

Overview Report

Role and Overview of Altus Group Limited, Independent Certifier for the OLRT Project

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1. Scope of Overview Report

1. This overview report reviews the role of the Independent Certifier in Stage 1 of the Ottawa Light Rail Transit (OLRT) System project, including outlining the responsibilities of the Independent Certifier in the Project Agreement, providing an overview of the firm selected as the Independent Certifier for the project, and

DISCLAIMER

Please note that in accordance with the Commission's Rules of Procedure, the statements in this Overview Report may be challenged or supplemented through evidence led before the Commission or submissions made to the Commissioner. The Commissioner will consider all the evidence entered in the Commission's public hearings in determining the weight to be ascribed to anything contained in the Overview Report.

examining the performance of Altus Group Limited (Altus) in its role as Independent Certifier.

2. Who is the Independent Certifier for the Ottawa LRT project?

2. The City of Ottawa (City), with its Commercial Procurement Lead for the OLRT project, Ontario Infrastructure and Lands Corporation, and in conjunction with Rideau Transit Group (RTG), issued a Request for Proposals for Independent Certifier Services for the OLRT Project (the Independent Certifier RFP) on December 19, 2012.¹
3. Altus was awarded the contract to be the Independent Certifier for the OLRT project on or about January 28, 2013.²
4. Altus executed the Independent Certifier Agreement (a draft of which was annexed to the Project Agreement as Schedule 6³, and to the Independent Certifier RFP as Schedule 3⁴) effective February 12, 2013.⁵ It is a joint retainer by the City and RTG.
5. The Independent Certifier Agreement made each of the City and RTG severally responsible for one half of the Independent Certifier's fees in accordance with the payment schedule set out in Appendix B to the Independent Certifier Agreement.⁶
6. In a presentation delivered by Altus following its appointment as Independent Certifier, Altus described itself as being a corporation publicly listed on the Toronto Stock Exchange, with a revenue of over \$250 million, with over 60 offices in 14 countries, and with over 1,800 employees.⁷ Altus has further indicated that it had experience in over 70 public-private partnership / alternative financing and procurement projects, including extensive experience acting as an independent certifier.⁸
7. Under the terms of the Independent Certifier Agreement, Altus was required to provide an Independent Certifier's Certification Quality Plan, which was required to identify the processes and outcomes of the Certification Services that complied with all requirements of the Independent Certifier's quality assurance accreditation and was otherwise satisfactory to each of the City and RTG Representatives.⁹

- a. In its Certification Quality Plan, Altus identified several of its key employees that would be involved in the Ottawa LRT project, including: Mehran Avini, Professional Engineer (P.Eng); Monica Sechiari, P.Eng; Bob Parsons, P.Eng; Duncan Wylie, P.Eng; and David Ko, P.Eng.
 - b. The above-mentioned individuals are listed in Appendix C to the Independent Certifier Agreement as having the following roles:
 - i. Mehran Avini – Team Leader (Independent Certifier)
 - ii. Monica Sechiari – Back-up Team Leader / Certification Manager, Commissioning Lead
 - iii. Bob Parsons – LRT Expert / Civil Construction
 - iv. Duncan Wylie – Consultant – Tunneling / Geotechnical Engineer
 - v. David Ko – Consultant – LRT Systems
8. The Independent Certifier Agreement requires Altus to “make reasonable efforts to ensure that the individuals listed in Appendix C remain involved in the performance of the Certification Services”.¹⁰
9. In its Certification Quality Plan, Altus outlined the qualifications of its two key personnel, Mehran Avini and Monica Sechiari.¹¹ Mehran Avini, whose roles are indicated as both the Team Lead/Leader and Independent Certifier, was described as having 23 years of experience in numerous independent certifier roles and as the lead contact for the OLRT project parties. Monica Sechiari was described as having 20 years of experience in numerous independent certifier roles, and as being another point of contact for the OLRT project parties. Both are described as being supported by a team of various specialists.

