

# Ottawa Light Rail Commission

Mirsad Hairlahovic  
on Thursday, May 5, 2022



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OTTAWA LIGHT RAIL COMMISSION  
OLRTC - MIRSAD HAIRLAHOVIC  
MAY 5, 2022

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--- Held via Zoom Videoconferencing, with all  
participants attending remotely, on the 5th day of  
May, 2022, 9:00 a.m. to 12:29 p.m.

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COMMISSION COUNSEL:

Christine Mainville, Co-Lead Counsel Member

Anthony Imbesi, Litigation Counsel Member

PARTICIPANTS:

Mirsad Hairlahovic, OLRT Constructors

Kartiga Thavaraj, Paliare Roland Rosenberg

Rothstein LLP

ALSO PRESENT:

Joanne Lawrence, Stenographer/Transcriptionist

Elizabeth Deasy, Virtual Technician

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

2 CHRISTINE MAINVILLE: Okay. The  
3 purpose of today's interview is to obtain your  
4 evidence under oath or affirmation for use at the  
5 Commission's public hearings. This will be a  
6 collaborative interview such that my cocounsel,  
7 Mr. Imbesi, may intervene to ask certain questions.  
8 If time permits, your counsel may also ask  
9 follow-up questions at the end of the interview.

10 The interview is being transcribed, and  
11 the Commission intends to enter the transcript into  
12 evidence at the Commission's public hearings,  
13 either at the hearings or by procedural order  
14 before the hearings commence. The transcript will  
15 be posted to the Commission's public website, along  
16 with any corrections made to it, after it's entered  
17 into evidence. The transcript, along with any  
18 corrections, will be shared with the Commission's  
19 participants and their counsel on a confidential  
20 basis before being entered into evidence. You will  
21 be given the opportunity to review your transcript  
22 and correct any typos or other errors before the  
23 transcript is shared with the participants or  
24 entered into evidence. Any non-typographical  
25 corrections made will be appended to the

1 transcript.

2 And finally, pursuant to Section 33(6)  
3 of the Public Inquiries Act, 2009:

4 "A witness at an inquiry shall  
5 be deemed to have objected to answer  
6 any question asked of him upon the  
7 ground that his answer may tend to  
8 incriminate the witness or may tend  
9 to establish his liability to civil  
10 proceedings at the instance of the  
11 Crown or of any person, and no  
12 answer given by a witness at an  
13 inquiry shall be used or be  
14 receivable in evidence against him  
15 in any trial or other proceedings  
16 against him thereafter taking place,  
17 other than a prosecution for perjury  
18 in giving such evidence."

19 And as required by Section 33(7) of the Act, you  
20 are advised that you have the right to object to  
21 answer any question under Section 5 of the Canada  
22 Evidence Act.

23 Okay. So we'll start with an  
24 explanation of your involvement and role in Stage 1  
25 of Ottawa's LRT.

1 MIRSAD HAIRLAHOVIC: Okay. I joined  
2 Dragados company in summer of 2015 as Vice  
3 President Operations. Shortly after that, I was  
4 involved with Ottawa LRT Stage 1 as an alternate on  
5 the executive committee, and alternate to Manuel  
6 Rivaya, who was the Executive Vice President. I  
7 served as an alternate executive representative for  
8 the project - and other projects, but Ottawa LRT  
9 was one of them - through to Mr. Rivaya resigning  
10 from Dragados. I am trying to recall exact timing  
11 of that. I do think it was the tail end of 2018,  
12 year 2018, after which, in early 2019, I was  
13 appointed as the primary executive representative  
14 for Dragados for the Ottawa LRT Stage 1 and 2.

15 CHRISTINE MAINVILLE: Okay.

16 MIRSAD HAIRLAHOVIC: I continue to  
17 serve in this role in my current role as the Chief  
18 Operating Officer for Dragados Canada.

19 CHRISTINE MAINVILLE: Okay. Including  
20 currently?

21 MIRSAD HAIRLAHOVIC: Yes.

22 CHRISTINE MAINVILLE: Are you still in  
23 that role? So you're -- okay.

24 MIRSAD HAIRLAHOVIC: I'm still the  
25 executive rep for the project, for the company.

1 CHRISTINE MAINVILLE: Okay. And maybe  
2 you can just explain what the executive committee  
3 is and how it works.

4 MIRSAD HAIRLAHOVIC: These large joint  
5 ventures are governed through the general  
6 partnership agreement. The role of the executive  
7 committee is to provide the overall governance for  
8 the project, with a very specific outline on the  
9 roles and responsibilities within the project. So  
10 it outlines the responsibilities for the project  
11 director, who reports directly to the -- so the  
12 project director reports directly to the executive  
13 committee, and then it's further governed through  
14 levels of authority, as far as decisionmaking  
15 process goes.

16 So in general terms, the executive  
17 committee would meet once a month. Executive  
18 committee would get an executive report on the  
19 project, which would include the status update -  
20 performance on the safety, quality, environment,  
21 everything - and would have a meeting, and any --  
22 that meeting was minuted, and any decisions were  
23 obviously captured in the minutes. So no -- really  
24 no involvement in the day-to-day stuff. High level  
25 P&L really was the ultimate responsibility for the

1 Exco.

2 CHRISTINE MAINVILLE: For the?

3 MIRSAD HAIRLAHOVIC: P&L, the ultimate  
4 profit and loss. That's really what -- what the --  
5 what my role is in the company.

6 CHRISTINE MAINVILLE: Got it. And as  
7 an alternate earlier on in the project, would you  
8 attend at every monthly meeting or only when  
9 Mr. Rivaya was not available?

10 MIRSAD HAIRLAHOVIC: I would attend  
11 regardless if he was available or not.

12 CHRISTINE MAINVILLE: Okay.

13 MIRSAD HAIRLAHOVIC: There could have  
14 been an instance where I didn't attend but not  
15 because I wasn't supposed to be there, just for  
16 other reasons.

17 CHRISTINE MAINVILLE: And could you  
18 give us a bit of a sense of your experience and  
19 background prior to arriving at Dragados.

20 MIRSAD HAIRLAHOVIC: I was born very  
21 young, and I went to university - I did a civil  
22 engineering degree at the University of New  
23 Brunswick - after which I started with Peter Kiewit  
24 & Sons, a construction company, and I spent my --  
25 all my professional life before coming onboard with



1 Dragados in 2015 with Kiewit. I had helped -- I  
2 was involved with various projects - large,  
3 medium-sized projects - in various roles from when  
4 I started as a field engineer, as a controls  
5 engineer, then a project engineer, project manager,  
6 project director, construction director, and so on.  
7 I can elaborate further if you --

8 CHRISTINE MAINVILLE: Well, did you  
9 have any prior experience in rail projects?

10 MIRSAD HAIRLAHOVIC: I did not have  
11 light rail experience. I guess the most relevant  
12 to it would be the -- well, I guess I had very  
13 short involvement before coming onboard, I guess,  
14 in rail, which was the -- with the storage and  
15 maintenance facility for Metrolinx, which was a  
16 partnership between Kiewit and Bird. Just through  
17 early design stages, I was the civil rep and Kiewit  
18 representative on that project.

19 CHRISTINE MAINVILLE: Okay.

20 MIRSAD HAIRLAHOVIC: Before that was  
21 the rapid bus transit system for York Region, Viva,  
22 so it's not a light rail, but it's a similar  
23 dedicated...

24 CHRISTINE MAINVILLE: Okay. And did  
25 you work on many prior P3 projects?

1 MIRSAD HAIRLAHOVIC: No, this was the  
2 first real involvement with a P3 project.

3 CHRISTINE MAINVILLE: Okay. Are you  
4 able to give us a sense of --

5 MIRSAD HAIRLAHOVIC: Sorry, but the  
6 relevant part is the design-build component, which  
7 is the construction contract. That's, in general  
8 terms, what I did with Kiewit.

9 CHRISTINE MAINVILLE: With?

10 MIRSAD HAIRLAHOVIC: Kiewit. All my  
11 career was mainly in the design-build contracts or  
12 guaranteed maximum price. We would have  
13 responsibility for the design and construction.

14 CHRISTINE MAINVILLE: Okay. Got it.  
15 Are you able to speak to the extent to which OLRTC  
16 was overseeing the manufacturing of the rolling  
17 stock on this project?

18 MIRSAD HAIRLAHOVIC: Yeah. So from  
19 my -- like I mentioned earlier, from the monthly  
20 reporting, we would get a dashboard report on the  
21 performance of the rolling stock schedule,  
22 et cetera, on a regular basis. The team  
23 organization as well - overall organizational chart  
24 is approved by the executive committee, and any  
25 adjustments to that are approved by the executive

1 committee. The first two layers of the  
2 organizations are hired by -- the reason I'm saying  
3 this, where relevance comes in, is that we've had  
4 direct reporting from people that were overseeing  
5 the rolling stock construction. So from 20 --  
6 since -- from my involvement through, certainly  
7 ahead of -- and high level insight on -- on that,  
8 and we had our people overseeing and managing that.  
9 So we had different -- I don't remember really  
10 exactly, but there was different experts that were  
11 onboard that had experience one way or another  
12 with -- directly, indirectly, with the train  
13 manufacturing, the train commissioning, et cetera,  
14 so -- on our team.

15 CHRISTINE MAINVILLE: Do you recall who  
16 in particular was overseeing the rolling stock?

17 MIRSAD HAIRLAHOVIC: Well, Jacques  
18 Bergeron would be the one person that certainly  
19 had -- was the front guy. We've had -- names  
20 escape me now, from even the people that were --  
21 you know, procurement managers who had experience  
22 with this. Matt Slade, who came onboard later, he  
23 was -- certainly had experience with the rolling  
24 stock, and then there was an organization under  
25 that. So I'm referring to the people who would

1 come and report to us on the progress.

2 CHRISTINE MAINVILLE: Okay. Are you --  
3 I know you only started being involved in the  
4 project in mid 2015, but are you able to speak to  
5 what planning had been made for systems integration  
6 on the project?

7 MIRSAD HAIRLAHOVIC: Sorry, can you  
8 clarify what you mean by "planning"?

9 CHRISTINE MAINVILLE: Yes. Well, what  
10 were the -- when the project set out, what were the  
11 plans for -- if any, for how the systems  
12 integration would -- like, who would be in charge  
13 of systems integration and what planning there was,  
14 what level of planning there was for that? And  
15 I'll ask you both as it relates to the rolling  
16 stock but also more generally, for all systems on  
17 the project.

18 MIRSAD HAIRLAHOVIC: Not -- don't have  
19 the firsthand knowledge, but the systems  
20 integration plan really starts at the pursuit time,  
21 which governs the award of the contracts. In this  
22 case, from a critical systems integration point of  
23 view, we brought in -- okay. So planning for the  
24 systems integration -- I'm trying to answer the  
25 question. So we had Alstom that was responsible

1 for supply, installation, testing, and  
2 commissioning of the train control. We had an  
3 engineering joint venture that was responsible for  
4 design, integration, testing, commissioning of the  
5 entire system. Some of those interface -- and then  
6 there's other smaller systems as part of it, and  
7 that entire interface was then managed by -- for a  
8 period by our engineering joint venture or by the  
9 construction joint venture, but ultimately the  
10 ownership of -- we should be more clear that the  
11 ownership of ultimate system adherence to the  
12 specifications was on the construction joint  
13 venture, and that's where we had the experts to  
14 govern that. And then later we brought in -- even  
15 when we -- you know, to close any gaps, we brought  
16 in the safety assurance experts who provided the  
17 safety case at the end of the project. I forget  
18 the -- the name escapes me, but it's a technical  
19 firm, consulting firm.

20 CHRISTINE MAINVILLE: Is it SEMP?

21 MIRSAD HAIRLAHOVIC: Yes. You have  
22 fresher knowledge of this than I do.

23 CHRISTINE MAINVILLE: So you mentioned  
24 that the engineering joint venture was in charge of  
25 integration and testing and commissioning of the

1 entire system.

2 MIRSAD HAIRLAHOVIC: Well, I should say  
3 the remaining components of the system, not  
4 counting the trains and the train control.

5 CHRISTINE MAINVILLE: Okay. So  
6 excluding the trains. Okay.

7 MIRSAD HAIRLAHOVIC: Yes. But the rest  
8 of the system had to -- it was their responsibility  
9 to make sure the rest of the system adheres to the  
10 specifications, works with the -- with the rolling  
11 stock, including the train control, and then vice  
12 versa, the rolling stock had responsibility to meet  
13 the specifications.

14 CHRISTINE MAINVILLE: So OLRTC was  
15 ultimately responsible for the integration of the  
16 rolling stock and train control system?

17 MIRSAD HAIRLAHOVIC: I guess you  
18 could -- in my simple way, ultimately we were the  
19 ones that -- at the end of the day, if the trains  
20 don't have the headway -- we have different  
21 contracts with different experts, but ultimately is  
22 that we hold the ultimate responsibility, and  
23 that's how we approached it, to make sure that --  
24 so even when we thought that somebody else was  
25 responsible for it, we would have had duplication

1 of effort - the safety case, for example.

2 CHRISTINE MAINVILLE: So who -- was  
3 there someone that you thought was -- like, an  
4 expert or someone that -- to which it was  
5 outsourced that you thought was more directly  
6 responsible for it, and OLRTC just had the  
7 overarching responsibility?

8 MIRSAD HAIRLAHOVIC: We never  
9 outsourced and said you -- here you go, you are  
10 ultimately responsible to make sure the system  
11 works. We closed the gaps between the interface  
12 between the systems and the overall system to make  
13 sure that the system ultimately performs, right?

14 CHRISTINE MAINVILLE: M-hm.

15 MIRSAD HAIRLAHOVIC: As far as the --  
16 which is the big component to -- proving that  
17 everything works is the safety case, the safety  
18 assurance system, so that's ultimately what that  
19 meant for us.

20 CHRISTINE MAINVILLE: So do I  
21 understand, though, that the -- part of the --  
22 well, the integration that was left to Alstom and  
23 Thales, in terms of rolling stock and the CBTC  
24 system, was that mostly left to Alstom and Thales  
25 to do, and it's just that OLRTC was ultimately

1 responsible for that but the subcontractors were,  
2 in practice, mostly responsible for doing that  
3 work?

4 MIRSAD HAIRLAHOVIC: I think what I  
5 tried to articulate - and maybe I didn't come off  
6 clearly - is that we had very clear contractual  
7 responsibilities passed down to Alstom and Thales  
8 for their scopes of work and what their  
9 responsibilities are, but we did not leave any  
10 component on that project solely to somebody to say  
11 let's see what the end product looks like. So for  
12 both Thales and for Alstom, we had direct  
13 coordination for their scope of work, the interface  
14 between the two, monitoring and gauging their  
15 performance, addressing the issues, in order to  
16 facilitate the overall system testing and  
17 commissioning.

18 CHRISTINE MAINVILLE: Okay. And --

19 MIRSAD HAIRLAHOVIC: But it --

20 CHRISTINE MAINVILLE: Yeah, sorry.

21 MIRSAD HAIRLAHOVIC: Sorry. I --  
22 that's where we kind of tried to take it. So  
23 certainly not -- in no way, shape, or form did we  
24 say, Let me know in 3 years how the trains are  
25 running, Alstom.



1 CHRISTINE MAINVILLE: Okay. And the  
2 people at OLRTC overseeing that, as you say, were,  
3 for instance, Mr. Bergeron and then Matt Slade.

4 MIRSAD HAIRLAHOVIC: That's right.  
5 And -- so we tried to have the experts that would  
6 understand what -- like anything else that we do,  
7 we always try to find the person who is an expert  
8 in their field to be part of it. Certainly when it  
9 comes to overall -- there's certain things when it  
10 comes to rolling stock that you can gauge and  
11 manage and monitor and evaluate performance, but  
12 some things you certainly are not well equipped to  
13 understand. You know, you can put things together,  
14 but it doesn't mean that it's actually ready to  
15 run.

16 I wouldn't call it a black box, but  
17 there are certain things, like, it's hard to gauge  
18 the assembled train and how the quality of the  
19 components within that are actually going to  
20 perform, right? That part is -- you have your  
21 quality system in place to make sure that, you  
22 know, checks and balances for proper installation  
23 are there, right, and Alstom -- you know, that's  
24 part of their submittal of documents, but the  
25 ultimate -- it is ultimately not as defined and

1 clear as if you were pouring a cube of concrete,  
2 which you can appreciate, probably.

3 CHRISTINE MAINVILLE: Okay. And was  
4 SEMP brought in by the City?

5 MIRSAD HAIRLAHOVIC: SEMP was brought  
6 in by the construction joint venture, by us.

7 CHRISTINE MAINVILLE: Okay.

8 MIRSAD HAIRLAHOVIC: I'm going -- I'm  
9 saying SEMP because you used that name, and that is  
10 the name, I do believe, that SEMP is -- they were a  
11 British consultant that was brought in.

12 CHRISTINE MAINVILLE: That's right.

13 MIRSAD HAIRLAHOVIC: Yeah.

14 CHRISTINE MAINVILLE: Okay.

15 MIRSAD HAIRLAHOVIC: No, they were  
16 brought by us to close the gap that we felt was  
17 between -- we felt that EJV was supposed to do this  
18 thing. We didn't think they were doing it or doing  
19 it properly, so we brought them onboard as  
20 assurance to make sure we get there.

21 CHRISTINE MAINVILLE: And what was that  
22 gap that you thought EJV was supposed to do?

23 MIRSAD HAIRLAHOVIC: Well, to actually  
24 provide the overall safety case to -- the whole  
25 safety assurance, to close the gaps between the

1 barrier systems -- like, what you articulated, that  
2 we have a plan for system. So we had a plan, and  
3 we had a default plan, and then we supplemented  
4 that plan with SEMP too.

5 CHRISTINE MAINVILLE: And is that  
6 because EJV, the joint venture, didn't have  
7 oversight of the entire integration as -- including  
8 the rolling stock and the train control? So there  
9 was no overarching plan for all the systems? Is  
10 that what would have led potentially to that gap?

11 MIRSAD HAIRLAHOVIC: So the actual  
12 outcome of that is a part of the confidential  
13 arbitration between us and the EJV, but --

14 CHRISTINE MAINVILLE: Well, I'll ask  
15 you to -- you don't have to tell me about what the  
16 outcome of the arbitration was, but just what is  
17 your perspective on it and observations and view of  
18 it and --

19 MIRSAD HAIRLAHOVIC: Oh, well, if  
20 that's what you're asking. Well, so certainly the  
21 outcome is privileged, and I can't answer the  
22 questions about it if -- whatever it means as far  
23 as if ultimately this is privileged information,  
24 but it wasn't -- it was about a -- there was a  
25 different position as far as who was ultimately

1 responsible, what we thought the EJV was versus  
2 what they thought. We had a dispute with them on  
3 this. We ultimately brought in SEMP because we  
4 didn't want to -- we had our job to do, like I  
5 said, so that's why we always ultimately felt that  
6 the overall system performance at the end, we have  
7 the ultimate responsibility, so in this case we  
8 brought in SEMP to do the work that we thought  
9 somebody else was supposed to do. SEMP did some  
10 other things for us, not just that, but ultimately  
11 we had a dispute with EJV because they thought that  
12 it was not their overall responsibility. We  
13 thought it was, and we were right.

14 CHRISTINE MAINVILLE: Is it -- would  
15 you say that in a project like this, it's  
16 preferable for all of the engineering to not be  
17 split up, so to fall all under one entity? So for  
18 instance, the EJV here, it would make sense if they  
19 were responsible for all parts of the system, from  
20 an engineering perspective?

