I don't recall what was
17 the cause or the trigger for those delays, and for
18 sure I cannot say who was causing the delay or what
19 was causing the delay.

20 CHRISTINE MAINVILLE: And do you recall
21 how that was dealt with or addressed?

22 MANUEL RIVAYA: When we were heading
23 towards the end of the project, we had several
24 discussions with Thales, with the senior management
25 of Thales, and we escalated it to the Executive

1 Committee, and we had several meetings to align on
2 a schedule with -- but I think at the time, I don't
3 remember exactly, but it was more to get the final
4 safety certificate from Alstom -- sorry, from
5 Thales. I don't remember the supplies -- I don't
6 really recall. I remember that I had meetings
7 together with my colleagues from the Executive
8 Committee with senior management of Thales to talk
9 about the schedule and about the financial
10 implications of that, but I don't remember the
11 details of what caused the delay and why things
12 were like they were.

13 CHRISTINE MAINVILLE: Okay. Do you
14 recall what planning was done for systems
15 integration --

16 MANUEL RIVAYA: No.

17 CHRISTINE MAINVILLE: -- by OLRTC? No,
18 you don't recall.

19 What was OLRTC's understanding of the
20 level of integration that was required for the
21 rolling stock and the integration system?

22 MANUEL RIVAYA: I don't understand the
23 question, sorry.

24 CHRISTINE MAINVILLE: Well, let's put
25 it this way. Did anyone have responsibility for

1 the integration of those two systems, the rolling
2 stock and the signalling system?

3 MANUEL RIVAYA: The ultimate
4 responsibility was on OLRTC.

5 CHRISTINE MAINVILLE: Do you know if
6 someone early on had that role?

7 MANUEL RIVAYA: I don't remember. I
8 don't remember, no.

9 CHRISTINE MAINVILLE: Do you recall
10 whether -- going back to my earlier question,
11 whether there was a sense that these were just two
12 systems that could ultimately be connected to each
13 other and there was not particular concern about
14 the complexity of how that needed to be done?

15 MANUEL RIVAYA: There was always
16 concern about the complexity. There was also the
17 comfort that we were dealing with two very good
18 companies with very good reputations, that
19 basically this is what they do.

20 And then we had also a group of
21 engineers that was also expert in doing this.

22 So, I mean, I think the complexity is
23 there and we acknowledged that it was complex, but
24 we also thought that we had a team structure with
25 very well-qualified players to perform the work.

1 CHRISTINE MAINVILLE: Right, okay, in
2 terms of Alstom and Thales being --

3 MANUEL RIVAYA: We had Alstom. We had
4 Thales. And there was an engineering group led by
5 SNC who had also experience in doing this, this
6 type of work.

7 CHRISTINE MAINVILLE: Do you recall who
8 was on that group for SNC?

9 MANUEL RIVAYA: No, I don't recall the
10 people exactly. I recall -- I know that SNC had
11 done this in the past, and there was an EJV there
12 with MMM, now WHP, and the whole structure of the
13 project was based on the capabilities of both
14 Alstom and Thales on delivering this scope.

15 CHRISTINE MAINVILLE: So do you recall
16 that SNC had effectively taken on that role or was
17 supposed to be overseeing that?

18 MANUEL RIVAYA: SNC as engineers, they
19 had the responsibility of - well, that is what I
20 recall - designing the whole project, including the
21 systems.

22 CHRISTINE MAINVILLE: And do you
23 recall -- because you mentioned EJV, do you recall
24 whether that was SNC as part of OLRTC or more
25 specifically the SNC entity that was part of the

1 RTG/EJV venture? I understand those to be two
2 technically separate entities.

3 MANUEL RIVAYA: So we had a team, a
4 systems team, as well OLRTC, so we had people
5 looking at the system side. Again, I don't recall
6 exactly the structure of it, but there was a group
7 of people who were looking at that from an OLRTC
8 perspective, and SNC, as part of the EJV or the EJV
9 as our subcontractor for the design scope, they had
10 also people looking at the design of the systems
11 and all that.

12 CHRISTINE MAINVILLE: Do you recall
13 that somewhere around the negotiation of the
14 subcontracts, MMM or EJV more broadly indicated
15 that they did not want to take responsibility for
16 systems integration as it related to the rolling
17 stock and the signalling system in particular?

18 MANUEL RIVAYA: I recall MMM having
19 concerns about that, and my recollection is that
20 they had an internal agreement between MMM and SNC,
21 that we were not part of it. I mean, we didn't --
22 it was not disclosed to us. But we knew that
23 something was different or they had a different
24 alignment in the EJV.

25 CHRISTINE MAINVILLE: Do you recall

1 that EJV's subcontract did not assign to them the
2 specific responsibility for systems integration of
3 the rolling stock and signalling system?

4 MANUEL RIVAYA: I don't recall that. I
5 don't recall that.

6 CHRISTINE MAINVILLE: Do you recall
7 that it spoke to interfacing but not integration?
8 Is that --

9 MANUEL RIVAYA: It could have been. I
10 don't recall it.

11 CHRISTINE MAINVILLE: And do you recall
12 whether over the course of the project SNC
13 struggled to find someone to fill the systems
14 integrator role?

15 MANUEL RIVAYA: Are you talking about
16 SNC as partner or SNC as a sub?

17 CHRISTINE MAINVILLE: As -- well, both,
18 because you have said that both had some level of
19 involvement in this work and then --

20 MANUEL RIVAYA: I don't recall having
21 specific discussions about the systems integrator
22 role. I recall that we had someone in charge
23 for -- the Alstom people in charge looking after
24 the Alstom subcontract, and we had people in charge
25 looking at the Thales subcontract. But I

1 don't -- I mean, this is very blurred right now to
2 me who was in charge of what and how that was
3 structured at the SJV and EJV level.

4 CHRISTINE MAINVILLE: Do you recall
5 someone by the name of Jacques Bergeron coming in
6 and filling perhaps part of that role?

7 MANUEL RIVAYA: Jacques?

8 CHRISTINE MAINVILLE: Jacques Bergeron,
9 or you don't know?

10 MANUEL RIVAYA: It could have been. It
11 could have been. The name rings a bell, but I
12 think Bergerons -- there are many Bergerons in
13 Canada, so I don't know if it is this one or a
14 different one.

15 CHRISTINE MAINVILLE: Okay. So do you
16 have a view as to whether ultimately OLRTC fully
17 performed this role of systems integration or
18 whether, in hindsight or not, there was some
19 recognition that it wasn't performed to the level
20 that it maybe should have been done?

21 MANUEL RIVAYA: What I will say is that
22 the expectations that we had from all the different
23 partners were different, and I -- in hindsight, I
24 mean, if I look at from today how we did things
25 originally, I wouldn't have done it the same way.

1 CHRISTINE MAINVILLE: How so?

2 MANUEL RIVAYA: Well, I mean, the
3 systems -- I mean, that downloading of certain
4 responsibilities to the subcontractors, and by
5 subcontractor, I am looking at -- I am thinking of
6 Alstom, Thales and EJV, I would have done it
7 different.

8 CHRISTINE MAINVILLE: In terms of
9 providing perhaps more oversight on the integration
10 of the systems?

11 MANUEL RIVAYA: Yes, in terms of
12 thinking more practical on the integration side, or
13 scoping them, or from some of the scope that we
14 thought that we were -- or downloading to them.

15 CHRISTINE MAINVILLE: Do you recall
16 there being some dispute over division of
17 responsibilities between Alstom and Thales in terms
18 of who, for instance, was to install the VOBC
19 system and some of the testing, the PICO testing,
20 as it related to internal components of the
21 signalling systems?

22 MANUEL RIVAYA: No, I don't. I don't
23 recall, no.

24 CHRISTINE MAINVILLE: In term of
25 systems integration more broadly, so, you know, I

1 have been focussed on the signalling system and the
2 rolling stock, but just from a more project-wide
3 perspective, was there much thought given to
4 integration at a higher level of all of the
5 different parts?

6 MANUEL RIVAYA: We had. We had --
7 between EJV and ourselves, we had a group of people
8 looking after that, so I would say yes, we were
9 given -- let's say that from a holistic approach,
10 we were taking -- I think there was a group of
11 people that was looking at that.

12 CHRISTINE MAINVILLE: Okay. Was there
13 an integrated work schedule?

14 MANUEL RIVAYA: I don't know. I think
15 so, but I don't know.

16 CHRISTINE MAINVILLE: Okay. Do you
17 recall there being issues as it related to Alstom's
18 schedule and Thales' schedule and whether those
19 aligned or how those were dealt with in relation to
20 each other?

21 MANUEL RIVAYA: When? Because the
22 project was very long.

23 CHRISTINE MAINVILLE: Yes.

24 MANUEL RIVAYA: There were many things
25 happened. And I think when we submitted the

1 proposal, that the schedules were aligned.

2 CHRISTINE MAINVILLE: Right, initially.

3 MANUEL RIVAYA: Right.

4 CHRISTINE MAINVILLE: And then can you
5 tell me a bit about over time how -- what was the
6 approach to those two schedules, the Thales
7 schedule and Alstom schedule?

8 MANUEL RIVAYA: I don't know. I don't
9 know the details of what that approach was. I
10 mean, from an Executive Committee perspective, we
11 were -- we had a monthly meeting with the team, and
12 my understanding was that the schedules were
13 aligned.

14 Then when the delays started to happen,
15 from any of them I don't know how the different
16 schedules were being aligned.

17 CHRISTINE MAINVILLE: Okay. Would that
18 have been, as a general matter, brought to the
19 Executive Committee's attention to deal with, or
20 would that have just not been really something that
21 the Executive Committee was privy to?

22 MANUEL RIVAYA: Again, the project
23 evolves, and the challenges and the issues are
24 different, and I remember at some point that we
25 were asking from the Project Team to give us more

1 detail about the integration of both the schedules
2 between Alstom and Thales and getting more involved
3 with the issues that Alstom was having on one side
4 with late delivery of the vehicles and eventually
5 Thales, with either late delivery of their products
6 or not being able to have a schedule that was
7 aligned with what the actual delivery schedule of
8 Alstom was.

9 So in the last part, in the last year
10 that I was involved in Ottawa in the project, there
11 were also discussions about the delays of Alstom
12 and the impacts or the delays of Thales. I
13 remember more the delays of Alstom than the ones of
14 Thales, but they could have been from both.

15 CHRISTINE MAINVILLE: Do you recall a
16 desire to keep the pressure on Alstom and therefore
17 deciding not to change its RSA date on its
18 schedule?

19 MANUEL RIVAYA: Well, the -- sorry,
20 which date did you say?

21 CHRISTINE MAINVILLE: For revenue
22 service availability, or basically just their --

23 MANUEL RIVAYA: Yeah, we were keeping
24 the pressure in Alstom, of course. We had
25 contractual consequences of not delivering the

1 project on time, and we had obviously reputation
2 consequences of not delivering the project on time.
3 So we were keeping the pressure on Alstom to
4 deliver the vehicles on time, and they were
5 committing to delivering the vehicles on schedules
6 that were updated almost -- I mean, I don't
7 remember if it was -- I don't remember how often
8 they were updated, but we were tracking and
9 receiving periodic updates of schedules from
10 Alstom, and we were keeping the pressure on them to
11 deliver to the schedules that they were committing
12 to.

13 CHRISTINE MAINVILLE: You said they
14 were committing to meeting that schedule. Do you
15 recall -- were you made aware of several requests
16 by Alstom to change the schedule that were refused
17 by OLRTC?

18 MANUEL RIVAYA: If it was at the back
19 end of the project, I think they were asking
20 for delay -- I mean, they were asking for extension
21 of time, and we were asking for more resources and
22 mitigation plan to deliver the vehicles as per the
23 schedule.

24 CHRISTINE MAINVILLE: And were those
25 produced to OLRTC's satisfaction?

1 MANUEL RIVAYA: I think we were getting
2 them. We were getting some schedules, and we were
3 getting commitments from Alstom that they would
4 deliver to the schedules that we were receiving.

5 CHRISTINE MAINVILLE: You think there
6 were commitments from Alstom?

7 MANUEL RIVAYA: Yes.

8 CHRISTINE MAINVILLE: Do you recall
9 Alstom writing to OLRTC indicating that it could
10 not produce -- it would not be able to produce all
11 of the vehicles by the RSA date and by -- I'll give
12 you a more specific date, if I can.

13 In May 2017, do you recall Alstom
14 making clear that it would not be feasible to have
15 all 34 LRVs ready for RSA?

16 MANUEL RIVAYA: I don't recall that. I
17 would imagine that if it was in '17, as a response
18 to that, we would ask for a mitigation plan
19 acceleration. I mean, I know that at that time we
20 were discussing about double shift and we were
21 discussing about weekends.

22 So if it was in '17, I don't remember
23 that specific letter, but I remember that we were
24 dealing with it -- I mean, with the issue of the
25 schedule, the way we would deal with is by asking

1 them to deliver to the original schedule, yes.

2 CHRISTINE MAINVILLE: Do you recall
3 when Thales was granted an extension to the RSA in
4 December 2017?

5 MANUEL RIVAYA: No, I don't recall
6 that. Thales or Alstom?

7 CHRISTINE MAINVILLE: Thales.

8 MANUEL RIVAYA: To the RSA?

9 CHRISTINE MAINVILLE: Yeah, to what was
10 then the May 2018 RSA.

11 MANUEL RIVAYA: Well, but that is
12 different. Okay, so you are not -- revenue service
13 availability, May --

14 CHRISTINE MAINVILLE: May 2018 was the
15 original revenue service availability date;
16 correct?

17 MANUEL RIVAYA: I don't -- yeah, it
18 could have been. I don't remember that date. I
19 thought it was later, to be honest, but it could
20 have been May, yes.

21 CHRISTINE MAINVILLE: Okay. Do you
22 recall Thales being granted an extension to that
23 date?

24 MANUEL RIVAYA: When?

25 CHRISTINE MAINVILLE: Around December

1 2017.

2 MANUEL RIVAYA: It could have been,
3 yes.

4 CHRISTINE MAINVILLE: Do you recall --

5 MANUEL RIVAYA: I mean, I
6 recall -- look, there was -- I recall that as we
7 were getting towards the let's say expected date,
8 and the dates right now are moving because I don't
9 know what I was thinking that the date was
10 September, but I guess that is when -- our date was
11 September, but now that you tell me about May, yes,
12 it brings about that it was May and we extended
13 that to September initially and then eventually to
14 December, and there were more issues at that time,
15 right.

16 CHRISTINE MAINVILLE: Do you recall
17 whether Alstom would have been notified of Thales'
18 extension?

19 MANUEL RIVAYA: I don't know. I don't
20 know.

21 CHRISTINE MAINVILLE: Would it be your
22 expectation that there would be some coordination
23 to make sure the schedules still aligned or would
24 the approach be to leave it to maintain pressure on
25 Alstom?

1 MANUEL RIVAYA: That is a tricky
2 question because the schedules should align the way
3 it was anticipated originally, right. So if, for
4 example, Alstom had to deliver the vehicles in
5 month 10 and then Thales had six months to do their
6 work after all the vehicles were delivered, I don't
7 know. I mean, if we were giving certain extension
8 to Thales, it doesn't mean that we had to give the
9 same extension to Alstom if the time between when
10 Alstom was finishing and Thales had to finish had
11 been compressed, right.

12 So I think this is a more complex
13 discussion and I am not able to talk about that.

14 CHRISTINE MAINVILLE: Okay.

15 MANUEL RIVAYA: I think when -- at the
16 time what I can is that yes, we were pushing Alstom
17 to deliver because our view is that they were a lot
18 more delayed than the rest of the elements of the
19 project.

20 CHRISTINE MAINVILLE: Okay, and just to
21 be clear, would that be something that would come
22 to the Executive Committee's attention and would
23 any direction be given as it relates to that, to
24 whether, you know, whether to look at, okay, given
25 an extension granted to -- let's go off record for

1 a second.

2 [Reporter's Note: Reporter's Internet
3 had Previously Disconnected - Off the
4 Record Discussion to Discuss Technical
5 Issues.]

6 -- RECESSED AT 10:34 A.M.

7 -- RESUMED AT 10:46 A.M.

8 CHRISTINE MAINVILLE: So, Mr. Rivaya,
9 do you have any recollection of when OLRTC would
10 have come to the conclusion that the RSA date would
11 not be met, the original RSA date?

12 MANUEL RIVAYA: I think probably at the
13 end of 2017 we had -- we had a number of workshops
14 to look at the revenue demonstration date, and I
15 think that was the time, either at the end of
16 early -- yeah, at the -- more or less about that
17 time.

18 CHRISTINE MAINVILLE: And what is your
19 sense of how accurate a picture the Executive
20 Committee had of what was happening on the ground?
21 So what was being reported to it by the various
22 Project Directors, do you have a sense of how
23 accurate a picture you had of the delays and the
24 impact on the various milestones?