3. What is the role of the Independent Certifier?

10. Section 25.2 of the Project Agreement states that “[t]he general role, obligations and functions of the Independent Certifier are described in Schedule 6 – Independent Certifier Agreement”. Section 3 of the Independent Certifier Agreement at Schedule 6 to the Project Agreement sets out the role of the Independent Certifier.
11. Section 3 states that the Independent Certifier is appointed to carry out the “Certification Services in accordance with this Independent Certifier Agreement.” Certification Services is a defined term in the Independent Certifier Agreement, and is defined as:

- a. all of the functions and obligations described in the Project Agreement as being the responsibility of the Independent Certifier;
 - b. all of the functions and obligations conferred on the Independent Certifier under [the] Independent Certifier Agreement, including the functions described in Appendix A to [the] Independent Certifier Agreement; and
 - c. all other things or tasks which the Independent Certifier must do to comply with its obligations under [the] Independent Certifier Agreement.¹²
12. Appendix A of the Independent Certifier Agreement sets out the Certification Services.
13. The Independent Certifier Agreement establishes that the Independent Certifier is to be independent of the City and RTG in the following ways:
 - a. Section 3.1(c) of the Independent Certifier Agreement provides that neither the City nor RTG will enter into any separate agreement with the Independent Certifier concerning the Project. Section 3.1(c) further requires that RTG ensure that no Project Co Party enters into any separate agreement with the Independent Certifier in connection with the Project.¹³
 - b. Section 3.4 of the Independent Certifier Agreement is titled “Duty of Independent Judgment”. That section establishes, among other things, that the Independent Certifier must “act impartially, honestly and independently in representing the interests of both PA [Project Agreement] Parties in accordance with the terms of the Project Agreement and this Independent Certifier Agreement”.¹⁴ Although the Independent Certifier may take account of any opinions or representations made by the other parties, the Independent Certifier is not bound to comply with any opinions or representations made by either of them in connection with any matter on which the Independent Certifier was required to exercise its professional judgment.¹⁵
 - c. Section 3.5 of the Independent Certifier Agreement is titled “Authority to Act”. That section establishes, among other things, that the Independent Certifier “is an independent consultant and is not, and must not purport to be, a partner, joint venturer or agent of either” the City or RTG.¹⁶
 - d. Section 3.8 of the Independent Certifier Agreement contains a warranty by the Independent Certifier that at the date of the Independent Certifier Agreement the Independent Certifier had no conflict of interest and that a conflict of interest was not likely to arise in the performance of its obligations under the Independent Certifier Agreement, and that if a conflict or risk of conflict of interest were to arise, that the Independent Certifier would notify the City and RTG and take steps as may be required by either PA Party to avoid or mitigate the conflict or risk.¹⁷

14. The Independent Certifier Agreement also sets out the manner in which the Independent Certifier was to carry out the performance of the Certification Services, in the following ways:
 - a. Section 3.3 is titled “Standard of Care” and provides that the Independent Certifier “must exercise the standard and skill, care and diligence in the performance of the Certification Services that would be expected of an expert professional experienced in providing services in the nature of the Certification Services for projects similar to the Project”.¹⁸ Section 3.4(d) also states that the Independent Certifier owes an equal duty of care as is owed to the City to Her Majesty the Queen, represented by the Ministry of Transportation, and the Government of Canada, represented by the Ministry of Transport, Infrastructure and Communities.¹⁹
 - b. Section 3.4(a) of the Independent Certifier Agreement also establishes that the Independent Certifier must “act reasonably and professionally”, “act in a timely manner”, and “use its best skill and judgment” in performing and providing the Certification Services.²⁰
15. As noted above, Section 25.2 of the Project Agreement states that the general role, obligations and functions of the Independent Certifier are described in the Independent Certifier Agreement. However, the Project Agreement also sets out various other roles and functions of the Independent Certifier.
16. By way of example, in addition to the role, obligations and functions set out under the Independent Certifier Agreement, the Project Agreement also specifies the various notices which must be provided by RTG to the Independent Certifier, including the Milestone Acceptance Notice, Substantial Completion Notice and Revenue Service Availability Notice,²¹ as well as the timing for the Independent Certifier’s determination in response to each notice.²²
17. In addition, the Project Agreement specifies that where there are Minor Deficiencies when RTG submits its Substantial Completion Notice, then the Independent Certifier shall work with the City and RTG to create a Minor Deficiencies List.²³
18. Schedule 14 of the Project Agreement also specifies that the Independent Certifier will form part of the Commissioning Team²⁴ and that the Independent Certifier shall validate the Trial Running acceptance.²⁵