21 MIRSAD HAIRLAHOVIC: At the end of the  
22 day it's -- if -- how do I say this? If there was  
23 one answer to that, then I certainly wouldn't have  
24 a job. So each project kind of has its own -- what  
25 ultimately gets you the best project. Like, is our

1 engineering joint venture, which was SNC and WSP --  
2 well, started with Triple M and ultimately WSP --  
3 are they the best ones to commission and manage the  
4 interface between the train and train control?  
5 Probably not. But the simple answer, if you ever  
6 could find the right engineering joint venture to  
7 take this on, you would always want to have one  
8 person that is responsible for that.

9 CHRISTINE MAINVILLE: Got it.

10 MIRSAD HAIRLAHOVIC: The problem is  
11 that that rarely happens because they would have to  
12 have a joint venture constituted of a number of  
13 parties, so...

14 CHRISTINE MAINVILLE: Right. Okay.

15 MIRSAD HAIRLAHOVIC: So in this --  
16 sorry, on this particular project, it's -- you  
17 know, with the stock, with the rolling stock  
18 delivery part of the contract, it's -- that almost  
19 never happens.

20 CHRISTINE MAINVILLE: Okay. And was  
21 there -- I understand there may have been a change  
22 order for the engineering joint venture to write  
23 the test plans for the systems integration tests  
24 and the systems acceptance tests, the SATs and  
25 SITs?

1 MIRSAD HAIRLAHOVIC: I certainly don't  
2 recall the change orders that were written.

3 CHRISTINE MAINVILLE: Did they write  
4 those test plans, though? Do you know?

5 MIRSAD HAIRLAHOVIC: I certainly don't,  
6 no.

7 CHRISTINE MAINVILLE: Okay. Now, you  
8 weren't there in the earlier days, but would you --  
9 do you think OLRTC had a good understanding in  
10 hindsight of the level of integration that was  
11 required for the rolling stock and the signalling  
12 system, the level of complexity of the integration?

13 MIRSAD HAIRLAHOVIC: During my time, I  
14 certainly believe that we did, and I think  
15 ultimately we integrated the system, so we  
16 certainly did it. What was the situation at the  
17 start of the project, at the mid time and all that  
18 other stuff like that, I -- I can't attest to that.

19 CHRISTINE MAINVILLE: Okay. And what  
20 understanding do you have of challenges that were  
21 encountered on the systems integration front?  
22 On -- in respect of the rolling stock and the  
23 signalling system.

24 MIRSAD HAIRLAHOVIC: I guess from my  
25 level, certainly that -- that -- certainly that --

1 details of that answer, there are people that are  
2 probably better suited to answer that that were on  
3 the project and part of the daily coordination and  
4 daily stuff on this, but there certainly were  
5 challenges. We certainly were getting regular  
6 reports. At some point, we were involved more  
7 critically with Alstom on a regular basis to get an  
8 update from them, but it was a high-level update  
9 on, you know, critical components or critical  
10 vehicles or getting to the number of trains we  
11 needed for testing and so on.

12 But to any statements to make about  
13 what challenges we had in general terms, you know,  
14 there's so many -- everybody needs so many hours to  
15 run the trains and the system in order to prove  
16 that it works, so to test, to DPICO the vehicles,  
17 and Thales, Alstom, everybody -- there were always  
18 challenges in having the trains continuously run,  
19 for whatever reasons, and getting the full system,  
20 but that is part of the testing and commissioning.  
21 So it's not that -- your expectation wasn't Day 1  
22 you expect everything to be running smoothly,  
23 right? But you go along and you keep improving,  
24 and ultimately -- hence the -- the testing and  
25 commissioning took much longer than what we planned

1 originally in the contract.

2 CHRISTINE MAINVILLE: Okay. And by  
3 that you mean the overall testing and commissioning  
4 phase --

5 MIRSAD HAIRLAHOVIC: That's right.

6 CHRISTINE MAINVILLE: Okay. So I just  
7 want to know if you have any knowledge of SNC as  
8 one of the consortium partners having some  
9 difficulty finding someone to fill the role of  
10 systems integrator or someone to assist with  
11 systems integration.

12 MIRSAD HAIRLAHOVIC: Sorry, I don't  
13 understand the question. SNC from the point of  
14 view of consortium partner?

15 CHRISTINE MAINVILLE: Yes. Well, so --  
16 and either -- because I understand they're  
17 different, but either as a part of the engineering  
18 joint venture or SNC as part of the OLRTC joint  
19 venture, but either one not being able to find --  
20 or having trouble filling the role of systems  
21 integrator or a person to fill those shoes.

22 MIRSAD HAIRLAHOVIC: Within the  
23 construction joint venture and all the other  
24 parties of SNC, whether it's engineers or  
25 construction, but -- in this case, we have a



1 contract, design contract for the engineering joint  
2 venture. When the issues arise, there are ethical  
3 walls within that organization to make sure that  
4 there is no conflict in how the general partnership  
5 governed how that's resolved.

6 But from -- to answer your question,  
7 on -- from the construction joint venture's --  
8 really nothing outside of the -- and, you know, it  
9 wouldn't be just SNC's responsibility to have the  
10 integration people on the -- within the  
11 construction joint venture. It's everybody's  
12 responsibility. The parties come to the table with  
13 different skill sets when we create these joint  
14 ventures so that we can complement each other and  
15 have a strong joint venture, but ultimately the  
16 responsibility goes down to the construction joint  
17 venture, and any -- any resources at that time  
18 would have been -- they were no -- no different  
19 than any human resources that we all have  
20 challenges with in acquiring quality people in --  
21 in the short term, so there was nothing out of the  
22 ordinary, as far as any -- like, any other role,  
23 critical role we were having to fill.

24 CHRISTINE MAINVILLE: Okay. Are you  
25 able to speak to any issues with interfacing with

1 Alstom, OLRTC's interface with Alstom?

2 MIRSAD HAIRLAHOVIC: It's a -- it's a  
3 very broad question, so I'm just trying to  
4 understand really what -- how to --

5 CHRISTINE MAINVILLE: Yes.

6 MIRSAD HAIRLAHOVIC: Yes, there were  
7 issues when interfacing with Alstom.

8 CHRISTINE MAINVILLE: M-hm. Well,  
9 we -- what would you say were the main challenges?

10 MIRSAD HAIRLAHOVIC: The main challenge  
11 for us with Alstom was having them deliver the  
12 stock, rolling stock, on the contractual schedule.

13 CHRISTINE MAINVILLE: M-hm.

14 MIRSAD HAIRLAHOVIC: In our view, they  
15 failed to do that.

16 CHRISTINE MAINVILLE: And what was your  
17 understanding of the main reasons for the delay to  
18 the rolling stock?

19 MIRSAD HAIRLAHOVIC: Ultimately, the  
20 actual assembly of the vehicles -- and I'm --  
21 obviously, you have to understand this, that I'm  
22 not there day to day. We get a high level report.  
23 I'm going from my recollection from 2 years, and  
24 I'm not that smart.

25 So all those things considered,

1 ultimately, their train assembly leading up to the  
2 majority of the project wasn't as critically late  
3 as it was at the end. I mean, they were late, but  
4 it wasn't as critically late. We were able to  
5 manage that. As we moved through the rest of the  
6 rolling stock, then the -- even the assembly was  
7 late and so on. But like I said earlier is that  
8 that component of -- once the train is assembled,  
9 Alstom does their component of testing to the train  
10 before the actual train control is installed. Then  
11 the train control gets installed, then there's  
12 further testing, et cetera, et cetera.

13           That part, the trains -- the trains  
14 just did not -- you know, did not perform in  
15 accordance with what the expectation were and the  
16 requirements were, as far as the availability - you  
17 know, retrofits that they had to do, repairs, you  
18 know, et cetera, right? So that's the component  
19 that ultimately -- that ultimately drove the --  
20 critically the schedule and the delivery of the  
21 trains.

22           CHRISTINE MAINVILLE: So you're -- you  
23 mean prior to any integration testing, just the --  
24 Alstom's testing on the vehicles, on the trains  
25 themselves, were problematic?

1 MIRSAD HAIRLAHOVIC: Sorry, no. No.  
2 I -- what I was referring to is that -- sorry.  
3 Maybe you're saying the same thing I am, so I'm  
4 just going to repeat. Delivery -- like, the actual  
5 assembly of the trains: So they get these parts,  
6 they bring them into the Ottawa MSF, and that's  
7 where they're assembled. So that part is easier to  
8 quantify what is happening with the train because  
9 you have the wheels on, you have the bogies on, you  
10 have the crew on, you have to -- you start  
11 assembling the trains.

12 CHRISTINE MAINVILLE: Right.

13 MIRSAD HAIRLAHOVIC: And that's where  
14 the schedule performance is monitored. So leading  
15 up to the 2017 or whatever - you know, I'm not sure  
16 of the years exactly - their schedule wasn't  
17 critically late. There was a re-baseline of the  
18 schedule based on the early inputs for the design,  
19 where they were allotted an additional couple of  
20 months in their schedule for the final delivery,  
21 but ultimately, that was -- they were -- you know,  
22 delayed, not critically late, that it wasn't --  
23 that they were shown -- they were certainly given a  
24 schedule that showed them finishing on the original  
25 revenue service dates. The critical issues showed

1 and came to fruition is once we got into this  
2 test -- you know, burning in the trains, running  
3 the trains, et cetera, right? Once you had to  
4 actually prove that train is running.

5 CHRISTINE MAINVILLE: Got it. And then  
6 issues arising leading to retrofits and -- okay.

7 MIRSAD HAIRLAHOVIC: And that -- so  
8 then you keep putting those trains back into  
9 retrofit to get those things changed, which now it  
10 starts delaying the other stock that's being  
11 assembled, so it's kind of a domino effect. That's  
12 what started happening. And that's where the  
13 really -- that's where the critical -- criticality  
14 of it became -- became a thing to -- you know,  
15 where we had a sit-down with Alstom to understand  
16 fully their schedule and how they're going to  
17 deliver and if they're going to deliver on time.

18 CHRISTINE MAINVILLE: Got it. And did  
19 part of those issues -- once the trains started  
20 running, did part of those relate to the interface  
21 between Alstom -- Alstom's trains and the Thales  
22 signalling system? Were these bugs and that type  
23 of issue between the interface?

24 MIRSAD HAIRLAHOVIC: Sorry, what do you  
25 mean by "issues"?

1 CHRISTINE MAINVILLE: Well, were they  
2 integration issues, basically, in terms of once the  
3 trains started running, the types of issues that  
4 were arising were issues in terms of the  
5 Alstom-Thales --

6 MIRSAD HAIRLAHOVIC: Okay.

7 CHRISTINE MAINVILLE: -- interface?

8 MIRSAD HAIRLAHOVIC: Certainly there  
9 were, but only -- in the context of when you go do  
10 the trial testing, you always anticipate that it  
11 won't be -- it won't be -- this whole thing won't  
12 be done on the first version of the integration --  
13 or, sorry, of the train control software. So  
14 there's always iterations, to make sure that --  
15 that's why they have them. But you can appreciate  
16 that every -- if you have a retrofit on a brake  
17 pad, and you have a train control system, installed  
18 it, and you tested the train with a certain brake  
19 pad but now you put a new brake pad, you have to  
20 retest a train control.

21 So to that extent, those are the  
22 technical issues that come up. Was there ever an  
23 issue that the -- this train control was wrong for  
24 this train, or the train was wrong for this train  
25 control? No. It's just that, you know, with the

1 continuous -- either incompleteness of the train or  
2 retrofitting or you had to do some rework as far as  
3 testing -- because every time you change a critical  
4 component on a train, you have to redo the testing  
5 to -- you know, so the train still needs to stop a  
6 certain amount of time, et cetera, right?

7 CHRISTINE MAINVILLE: Okay. And did  
8 you have an understanding of delays to the  
9 validation testing for the first two LRVs?

10 MIRSAD HAIRLAHOVIC: I certainly don't  
11 recall any details around that --

12 CHRISTINE MAINVILLE: Okay.

13 MIRSAD HAIRLAHOVIC: -- beyond just  
14 what I articulated in general terms.

15 CHRISTINE MAINVILLE: And in terms of  
16 running the trains, I think you said around 2017,  
17 and these issues surfacing leading to additional  
18 work and retrofit, were -- did that running of the  
19 trains start later than had -- had been planned?

20 MIRSAD HAIRLAHOVIC: I don't -- I don't  
21 recall. It wasn't -- if it was later on, the day,  
22 the train -- the testing didn't -- didn't start  
23 critically late, to say that -- you know, that the  
24 test -- test track was supposed to be available on  
25 this date, and it wasn't available for another year

1 or so, that wasn't the case.

2 CHRISTINE MAINVILLE: Do you recall  
3 that the test track was late, delivered late,  
4 though?

5 MIRSAD HAIRLAHOVIC: I don't recall,  
6 but that's -- that was a critical component. It's  
7 all connected with the availability of the trains  
8 for testing, et cetera, so...

9 CHRISTINE MAINVILLE: Do you know what  
10 the original plan was for the test track? Was it  
11 always supposed to be the portion of the track that  
12 was made available?

13 MIRSAD HAIRLAHOVIC: On the site? Yes,  
14 I do believe it was the same. I mean --

15 CHRISTINE MAINVILLE: Okay. The  
16 Blair --

17 MIRSAD HAIRLAHOVIC: Yes, correct.

18 CHRISTINE MAINVILLE: Okay. And do you  
19 recall that the -- initially, it wasn't long enough  
20 to run the trains at full speed?

21 MIRSAD HAIRLAHOVIC: I guess I'm going  
22 to answer that by saying that the train -- the  
23 track, test track availability, the length of the  
24 track was not a reason for the -- if -- you know,  
25 any causation of additional testing that was



1 required to get these trains to revenue service  
2 ready, and I don't recall those details as far as  
3 how many kilometres we're supposed to or metres and  
4 how many we actually had. It was about -- at that  
5 time, we were just in a space of this is what is  
6 required to get this testing done. Everybody  
7 agreed, all three parties, and we started testing.

8 CHRISTINE MAINVILLE: Okay. Do you  
9 recall a move from -- testing of the first LRVs  
10 from Hornell to Ottawa?

11 MIRSAD HAIRLAHOVIC: I'll tell you what  
12 I -- what I do recall. It's a high-level answer  
13 because it was before my time, but ultimately  
14 that's the -- that's the -- the conclusion that --  
15 based on everything that -- that was -- as far as  
16 that's concerned. The plan was for Alstom to have  
17 two prototype trains built elsewhere, tested, and  
18 brought, and then based on those two trains to  
19 create the rest of the fleet.

20 Because of the delay on the design  
21 book, which is the City inputs to the design book -  
22 outline of the cabin, stanchions, and some other  
23 critical components - in Alstom's claim to us at  
24 that time, they were delayed by that, but they  
25 tried to mitigate that by not completing those two

1 trains where they were supposed to be completed but  
2 bringing them to the MSF to complete it because of  
3 the initial delay. What that did is that you no  
4 longer had these two prototype trains that were  
5 tested and then you build the rest of the fleet.  
6 Now you end up with 34 prototypes.

7 CHRISTINE MAINVILLE: Right.

8 MIRSAD HAIRLAHOVIC: In the context.  
9 But that whole thing was concluded with Alstom.  
10 Part of our public knowledge is that that design  
11 book delay is a claim that we have against the  
12 City. But with Alstom -- Alstom has a component --  
13 financial component of that, but the schedule  
14 component was resolved with Alstom through -- I  
15 believe it was the Version 5 schedule, where we  
16 re-baselined their milestones but they still met  
17 the RSA date, but we incorporated their mitigation  
18 because of that delay to the design book.

19 CHRISTINE MAINVILLE: Right. And how  
20 were they able to still maintain the RSA date  
21 but --

22 MIRSAD HAIRLAHOVIC: Oh, the mitigated  
23 schedule. I certainly don't recall the details of  
24 that, but that is -- that exists out there.

25 CHRISTINE MAINVILLE: Okay.

1 MIRSAD HAIRLAHOVIC: This was -- this  
2 was -- this mitigated schedule, I'm -- you know, I  
3 think you quoted me on 2017. I'm not sure of the  
4 years because there's -- you know, years fly when  
5 you're having fun, so it's -- it's like, there's  
6 2015, 2016 -- I do believe that this re-baseline  
7 was done in early 2016, but it could have been  
8 2015.

9 CHRISTINE MAINVILLE: Okay.

10 MIRSAD HAIRLAHOVIC: And I'm talking  
11 about re-baseline for Alstom.

12 CHRISTINE MAINVILLE: Talking about  
13 what?

14 MIRSAD HAIRLAHOVIC: Re-baseline  
15 between us and the Alstom group.

16 CHRISTINE MAINVILLE: Right. Did you  
17 understand that there was some discrepancy between  
18 the schedules of Alstom and Thales, that they  
19 didn't align?

20 MIRSAD HAIRLAHOVIC: When? Day 1?

21 CHRISTINE MAINVILLE: Well, so --

22 MIRSAD HAIRLAHOVIC: I guess maybe I  
23 should answer --

24 CHRISTINE MAINVILLE: Well, I think  
25 there were two different issues, yes --

1 MIRSAD HAIRLAHOVIC: Yes.

2 CHRISTINE MAINVILLE: -- that at the  
3 outset, the contracts didn't align for the delivery  
4 of certain items?

5 MIRSAD HAIRLAHOVIC: I -- I certainly  
6 wouldn't -- I wouldn't know that.

7 CHRISTINE MAINVILLE: Okay.

8 MIRSAD HAIRLAHOVIC: Where I was  
9 directly involved is the line in those two  
10 schedules when we -- where we looked at Alstom's  
11 whole schedule, when we saw that the testing and  
12 commissioning was taking much longer, that Thales  
13 had a bunch of rework and that Thales was  
14 struggling getting it coordinated. So in that  
15 context, it was a -- obviously the project team was  
16 the ones that have all the nitty -- all the  
17 intricate details of that, but as far as having  
18 that general critical kickoff session, that was to  
19 align the schedules and get the realistic schedule  
20 out there from Alstom and then align Thales's  
21 schedule to that. That was a critical action by  
22 the CJV that happened... Shoot. My years  
23 sometimes escape me, but -- I don't know if it's  
24 January 2018 or if it's January of -- yeah, it was  
25 January of 2018, I think.

1                   In any case, so I know that there  
2 was -- because once you're delayed, there certainly  
3 was no alignment for the schedules. You had to  
4 align the two schedules once the train delivery was  
5 late. So that's when we -- there is a misalignment  
6 at that stage. Whether there was a misalignment on  
7 Day 1, that certainly wasn't -- wasn't reported or  
8 wasn't evidenced clearly at that time, right?

9 It's --

10                   CHRISTINE MAINVILLE: So you're  
11 saying -- yeah, sorry.

12                   MIRSAD HAIRLAHOVIC: No, I just --  
13 sometimes, you know, as you get into the details  
14 and fully understand what each party is doing -  
15 that happens a lot of times - then you need to  
16 adjust that, what you thought how things are going  
17 to unfold versus how they unfold. In retrospect,  
18 sometimes it's easy to interpret that it wasn't set  
19 out properly, so -- but...

20                   CHRISTINE MAINVILLE: So did you say  
21 some work was done, then, you think early 2018 to  
22 reintegrate those schedules? Is that what you were  
23 saying?

24                   MIRSAD HAIRLAHOVIC: Yeah. So it was  
25 about -- it was more to get everybody to start, you

1 know -- to start -- forget about -- everybody is  
2 thinking about the big picture. We need to look at  
3 the daily things, how this is going to work, and  
4 start from there in order to put a -- you know, a  
5 clear plan on how we're going to get to the revenue  
6 service.

7 CHRISTINE MAINVILLE: Okay. And who  
8 was overseeing that?

9 MIRSAD HAIRLAHOVIC: Really, the point  
10 man on that was Rupert Holloway. He was the acting  
11 project director at that time.

12 CHRISTINE MAINVILLE: Okay. Do you  
13 recall some point in time where less than fulsome  
14 schedules were being provided up to RTG or to the  
15 independent certifier?

