

RED HILL VALLEY PARKWAY INQUIRY

AFFIDAVIT OF SHERRIE CHARTER
(affirmed on November 1, 2022)

I, SHERRIE CHARTER, of the town of Mississauga, in the Province of Ontario MAKE OATH AND SAY:

1. I am a Senior Project Coordinator with Golder Associates Ltd. ("**Golder**"). I have knowledge of the matters set out below, except where this knowledge is based on information and belief, in which case I state the source of that information and verily believe it to be true.

2. I have over 25 years of experience in project coordination and business administration, including 14 years with Golder. My curriculum vitae is set out at GOL0007516.

3. From 2013 to 2018, I was involved with supporting a number of Golder engagements related to the Red Hill Valley Parkway ("**RHVP**") as a Project Coordinator and Division Administrator.

4. The evidence provided in this affidavit relates primarily to the events and documents described in RHVP Inquiry Overview Document #7, at paragraphs 262, 263, 275, 276, and 279.

5. On April 9, 2013, the City of Hamilton (the "**City**") issued the Purchase Order ("**P.O.**") #69812 (HAM0023225_0001) in response to the Golder proposal for the Five-

Year Condition Evaluation of the RHVP, assigned as Golder project number 13-1184-0026 (GOL0003779).

6. On June 6, 2014, the City issued P.O. #73087 (GOL0001102) for the evaluation of friction on the RHVP and LINC, which was added to Golder's Five-Year Condition Evaluation engagement. The P.O. provided that the City would pay Golder a lump sum of \$8000 for friction testing of the RHVP, LINC and certain ramps. This meant that the City would pay Golder \$8000 for the friction testing, regardless of the costs borne by Golder for its subcontractors or other related charges. Lump sum assignments are very common in the industry.

7. I recall beginning to help with invoicing on the Five-Year Condition Evaluation in or around the time the City added the friction testing P.O. to the engagement. I do not recall having discussions with anyone at the City about the addition of the friction testing P.O. to the project.

8. Golder retained Tradewind Scientific Ltd. ("**Tradewind**") to perform friction testing on the RHVP and LINC. I was not involved in contracting Tradewind, as I was not involved in the technical aspect of the work Golder did for the City. I did not have any direct interactions with Tradewind.

9. Tradewind invoiced Golder for the friction testing on the RHVP and LINC on January 24, 2014. Golder received this invoice, in the amount of \$4,925 plus HST, on January 30, 2014 (GOL0004370). The invoice was physically stamped and allocated to Golder project number 13-1184-0026. The stamp on the invoice indicates that both Dr. Vimy Henderson and Dr. Ludomir Uzarowski reviewed the invoice. Once they signed off

on the invoice, Golder's accounting department would have entered it into Golder's accounting system and posted it to the project.

10. To the best of my knowledge, GOL0004370 is the only invoice Tradewind ever issued to Golder for any engagement. I have searched Golder's accounting records for other invoices from Tradewind; I was unable to identify any other instance in which Golder retained Tradewind, or Tradewind invoiced Golder in connection with the friction testing on the RHVP and/or LINC.

11. Golder paid Tradewind's invoice in full on or around May 2, 2014 (TRW0000102 and GOL0004370). The invoice was posted to Golder project number 13-1184-0026.

12. Between February and March of 2014, Golder invoiced a total of \$8,000 under the 'Friction - P.O. 73087' and project number 13-1184-0026 by means of invoices #594249 (GOL0006402), #597344 (GOL0004361, attaching GOL0004362) and #604027 (GOL0004358, attaching GOL0004359). The work carried out by Tradewind was accounted for in the lump sum invoices #594249 (GOL0006402) and #597344 (GOL0004362).

13. On March 18, 2014, Golder issued the final invoice for the 'Friction - P.O. 73087' under invoice #604027 (GOL0004359). This was also the final invoice for the overall project number 13-1184-0026.

