

Ottawa Light Rail Commission

Alex Turner
on Thursday, May 12, 2022



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6	OTTAWA LIGHT RAIL COMMISSION
7	OLRT CONSTRUCTORS - ALEX TURNER
8	MAY 12, 2022
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12	--- Held via Zoom Videoconferencing, with all
13	participants attending remotely, on the 12th day of
14	May, 2022, 2:00 p.m. to 3:48 p.m.
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1 COMMISSION COUNSEL:

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3 Fraser Harland, Litigation Counsel Member

4 Mark Coombes, Litigation Counsel Member

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7 PARTICIPANTS:

8
9 Alex Turner, OLRT Constructors

10 Kartiga Thavaraj, Paliare Roland Rosenberg

11 Rothstein LLP

12
13 ALSO PRESENT:

14
15 Joanne Lawrence, Stenographer/Transcriptionist

16 Chris Delic, Virtual Technician

1 -- Upon commencing at 2:00 p.m.

2 FRASER HARLAND: So, Mr. Turner, my
3 name is Fraser Harland, and I'm joined by my
4 colleague, Mark Coombes. We're both counsel for
5 the Commission. I'm going to start by just laying
6 out some of the parameters for the interview today
7 and then we can jump into some questions.

8 So the purpose of today's interview is
9 to obtain your evidence under oath or solemn
10 declaration for use at the Commission's public
11 hearings, and this will be a collaborative
12 interview such that my cocounsel, Mr. Coombes, may
13 intervene to ask certain questions. If time
14 permits, your counsel may also ask follow-up
15 questions at the end of the interview.

16 This interview is being transcribed,
17 and the Commission intends to enter this transcript
18 into evidence at the Commission's public hearings,
19 either at the hearings or by way of procedural
20 order before the hearings commence. The transcript
21 will be posted to the Commission's public website,
22 along with any corrections made to it, after it is
23 entered into evidence.

24 You will be given the opportunity to
25 review your transcript and correct any typos or

1 other errors before the transcript is shared with
2 the participants or entered into evidence, and any
3 non-typographical corrections made will be appended
4 to the transcript.

5 Pursuant to Section 33(6) of the Public
6 Inquiries Act, 2009:

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

23 And as required by 33(7) of that act, you are
24 hereby advised that you have the right to object to
25 answer any question under Section 5 of the Canada

1 Evidence Act.

2 So to start, I'm just going to bring up
3 a document that I think you'll be familiar with,
4 which is the CV that was transmitted to us by your
5 counsel. If we can bring that up. Do you
6 recognize this document, Mr. Turner?

7 ALEX TURNER: I do.

8 FRASER HARLAND: And you affirm that it
9 is accurate?

10 ALEX TURNER: I'm assuming it's been
11 unchanged since the time that I submitted it, yes.
12 I can only see the first page.

13 FRASER HARLAND: So, madam reporter,
14 we'll enter that as Exhibit 1.

15 EXHIBIT 1: CV of Alex Turner

16 FRASER HARLAND: And if we can go down
17 to the second page of the CV, the top half of the
18 second page. So we see that from April 2013 to
19 April 2017, you were working for OLRTC as the
20 contract manager for vehicle and train control; is
21 that right?

22 THE WITNESS: That's correct.

23 FRASER HARLAND: And just so I
24 understand, was SNC your employer at this time or
25 OLRTC? How did this work?

1 ALEX TURNER: OLRTC, being an
2 unincorporated joint venture, had no employees of
3 its own, so I was an SNC-Lavalin employee seconded
4 to the project in a dedicated role.

5 FRASER HARLAND: And I know we have a
6 description in this CV, but could you explain the
7 role of a contract manager for vehicle and train
8 control just at a high level for us.

9 ALEX TURNER: The contract manager was
10 primarily an administrative role, which
11 administered both the contract for the vehicle
12 supply and for the train control supply, and any
13 activity which involved the coordination of
14 activities integrating the two, I took on the role
15 of coordinating those activities, although they
16 would be led by technical teams.

17 FRASER HARLAND: Okay. And who would
18 you have reported to in this role?

19 ALEX TURNER: In this role, I reported
20 to the commercial director.

21 FRASER HARLAND: The commercial
22 director?

23 ALEX TURNER: Yes.

24 FRASER HARLAND: And who was that
25 during the time that you were on the project in

1 this role?