25 MANUEL RIVAYA: When -- I remember that

1 when -- the project was very long, so I think we
2 were made aware of the challenges at the same time
3 that we were made aware of certain mitigation
4 strategies that were taken by the Project Team.

5 And then when things started to look
6 more -- we were also asking, by the way, as
7 Executive Committee, the Project Team to come with
8 mitigation strategies to meet the schedule, and
9 when things were getting more difficult, then is
10 when we put this team together to look at where was
11 the most -- the date that more likely we could
12 achieve the schedule.

13 And I think, if I am not wrong, this
14 was at the end of 2017. I don't remember the
15 outcome of that workshop or those workshops in
16 terms of dates. I don't remember when we first
17 arrived to the conclusion that it was going to be
18 on a later date than the main date, if it was
19 before or after that workshop, but I think it was
20 around there.

21 CHRISTINE MAINVILLE: Sorry, you are
22 saying there was something put in place for closer
23 monitoring at that point in time?

24 MANUEL RIVAYA: It was a -- yeah, well,
25 yes, so there was -- I don't -- yes, there was

1 a -- look, I don't remember well. It is -- I
2 remember the workshop, and I remember that we had
3 the workshop to arrive to a schedule that give
4 us that with a level of confidence, and I remember
5 that after the workshop, we started to monitor more
6 frequently the project.

7 If it was in February or May, I don't
8 remember exactly, but that is -- it was around that
9 time.

10 CHRISTINE MAINVILLE: Do you recall
11 what the main cause of the -- what drove pushing
12 back the RSA date? Was it the rolling stock or the
13 infrastructure, or was it a combination of various
14 things?

15 MANUEL RIVAYA: It was a combination of
16 various things, but what was clear is that the
17 rolling stock was not going to be supplied on time
18 to be able to do all the testing, commissioning,
19 integration and everything.

20 CHRISTINE MAINVILLE: Okay, and what
21 mitigation -- what were the main mitigation
22 strategies put in place in particular as it related
23 to the rolling stock that you can recall?

24 MANUEL RIVAYA: I don't remember. I
25 know that we were asking for mitigated schedules

1 from Alstom on a -- I mean, continuously, right,
2 but I don't remember which mitigation strategies
3 Alstom was putting in place.

4 CHRISTINE MAINVILLE: Do you recall
5 whether there was an inability to accelerate parts
6 of the project as a result of financial pressure?
7 So was there an inability to commit sufficient
8 resources, whether by OLRTC or Alstom?

9 MANUEL RIVAYA: From OLRTC we had
10 financial issues, but there was never, let's say, a
11 slow-down or less commitment of resources by OLRTC
12 partners towards the project, right.

13 There were disputes with suppliers, and
14 we had our different perspective of who was
15 responsible for certain delays, including Alstom.
16 By Alstom, I don't know what they did, but they
17 were committing to us to schedules that were not
18 being met at the time and that those commitments
19 were done at the Executive level also.

20 So I don't -- I don't think the
21 financial -- I mean, if Alstom was not putting
22 enough resources because they were in financial
23 troubles, I don't know. I tell you that it was not
24 OLRTC partners who did not commit to enough
25 resources to have the project going on. We thought

1 that the delays of Alstom were the responsibility
2 of Alstom, so we were not ready to pay them for
3 more money for those delays even if they were
4 asking for money.

5 And to be honest, I don't recall any
6 specific claims from Alstom. I mean, I suppose
7 they were, but they were not -- the discussions
8 that we had with Alstom were not related to
9 financial aspects.

10 CHRISTINE MAINVILLE: And who made
11 those commitments from Alstom at the Executive
12 level in terms of committing to the schedule?

13 MANUEL RIVAYA: We had meetings --
14 there were meetings with the President of Alstom in
15 Canada, or I think it was the President of Alstom
16 in Canada, and I remember there were some meetings
17 with -- responsible for Alstom in North America
18 that was based in New York, the meetings or calls
19 or discussions, either as Executive Committee or by
20 the different partners.

21 CHRISTINE MAINVILLE: Would Alstom's
22 correspondence about scheduling go to the Executive
23 Committee?

24 MANUEL RIVAYA: I don't remember that.

25 CHRISTINE MAINVILLE: And it is fair to

1 say that the construction delays significantly
2 impacted OLRTC financially; is that fair?

3 MANUEL RIVAYA: They didn't -- I mean,
4 OLRTC was impacted financially by a number of
5 things, but one of them could have been the delays
6 and the acceleration measures that had to be taken,
7 put in place by OLRTC.

8 CHRISTINE MAINVILLE: So why do you say
9 that didn't impact ultimately the resources
10 committed? How was that alleviated, the financial
11 pressure?

12 MANUEL RIVAYA: The partners were
13 sending money to the joint venture so that the
14 joint venture could meet their financial
15 obligations.

16 CHRISTINE MAINVILLE: Do you recall
17 when the City underwrote RTG's debt? Would you
18 have been aware of that?

19 MANUEL RIVAYA: Yes.

20 CHRISTINE MAINVILLE: And this was
21 around 2017, if you recall?

22 MANUEL RIVAYA: Yes.

23 CHRISTINE MAINVILLE: Did that have an
24 impact on the project, whether in terms of the
25 relationship with the City or any kind of power

1 differential?

2 MANUEL RIVAYA: There was an
3 attempt -- there was -- so the City became both
4 client and lender, and they were trying to use
5 their lender's -- they were trying to use their
6 lender's, let's say, role to impose or to trigger
7 certain things from RTG and therefore from OLRTC.

8 So there was some -- I don't know which
9 word to use, but there was some challenges there.

10 CHRISTINE MAINVILLE: How did that
11 manifest itself? Like how would you --

12 MANUEL RIVAYA: I don't remember the
13 details. I know that there are -- there is --
14 there was something in the contract related to
15 supplier of mitigation plans or something that they
16 were trying to use their lender's hat to force us
17 to disclose something, but I don't remember. I
18 don't remember exactly the details.

19 I remember there was some discussions
20 around that and with the independent certifier --
21 not the independent certifier, the LTA and RTG.

22 CHRISTINE MAINVILLE: So did that have
23 an impact on information-sharing with the City?

24 MANUEL RIVAYA: From OLRTC?

25 CHRISTINE MAINVILLE: Yes.

1 MANUEL RIVAYA: I don't think so. I
2 don't think so.

3 CHRISTINE MAINVILLE: Did you perceive
4 an impact on that as it relates to RTG and the
5 City?

6 MANUEL RIVAYA: I don't remember. I
7 know it was probably a game of trying to get more
8 information and we trying to use some, but it is
9 not so much getting more information. I don't --
10 look, I don't remember exactly what the nuance was
11 there, but I remember there was some sort of nuance
12 in that relationship at the time because of that.

13 CHRISTINE MAINVILLE: And do you recall
14 any changes to -- resulting changes to the
15 monitoring by the senior creditor's technical
16 advisor?

17 MANUEL RIVAYA: I don't recall that.

18 CHRISTINE MAINVILLE: Okay. What would
19 you say would have been OLRTC's level of
20 transparency about the delays vis-à-vis RTG? Were
21 they fully -- was RTG fully apprised of the
22 challenges and the delays as OLRTC's Executive
23 Committee would have been, or was there -- what was
24 the level of information being forwarded on?

25 MANUEL RIVAYA: I think they were

1 similarly aware of the challenges. I mean, maybe
2 they didn't have the same level of detail, but by
3 the time when things were getting more complicated,
4 I think we were trying to manage the schedule to
5 the best of our abilities, trying to meet
6 contractual obligations, and also, I mean,
7 explaining what the mitigation strategies were.

8 CHRISTINE MAINVILLE: And were you at
9 the table with the City occasionally or frequently?

10 MANUEL RIVAYA: We had meetings with
11 the City, yes.

12 CHRISTINE MAINVILLE: Yes. What was
13 the level -- or how would you characterize the
14 level of transparency with the City about the
15 delays and challenges?

16 MANUEL RIVAYA: I don't remember. We
17 had a number of without prejudice meetings, so --
18 but I don't remember the level of transparency at
19 the time.

20 CHRISTINE MAINVILLE: Is it fair to say
21 that there was some reluctance to keep the City
22 fully apprised of the delays?

23 MANUEL RIVAYA: When?

24 CHRISTINE MAINVILLE: Well, as the May
25 2018 RSA date is approaching, so in 2017, and I

1 understand your evidence, I think that by the end
2 of 2017 it was known that the RSA date would not be
3 met.

4 But even backing up and leading up to
5 that, I take it OLRTC would have had concerns about
6 meeting that RSA date; is that fair to say?

7 MANUEL RIVAYA: Yes, but at the same
8 time we were getting mitigation schedules and plans
9 to meet the date, so I mean, it was tight, but
10 there was -- I believe that the date could have
11 been met based on everybody meeting the schedules
12 that they were committing to.

13 CHRISTINE MAINVILLE: And do you think
14 those plans and schedules were realistic in
15 hindsight?

16 MANUEL RIVAYA: Of course. I mean,
17 if -- realistic? It is complicated to respond to
18 that, because if we are basing a schedule in
19 another schedule that a key supplier like Alstom or
20 like Thales is giving us or like many others that
21 we had in the project, and we are putting all of
22 them together and the different -- or the main
23 suppliers they were committing to schedules. It is
24 not that we had a huge float in the project, but if
25 everybody had met their schedule, we could have met

1 our schedule.

2 So I mean, it is a difficult question
3 to respond because you have to be at that time
4 living the project, and the push by everybody was
5 to meet and to commit to the schedule and to seek
6 from the different participants in the project
7 commitment to meet that schedule.

8 So that was the line of work of
9 everybody until it became apparent that it was not
10 going to be met, and I suppose that we communicated
11 that to the City, and I don't remember exactly when
12 that happened.

13 CHRISTINE MAINVILLE: Put it this way.
14 When you are attending meetings with the City and
15 scheduling is discussed, is OLRTC doing some of the
16 talking, or that really is up to RTG?

17 MANUEL RIVAYA: No, we, as OLRTC, we
18 did a lot of the talking, yes.

19 CHRISTINE MAINVILLE: About the
20 scheduling?

21 MANUEL RIVAYA: Yes.

22 CHRISTINE MAINVILLE: And so how
23 transparent was OLRTC with the City about the
24 delays? And maybe I could phrase it this way.
25 Would you give them the most optimistic scenario,

1 like we will need it, or would you give them the
2 lay of the land in terms of the risks of not
3 meeting the schedule?

4 MANUEL RIVAYA: We were -- I don't
5 remember. I honestly don't remember exactly, and
6 we had many meetings with the City in different --
7 under different -- I mean, we had at different
8 times and the circumstances were different, so I
9 don't -- I mean, it could have been -- what I can
10 tell you is that every time that we gave
11 commitments about dates or a schedule, we had a
12 support or we had an understanding that that could
13 have been met. If we weren't transparent, if it
14 was very optimistic or slightly optimistic or very
15 pessimistic, I don't think we entered into that
16 level of discussion.

17 They had their views and we could
18 acknowledge or not that it was very optimistic, but
19 if we presented a schedule, it is because a
20 schedule was -- we thought that the schedule could
21 have been met. Obviously, it could have been
22 optimistic or with no float. Then, therefore,
23 someone could say, How can you think that it was
24 possible if you didn't have any float? Okay, that
25 is -- you can take that, but I didn't think we ever

1 went with a schedule saying it cannot be met if we
2 didn't think it could be met.

3 CHRISTINE MAINVILLE: Okay. So you
4 wouldn't say that the RSA date was artificially
5 maintained for a period of time, even though there
6 was a recognition that it could not be met?

7 MANUEL RIVAYA: No, there was at some
8 point -- again, there was a dispute with the City
9 about -- so what we -- there were -- we had -- it
10 is true that we had to inform the City about
11 revenue service demonstration or substantial
12 completion. That was a contractual obligation.

13 And there was -- I remember there was,
14 again, a - I don't know how to call it - nuance in
15 the contract that said that we had to demonstrate
16 that we were able to meet substantial completion as
17 eventually modified, or substantial completion was
18 defined as a date or as eventually modified by the
19 contract, and we were taking the position that
20 there were delays, delay events, that gave us an
21 extension to that substantial completion date.

22 So at some point we were playing with
23 that to justify meeting a contractual date, but I
24 think in any time -- I think we were trying to --
25 that there was -- I don't remember, but I think

1 that was separate from other discussions about the
2 schedule, right, so we were keeping our contractual
3 position that we were in the schedule and we were
4 going to meet the schedule also.

5 But I don't -- again, it is -- I don't
6 remember the details of those discussions or
7 those -- and when things happened and what is the
8 chain of events that happened at the time.

9 CHRISTINE MAINVILLE: If I tell you the
10 V5 schedule that Alstom was working towards, does
11 that --

12 MANUEL RIVAYA: No.

13 CHRISTINE MAINVILLE: -- ring a bell to
14 you?

15 MANUEL RIVAYA: No.

16 CHRISTINE MAINVILLE: Okay. How did
17 the City respond to the delay to the RSA date?

18 MANUEL RIVAYA: I don't remember.

19 CHRISTINE MAINVILLE: As that date was
20 further delayed, so after the original delay which
21 was, if you recall, from May 2018 to, I think,
22 November 2018, as that is pushed even further back,
23 do you recall what the City's stance is in respect
24 of these delays? Was there increasing pressure?
25 How did that translate, to your recollection?

1 MANUEL RIVAYA: I don't remember.
2 There was a change in people at the project, and I
3 think what I remember is when we changed the
4 management team at the project level, there were
5 discussions with the City, but I don't remember how
6 the City responded to each one of those delays.

7 And I guess after -- I don't know
8 anything after December 2018.

9 CHRISTINE MAINVILLE: And there were,
10 as you say, changes to the management team at
11 OLRTC, right?

12 MANUEL RIVAYA: Yes.

13 CHRISTINE MAINVILLE: And that was --
14 in particular, there were big changes in the summer
15 of 2018?

16 MANUEL RIVAYA: Was it summer? I don't
17 remember when it was. I don't know.

18 CHRISTINE MAINVILLE: Would it have
19 been shortly after the RSA -- the first RSA date
20 passed? So that would have been May 2018, and so
21 that was missed.

22 Were there resulting changes to the
23 management team then?

24 MANUEL RIVAYA: There were changes. I
25 don't remember when the changes were, when we did

1 the changes. I don't remember the --

2 CHRISTINE MAINVILLE: Let me phrase it
3 this way. Was the fact of missing the original RSA
4 date, was that an event that prompted like an
5 effort to change up the management team, or was
6 that unrelated?

7 MANUEL RIVAYA: I mean, there was -- I
8 don't remember when we made the decision and when
9 it was implemented and how, but obviously if there
10 was -- we were not happy with how things were
11 evolving in the project, we decided to make
12 a -- there was a decision to make a change in how
13 the project was delivered and by whom.

14 CHRISTINE MAINVILLE: And that would
15 have been at the Executive Committee level those
16 decisions?

17 MANUEL RIVAYA: Yes.

18 CHRISTINE MAINVILLE: And so was
19 there -- when new people were brought in, after
20 the -- at least after the original RSA date that
21 has passed, so later on in the project, like 2018,
22 is there a change in direction being given from the
23 Executive Committee to the new management team?

24 MANUEL RIVAYA: The change in
25 direction?

1 CHRISTINE MAINVILLE: Or tone in terms
2 of what is being conveyed about what needs to be
3 done?

4 MANUEL RIVAYA: I think different
5 people have different approach to how they
6 communicate things and how they position things,
7 and we make decisions based on the information that
8 is available to us.

9 So if there was a change, it is
10 probably because what was being told -- I mean, at
11 the time also there was a very senior person from
12 SNC who took the leadership under his
13 responsibility, the leadership of the project, and
14 how he communicated to us how the project was would
15 have made us take -- make a different decision or
16 approach or whatever, right.

17 But if there was a change in the tone,
18 it was because we were trying to -- or we were
19 following the lead of the Project Management Team,
20 and eventually more confidence that -- we had more
21 confidence that the new either dates or calendar or
22 whatever was more feasible than it was before.

23 So once everybody knew about, probably
24 it was a different tone. But again, I mean, I
25 don't remember the details. I'm speculating.

1 CHRISTINE MAINVILLE: Well, so you are
2 saying the schedule may have at that point been
3 more realistic so there was a different tone.

4 Would there not have been additional pressure to
5 get to -- to meet that new date, the new RSA date?

6 MANUEL RIVAYA: The pressure was always
7 there. There was no change in pressure.

8 CHRISTINE MAINVILLE: Okay. And who
9 was this new SNC person you mentioned?

10 MANUEL RIVAYA: Rupert Holloway.

11 CHRISTINE MAINVILLE: Rupert Holloway,
12 okay. So what was the change that he brought, if I
13 understand your evidence correctly?

14 MANUEL RIVAYA: So he -- so when he got
15 on board, we made also another change to split the
16 delivery of the systems from the delivery of the
17 civil works to have a more dedicated -- or more
18 expert and dedicated person to the systems side.