19. Finally, the Parties have recourse to the Independent Certifier as a decision-maker with regards to various disputes that may arise during the Project. By way of example, where RTG disputes any of the City's comments in respect of a Works Submittal under the Schedule 10 review process, then RTG may refer the dispute to the Independent Certifier for determination.²⁶ More broadly, Schedule 27 of the Project Agreement states that any Disputes related to the Design and Construction Works and that meet the requirements of Section 4.2 of Schedule 27 shall be submitted to the Independent Certifier for independent determination.²⁷

4. What are the limits of the Independent Certifier role?

20. The Independent Certifier Agreement specifically establishes that the Independent Certifier "has no responsibility for performance of the design or construction, or for the certifications of the professionals of record".²⁸ The RFP issued for the Independent Certifier role also specifically clarified that certification services for any Highway 417 roadwork were intended to be excluded from the Independent Certifier Agreement as the City was procuring a consultant to undertake certification services in connection with the Highway 417 roadwork.²⁹
21. Further, as Altus noted in its Certification Quality Plan: "[t]he Independent Certifier's role ends at the end of construction and upon issuance of the Final Completion Certificate by the Independent Certifier – there is no IC [Independent Certifier] role during the operations phase of the Project."³⁰ However, the Independent Certifier may still be involved in an ongoing Dispute in relation to the Design and Construction period even when the Project itself has progressed to the maintenance period.

5. What tasks did Altus perform as Independent Certifier during the project?

22. **Monthly Status Reports** – In its role as Independent Certifier, Altus produced a monthly status report for each month of the project, starting in March 2013 and continuing to February 2019. In total, 71 Monthly Status Reports were issued by Altus; a list of all Monthly Status Reports is appended to this overview report as [Appendix A](#).
23. The monthly status reports, in general, summarized the current status of the project and any issues concerning the progress of the project or issues concerning the

parties. Each report reviewed the following topics, as originally set out in the Certification Quality Plan³¹:

- a. Permits, Licenses and Approvals Status
- b. Submittals
- c. Design
- d. Construction
- e. Environmental & Compliance Status
- f. LEED [Leadership in Energy and Environmental Design]
- g. Schedule
- h. Quality Management
- i. Project Agreement Variations (Variations, Delay Events, Compensation Events)
- j. Certifications & Letters of Assurance
- k. Contribution Agreements Status
- l. Commissioning Activities

24. **Works Committee Meetings** – Altus indicated in its first monthly status report that it would issue its report prior to each monthly Works Committee meeting and in conjunction with the Monthly Works Report submitted by RTG.³² As part of its required duties under the Project Agreement, the Independent Certifier attended the monthly meetings of the Works Committee. A list of all Works Committee meeting notes is appended to this overview report as [Appendix B](#).
25. **Milestones** – For each of the 12 contractual milestones identified in the Project Agreement, Altus issued a report reviewing the criteria necessary to achieve the particular milestone and a certificate (a Milestone Acceptance Certificate) appended to its report. A list of the project milestones together with dates on which Altus issued its applicable reports and certificates is appended to this overview report as [Appendix C](#).
26. Following the Independent Certifier’s certification of Substantial Completion on July 26, 2019³³, the Independent Certifier later provided a Validation of Trial Running Acceptance³⁴ and certified Revenue Service Availability.³⁵
27. Other major activities undertaken by Altus during the project are outlined below.
28. Where a change to the criteria for a milestone was proposed, Altus reviewed the request and performed an independent evaluation. Specifically, when RTG

formally proposed a revision to the criteria for the achievement of Milestone #2 on April 22, 2014³⁶, the City and RTG issued a request that Altus review and evaluate the proposal, including the potential impact on later milestones.³⁷ In response, Altus issued its review on May 7, 2014.³⁸