2 ALEX TURNER: At that period of time,
3 it would have been Mr. Paul Tétreault.

4 FRASER HARLAND: Okay. And so you said
5 you were administering contracts for both the
6 vehicle and for the train control, so that would
7 have been with Alstom and with Thales; is that
8 right?

9 ALEX TURNER: That's right.

10 FRASER HARLAND: And did you have a
11 role in managing any other subcontracts, or were
12 those the two?

13 ALEX TURNER: Those were my primary
14 roles. There was a support that I was granted --
15 so you asked me who my direct report was. That was
16 to the commercial director. I was also dotted line
17 to procurement, and I helped procurement award the
18 SCADA contract, as it says here, because there was
19 insufficient bandwidth at the time to proceed with
20 the bidding process for a SCADA supplier, so I
21 supported procurement in that activity. That's the
22 only other contract I was involved with.

23 FRASER HARLAND: Okay. And who would
24 have taken over from you in April 2017, when you
25 changed roles? Do you know that?

1 ALEX TURNER: I don't for sure.

2 FRASER HARLAND: Okay. And then if we
3 can go up back to the first page of your CV, in
4 April 2017 you transition to the light rail
5 contracts manager/supply chain manager at Rideau
6 Transit Maintenance; is that right?

7 ALEX TURNER: Correct, yes.

8 FRASER HARLAND: And --

9 ALEX TURNER: At that point, I have to
10 resign from SNC-Lavalin, and I became an employee
11 of RTM.

12 FRASER HARLAND: Okay. And what was
13 the decision -- was that OLRTC's decision? Your
14 decision? What was the decision to make that
15 change from OLRTC to RTM in April 2017?

16 ALEX TURNER: It was just timely. When
17 I was recruited by SNC-Lavalin to join the project,
18 I wasn't interested in coming to a project that
19 only had a 5-year shelf life, so I expressed an
20 interest in being involved with the maintenance
21 organization at the appropriate time, and in
22 coordination with speaking with the maintainer, it
23 seemed around April 2017 may be the right time for
24 the transition.

25 FRASER HARLAND: And can you explain

1 this role at a high level for us as well. We'll
2 talk about the details later, but just a general
3 description would be helpful.

4 ALEX TURNER: So the primary function
5 at RTM was to come in and, with the exclusion of
6 the Alstom subcontract, put together a procurement
7 strategy and a tendering strategy to award the
8 other maintenance subcontracts that were not in the
9 scope of supply of Alstom, these being things like
10 elevator maintenance, escalator maintenance,
11 custodial maintenance, building life safety
12 systems, building automation and HVAC systems,
13 those type of things.

14 So basically I put the strategy
15 together, worked with corporate legal to develop
16 the boilerplate contract documents, running through
17 the tender process, negotiate and award those
18 contracts, and then administer them up until the
19 point of revenue service and then hand them off to
20 the appropriate, you know, operational staff.

21 FRASER HARLAND: Okay. And just to be
22 clear, then, in this role, you didn't have -- did
23 you have any role with managing Alstom maintenance
24 subcontract?

25 ALEX TURNER: Not in the management of

1 Alstom maintenance subcontract. I provided
2 guidance, clerical support, administrative support,
3 interpretation support with respect to the contract
4 language and the exchange of documentation and due
5 dates through the doc control systems, but
6 primarily, the Alstom subcontract having already
7 been awarded and in place before I arrived, it was
8 managed operationally by the executive team and the
9 operations team.

10 FRASER HARLAND: Okay. And the CV has
11 an end date in this role of November 2020, so you
12 left at that time, I assume?

13 ALEX TURNER: That is correct.

14 FRASER HARLAND: What was the reason
15 for leaving at that time?

16 ALEX TURNER: I was terminated without
17 cause, but I don't know what the reason was.

18 FRASER HARLAND: Okay. And in terms of
19 your background and experience, you're not an
20 engineer, I take it?

21 ALEX TURNER: No, I'm not.

22 FRASER HARLAND: Okay. So your
23 experience has been mostly related to contract
24 management. Is that fair?

25 ALEX TURNER: Yes. My -- well,

1 primarily procurement and then it evolved into
2 contract management for subcontractors.