19 And I guess he was more open, more
20 transparent about how the project was. I don't
21 remember. But I did note -- I did -- there was a
22 change in the tone at the time with the new
23 management and the City.

24 CHRISTINE MAINVILLE: In what way?

25 MANUEL RIVAYA: They seemed to work

1 together better.

2 CHRISTINE MAINVILLE: So he would have
3 been the one driving that as opposed to him being
4 directed to approach things in a different way; is
5 that fair to say?

6 MANUEL RIVAYA: I guess, yes. I mean,
7 he was a member of the Executive Committee before
8 he got the Project Director role, right. So, I
9 mean, that is why that is kind of a blur how that
10 one thing transitioned into another. I don't think
11 there was a different direction. It was more
12 probably a personal approach. Probably he was more
13 aware of things that we were not aware. I don't
14 know. I mean, it is --

15 CHRISTINE MAINVILLE: Okay.

16 MANUEL RIVAYA: The City also changed
17 their approach I think at the time, so -- just
18 because we changed the person. So I think it is a
19 new -- it was a new -- generally speaking, it was a
20 new approach to everything.

21 CHRISTINE MAINVILLE: So was it more
22 effective from your perspective?

23 MANUEL RIVAYA: More effective in which
24 sense?

25 CHRISTINE MAINVILLE: Well, was it

1 working better with the City and being more -- just
2 more effective in terms of the project advancing
3 and in terms of relationships?

4 MANUEL RIVAYA: I think when he got on
5 board, it was -- I don't know if it was more
6 effective. The relationship improved -- with the
7 City improved, and we -- the messaging was that we
8 were working together against a schedule. There
9 were difficulties always coming from everywhere,
10 but we were trying to work together against that
11 new schedule. And the things certainly improved
12 with the City at that time.

13 CHRISTINE MAINVILLE: Did you
14 understand whether things improved with the
15 subcontractors, Alstom or Thales, or were there
16 complaints coming out of them?

17 MANUEL RIVAYA: I don't have -- I don't
18 remember --

19 CHRISTINE MAINVILLE: Okay.

20 MANUEL RIVAYA: -- if there were more
21 complaints or less complaints with Alstom. We were
22 trying -- we tried to do everything that -- I
23 remember that we were trying to do as much as we
24 could to have a clear picture of where we were, but
25 also to make everybody accountable for what they

1 were saying or they were committing to.

2 CHRISTINE MAINVILLE: Was your
3 departure tied to this change in management?

4 MANUEL RIVAYA: To which change in
5 management?

6 CHRISTINE MAINVILLE: Well, the --

7 MANUEL RIVAYA: Oh, my departure from
8 Dragados was a personal decision.

9 CHRISTINE MAINVILLE: Okay, when you
10 leave -- and you said December 2018, but did you
11 not stay until January 2019?

12 MANUEL RIVAYA: Yes, but I gave notice
13 in December 2018.

14 CHRISTINE MAINVILLE: Okay, when you
15 are leaving the project, was it known that the
16 new -- well, what was the new RSA date at that
17 point; do you recall?

18 MANUEL RIVAYA: I don't remember.

19 CHRISTINE MAINVILLE: Ultimately, it
20 was end of August 2019. Do you know if that was
21 what you were working towards?

22 MANUEL RIVAYA: No, no, it was not that
23 date. It was an earlier date.

24 CHRISTINE MAINVILLE: Okay. And what
25 did you think of the state of readiness at that

1 point in time when you left?

2 MANUEL RIVAYA: I think we were getting
3 there. I -- what I recall is that -- what I recall
4 is whatever the date was when I left, I thought it
5 was possible, provided that -- I mean, the two
6 main -- at the time, the two main, let's say,
7 challenges were with Alstom and Thales and both of
8 them getting to the end date.

9 So when I left, I think my perspective
10 was that the schedule was feasible.

11 CHRISTINE MAINVILLE: And can you speak
12 to testing and commissioning and, first of all, do
13 you recall what the original plans were for testing
14 and commissioning, when they were devised, and let
15 me say this more specifically, for integration
16 testing or systems assurance?

17 MANUEL RIVAYA: No.

18 CHRISTINE MAINVILLE: You don't recall
19 what the plan was?

20 MANUEL RIVAYA: No. We had a number of
21 months there, but I don't know the specifics of
22 that plan.

23 CHRISTINE MAINVILLE: Did you know
24 whether there was a plan for trial running?

25 MANUEL RIVAYA: If there was a plan for

1 trial running? I think so, but I don't -- it may
2 be -- I don't remember. No, I don't remember.

3 CHRISTINE MAINVILLE: You don't recall
4 who devised the criteria or who took charge of
5 creating that plan?

6 MANUEL RIVAYA: No.

7 CHRISTINE MAINVILLE: Are you aware of
8 how -- well, first of all, the integration testing
9 phase became compressed; is that fair to say?

10 MANUEL RIVAYA: It became compressed?
11 I cannot talk about that. I think -- no, I don't
12 know if it became compressed or with a different
13 strategy or how it became -- no, I cannot tell you.

14 CHRISTINE MAINVILLE: Okay. But when
15 you left, I don't think trains were able to run the
16 whole line; is that your recollection?

17 MANUEL RIVAYA: No, I think they were
18 able to run the whole line, that the tunnel was
19 connected and there were trains going from one
20 way -- from one edge to another of the project. So
21 I don't think -- I don't know at which speed, at
22 which level, but I think they were already able to
23 go from one end to another.

24 CHRISTINE MAINVILLE: Do you recall the
25 contract or schedule, K1 more specifically, of

1 Alstom's subcontract, requiring OLRTC to make the
2 entire Confederation Line available to Alstom for
3 integration testing by the RSA date? Would that
4 ring a bell?

5 MANUEL RIVAYA: No.

6 CHRISTINE MAINVILLE: And I just
7 wondered -- so if you don't recall, that is fine,
8 but I wondered how that made sense that the line
9 needed to be available for testing by the RSA date
10 if presumably integration testing should occur
11 prior to the RSA date?

12 MANUEL RIVAYA: I don't remember the
13 details of that sequence and what scopes were
14 involved in each one of these dates.

15 CHRISTINE MAINVILLE: Okay. Who would
16 have been -- we spoke earlier about the technical
17 team being involved in the technical aspects of the
18 contract. Who would have been in charge of the
19 provisions relating to testing and commissioning?
20 Would that have been the same team?

21 MANUEL RIVAYA: The same team as which
22 one?

23 CHRISTINE MAINVILLE: As the technical
24 team that you mentioned that was involved --

25 MANUEL RIVAYA: In the proposal?

1 CHRISTINE MAINVILLE: In the proposal,
2 yes.

3 MANUEL RIVAYA: Yes, it will be the
4 ones, let's say, planning for how the project had
5 to be delivered as a whole.

6 CHRISTINE MAINVILLE: So this is the
7 Roger person in particular, the Proposal Director
8 that we didn't recall the last name, right?

9 MANUEL RIVAYA: Yes.

10 CHRISTINE MAINVILLE: Do you recall
11 there ever being any discussions about a soft start
12 or a progressive start to operations?

13 MANUEL RIVAYA: When?

14 CHRISTINE MAINVILLE: At any time,
15 including very early on, so when the contract was
16 devised and then later on.

17 MANUEL RIVAYA: No, I don't recall
18 that.

19 CHRISTINE MAINVILLE: Do you recall
20 whether then the intention was always for the full
21 system to start on day one?

22 MANUEL RIVAYA: In the contract?

23 CHRISTINE MAINVILLE: Yes.

24 MANUEL RIVAYA: I think so, yes.

25 CHRISTINE MAINVILLE: Was that -- was

1 there any expectation in terms of how long after
2 the RSA date operations would begin?

3 MANUEL RIVAYA: So RSA date is revenue
4 service availability?

5 CHRISTINE MAINVILLE: Yes.

6 MANUEL RIVAYA: So I think the contract
7 anticipated operations to start the day after
8 revenue service availability, but I don't know,
9 because I know in other contracts they have that
10 ability to -- I mean, it was -- if it was the
11 ultimate made decision of the City to when those
12 operations could start. I don't remember the
13 specifics of this contract.

14 CHRISTINE MAINVILLE: And do you have
15 experience in other projects enough to be able to
16 say what may be standard in that respect and in
17 terms of whether to have a progressive start or not
18 in the case of a new system?

19 MANUEL RIVAYA: I know that in
20 other -- I cannot say specifically where, but I
21 know that there were -- I remember having
22 discussions about a more progressive approach to
23 start operations and the City was reluctant to
24 that.

25 CHRISTINE MAINVILLE: The City was --

1 sorry?

2 MANUEL RIVAYA: Reluctant.

3 CHRISTINE MAINVILLE: Reluctant?

4 MANUEL RIVAYA: Yes.

5 CHRISTINE MAINVILLE: So when would
6 that have been?

7 MANUEL RIVAYA: It was -- it would have
8 been in the last period of -- I mean, at the end of
9 when I was involved, or in the last year or so, the
10 last year and a half or so.

11 CHRISTINE MAINVILLE: So around 2018?

12 MANUEL RIVAYA: Yeah, but I don't know,
13 it was -- they were very -- I think they were very
14 high level discussions, think could have even been
15 side discussions but not formal discussions,
16 because our obligation in the contract was revenue
17 service availability.

18 CHRISTINE MAINVILLE: Right. Do you
19 recall whether it was OLRTC who raised this with
20 the City?

21 MANUEL RIVAYA: I don't remember.

22 CHRISTINE MAINVILLE: Do you recall
23 Alstom raising this issue about a soft start?

24 MANUEL RIVAYA: No.

25 CHRISTINE MAINVILLE: You don't recall,

1 or --

2 MANUEL RIVAYA: No, I don't recall.

3 CHRISTINE MAINVILLE: Okay. Do you
4 have any sense of whether there was an expectation
5 in terms of the -- well, was there any provisions
6 made for or planning for a burn-in period or just
7 any kind of prolonged period where the trains would
8 do dry runs?

9 MANUEL RIVAYA: There was -- yes, I
10 think there was something in the plan to do burn-in
11 of the vehicles, but I don't remember the details
12 of that, of how that was planned at the time.

13 CHRISTINE MAINVILLE: Okay. Do you
14 have any recollection of what the expectations were
15 in terms of when the system would be ready, what
16 the level of reliability was expected to be in
17 terms of, you know, whether the criteria were set
18 at a particular level to basically inform how the
19 system would be expected to perform by that point
20 in time?

21 MANUEL RIVAYA: No, I don't recall
22 anything like that.

23 CHRISTINE MAINVILLE: Okay. Do you
24 have any views as to the suitability of the MSF for
25 vehicle manufacturing?

1 MANUEL RIVAYA: Do I have any opinion,
2 did you ask?

3 CHRISTINE MAINVILLE: Yes, or views.
4 Even as the project ultimately unfolded, do you
5 have any views as to whether it was a suitable
6 facility ultimately for the work that was done
7 there?

8 MANUEL RIVAYA: We followed the lead of
9 Alstom in that sense, and I think they told us they
10 had done that in the past in other projects, and I
11 don't see -- I don't see why it wouldn't be
12 possible to do it the way they had it anticipated.

13 So for me, it was not -- it shouldn't
14 have been a problem.

15 CHRISTINE MAINVILLE: Do you have any
16 understanding of what Alstom's main challenges were
17 on this project?

18 MANUEL RIVAYA: I know -- I mean, there
19 was -- they had -- there was a challenge -- I mean,
20 this was the beginning of the project, getting
21 approval from the City, from the technical advisor
22 of the City of their car body steel components.
23 There were a lot of discussions about that. We had
24 to do -- or Alstom had to do a lot of reports
25 around the materials that they were planning to use

1 there.

2 CHRISTINE MAINVILLE: Sorry, did you
3 say the bogey?

4 MANUEL RIVAYA: The car body steel.

5 CHRISTINE MAINVILLE: Car body steel?

6 MANUEL RIVAYA: Yes.

7 CHRISTINE MAINVILLE: Okay.

8 MANUEL RIVAYA: Yes. That is what I
9 remember. It could have been a different thing,
10 but that is -- that delayed the approval of the
11 design of the train of Alstom.

12 Then they had -- they changed their
13 approach to manufacturing and certifying the
14 vehicles, so there were different -- I mean, there
15 were -- there was -- the plan that they followed at
16 the end was different to the plan that they
17 follow -- they had planned, that they had in the
18 proposal. I think they wanted -- they had planned
19 originally to certify the vehicle in a facility
20 that they have in the U.S., and because they
21 changed that plan -- I think what I remember from
22 that time is that it was because the delays that
23 they had in the approval from the City of that
24 steel component of the car body.

25 And so they had -- since the plan was

1 always to manufacture the vehicles in Ottawa and
2 they had to move all the tooling and everything to
3 Ottawa, I think they changed the approach, and they
4 proposed to certify the vehicles in that -- in the
5 first -- in the west -- sorry, in the -- in the end
6 of the project.

7 So that is -- and then when the
8 vehicles were manufactured and we started to test
9 them or they started to test them and doing some of
10 the testing in the project, then they started to
11 identify problems in a number of elements. But I
12 don't remember exactly which ones they were.

13 CHRISTINE MAINVILLE: Okay. And do you
14 recall the move of the manufacturing for the first
15 two LRVs, which is what I think you are
16 referencing, do you recall that having an impact on
17 validation testing in that there was a plan
18 initially to have early -- I think you have called
19 it commissioning, early validation testing of the
20 prototype vehicles prior to production of the
21 entire fleet; does that sound --

22 MANUEL RIVAYA: Yes, I think the word
23 that I use is certification, and it could be
24 validation, even though --

25 CHRISTINE MAINVILLE: Yes, sorry,

1 certification, yes.

2 MANUEL RIVAYA: Yes, so there was a
3 plan -- a change in that plan. I don't remember
4 the original plan and the final plan, because right
5 now I don't know if it was France, U.S. and Canada,
6 so it was the three locations, so I don't know
7 exactly how they planned to do it.

8 CHRISTINE MAINVILLE: Do you recall
9 ultimately that there was no early certification or
10 validation tests done, that it was done quite late?

11 MANUEL RIVAYA: I recall that there was
12 a delay in that certification process. If I am not
13 wrong, part of the issue was that delay in the
14 approval of the design that also triggered, let's
15 say, a delay of all the setup of -- I mean, the
16 start of manufacturing and all that tooling -- all
17 the preparation work.

18 CHRISTINE MAINVILLE: Do you recall
19 whether it was also delayed because of the track
20 availability?

21 MANUEL RIVAYA: For the certification?

22 CHRISTINE MAINVILLE: Yes.

23 MANUEL RIVAYA: No, I don't recall
24 that.

25 CHRISTINE MAINVILLE: Okay. Do you

1 recall some delays to the test track, the test
2 track being made available late?

3 MANUEL RIVAYA: No.

4 CHRISTINE MAINVILLE: Do you know
5 whether the original intention was for the test
6 track to mainly be used by Alstom?

7 MANUEL RIVAYA: I don't remember. I
8 don't think -- I don't think we had -- I don't
9 remember. I don't think we had a test track
10 originally planned here, but I may be wrong.

11 CHRISTINE MAINVILLE: So initially, it
12 was going to be just the entire line made available
13 for various testing?

14 MANUEL RIVAYA: I don't remember.

15 CHRISTINE MAINVILLE: Okay. And in
16 case it refreshes your memory, I believe the test
17 track ultimately was towards Blair Station, in that
18 section of the track, potentially --

19 MANUEL RIVAYA: I mean, I am looking
20 right now at -- I don't remember which station. I
21 am looking at where the MSF was, but I think it was
22 south of the line and it was to the east, if I am
23 not wrong.

24 CHRISTINE MAINVILLE: Do you recall
25 that the MSF was delivered late?

1 MANUEL RIVAYA: No, it was not
2 delivered late.

3 CHRISTINE MAINVILLE: Was it delivered
4 complete?

5 MANUEL RIVAYA: To whom?

6 CHRISTINE MAINVILLE: To Alstom?

7 MANUEL RIVAYA: I think so.

8 CHRISTINE MAINVILLE: So you think it
9 was delivered in a suitable condition for what was
10 intended when it was to be delivered, like train
11 manufacturing?

12 MANUEL RIVAYA: Oh, yes, yes, it was.
13 It was because I remember walking into the MSF and
14 everything was finalized. It had already been
15 transferred to Alstom, and there was not a lot of
16 activity going on there at the time. So I don't
17 think there was a delay in the supply of our -- in
18 the delivery of the MSF.

19 CHRISTINE MAINVILLE: Am I right -- or
20 do you have any information about whether the
21 procurement of rolling stock is done differently
22 nowadays, so if there is now a tendency to put it
23 under the responsibility of the owner as opposed to
24 ProjectCo?