29. Appendix A (g) of the IC Agreement required the Independent Certifier to, “[p]rior to any certification, consider the views and comments of both Project Co and the City in relation to the satisfaction of the conditions for certification.” The Independent Certifier’s monthly status reports each contained a milestone table describing the status of each milestone and whether that milestone had been achieved on time. Each certificate certifying that a milestone was achieved was issued within a separate report titled “Independent Certifier’s Milestone Acceptance Certificate & Report” and included supporting documentation reviewed by the Independent Certifier, the notice from RTG regarding the milestone, and related correspondence from the City.
30. That the Independent Certifier considered the views of both RTG and the City as required by Appendix A (g) of the Independent Certifier Agreement is evident from the Independent Certifier’s accompanying report to the milestone certificates, in which the Independent Certifier acknowledges RTG’s and the City’s notice and correspondence around milestone acceptances and the conditions being satisfied in order to issue certificates. (Examples can be found in each report listed in [Appendix C.](#))
31. Appendix A (i) of the Independent Certifier Agreement required the Independent Certifier to “[r]eview relevant documentation, including the Final Design Development Submittals, certificates and approvals, Permits, Licences and Approvals, certifications, test results, quality assurance audits, letters of assurance from professionals, schedules of equipment and staff profile schedules provided to the Independent Certifier pursuant to the Project Agreement.” The Independent Certifier also followed this requirement, as evidenced by the Independent Certifier’s reference to the various permits and engineering reports relevant to the particular Milestone under consideration in its milestone reports.

32. Appendix A (k) of the Independent Certifier Agreement required the Independent Certifier to, “[u]pon receipt of notice from Project Co requesting the issuance of certification of any Request for Civic Works Payment Approval, certification of Substantial Completion of the Civic Works, a Milestone Acceptance Certificate in respect of a particular Milestone, the Substantial Completion Certificate, the Revenue Service Availability Certificate or the Final Completion Certificate, as applicable, consider such request and, within the time period set out in the Project Agreement and in accordance with the Project Agreement, either: (i) issue the applicable Certificate; or (ii) issue a report detailing the matters that the Independent Certifier considers are required to be performed prior to issuing the applicable certificate.”
33. That the Independent Certifier fulfilled part (i) of this requirement is demonstrated by the fact of the issuance of the Milestone Acceptance Certificates throughout the project. That the Independent Certifier fulfilled part (ii) is evidenced by the process followed with respect to the issuance of the Substantial Completion Certificate, eventually issued by the Independent Certifier on July 26, 2019.³⁹ Following the issuance of the first Substantial Completion notice by RTG on April 29, 2019, the Independent Certifier issued a report confirming that it had reviewed RTG’s notice, conducted a site visit, and reviewed the City’s opinion on RTG’s notice, before detailing a list of 15 items that needed to be addressed before the Substantial Completion Certificate could be issued.⁴⁰
34. Appendix A (m) of the Independent Certifier Agreement required the Independent Certifier to “[p]repare, in consultation with RTG and the City, as soon as reasonably practicable and, in the case of Milestones, Substantial Completion and Final Completion, in any event within, the time period specified in Section 26.4(a) of the Project Agreement, the Minor Deficiencies List, which Minor Deficiencies List will include an estimate of the cost and the time for rectifying the Minor Deficiencies and a schedule for the completion and rectification of the Minor Deficiencies.” That the Independent Certifier complied with this obligation is found in the issuance of the Minor Deficiencies List on July 31, 2019 after Substantial Completion was achieved on July 26, 2019, which contained the complete list of Minor Deficiencies (a defined term in the Project Agreement).⁴¹

35. With regards to its obligations under Schedule 27, RTG submitted eight Disputes for determination by the Independent Certifier. [Appendix D](#) lists the determinations of the Independent Certifier for each of these Disputes.

6. Remaining Activities of the Independent Certifier

36. Following the issuance of the Revenue Service Availability Certificate on August 30, 2019, in accordance with the Independent Certifier's Certification Quality Plan, the final major Project activity of the Independent Certifier is to issue the Final Completion Certificate. However, at the time of the writing of this overview report, RTG has not submitted a Final Completion Notice, and accordingly, the Independent Certifier has not issued the Final Completion Certificate.