16 MIRSAD HAIRLAHOVIC: Provided by whom?

17 CHRISTINE MAINVILLE: And there were --  
18 from OLRTC, that OLRTC's overall schedule,  
19 integrated schedule, didn't fully mitigate the  
20 delays or that there were some issues with the  
21 fulsomeness of the schedules.

22 MIRSAD HAIRLAHOVIC: Well, certainly at  
23 some point. The moment we were -- the moment we  
24 were informed by -- by the -- where relevant, if  
25 Alstom or somebody else, they weren't going to

1 finish in time, providing us with a late schedule,  
2 that was -- we have our obligations to mitigate.  
3 So they -- so do they, through our contract, but  
4 the moment that was the case, then I'm sure at some  
5 point we submitted a delayed schedule because we  
6 thought we were going to be late. Or sorry, we  
7 were -- confirmed that we were going to be late.

8 CHRISTINE MAINVILLE: And there may  
9 have been some lag time in devising the -- or in  
10 revising the schedule and providing for that  
11 mitigation?

12 MIRSAD HAIRLAHOVIC: Lag time? Sorry,  
13 I don't --

14 CHRISTINE MAINVILLE: Well, so let  
15 me -- let me give you the specifics. Let me ask  
16 you this: Would you have been aware of concerns  
17 expressed by the independent certifier about the  
18 schedules being received and how -- from RTG and  
19 how they were not fully mitigated?

20 MIRSAD HAIRLAHOVIC: Sorry, when we  
21 submitted the schedule that was finishing late, the  
22 concerns from the independent certifier saying your  
23 schedule is not fully mitigated; it's finishing  
24 late?

25 CHRISTINE MAINVILLE: Well, I think

1 what it was was that the independent certifier  
2 wasn't able to track how OLRTC would get to what it  
3 said was the RSA date.

4 MIRSAD HAIRLAHOVIC: I certainly  
5 don't -- I'm trying to think what is the proper way  
6 to -- it's not that there's no recollection. I  
7 mean, at the end of the day, we put our best -- the  
8 project team spends a lot of time in developing the  
9 proper schedules that are more realistic in  
10 accordance with our obligations to the contract,  
11 and that's what we submit. So I certainly don't --  
12 and we do not dismiss anybody's concerns and any  
13 critical comments that are raised, but -- I don't  
14 fully understand what the concerns were, but at any  
15 time -- there are times where the clients or  
16 independent certifiers do not accept late schedules  
17 because they want fully mitigated schedules, but we  
18 can't -- we cannot put -- sometimes we can't just  
19 force the issue and make it look like something on  
20 the paper. It's -- the reality is what it is. So  
21 I don't know if that answers the question, but I  
22 certainly don't...

23 CHRISTINE MAINVILLE: So would you say  
24 that OLRTC's schedules were realistic over time?

25 MIRSAD HAIRLAHOVIC: I would say that



1 our -- OLRTC's schedules were certainly in  
2 accordance with our contract requirements.

3 CHRISTINE MAINVILLE: Okay. What does  
4 that mean in terms of reflecting the reality of the  
5 scheduling on the ground?

6 MIRSAD HAIRLAHOVIC: So what do you  
7 mean by "reality"? Sorry.

8 CHRISTINE MAINVILLE: Well --

9 MIRSAD HAIRLAHOVIC: The reason I'm  
10 saying that is that the reality of it is that, you  
11 know, here is what my original plan was, and if I  
12 continue down this plan, here's what it's going to  
13 be. So that's the one reality. The other reality  
14 is that here's where my plan was, here's what's  
15 happened, but I'm doing all these things in order  
16 to make the schedule still fit within the contract  
17 requirements because you're making me -- I still  
18 have obligations to meet the contract dates, so  
19 that's another reality. So in that context, we  
20 always supply the schedules in accordance with  
21 that.

22 CHRISTINE MAINVILLE: I think I'm  
23 understanding. You're being held to a certain date  
24 contractually, and so you're effectively making the  
25 schedule fit that time frame.

1 MIRSAD HAIRLAHOVIC: No, we have an  
2 obligation to meet the schedule milestones unless  
3 we -- unless we're granted an extension of time.

4 CHRISTINE MAINVILLE: Right.

5 MIRSAD HAIRLAHOVIC: Until somebody  
6 grants us an extension of time, we have an  
7 obligation to meet that. At times, we don't get a  
8 grant to have an extension of time, but we can't  
9 meet them, and we don't meet them. We have an  
10 obligation to -- even if it's not our fault, if  
11 it's not our contractual responsibility, to do all  
12 reasonable -- apply all reasonable mitigation  
13 measures to maintain the schedule. And when the  
14 issues are internal, then we -- we implement not  
15 only mitigation but acceleration measures to do so.

16 When we're not granted an extension of  
17 time and the other party is responsible, we  
18 implement not only reasonable mitigation measures  
19 but acceleration measures, and we have -- we then  
20 have these claims against the clients. So in that  
21 context is that -- that's -- that's -- those are  
22 the steps the schedules are taken through. So when  
23 we do provide the schedule with the date, it's  
24 because we think that, through these measures, we  
25 can still meet the date, not just -- I just want to

1 make sure it's clear that it's not just, okay,  
2 there is no way we can meet it, but let's show this  
3 date because we need to show this date.

4 CHRISTINE MAINVILLE: Okay. So you  
5 would -- you would produce a schedule that you say  
6 was accurate in terms of -- it didn't  
7 misrepresent --

8 MIRSAD HAIRLAHOVIC: No.

9 CHRISTINE MAINVILLE: -- what was going  
10 to be taking place, but it just accelerated or --  
11 it accounted for acceleration to meet whatever date  
12 OLRTC was being held to.

13 MIRSAD HAIRLAHOVIC: Yeah. And  
14 generally, that was -- in general terms. I'm not  
15 saying that -- what the project team's reporting  
16 requirements were for monthly schedules. Certainly  
17 I'm not the one to be the expert what those are.  
18 There's other people that certainly would know, but  
19 these are followed. Any changes in schedule are --  
20 we generally elaborate why those are happening,  
21 whether it's acceleration, delay, mitigation,  
22 whatever it is. Those things are explained in  
23 these submissions.

24 CHRISTINE MAINVILLE: So for instance,  
25 there were schedules with caveats.

1 MIRSAD HAIRLAHOVIC: Yes.

2 CHRISTINE MAINVILLE: And can you  
3 explain those and how those fit in.

4 MIRSAD HAIRLAHOVIC: I have really  
5 no -- I will not attempt to explain any of the  
6 caveats that are in there. I have no recollection  
7 of that at this stage, so -- certainly. But the  
8 people who put the caveats in, they can probably  
9 explain that better than I can.

10 CHRISTINE MAINVILLE: But do you  
11 understand that they relate to delay claims against  
12 the City or delay events that -- so -- such that  
13 the -- if the RSA date was still May 2018, the  
14 schedule lined up with that, but then there was a  
15 caveat, subject to a delay event claim or request  
16 that OLRTC was making in respect of the City that  
17 would have moved the RSA date back?

18 MIRSAD HAIRLAHOVIC: If -- sorry. If  
19 we're saying that the schedules were submitted,  
20 here's the RSA date, we're going to meet the RSA  
21 date, but only -- we are still meeting the RSA  
22 date; however, this impact you created for me I  
23 have managed to mitigate, and I accelerated, and  
24 now I will ask for compensation for this. So it's  
25 a reservation of right for the delays because of

1 the City-caused interference, right?

2 CHRISTINE MAINVILLE: M-hm.

3 MIRSAD HAIRLAHOVIC: I can't paraphrase  
4 what those exact wordings were, but we had issues  
5 like that, and we certainly had those articulated  
6 in the schedule, and that's our obligation on  
7 the -- you know, in order to protect our rights, if  
8 we're going to accelerate -- do anything beyond  
9 reasonable mitigation efforts that causes damage  
10 and costs, we need to articulate those, right?

11 CHRISTINE MAINVILLE: So I guess I'm  
12 just trying to understand. What if, despite all  
13 mitigation and acceleration measures, OLRTC doesn't  
14 think it can meet the May 2018 RSA date, for  
15 instance? What would happen then? And assume the  
16 City has not granted any delay relief. How would  
17 that get reflected on the schedule?

18 MIRSAD HAIRLAHOVIC: We would submit a  
19 delayed schedule, along with --

20 CHRISTINE MAINVILLE: You would submit  
21 a delayed schedule.

22 MIRSAD HAIRLAHOVIC: Yes.

23 CHRISTINE MAINVILLE: Okay. So if the  
24 schedule said the May 2018 RSA date will be met,  
25 OLRTC realistically believed it could make that

1 work.

2 MIRSAD HAIRLAHOVIC: Subject to the  
3 qualifications you articulated that were submitted  
4 with that schedule.

5 CHRISTINE MAINVILLE: The caveats.

6 MIRSAD HAIRLAHOVIC: That's right.

7 CHRISTINE MAINVILLE: But -- and the  
8 caveats would have the effect of moving that RSA  
9 date; correct?

10 MIRSAD HAIRLAHOVIC: I cannot get into  
11 this hypothetical discussion around factual things  
12 that I am not aware of. Sorry.

13 CHRISTINE MAINVILLE: Okay. Why don't  
14 we start with this: Why don't we start with the  
15 sinkhole and so we're not talking in hypotheticals.  
16 What was the impact of the sinkhole on the project?  
17 And we'll talk about the schedule specifically,  
18 but...

19 MIRSAD HAIRLAHOVIC: Impact on the day  
20 the sinkhole happened, or impact at the -- right  
21 now, looking back?

22 CHRISTINE MAINVILLE: Looking back,  
23 now.

24 MIRSAD HAIRLAHOVIC: The sinkhole had a  
25 delay on the project. It delayed civil

1 infrastructure construction because it happened in  
2 the middle of the project, and it delayed  
3 connectivity of the project, et cetera, et cetera.  
4 So it ultimately delayed the project.

5 CHRISTINE MAINVILLE: And was it on the  
6 critical path? Did it impact, I should say, the  
7 critical path?

8 MIRSAD HAIRLAHOVIC: Did the sinkhole  
9 impact the critical path today, or did the sinkhole  
10 impact critical path on the day it happened?

11 CHRISTINE MAINVILLE: Tell me about  
12 both.

13 MIRSAD HAIRLAHOVIC: Well, when the  
14 sinkhole happened, the trains were on schedule, so  
15 if you delay other works that are -- certainly the  
16 tunnel works were on the critical path. You would  
17 have had a delay to critical path; therefore, when  
18 the sinkhole happened, the City did not grant us an  
19 extension of time, and we, at that time, thought  
20 that we can mitigate what's happened. Because you  
21 obviously don't have a full perception until you  
22 have a full perception what the damages were, what  
23 the impact of that whole sinkhole restoration,  
24 remediation, and additional work that had to be  
25 done to -- to stabilize the area.

1                   Whether there was ultimately a critical  
2 path delay because of the -- because of the  
3 sinkhole versus trains, I certainly am not smart  
4 enough to answer that right now, but that has all  
5 been analyzed and overanalyzed in our various  
6 claims, right, so ultimately, you know, what  
7 component of the critical path delay can be  
8 attributed to which event.

9                   CHRISTINE MAINVILLE: Okay.

10                  MIRSAD HAIRLAHOVIC: So -- sorry. So  
11 that -- that helped in not having the hypothetical  
12 discussion.

13                  CHRISTINE MAINVILLE: Right. And I  
14 take it it delayed some of the testing, the  
15 integration testing in particular?

16                  MIRSAD HAIRLAHOVIC: Well, construction  
17 is followed by -- I'm not saying this because you  
18 don't understand. I'm just going to say it because  
19 it's --

20                  CHRISTINE MAINVILLE: M-hm.

21                  MIRSAD HAIRLAHOVIC: We construct  
22 things -- sorry, we design them, we install them,  
23 we test them, we commission them, we do the revenue  
24 service running. So all testing for the trains and  
25 train control was done and was able to be done



1 regardless of the continuance through the path. So  
2 the only things that you couldn't test is  
3 end-to-end running until you have that component.  
4 So those two things, that's why -- you know, I'm  
5 talking about, you know, with the critical path  
6 delay analysis and what ultimately was the hot  
7 potato in the end or hotter potato, it's a bit  
8 complex because of that component, right?

9 But ultimately, this specific system  
10 overall testing of -- you know, on the signalling,  
11 et cetera, right, and the station -- station  
12 commissioning and testing, et cetera, was -- was  
13 delayed because of the delay of the civil works,  
14 right, but it did not have -- it did not have as  
15 critical an impact, if any -- I'm not -- again,  
16 there is analysis on that, as far as -- because the  
17 train test track was available, because there was  
18 track available for the running of the trains,  
19 minus the -- the full system running end to end.

20 CHRISTINE MAINVILLE: How important do  
21 you understand the full system end-to-end running  
22 to be on a project like this?

23 MIRSAD HAIRLAHOVIC: I guess, you know,  
24 everything is important, right, but in order to be  
25 able to be critically meeting that full

1 connectivity test, to make sure that the train goes  
2 from one end to the other end with the entire  
3 system running in a certain amount of time, that  
4 comes after you have done all the other testing and  
5 works, right? So it's important, but it's when --  
6 the criticality of it kind of comes at the end.

7 CHRISTINE MAINVILLE: You mentioned  
8 that the City rejected the relief event and delay  
9 event relating to the sinkhole that OLRTC brought  
10 forward?

11 MIRSAD HAIRLAHOVIC: The City rejected  
12 any and all entitlement we ever had.

13 CHRISTINE MAINVILLE: Sorry, can you --

14 MIRSAD HAIRLAHOVIC: It's as simple as  
15 that. They --

16 CHRISTINE MAINVILLE: So any other  
17 requests made --

18 MIRSAD HAIRLAHOVIC: They had  
19 responded -- I mean, there's still a lawsuit out  
20 there now that is -- now is countersued, because we  
21 had to react with a -- well, no, we didn't. We had  
22 a -- we had -- we were filing a lawsuit, but they  
23 wanted to get ahead of us and file a lawsuit for  
24 whatever reason -- well, we know. But ultimately  
25 is -- you know, they had responsibility for -- to

1 provide us with the architectural wood, ash wood.  
2 They gave us the wood that couldn't be installed,  
3 and ultimately it took a lot more work, but they  
4 never recognized -- they recognized responsibility,  
5 tried to settle the components of it, but  
6 ultimately they never formally did. Same thing  
7 with the fare gates, et cetera, et cetera.  
8 Everything -- everything that was -- you know, I  
9 should -- you know, obviously I'm -- there are  
10 minor smaller changes that happened that didn't  
11 have any schedule components impacted, and they  
12 were agreed at the project level, but anything with  
13 any significance was not.

14 CHRISTINE MAINVILLE: Okay.

15 MIRSAD HAIRLAHOVIC: Including the  
16 sinkhole issue. Certainly, the City did not take  
17 responsibility for the sinkhole. But that -- that  
18 was -- you know, that was -- when something like  
19 that happened, the City, us and everybody, put  
20 everybody on notice because we didn't really know  
21 why it happened at that time, and as we were  
22 investigating when everything happened, it was --  
23 even to this date, it's inconclusive what caused  
24 the sinkhole.

25 CHRISTINE MAINVILLE: Yes. And are you

1 familiar with the -- a request to the City to  
2 alleviate or renegotiate the liquidated damages  
3 that flowed from the sinkholes or the delay  
4 relating to the sinkholes? I should ask you, like,  
5 was there a request to the City, aside from the  
6 delay event and relief event claim, but to discuss  
7 the liquidated damages that would flow from the  
8 delay?

9 MIRSAD HAIRLAHOVIC: I... Part of the  
10 sinkhole claim for damages included -- included the  
11 delay component in it, which included prolongation  
12 and included some of the overall delay impacts  
13 because of that. And that was part of the -- well,  
14 it was -- there were -- at the time - I wasn't in  
15 the room - there were without-prejudice  
16 conversations that were happening with the  
17 representatives from the company and the City  
18 because we had these legacy issues that we were  
19 trying to resolve - I mentioned the ash wood, fare  
20 gates, et cetera - and the sinkhole.

21 So I certainly don't recall what were  
22 the exchanges of these, you know, negotiations,  
23 what were the requests, but certainly at some point  
24 there could have been -- there could have been an  
25 exchange of asking for relief of those -- I don't

1 recall. I really don't.

2 CHRISTINE MAINVILLE: Do you recall  
3 what were the liquidated damages for OLRTC over  
4 time as a result of the delay?

5 MIRSAD HAIRLAHOVIC: I don't recall the  
6 exact amounts or anything like that, but there's  
7 two components to it. Our liquidated damages that  
8 relates to the City are not large. There was no --  
9 there was no -- with the City, there was -- there's  
10 a million-dollar penalty every time you -- every  
11 time you say that you're going to achieve revenue  
12 service and you don't. They have to ramp up again  
13 for that, and we had three -- three instances of  
14 that, I do think. Don't quote me on number of  
15 those, but there was -- some of those were applied  
16 by the City.

17 Where our liquidated -- where our  
18 damage because of the delay comes from is from the  
19 financing charges from the concessionaire. They  
20 were passed down to the construction contractor.  
21 So when we don't finish the contract on time, the  
22 debt cannot be repaid in time, and therefore you  
23 end up paying for the financing charges for that.  
24 Those amounts certainly can be confirmed, but I'm  
25 not going to attempt to recall what those are.

1 CHRISTINE MAINVILLE: But they were a  
2 daily amount; correct?

3 MIRSAD HAIRLAHOVIC: Yes, they are --  
4 they're calculated on a daily -- banks like their  
5 money. And the -- I guess the penalty that the  
6 City wrongfully applied to us and continued to do  
7 so for the late finish is in the context of the  
8 mobility matters, where they offset it from 30,  
9 \$32 million for extended occupancy of lanes in the  
10 city. Because there's a certain -- within the  
11 contract, there's a certain amount, there is a  
12 value, of you taking a lane for construction. That  
13 amount is contemplated for within the original  
14 project timelines. There's no reference to if the  
15 project is delayed that those still apply, but the  
16 City has grandstanded on that, and they've actually  
17 applied and they still have that, that's part of  
18 our lawsuit is for them to pay us that money.

19 So the City had 3 or 4 million. They  
20 didn't really have a lot of LDs for the penalties  
21 for not having the service in place, but they  
22 have -- they have, like I said, wrongfully held the  
23 mobility matters, and I do believe that they're  
24 looking -- their lawsuit, which is not quantified  
25 at all, it has some stuff around extended buses

1 used and so on, so...

2 CHRISTINE MAINVILLE: So the daily  
3 financing charges that applied every day that the  
4 project was delayed, that, you're saying, is owed  
5 to the lenders.

6 MIRSAD HAIRLAHOVIC: That was paid by  
7 the -- by the Ottawa LRTC to the lenders.

8 CHRISTINE MAINVILLE: Right. But am I  
9 right that the City could -- had a say in that or  
10 could do something about that if it wanted to?

11 MIRSAD HAIRLAHOVIC: Certainly it's  
12 about paying off the debt.

13 CHRISTINE MAINVILLE: Sorry?

14 MIRSAD HAIRLAHOVIC: It's about paying  
15 off the debt, so the only way the City would do it  
16 is if they paid off the debt. So in the case that  
17 the City is responsible for delay or is proven to  
18 be responsible for delay, they would be responsible  
19 for those charges. What the City had 100 percent  
20 control of is not holding back the \$32 million.

21 CHRISTINE MAINVILLE: Which has to do  
22 with the mobility matters.

23 MIRSAD HAIRLAHOVIC: Yes.

24 CHRISTINE MAINVILLE: Okay. And when  
25 was that? What time frame?

1 MIRSAD HAIRLAHOVIC: They started  
2 deducting those, I do think -- it could be  
3 verified. I'm not sure. It wasn't taken off the  
4 final payment. It could have been, but I think it  
5 was deducted as we went beyond revenue service for  
6 any payments that were sent by the City then. And  
7 they made a huge deal out of that internally - you  
8 know, the City is a bit of a political animal -  
9 about how they're going to get every penny, and  
10 they're going to have this \$32 million and they're  
11 not going to pay that back.