14. Golder has produced its Pre-Bills for Invoices #597344 (GOL0004363 and GOL0004364) and #604027 (GOL0004360) to the Inquiry. Pre-Bills are generated by Golder's billing software. They show past billing on a project as well as the charges on

the project in the current fiscal period. Pre-Bills are reviewed by the project manager and someone from Golder's accounts and billings department on a monthly basis to ensure project charges are correct before invoices are issued to clients. In 2014, Golder's Pre-Bills were circulated internally and reviewed in hard copy form. There was no policy in place for their long-term retention.

15. In 2016, the City issued P.O. # 81744 (GOL0002970) in response to the Golder proposal for Inertial Profile Testing of the RHVP, as a lump sum assignment of \$25,000 and in reference to Golder project number 16-53728.

16. On January 28, 2016, before the City issued the P.O. for the Inertial Profile Testing, Golder issued Invoice #738926 (GOL0003005, attaching GOL0003006 and HAM0061680_0001, attaching HAM0061679_0001) on a time and materials basis for services rendered through December 31, 2015, under the Pavement and Materials Technology Review ("PMTR") project number 12-1184-0088. This invoice included a disbursement for a Tradewind charge of \$4,925. Golder did not retain a copy of the Pre-Bill for Invoice #738926.

17. This invoice was issued in error. The PMTR was a lump sum engagement, so Golder should not have issued a time and materials-based invoice. Additionally, the charges on this invoice related to the Inertial Profile Testing engagement, not the PMTR project. As set out above, the City had not yet issued the P.O. for the Inertial Profile testing when Golder erroneously billed these charges to the PMTR.

18. Tradewind did not provide services in connection with either the PMTR or the Inertial Profile Testing engagements associated with Golder project numbers 12-1184-088 and 16-53728 respectively.

19. Golder's erroneous Invoice #738926 was corrected with a credit memo that was issued on March 22, 2016 (GOL0003003, HAM0000755_0001, attaching HAM0000756_0001).

20. On May 18, 2016, Golder issued Invoice #763637 (HAM0000768_0001, attaching HAM0000769_0001) on a lump sum basis for \$25,000 plus HST for services associated with the Inertial Profile Testing on the RHVP and in reference to Golder project number 16-53728. Invoice #763637 represents the lump sum billing for the Inertial Profile testing engagement.

21. On review of the Pre-Bill for Invoice #763637, I have confirmed that this Pre-Bill included the Tradewind disbursement (GOL0007503). I expect that for simplicity Golder moved everything included in Invoice #738926 over to the project number for the Inertial Profile Testing, #16-53728, when the credit memo was generated. Since Invoice #763637 was prepared on a lump sum basis, it does not list time, materials, and disbursements for review by the City. Time and materials invoices include this information, but lump sum invoices do not.

22. I do not recall having discussions with anyone at Golder or at the City about the inclusion of the Tradewind disbursement in Invoice #738926. To the best of my knowledge, the City never followed-up with Golder to ask about the inclusion of the Tradewind disbursement on Invoice #738926.

23. I am not aware of a definitive reason for the erroneous inclusion of the Tradewind charge on Invoice #738926 or why it was carried over onto the Pre-Bill for Invoice #763637. The most likely explanation is that at the time, it was an accounting exercise intended to internally allocate costs incurred on behalf of a client to that client's aggregate projects.

24. The Inertial Profile Testing and the friction testing on the RHVP engagements were lump sum contracts for Golder and the City. The ultimate charges from Golder to the City would not have been affected by any disbursements, including the Tradewind disbursement, as a result of this arrangement. The City agreed to pay, and paid, a fixed amount to Golder for each of these projects, regardless of this internal accounting exercise.

25. I make this affidavit for use in the Red Hill Valley Parkway Inquiry.

Affirmed remotely by Sherrie Charter of the City of Mississauga, in the Province of Ontario before me at the City of Toronto, in the Province of Ontario, this 1st day of November, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
Nivedhya Ramaswamy



Sherrie Charter