3 FRASER HARLAND: Okay. And you've been
4 involved in some previous rail projects; is that
5 right?

6 ALEX TURNER: Yes.

7 FRASER HARLAND: Can you just speak to
8 those a little bit as well, please.

9 ALEX TURNER: I worked with the
10 Bombardier transportation organization in a
11 procurement role with the supply of rolling stock
12 for various projects around the world.

13 FRASER HARLAND: Okay. So you would
14 have been involved in procurement of vehicle --

15 ALEX TURNER: Train -- vehicle content,
16 vehicle parts.

17 FRASER HARLAND: So was this -- was the
18 OLRT role the first time that you were managing a
19 vehicle contract or a signalling contract that had,
20 you know, passed the procurement stage?

21 ALEX TURNER: Yes.

22 FRASER HARLAND: Okay. We can stop
23 sharing the screen there. So when you arrived on
24 the project, the subcontracts with Alstom and
25 Thales had already been executed; is that right?

1 ALEX TURNER: That's correct.

2 FRASER HARLAND: So you didn't have any
3 involvement in their negotiation or the -- at
4 that -- in an earlier procurement stage?

5 ALEX TURNER: No, no. They were
6 already awarded at the time I arrived.

7 FRASER HARLAND: Okay. Do you know who
8 from OLRTC would have been responsible for that
9 contract negotiation?

10 ALEX TURNER: I do not.

11 FRASER HARLAND: Okay. I want to move
12 on to talking about the location of construction of
13 the first two LRVs and anything you can tell us
14 about that. So what was the original plan, to your
15 knowledge, for where LRVs 1 and 2 would be
16 constructed?

17 ALEX TURNER: There is historical
18 artifacts inside some of the contracts that implied
19 the first two vehicles were going to be
20 manufactured in France, I believe, but at the time
21 that I joined the project, the decision had already
22 been made to transfer the manufacturing of those
23 first two vehicles to Hornell in the U.S.

24 FRASER HARLAND: Okay. And were both
25 vehicles constructed in Hornell? What ended up

1 happening there?

2 ALEX TURNER: Ultimately the first
3 vehicle was, and the second vehicle was moved to
4 Ottawa.

5 FRASER HARLAND: Okay. And do you know
6 what the rationale was for the decision to move the
7 location of that construction?

8 ALEX TURNER: That was a long time ago.
9 I don't have access to notes on the subject. I
10 think it was just determined that it made sense
11 with the nature of the design at the time and the
12 manufacturing at the time and the mobilization
13 required to move the tooling, because there would
14 be a gap in production when you mobilize --
15 demobilize tooling from one location and move it to
16 another, so as I recall, the decision was made that
17 it made the most sense to do it between the first
18 and second. But I'm going from memory. I don't
19 have any documents to support that.

20 FRASER HARLAND: So would it have been
21 partly related to schedule, then? I mean, was that
22 about saving time, perhaps?

23 ALEX TURNER: It may have been schedule
24 or technical related. I can't say.

25 FRASER HARLAND: Okay. And do you know

1 if it would have meant that any party, either
2 Alstom or OLRTC, would have had cost savings in
3 relation to that move?

4 ALEX TURNER: No, I don't -- I would
5 see something like that being, in effect, cost
6 neutral. I don't have vision to the financials on
7 either side, but from my experience, I don't see
8 why it would be beneficial one way or the other.

9 FRASER HARLAND: Okay. And do you know
10 if OLRTC would have -- would have approved that
11 decision to move the location of the manufacturing
12 of the first two LRVs?

13 ALEX TURNER: I believe ultimately yes,
14 there would have been a letter or something sent to
15 the effect to acknowledge Alstom's plan was
16 acceptable.

17 FRASER HARLAND: Okay. And would the
18 City and RTG have approved that as well?

19 ALEX TURNER: I can't say. I didn't
20 have any interaction with that level of the City or
21 RTG to know what level of involvement they had in
22 the decision.

23 FRASER HARLAND: Okay. And what about
24 Thales? Do you have any idea if they would have
25 been part of a decision like that?