12 CHRISTINE MAINVILLE: So, sorry, that  
13 was after the May 2018 RSA date?

14 MIRSAD HAIRLAHOVIC: Yeah, yeah, yeah,  
15 certainly. I -- I don't know if there's, like, an  
16 overlap with -- before that, but it's -- this whole  
17 32 million is just after the RSA date.

18 CHRISTINE MAINVILLE: Okay.

19 MIRSAD HAIRLAHOVIC: And that was part  
20 of our -- that is part of our -- the full details  
21 of that are part of our -- all the, I guess,  
22 general details of that are part of our lawsuit,  
23 our countersuit to the City that we filed recently.

24 CHRISTINE MAINVILLE: Okay. Are you  
25 able to speak to the City underwriting RTG's debt?



1 MIRSAD HAIRLAHOVIC: No.

2 CHRISTINE MAINVILLE: You were not  
3 involved or --

4 MIRSAD HAIRLAHOVIC: No, I was not  
5 involved with that.

6 CHRISTINE MAINVILLE: Okay. So you're  
7 not able to say whether that had an impact on the  
8 project or the relationship?

9 MIRSAD HAIRLAHOVIC: No.

10 ANTHONY IMBESI: Were you aware of it?

11 MIRSAD HAIRLAHOVIC: I am aware of it,  
12 yes, but I'm certainly not able to give my opinion  
13 on that or anything like that, so...

14 CHRISTINE MAINVILLE: Okay. So you  
15 don't know if that would play into this  
16 liquidated -- daily liquidated damages that OLRTC  
17 was --

18 MIRSAD HAIRLAHOVIC: No --

19 CHRISTINE MAINVILLE: -- suffering.

20 MIRSAD HAIRLAHOVIC: -- I would not.

21 CHRISTINE MAINVILLE: Are you able to  
22 speak to the financial impact, then, of the delays  
23 on OLRTC overall?

24 MIRSAD HAIRLAHOVIC: Well, in general  
25 terms, that -- in general terms, delays, additional

1 efforts, mitigations, accelerations, dealing with  
2 all those issues had a significant impact,  
3 financial impact, on the construction joint  
4 venture. The companies injected hundreds of  
5 millions of dollars to finish the project.

6 CHRISTINE MAINVILLE: And did it have  
7 any impact on OLRTC's resources -- or resourcing, I  
8 should say?

9 MIRSAD HAIRLAHOVIC: No. That's where  
10 we spent a bunch of extra money.

11 CHRISTINE MAINVILLE: You spent what?

12 MIRSAD HAIRLAHOVIC: A bunch of extra  
13 money --

14 CHRISTINE MAINVILLE: A bunch of extra  
15 money.

16 MIRSAD HAIRLAHOVIC: -- to make sure we  
17 get it done.

18 CHRISTINE MAINVILLE: And would you  
19 have expected -- in the context of this  
20 partnership, would you have expected anything more  
21 from the City as a result of this, the impact that  
22 this was having on OLRTC? Is there anything you  
23 would have expected the City to do or not do, given  
24 the situation that the project found itself in?

25 MIRSAD HAIRLAHOVIC: The City was

1 governed by popular opinion, not by what is  
2 practical, and the popular opinion was take us to  
3 the ringer, at least internally. So the fact that  
4 they deducted \$32 million after knowing, frankly,  
5 how much money the companies injected into it to  
6 get the project finished is a sign of them not  
7 wanting to contribute at all, not even to the  
8 things that they were responsible for.

9           Even if they wanted to reserve their  
10 rights on the mobility matters, there was a very  
11 easy way for them to -- because there was -- there  
12 was old money, there was the contract money paid  
13 out, and then as part of the -- because they knew  
14 that they were going to have to pay something  
15 because they offered settlement on the ash wood and  
16 the fare gates, so there was money that they had to  
17 contribute, so the money was never going to be --  
18 that they were going to have to chase us for the  
19 money down the road if they wanted to contribute  
20 and -- as far as, you know, having more harmonious  
21 relationship or having contributing to ease the  
22 burden and the pressure on the companies, no, the  
23 City did not want to do that.

24           CHRISTINE MAINVILLE: And would you  
25 have expected them to? Like, in another project,

1 let's say, what would you expect from the City  
2 partner or the project owner?

3 MIRSAD HAIRLAHOVIC: Well, it's a --  
4 it's a public-private partnership, so we certainly  
5 expect a much higher level of partnership and  
6 ability than we got with the City.

7 CHRISTINE MAINVILLE: And you spoke  
8 about some statements the City made about  
9 effectively not wanting to compromise or pay? Can  
10 you elaborate on that? What do you have knowledge  
11 of in terms of such statements?

12 MIRSAD HAIRLAHOVIC: Hmm. It was part  
13 of the privileged negotiations we had at this  
14 level -- executive level with the City as part of  
15 resolving the issues, right?

16 CHRISTINE MAINVILLE: Privileged or  
17 without prejudice?

18 MIRSAD HAIRLAHOVIC: Sorry, without  
19 prejudice.

20 CHRISTINE MAINVILLE: Okay.

21 MIRSAD HAIRLAHOVIC: So I can say?

22 CHRISTINE MAINVILLE: I'm not your  
23 legal counsel, but I think...

24 KARTIGA THAVARAJ: Like, I think we've  
25 spoken in general terms. I think we don't want

1 to -- if we can speak in general terms, Mirsad,  
2 it's fine. I don't want you to get into anything  
3 that's actually --

4 MIRSAD HAIRLAHOVIC: Yeah.

5 KARTIGA THAVARAJ: -- the details.

6 MIRSAD HAIRLAHOVIC: So I'm not going  
7 to be quoting anybody, but certainly the City has  
8 made it clear to us that the \$32 million is  
9 something that they had on their books as far as  
10 the revenue and that they're not going to reverse  
11 that out, no matter how much -- because we tried to  
12 get them to -- Hey, there's no reason for you to be  
13 holding this; we can post security against it; we  
14 can do all these things, right? They just would  
15 not. So we literally wanted to post security  
16 against this for them to be able to draw on it, but  
17 that was never going to fly, so... It's not any --  
18 it's not that we were looking for them to inject  
19 some new money. This was the money that was due to  
20 us, right? So it's not that we don't -- a  
21 public-private partnership does not speculate  
22 that -- you know, if I have responsibility on the  
23 contract and this is my risk and risk is  
24 generalized, that's why we contributed the money we  
25 had. We had obligations as the contract was

1 signed. And even if it's somebody's problem, we  
2 had an obligation to mitigate and so on, and we did  
3 that, in order to get the job done. We didn't put  
4 the tools down until we resolved commercial issues.  
5 We brought money in to finish the job. That's not  
6 it. Just -- in a public-private partnership is  
7 that there's a more collaborative effort to  
8 actually align and have a common goal and common  
9 success and a common definition of success, which  
10 was not the case.

11 CHRISTINE MAINVILLE: Are you able to  
12 ballpark how much extra money the partners had to  
13 inject into the project?

14 MIRSAD HAIRLAHOVIC: That's near and  
15 dear to me, so -- but we -- you know, we brought  
16 in -- I'm talking about the general discussion  
17 versus what it ended up costing us, we brought in  
18 4, \$500 million, so...

19 CHRISTINE MAINVILLE: 45, you said?

20 MIRSAD HAIRLAHOVIC: 4, \$500 million.

21 CHRISTINE MAINVILLE: 4 to \$500 million.

22 MIRSAD HAIRLAHOVIC: So that's -- I'm  
23 sure you can get the financial statements and --

24 CHRISTINE MAINVILLE: So it  
25 effectively --

1 MIRSAD HAIRLAHOVIC: I don't think that  
2 that's privileged information, is it?

3 KARTIGA THAVARAJ: We -- that's fine.  
4 We have a separate confidentiality claim, but we  
5 can talk about -- with respect to the financial  
6 statements, but we can talk about it in this  
7 interview.

8 MIRSAD HAIRLAHOVIC: So whether that  
9 can be disclosed, I guess that's part of the other  
10 one, but I mean, that's -- those are the facts.

11 CHRISTINE MAINVILLE: So in terms of --  
12 that's ballpark how much over budget the  
13 construction was. Is that --

14 MIRSAD HAIRLAHOVIC: No, that's how  
15 much over the actual contract amount. So over  
16 budget, then you take out the profit and overhead  
17 and all those parts, so the number is bigger,  
18 right? So this is generally, you know, money we  
19 spent versus the money we recovered.

20 CHRISTINE MAINVILLE: Okay. So I know  
21 the litigation is not over, but in terms of how  
22 profitable a project this was or not ultimately,  
23 how would you characterize that?

24 MIRSAD HAIRLAHOVIC: This project is --  
25 from the financial point of view, was not a

1 success.

2 CHRISTINE MAINVILLE: And do you see  
3 this as having had any impact on the project? I  
4 know you've said that the partners compensated by  
5 injecting money. Do you see any other kind of  
6 impact, including long term, given the 30-year  
7 maintenance contract?

8 MIRSAD HAIRLAHOVIC: I'm only  
9 speaking -- this -- the losses for the project, you  
10 have to be -- understanding is that I'm only  
11 referring from the construction joint venture. We  
12 have different P&Ls, we have different -- we --  
13 what position maintenance -- what their losses,  
14 profitability looks like, that has nothing --  
15 that's not included in this, and I do not have an  
16 insight on that. I'm strictly talking about --  
17 about this. Does it have -- does that have an  
18 impact on ultimately how the project was delivered?  
19 We're big companies; we go through this -- you  
20 know, we certainly have obligations, and our risk  
21 in the contract for not completing the job or not  
22 completing the job on time is always bigger than --  
23 than putting the money in, so that's why the  
24 contracts were written like they're written. So  
25 certainly did not have any impacts outside of



1 the -- outside of the -- behind the scenes, what it  
2 means to financially -- to have -- you know, to  
3 have the financial or -- this type of financial  
4 performance on the project is not a -- is not a  
5 badge to carry.

6 CHRISTINE MAINVILLE: So you don't  
7 think it had an impact -- if I can paraphrase, an  
8 impact on the construction, but did it have an  
9 impact -- well, let me first get your confirmation  
10 on this: Are you saying there wasn't -- at least  
11 nothing out of the ordinary in terms of  
12 cost-cutting measures, value engineering and the  
13 like -- is that what you're saying? -- as a result  
14 of the financial strain?

15 MIRSAD HAIRLAHOVIC: No, it's quite the  
16 opposite. At the final push for the revenue  
17 service, all the companies, anything and all  
18 resources that were required were allocated to the  
19 project. So certainly not -- there was no  
20 cost-cutting. We always look for cost optimization  
21 as we go through the project. That's a business --  
22 that's our business, but certainly no -- there was  
23 no cost-cutting -- sorry, there was no cost-cutting  
24 not to meet the requirements of the -- of the  
25 project. That's why we spent the additional money.

1 CHRISTINE MAINVILLE: There was a cash  
2 injection to bring it to completion.

3 MIRSAD HAIRLAHOVIC: Yes, there were  
4 continuous cash injections for the -- for a couple  
5 of years leading to revenue service.

6 CHRISTINE MAINVILLE: Would you say,  
7 though, that it -- there was an increased  
8 significant pressure to get to revenue service or  
9 substantial completion?

10 MIRSAD HAIRLAHOVIC: For us, for the  
11 construction joint venture? So everybody was  
12 motivated to get the construction -- to get to  
13 revenue service for different reasons. For us,  
14 continuing to -- to -- continuing down the path,  
15 the more you're out there, the more money you're  
16 spending, but there's also a fine line where you --  
17 and there's very clear requirements you have to  
18 meet in order to -- to say I have met my  
19 requirements for substantial completion and then  
20 for the final -- for the revenue service. Other  
21 parties were motivated by something different. RTG  
22 wanted to get the system in place so they can run  
23 the system, and the City -- well, City made -- the  
24 City was under political pressure to put the system  
25 in place, and that's what they're governed by, so

1 they were very motivated at that time.

2 CHRISTINE MAINVILLE: Did you witness  
3 the -- like, how did you witness the City's  
4 motivation? Are you able to point to anything to  
5 say --

6 MIRSAD HAIRLAHOVIC: Yeah, this would  
7 be for me, you know -- well, I mean, the clear  
8 evidence is the term sheet at the end, because the  
9 City was talking about that they will not allow  
10 anything but the full contract requirements being  
11 executed and all 15 trains out there, that -- but  
12 the term sheet is -- is -- revenue service term  
13 sheet is with 13 trains, is with the reduced  
14 obligation for RTG in order for it -- what their  
15 performance looks like as far as evaluating -- and  
16 I guess 13 trains, not 15 trains, with the  
17 commitment to get the -- the rest of the trains in  
18 service. There were deductions to Ottawa LRTC,  
19 financial deductions, because obviously we didn't  
20 have the 15 trains out - we had 13 trains. So  
21 that's all part of the term sheet, but the term  
22 sheet itself is -- is an evidence of -- of somebody  
23 wanting to have a system in place.

24 CHRISTINE MAINVILLE: Do you --

25 MIRSAD HAIRLAHOVIC: But informally,

1 behind the scenes, there certainly were. There  
2 were.

3 CHRISTINE MAINVILLE: Was the term  
4 sheet -- are you aware of whether the term sheet  
5 was initiated by the City?

6 MIRSAD HAIRLAHOVIC: I think the term  
7 sheet was the result of a continuous -- continuous  
8 dialogue and negotiations that were happening  
9 leading up to the revenue service between the --  
10 between the -- well, really, at all levels, but the  
11 term sheet is ultimately -- agreement on a term  
12 sheet is ultimately the result of negotiations and  
13 discussions -- no, I shouldn't say negotiations.  
14 Discussions and governance that happened at the  
15 highest levels in the City and within the  
16 organizations.

17 CHRISTINE MAINVILLE: Do you know when  
18 the decision was made to reduce the trains from 15  
19 to 13 for peak service?

20 MIRSAD HAIRLAHOVIC: I really don't. I  
21 don't recall when that was -- I mean, you know,  
22 term sheet has a date on it. That's when it was  
23 finally agreed to, right? Like, the conversations  
24 that led up to it were the conversations around  
25 gradual rollout, about other things, other things

1 leading up to it, to arrive to that.

2 CHRISTINE MAINVILLE: Do you recall  
3 what the rationale was or the reason why only 13  
4 trains would be made available as opposed to 15?

5 MIRSAD HAIRLAHOVIC: My recollection of  
6 it -- and a person like Matt Slade or Rupert would  
7 certainly give you a more accurate answer on this,  
8 but from my recollection, from the executive  
9 reporting point of view, is that when we were  
10 testing and doing the -- there's a revenue service  
11 running period: So you run the trains, and then  
12 you see the availability you have, how many trains  
13 are running and how often they're running, how long  
14 they're running for, et cetera. It seemed that  
15 that resulted in -- I think that that's what  
16 resulted in the 13 trains being something that can  
17 be sustained, based on the fleet that was there.  
18 Yeah.

19 CHRISTINE MAINVILLE: Okay. Would you  
20 have been aware of the City's go/no-go list?

21 MIRSAD HAIRLAHOVIC: I've heard of it.  
22 I don't have any recollection of what that is now.

23 CHRISTINE MAINVILLE: Okay. And just  
24 going back --

25 MIRSAD HAIRLAHOVIC: You have to

1 appreciate that, you know, it was really about --  
2 at that stage, it was about day to day: You know,  
3 what are we doing today? Did we do what we said we  
4 were going to do today? Are we going to do  
5 tomorrow what we plan to do tomorrow? I mean,  
6 that's the level of criticality at some point that  
7 it became, at all levels.

8 CHRISTINE MAINVILLE: And did you -- I  
9 take it you became more -- increasingly involved as  
10 the -- the -- the ultimate RSA date was  
11 approaching?

12 MIRSAD HAIRLAHOVIC: I guess you could  
13 say that there was more involvement, but any  
14 time -- listen, if it's a critical issue, if you  
15 have the revenue service but it's running months  
16 late, if you're not involved and putting pressure  
17 for all parties to perform, that means that we're  
18 not doing our job. So certainly it's -- you know,  
19 that's a fair statement. The level of detail that  
20 I was involved probably doesn't change. It's just  
21 a matter of getting the right people to the table  
22 to continue to talk and be involved with it from  
23 all parties.

24 CHRISTINE MAINVILLE: And were you  
25 often interacting with the City directly?

1 MIRSAD HAIRLAHOVIC: No, not for the  
2 revenue service.

3 CHRISTINE MAINVILLE: And just going  
4 back to the financial strain or pressure, and we  
5 talked about it not really having an impact in  
6 terms of cost-saving measures and whatnot, but what  
7 about the relationship between the City and the  
8 project company or OLRTC?

9 MIRSAD HAIRLAHOVIC: If your question  
10 is the fact that we brought in \$400 million, we  
11 blamed the City for that. The City had the  
12 responsibilities, and that's part of our lawsuit.  
13 We had our own responsibility as part of it that we  
14 injected money for, so -- especially certainly  
15 leading up to the revenue service, the project team  
16 was not -- was disconnected from that. There was  
17 not a burden put on them as far as managing that.  
18 That's why -- I don't think that that's -- the fact  
19 that we could not resolve our contractual disputes  
20 with the City had this impact on the relationship,  
21 but that had nothing to do with, you know, the  
22 revenue service being 16 months late.

23 CHRISTINE MAINVILLE: Okay. So are you  
24 saying it didn't have -- it wouldn't have had an  
25 impact on the people on the ground and the project

1 directors and teams, but at a higher level, you  
2 would say, given the --

3 MIRSAD HAIRLAHOVIC: The fact that --  
4 yeah, the fact that we could not resolve any  
5 commercial issues that are now in the court with  
6 the City for the 5, 6 years, whatever the project  
7 was, is not -- is not ideal. I mean, you  
8 paraphrased it as it impacted the relationship. I  
9 guess I would -- maybe threw that in as far as did  
10 anything impact the relationship, but I was more  
11 trying to convey not that it impacted the  
12 relationship - I was trying to -- more to -- to say  
13 how does this connect it from actually getting to  
14 revenue service, right?

15 So the fact that we're injecting the  
16 money, that had nothing to do with the project team  
17 not working with the City. They continued to work  
18 with the City because they were a critical  
19 component of it and dragging them along with this  
20 process. The fact that we couldn't resolve these  
21 commercial issues has its own flavour of it, but,  
22 you know, this is not a tremendous -- not -- did  
23 not cause a tremendous deterioration of the  
24 relationship.

25 CHRISTINE MAINVILLE: Okay.



1 MIRSAD HAIRLAHOVIC: So...

2 CHRISTINE MAINVILLE: We might take a  
3 break. We could go off record.

4 -- RECESS AT 10:35 --

5 -- UPON RESUMING AT 10:50 --

6 CHRISTINE MAINVILLE: Was there a --  
7 would you say there was some reluctance to keep the  
8 City fully apprised of the delays on the project?

9 MIRSAD HAIRLAHOVIC: Sorry?

10 CHRISTINE MAINVILLE: Was there  
11 reluctance in keeping the City fully apprised of  
12 the delays on the project? You may phrase it  
13 differently than "reluctance," but in terms of how  
14 transparent OLRTC or RTG would want to be with the  
15 City about the delays on the project, how would you  
16 characterize that?

17 MIRSAD HAIRLAHOVIC: Well, take the  
18 sinkhole example: When the sinkhole occurred, in  
19 the following weeks, months, whatever it is, we put  
20 our -- we understood what that meant for the  
21 project as far as at that time. We implemented  
22 different mitigation, acceleration measures to  
23 maintain the schedule, and the City was interested  
24 in keeping the -- for us to come up with ways to  
25 keep the same schedule, same milestones at that

1 time. The -- once we implemented all those and the  
2 time unfolded and months passed or whatever it is  
3 that passed and we no longer could see that we  
4 could reasonably meet that end date, we informed  
5 the City that we could not meet that end date.