25 MANUEL RIVAYA: Yes. Now, in most, if

1 not all, of the contracts like this one, the
2 responsibility of the supply of the rolling stock
3 is on the owner's side.

4 CHRISTINE MAINVILLE: And do you know
5 why that is or why that is now the tendency?

6 MANUEL RIVAYA: We are not ready to
7 take that risk anymore. At least in the contracts
8 that I am participating and the ones that we are
9 looking at, we are not ready to take the risk of
10 rolling stock supply anymore.

11 CHRISTINE MAINVILLE: Because it is a
12 very risky area in a project?

13 MANUEL RIVAYA: It is a risky area, and
14 there is no -- we have no ability to control or
15 mitigate that -- I mean, we can -- in other areas
16 we can change supplier, we can do other things in
17 the rolling stock. Usually once you are tied to
18 one supplier, there is no ability for us to change
19 or to really have any influence in how the deliver
20 or perform their works. So we are subject to
21 whatever they want to tell us or do or perform or
22 if they want to spend more money or less or be
23 faster or they have other priorities. We can't do
24 anything.

25 CHRISTINE MAINVILLE: And then so how

1 does that work in practice? For instance, if the
2 City in this case had been responsible for the
3 rolling stock, how would OLRTC have worked with the
4 City on that? How would that have translated?

5 MANUEL RIVAYA: I mean, all this now is
6 speculation, right, but they would have committed
7 to a delivery schedule for the rolling stock. We
8 will have planned around that. We will -- I mean,
9 this is how it is working in other projects here.
10 They will -- we will have our interface with them,
11 ICVs, et cetera. And the contract is managed in a
12 different way. They have the obligation to supply
13 vehicles that meet the requirements, and we have
14 the obligation to integrate those vehicles in our
15 system. So it is a different risk allocation and a
16 different way of working.

17 CHRISTINE MAINVILLE: Do you think
18 there should have been earlier involvement of the
19 operator, OC Transpo, in this case in terms of
20 being involved in the design phase earlier on?

21 MANUEL RIVAYA: I think it is always
22 better if you have -- in this type of project, one
23 of the things that I have learned with time is that
24 if you cannot -- you cannot design the project
25 holistically without the operator's input. The

1 operator is important, yes.

2 CHRISTINE MAINVILLE: Were there things
3 that were delayed here because of that element not
4 having been there right from the get-go, or was
5 there any --

6 MANUEL RIVAYA: I cannot speak to that.
7 I don't know.

8 CHRISTINE MAINVILLE: How would you
9 characterize Alstom as a maintainer and its level
10 of experience in that regard?

11 MANUEL RIVAYA: I cannot speak to that.

12 CHRISTINE MAINVILLE: Okay. Were you
13 involved in the maintenance subcontract to Alstom?

14 MANUEL RIVAYA: No.

15 CHRISTINE MAINVILLE: No, because that
16 would have been with RTM?

17 MANUEL RIVAYA: Yes.

18 CHRISTINE MAINVILLE: In terms of
19 payment milestones, am I right that the milestones,
20 the payments did not correspond to the scope of
21 work for the given -- the amount of the payment
22 didn't correspond to the scope of work for any
23 given milestone?

24 MANUEL RIVAYA: It depends how you look
25 at it. I think that, again, if I am not wrong, if

1 I am not wrong, I mean, it is -- what I remember
2 from this project is that there was an amount that
3 was to be financed by the project private partner
4 during construction, and the contract had -- we had
5 to choose amongst a number of milestones for the
6 repayment of part of that certain debt.

7 So the clients gave us -- I mean, I
8 wouldn't say that the milestones were associated
9 with scope. The milestones were associated
10 with -- but I don't -- or not -- let me correct
11 this.

12 The milestones were -- the amount of
13 the milestones, I don't know if they were
14 associated with the scope. They were associated
15 with the financing mechanisms. So the scope had to
16 be done as defined by the milestone, and then there
17 was a payment associated with that. But the
18 payment was not for that -- I don't think -- I
19 don't think or I don't remember that the payment
20 had to be for the cost of that scope. The payment
21 had to do with, let's say, the whole amount of the
22 debt that could be incurred.

23 CHRISTINE MAINVILLE: And did that
24 appropriately incentivize OLRTC? Like was there
25 any disconnect there in terms of the money that had

1 been inputted and the work to be done? Do you see
2 any issues about the way it was done?

3 MANUEL RIVAYA: I don't think there
4 were any issues with that, no. I mean, we knew
5 that -- we had milestones that were linked to the
6 schedule, obviously, and we wanted to meet those
7 milestones, but I don't think it had a negative
8 impact on how it was -- they were, let's say,
9 selected and designed and how we performed the
10 works.

11 CHRISTINE MAINVILLE: Okay. Do you
12 recall changes made to the milestones?

13 MANUEL RIVAYA: I recall that there
14 were changes made to the milestones. I don't
15 recall the specifics of the changes.

16 CHRISTINE MAINVILLE: Okay. Do you
17 recall what they were made in response to, or how
18 they came about?

19 MANUEL RIVAYA: No, I know there were
20 different things in the project linked to different
21 things and changes were made and negotiated, yes.

22 CHRISTINE MAINVILLE: Do you recall --
23 I think you were there for RTG's first submission
24 in respect of substantial completion which was
25 rejected by the City and the independent certifier.

1 MANUEL RIVAYA: I was not there.

2 CHRISTINE MAINVILLE: You don't think
3 you were there, okay.

4 MANUEL RIVAYA: When you say
5 "substantial completion", do you mean the
6 submission that we or that RTG or OLRTC had
7 achieved substantial completion?

8 CHRISTINE MAINVILLE: Yes.

9 MANUEL RIVAYA: No, I was not there.

10 CHRISTINE MAINVILLE: Yes, sorry, I
11 think you are right, later in 2019.

12 Do you recall a point in time when the
13 independent certifier was not receiving schedule
14 updates from RTG?

15 MANUEL RIVAYA: I don't recall that.

16 CHRISTINE MAINVILLE: Do you recall a
17 point in time when OLRTC was no longer able to
18 provide accurate schedules to RTG?

19 MANUEL RIVAYA: No, I don't recall
20 that.

21 CHRISTINE MAINVILLE: Do you recall any
22 risks relating to firsts, if I could put it that
23 way, on this project, so things that were being
24 done for the first time that made this
25 project -- or that added risk to the project? For

1 instance, was OC Transpo a new operator of this
2 kind of light rail system?

3 MANUEL RIVAYA: Sorry, can you --

4 CHRISTINE MAINVILLE: Yes.

5 MANUEL RIVAYA: I don't understand the
6 question.

7 CHRISTINE MAINVILLE: Okay, let me
8 start with this question, my last question. From
9 your perspective, was OC Transpo coming in as a new
10 operator with no experience in terms of light rail
11 transit?

12 MANUEL RIVAYA: Yes. So they were
13 converting their drivers, past drivers' fleet into
14 LRT drivers, yes.

15 CHRISTINE MAINVILLE: And would you see
16 that as a risk in terms of the project?

17 MANUEL RIVAYA: I think -- yes, I think
18 it is -- it is not the same when you are opening a
19 new line in a system that is consolidated with an
20 operator that has operations that are consolidated
21 in the rail system, on a rail system, than opening
22 a new line in a system that is not an LRT and
23 doesn't have any rail components. So I think there
24 is an element of risk there.

25 CHRISTINE MAINVILLE: And are there any

1 other things like that that you can point to on
2 this project where you think it added risk that
3 perhaps other projects don't have?

4 MANUEL RIVAYA: I think that -- I mean,
5 the risk -- again, this is not my scope, but I
6 think the risk of transferring -- I mean, shutting
7 down a system, a vast system, and opening a new
8 system in -- I mean, in one night, that
9 conceptually was -- and, you know, I think that it
10 wasn't like that at the end, but that was the
11 original plan, is very challenging.

12 CHRISTINE MAINVILLE: And how would you
13 describe that challenge? What is it that makes it
14 challenging?

15 MANUEL RIVAYA: Well, I mean, you have
16 the system -- the system, it is not my area of
17 expertise, operations, but at the end, you need to
18 have -- there is a human factor, a human component,
19 of people trained and used to the system and how it
20 responds and how it has to be operated, that there
21 is a learning curve that needs to happen in any
22 system.

23 So I think that is one of the main
24 challenges.

25 CHRISTINE MAINVILLE: Do you think

1 that, in hindsight, that ought to have been better
2 provided for in the contract, and so, you know,
3 some mitigation measures for that risk, you know,
4 in terms of how the system was going to open? Is
5 there anything that could have been provided for
6 that you think would have helped mitigate this?

7 MANUEL RIVAYA: I don't know. It is
8 not my area of expertise how to start operations
9 and maintenance. I think that from a construction
10 perspective, I mean, at some point we need to
11 achieve substantial completion and demonstrate that
12 the revenue service demonstration has to be
13 performed, but from an operations and maintenance
14 and how the system goes live, I think that is a
15 different area of expertise and is another
16 discipline.

17 CHRISTINE MAINVILLE: And was there
18 involvement of this particular area of expertise in
19 the negotiation of the original agreement, to your
20 knowledge? I guess it wouldn't have been OLRTC's
21 contract.

22 MANUEL RIVAYA: No, I don't know the
23 details of that. I was focussed on the
24 construction side.

25 CHRISTINE MAINVILLE: Right. Do you

1 have other -- or any lessons learned that you might
2 share or anything else that you think would be
3 relevant for us to know looking at this project in
4 hindsight?

5 MANUEL RIVAYA: I mean, this project
6 and every project are very complex. It has a lot
7 of -- there are a lot of stakeholders involved in
8 the project. There are many different interfaces
9 with different, again, stakeholders, entities.

10 We think -- or I think that the fixed
11 price approach is very risky for contractors, and
12 we have learned that. So anything that involves a
13 period where we can progress with a client to look
14 into the details of the design, of the permits,
15 utilities, approvals, getting the operator involved
16 with enough time and getting alignments to -- with
17 the client in how the project is delivered and
18 which are the different phases and approach to that
19 delivery I think is helpful.

20 Then, again, I told you before, rolling
21 stock suppliers is a very high risk for a
22 construction company or for a contractor, so it is
23 a risk that should stay with the client.

24 And maybe others, but I think it is
25 clear that the risk allocation after the fact is

1 not optimal for anyone at the end of the day.

2 CHRISTINE MAINVILLE: And the last
3 question. Would you say there were too many
4 interfaces in hindsight perhaps on this project,
5 too many different systems to integrate and too
6 many entities, perhaps?

7 MANUEL RIVAYA: Well, too many
8 interfaces -- this project would have many
9 interfaces. I think there were too many
10 constraints about how to deal with the challenges
11 or in the contract at the end of the day. So there
12 were several challenges that we had to deal with as
13 we went through them.

14 We are not going to change the number
15 of interfaces of the contract because they are at a
16 higher level or a lower level, but at the end, you
17 need to do all the scope in many of these projects.
18 The scope has to be built and the interfaces
19 assist. It can be internal to one entity or
20 external to different entities, but the technical
21 aspects of the interfaces are the same.

22 CHRISTINE MAINVILLE: And just in terms
23 of the challenges you just mentioned that were
24 encountered, are there any that you think might
25 have been preventable or dealt with differently?

1 MANUEL RIVAYA: I mean, there is
2 always -- there are always ways to do things
3 better. In this particular case, I mean, how we
4 dealt with, for example, what I told you about the
5 approval of the design of the rolling stock or how
6 some of the approvals of the designs were dealt by
7 the different entities or how approvals were given
8 to different solutions, how the whole issue around
9 the sinkhole was dealt by -- I mean, it is -- I
10 think at the end, with a different framework, it
11 could have been addressed differently.

12 CHRISTINE MAINVILLE: And I kind of
13 want you to elaborate on that, but I know we are
14 out of time. I don't know if you might just
15 say --

16 MANUEL RIVAYA: No, what I would say is
17 that it was -- it became a very confrontational --
18 at some point it became a very confrontational
19 relationship between all the different parties
20 involved, which probably got everybody stuck on
21 their positions and polarized more the
22 relationship, right.

23 So in a project as complex as this
24 one -- and I mean, it is what it is, right. But in
25 a project as complex as this one, a different

1 approach by a different -- yes, approach by
2 everybody, a different setup, probably would have
3 been more helpful to deal with all those challenges
4 instead of polarizing positions.

5 CHRISTINE MAINVILLE: There needed to
6 be greater partnership?

7 MANUEL RIVAYA: Yes.

8 CHRISTINE MAINVILLE: I'll stop there,
9 and again, I know we are out of time, but if --
10 Anthony, do you have any other questions?

11 ANTHONY IMBESI: No, I don't. I think
12 you covered everything.

13 CHRISTINE MAINVILLE: Jean-Claude, is
14 there anything you wanted to ask?

15 JEAN-CLAUDE KILLEY: No, we're okay.

16 CHRISTINE MANVILLE: Okay, great, so we
17 can go off record.

18
19 -- Adjourned at 12:04 p.m.

20

21

22

23

24

25

1 REPORTER'S CERTIFICATE

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

5 That the foregoing proceedings were
6 taken before me at the time and place therein set
7 forth, at which time the witness was put under oath
8 by me;

9 That the testimony of the witness
10 and all objections made at the time of the
11 examination were recorded stenographically by me
12 and were thereafter transcribed;

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

15
16
17
18 Dated this 25th day of April, 2022.

19
20
21 

22 _____
23 NEESONS, A VERITEXT COMPANY

24 PER: DEANA SANTEDICOLA, RPR, CRR, CSR

WORD INDEX

< 1 >

1 3:4 6:5
10:15, 16
10 59:5
10/16 3:5
10:34 60:6
10:46 60:7
100 18:15 32:9
12:00 1:17
12:04 106:19
17 56:17, 22
1997 7:20

< 2 >

2006 8:4, 23
2009 5:9
2010 8:1
2017 56:13
57:4 58:1
60:13 61:14
65:21 68:25
69:2
2018 57:10, 14
68:25 73:21, 22
74:8, 15, 20
75:21 80:10, 13
86:11
2019 6:14
80:11, 20 99:11
2022 1:8, 17
107:18
24:24 3:18
25 1:8
25th 1:16
107:18

< 3 >

33(6) 5:8
33(7) 5:21
34 56:15

< 5 >

5 5:23

< 9 >

9 9:1
9:00 1:17 4:1

< A >

a.m 1:17 4:1
60:6, 7
abilities 68:5

ability 19:3
85:10 94:14, 18
accelerate 63:5
acceleration
31:7 56:19 65:6
accepted 18:18
33:24
accommodate
21:3
accountable
79:25
accounting
34:15
accurate 10:4
60:19, 23 99:18
achieve 13:19
61:12 102:11
achieved 99:7
acknowledge
71:18
acknowledged
18:21 46:23
Act 5:9, 21, 24
activity 93:16
actual 54:7
added 99:25
101:2
additional 77:4
address 35:2
addressed
44:21 105:11
Adjourned
106:19
adjustments
20:12 21:2
advancing 79:2
advised 5:22
advisor 67:16
88:21
AECON 10:7, 11
AFFIRMED 4:3
affordability
29:19, 24
after 4:20
15:23 22:5
49:23 52:8
59:6 61:19
62:5 73:20
74:7, 8, 19
75:19, 20 85:1,
7 103:25
agreed 24:16
Agreement 6:16
15:17, 24 48:20
102:19

ahead 11:19
35:15
align 45:1 59:2
aligned 52:19
53:1, 13, 16
54:7 58:23
alignment 43:15
48:24
alignments
103:16
alleviated 65:10
allocation 32:12
34:10 95:15
103:25
allows 26:10
Alstom 14:4
15:15, 18 16:2
17:1, 4, 5 18:7
19:13, 14 20:3,
5, 19, 23 21:9,
16, 17, 18, 23
22:22 23:3, 11,
14, 17 26:16
27:8 28:7 38:7
39:22 41:2, 11
43:10 44:3
45:4 47:2, 3, 14
49:23, 24 51:6,
17 53:7 54:2, 3,
8, 11, 13, 16, 24
55:3, 10, 16
56:3, 6, 9, 13
57:6 58:17, 25
59:4, 9, 10, 16
63:1, 3, 8, 15, 16,
21 64:1, 2, 6, 8,
11, 14, 15, 17
69:19 73:10
79:15, 21 81:7
83:2 86:23
88:9, 24 89:11
92:6 93:6, 15
96:9, 13
Alstom's 23:15
24:1, 8 52:17
64:21 83:1
88:16
alternate 11:2
America 64:17
amount 96:21
97:2, 12, 21
analysis 33:5
Ansaldo 26:17
Anthony 2:3
106:10, 11

anticipate 35:23
36:1
anticipated
30:10 59:3
85:7 88:12
anticipates
35:17
anymore 27:2, 5
94:7, 10
apparent 43:24
70:9
appear 3:18
appended 5:7
applying 38:1
appoint 10:25
appointed 8:4
apprised 67:21
68:22
approach 52:9
53:6, 9 58:24
76:5, 16 78:4,
12, 17, 20 85:22
89:13 90:3
103:11, 18 106:1
approaching
68:25
appropriately
97:24
approval 15:5
88:21 89:10, 23
91:14 105:5
approvals
103:15 105:6, 7
approved 15:1
16:9
APRIL 1:8, 17
107:18
area 7:22 8:22
26:9 37:17
94:12, 13
101:16 102:8,
15, 18
areas 12:1
94:15
argued 34:2
argument 18:19
34:6
arising 43:23
arrive 62:3
arrived 32:8
61:17
artificially 72:4
aside 35:12
asked 5:11

asking 15:21
42:25 53:25
55:19, 20, 21
56:25 61:6
62:25 64:4
aspect 24:11
25:4 41:13
aspects 6:22
18:11 32:2
41:24 64:9
83:17 104:21
assign 49:1
assist 104:19
associated 12:7
97:8, 9, 14, 17
assurance 81:16
attempt 66:3
attending 1:16
70:14
attention 53:19
59:22
August 80:20
authority 16:18
availability
54:22 57:13, 15
85:4, 8 86:17
91:20
available 18:15
76:8 83:2, 9
92:2, 12
aware 55:15
61:2, 3 65:18
68:1 78:13 82:7