NOTES

¹ City of Ottawa, Infrastructure Ontario, and Rideau Transit Group. *Request for Proposals for Independent Certifier Services for the Ottawa Light Rail Transit Project, RFP No. 12-475P*, December 19, 2012 [RFP for IC Services]. (IFO0033252)

² Ottawa/IO/RTG, *RFP for IC Services*, Schedule 1, p. 9 ("Award of Contract to Successful Respondent | Week of January 28, 2013"). (IFO0033252)

³ City of Ottawa and Infrastructure Ontario. *Schedule 6 to Project Agreement: Ottawa Light Rail Transit Project – Independent Certifier Agreement*, February 12, 2013. (COM0000164)

⁴ Ottawa/IO/RTG, *RFP for IC Services*, Schedule 3. (IFO0033252)

⁵ City of Ottawa, Rideau Transit Group, and Altus Group Limited. *Independent Certifier Agreement*, February 12, 2013 [IC Agreement]. (COM0001550)

⁶ Ottawa/RTG/Altus, *IC Agreement*, paragraphs 8.1(a) and (b). (COM0001550)

⁷ Altus Group Limited. *Confederation Line (Ottawa LRT Project) Federal and Provincial Contribution Agreements Background and Independent Certifier Role*, n.d. (COM0001529).

⁸ Altus Group Limited. *Independent Certifier's Certification Quality Plan*, April 23, 2013, p. 8 [IC's Certification Quality Plan]. (COM0001531)

⁹ Ottawa/RTG/Altus, *IC Agreement*, paragraph 5. (COM0001550)

¹⁰ Ottawa/RTG/Altus, *IC Agreement*, paragraph 3.9(a). (COM0001550)

¹¹ Altus, *IC's Certification Quality Plan*, pp. 9-10. (COM0001531)

¹² Ottawa/RTG/Altus, *IC Agreement*, paragraph 1.1. (COM0001550)

- ¹³ Ottawa/RTG/Altus, *IC Agreement*, paragraph 3.1(c). (COM0001550)
- ¹⁴ Ottawa/RTG/Altus, *IC Agreement*, paragraph 3.4(a)(i). (COM0001550)
- ¹⁵ Ottawa/RTG/Altus, *IC Agreement*, paragraph 3.4(b). (COM0001550)
- ¹⁶ Ottawa/RTG/Altus, *IC Agreement*, paragraph 3.5(a)(i). (COM0001550)
- ¹⁷ Ottawa/RTG/Altus, *IC Agreement*, paragraphs 3.8(a)(i) and (ii). (COM0001550)
- ¹⁸ Ottawa/RTG/Altus, *IC Agreement*, paragraph 3.3(a). (COM0001550)
- ¹⁹ Ottawa/RTG/Altus, *IC Agreement*, paragraph 3.4(d). (COM0001550)
- ²⁰ Ottawa/RTG/Altus, *IC Agreement*, paragraphs 3.4(a)(ii), 3.4(a)(iii), 3.4(c). (COM0001550)
- ²¹ City of Ottawa and Rideau Transit Group General Partnership. *Amended and Restated Project Agreement: Ottawa Light Rail Transit Project*, February 12, 2013, sections 26.2 and 26.7 [Project Agreement]. (COM0000158)
- ²² Ottawa/RTG, *Project Agreement*, section 26.2. (COM0000158)
- ²³ Ottawa/RTG, *Project Agreement*, section 26.4. (COM0000158)
- ²⁴ City of Ottawa and Infrastructure Ontario. *Schedule 14 to Project Agreement: Ottawa Light Rail Transit Project – Commissioning*, section 1.4 [Schedule 14 to PA]. (COM0000168)
- ²⁵ Ottawa/IO, *Schedule 14 to PA*, section 1.5(e)(iii)(B). (COM0000168)
- ²⁶ City of Ottawa and Infrastructure Ontario. *Schedule 10 to Project Agreement: Ottawa Light Rail Transit Project – Review Procedure*, section 5. (COM0000166)
- ²⁷ City of Ottawa and Infrastructure Ontario. *Schedule 27 to Project Agreement: Ottawa Light Rail Transit Project – Dispute Resolution Procedure*, section 4.2. (COM0000187)
- ²⁸ Ottawa/RTG/Altus, *IC Agreement*, paragraph 3.1(b). (COM0001550)
- ²⁹ Ottawa/IO/RTG, *RFP for IC Services*, Schedule I. (IFO0033252)
- ³⁰ Altus, *IC's Certification Quality Plan*, p. 5. (COM0001531)
- ³¹ Altus, *IC's Certification Quality Plan*, p. 21. (COM0001531)
- ³² Altus Group Limited. *Independent Certifier Monthly Updated Status Report #1 – March 31, 2013*, May 2, 2013. (COM0001532)
- ³³ Altus Group Limited. *Substantial Completion Certificate*, July 26, 2019 [Substantial Completion Certificate]. (COW0270759)
- ³⁴ Altus Group Limited. *Validation of Trial Running Acceptance*, August 23, 2019. (COW0270758)
- ³⁵ Altus Group Limited. *Independent Certifier's Report on Revenue Service Availability*, August 31, 2019. (AGG0000129)
- ³⁶ Rideau Transit Group. *Proposed Revision: Milestone #2 – Description and Acceptance Criteria Interim Completion of Mainline Tunnelling*, Letter from Antonio Estrada to Nancy Schepers, April 22, 2014. (RTG00632265.0002)
- ³⁷ City of Ottawa. *Certification Services Variation Price Request*, Letter from Nancy Schepers to Mehran Avini, April 24, 2014. (AGG0000048)