6 CHRISTINE MAINVILLE: When was that, do  
7 you recall, roughly?

8 MIRSAD HAIRLAHOVIC: I don't know  
9 exactly the time when it was, but certainly when it  
10 became evident that we can no longer maintain the  
11 schedule.

12 CHRISTINE MAINVILLE: Okay. So you  
13 would say when it did become evident that it was  
14 not possible, that was conveyed to the City in a  
15 timely way?

16 MIRSAD HAIRLAHOVIC: Including the  
17 challenges to maintain the schedule leading up to  
18 that.

19 CHRISTINE MAINVILLE: Right. So there  
20 was some realization that it would be challenging  
21 to do it beforehand? Is that fair to say?

22 MIRSAD HAIRLAHOVIC: Yeah, certainly I  
23 don't think that anybody could -- unless you're --  
24 I think anybody could not clearly see that having  
25 that massive hole in the middle of the project

1 would have challenges to the project -- add  
2 challenges.

3 CHRISTINE MAINVILLE: Right.

4 MIRSAD HAIRLAHOVIC: So -- so I think  
5 that that's certainly the -- the context, that  
6 everybody was aware of the challenges. We were  
7 aware of the challenges, we have challenges of the  
8 projects -- different projects, different  
9 challenges that we work through, and at times we're  
10 successful, and at times we're not. It depends on  
11 the size of the challenge and ability to rectify  
12 it.

13 CHRISTINE MAINVILLE: So -- but it's  
14 not the case that you would say that the RSA date  
15 was artificially maintained for some time when  
16 OLRTC knew it was not achievable?

17 MIRSAD HAIRLAHOVIC: Changing the RSA  
18 date is a significant event. It affects everybody,  
19 lenders and everybody there, so you certainly have  
20 to be sure that that is the case before you request  
21 one.

22 CHRISTINE MAINVILLE: Okay.

23 MIRSAD HAIRLAHOVIC: So at the first  
24 whiff of it, you -- you certainly do have a lot of  
25 obligations by -- by the client and the lenders

1 to -- to do your best before you -- you have to be  
2 very certain that you are not going to meet it  
3 before you communicate it.

4 CHRISTINE MAINVILLE: Got it. So what  
5 would have preceded that were -- you would  
6 characterize them as very aggressive schedules to  
7 try to see if it could be met.

8 MIRSAD HAIRLAHOVIC: The schedule  
9 post-sinkhole -- the plan post-sinkhole versus the  
10 plan pre-sinkhole was more challenging. I would  
11 not -- I certainly would not attempt to  
12 characterize -- it's a pretty subjective term,  
13 "aggressive," what we -- what you think aggressive  
14 is, what I think aggressive is, but certainly there  
15 was more challenges: less float, more give, all  
16 kinds of things to the schedule post-sinkhole  
17 versus pre-sinkhole.

18 CHRISTINE MAINVILLE: Okay. And  
19 there -- the schedule required manufacturing and  
20 testing to happen concurrently; correct?

21 MIRSAD HAIRLAHOVIC: Again, I think I  
22 articulated earlier that the immediate impact of  
23 the sinkhole compared with the train manufacturing  
24 and testing was, you can see that that was not --  
25 assembly of the train was not delayed because the

1 sinkhole happened, right? Those two things are  
2 totally independent. The testing, initial testing,  
3 of the trains through the burn-in track was not  
4 impacted by the sinkhole because that happened --  
5 sinkhole happened elsewhere. The final testing  
6 continuity throughout the whole system was impacted  
7 the by the sinkhole.

8 CHRISTINE MAINVILLE: Right. Did you  
9 understand, though, that Alstom and Thales had  
10 notified OLRTC that it would not be able to meet  
11 the May 2018 RSA date by the summer, at least, of  
12 2017?

13 MIRSAD HAIRLAHOVIC: Would I have been  
14 aware? I'm sorry if that was not -- I don't  
15 remember the timelines, when they sent the  
16 notifications in, what they were claiming for and  
17 all those things, right?

18 CHRISTINE MAINVILLE: Okay.

19 MIRSAD HAIRLAHOVIC: They had a  
20 contract to manage, and certainly they did that,  
21 right?

22 CHRISTINE MAINVILLE: Would you have  
23 been aware of, for instance, Alstom's recovery or  
24 mitigation plan that it would present?

25 MIRSAD HAIRLAHOVIC: Again, like in

1 the -- like I said, in our monthly Exco report, we  
2 would get a report, an update on the schedule,  
3 which would include the discussions around anything  
4 that is late, anything that is being mitigated.  
5 Any of those things would have been discussed in  
6 this form when it came up. I certainly cannot  
7 recall exact conversations that happened at that  
8 time, if you can appreciate that.

9 CHRISTINE MAINVILLE: Yes, but would  
10 the executive committee generally have been  
11 involved at that level in terms of recovery plans  
12 or determining whether to grant or deny a schedule  
13 change to Alstom?

14 MIRSAD HAIRLAHOVIC: A critical  
15 extension to a subcontract that affects the final  
16 completion or the revenue service would fall under  
17 the governance of the executive committee.

18 CHRISTINE MAINVILLE: Okay.

19 MIRSAD HAIRLAHOVIC: So in 2017, it  
20 would have been Manuel Rivaya for -- as the  
21 representative for us, and I would have been an  
22 alternate. And if -- so I mentioned earlier the  
23 re-baselining of Alstom's schedule. So Alstom came  
24 back early with the Version 5 schedule where they  
25 asked for an extension of time because they were

1 delayed. They put in the mitigation measures.  
2 That was granted. It still fit within the revenue  
3 service date even though they got a few weeks on  
4 their schedule.

5 Any subsequent schedules would have  
6 gone through the same process. There would have  
7 been an entitlement discussion, the obligation to  
8 mitigate, and then, if and when appropriate, if  
9 they were not responsible for the delays, they  
10 would have been granted a time, but Alstom was  
11 never granted an extension of time beyond revenue  
12 service by us because they were the ones  
13 responsible for the delay. So if 2017, whatever it  
14 is, that they would not be granted an extension of  
15 time.

16 CHRISTINE MAINVILLE: So I'm trying to  
17 understand how it -- because I understand that the  
18 date contractually, or from a commercial  
19 perspective, if it's Alstom's -- let's say it's  
20 Alstom's responsibility, the delay, you would not  
21 want to, contractually or commercially, give them  
22 an extension, but in terms of the reality of the  
23 schedule -- like, I'm trying to understand: What  
24 is the schedule, in fact, informed by? Is it not  
25 what -- how long it will actually take them in

1 fact, despite it being their fault, or?

2 MIRSAD HAIRLAHOVIC: I don't  
3 understand -- I really don't understand the  
4 question still. Sorry, and I'm trying to  
5 understand what is the -- what is it that -- are  
6 you asking me if Alstom has told us, We're not  
7 going to finish in time, there's no way I'm  
8 finishing in time, and here's all the full details  
9 why I'm not going to finish on time, and we said,  
10 Yes, you will, and -- so Alstom never did that. So  
11 there was never a situation like that. We were  
12 managing the schedule with Alstom. Our project  
13 team was on, what did you do today? Did you do  
14 what you said you're going to do today, and then  
15 what are we doing tomorrow? To that extent.

16 So that's why I'm just trying to say  
17 that - and I think I said it before - at some point  
18 it became about practical, let's get the job done  
19 type of deal, right? And we got involved, and that  
20 was the level of -- that was the level of -- of  
21 engaging in performances and -- you know: Hey, we  
22 were going to run the trains so many hours, so many  
23 trains today. Did we do this? Why didn't we do  
24 this? Was this train available? That's what the  
25 project team got into, right? And everybody



1 around, because, I mean, the testing and  
2 commissioning, everybody was part of it, including  
3 the City.

4 CHRISTINE MAINVILLE: Sorry, repeat the  
5 last part?

6 MIRSAD HAIRLAHOVIC: Everybody was  
7 involved with the testing and commissioning,  
8 including the City, right? Because ultimately they  
9 supply the drivers, they had part of it as -- as --  
10 so -- right?

11 CHRISTINE MAINVILLE: Okay. I guess I  
12 just have -- I'm struggling with understanding what  
13 the schedule is supposed to reflect as between the  
14 commercially agreed to dates and, you know, who may  
15 be responsible for what as opposed to the actual  
16 construction schedule that would reflect, like,  
17 when things can actually get done realistically,  
18 and I don't know where those merge or how they  
19 interact with each other.

20 MIRSAD HAIRLAHOVIC: Well, in general  
21 terms -- in general terms, the -- we have  
22 obligations to meet dates, and re-baselining of the  
23 schedules has significant implications on the  
24 contractually involved parties. That's why  
25 administration of the actual schedule is something

1 that's different than a practical schedule, and  
2 that happens all the time. So in this case, I'm  
3 sure that you have it, you have access to  
4 information on the detailed schedules leading up to  
5 revenue service showing when the revenue service is  
6 going to be accomplished. And every month there  
7 was no request for extension of time to the City by  
8 us to rebaseline the milestone or extension of time  
9 by Alstom and us not granting them.

10 I mean, like I said, at some point  
11 there's a schedule; we're not going to finish in  
12 time; here's what the schedule looks today like;  
13 what does it look tomorrow; what does it look  
14 today; what does it look tomorrow. So that's where  
15 I'm saying that -- so yeah, there's -- sometimes  
16 there is that -- we cannot continuously -- you  
17 know, the City is never going to continuously just  
18 give us -- grant us extensions of time because  
19 there's implications to that, but we were -- we  
20 were always -- there was always a working schedule.  
21 Whether it was fully aligned with the schedule  
22 that's being administered, but it was connected  
23 with the monthly schedule reporting one way or  
24 another, right? So...

25 CHRISTINE MAINVILLE: Okay. So there

1 are two schedules, or there -- but they're  
2 integrated in some --

3 MIRSAD HAIRLAHOVIC: Those are your  
4 words, not mine.

5 CHRISTINE MAINVILLE: Did RTG have  
6 concerns about the schedule in terms of it being  
7 achievable?

8 MIRSAD HAIRLAHOVIC: Certainly RTG was  
9 a critical component in the -- in the -- in getting  
10 to revenue service and their obligations leading up  
11 to the revenue service on the schedule and post  
12 revenue service. So they were part of the process  
13 all along, yes.

14 CHRISTINE MAINVILLE: But they -- I  
15 understand that they -- what they would rely on is  
16 OLRTC's schedule in terms of when the construction  
17 will be done and --

18 MIRSAD HAIRLAHOVIC: Absolutely.

19 CHRISTINE MAINVILLE: And so would they  
20 just take that and present it to the City, or --  
21 you know, or did -- or was there back and forth and  
22 some exchange with OLRTC about the schedule?

23 MIRSAD HAIRLAHOVIC: Our relationship  
24 with RTG's managed through our construction  
25 contract that speculates the obligations that we

1 have to them. So schedule submissions, we had an  
2 obligation to submit construction schedules. Any  
3 and all submissions that are -- that RTG forwards  
4 to the City on our behalf they have, and at various  
5 times they have a right to -- to -- to understand,  
6 to agree, to disagree, et cetera. What their  
7 actions are after that, also (indiscernible) by the  
8 construction contract, right? So if RTG -- if  
9 RTG -- RTG relied on us for schedule reporting, if  
10 RTG thought that something was wrong with the  
11 schedule, they would have highlighted it to us if  
12 there was such a thing, and --

13 CHRISTINE MAINVILLE: So that did not  
14 happen?

15 MIRSAD HAIRLAHOVIC: Oh, I certainly  
16 don't have -- it was not part of my mandate to  
17 understand the monthly schedule submission dates  
18 between us and RTG.

19 CHRISTINE MAINVILLE: Okay. So you're  
20 not -- you can't be certain --

21 MIRSAD HAIRLAHOVIC: No, I certainly  
22 would not be able to answer the dialogue that goes  
23 on and them understanding the schedule that's being  
24 submitted.

25 CHRISTINE MAINVILLE: Okay. How did

1 the City respond to the various delays to the RSA  
2 date or target date as further delays progressed?

3 MIRSAD HAIRLAHOVIC: Secondhand  
4 information was nobody's -- everybody was eager to  
5 get the system open. There was a lot of public  
6 pressure on the City to get the system open because  
7 people can see the trains running and not being in  
8 service, so any delays that happened to that, to  
9 revenue service target dates -- and those were the  
10 target dates. That's what I'm talking about, you  
11 know, the administration of the schedule. Those  
12 revenue service target dates then become -- as they  
13 moved around, I don't think that any party at the  
14 table was happy with, including the City.

15 CHRISTINE MAINVILLE: Were these new  
16 target dates being announced publicly?

17 MIRSAD HAIRLAHOVIC: I don't recall.

18 CHRISTINE MAINVILLE: Do you know  
19 that -- do you know if RTG would have publicly  
20 announced any, or would that be the City? Or --

21 MIRSAD HAIRLAHOVIC: I -- I -- you'd  
22 have to ask RTG, but from OLRTC, we were not  
23 announcing any work -- any dates, anything that was  
24 happening on the project. We were not.

25 CHRISTINE MAINVILLE: Okay.

1                   MIRSAD HAIRLAHOVIC: We were not making  
2 any kind of public statements or announcements or  
3 releases.

4                   CHRISTINE MAINVILLE: Okay. Aside from  
5 the risks that materialized during the project, how  
6 would you characterize the original budget? Did  
7 you see it as being a tight budget for the project?

8                   MIRSAD HAIRLAHOVIC: Well, I mean, the  
9 project, for a number of reasons, ended up costing  
10 more than the original budget was: Through  
11 evolution of design, through the impacts that  
12 happened throughout the project. On a mega job  
13 like this, when you have these significant events  
14 happen that happened and external delays, it's hard  
15 to -- I certainly am not -- for that, I am not  
16 smart enough or have not done a but-for analysis,  
17 and I don't know who can. To say that the original  
18 budget was right or wrong, we are three  
19 professional companies that have lots of years of  
20 experience, that do this stuff for a living. Not  
21 the first job we did. When we priced the job, the  
22 team put together a price that they felt it was  
23 appropriate to get the work done. The assessment  
24 of risk was done and a risk assigned to it, and we  
25 went down, and the project did not unfold as

1 planned.

2 CHRISTINE MAINVILLE: Do you have any  
3 view as to the suitability of the MSF for the train  
4 manufacturing, in hindsight? Whether it was a  
5 suitable production facility?

6 MIRSAD HAIRLAHOVIC: A true and tested  
7 assembly facility versus a newly constructed  
8 facility that was intended for maintenance of  
9 trains, not assembly of trains, is certainly --  
10 this is not the ideal scenario. However, we had a  
11 worldwide, you know, organization like Alstom that  
12 evaluated what the requirements were and -- and  
13 said that they can do it, and they signed the  
14 contract to do so. But there was no choice. If  
15 they were given a choice, I'm sure that they would  
16 have done it differently.

17 CHRISTINE MAINVILLE: And why do you  
18 say there was no choice?

19 MIRSAD HAIRLAHOVIC: The contract  
20 clearly required them to assemble the trains for  
21 the Canadian content, and there was no other way  
22 they could do it. So the City prequalified Alstom  
23 knowing that -- what facilities they had in Canada,  
24 what buildings they had. That was ultimately the  
25 path that was -- very narrow path created for that,

1 for us. Not them - us.

2 CHRISTINE MAINVILLE: Do you have any  
3 view as to what -- given Alstom's experience in the  
4 field and its expertise, do you have any view as to  
5 what might have contributed to the issues that the  
6 vehicles ultimately had, some of the breakdowns and  
7 the derailments?

8 MIRSAD HAIRLAHOVIC: Well, I mean, the  
9 derailments that are happening now, I think that --  
10 well, the root cause analysis is still not  
11 finalized, so at this stage it's very raw opinions,  
12 and the root cause will be finalized, and that will  
13 give you the true expert opinion what caused it,  
14 because there's many things that can contribute to  
15 derailment: It's a faulty part, not adhering to  
16 maintenance protocols or not having the right  
17 maintenance protocols, human error, all kinds of  
18 things. So that's why the root cause is taking a  
19 bit of time to establish really why -- why the --  
20 the failure.

21 The maintainer has raised a  
22 construction defect notification - Alstom - that  
23 there's a construction defect as the reason for the  
24 derailment and we had the suppliers who are on the  
25 other side of that, but the actual -- so again, you



1 know, there's a difference between the reality  
2 versus administering the contracts, as you said  
3 earlier, right?

4 So in this case, it's about recovering  
5 the damages for the derailment that are passed down  
6 by the City and the damages that RTM has, so hence  
7 the notifications, and everybody's notified  
8 everybody. The reality of -- of what caused the  
9 derailment and the corrective actions, that will be  
10 obviously the evidence out there to let us know  
11 what caused it. But now, at this point, it's just  
12 speculation.

13 CHRISTINE MAINVILLE: What's the  
14 construction defect that has been pointed to as  
15 having potentially contributed to one of the  
16 derailments?

17 MIRSAD HAIRLAHOVIC: That's a good  
18 question. It's certainly -- it's a construction  
19 defect associated with the bearing, the bearing on  
20 the -- a bogie that --

21 CHRISTINE MAINVILLE: Yeah.

22 MIRSAD HAIRLAHOVIC: So -- but it's --  
23 you know, when there's a construction defect  
24 notification, it's a bit broader to make sure that  
25 they don't miss anything, as far as what that is.

1 So the construction defect is -- that's why I'm  
2 saying it's a speculation that it's bearings  
3 because that's where everybody's looking. We're  
4 monitoring bearings, we -- there's more  
5 interaction with the bearings, et cetera,  
6 et cetera, but the notification for the defect is  
7 the train derailed because of the faulty train.

8 CHRISTINE MAINVILLE: Okay. And  
9 stepping back from the actual direct causes of the  
10 derailments or other breakdowns, just from a more  
11 high-level perspective, you know, what are things  
12 that you think may have contributed to perhaps some  
13 of the issues that -- or challenges that were  
14 encountered? Like, why there were so many issues  
15 on this? For instance, the maintenance facility or  
16 the labour challenges that may have been  
17 encountered by Alstom or the vehicle requirements.  
18 Do you have a sense of what made this perhaps more  
19 challenging for the vehicle manufacturer or others  
20 on the project that may have played a role more  
21 generally?

22 MIRSAD HAIRLAHOVIC: Yeah. It's a  
23 very, very complex project when it comes to the  
24 trains. I certainly am not a train expert to say  
25 this is what's wrong with this particular train,

1 but if I'm looking at it from a 10,000-foot view is  
2 that on Day 1, when Alstom was prequalified by the  
3 City to be part of our team, Alstom has never --  
4 did not have a -- this was a prototype vehicle for  
5 them, for this system and this environment.

6 I think it was further exacerbated by  
7 the initial delays to that so that they had to, you  
8 know, have the prototypes completed in the MSF and  
9 the testing done here. So, you know, it's a new  
10 train for the -- for the -- for the system, for the  
11 environment, but at the same time, this is a train  
12 manufacturer that's been operating throughout the  
13 world, so not everything is brand new to them.

14 To what level having to do this  
15 assembly -- and it's -- you know, we're talking  
16 manufacturing, but it's actually assembly of  
17 components that happens in the MSF. To what extent  
18 that contributed, to what extent the -- Alstom  
19 developing a prototype for this market and for this  
20 environment and to what extent the requirements,  
21 specific requirements, of this project agreement  
22 contributed to the final issue, I -- you know, I  
23 certainly say that all the components are there,  
24 but to what extent it was driving it...