< B >
back 13:4
37:18 46:10
55:18 62:12
73:22
background
7:15
backing 69:4
back-to-back
41:17
Barcelona 8:4,
17 9:2
based 26:7, 8
36:21 47:13
64:18 69:11
76:7
basically 8:3
11:3, 9 17:20
18:8 26:5
30:20 36:18

42:16 46:19
54:22 87:18
basing 69:18
basis 4:25
11:10 33:24
beginning 88:20
believe 69:10
92:16
bell 50:11
73:13 83:4
Bergeron 50:5, 8
Bergerons 50:12
best 24:23 68:5
better 26:10
34:21, 24 78:1
79:1 95:22
102:1 105:3
bid 30:6 42:20
big 31:20
36:17 74:14
bit 7:14 10:20
36:7 53:5
Blair 92:17
blur 78:9
blurred 50:1
board 77:15
79:5
body 88:22
89:4, 5, 24
bogey 89:3
Bombardier
15:15, 16 27:4
Bouygues 16:1
bring 7:13
bringing 11:21
brings 58:12
broader 14:16
broadly 48:14
51:25
brought 12:4, 6
21:21, 25 22:1
53:18 75:19
77:12
budget 29:11,
13, 19 30:1, 2
building 9:21, 23
buildings 12:6, 7
built 104:18
burn-in 87:6, 10

< C >

CAF 15:15, 18
16:2, 7, 10, 22
18:5, 11, 18

19:1, 2, 16
23:11 27:11, 12
calendar 76:21
call 72:14
called 25:16
90:18
calls 64:18
Canada 5:23
6:8 8:1, 2
50:13 64:15, 16
91:5
capabilities
17:21 47:13
capacity 26:13
car 88:22 89:4,
5, 24
case 21:1 22:7
24:3 28:4, 10
29:9 34:23
85:18 92:16
95:2, 19 105:3
Catalonia 7:23
9:1, 6
caused 45:11
CBTC 22:8
23:21 25:17, 20,
22 28:8, 19
certain 4:10
15:8 26:8 44:3,
4 51:3 59:7
61:3 63:15
66:7 97:6
certainly 79:11
certificate 45:4
107:1
certification
90:23 91:1, 9,
12, 21
Certified 107:4
certifier 66:20,
21 98:25 99:13
certify 89:19
90:4 107:4
certifying 89:13
cetera 95:11
chain 30:23
73:8
challenge 88:19
101:13
challenges
12:24, 25 28:17
31:2, 9, 11
42:13 53:23
61:2 66:9
67:22 68:1, 15

81:7 88:16
101:24 104:10,
12, 23 106:3
challenging
39:12 101:11, 14
change 17:1
54:17 55:16
74:2 75:5, 12,
22, 24 76:9, 17
77:7, 12, 15, 22
80:3, 4 91:3
94:16, 18 104:14
changed 11:7
74:3 78:16, 18
89:12, 21 90:3
changes 67:14
74:10, 14, 22, 24,
25 75:1 98:12,
14, 15, 21
characteristics
21:19
characterize
68:13 96:9
charge 21:11
49:22, 23, 24
50:2 82:4 83:18
check 40:12
checking 21:20
choice 18:5
choose 97:5
chose 19:9, 10
Christine 2:2
4:4 6:3, 15, 20
7:2, 9, 12 8:9
9:8, 16, 22, 24
10:3, 6, 9, 14, 18
11:12, 16, 18, 25
12:15, 19 13:3,
11, 16 14:1, 8
18:1 19:2, 13,
15, 21 20:1, 21,
25 21:7, 15, 24
22:6, 11, 16, 19,
21, 25 23:8, 19,
23 24:6, 21
25:5, 8, 14, 21
26:1, 20 27:10,
17 28:24 29:10,
17 30:5, 8, 13,
17 31:1, 17
32:19 33:4, 11,
14, 18, 23 34:8,
14, 25 35:11, 22,
25 36:3, 6 37:6,
13, 18 38:16, 22

39:1, 7, 15, 18,
20 40:1, 5 41:1,
5, 22 42:1, 21
43:7, 14, 22
44:2, 10, 20
45:13, 17, 24
46:5, 9 47:1, 7,
15, 22 48:12, 25
49:6, 11, 17
50:4, 8, 15 51:1,
8, 15, 24 52:12,
16, 23 53:2, 4,
17 54:15, 21
55:13, 24 56:5,
8 57:2, 7, 9, 14,
21, 25 58:4, 16,
21 59:14, 20
60:8, 18 61:21
62:10, 20 63:4
64:10, 21, 25
65:8, 16, 20, 23
66:10, 22, 25
67:3, 13, 18
68:8, 12, 20, 24
69:13 70:13, 19,
22 72:3 73:9,
13, 16, 19 74:9,
13, 18 75:2, 14,
18 76:1 77:1, 8,
11, 24 78:2, 15,
21, 25 79:13, 19
80:2, 6, 9, 14, 19,
24 81:11, 18, 23
82:3, 7, 14, 24
83:6, 15, 23
84:1, 6, 10, 14,
19, 23, 25 85:5,
14, 25 86:3, 5,
11, 18, 22, 25
87:3, 13, 23
88:3, 15 89:2, 5,
7 90:13, 25
91:8, 18, 22, 25
92:4, 11, 15, 24
93:3, 6, 8, 19
94:4, 11, 25
95:17 96:2, 8,
12, 15, 18 97:23
98:11, 16, 22
99:2, 8, 10, 16,
21 100:4, 7, 15,
25 101:12, 25
102:17, 25
104:2, 22

105:12 106:5, 8,
13, 16
circumstance
34:22
circumstances
34:17 71:8
Citadis 20:11
21:3
City 13:6, 8, 18
15:14 16:8, 9,
13, 15, 16, 21
17:3 18:22
19:16, 18 20:2,
14, 23 21:22
25:9 29:16, 22
33:19 38:19
65:17, 25 66:3,
23 67:5 68:9,
11, 14, 21 70:11,
14, 23 71:6
72:8, 10 73:17
74:5, 6 77:23
78:16 79:1, 7,
12 85:11, 23, 25
86:20 88:21, 22
89:23 95:2, 4
98:25
City's 13:13
22:13 26:22, 24
73:23
civil 5:14 7:17,
23 8:5, 11 12:5
77:17
claim 34:11
claiming 32:12
claims 64:6
clarify 32:20
clear 56:14
59:21 62:16
79:24 103:25
client 14:18
15:2 16:6, 15,
19, 20, 22 18:18,
21 29:16 66:4
103:13, 17, 23
clients 97:7
close 25:4
41:8, 18 42:19
closed 42:20
closer 61:22
closing 42:14
co-counsel 4:9
Co-Lead 2:2
collaborative

<p>4:8 colleagues 45:7 combination 17:20 62:13, 15 come 59:21 60:10 61:7 comes 35:19 comfort 17:24 46:17 coming 50:5 79:9, 16 100:9 commence 4:17 commencing 4:1 commercial 28:5 41:10 43:4 Commercially 28:20 42:10, 12 COMMISSION 1:6 2:1 4:14 commissioning 37:7, 12 38:8 62:18 81:12, 14 83:19 90:19 Commission's 4:7, 15, 19, 24 commit 63:7, 24 70:5 commitment 63:11 70:7 commitments 40:14 56:3, 6 63:18 64:11 71:11 committed 65:10 95:6 Committee 6:17, 25 9:20 10:21 11:1, 3, 9 12:16 45:1, 8 53:10, 21 60:20 61:7 64:19, 23 67:23 75:15, 23 78:7 committees 8:7 Committee's 53:19 59:22 committing 55:5, 11, 14 63:17 64:12 69:12, 23 80:1 Comms 28:1 communicate 76:6</p>	<p>communicated 29:19, 22, 25 70:10 76:14 communications 26:7 communications- based 26:5 commuter 9:1 companies 6:12 28:13 29:1 43:3, 4 46:18 company 10:10, 12, 13 11:5, 10 28:5, 7, 18 31:19, 22 103:22 107:23 compelling 18:19 competitive 18:9 23:7 complaints 79:16, 21 complete 93:4 completion 72:12, 16, 17, 21 98:24 99:5, 7 102:11 complex 46:23 59:12 103:6 105:23, 25 complexity 28:17 46:14, 16, 22 compliance 16:13 compliant 15:3, 8, 11, 13 16:7, 24, 25 17:2 complicated 68:3 69:17 component 89:24 101:18 components 51:20 88:22 100:23 compressed 59:11 82:9, 10, 12 conceptually 101:9 concern 30:10 39:10 46:13, 16 concerns 38:17 48:19 69:5</p>	<p>conclusion 60:10 61:17 condition 93:9 conditions 32:3, 11 33:7 34:4 36:13 37:4 42:17, 19 Confederation 83:2 confidence 17:21 62:4 76:20, 21 confidential 4:25 confirmed 32:4 confrontational 105:17, 18 connected 46:12 82:19 connecting 36:19 connection 36:22 connectivity 37:10 consequences 54:25 55:2 consider 37:23, 24 38:12 considered 20:4, 6 consolidated 100:19, 20 constraints 104:10 construction 6:24 10:12 12:17 38:5 65:1 97:4 102:9, 24 103:22 consultations 13:5, 10, 21 contents 10:4 continuously 63:1 contract 20:17 28:15 32:11 41:9, 17, 19, 24 66:14 72:15, 19 82:25 83:18 84:15, 22 85:6, 13 86:16 95:11 97:4 102:2, 21 104:11, 15</p>	<p>contracting 16:18 contractor 10:12 16:19 103:22 contractors 103:11 contracts 42:13 85:9 94:1, 7 contractual 34:4, 5 40:16 54:25 68:6 72:12, 23 73:2 contractualized 41:20 control 26:5 94:14 controls 26:6 converting 100:13 conveyed 76:2 coordinating 42:4 coordination 40:20 58:22 correct 5:3 33:16 57:16 97:10 107:14 corrections 4:20, 23 5:6 correctly 77:13 correspond 96:20, 22 correspondence 64:22 corridor 9:7 cost 30:15, 25 31:6, 11 97:20 costs 31:3 36:8, 12 COUNSEL 2:1, 2, 3 4:11, 24 couple 27:8 course 30:11 43:23 49:12 54:24 69:16 covered 106:12 creating 82:5 creditor's 67:15 criteria 82:4 87:17 Crown 5:15 CRR 107:3, 24 CSR 107:4, 24</p>	<p>Curriculum 3:4 10:16 curve 101:21 < D > date 42:8 54:17, 20 56:11, 12 57:15, 18, 23 58:7, 9, 10 60:10, 11, 14 61:11, 18 62:12 68:25 69:2, 6, 9, 10 72:4, 18, 21, 23 73:17, 19 74:19 75:4, 20 77:5 80:16, 23 81:4, 8 83:3, 9, 11 85:2, 3 Dated 107:18 dates 44:4 58:8 61:16 71:11 76:21 83:14 day 1:16 84:21 85:7 104:1, 11 107:18 deal 35:18 53:19 56:25 104:10, 12 106:3 dealing 43:10 46:17 56:24 dealt 44:21 52:19 104:25 105:4, 6, 9 Deana 2:11 107:3, 24 Deasy 2:12 debt 65:17 97:6, 22 December 57:4, 25 58:14 74:8 80:10, 13 decided 23:2 75:11 deciding 54:17 decision 14:21 75:8, 12 76:15 80:8 85:11 decisions 75:16 76:7 declaration 4:6 dedicated 77:17, 18 deemed 5:10 16:24, 25 29:13</p>
---	---	--	--	---

<p>defined 72:18 97:16 delay 44:8, 18, 19 45:11 55:20 72:20 73:17, 20 91:12, 13, 15 93:17 delayed 37:10, 11, 12, 14 59:18 73:20 89:10 91:19 96:3 delaying 37:8 delays 12:21 38:13 44:12, 14, 16, 17 53:14 54:11, 12, 13 60:23 63:15 64:1, 3 65:1, 5 67:20, 22 68:15, 22 70:24 72:20 73:24 74:6 89:22 92:1 deliver 38:3 55:4, 11, 22 56:4 57:1 59:4, 17 94:19 delivered 59:6 75:13 84:5 92:25 93:2, 3, 9, 10 103:17 delivering 47:14 54:25 55:2, 5 delivery 37:21 44:3 54:4, 5, 7 77:16 93:18 95:7 103:19 demonstrate 18:22 19:8, 11 20:18, 19 72:15 102:11 demonstrating 15:6 demonstration 16:5 60:14 72:11 102:12 departure 80:3, 7 depends 96:24 describe 6:4 101:13 DESCRIPTION 3:3 design 17:12 31:10 48:9, 10 89:11 91:14</p>	<p>95:20, 24 103:14 105:5 designed 98:9 designing 47:20 designs 105:6 desire 27:18 54:16 detail 19:6 54:1 68:2 details 14:24 24:18 45:11 53:9 66:13, 18 73:6 76:25 83:13 87:11 102:23 103:14 determined 22:2 devised 81:14 82:4 84:16 devising 41:2, 3, 4, 5 difference 18:9 19:1 different 7:21 11:22 12:1 18:17 24:2, 19, 20 26:11 27:20, 21 28:12, 13, 17, 20 30:24 32:10 34:3, 9, 22 37:2, 3, 4 48:23 50:14, 22, 23 51:7 52:5 53:15, 24 57:12 63:14 64:20 69:22 70:6 71:6, 7, 8 76:4, 5, 15, 24 77:3 78:4, 11 82:12 89:9, 14, 16 95:12, 15, 16 98:20 102:15 103:8, 9, 18 104:5, 20 105:7, 8, 10, 19, 25 106:1, 2 differential 66:1 differently 93:21 104:25 105:11 difficult 61:9 70:2 difficulties 79:9 directed 78:4 direction 59:23</p>	<p>75:22, 25 78:11 directly 9:21 Director 25:2 78:8 84:7 Directors 60:22 discipline 102:16 disclose 66:17 disclosed 48:22 disconnect 97:25 Disconnected 60:3 discuss 39:22 42:17 60:4 discussed 20:2 70:15 discussing 56:20, 21 discussion 13:17 24:17 41:10, 15 59:13 60:4 71:16 discussions 6:11 12:14 24:11, 12 39:21 40:23 41:8, 9, 18 44:24 49:21 54:11 64:7, 19 66:19 73:1, 6 74:5 84:11 85:22 86:14, 15 88:23 dispute 51:16 72:8 disputes 63:13 disruption 36:24, 25 37:1 38:13 disruptive 35:14 36:4 distance 9:5 division 11:13, 23 51:16 documents 3:10, 17 14:18 doing 27:18 46:21 47:5 70:15 90:9 double 56:20 doubting 25:16 downloading 51:3, 14 Dragados 6:7, 13 7:4, 20 8:23</p>	<p>10:24 12:2, 4 80:8 drivers 100:13, 14 driving 78:3 drove 62:11 dry 87:8 < E > earlier 46:10 80:23 83:16 95:18, 20 early 39:22 46:6 60:16 84:15 90:18, 19 91:9 easier 32:13 34:11 east 36:23 92:22 Eastern 6:8 8:2 edge 82:20 effective 78:22, 23 79:2, 6 effectively 12:16 18:6 26:21 47:16 effort 75:5 EJV 47:11, 23 48:8, 14, 24 50:3 51:6 52:7 EJV's 49:1 elaborate 105:13 electrical 31:14 element 33:9 96:3 100:24 elements 43:13 44:4 59:18 90:11 Elizabeth 2:12 EllisDon 10:24 12:2, 6, 12 employed 7:3 encountered 12:22 104:24 ended 18:5 31:2 engage 14:19 engaged 17:11 engineer 7:18 engineering 10:10, 13 12:9 47:4 engineers 46:21</p>	<p>47:18 ensuring 43:15 enter 4:14 entered 4:20, 25 5:5 6:16 71:15 entering 26:8 entire 34:16 83:2 90:21 92:12 entirety 31:21 entities 15:22 27:21 48:2 103:9 104:6, 20 105:7 entity 7:10 47:25 104:19 envelope 30:7 environment 18:10 errors 5:4 escalated 44:25 establish 5:13 event 32:12 33:15, 22 75:4 events 72:20 73:8 eventually 28:6 54:4 58:13 72:17, 18 76:20 everybody 11:8 42:11 69:11, 25 70:4, 9 76:23 79:25 105:20 106:2 evidence 4:6, 15, 21 5:1, 5, 17, 20, 23 69:1 77:13 evolves 53:23 evolving 75:11 exact 35:13 exactly 16:19 19:6 28:22 45:3 47:10 48:6 62:8 66:18 67:10 70:11 71:5 90:12 91:7 examination 107:11 example 59:4 105:4 excavation 36:15</p>
--	---	---	---	--

exclusive 15:16,
24 27:2
execution 6:13
7:21 8:19
Executive 6:7,
17, 25 7:4 8:2,
3, 6, 7 9:20
10:21 11:1, 2, 9
12:16 42:15
44:25 45:7
53:10, 19, 21
59:22 60:19
61:7 63:19
64:11, 19, 22
67:22 75:15, 23
78:7
Exhibit 10:15, 16
EXHIBITS 3:2
expect 14:18
40:6, 10 43:16
expectation
58:22 85:1 87:4
expectations
50:22 87:14
expected 29:23
30:16, 22 39:4
40:10 58:7
87:16, 19
expecting 44:3
experience 7:15
12:12 17:23
47:5 85:15
96:10 100:10
expert 46:21
77:18
expertise 11:21
12:2, 4, 6
101:17 102:8,
15, 18
experts 38:10
explain 26:1
explaining
15:21 68:7
extended 58:12
extension 55:20
57:3, 22 58:18
59:7, 9, 25 72:21
extent 21:2
35:6
external 33:8
104:20