³⁸ Altus Group Limited. *The Confederation Line (Ottawa LRT) Project Milestone #2 – Revision Review Description and Acceptance Criteria Modifications – Certification Services Variation*, Letter from Mehran Avini to Nancy Schepers, May 7, 2014. (AGG0000047)

³⁹ Altus, *Substantial Completion Certificate*. (COW0270759)

⁴⁰ Altus Group Limited. *Independent Certifier’s Report on Substantial Completion*, May 13, 2019. (AGG0000137)

⁴¹ Altus Group Limited. *Minor Deficiencies List*, July 31, 2019. (AGG0000319)

Appendix A: Independent Certifier Monthly Status Reports

Report #	Date	Document ID
1	March 2013	COM0001532
2	April 2013	COM0001533
3	May 2013	COM0001534
4	June 2013	COM0001535
5	July 2013	COM0001536
6	August 2013	COM0001537
7	September 2013	AGG0000573
8	October 2013	COM0001540
9	November 2013	AGG0000582
10	December 2013	AGG0013804
11	January 2014	COM0001543
12	February 2014	COM0001544
13	March 2014	COM0001545
14	April 2014	AGG0013659
15	May 2014	RTG00662881.0001
16	June 2014	COM0001548
17	July 2014	RTG00632236.0001
18	August 2014	COM0001474
19	September 2014	RTG00593678.0001
20	October 2014	COM0001476
21	November 2014	RTG00632292.0001
22	December 2014	COM0001477
23	January 2015	COM0001478

24	February 2015	COM0001479
25	March 2015	AGG0000774
26	April 2015	AGG0000786
27	May 2015	AGG0000811
28	June 2015	COM0001483
29	July 2015	COM0001484
30	August 2015	COM0001485
31	September 2015	COM0001486
32	October 2015	COM0001487
33	November 2015	COM0001488
34	December 2015	COM0001489
35	January 2016	COM0001490
36	February 2016	COM0001491
37	March 2016	COM0001492
38	April 2016	COM0001493
39	May 2016	COM0001494
40	June 2016	COM0001495
41	July 2016	COM0001496
42	August 2016	COM0001497
43	September 2016	COM0001498
44	October 2016	COM0001499
45	November 2016	COM0001500
46	December 2016	COM0001501
47	January 2017	AGG0000021
48	February 2017	COM0001503

49	March 2017	COM0001504
50	April 2017	COM0001505
51	May 2017	COM0001506
52	June 2017	COM0001507
53	July 2017	COM0001508
54	August 2017	AGG0000028
55	September 2017	COM0001510
56	October 2017	AGG0000030
57	November 2017	COM0001512
58	December 2017	COM0001513
59	January 2018	AGG0000033
60	February 2018	AGG0000034
61	March 2018	AGG0000035
62	April 2018	AGG0000036
63	May 2018	COM0001518
64	June 2018	AGG0000038
65	July 2018	AGG0000039
66	August 2018	COM0001521
67	September 2018	COM0001522
68	October 2018	COM0001523
69	November 2018	COM0001524
70	December 2018 / January 2019	COM0001525
71	February 2019	AGG0000045