25 CHRISTINE MAINVILLE: Am I right that

1 vehicle supply now is not necessarily taken on by  
2 the private partner? In future projects or in  
3 current projects.

4 MIRSAD HAIRLAHOVIC: Yeah, I don't --  
5 from the Canadian projects that we're involved but  
6 that are part of the portfolio of Dragados Canada  
7 that I'm overseeing is that this is the only  
8 contract that we have for the supply of trains, so  
9 we do not have any other that we are responsible  
10 for supply. We have integration and testing some  
11 trains, but ultimately it is -- is the -- the  
12 supply of the trains is with -- with the ultimate  
13 owner of the system. So examples that we had,  
14 Eglinton-Finch Project or REM, the trains are  
15 supplied by the client. Then we have the --  
16 varying interaction scope based on the different  
17 projects for those, but we don't have the train  
18 supply.

19 CHRISTINE MAINVILLE: Do you know why  
20 that is, why that seems to be more common, at least  
21 now?

22 MIRSAD HAIRLAHOVIC: Well, we certainly  
23 don't -- we certainly don't -- I think it's from an  
24 overall mitigation and a proper allocation of the  
25 risk on the -- on the -- on the contracts.

1 CHRISTINE MAINVILLE: So you would --

2 MIRSAD HAIRLAHOVIC: We --

3 CHRISTINE MAINVILLE: Yeah.

4 MIRSAD HAIRLAHOVIC: But yeah, we  
5 prefer not to be the train supplier.

6 CHRISTINE MAINVILLE: Because it's a  
7 risky business?

8 MIRSAD HAIRLAHOVIC: Yeah, it's not  
9 a -- you know, we are not -- we're not a train  
10 manufacturer, so we have a reliance on the train  
11 supplier for that end of it, so we don't -- I do  
12 not consider myself to be a train building,  
13 assembly expert. Integrating the overall system,  
14 sure. Building the infrastructure for it, sure.  
15 But the -- so therefore it's not at a proper  
16 allocation of risk.

17 CHRISTINE MAINVILLE: Okay.

18 MIRSAD HAIRLAHOVIC: Same thing for the  
19 City, what's happened with Stage 2, where they've  
20 separated the vehicle supply and the infrastructure  
21 and testing/commissioning component.

22 CHRISTINE MAINVILLE: And why is the  
23 owner better placed to manage the risk? Or is it  
24 more that just the private company doesn't want to  
25 take it on?

1                   MIRSAD HAIRLAHOVIC: Well, they have  
2 a -- they'll have -- I think that it's both. I  
3 think it's both, but where is the owner more  
4 appropriate to manage that risk? The owners  
5 ultimately have much more extensive relationships  
6 with the train suppliers, so if you take the  
7 example Metrolinx, they will have a train supplier  
8 not only for this project but for other projects.  
9 They will have those trains around for 30 years;  
10 they will get different trains, updated trains,  
11 et cetera. So there's an existing relationship  
12 that helps you in establishing that.

13                   For us, it becomes one-off. So it's  
14 much more of a -- much more of a -- we have a lot  
15 less influence over the train supplier than a  
16 client does. So it's not that they are technically  
17 better suited, but they can certainly get them to  
18 perform better if they own that because there's  
19 that motivation down the road.

20                   CHRISTINE MAINVILLE: Okay. And does  
21 it make a difference who's operating the trains?

22                   MIRSAD HAIRLAHOVIC: So in this case,  
23 the City is operating the trains? And --

24                   CHRISTINE MAINVILLE: Well, in our  
25 case, yes, in Ottawa's case.

1 MIRSAD HAIRLAHOVIC: Yeah. And in  
2 general terms, they are -- does it matter -- sorry,  
3 to which extent does it matter?

4 CHRISTINE MAINVILLE: Well, I just  
5 wonder if, for instance, as here, the City is  
6 operating the train, does that make it even more  
7 suitable for the City, the owner, to be -- to be  
8 responsible for the vehicle supply, or is that not  
9 really a consideration?

10 MIRSAD HAIRLAHOVIC: Well, I think  
11 that -- you know, that component of it certainly,  
12 again, you know, adds another layer of it, that  
13 you're actually physically operating the trains, so  
14 you certainly -- I would say that that can even  
15 further make it more reasonable for them to  
16 actually own the train supply because you're more  
17 connected with the final product and what the final  
18 product operates like, so you have certainly more  
19 control beyond just what you wrote in the contract.

20 CHRISTINE MAINVILLE: In terms of the  
21 involvement of the operator, OC Transpo, on this  
22 project, would you -- would there have been any  
23 value, from your perspective, in involving them  
24 earlier on in the design or build?

25 MIRSAD HAIRLAHOVIC: They were

1 required. They were required to be -- I wasn't --  
2 obviously I wasn't there at the onset of the  
3 contract or onset of the project, but ultimately  
4 they had critical inputs from Day 1, OC Transpo.

5 CHRISTINE MAINVILLE: Okay.

6 MIRSAD HAIRLAHOVIC: They're the ones  
7 that actually contributed to the -- to the final  
8 configuration of the train, to make sure that it  
9 met their requirements, and including the cabin  
10 layout, including the stanchions, including --  
11 et cetera. So certainly they were required to be  
12 so involved. In our view, they did not do their  
13 part in time, on time, for that.

14 CHRISTINE MAINVILLE: So was that a  
15 result of them getting involved too late, or you  
16 just think they took too long?

17 MIRSAD HAIRLAHOVIC: I think they just  
18 took too long.

19 CHRISTINE MAINVILLE: Okay.

20 MIRSAD HAIRLAHOVIC: They just -- they  
21 were not -- this was a significant project. It  
22 takes -- you know, it takes a lot of structure, a  
23 lot of coordination, a lot of quick decisionmaking  
24 to keep things moving.

25 CHRISTINE MAINVILLE: This relates to



1 the design book issue you'd mentioned earlier?

2 MIRSAD HAIRLAHOVIC: Yeah.

3 CHRISTINE MAINVILLE: Okay. Do you  
4 know why the yard ultimately was not automated?

5 MIRSAD HAIRLAHOVIC: It's not automated  
6 right now?

7 CHRISTINE MAINVILLE: Yes.

8 MIRSAD HAIRLAHOVIC: Why do we -- so  
9 the UTO is part of -- it had something to do with  
10 the Stage 2 vehicles because they need to be  
11 incorporated in that. The second component is that  
12 in order to finalize the UTO in the yard, we  
13 need -- the constructor needs -- specifically  
14 Thales needs an access to -- to trains in order to  
15 do that.

16 CHRISTINE MAINVILLE: M-hm.

17 MIRSAD HAIRLAHOVIC: And because that  
18 critical priority is to keep the revenue service  
19 going now, so the train availability is more for  
20 maintenance of the trains and actual service  
21 versus -- versus that, and because there are  
22 hustlers in the yard, so it's not a critical issue  
23 for -- for the maintainer, operator, it's just been  
24 delayed. We at OLRTC certainly wanted to get that  
25 done so we're done with it, but ultimately it is --

1 we're not the priority for that. That's all.

2 There is no other technical reason for that.

3 CHRISTINE MAINVILLE: Has it impacted  
4 the ability to make vehicles available or the speed  
5 of retrofits or manufacturing?

6 MIRSAD HAIRLAHOVIC: If it did, it  
7 would have been a -- there would have been critical  
8 pressure from and commitment from the maintainer to  
9 actually get it done because it's not -- they are  
10 not -- only we as the constructor are seeing this  
11 as a burden, and now the City is on the same page  
12 as us, so we're certainly working together to get  
13 there now.

14 CHRISTINE MAINVILLE: Sorry, only the  
15 constructor what? Sees it as --

16 MIRSAD HAIRLAHOVIC: Right now -- that  
17 was always -- for us, we don't operate the system.  
18 We don't have a -- once we achieve the revenue  
19 service, we -- it's no longer ours. We don't have  
20 the care and custody of the system, and we don't --  
21 we don't have the responsibility for the -- to  
22 maintain the revenue service. So to us, number one  
23 priority for us is -- when it comes to that is to  
24 get the UTO done, but for the system operator and  
25 the maintainer, for them, that's low on the

1 priority because their number one is maintain the  
2 service, maintain the vehicles, and then -- because  
3 that does not, in their -- obviously in their  
4 view -- and I'm paraphrasing. They didn't tell me  
5 this -- that that has no -- that doesn't have an  
6 impact as far as availability or reliability of the  
7 trains.

8 CHRISTINE MAINVILLE: Okay. In terms  
9 of the retrofits that were deferred, with the term  
10 sheet and other work to be done and completed,  
11 did -- would that have increased the pressure on --  
12 on the maintenance teams post -- following revenue  
13 service?

14 MIRSAD HAIRLAHOVIC: Well, if  
15 there's -- I'm sure that Alstom has always an  
16 understanding that like anything else that comes  
17 out -- you know, this is not a car that's coming  
18 off an assembly line that's been produced for a  
19 hundred years. There's going to be things that  
20 need to be retrofitted and so on. The extent of  
21 the retrofits that we have here, I'm certainly not  
22 the expert to say if this is more than normal or  
23 less than normal. But the management of getting  
24 those retrofits done, certainly any time you have  
25 to do something that is not maintenance or

1 operation of the train is taking away from the --  
2 from that component of it. But not every train is  
3 either maintained or operated 100 percent of the  
4 time, so there's always times where the trains are  
5 available for other things. That's supposed to be  
6 a little bit bigger than what is happening now, and  
7 that's why the retrofits are -- again, similar to  
8 UTO, non-critical retrofits are low on the priority  
9 versus getting the critical things addressed.

10 CHRISTINE MAINVILLE: And you're aware  
11 of the minor deficiencies list?

12 MIRSAD HAIRLAHOVIC: I'm aware that it  
13 exists, yes.

14 CHRISTINE MAINVILLE: Do you understand  
15 it to be -- well, where -- to be quite extensive?  
16 I mean, the -- let me put it this way: The final  
17 certificate has not -- final completion certificate  
18 has not yet been issued; correct?

19 MIRSAD HAIRLAHOVIC: That's correct.

20 CHRISTINE MAINVILLE: Is that mostly  
21 because of the minor deficiencies list or the --

22 MIRSAD HAIRLAHOVIC: Yes, they're --  
23 yeah, there are components like the -- the  
24 requirements for that, like the UTO, there's  
25 retrofits with the vehicles, those are the big

1 things. The minor deficiencies would not,  
2 certainly, drive that. There's other building code  
3 stuff. Those are things that are driving the --  
4 delaying the final completion. The deficiencies  
5 list that's been checked off and knocked off,  
6 including the warranty item list, that is an  
7 ongoing effort, right? But it's getting these  
8 critical components completed that is -- was the --  
9 and because the final completion really has no --  
10 it's much different than substantial completion of  
11 revenue service. That takes less criticality and  
12 priority by everybody, so as far as let's do  
13 everything we can to get there versus once we  
14 achieve the revenue service, everything was  
15 maintaining the revenue service.

16 CHRISTINE MAINVILLE: So these are  
17 items that mostly relate to the term sheet, then,  
18 what's outstanding --

19 MIRSAD HAIRLAHOVIC: There are some  
20 items from the term sheet, and there are some items  
21 that are just part of the normal deficiency list,  
22 like you suggested.

23 CHRISTINE MAINVILLE: Okay.

24 MIRSAD HAIRLAHOVIC: So, you know, the  
25 UTO was -- was not part of it. It is part of it

1 because it was Stage 2, and Stage 2 is disconnected  
2 from the substantial completion of Stage 2  
3 vehicles -- at -- Stage 2 -- sorry, Stage 2 MSF.

4 CHRISTINE MAINVILLE: Okay. That has  
5 delayed some of the work to be done on the Stage 1  
6 vehicles? Or --

7 MIRSAD HAIRLAHOVIC: No.

8 CHRISTINE MAINVILLE: Not just  
9 vehicles, but infrastructure?

10 MIRSAD HAIRLAHOVIC: No. It -- what --  
11 UTO, it needed to incorporate Stage 2. Stage 2 had  
12 two -- Stage 2 change order had two components to  
13 it: update to the MSF to accommodate the additional  
14 vehicles and the additional vehicles. Because the  
15 scope of work was added that impacted the automatic  
16 train control, the automatic train control was no  
17 longer a requirement only for Stage 1 but is a  
18 requirement for Stage 2, so therefore you cannot  
19 have the substantial completion requirement to have  
20 the UTO done because of the Stage 2 component, but  
21 it is part of the substantial completion, the final  
22 completion for the Stage 2 yard UTO.

23 CHRISTINE MAINVILLE: And do you recall  
24 any issues with Alstom maintenance not wanting to  
25 accept the trains based on some of the work not

1 being completed on them?

2 MIRSAD HAIRLAHOVIC: Sorry, Alstom not  
3 accepting the Stage 2 trains?

4 CHRISTINE MAINVILLE: Or not wanting to  
5 take ownership of some of the issues could be -- or  
6 some dispute, perhaps, between whether they were  
7 maintenance issues as opposed to work not being  
8 completed on the manufacturing side.

9 MIRSAD HAIRLAHOVIC: I'm trying to --  
10 trying to understand the question because the  
11 Stage 2 vehicles are supplied by Alstom.

12 CHRISTINE MAINVILLE: Not Stage 2. I'm  
13 talking about Stage 1.

14 MIRSAD HAIRLAHOVIC: Okay. Sorry.  
15 Stage 1 vehicles.

16 CHRISTINE MAINVILLE: Stage 1. Given  
17 the deferred retrofits --

18 MIRSAD HAIRLAHOVIC: Yes.

19 CHRISTINE MAINVILLE: -- at RSA, was  
20 there -- maybe let me ask the question this way:  
21 Was there any tension or dispute as between the  
22 maintainer and the constructor, given the deferral  
23 of some of this work?

24 MIRSAD HAIRLAHOVIC: Oh. I'm not sure,  
25 but I don't think that Alstom ever said that the

1 reason that the -- the reason for -- the reason for  
2 any delay is the retrofits because it is their --  
3 it's their problem, right? The retrofits are part  
4 of their requirements, right?

5 CHRISTINE MAINVILLE: Alstom globally  
6 in terms --

7 MIRSAD HAIRLAHOVIC: Yeah.

8 CHRISTINE MAINVILLE: Because they're  
9 also the manufacturer, yeah.

10 MIRSAD HAIRLAHOVIC: Yes.

11 CHRISTINE MAINVILLE: Are you aware of  
12 any tension between Alstom supply and Alstom  
13 maintenance?

14 MIRSAD HAIRLAHOVIC: The -- on paper,  
15 they tried to separate things. That's the same  
16 organization, so --

17 CHRISTINE MAINVILLE: Okay. So --

18 MIRSAD HAIRLAHOVIC: -- even though  
19 there's two contracts, there's only one Alstom  
20 entity that exists.

21 CHRISTINE MAINVILLE: So you're not  
22 aware of what, if any, tension or disputes there  
23 are internally.

24 MIRSAD HAIRLAHOVIC: I -- you know, I  
25 think that in the recent time, Alstom maintenance



1 has pointed to some defects, whether those defects  
2 are trains or infrastructure, but I think that  
3 that's -- that's strictly from Alstom's strategic  
4 contract governance. I don't think that they  
5 have -- my view is that I don't think that they  
6 have a -- it's the same -- it's in the exact -- the  
7 contract is the same -- unlike us, where our  
8 concessionaire is ACS and the constructor is  
9 Dragados, two different incorporated companies,  
10 Alstom is one, just two different contracts.

11 CHRISTINE MAINVILLE: Okay. You're not  
12 aware of, then, anyone from Alstom maintenance  
13 being brought in to meet with City representatives,  
14 including the mayor, about this issue?

15 MIRSAD HAIRLAHOVIC: From Alstom?

16 CHRISTINE MAINVILLE: Yeah.

17 MIRSAD HAIRLAHOVIC: Alstom had a seat  
18 at the table the entire revenue -- getting to  
19 revenue service. Their executives, like our  
20 executives, sat at the table, as far as in these  
21 coordinations with the City and reporting on the  
22 progress, the process, et cetera. But for both  
23 Alstom maintenance and Alstom supply, in getting to  
24 revenue service - you can appreciate there were --  
25 maintenance didn't exist - were the same people.

1 Once we started with the maintenance and the  
2 retrofits existed and the revenue service was in  
3 place or there was revenue service, the trains  
4 running, those were still the same people.

5 CHRISTINE MAINVILLE: Okay. So you  
6 have no knowledge of what I'm referencing.

7 MIRSAD HAIRLAHOVIC: I certainly don't  
8 know -- I can see Alstom saying that the things are  
9 affecting how they're able to maintain because of  
10 the train availability or requirements for the  
11 retrofits, et cetera, but I'm not sure that they  
12 would point the finger to themselves. Doesn't  
13 sound like Alstom.

14 CHRISTINE MAINVILLE: No, not to  
15 themselves, but -- sorry, I have background noise.

16 MIRSAD HAIRLAHOVIC: Okay.

17 CHRISTINE MAINVILLE: Okay. Let me ask  
18 this: When you say Alstom executives were at the  
19 table with the City for RSA, what particular  
20 meetings are you referencing?

21 MIRSAD HAIRLAHOVIC: Well, I mean every  
22 and all -- most -- at all levels, the coordination  
23 at that time was RTM, RTG, OLRTC, the City, Alstom,  
24 and where appropriate Thales. So those -- there  
25 were daily meetings at the project level, at the --

1 sorry, at the technical level, at the execution  
2 level, at the director level, and then at the  
3 executive level, as far as coordination. And  
4 reporting on -- on -- on this.

5 CHRISTINE MAINVILLE: Were these  
6 meetings in person or held remotely?

7 MIRSAD HAIRLAHOVIC: I think it was a  
8 combination of both. At times, when there was a  
9 critical -- critical message in by the City, the  
10 City certainly had no problem assembling everybody  
11 in Ottawa to -- as you suggested, when there was a  
12 reaction to something not unfolding in accordance  
13 with the plan - general updates, preparations -  
14 that representatives from the companies would fly  
15 in, including Alstom. But there was a lot of  
16 remote coordination, so I can't really recall  
17 exactly the frequency or who was on which call  
18 and... But it was certainly all hands on deck.

19 CHRISTINE MAINVILLE: And so do you  
20 recall seeing the -- Alstom's reliability reports?

21 MIRSAD HAIRLAHOVIC: No, not myself.  
22 I'm sure there's people that -- within the  
23 organization that have seen it. I've heard of it.  
24 I've heard of it, but not -- I don't know what's in  
25 it.

1 CHRISTINE MAINVILLE: And how were the  
2 trains performing in 2019 leading up to RSA? What  
3 were the types of issues that were being  
4 encountered? Or the extent of the issues, I should  
5 ask.

6 MIRSAD HAIRLAHOVIC: I guess from my --  
7 at my level, it was a dashboard of hours planned  
8 versus hours had and disruption to those hours and  
9 what are we doing to rectify that, to that extent.  
10 What the actual issues were in general terms, I  
11 certainly think that there are better people to  
12 give you more accurate information on that, like  
13 Matt Slade and Rupert and then Jacques and -- those  
14 guys.

15 CHRISTINE MAINVILLE: And I take it  
16 there were challenges in meeting -- running as many  
17 kilometres as they would have liked?

18 MIRSAD HAIRLAHOVIC: I -- in general  
19 terms, that would be my -- my summary of it.

20 CHRISTINE MAINVILLE: And are you  
21 referencing trial running, or you're referencing  
22 even a broader period of maybe full integration  
23 testing and pretrial running?

24 MIRSAD HAIRLAHOVIC: I mean, I can only  
25 articulate particular areas that our plan for

1 testing and commissioning and vehicle integration  
2 took longer than what we planned, took a different  
3 effort than we planned, and it was driven by -- by  
4 a multitude of issues. One of them certainly was  
5 having continuous availability of a train that  
6 didn't need retrofitting, that didn't need repair,  
7 that didn't shut down, stuff like that, so...