1 ALEX TURNER: It wouldn't have affected
2 Thales.

3 FRASER HARLAND: Okay. So there
4 wouldn't have been any impact there in terms of
5 testing that they needed to do or anything like
6 that?

7 ALEX TURNER: No. Thales's scope of
8 work on that would have been to support the
9 installation on the first vehicle only, which
10 didn't change, and the supply of materials. Alstom
11 did the actual installations on the vehicles, so it
12 wouldn't have affected Thales's scope of supply.

13 FRASER HARLAND: Okay. So are you
14 aware of any implications of this move in
15 construction for the project?

16 ALEX TURNER: Sorry, could you repeat?

17 FRASER HARLAND: What would the
18 implications of moving construction like this be
19 for the project on schedule, on quality, on
20 anything like that?

21 ALEX TURNER: None that I could
22 envision, but that's not my expertise.

23 FRASER HARLAND: Okay. And could you
24 see it having an effect on validation testing, for
25 example?

1 ALEX TURNER: No. But again, you would
2 have to talk to a T&C engineer on that. I'm not
3 involved in testing and commissioning.

4 FRASER HARLAND: Okay. In your work,
5 would you have ever seen the Alstom facility in
6 Hornell? Would that have been something you did?

7 ALEX TURNER: Yes. I attended the
8 Alstom facility a number of times to observe
9 certain milestones which were financial to validate
10 that they had happened and just general meetings
11 and things like that. Sometimes they would meet
12 with us in Ottawa; other times we would go there.

13 FRASER HARLAND: And what was your
14 sense of that facility? It was a full,
15 well-resourced Alstom maintenance facility, I take
16 it?

17 ALEX TURNER: I'm not a methods
18 engineer. I couldn't assess that.

19 FRASER HARLAND: Okay. So you can't
20 say, you know, in retrospect whether it may have
21 been better for the project if both LRVs had been
22 constructed in Hornell?

23 ALEX TURNER: That's not my area of
24 expertise.

25 FRASER HARLAND: So you --

1 ALEX TURNER: I think -- sorry, I
2 thought you were speaking. I didn't have your
3 audio there, but I guess you stopped.

4 FRASER HARLAND: So you visited
5 Alstom's facility in Hornell. Did you also spend
6 time in the maintenance and storage facility in
7 Ottawa?

8 ALEX TURNER: Yes.

9 FRASER HARLAND: And what was your view
10 as to the -- oh, well, I guess I should ask:
11 Because of the move of LRV 2 from Hornell to
12 Ottawa, is it your understanding that the MSF had
13 to be prepared earlier than had been anticipated?

14 ALEX TURNER: That level of schedule
15 detail I didn't pay attention to. I couldn't
16 comment on that.

17 FRASER HARLAND: Okay. And do you have
18 any sense of the readiness of the MSF when Alstom
19 came to begin manufacturing LRV 2?

20 ALEX TURNER: I believe it was suitable
21 for condition, I mean, with the understanding that
22 it was a construction site, would always be a
23 construction site during the period of vehicle
24 assembly. So assuming that it would be 100 percent
25 ready was never in the plan. It just needed to

1 house the activities that were occurring there.

2 FRASER HARLAND: So you -- what do you
3 mean it didn't need to be 100 percent ready? Can
4 you just explain that a little more.

5 ALEX TURNER: All I know is that it was
6 never deemed to have been expected to be
7 100 percent ready. You'll have to talk to an
8 engineer as to what that meant.

9 FRASER HARLAND: So you can't say that
10 when it was made available to Alstom whether it was
11 in a good condition for train manufacturing or
12 whether it created any delay for them or --

13 ALEX TURNER: That, again, is -- that's
14 not my area of expertise. My focus was commercial.

15 FRASER HARLAND: And are you aware of
16 any -- so you're not -- you also wouldn't be able
17 to speak to power issues that Alstom experienced in
18 the MSF related to blown fuses and stinger power?
19 Are you aware of any of that?

20 ALEX TURNER: I can't really -- I'll
21 be -- that's well beyond me. I've heard those
22 words mentioned in conversations in halls, but as
23 to the relevance of them, I can't speak to
24 anything.