Appendix B: Monthly Works Committee Meeting Notes

Report #	Document ID
1	COW0271835
2	COW0271834
3	COW0271850 (Draft)
4	COW0271819 (Draft)
5	COW0271845 (Draft)
6	COW0271831 (Draft)
7	COW0271838 (Draft)
8	IFO0005799 (Draft)
9	AGG0000126 (Draft)
10	AGG0000110 (Draft)
11	RTG00664471.0001 (Draft)
12	<i>Not produced</i>
13	<i>Not produced</i>
14	<i>Not produced</i>
15	<i>Not produced</i>
16	IFO0006107
17	IFO0006122 (Draft)
18	<i>Not produced</i>
19	COW0271851 (Draft)
20	IFO0039449 (Draft)
21	RTG00696524.0002
22	RTC02417189

23	AGG0000109
24	COW0271854
25	AGG0000083
26	COW0271814
27	AGG0000085
28	COW0271847
29	COW0271826
30	AGG0000074
31	AGG0000075
32	COW0271830
33	COW0271827
34	AGG0000118
35	AGG0000088
36	COW0271817
37	COW0271843
38	COW0271824
39	<i>Not produced</i>
40	COW0271842
41	COW0271841
42	COW0271813
43	COW0271829
44	COW0271849
45	COW0271853
46	COW0271820
47	AGG0000093

48	COW0271815
49	AGG0000098
50	AGG0000062
51	COW0271846
52	AGG0000064
53	<i>Not produced</i>
54	AGG0000070
55	AGG0000065
56	AGG0000066
57	COW0271823
58	AGG0000068
59	AGG0000069
60	COW0271825
61	COW0271821
62	COW0271822
63	COW0271852
64	COW0271839
65	COW0271844
66	AGG0000105
67	COW0271837
68	<i>Not produced</i>
69	<i>Not produced</i>
70	<i>Not produced</i>
71	<i>Not produced</i>

Appendix C: Project Milestones and Certificate Dates

Milestone	Certificate Date	Document ID
Milestone #1 – Complete Maintenance Storage Facility Demolition	November 22, 2013	AGG0000051
Milestone #2 – Interim Completion of Mainline Tunneling	June 26, 2014	COW0270757
Milestone #3 – Delivery of Major Equipment	September 3, 2014	AGG0000053
Milestone #4 – Completion of 50% MSF Link Tunnel	November 5, 2014	AGG0000054
Milestone #5 – Interim Design Development	May 21, 2015	AGG0000055
Milestone #6 – Completion of Maintenance Storage Facility	April 5, 2016	AGG0000056
Milestone #7 – Completion of Tunneling	June 30, 2016	COW0340859
Milestone #8 – Civil Works – Completion of Bridges	March 10, 2017	RTG00010891
Milestone #9 – Completion of Station Bundle #4	January 20, 2017	AGG0000059
Milestone #10 – 2017 Readiness	July 25, 2017	AGG0000060
Milestone #11 – Completion of Station Bundle #1	March 9, 2018	AGG0000061
Milestone #12 – Substantial Completion of Fixed Facility and Vehicle Completion and Revenue Service Availability	July 26, 2019	AGG0000045 AGG0000129

Appendix D: Independent Certifier Determinations of Disputes between the City of Ottawa and Rideau Transit Group General Partnership

Dispute	Date of Independent Certifier Determination	Document ID
#17 Safety Assurance	April 21, 2021	COW0317240
#19 Hydro Ottawa Ltd. Connection Points	February 12, 2021	COW0317236
#23 Design Review	April 1, 2021	COW0317238
#24 Alstom Design	March 9, 2021	COW0317237
#26 Fare Gates	December 24, 2020	COW0317234
#27 Ashwood	December 18, 2020	COW0317233
#31 Payment Deductions	April 12, 2021	RTC00793631.0001
#32 Sinkhole Delay	February 5, 2021	COW0317235