< F >
facilitate 17:13
40:20

facility 88:6
89:19
fact 17:22 75:3
103:25
factor 101:18
fair 12:15
37:14 64:25
65:2 68:20
69:6 78:5 82:9
familiar 21:8
39:9
faster 94:23
feasible 38:6,
15 44:5, 7
56:14 76:22
81:10
February 62:7
feedback 38:19,
21
file 10:15
fill 49:13
filling 50:6
final 41:8 42:8
44:11 45:3 91:4
finalized 17:5
42:9 93:14
finally 5:8
financed 97:3
financial 15:22
16:4 17:20
23:7 45:9 63:6,
10, 21, 22 64:9
65:10, 14
financially 65:2,
4
financing 97:15
find 49:13
fine 83:7
finish 59:10
finishing 59:10
firsts 99:22
fixed 103:10
fleet 90:21
100:13
float 69:24
71:22, 24
focus 12:8
focussed 13:23
52:1 102:23
follow 89:17
followed 3:11
88:8 89:15
following 3:10,
18 18:2 38:5, 7,

8 76:19
follow-up 4:11
follow-ups 13:1
force 66:16
forced 40:18
foregoing 107:5,
13
foreseen 37:20
formal 86:15
formed 14:20
forth 107:7
forward 20:3, 6
21:22 29:11
34:6
forwarded 67:24
framework
105:10
France 9:4 91:5
frequent 12:25
frequently 62:6
68:9
full 34:18
36:21 42:25
84:20
fully 11:22
12:10 50:16
67:21 68:22

< G >
game 67:7
general 12:5
53:18
generalization
34:23
generally 12:1
27:17 31:15
34:19 78:19
geo-tech 31:18
33:5, 7, 25
34:18 35:3
geo-technical
32:3, 6, 10, 14,
17, 24
geo-technics
32:16
get-go 96:4
give 53:25
56:11 59:8
62:3 70:25 71:1
given 5:2, 15
38:19 52:3, 9
59:23, 24 75:22
96:21, 23 105:7
giving 5:20
59:7 69:20

good 6:2 30:3
46:17, 18
granted 57:3,
22 59:25
great 106:16
greater 106:6
green 17:4
ground 5:11
60:20
group 27:3
46:20 47:4, 8
48:6 52:7, 10
guarantee 17:2
25:17
guaranteed
39:11
guess 23:6
43:8 58:10
74:7 77:19
78:6 102:20

< H >
half 86:10
happen 36:4
38:14 40:6
43:16 53:14
101:21
happened 24:17
40:24 52:25
70:12 73:7, 8
happening 6:24
35:24 36:1
60:20
happens 35:16,
19
happy 42:11
75:10
hat 66:16
heading 42:8
44:22
hearings 4:7, 15,
16, 17
Held 1:15
helped 102:6
helpful 103:19
106:3
high 12:4
86:14 103:21
higher 30:15
52:4 104:16
high-speed 9:3
hindsight 31:20
34:15, 20 50:18,
23 69:15 102:1

103:4 104:4
Hitachi 26:16
holistic 52:9
holistically
95:25
Holloway 77:10,
11
honest 57:19
64:5
honestly 71:5
hoping 13:18
huge 69:24
human 101:18

< I >
ICD 44:11
ICVs 95:11
ideally 29:2
identified 15:10,
12 17:11
identify 90:11
imagine 56:17
Imbesi 2:3 4:9
106:11
impact 31:6
36:7, 12, 16, 17
37:7 60:24
65:9, 24 66:23
67:4 90:16 98:8
impacted 30:24
31:10 37:5
65:2, 4
impacts 37:25
54:12
implemented
75:9
implications
45:10
implied 25:19
important 18:25
96:1
impose 66:6
improved 79:6,
7, 11, 14
improves 26:12
inability 63:5, 7
incentivize
97:24
incident 31:4,
24 32:1, 14 33:1
Including 19:13,
14 47:20 63:15
84:15
increase 12:20

<p>increased 30:1, 2 increasing 31:3 73:24 incriminate 5:12 incurred 97:22 independent 66:20, 21 98:25 99:13 INDEX 3:2, 15 indicate 34:9 indicated 19:16 48:14 indicating 56:9 industry 13:5, 10, 21, 22 influence 94:19 inform 72:10 87:18 information 67:8, 9, 24 76:7 93:20 information-sharing 66:23 infrastructure 9:11 16:17 37:16 62:13 initial 29:18 initially 16:4, 11 53:2 58:13 90:18 92:11 input 95:25 inputted 98:1 Inquiries 5:9 inquiry 5:10, 16 install 51:18 installed 23:15 instance 5:14 7:10 9:12 51:18 95:1 100:1 integrate 27:24 95:14 104:5 integrated 11:23 12:11 24:1, 9 27:20, 23 29:1, 4 40:25 52:13 integration 17:13 28:3 29:7 37:14 39:23 40:21 41:11 45:15, 20, 21 46:1 48:16 49:2, 7 50:17</p>	<p>51:9, 12, 25 52:4 54:1 62:19 81:15 82:8 83:3, 10 integrator 49:14, 21 intended 14:14 93:10 intends 4:14 intention 27:13 84:20 92:5 interface 23:17 28:21 29:6 40:20 41:20 43:19, 20 95:10 interfaces 27:21 28:3 103:8 104:4, 8, 9, 15, 18, 21 interfacing 49:7 internal 48:20 51:20 104:19 internally 28:11 Internet 60:2 intervene 4:9 interview 4:5, 8, 12, 13 10:15 involved 7:5, 7 8:5, 10, 13 9:21 15:5 38:24 41:1, 7, 14, 18, 19 42:2, 7, 22 54:2, 10 83:14, 17, 24 86:9 95:20 96:13 103:7, 15 105:20 involvement 6:5 9:9, 14 12:20 49:19 95:18 102:18 involves 103:12 IO 16:9 IP 41:16 issue 20:2 24:23 34:18 56:24 86:23 91:13 105:8 issues 13:2 30:23 37:19 43:19 52:17 53:23 54:3 58:14 60:5 63:10 98:2, 4 items 3:11</p>	<p>< J > Jacques 50:5, 7, 8 January 6:14 80:11 Jean-Claude 2:7 106:13, 15 job 29:25 joint 65:13, 14 journey 39:9 justify 72:23 < K > K1 82:25 keeping 54:23 55:3, 10 73:2 kept 31:25 key 69:19 Killey 2:7 106:15 kind 24:2 34:25 65:25 78:9 87:7 100:2 105:12 knew 18:20 21:12 23:17 48:22 76:23 98:4 knowledge 33:7 102:20 known 33:9 69:2 80:15 < L > land 71:2 large 31:20 late 44:9 54:4, 5 91:10 92:2, 25 93:2 lawyers 43:3 lay 71:2 lead 24:22 42:14 43:2, 11 76:19 88:8 leadership 76:12, 13 leading 43:12 69:4 leaking 32:23, 25 learned 95:23 103:1, 12 learning 101:21</p>	<p>leave 58:24 80:10 leaving 35:12 80:15 led 33:11 47:4 left 6:13 15:17 16:2 27:7 32:1 81:1, 4, 9 82:15 legally 42:10 lender 66:4 lender's 66:5, 6, 16 lessons 103:1 letter 56:23 level 12:4 29:19, 24 40:23 43:17 45:20 49:18 50:3, 19 52:4 62:4 63:19 64:12 67:19, 24 68:2, 13, 14, 18 71:16 74:4 75:15 82:22 86:14 87:16, 18 96:9 104:16 liability 5:14 LIGHT 1:6 8:12 17:4 100:2, 10 limitations 40:13 limited 6:24 lines 28:13 link 9:3 linked 98:5, 20 Litigation 2:3 live 102:14 living 70:4 LLP 2:8 location 32:8 locations 91:6 logistics 36:20 37:4 long 9:5 52:22 61:1 85:1 longer 99:17 looked 24:7 looking 22:7 41:23 48:5, 7, 10 49:23, 25 51:5 52:8, 11 92:19, 21 94:9 103:3 lot 8:11, 19 21:12 59:17</p>	<p>70:18 88:23, 24 93:15 103:6, 7 lower 104:16 LRT 6:5 8:14 12:20 13:6 100:14, 22 LRVs 56:15 90:15 LTA 66:21 < M > made 4:20, 23 5:6 14:21 17:1 18:3 20:22 21:3 24:16 43:5 55:15 61:2, 3 64:10 75:8 76:15 77:15 83:8 85:11 87:6 92:2, 12 98:12, 14, 17, 21 99:24 107:10 main 8:17 61:18 62:11, 21 69:22 81:6 88:16 101:23 maintain 58:24 maintained 72:5 maintainer 96:9 maintenance 96:13 102:9, 13 Mainville 2:2 4:4 6:3, 15, 20 7:2, 9, 12 8:9 9:8, 16, 22, 24 10:3, 6, 9, 14, 18 11:12, 16, 18, 25 12:15, 19 13:3, 11, 16 14:1, 8 18:1 19:2, 13, 15, 21 20:1, 21, 25 21:7, 15, 24 22:6, 11, 16, 19, 21, 25 23:8, 19, 23 24:6, 21 25:5, 8, 14, 21 26:1, 20 27:10, 17 28:24 29:10, 17 30:5, 8, 13, 17 31:1, 17 32:19 33:4, 11, 14, 18, 23 34:8, 14, 25 35:11, 22, 25 36:3, 6 37:6,</p>
---	--	--	---	---

13, 18 38:16, 22 39:1, 7, 15, 18, 20 40:1, 5 41:1, 5, 22 42:1, 21 43:7, 14, 22 44:2, 10, 20 45:13, 17, 24 46:5, 9 47:1, 7, 15, 22 48:12, 25 49:6, 11, 17 50:4, 8, 15 51:1, 8, 15, 24 52:12, 16, 23 53:2, 4, 17 54:15, 21 55:13, 24 56:5, 8 57:2, 7, 9, 14, 21, 25 58:4, 16, 21 59:14, 20 60:8, 18 61:21 62:10, 20 63:4 64:10, 21, 25 65:8, 16, 20, 23 66:10, 22, 25 67:3, 13, 18 68:8, 12, 20, 24 69:13 70:13, 19, 22 72:3 73:9, 13, 16, 19 74:9, 13, 18 75:2, 14, 18 76:1 77:1, 8, 11, 24 78:2, 15, 21, 25 79:13, 19 80:2, 6, 9, 14, 19, 24 81:11, 18, 23 82:3, 7, 14, 24 83:6, 15, 23 84:1, 6, 10, 14, 19, 23, 25 85:5, 14, 25 86:3, 5, 11, 18, 22, 25 87:3, 13, 23 88:3, 15 89:2, 5, 7 90:13, 25 91:8, 18, 22, 25 92:4, 11, 15, 24 93:3, 6, 8, 19 94:4, 11, 25 95:17 96:2, 8, 12, 15, 18 97:23 98:11, 16, 22 99:2, 8, 10, 16, 21 100:4, 7, 15, 25 101:12, 25 102:17, 25 104:2, 22	105:12 106:5, 8, 13 making 56:14 manage 68:4 managed 95:11 Management 11:11 40:20 44:24 45:8 74:4, 10, 23 75:5, 23 76:19 77:23 80:3, 5 manager 7:22 8:5, 16, 22 9:23 mandated 40:18 manifest 66:11 MANUEL 1:7 2:6 3:5 4:3 6:2, 6, 19 7:1, 7, 11, 17 8:15 9:13, 17, 23 10:2, 5, 8, 11, 17, 23 11:15, 17, 20 12:3, 18, 23 13:7, 15, 20 14:6, 10 18:8 19:5, 14, 20, 24 20:8, 24 21:5, 10, 17 22:4, 9, 15, 18, 20, 24 23:6, 12, 22 24:4, 10, 24 25:6, 12, 15, 24 26:4, 23 27:14, 22 29:5, 15, 18 30:6, 12, 14, 20 31:4, 23 32:22 33:10, 13, 17, 20 34:1, 13, 19 35:9, 20, 23 36:2, 5, 10 37:9, 17, 22 38:20, 25 39:5, 14, 17, 19, 24 40:3, 9 41:3, 7, 25 42:6, 24 43:11, 18 44:1, 6, 15, 22 45:16, 22 46:3, 7, 15 47:3, 9, 18 48:3, 18 49:4, 9, 15, 20 50:7, 10, 21 51:2, 11, 22 52:6, 14, 21, 24 53:3, 8, 22 54:19, 23 55:18 56:1, 7, 16 57:5,	8, 11, 17, 24 58:2, 5, 19 59:1, 15 60:12, 25 61:24 62:15, 24 63:9 64:13, 24 65:3, 12, 19, 22 66:2, 12, 24 67:1, 6, 17, 25 68:10, 16, 23 69:7, 16 70:17, 21 71:4 72:7 73:12, 15, 18 74:1, 12, 16, 24 75:7, 17, 24 76:4 77:6, 10, 14, 25 78:6, 16, 23 79:4, 17, 20 80:4, 7, 12, 18, 22 81:2, 17, 20, 25 82:6, 10, 17 83:5, 12, 21, 25 84:3, 9, 13, 17, 22, 24 85:3, 6, 19 86:2, 4, 7, 12, 21, 24 87:2, 9, 21 88:1, 8, 18 89:4, 6, 8 90:22 91:2, 11, 21, 23 92:3, 7, 14, 19 93:1, 5, 7, 12, 25 94:6, 13 95:5, 21 96:6, 11, 14, 17, 24 98:3, 13, 19 99:1, 4, 9, 15, 19 100:3, 5, 12, 17 101:4, 15 102:7, 22 103:5 104:7 105:1, 16 106:7 manufacture 90:1 manufactured 90:8 manufacturing 87:25 89:13 90:14 91:16 93:11 MANVILLE 106:16 Martorell/Olesa 8:25 massive 36:11, 12, 24, 25 materialize 30:22	materialized 30:21 materializes 35:5 materializing 30:19 35:2 materials 88:25 matter 53:18 meaning 20:19 measures 65:6 102:3 mechanical 31:14 mechanisms 97:15 meet 16:23 17:18 19:16 20:13 22:13 26:22, 24 61:8 65:14 68:5 69:9 70:5, 7 72:16 73:4 77:5 95:13 98:6 meeting 13:8, 22 15:5 18:16 53:11 55:14 69:6, 11 71:3 72:23 meetings 11:4 16:13 45:1, 6 64:13, 14, 16, 18 68:10, 17 70:14 71:6 Member 2:2, 3 9:20 11:1 78:7 members 10:22 11:2 memory 92:16 mention 8:10 mentioned 28:25 47:23 77:9 83:24 104:23 messaging 79:7 met 11:10 18:12, 15, 23 19:19 60:11 63:18 69:3, 11, 25 70:10 71:13, 21 72:1, 2, 6 metres 32:9 metrics 38:1, 14 milestone 96:23 97:16	milestones 60:24 96:19 97:5, 8, 9, 12, 13 98:5, 7, 12, 14 minimize 27:19 misalignment 43:24 missed 74:21 missing 75:3 mitigate 94:15 102:6 mitigated 62:25 mitigation 31:8 35:1 55:22 56:18 61:3, 8 62:21 63:2 66:15 68:7 69:8 102:3 MMM 47:12 48:14, 18, 20 model 20:5 21:3 modification 8:20 modified 21:14 72:17, 18 money 64:3, 4 65:13 94:22 97:25 monitor 62:5 monitoring 61:23 67:15 month 59:5 monthly 11:10 53:11 months 59:5 81:21 move 90:2, 14 moving 8:20 58:8 MSF 87:24 92:21, 25 93:13, 18 < N > names 11:6 necessarily 40:8 needed 17:19 21:14 26:21, 24 46:14 83:9 106:5 needs 13:13 76:2 101:21 NEESONS
--	---	--	---	---