8 CHRISTINE MAINVILLE: So --

9 MIRSAD HAIRLAHOVIC: And as far as --  
10 like I say, again, and the details of that, what  
11 the actual plan is for hours in a day per train  
12 per -- you know, per test, et cetera, that  
13 granularity -- or a form of that granularity  
14 exists. There are people that are fully aware of  
15 what that is, versus the actuals, and you can  
16 appreciate that something like that would have been  
17 documented and exchanged on a daily, hourly basis.

18 CHRISTINE MAINVILLE: What was the  
19 extent of your involvement then in trial running?

20 MIRSAD HAIRLAHOVIC: Again, monthly --  
21 we had our monthly executive report. As it became  
22 more critical reading after the -- to the -- to  
23 revenue service, we had for a period of time  
24 instituted a weekly call with project  
25 representatives and executive representatives

1 between us and Alstom to get an update on the train  
2 availability type of deal, so when are the trains  
3 coming, so we're -- literally they would report on  
4 a -- what was the plan for this train this week,  
5 where is it now, is it progressing like we were  
6 supposed to type of deal, right? So to that  
7 extent, there were -- this is where it goes back  
8 to, at some point, it was about what are we doing  
9 today, what are we doing tomorrow, at kind of all  
10 levels as far as -- because the plan -- we needed  
11 to be very flexible and adjust it as things  
12 evolved.

13 CHRISTINE MAINVILLE: So was there any  
14 discussion at the executive level about the  
15 performance of the trains or the reliability of the  
16 system?

17 MIRSAD HAIRLAHOVIC: Yes.

18 CHRISTINE MAINVILLE: And what would  
19 you -- what was Alstom's position on that or what  
20 were they conveying?

21 MIRSAD HAIRLAHOVIC: I'm sure that, you  
22 know, in our arbitration with them, they probably  
23 wrote down exactly what their position is on that,  
24 but ultimately, at that time, it was -- again, it  
25 was about, hey, did this train run 4 hours like we

1 needed it to? No, it ran 3 hours. Why didn't it?  
2 Because we had to go change this thing. I mean,  
3 that's the level of -- of -- of discussions that  
4 were happening with them because there was no point  
5 of having a high-level discussion because then it  
6 becomes a who's on first. So ultimately it was  
7 about getting the thing done. Like I said, the  
8 plan for commissioning and testing that we all  
9 signed up for did not unfold as planned. It took  
10 us longer and more hours to actually get us to  
11 where we needed to get to, and ultimately we got to  
12 there were 13 trains, not 15 trains.

13 CHRISTINE MAINVILLE: Would you say  
14 that some aspects of it were compressed, though,  
15 such as the full integration testing?

16 MIRSAD HAIRLAHOVIC: Sorry, I do not  
17 understand the question.

18 CHRISTINE MAINVILLE: Do you know what  
19 I'm referencing when I say "integration testing"?  
20 In the -- and -- integration of the rolling stock  
21 with the Thales signalling system and the track,  
22 the guideway, and running the trains to test that  
23 integration, the whole system. Do you know whether  
24 that was compressed as it related to the original  
25 plans?

1 MIRSAD HAIRLAHOVIC: Well, it took  
2 us -- you know, if -- we had the RSA 16 months or  
3 18 months later than we planned. So the -- it took  
4 us where it took us at the end.

5 CHRISTINE MAINVILLE: But if you would  
6 need the entire line to run that, are you aware of  
7 how much --

8 MIRSAD HAIRLAHOVIC: No.

9 CHRISTINE MAINVILLE: -- full  
10 integration there was on the entire --

11 MIRSAD HAIRLAHOVIC: You only need --  
12 you only need the entire line to run the -- to test  
13 the entire system. Not to integrate -- not to get  
14 the train tested - to get the train control tested,  
15 and to get the train to interact with the other --  
16 train with the train control to interact with the  
17 other system. You can do heavy lifting of that  
18 work without having the entire track available.

19 CHRISTINE MAINVILLE: Okay.

20 MIRSAD HAIRLAHOVIC: That's generally  
21 the way that other projects are done as well.

22 CHRISTINE MAINVILLE: So do you know of  
23 any testing and commissioning that needs to be done  
24 on the entire line?

25 MIRSAD HAIRLAHOVIC: Well, I'm sure



1 there is, but I certainly would not be the man to  
2 answer the details of that.

3 CHRISTINE MAINVILLE: Okay.

4 MIRSAD HAIRLAHOVIC: Like, certainly  
5 like I -- what I said before is that the  
6 continuity, end to end times, interacting with the  
7 actual systems that were finished last, of course.  
8 For that, you need everything constructed. But I  
9 don't know what those -- what that -- what every  
10 test is as far as the final testing.

11 CHRISTINE MAINVILLE: Were there any  
12 concerns raised or had about the amount of time  
13 that there was to do the full running on the line  
14 and how much of that kind of testing there was?

15 MIRSAD HAIRLAHOVIC: I don't -- I don't  
16 recall if there was -- in -- my recollection is in  
17 the actual formal dispute with Alstom we had, they  
18 brought everything as a reason for the lateness but  
19 them, right? So -- they certainly pointed the  
20 finger at everything, so -- but I don't recall  
21 what -- what the actual -- the truth is, you know,  
22 something different than that, and I certainly  
23 don't know what -- what the full scope of plan was  
24 for the entire system testing versus what unfolded  
25 and what -- how critical that was to the overall

1 train quality and train reliability.

2 CHRISTINE MAINVILLE: And do you recall  
3 any conversations with Thales about that?

4 MIRSAD HAIRLAHOVIC: Myself?

5 CHRISTINE MAINVILLE: Well --

6 MIRSAD HAIRLAHOVIC: I did not have any  
7 conversations with Thales myself about that.

8 CHRISTINE MAINVILLE: Were you aware of  
9 the concerns being conveyed by Thales about the  
10 amount of running and full integration testing  
11 being done?

12 MIRSAD HAIRLAHOVIC: I certainly was  
13 not aware, but that doesn't mean that they would  
14 not have raised those concerns to the appropriate  
15 people that were dealing with that.

16 CHRISTINE MAINVILLE: Would you have  
17 been aware or the executive committee, OLRTC  
18 executive committee, been aware of, like, the  
19 results of trial running and how the trains were  
20 performing --

21 MIRSAD HAIRLAHOVIC: Yes.

22 CHRISTINE MAINVILLE: So what was the  
23 takeaway for you? How was that going?

24 MIRSAD HAIRLAHOVIC: Not as planned.  
25 We were not meeting the run times. We were not

1 meeting the reliability. We did not perceive --  
2 expect the retrofit amounts that were happening.  
3 That was our view of what we had relied on Alstom  
4 to provide to us as a product, which they -- we  
5 felt it did not.

6 CHRISTINE MAINVILLE: And so what  
7 discussions did that lead to? What was done with  
8 that information?

9 MIRSAD HAIRLAHOVIC: Well, in normal  
10 terms, we would -- you know, again, like I said,  
11 then we escalated to having the weekly calls with  
12 the executive level with them to get the commitment  
13 throughout. Alstom changed leadership on the job  
14 as well a couple -- a number of times in order to  
15 address some of the concerns that we were having,  
16 so, you know, we were certainly putting pressure on  
17 Alstom to perform and deliver in accordance with  
18 their contract and the timelines we had. You  
19 are -- this is not pouring a cube of concrete so  
20 that if you really don't like what -- the  
21 performance level, you get another person to  
22 perform it. We're kind of stuck with these trains.  
23 So we did everything in our power to push that  
24 rope.

25 CHRISTINE MAINVILLE: And so what was

1 the view as to the system's readiness for revenue  
2 service, given the performance during trial  
3 running?

4 MIRSAD HAIRLAHOVIC: What was the view?  
5 Alstom told us they're ready. The infrastructure  
6 was ready -- is ready. We had -- the collective  
7 group had everything to start the trial running.  
8 The conclusion was to open the system with 13  
9 trains to ensure that we have reliability. So  
10 ultimately nobody at the table was presented with  
11 the facts or position that the system is not ready  
12 for revenue service, but let's do it.

13 CHRISTINE MAINVILLE: So the -- that  
14 was the position of the Alstom executives, fair to  
15 say?

16 MIRSAD HAIRLAHOVIC: Absolutely.

17 CHRISTINE MAINVILLE: And when you say  
18 they were in the -- in the meetings leading to RSA,  
19 they were not part of the -- Alstom was not part of  
20 trial running; correct? Other than producing the  
21 trains for trial running.

22 MIRSAD HAIRLAHOVIC: They are a  
23 critical part of the trial running. They need to  
24 keep the trains moving.

25 CHRISTINE MAINVILLE: Right.

1 MIRSAD HAIRLAHOVIC: They give us the  
2 trains, and then they need to maintain the trains  
3 more so. Once the system is in place, the --  
4 Alstom maintenance actually has responsibility to  
5 maintain the actual system as well. So all the  
6 track right away and trains is maintained by  
7 Alstom, not just the trains. The trial --

8 CHRISTINE MAINVILLE: Would you --

9 MIRSAD HAIRLAHOVIC: -- running that --  
10 sorry?

11 CHRISTINE MAINVILLE: No, go ahead.  
12 Keep going.

13 MIRSAD HAIRLAHOVIC: What I'm saying is  
14 they're in trial run, and so they were responsible  
15 to supply the trains, they were responsible to keep  
16 the trains -- the City provided the operators, and  
17 then the collective team was -- you know, like any  
18 other, you know, trial running, there was analysis  
19 of what's -- what's -- what we need to do versus  
20 what we're doing.

21 CHRISTINE MAINVILLE: They were not  
22 part of the trial running review team?

23 MIRSAD HAIRLAHOVIC: I'm not sure what  
24 that -- what you're referring to.

25 CHRISTINE MAINVILLE: Okay. They -- do

1 you know whether they would have been aware of the  
2 trial running criteria, the requirements?

3 MIRSAD HAIRLAHOVIC: Oh, that is passed  
4 down to Alstom through the contract, yes. They  
5 would have been fully aware of what -- what the  
6 requirements of revenue service are.

7 CHRISTINE MAINVILLE: Were you -- were  
8 you aware of the trial running criteria? I'm not  
9 going to quiz you on what they are. Would you have  
10 been aware of them?

11 MIRSAD HAIRLAHOVIC: Oh, certainly.  
12 Because that's the -- so we were aware what we  
13 needed to -- that was our -- that was our dashboard  
14 as far as what does it take to get to revenue  
15 service and was -- sorry, to substantial, what does  
16 it take to get to revenue service and monitoring  
17 compliance to that would have been a part of the  
18 critical reporting to us, but I certainly don't  
19 remember now what those -- what those are. But  
20 that was --

21 CHRISTINE MAINVILLE: Do you -- sorry.

22 MIRSAD HAIRLAHOVIC: No, I'm saying  
23 that was certainly a critical piece of information.

24 CHRISTINE MAINVILLE: Do you recall a  
25 change to the criteria, then, during trial running?

1 MIRSAD HAIRLAHOVIC: Well, the term  
2 sheet changed the criteria, so... How it evolved,  
3 I don't recall right now, how do we get from the  
4 specific contract requirements to going to 13  
5 trains and measuring the performance against that.  
6 The trial running -- again, any changes to that,  
7 my -- part of my brain is firing for familiarity of  
8 something, but certainly if I was looking to get  
9 the most accurate information, I would ask Matt  
10 Slade about that.

11 CHRISTINE MAINVILLE: And was Matt  
12 Slade reporting up to the executive committee any  
13 concerns about the system's readiness for RSA or  
14 the reliability, from the perspective of the  
15 reliability of the system?

16 MIRSAD HAIRLAHOVIC: At times, yes.  
17 Nothing is -- nothing is -- nothing we do in  
18 construction and in life in general is without  
19 risk. So even with the term sheet of 13, everybody  
20 understood that we are not 100 percent guaranteed  
21 the system is going to run.

22 CHRISTINE MAINVILLE: Yeah.

23 MIRSAD HAIRLAHOVIC: But we have an  
24 obligation to be 99.9 percent, and that's where we  
25 thought we were.

1 CHRISTINE MAINVILLE: Well, would you  
2 say it was clear that the system was encountering  
3 more issues than you would have liked or expected,  
4 anticipated, at that point in time?

5 MIRSAD HAIRLAHOVIC: I was certainly --  
6 I was certainly -- it would be hard for me to say  
7 no because we end up with a term sheet that was --  
8 that is a pure evidence that the system was turned  
9 over with reduced requirements than what the  
10 contract's revenue service requirements were.

11 CHRISTINE MAINVILLE: Right. Is it  
12 fair to say --

13 MIRSAD HAIRLAHOVIC: And --

14 CHRISTINE MAINVILLE: Oh, sorry, go  
15 ahead.

16 MIRSAD HAIRLAHOVIC: I was going to say  
17 and it wasn't because, okay, we'll just be more  
18 conservative and going down to these trains because  
19 we are 100 percent -- it's about establishing  
20 the -- you know. Like I said, it's just -- it's  
21 purely driven by the -- by the trial running  
22 that's -- the conclusion was to open the system  
23 with 13 trains and measure against that.

24 CHRISTINE MAINVILLE: Do you recall a  
25 reduction to the average kilometres -- the



1 performance in terms of the kilometres run that had  
2 to be met during trial running, so a drop from  
3 98 percent to 96 percent? Is it that ring a bell?

4 MIRSAD HAIRLAHOVIC: Well, I certainly  
5 do recall conversations and recommendations by the  
6 team, what was the -- what's the normal accepted  
7 practice versus what's in this contract, et cetera,  
8 and -- that led up to those conversations.

9 CHRISTINE MAINVILLE: Okay.

10 MIRSAD HAIRLAHOVIC: But certainly the  
11 details behind it and what the actual facts show --  
12 so certainly there were those conversations. It  
13 was always about, yes, we have obligations in the  
14 contract, and -- but also there was always a  
15 conversation what makes sense, what is the industry  
16 standard, what is the practice, and it was --  
17 sometimes it was difficult to close the gap between  
18 the two.

19 CHRISTINE MAINVILLE: Right. Did you  
20 understand there to be a change in the -- in how  
21 the project agreement was going to be interpreted  
22 in regards to trial running?

23 MIRSAD HAIRLAHOVIC: I don't recall  
24 that. Again, I think that -- maybe there are  
25 others that can testify to that much better than I

1 can. I don't recall.

2 CHRISTINE MAINVILLE: Do you remember  
3 any change to the -- the notion of 12 consecutive  
4 days of trial running?

5 MIRSAD HAIRLAHOVIC: I have a  
6 recollection of those events, but certainly I  
7 don't -- don't remember the full details of it, as  
8 far as going from the number of days that are  
9 required for the full trial running versus what we  
10 ended up with. But it was all connected with --  
11 like I said, it was all connected with the start of  
12 the testing, commissioning, running the trains to  
13 get the system proven, so...

14 CHRISTINE MAINVILLE: What do you mean  
15 by that?

16 MIRSAD HAIRLAHOVIC: I'm just saying  
17 that, ultimately, there's a reason that we went  
18 down to 12 -- there's a reason we went to 13  
19 trains.

20 CHRISTINE MAINVILLE: Yeah.

21 MIRSAD HAIRLAHOVIC: You know, that's  
22 all I meant by it. It's nothing --

23 CHRISTINE MAINVILLE: Okay. So it's  
24 fair to say that everybody -- it was clear to  
25 everybody that it wouldn't be a flawless entry into

1 service. Like, there would be some issues and  
2 kinks going into service. Is that fair to say?

3 MIRSAD HAIRLAHOVIC: I don't think even  
4 that on Day 1 signing the contract that everybody  
5 thought that on Day 1 this is going to be a  
6 perfect, flawless system. What we could not  
7 comprehend at that time, even in the days before  
8 revenue service - at least not myself - is what the  
9 extent of those would be based on -- based on  
10 the -- based on the opinion and position from our  
11 train supplier, based on -- you know, based on the  
12 testing that led up to it and everything, so...

13 CHRISTINE MAINVILLE: Was it understood  
14 that there would be increased reliance or pressure  
15 on maintenance, that maintenance had to be better  
16 prepared than maybe a -- it would need to be in  
17 normal circumstances?

18 MIRSAD HAIRLAHOVIC: I certainly -- you  
19 know, maybe others do, but I certainly can't say  
20 that my opinion is that additional maintenance was  
21 required. There was added retrofit work to be  
22 done, but as far as what the maintenance -- what  
23 the correct amount of maintenance was supposed to  
24 be versus what was happening, I don't know if that  
25 was a different effort, a bigger effort, smaller

1 effort, right? I certainly am not a maintenance  
2 expert.

3 CHRISTINE MAINVILLE: Okay. So was  
4 there any context to, you know, Alstom's position  
5 being, We're ready? Like, what did you understand  
6 that to mean really? You know, that there would be  
7 no issues, or that there would be issues, but we'll  
8 be able to manage them on the maintenance side?  
9 Like what -- or was that not clear to you?

10 MIRSAD HAIRLAHOVIC: Trying to --  
11 sorry, are you asking me if Alstom was telling us  
12 they were not ready? Alstom was saying that they  
13 were ready.

14 CHRISTINE MAINVILLE: No, but what did  
15 that mean, and did they elaborate on what that  
16 meant?

17 MIRSAD HAIRLAHOVIC: Alstom were ready.  
18 They signed up for the Stage 2 contract. All the  
19 things that required them to -- to get the Stage 1  
20 fleet in the space of retrofits, maintenance of  
21 Stage 1 fleet, construction of Stage 2 fleet and  
22 all those things, they -- they certainly did not  
23 tell us that either one of those things is  
24 detrimental to the success of revenue service  
25 running and reliance on that. They certainly stood

1 behind their fleet as a fleet that is going to  
2 perform and is performing.

3 CHRISTINE MAINVILLE: Was there any --  
4 ever any discussion of a soft start or a  
5 progressive start to operations?

6 MIRSAD HAIRLAHOVIC: I wasn't part of  
7 any direct discussions around that with the City,  
8 but there certainly were a number of discussions  
9 around that topic.

10 CHRISTINE MAINVILLE: To your  
11 understanding?

12 MIRSAD HAIRLAHOVIC: My understanding  
13 was that recommendation was that it makes sense.  
14 Industry standard practice is to have a soft  
15 rollout. My understanding is that the City was  
16 certainly never going to accept that. The City  
17 publicly stated that they were going to have 15  
18 trains on Day 1, and that was the only thing they  
19 were going to hold the contractor responsible for,  
20 and they led by that, so they -- they did not want  
21 to revise the terms of the system operation and  
22 maintenance to -- for a soft rollout.

23 CHRISTINE MAINVILLE: Would there have  
24 been any expectation of full payment by the City if  
25 there had been a softer start?

1 MIRSAD HAIRLAHOVIC: From my  
2 understanding is that the City's position was that  
3 they were going to gauge performance based on the  
4 criteria in the contract, which is 15 trains and so  
5 much reliability. So if you have a soft rollout,  
6 very quickly you have no payments if you're running  
7 with a much reduced fleet, hence the term sheet  
8 that speculated 13 trains and measuring against 13  
9 trains for the payment purposes. So if you had a  
10 soft rollout before that, you would have been  
11 running the system with the passengers, and really  
12 the RTM and RTG would not be collecting any  
13 payments from the City -- well, I don't know what  
14 amount, but I'm pretty sure it would be nothing  
15 because very quickly, based on the requirements of  
16 train availability and running, you would -- any  
17 soft rollout would not make sense, so you were  
18 better off just -- you know.