25 FRASER HARLAND: I guess to help me

1 understand -- I mean, let's talk about contract
2 management and then some of this might come back
3 in. So in your management of the Alstom contract,
4 what challenges did you observe Alstom having?

5 ALEX TURNER: Can you be more specific?
6 I mean, all new vehicle, you know, design and
7 manufacture has challenges. I didn't see anything
8 abnormal here from my previous experience.

9 FRASER HARLAND: What were some of the
10 challenges that you did see?

11 ALEX TURNER: Integration is always a
12 challenge. It requires all parties to meet in the
13 middle and come to a -- an approved solution. But,
14 I mean, that was handled by the integration team.
15 I couldn't comment onto where the stumbling blocks
16 were in that and if they were abnormal or normal.

17 FRASER HARLAND: And what about issues
18 with suppliers? Was that something that you would
19 have been aware of?

20 ALEX TURNER: No, no. I don't manage
21 the supply in my subcontract.

22 FRASER HARLAND: So under the
23 subcontract, if I understand it, Alstom was
24 required to submit an updated vehicle delivery
25 schedule on a monthly basis; is that right?

1 ALEX TURNER: On a monthly basis?
2 Status is I believe in those -- in the monthly
3 reports but not a new schedule. Schedule doesn't
4 change unless there is an application to change a
5 schedule and it's approved. A statusing of it is
6 happening in a monthly report.

7 FRASER HARLAND: Okay. So can you just
8 break that -- so we have a monthly report. What's
9 in that monthly report?

10 ALEX TURNER: I don't have access to a
11 monthly report, and we're talking 6, 7 years since
12 I've looked at one. I can't say what's in one.
13 Every project I've ever worked on has been
14 fundamentally different. I can't recall from
15 memory. I don't want to try to guess.

16 FRASER HARLAND: So what's the purpose
17 of a monthly report like that?

18 ALEX TURNER: A monthly report is used
19 to share anticipated deadlines, whether deadlines
20 have been met or exceeded, primarily commercial
21 concerns, issues, outstanding letters, whether or
22 not there is anticipated issues upcoming, but
23 generally technical issues or anything directly
24 related to an impact to schedule or a deliverable
25 normally doesn't appear in a monthly report. It

1 appears in a commercial letter and then it's
2 followed up by the reference in the monthly report.

3 FRASER HARLAND: Okay. And in terms of
4 changes to the schedule, can you walk me through
5 how that would have worked, if -- I understand
6 there was sort of V1, V2, V3, V4, V5 schedules, if
7 I'm not mistaken. Can you walk me through how
8 those changes to the schedule would have been
9 negotiated.

10 ALEX TURNER: Alstom would propose a
11 change to the schedule. I would send that schedule
12 over to technical and scheduling to review to find
13 if it was acceptable or not. If they felt it was
14 acceptable, it would be presented to the executive,
15 and the executive would tell me whether or not to
16 send a letter back accepting the change or
17 declining the change. In the event that further
18 justification or explanation was required, a
19 meeting would generally be held.

20 FRASER HARLAND: Okay. So just so I
21 have that clear, you receive it and then it goes to
22 technical and after that it would go to the
23 executive?

24 ALEX TURNER: It would go to technical
25 and scheduling: technical to see if they saw any

1 concerns with it because, as you said, schedule
2 includes more than just assembly. It includes
3 testing and commissioning. So technical needs to
4 look at the validity of the proposed schedule, and
5 the scheduling department has to look at whether it
6 would have any impact to the overall project
7 schedule. And then whatever those responses were,
8 they would be shared with the -- the executive, and
9 the executive would decide whether or not we accept
10 or reject the schedule proposal.

11 FRASER HARLAND: Okay. So technical
12 and scheduling provides their --

13 ALEX TURNER: Input.

14 FRASER HARLAND: -- opinion and then
15 the ultimate --

16 ALEX TURNER: The decision is with the
17 executive, and who executive talks to and how they
18 make that decision, I was not party to those
19 conversations.

20 FRASER HARLAND: Okay. Do you
21 recall -- you recall, though, Versions 1 through 5
22 being negotiated with Alstom?

23 ALEX TURNER: The -- actually, the only
24 version I recall being negotiated was Version 3.

25 FRASER HARLAND: Okay. What do you

1 recall about that?