<p>107:23 negative 98:7 negotiated 98:21 negotiation 48:13 102:19 New 64:18 75:19, 23 76:21 77:5, 9, 22 78:19, 20 79:11 80:16 85:18 100:1, 9, 19, 22 101:7 night 101:8 non- typographical 5:6 normally 40:6 north 9:6 64:17 Note 60:2 77:21 noted 3:17 notes 107:14 notice 80:12 notified 58:17 November 73:22 nowadays 93:22 nuance 67:10, 11 72:14 number 27:19 36:13 60:13 65:4 68:17 81:20 90:11 97:5 104:14</p> <p>< O > object 5:22 objected 5:10 objections 107:10 obligated 31:7 obligation 40:19 72:12 86:16 95:12, 14 obligations 65:15 68:6 obtain 4:5 OC 95:19 100:1, 9 occasionally 68:9 occur 83:10 occurring 35:18 offered 16:6 OLRTC 6:18 7:5, 6, 8 10:22</p>	<p>22:1, 7 23:10 24:7 26:21 30:12 40:7 45:17 46:4 47:24 48:4, 7 50:16 55:17 56:9 60:9 63:8, 9, 11, 24 65:2, 4, 7 66:7, 24 69:5 70:15, 17, 23 74:11 83:1 86:19 95:3 97:24 99:6, 17 OLRTC/RTM 1:7 2:6 OLRTC's 18:5 21:16 45:19 55:25 67:19, 22 102:20 ones 29:3 54:13 84:4 90:12 94:8 Ontario 16:17 open 77:19 102:4 opening 100:18, 21 101:7 operated 101:20 operations 84:12 85:2, 7, 12, 23 100:20 101:17 102:8, 13 operator 95:19 96:1 100:1, 10, 20 103:15 operator's 95:25 opinion 88:1 opportunity 5:2 opposed 9:11 78:3 93:23 optimal 104:1 optimistic 70:25 71:14, 18, 22 option 27:2, 5 order 4:17 15:2 17:1, 12 20:13 organization 28:12 original 57:1, 15 60:11 73:20 75:3, 20 81:13 91:4 92:5 101:11 102:19</p>	<p>originally 30:16, 22 50:25 59:3 89:19 92:10 OTTAWA 1:6 6:8 7:5 8:14 9:20 12:20 17:19 20:11 54:10 90:1, 3 Ottawa's 6:5 ought 102:1 outcome 61:15 outset 13:4 35:1, 4 overall 28:1 overseeing 42:3, 22 47:17 oversight 12:17 51:9 owner 93:23 owner's 94:3</p> <p>< P > p.m 1:17 106:19 P3s 38:24 PAGE/LINE 3:3, 18 paired 27:11, 15 Paliare 2:7 paper 14:16 32:5 parameters 32:17 34:4, 5 part 6:9 7:10 8:6, 18 9:2, 4 11:8 12:23 13:5, 9, 20 47:24, 25 48:8, 21 50:6 54:9 91:13 97:6 participants 1:16 2:5 4:24 5:5 70:6 participate 12:13 42:18 participated 6:10 participating 94:8 particular 7:16, 24 13:18 19:18 24:11 43:1, 6 46:13 48:17 62:22 74:14</p>	<p>84:7 87:18 102:18 105:3 particularities 24:12 particularly 39:8 parties 105:19 partner 6:11 11:21 49:16 97:3 partners 10:24, 25 11:14 50:23 63:12, 24 64:20 65:12 partnership 106:6 parts 14:12 52:5 63:5 passed 74:20 75:21 pay 64:2 payment 41:16 96:19, 21 97:17, 18, 19, 20 payments 96:20 PCL 16:1 people 11:4, 6, 10 21:12 43:2, 4 47:10 48:4, 7, 10 49:23, 24 52:7, 11 74:2 75:19 76:5 101:19 perceive 67:3 percent 18:15 perform 46:25 87:19 94:20, 21 performance 13:2 performed 32:6 50:17, 19 98:9 102:13 period 72:5 86:8 87:6, 7 103:13 periodic 55:9 perjury 5:20 permits 4:10 103:14 person 5:15 43:1, 6 76:11 77:9, 18 78:18 84:7 personal 78:12 80:8</p>	<p>perspective 19:3 21:1 34:3 42:16 48:8 52:3 53:10 63:14 78:22 81:9 100:9 102:10 pessimistic 71:15 phase 6:21 37:7 82:9 95:20 phases 103:18 phrase 70:24 75:2 PICO 51:19 picture 60:19, 23 79:24 pipe 32:23, 25 place 5:19 35:1 38:5 61:22 62:22 63:3 65:7 107:6 plan 35:1, 15 37:2 55:22 56:18 81:19, 22, 24, 25 82:5 87:10 89:15, 16, 21, 25 90:17 91:3, 4 101:11 planned 87:12 89:17, 18 91:7 92:10 95:8 planning 45:14 84:4 87:6 88:25 plans 35:7 36:20 66:15 69:8, 14 81:13 players 15:19 46:25 playing 72:22 point 11:8 16:14 53:24 61:23 72:8, 22 77:2 80:17 81:1 87:19 99:12, 17 101:1 102:10 105:18 points 18:2 polarized 105:21 polarizing 106:4 portfolio 6:9 9:2, 4 position 19:11 26:6 72:19 73:3 76:6</p>
--	---	--	--	---

<p>positions 105:21 106:4 possibility 24:5 possible 23:11, 12, 25 40:1 71:24 81:5 88:12 posted 4:18 potential 22:22 potentially 35:2 92:18 power 65:25 practical 51:12 practice 95:1 preferable 34:16 preference 25:9 preferred 23:4 prejudice 68:17 preparation 91:17 preparing 38:11 41:6 pre-qualification 6:12 prescriptive 39:3 Present 2:10 presented 71:19 President 6:7 8:2 64:14, 15 pressure 54:16, 24 55:3, 10 58:24 63:6 65:11 73:24 77:4, 6, 7 presumably 83:10 preventable 104:25 previous 12:12 Previously 60:3 price 18:9, 25 103:11 prices 31:11 primarily 13:14 prior 8:13 83:11 90:20 priorities 94:23 private 97:3 privy 53:21 problem 39:18 88:14 problems 32:7 90:11</p>	<p>procedural 4:16 proceed 36:14 proceedings 5:14, 18 107:5 process 14:11, 12, 24 15:10, 20, 24 17:3, 7, 9, 16 38:17 91:12 procurement 6:21 13:4 14:2, 11, 12 15:20, 23 17:9, 15 27:19 37:19 93:21 produce 56:10 produced 3:11, 17 55:25 product 16:6 17:19 20:10, 13 28:13 production 90:20 products 18:16 54:5 progress 103:13 progressive 84:12 85:17, 22 project 6:5, 8, 13, 16, 23 7:5, 21 8:15, 17, 18, 24 9:2, 21 11:11 12:3, 9, 21, 24 13:1, 5, 9 15:7, 21 21:4 23:16 25:4 29:11, 24 30:4, 11, 24 31:16, 21 34:21 35:6, 14 36:8, 14, 23 37:21 38:3 43:23 44:23 47:13, 20 49:12 52:22 53:22, 25 54:10 55:1, 2, 19 59:19 60:22 61:1, 4, 7 62:6 63:6, 12, 25 65:24 69:21, 24 70:4, 6 74:2, 4 75:11, 13, 21 76:13, 14, 19 77:20 78:8 79:2 80:15 82:20 84:4 88:4, 17, 20 90:6, 10 94:12</p>	<p>95:22, 24 97:2, 3 98:20 99:23, 25 100:16 101:2 103:3, 5, 6, 8, 17 104:4, 8 105:23, 25 ProjectCo 31:19 93:24 projects 7:20, 25 8:6, 11, 12 9:9, 10, 15 85:15 88:10 95:9 101:3 104:17 project-wide 52:2 prolonged 87:7 prompted 75:4 proper 33:7 proponents 14:15, 18 15:17 proposal 15:3, 4, 19 16:24 17:2, 5 18:11 21:11, 22 24:14 25:2 37:23 38:11 40:23 41:13 43:2, 12, 13 53:1 83:25 84:1, 7 89:18 proposals 15:21 16:3 26:25 proposed 90:4 proposing 15:7, 8 prosecution 5:19 prototype 90:20 proven 23:18 provide 19:3 22:8 99:18 provided 10:1 81:5 102:2, 5 provider 18:6 22:2 23:3 27:12 provides 26:3 providing 7:14 21:18 51:9 provision 40:17 provisions 41:17 83:19 87:5 PSOS 21:21</p>	<p>public 4:7, 15, 19 5:9 purpose 4:5 pursuant 5:8 push 70:4 pushed 73:22 pushing 42:16 59:16 62:11 put 9:25 20:3, 6 29:11 35:1, 4 38:14 40:19 45:24 61:10, 22 62:22 65:7 70:13 93:22 99:22 107:7 putting 34:6 63:3, 21 69:21 < Q > quality 7:21 quantities 31:10 question 5:11, 23 35:10 39:6 43:8 45:23 46:10 59:2 70:2 100:6, 8 104:3 questions 3:12 4:10, 11 18:2 106:10 quite 35:13 91:10 < R > radio 26:7 RAIL 1:6 7:15, 24 8:6, 12 9:1 100:2, 10, 21, 23 raised 86:19 raising 86:23 reach 14:16 reached 15:24 readiness 80:25 ready 56:15 64:2 87:15 94:6, 9 realistic 69:14, 17 77:3 really 8:3 11:15, 17 21:13 35:16, 17 45:6 53:20 70:16 94:19 reason 23:2, 4, 7</p>	<p>recall 13:11, 17 17:10 19:17, 21 20:1 22:21 23:8, 13 24:25 25:9 27:10, 14 38:22 39:13, 15, 17, 21, 24, 25 43:19, 22 44:2, 6, 7, 8, 12, 13, 15, 16, 20 45:6, 14, 18 46:9 47:7, 9, 10, 15, 20, 23 48:5, 12, 18, 25 49:4, 5, 6, 10, 11, 20, 22 50:4 51:15, 23 52:17 54:15 55:15 56:8, 13, 16 57:2, 5, 22 58:4, 6, 16 62:10, 23 63:4 64:5 65:16, 21 67:13, 17 73:21, 23 80:17 81:3, 13, 18 82:3, 24 83:7 84:8, 10, 17, 19 86:19, 22, 25 87:2, 21 90:14, 16 91:8, 11, 18, 23 92:1, 24 98:12, 13, 15, 17, 22 99:12, 15, 16, 19, 21 receivable 5:17 receive 16:3 receiving 31:12 55:9 56:4 99:13 RECESSED 60:6 recognition 50:19 72:6 recognized 9:25 recollection 18:13 20:7 22:17 26:21 29:12, 21 48:19 60:9 73:25 82:16 87:14 recommendation 38:9 record 59:25 60:4 106:17 recorded 107:11 reduce 29:4 referenced 6:22</p>
--	---	--	--	--

referencing 90:16	63:2 64:16, 24 66:12, 17, 18, 19 67:6, 10, 11 68:16, 18 70:11 71:5 72:13, 25 73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	respond 69:17 70:3 73:17	100:16, 24 101:2, 5, 6 102:3 103:21, 23, 25	66:2, 12, 24 67:1, 6, 17, 25 68:10, 16, 23 69:7, 16 70:17, 21 71:4 72:7 73:12, 15, 18 74:1, 12, 16, 24 75:7, 17, 24 76:4 77:6, 10, 14, 25 78:6, 16, 23 79:4, 17, 20 80:4, 7, 12, 18, 22 81:2, 17, 20, 25 82:6, 10, 17 83:5, 12, 21, 25 84:3, 9, 13, 17, 22, 24 85:3, 6, 19 86:2, 4, 7, 12, 21, 24 87:2, 9, 21 88:1, 8, 18 89:4, 6, 8 90:22 91:2, 11, 21, 23 92:3, 7, 14, 19 93:1, 5, 7, 12, 25 94:6, 13 95:5, 21 96:6, 11, 14, 17, 24 98:3, 13, 19 99:1, 4, 9, 15, 19 100:3, 5, 12, 17 101:4, 15 102:7, 22 103:5 104:7 105:1, 16 106:7
referred 16:19	68:16, 18 70:11 71:5 72:13, 25 73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	responded 74:6	risky 94:12, 13 103:11	
refreshes 92:16	71:5 72:13, 25 73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	responds 101:20	RIVAYA 1:7 2:6 3:5 4:3, 4 6:2, 6, 19 7:1, 7, 11, 17 8:15 9:13, 17, 23 10:2, 5, 8, 11, 17, 23 11:15, 17, 20 12:3, 18, 23 13:7, 15, 20 14:6, 10 18:8 19:5, 14, 20, 24 20:8, 24 21:5, 10, 17 22:4, 9, 15, 18, 20, 24 23:6, 12, 22 24:4, 10, 24 25:6, 12, 15, 24 26:4, 23 27:14, 22 29:5, 15, 18 30:6, 12, 14, 20 31:4, 23 32:22 33:10, 13, 17, 20 34:1, 13, 19 35:9, 20, 23 36:2, 5, 10 37:9, 17, 22 38:20, 25 39:5, 14, 17, 19, 24 40:3, 9 41:3, 7, 25 42:6, 24 43:11, 18 44:1, 6, 15, 22 45:16, 22 46:3, 7, 15 47:3, 9, 18 48:3, 18 49:4, 9, 15, 20 50:7, 10, 21 51:2, 11, 22 52:6, 14, 21, 24 53:3, 8, 22 54:19, 23 55:18 56:1, 7, 16 57:5, 8, 11, 17, 24 58:2, 5, 19 59:1, 15 60:8, 12, 25 61:24 62:15, 24 63:9 64:13, 24 65:3, 12, 19, 22	
refurbishment 8:16, 25 9:5, 7	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	response 56:17 98:17	role 6:24 9:19 46:6 47:16 49:14, 22 50:6, 17 66:6 78:8	
refused 3:12 33:19, 21 55:16	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	responsibilities 11:13 51:4, 17	roles 7:21	
regard 39:12 96:10	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	responsibility 7:24 8:7, 23 11:24 45:25 46:4 47:19 48:15 49:2 64:1 76:13 93:23 94:2	rolling 9:12, 15 13:17, 24 14:11, 19, 21, 25 15:1, 6, 10, 12, 14 16:9, 10, 22 17:5, 13, 17, 24 18:14, 18 19:23 21:13 22:2 23:3, 16 27:12, 24 28:8, 19 37:15 38:6 39:2 45:21 46:1 48:16 49:3 52:2	
Regarding 17:7	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	responsible 7:22 63:15 64:17 95:2		
regulation 26:10	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	rest 37:15 59:18		
rejected 98:25	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	restate 36:13		
related 23:21 32:2, 16 48:16 51:20 52:17 62:22 64:8 66:14	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	restrictive 29:13 30:9		
relates 20:3 59:23 67:4	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	result 63:6		
relating 83:19 99:22	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	resulting 67:14 74:22		
relation 52:19	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	resumé 7:13 8:10 9:25		
relationship 65:25 67:12 79:6 105:19, 22	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	RESUMED 60:7		
relationships 79:3	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	revenue 54:21 57:12, 15 60:14 72:11 85:3, 8 86:16 102:12		
relevant 103:3	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	review 5:3		
reliability 87:16	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	RFP 6:12, 22 14:13, 15, 16, 23 15:10 17:9, 16 18:24 38:17		
relied 21:9, 10	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	RFQ 14:11, 13, 14, 17, 19 15:9		
relief 33:15, 22 34:7	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	rights 41:16		
reluctance 68:21	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	ring 73:13 83:4		
reluctant 85:23 86:2, 3	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	rings 50:11		
remain 10:4 12:22	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	Ripoll/Puitcerta 9:6		
remember 11:1, 7 13:7, 15, 22 14:6, 23 16:14, 18 17:10 19:5, 6 20:9, 15 21:5 22:4, 10, 20 23:22 24:10, 12, 15, 17, 20, 25 25:1, 2, 7 29:21 32:22 34:1, 6 38:20 43:1 45:3, 5, 6, 10 46:7, 8 53:24 54:13 55:7 56:22, 23 57:18 60:25 61:14, 16 62:1, 2, 4, 8, 24	73:6, 18 74:1, 3, 5, 17, 25 75:1, 8 76:25 77:21 79:18, 23 80:18 82:2 83:12 85:12, 21 86:21 87:11 89:9, 21 90:12 91:3 92:7, 9, 14, 20 93:13 97:1, 19	risk 28:21 29:5, 6, 9 30:21 31:18, 21 32:6, 11, 14, 20 33:6, 25 34:10, 17, 18, 21 35:2, 3, 5 37:25 38:1, 2, 14 94:7, 9 95:15 99:25		