19 CHRISTINE MAINVILLE: Trying.

20 MIRSAD HAIRLAHOVIC: Trying.

21 CHRISTINE MAINVILLE: Would it be --  
22 would -- well, so would it be the City  
23 completely -- like, would there be a renegotiation  
24 of -- perhaps of the deductions, or you're saying  
25 OLRTC would expect full payment -- or not OLRTC but

1 RTG would expect full payment despite not running  
2 at full capacity?

3 MIRSAD HAIRLAHOVIC: I don't --  
4 certainly I'm not on their executive board. I'm  
5 not sure what their expectations were. I think it  
6 may be a question to ask them, but it would be -- I  
7 don't think that it would be -- that they would ask  
8 for a full payment like they're running 15 trains,  
9 but probably -- maybe -- maybe prorated to the  
10 number of trains that they were running.

11 CHRISTINE MAINVILLE: And do you  
12 know -- do you have any sense of when these  
13 discussions might have taken place about a soft  
14 start proposal, like to -- and was it at different  
15 points in time?

16 MIRSAD HAIRLAHOVIC: I think the topic  
17 was approached at different points in time, brought  
18 up by different parties. Certainly would have  
19 been -- not sure the exact times. Like I said, I  
20 wasn't part of the discussions except for getting  
21 the general feedback in our monthly updates, where  
22 things are, but it would have been obviously  
23 between -- sometime between the start of testing,  
24 trial running, and the actual revenue service  
25 achieved.

1 CHRISTINE MAINVILLE: Okay. Do you  
2 know if OLRTC -- well, OLRTC had the obligation to  
3 maintain the system before RSA; correct?

4 MIRSAD HAIRLAHOVIC: Yes.

5 CHRISTINE MAINVILLE: And do you know  
6 to what extent that was being done, given all of  
7 the other constraints on scheduling and testing and  
8 all of the activities happening?

9 MIRSAD HAIRLAHOVIC: We met all of our  
10 obligations in constructing and maintaining the  
11 system that we had.

12 CHRISTINE MAINVILLE: So you would say  
13 the system was handed over in good maintenance  
14 condition, in properly maintained conditions?

15 MIRSAD HAIRLAHOVIC: It certainly would  
16 have been part of the reporting by the project team  
17 to us. I was not the maintainer myself, but those  
18 requirements, those obligations, were part of  
19 the -- the project scope, so...

20 CHRISTINE MAINVILLE: And how was the  
21 start of service coordinated as between OLRTC and  
22 RTM?

23 MIRSAD HAIRLAHOVIC: Sorry. Can you  
24 elaborate on that question?

25 CHRISTINE MAINVILLE: Well, in terms of



1 the -- I would expect that there has to be a lot of  
2 transfer of information from OLRTC to RTM to allow  
3 them to properly maintain the system, to understand  
4 the -- everything about the -- the -- well, not  
5 everything, but various information about the  
6 designs and whatnot.

7 MIRSAD HAIRLAHOVIC: Okay.

8 CHRISTINE MAINVILLE: Was that -- was  
9 there an ability to get that done sufficiently?

10 MIRSAD HAIRLAHOVIC: Yeah. So RTM and  
11 RTG had an insight and input on the -- this -- on  
12 the system as it was being designed, constructed,  
13 and commissioned. So they certainly were part of  
14 it. They were further then governed by an  
15 interface agreement between OLRTC and RTM for --  
16 for certain, you know, requirements, and that  
17 interface agreement included our construction  
18 contract, but RTG actually has some different  
19 requirements than the project agreement with the  
20 City where RTM needs that.

21 So certainly system design and system  
22 construction, system achieving the substantial  
23 completion, they were a critical part of agreeing  
24 that the system was designed and constructed in  
25 accordance with the project agreement. There's a

1 period where they were critically involved with --  
2 with the testing and commissioning in order to get  
3 themselves up to speed, and then there was a period  
4 of time where we were there. You know, even in the  
5 plan, you know, still -- you always anticipate  
6 after substantial completion there will be some  
7 deficiencies and having a presence and coordination  
8 as far as getting the system running, the system  
9 operating, and addressing any deficiencies,  
10 warranty items, defects that come up, et cetera.  
11 So we were between that and the final completion.

12 CHRISTINE MAINVILLE: Would there ever  
13 be any -- given the interface agreement between  
14 OLRTC and RTM --

15 MIRSAD HAIRLAHOVIC: Yes.

16 CHRISTINE MAINVILLE: -- and the fact  
17 that they're effectively the same companies,  
18 largely, would there ever be -- would RTM ever take  
19 on more than it normally would because -- because  
20 of the partnership with OLRTC and the interface  
21 agreement so that it would take -- it takes some  
22 load off OLRTC and takes it onto the maintenance  
23 side?

24 MIRSAD HAIRLAHOVIC: You don't know  
25 these guys. These guys are actually opposite. We

1 have a very -- it's -- and surprisingly, you know,  
2 its parents are the same companies, but it's --  
3 because we have a -- we have a different skill set  
4 and different things we contribute to this, so  
5 there's certainly a very thorough and strict  
6 adherence requirement from RTM and RTG to us,  
7 including -- and then us to what we need to provide  
8 to them as the final product. So if at any point  
9 RTM or RTG would -- RTM would take on a certain  
10 component of what OLRTC is responsible for, it  
11 would be like anything else: There would be a  
12 commercial resolution, and there would be a  
13 transfer of funds for that, the same thing as they  
14 would have with the City.

15 So RTM certainly did not take on  
16 anything from us. An example of something that RTM  
17 took on as part of the term sheet -- I'm not sure  
18 you're aware that we had spotters to monitor the  
19 train doors because of the cameras, so Ottawa LRTC  
20 actually was -- we were paying for those people  
21 even though RTM was managing the actual people that  
22 were there, but we were paying for that. So that  
23 was a term sheet item that was transferred to be  
24 done post substantial completion -- post revenue  
25 service, I should say, sorry, but ultimately is --

1 there is a very clear commercial agreement between  
2 us and RTM that's not how that's going to be  
3 handled and who has the responsibility. So we took  
4 the responsibility towards the -- to resolve the  
5 issue. They were managing the spotters because  
6 they were operating the system, but we were paying  
7 for the actual spotters.

8 CHRISTINE MAINVILLE: Do you have a  
9 view as to whether RTM was ready for RSA, whether  
10 at the time or in hindsight?

11 MIRSAD HAIRLAHOVIC: Do I have a view  
12 if they were ready? They certainly said that they  
13 were ready, and I certainly was not there to  
14 evaluate what that -- their obligations were,  
15 whether they were met, so I certainly can't give  
16 you an opinion on that.

17 CHRISTINE MAINVILLE: Okay. What about  
18 the operator? Would you have any insight into  
19 their level of preparedness?

20 MIRSAD HAIRLAHOVIC: Well, both of them  
21 had an extra 16 months to get ready because the  
22 revenue service is late, so I don't think that  
23 either one is -- is -- you know, so I would hope  
24 that they were, but I'm sure that -- you know, I  
25 know that they were struggling with -- with -- with

1 the drivers and getting the drivers training and  
2 all those things, right? There were struggles  
3 getting them in the trains and all kinds of things  
4 through -- through the testing and commissioning  
5 period, right? But it's a very convoluted process,  
6 so it's hard to say who's ready and who's not ready  
7 when you're ultimately still trying to prove the  
8 trains.

9 CHRISTINE MAINVILLE: Okay. Is it fair  
10 to say that OLRTC rapidly demobilized following  
11 RSA?

12 MIRSAD HAIRLAHOVIC: It's been a while,  
13 and I still have a lot of people out there now, so  
14 I don't know -- who told you that we scattered?

15 CHRISTINE MAINVILLE: I don't tell.

16 MIRSAD HAIRLAHOVIC: Not -- it's not  
17 true.

18 CHRISTINE MAINVILLE: Okay. So you  
19 think OLRTC still has sufficient resources and a  
20 presence to fulfill their obligations following  
21 RSA?

22 MIRSAD HAIRLAHOVIC: I think that OLRTC  
23 had more resources through revenue service and post  
24 revenue service than what the initial plan was.

25 CHRISTINE MAINVILLE: In terms of --

1 there was quite -- am I right that there was quite  
2 a change to the management team at OLRTC in the  
3 summer of 2018, after the original RSA date was  
4 missed?

5 MIRSAD HAIRLAHOVIC: What -- which  
6 change do you mean?

7 CHRISTINE MAINVILLE: Well, for  
8 instance, is it right that Joe Manconi was brought  
9 in; Matt Slade, I think? There were changes at the  
10 project director level, and then Jacques Bergeron  
11 left at the end of the summer?

12 MIRSAD HAIRLAHOVIC: After the revenue  
13 service.

14 CHRISTINE MAINVILLE: After the  
15 original revenue service date was missed. I guess  
16 my question is was there a change in direction at  
17 that point in time, or was this just kind of  
18 happenstance?

19 MIRSAD HAIRLAHOVIC: Matt Slade was --  
20 he was involved with the project before -- after  
21 the first -- original RSA date was missed; correct?

22 CHRISTINE MAINVILLE: Sorry, I  
23 missed -- he was what?

24 MIRSAD HAIRLAHOVIC: I'm asking you a  
25 question. So you said that Matt Slade was brought

1 in when the original RSA date was missed. I -- he  
2 was involved with the project --

3 CHRISTINE MAINVILLE: Oh, he was  
4 involved before, but he became... Sorry, I think  
5 you're right. It was before -- he was systems  
6 director as of April 2018, and then he only became  
7 project director in July 2019.

8 MIRSAD HAIRLAHOVIC: That's right.

9 CHRISTINE MAINVILLE: Okay.

10 MIRSAD HAIRLAHOVIC: So he is -- so he  
11 was involved. He was -- he was the systems  
12 director because ultimately he had -- he was  
13 brought in as the person with the -- with the right  
14 train experience. Rupert Holloway, who was Exco  
15 representative for SNC leading up to his  
16 appointment as the project director, was appointed  
17 project director, and he ran the project for a  
18 period of time. He ran it -- I can't recall now.

19 Rupert Holloway resigned from SNC and  
20 moved back to Australia. That's when Matt Slade  
21 was appointed as the project director, and the  
22 reason it was Matt Slade and not some other person  
23 appointed - we've got other candidates - is because  
24 Matt Slade -- at that time, it was about trains -  
25 train testing, train commissioning - and he was the

1 right person for that. Same reason we made a  
2 change to have Rupert there, we make adjustments to  
3 leadership to adjust to where we are currently in  
4 the project. So at that time, Matt Slade was the  
5 right person. Matt Slade was already leading this  
6 whole train system testing/commissioning under  
7 Rupert's leadership, so when Rupert left, that was  
8 really the key and critical component, so that's  
9 why the change.

10 CHRISTINE MAINVILLE: Okay. So there  
11 wasn't a -- was there a change in tone or direction  
12 in terms of, you know, we've missed the first RSA  
13 date, and --

14 MIRSAD HAIRLAHOVIC: No, no, that --  
15 certainly those two things are not connected.  
16 There was no...

17 CHRISTINE MAINVILLE: Were the changes  
18 to the payment milestones related to the financial  
19 strain that OLRTC would have been under?

20 MIRSAD HAIRLAHOVIC: The changes to  
21 payment milestones were just based on the -- based  
22 on the -- how the work was progressing. I mean, at  
23 the end of the day, we progressed -- we progressed  
24 the work and the payment accordingly to how the  
25 plan was being revised, so that had enough



1 flexibility to allow for that, but certainly not --  
2 not driven because of the overruns. Driven by many  
3 other factors, don't get me wrong. This is not  
4 overruns because -- it's not because it's costing  
5 us more to do the same thing. Things have changed  
6 for us.

7 CHRISTINE MAINVILLE: Do you recall any  
8 issues with the testing of Thales's systems and  
9 OLRTC believing that it didn't have the right  
10 staff, testing staff, on site?

11 MIRSAD HAIRLAHOVIC: I... I mean, I  
12 don't recall exactly the -- you know, who was not  
13 the right and who was the right person, but  
14 certainly we -- we expected everybody to continue  
15 to perform, and if we saw that something was not --  
16 something or somebody was not, we certainly were  
17 looking for a resolution to that, and that included  
18 the -- everybody in all. So Thales had -- yeah,  
19 Thales had -- we wanted everybody to give this  
20 critical attention because things were changing and  
21 evolving, so we certainly brought in Thales's  
22 leadership to commit to that and work with us and  
23 get the right resources there if they were not.  
24 Because they're -- yeah, they needed to reinforce  
25 the team to address the -- how we were actually

1 doing the work.

2 CHRISTINE MAINVILLE: So we didn't talk  
3 much about the interface with Thales, but --  
4 interface between OLRTC and Thales. Were there any  
5 significant challenges there?

6 MIRSAD HAIRLAHOVIC: Sorry, what do you  
7 mean by "challenges"?

8 CHRISTINE MAINVILLE: Well, I would  
9 say -- let's focus it. Anything that may have  
10 impacted the -- their work and the -- their system  
11 at the end of the day, the reliability of their  
12 system?

13 MIRSAD HAIRLAHOVIC: Oh. Overall, I  
14 would categorize as Thales performing -- meeting  
15 their performance requirements on this project.  
16 Thales was -- we didn't expect the first version of  
17 the software to be the final version of the  
18 software. That's part of the -- what they do, with  
19 the train software. No. In this -- in that world,  
20 not everything happens on the first try but as part  
21 of the process.

22 Thales certainly -- they've had  
23 enough -- they showed enough flexibility to adjust  
24 to the schedules and adjust to the testing. They  
25 were also -- tried to ask for additional

1 compensation for that, and they were granted that,  
2 so when we as OLRTC evaluated that somebody was  
3 entitled to it, you know, they were granted an  
4 extension of times and changes accordingly to  
5 accelerate, to mitigate, to -- and so on, so... So  
6 certainly Thales was a critical part of getting to  
7 revenue service, and we treated them as such.

8 CHRISTINE MAINVILLE: Do you have any  
9 sense of whether any of the issues that were later  
10 encountered with the system have to do with the  
11 signalling system or the integration of it with the  
12 other systems?

13 MIRSAD HAIRLAHOVIC: I mean, there  
14 was -- to my recollection, there were the software  
15 versions that needed to be updated as we were  
16 coming to the revenue service. They were part of  
17 it too, right? But Matt Slade, again, can more  
18 critically answer this correctly, but I don't  
19 believe -- my recollection is that they were not --  
20 I know that they were not the critical driver in  
21 when the revenue service is going to be achieved.

22 CHRISTINE MAINVILLE: Okay.

23 MIRSAD HAIRLAHOVIC: But they were a  
24 critical component within it.

25 CHRISTINE MAINVILLE: Do you have any

1 view as to the reliability of the system going  
2 forward in terms of whether -- what your  
3 expectations are in terms of the system at this  
4 point in time?

5 MIRSAD HAIRLAHOVIC: Well, I -- right  
6 now, my understanding is the system is -- they're  
7 meeting the requirements, whatever the requirements  
8 are now for that. I anticipate that things will  
9 only improve as they go along. I can't see it  
10 taking a step back. Certainly, I think that that's  
11 the expectation from the -- this is just a  
12 conversation that we're having with RTM, RTG and so  
13 on, and so certainly that's the expectation and  
14 that's what they're striving for, that the system  
15 will -- will and continues to improve going  
16 forward, and I think that they have that commitment  
17 from Alstom as well, so...

18 CHRISTINE MAINVILLE: Is there anything  
19 looking back that you would change in terms of how  
20 the project was managed?

21 MIRSAD HAIRLAHOVIC: By?

22 CHRISTINE MAINVILLE: Anybody, but  
23 let's start with OLRTC.

24 MIRSAD HAIRLAHOVIC: It's hard to say  
25 that I would change how we managed it because when

1 you are in the thick of it -- that's why I always  
2 have a problem with the but-for analysis of  
3 schedules, when you're in the thick of it versus  
4 what happens at the end. We certainly will take  
5 this and go forward as a business to make sure  
6 that, you know, we don't repeat the same things  
7 that we could have done better and that we did  
8 better, right? So, you know, bring in a sampling  
9 board or something like that, that would be  
10 something that you would probably do earlier and  
11 make sure that that's concluded. Because,  
12 ultimately, they delivered what they had to do - it  
13 just cost us a lot more money than what it should  
14 have. So that's a more of a financial thing  
15 versus...

16 CHRISTINE MAINVILLE: What do you mean  
17 by a sampling board?

18 MIRSAD HAIRLAHOVIC: Well, the --  
19 recognizing clearly very early where the gaps are  
20 and getting the critical conversation out of the  
21 way with EJV to close that gap as far as safety  
22 assurance components, right? So ultimately we did  
23 it, but we did it with another party that was  
24 brought in when they were brought in, and, you  
25 know, when you do that, you certainly pay a very

1 high premium to get the same work done that you  
2 could have done. So that's just a -- you know, but  
3 like I said before, you know, if -- this joint  
4 venture certainly had requirements for this  
5 project, and we did not shy to meet our  
6 obligations, and that meant that we extensively  
7 resourced the job, and we spent a bunch of money  
8 that -- to mitigate everybody's issues because we  
9 were the only ones ultimately reacting to  
10 everything. That's what we did.

11 I think from the City point of view,  
12 they certainly... Well, I think that they needed  
13 to have a stronger organization and more  
14 decisionmaking at their -- OC Transpo and that  
15 level. They -- this was the first and probably the  
16 only PPP project they've done, so I don't know if  
17 they're going to do another one, but... Yeah. No  
18 decision on these projects is worse than a wrong  
19 decision, and I say that's the critical component  
20 that was missing from the City.

21 CHRISTINE MAINVILLE: So that they were  
22 delayed in their decisionmaking?

23 MIRSAD HAIRLAHOVIC: Yes.

24 CHRISTINE MAINVILLE: And do you  
25 attribute that to a lack of experience on this type

1 of project?

2 MIRSAD HAIRLAHOVIC: Absolutely.

3 CHRISTINE MAINVILLE: And when you talk  
4 about that, is that mostly relating to the design  
5 book, or do you have other things in mind?

6 MIRSAD HAIRLAHOVIC: No, I mean, we  
7 really -- you know, any critical issues that  
8 were -- any critical issues that were not important  
9 to the City they just did not resolve. So we have  
10 a number of critical commercial issues, but the  
11 decisionmaking on fare gates, the decisionmaking on  
12 the ash wood, the decisionmaking on the design  
13 book, the decisionmaking for those things,  
14 everything was delayed because you had to satisfy  
15 everybody versus -- so it was popular opinion  
16 versus what's the right thing to do and force the  
17 issues. All those things delayed and impacted the  
18 construction, and for no -- and ultimately,  
19 without -- it was always a cautious approach. It's  
20 not to take responsibility for the issue or to --  
21 sorry, to admit responsibility for it, and that,  
22 you know, further then delayed the resolution of  
23 critical components.

24 CHRISTINE MAINVILLE: Okay. I have no  
25 other questions, unless there's anything else you

1 want to add, but my colleague Mr. Imbesi may have a  
2 few follow-up questions.

3 ANTHONY IMBESI: No, I don't. Thanks,  
4 Christine.

5 CHRISTINE MAINVILLE: Anything you want  
6 to follow up on, Kartiga?

7 KARTIGA THAVARAJ: Nothing from me, no.

8 CHRISTINE MAINVILLE: Great. Did you  
9 have other thoughts, lessons learned that you  
10 wanted to share, or things I may not have asked  
11 about that you think we should know?

12 MIRSAD HAIRLAHOVIC: I think we covered  
13 it in 3 and a half hours, so...

14 CHRISTINE MAINVILLE: Well, then I'm  
15 letting you go early. We can go off record.

16 -- Concluded at 12:29 p.m.

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1 REPORTER'S CERTIFICATE

2  
3 I, JOANNE A. LAWRENCE, Registered  
4 Professional 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 Dated this 5th day of May, 2022.

17 

18  
19 \_\_\_\_\_  
20 NEESONS, A VERITEXT COMPANY

21 PER: JOANNE LAWRENCE, RPR, CSR

22 COURT REPORTER  
23  
24  
25

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