2 ALEX TURNER: I just remember that it
3 was rejected multiple times because they tied some
4 commercial issues to the acceptance of the
5 schedule, and I insisted that the two issues be
6 separate. We would deal with the requested
7 variations independent of schedule updates. As I
8 said, my focus on the schedule was commercial, and
9 when they tied commercial issues to the schedule, I
10 couldn't accept that.

11 FRASER HARLAND: Okay. And then I
12 understand that in or around May of 2016, there was
13 a new baseline schedule, as the parties referred to
14 it, that was agreed to between the parties? Can
15 you confirm that?

16 ALEX TURNER: I'd rather not go from
17 memory. I don't have any notes on that. I don't
18 recall.

19 FRASER HARLAND: Are you aware of
20 Alstom seeking to change the revenue service
21 availability dates in the schedules?

22 ALEX TURNER: I don't recall that.

23 FRASER HARLAND: Okay. And --

24 ALEX TURNER: That wouldn't be Alstom's
25 decision to make.

1 FRASER HARLAND: But they -- so if
2 Alstom was -- felt that they were -- they were
3 unable to meet revenue service availability for one
4 reason or another, they might come to OLRTC with a
5 new schedule?

6 ALEX TURNER: Alstom's obligation is to
7 provide vehicles in time to support the schedule,
8 not to determine revenue service.

9 FRASER HARLAND: So even if there was,
10 you know, a significant delay on OLRTC's side, for
11 example, could that lead to a change in the revenue
12 service availability date in the schedule, in the
13 contract?

14 ALEX TURNER: That would be a
15 determination between OLRTC management and RTG and
16 those type of players. If that had happened while
17 I was there, which it did not, I would have been
18 advised to advise the subcontractors the date had
19 changed, but prior to my departure from OLRTC, no
20 such instruction was ever received by me.

21 FRASER HARLAND: Right. So there was
22 no -- there was no change made to revenue service
23 availability while you were managing the contract.

24 ALEX TURNER: While I was with OLRTC,
25 no.

1 FRASER HARLAND: Sorry, say that again.

2 ALEX TURNER: For the duration of my
3 tenure at OLRTC, no such change was ever brought to
4 my attention.

5 FRASER HARLAND: Okay. Were you -- did
6 you have awareness that if OLRTC missed the revenue
7 service date in May 2018 that it would have to pay
8 liquidated damages to RTG for the time that it
9 missed?

10 ALEX TURNER: Yes.

11 FRASER HARLAND: And so did that have
12 an impact on schedule negotiation under the
13 contract?

14 ALEX TURNER: I was -- I was not made
15 aware of that fact until I joined RTM.

16 FRASER HARLAND: Sorry, could you say
17 that again.

18 ALEX TURNER: I was not made aware of
19 that fact until I joined Rideau Transit
20 Maintenance. As an employee of OLRTC, that was
21 never brought to my attention. It was not relative
22 to the work I was doing.

23 FRASER HARLAND: I guess just take a
24 step back. I want -- I guess I'm just trying to
25 understand your role.

1 ALEX TURNER: Primarily clerical.

2 FRASER HARLAND: Okay. So you're
3 basically being told what to do and what to put in
4 your letters; is that right?

5 ALEX TURNER: In more straightforward
6 letters, I would potentially draft it and present
7 it if it was an acknowledgement of a receipt, but
8 if it was related to the performance of the
9 project, it had to be vetted by others.

10 FRASER HARLAND: Okay. So a decision
11 to approve or not new milestone dates is not a
12 decision that you would be making on your own.

13 ALEX TURNER: Absolutely not.

14 FRASER HARLAND: And certainly a
15 decision around revenue service availability,
16 that's not -- that's not in your control as well.

17 ALEX TURNER: That's not even a
18 conversation I would be invited to.

19 FRASER HARLAND: Okay. So you also
20 managed the contract with Thales; is that right?

21 ALEX TURNER: That's correct.

22 FRASER HARLAND: And you may not, but
23 do you have a memory of whether Thales was
24 proposing new schedules or what was going on in
25 terms of Thales's negotiation of schedules?