62:12, 17, 23 93:21 94:2, 10, 17 95:3, 7 103:20 105:5 room 38:3 Rosenberg 2:7 Rothstein 2:8 RPR 107:3, 24 RSA 54:17 56:11, 15 57:3, 8, 10 60:10, 11 62:12 68:25 69:2, 6 72:4 73:17 74:19 75:3, 20 77:5 80:16 83:3, 9, 11 85:2, 3 RTG 7:10 33:14, 24 35:7, 15 66:7, 21 67:4, 20, 21 70:16 99:6, 14, 18 RTG/EJV 48:1 RTG's 18:5 65:17 98:23 RTM 96:16 run 82:15, 18 running 26:12 81:24 82:1 runs 87:8 Rupert 77:10, 11 rushed 38:18 < S > safe 36:13 safety 26:12 45:4 Santedicola 2:11 107:3, 24 Sants 8:18 9:18 satisfaction 55:25 satisfied 21:21 30:3 SCADA 28:1 scenario 70:25 schedule 12:24 13:1 31:6 36:17, 25 37:1, 20, 25 38:4, 5, 7, 9, 12, 13, 15 45:2, 9 52:13, 18 53:7 54:6, 7, 18 55:14, 16, 23	56:25 57:1 61:8, 12 62:3 64:12 68:4 69:18, 19, 25 70:1, 5, 7 71:3, 11, 19, 20 72:1 73:2, 3, 4, 10 77:2 79:8, 11 81:10 82:25 95:7 98:6 99:13 schedules 53:1, 6, 12, 16 54:1 55:5, 9, 11 56:2, 4 58:23 59:2 62:25 63:17 69:8, 11, 14, 23 99:18 scheduling 36:9 64:22 70:15, 20 scope 12:7 31:13, 15, 16 47:14 48:9 51:13 96:20, 22 97:9, 14, 15, 20 101:5 104:17, 18 scopes 83:13 scoping 51:13 screen 10:1 seamlessly 40:25 section 5:8, 21, 23 92:18 seek 34:7 70:5 select 14:25 selected 16:7, 10 18:7, 20 19:1 23:1, 10, 13 40:7 98:9 selection 14:3 24:16 sending 65:13 senior 44:24 45:8 67:15 76:11 sense 46:11 60:19, 22 78:24 83:8 87:4 88:9 separate 43:9 48:2 73:1 September 58:10, 11, 13 sequence 83:13 service 54:22 57:12, 15 72:11	85:4, 8 86:17 102:12 service-proven 19:4, 8, 12, 23 20:7, 16, 18, 20 set 87:17 107:6 setup 91:15 106:2 share 103:2 shared 4:23 5:4 shift 23:10 56:20 Shorthand 107:4, 14 short-list 14:14 short-listed 15:25 shortly 74:19 shutting 101:6 side 12:8, 9 21:16 36:22 48:5 51:12 54:3 77:18 86:15 94:3 102:24 sides 36:19 Siemens 15:15, 18, 24 26:16 27:1 signalling 17:11, 18, 23 22:12, 23 23:5, 25 24:2 25:10, 22 26:18 27:24, 25 46:2 48:17 49:3 51:21 52:1 significantly 65:1 similar 9:19 17:8 similarly 68:1 simplification 28:6 single 28:10 sinkhole 31:5, 24 33:12, 16 35:13, 21 105:9 sit 42:16 SJV 50:3 slash 41:12 slightly 71:14 slow-down 63:11 SNC 10:24 12:2, 8, 11 25:3	47:5, 8, 10, 16, 18, 24, 25 48:8, 20 49:12, 16 76:12 77:9 soft 84:11 86:23 solemn 4:6 solutions 105:8 soon 15:23 sorry 11:19 15:12 17:17 25:7 32:19 35:10 39:17 45:4, 23 54:19 61:21 86:1 89:2 90:5, 25 99:10 100:3 sort 67:11 sought 33:15 sound 90:21 south 92:22 Spain 7:18 9:3 speak 14:3, 9 24:23 44:13 81:11 96:6, 11 speaking 12:1 27:18 31:15 34:19 78:19 spec 25:16 specific 38:21 49:2, 21 56:12, 23 64:6 specifically 14:17 47:25 81:15 82:25 85:20 specifics 81:21 85:13 98:15 speculating 33:2 76:25 speculation 95:6 speed 82:21 spend 94:22 split 77:15 spoke 49:7 83:16 spoken 23:1 Stage 6:5 14:20 stages 6:10 39:22 stakeholders 103:7, 9 stance 73:23 standard 85:16 stands 38:18	start 84:11, 12, 21 85:7, 12, 17, 23 86:23 91:16 100:8 102:8 started 7:19 15:9, 20, 23 17:8 53:14 61:5 62:5 90:8, 9, 10 state 80:25 Station 8:18, 21 9:18 92:17, 20 stations 8:17 12:7 31:13 39:12 stay 80:11 103:23 stayed 9:18 steel 88:22 89:4, 5, 24 Stenographer/Tra nscriptionist 2:11 stenographically 107:11 stock 9:12, 15 13:17, 24 14:11, 19, 22, 25 15:1, 6, 10, 12, 14 16:9, 11, 22 17:6, 14, 17, 24 18:14, 19 19:23 21:13 22:2 23:3, 16 27:12, 24 28:8, 19 37:15 38:6 39:2 45:21 46:2 48:17 49:3 52:2 62:12, 17, 23 93:21 94:2, 10, 17 95:3, 7 103:21 105:5 stop 106:8 strategies 61:4, 8 62:22 63:2 68:7 strategy 38:2 82:13 stronger 12:8 structure 10:21 28:9 46:24 47:12 48:6 structured
---	--	--	---	---

10:22 50:3 struggled 49:13 stuck 105:20 sub 49:16 subcontract 28:9 41:2, 21 42:3, 7, 15 43:9 49:1, 24, 25 83:1 96:13 subcontractor 48:9 51:5 subcontractors 31:12 51:4 79:15 subcontracts 40:18 41:6 42:4, 5, 9, 14, 22 43:16, 21, 25 48:14 subject 94:20 subjected 16:5 subjects 12:13 submission 42:8 98:23 99:6 submitted 52:25 submitting 15:2, 3 43:21 subsequently 30:1 substantial 72:11, 16, 17, 21 98:24 99:5, 7 102:11 sub-team 14:25 Subway 9:2 sufficient 63:7 suitability 87:24 suitable 88:5 93:9 summer 74:14, 16 supplied 28:8 62:17 supplier 14:22, 25 15:1, 6 16:10, 11 17:4, 6, 11, 14, 21, 24 18:19 23:5 25:12 66:15 69:19 94:16, 18 suppliers 14:19 15:11, 12, 15 17:17, 18 18:14 22:12, 22 26:15,	18 63:13 69:23 103:21 supplies 45:5 supply 28:10 30:23 38:7 93:17 94:2, 10 95:12 supplying 28:19 support 71:12 suppose 20:17 29:8 34:2 40:4, 22 64:6 70:10 supposed 47:17 system 17:23 22:8, 17, 23 23:5, 15, 21, 25 24:2, 18, 19 25:11, 13, 19, 22 26:2, 4, 13, 14 27:24, 25 28:1, 8 44:12 45:21 46:2 48:5, 17 49:3 51:19 52:1 84:21 85:18 87:15, 19 95:15 100:2, 19, 21, 22 101:7, 8, 16, 19, 22 102:4, 14 systems 12:8, 9 24:8 25:10 27:20, 22, 25 29:2 39:23 40:25 45:14 46:1, 12 47:21 48:4, 10, 16 49:2, 13, 21 50:17 51:3, 10, 21, 25 77:16, 18 81:16 104:5 < T > table 68:9 talk 6:21 8:11 31:1 36:7 45:8 59:13 82:11 talking 16:15 49:15 70:16, 18 Team 11:11 13:1 14:20 16:1 21:11, 12, 16, 20 24:14, 22 27:6 38:10 41:23 42:25 43:2, 5, 9, 11, 12,	17 46:24 48:3, 4 53:11, 25 61:4, 7, 10 74:4, 10, 23 75:5, 23 76:19 83:17, 20, 21, 24 teams 14:16 15:25 42:16 technical 15:22 16:4, 12 18:10 21:11, 16, 19, 20 24:14, 22 25:4 28:16 38:10 40:23 41:12, 13, 23, 24 43:20 60:4 67:15 83:16, 17, 23 88:21 104:20 technically 28:22 42:11 48:2 Technician 2:12 technology 26:19 27:5 tend 5:12, 13 tendency 93:22 94:5 term 51:24 terms 6:23 14:4 21:25 25:10 29:10 32:11 33:5 35:7 36:8 37:8, 15 39:9, 11 41:16 42:17, 19 43:15, 20, 21 47:2 51:8, 11, 17 61:16 64:12 65:24 71:2 76:1 79:2, 3 85:1, 17 87:5, 15, 17 95:19 96:18 97:25 100:10, 16 102:4 104:22 test 90:8, 9 92:1, 5, 9, 16 testimony 107:9 testing 37:7, 11, 14 38:8 51:19 62:18 81:12, 13, 16 82:8 83:3, 9, 10, 19 90:10, 17, 19 92:13 tests 91:10	Thales 14:4 17:7, 22, 23 21:25 22:8, 16 23:1, 9, 13, 14, 15, 17, 21, 24 24:8, 16 25:23, 25 26:15, 22, 24 27:7, 9, 11, 15 39:22 41:2, 8, 11 42:3, 7, 15 43:10 44:4, 5, 8, 13, 24, 25 45:5, 8 47:2, 4, 14 49:25 51:6, 17 52:18 53:6 54:2, 5, 12, 14 57:3, 6, 7, 22 58:17 59:5, 8, 10 69:20 79:15 81:7 thing 28:20 78:10 89:9 things 14:6 24:15 30:24 31:25 38:13 45:11 50:24 52:24 61:5, 9 62:14, 16 65:5 66:7 68:3 73:7 75:10 76:6 78:4, 13 79:11, 14 94:16 95:23 96:2 98:20, 21 99:23 101:1 105:2 thinking 51:5, 12 58:9 third 15:25 thought 15:11, 13 18:11, 17 19:7, 18 22:13 38:6, 15 46:24 51:14 52:3 57:19 63:25 71:20 81:4 tied 80:3 94:17 tight 29:14 69:9 time 4:10 6:7 8:8 11:7 12:20 13:12 14:20 16:7, 16, 21 18:13 19:7 26:17 30:4 33:21 35:15, 19 36:18 38:4	39:9 45:2 53:5 55:1, 2, 4, 21 56:19 58:14 59:9, 16 60:15, 17 61:2, 23 62:9, 17 63:18 67:12 68:3, 19 69:8 70:3 71:10 72:5, 24 73:8 76:11 77:22 78:17 79:12 81:1, 6 84:14 87:12, 20 89:22 93:16 95:23 99:12, 17, 24 103:16 105:14 106:9 107:6, 7, 10 times 39:11 71:8 today 10:6 50:24 today's 4:5 told 13:12 16:22 76:10 88:9 103:20 105:4 tone 76:1, 17, 24 77:3, 22 tooling 90:2 91:16 track 8:19, 24, 25 9:7 26:9 37:10, 11 91:19 92:1, 2, 6, 9, 17, 18 tracking 55:8 tracks 8:20 9:11 train 20:5 21:14, 19 24:19, 20 26:5, 7, 8 89:11 93:10 trained 101:19 training 7:18 trains 24:1 26:11 82:15, 19 87:7 transcribed 4:13 107:12 transcript 4:14, 18, 22 5:3, 4, 7 107:14 transfer 28:21
--	--	---	---	---

<p>transferred 93:15</p> <p>transferring 101:6</p> <p>transit 8:12 100:11</p> <p>transitioned 78:10</p> <p>translate 73:25</p> <p>translated 95:4</p> <p>transparency 67:20 68:14, 18</p> <p>transparent 70:23 71:13 77:20</p> <p>Transpo 95:19 100:1, 9</p> <p>transportation 10:10</p> <p>trial 5:18 81:24 82:1</p> <p>tricky 59:1</p> <p>trigger 44:17 66:6</p> <p>triggered 91:14</p> <p>troubles 63:23</p> <p>true 72:10 107:13</p> <p>trust 17:21</p> <p>trying 66:4, 5, 16 67:7, 8 68:4, 5 72:24 76:18 79:10, 22, 23</p> <p>tunnel 31:5 32:7 36:14, 19, 20 37:9, 12 82:18</p> <p>tunnelling 12:5 13:23, 24</p> <p>turn 30:9</p> <p>type 23:24 25:10 41:18 47:6 95:22</p> <p>typos 5:3</p> <p>< U ></p> <p>U.S 89:20 91:5</p> <p>U/T 3:17 24:24</p> <p>Uhm-hmm 30:8</p> <p>ultimate 46:3 85:11</p> <p>ultimately 14:3 33:15 46:12 50:16 65:9</p>	<p>80:19 88:4, 6 91:9 92:17</p> <p>underneath 8:8</p> <p>understand 22:1 35:9 40:24 45:22 48:1 69:1 77:13 79:14 100:5</p> <p>understanding 23:20 26:2 33:12, 19 45:19 53:12 71:12 88:16</p> <p>undertaken 3:10</p> <p>UNDERTAKINGS 3:15</p> <p>underway 14:2</p> <p>underwrote 65:17</p> <p>unfolded 12:21 88:4</p> <p>unique 22:17 25:22, 24</p> <p>University 7:18</p> <p>unrelated 32:15, 21 75:6</p> <p>updated 55:6, 8</p> <p>updates 55:9 99:14</p> <p>utilities 103:15</p> <p>< V ></p> <p>V5 73:10</p> <p>validation 90:17, 19, 24 91:10</p> <p>various 60:21, 24 62:13, 16 92:13</p> <p>vast 101:7</p> <p>vehicle 18:6 19:4, 8, 12, 23 20:16, 18, 20 87:25 89:19</p> <p>vehicles 54:4 55:4, 5, 22 56:11 59:4, 6 87:11 89:14 90:1, 4, 8, 20 95:13, 14</p> <p>venture 48:1 65:13, 14</p> <p>VERITEXT 107:23</p> <p>Vice 6:7 8:2</p>	<p>Videoconferenci ng 1:15</p> <p>view 29:12 50:16 59:17</p> <p>views 71:17 87:24 88:3, 5</p> <p>Virtual 2:12</p> <p>vis-à-vis 67:20</p> <p>Vitae 3:4 10:16</p> <p>VOBC 44:11 51:18</p> <p>VP 7:4</p> <p>< W ></p> <p>walking 93:13</p> <p>wanted 25:11, 13 89:18 98:6 106:14</p> <p>water 32:23, 25</p> <p>ways 105:2</p> <p>website 4:19</p> <p>weekends 56:21</p> <p>weeks 36:18</p> <p>well-qualified 46:25</p> <p>west 36:23 90:5</p> <p>whatsoever 43:19</p> <p>WHP 47:12</p> <p>win 29:25</p> <p>withstand 35:8</p> <p>witness 5:9, 13, 16 107:7, 9</p> <p>wonder 35:12</p> <p>wondered 83:7, 8</p> <p>word 66:9 90:22</p> <p>work 7:19 10:7 12:17 18:21 31:8 37:3 40:12, 13, 14 46:25 47:6 49:19 52:13 59:6 70:8 77:25 79:10 88:6 91:17 95:1 96:21, 22 98:1</p> <p>worked 23:14 95:3</p> <p>working 73:10 79:1, 8 80:21 95:9, 16</p>	<p>works 5:25 6:2 7:23 8:5, 11, 19, 20, 24 12:5 13:24 36:13, 21 37:2 77:17 94:20 98:10</p> <p>workshop 61:15, 19 62:2, 3, 5</p> <p>workshops 60:13 61:15</p> <p>writing 56:9</p> <p>wrong 32:1 33:5 40:17 61:13 91:13 92:10, 23 96:25 97:1</p> <p>< Y ></p> <p>yeah 13:10, 20 29:5 54:23 57:9, 17 60:16 61:24 86:12</p> <p>year 9:18 54:9 86:9, 10</p> <p>York 64:18</p> <p>< Z ></p> <p>Zoom 1:15</p>
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