1 ALEX TURNER: The only Thales schedules
2 I recall being discussed were delivery schedules to
3 support the vehicle build.

4 FRASER HARLAND: And this may be after
5 your time, but I understand that in or around
6 December of 2017, Thales and OLRTC agreed that
7 Thales would be shooting for a November 2018
8 instead of a May 2018 revenue service date. Are
9 you -- do you have any awareness of that?

10 ALEX TURNER: No, no awareness of that
11 at all.

12 FRASER HARLAND: Okay.

13 ALEX TURNER: As I said, I left in
14 April.

15 FRASER HARLAND: Who would have your
16 main counterpart at Alstom been in terms of the
17 contractual correspondence?

18 ALEX TURNER: There was a number of
19 them. I don't recall any of the names. I don't
20 have anything written down. But if you have access
21 to any of the letters, I think we went through four
22 different project managers in my tenure, and there
23 was maybe more after, and then quite often the
24 outgoing letters were actually sent into their --
25 not really their contract management's world as

1 much as their doc control world with the -- the
2 director in CC.

3 FRASER HARLAND: Okay. But generally
4 you were communicating with the project -- Alstom's
5 project manager; is that --

6 ALEX TURNER: My primary was with
7 project management.

8 FRASER HARLAND: And did you have a
9 sense of what the relationship between OLRTC and
10 Alstom was like during your time on the project?

11 ALEX TURNER: It was quite professional
12 and amiable when I was there.

13 FRASER HARLAND: Okay.

14 ALEX TURNER: We were on a first name
15 basis. We were quite cordial. If I called, they
16 would pick up the phone and vice versa.

17 FRASER HARLAND: And with Thales, was
18 it the same thing? Were you typically
19 communicating with project managers on that side?

20 ALEX TURNER: Yes, and on -- and the
21 same level of relationship - very professional,
22 very cordial.

23 FRASER HARLAND: So you wouldn't
24 describe the relationship with either Alstom or
25 Thales as easier or -- do you have a sense of that?

1 ALEX TURNER: They had two different
2 scopes of work and two different products to
3 supply. Can't really compare them. But we met
4 regularly while I was there on the integration side
5 of things, jointly, three parties together and
6 workshopped things together, and it was a good,
7 professional relationship, considering Alstom and
8 Thales are actually competitors in the train
9 control world.

10 FRASER HARLAND: So given your role,
11 would have you been responsible for reviewing --
12 like, would you have needed to review the
13 subcontracts of Alstom and Thales in order to
14 perform your role?

15 ALEX TURNER: I would have read them
16 but not reviewed them. They were already executed
17 by the time I arrived.

18 FRASER HARLAND: Right. And in doing
19 that, did you observe any misalignments between the
20 two subcontracts?

21 ALEX TURNER: Yes. The two
22 subcontracts had schedules that were not well
23 integrated from the time that they were signed.
24 They were obviously signed at different times with
25 views to different schedules, so the schedules were

1 not aligned. As to the implications of that, that
2 was, you know, passed along to technical and
3 scheduling to assess the true impacts of it, but
4 the deliverable dates on one side or the other were
5 not aligned in the schedules in the original
6 contracts.

7 FRASER HARLAND: Do you recall that in
8 any more detail as to what was -- you know, as to
9 what in the schedules was off?

10 ALEX TURNER: Not without being able to
11 review those contracts again.

12 FRASER HARLAND: If I were to suggest
13 that Alstom was expecting to receive a final ICD or
14 interface control document from Thales around April
15 of 2013, does that -- is that something that you
16 recall?

17 ALEX TURNER: I do recall that. I
18 believe there is a letter that was already sent to
19 OLRTC prior to my arrival on that subject. It
20 wasn't a realistic expectation because no one has a
21 frozen design one month into the design process,
22 and Alstom ought to have known that, having been a
23 train control supplier themselves and understanding
24 that the normal is 18 months. It was an
25 unrealistic expectation.

1 FRASER HARLAND: So do you have any
2 sense of how that could have stayed in the contract
3 if it was such an unrealistic expectation?

4 ALEX TURNER: You would have to talk to
5 the people who signed that contract.

6 FRASER HARLAND: Okay. From Alstom's
7 perspective, do you think that it -- I mean,
8 they -- would they have left it in as a commercial
9 advantage or something like that?

10 ALEX TURNER: Absolutely.

11 FRASER HARLAND: Can you --

12 ALEX TURNER: It was an error made in
13 their favour, which they, you know, attempted to
14 exploit.

15 FRASER HARLAND: And did you experience
16 them attempting to exploit that? Like, what
17 knowledge do you have of that? What do you mean
18 when you say that?

19 ALEX TURNER: They would routinely send
20 contract letters reminding us that date had passed,
21 and I would routinely respond by saying, show me
22 the direct impacts of that. Where are you in your
23 design that you actually need it? To which they
24 couldn't provide evidence that they were actually
25 at a point where they needed that design. So

1 although there was a delivery date in the schedule
2 for that, there was no direct impact, to my
3 assessment at that time, in speaking with technical
4 experts on our side.

5 FRASER HARLAND: Okay. So it's your
6 understanding that that didn't actually cause any
7 delay -- or its OLRTC's position, perhaps, that
8 that didn't cause any delay to Alstom's
9 construction.

10 ALEX TURNER: That would be the
11 assessment I received from our technical team.

12 FRASER HARLAND: And then was there any
13 misalignment in terms of requirements in the
14 schedule? For example, if I were to say that
15 Alstom was expecting a plug-and-play version of the
16 vehicle onboard control rack, and Thales was
17 expecting to provide something different, can you
18 provide any detail on that issue?

19 ALEX TURNER: I remember Alstom stating
20 things along those lines. I also remember pointing
21 out to Alstom places in the contract that
22 contradicted that statement. The contract, as I
23 said, was written by others, but it was not uniform
24 in its interpretation of different things, and I
25 disagreed with Alstom's assessment of that, as did

1 our technical team and Thales.

2 FRASER HARLAND: And what about the
3 division of responsibilities - for example, the
4 installation of the vehicle onboard controller or
5 undertaking static PICO testing? Were these things
6 that were delegated to Alstom, do you recall?

7 ALEX TURNER: I don't recall off the
8 top of my head. There was a scope split document
9 inside both subcontracts which were 100 percent
10 aligned. I do recall that, and there was a
11 delineation of responsibilities all the way down.
12 As to what was on which side, I can't recall from
13 memory.

14 FRASER HARLAND: Do you recall disputes
15 between -- raised by either Alstom or Thales around
16 the scope split?

17 ALEX TURNER: Not formal ones.

18 FRASER HARLAND: So you were brought on
19 to manage both Alstom and Thales's subcontracts.
20 Was it important, in your view, for one person to
21 be managing both subcontracts at the same time?

22 ALEX TURNER: I felt it was. There
23 was, at least during the early stages of the
24 contract which were design integration stages.
25 They weren't material delivery stages. So to get

1 an integrated design required our integration team,
2 our engineers, Thales's engineers and Alstom's
3 engineers to all be in the same room, and as the
4 contract manager, my focus was on the relationship
5 amongst the three of us and to keep everybody
6 speaking openly, freely, and collaboratively at the
7 table, which I did.

8 FRASER HARLAND: And so what would the
9 implications of the Thales contract and the Alstom
10 contract being managed by different people be?

11 ALEX TURNER: I don't know. That
12 wasn't done while I was there.

13 FRASER HARLAND: But -- I mean, can you
14 speak to what the effects of that might be if that
15 had happened?

16 ALEX TURNER: I'm sure that two
17 independent people can manage those contracts quite
18 competently if they speak to each other and they
19 work collaboratively. If they're inside the same
20 organization, I can't see why it wouldn't work.
21 It's just an extra person at the table.

22 FRASER HARLAND: So you don't have
23 knowledge of how your role was filled after you
24 left or who was performing the contract management
25 for Alstom and Thales afterwards?

1 ALEX TURNER: Not directly, no. I
2 heard from people on the ground that things were
3 changing and different people were doing different
4 things, but I don't know who was responsible for
5 what, from what dates or why.

6 FRASER HARLAND: Okay. And if the
7 Alstom and Thales contracts were being managed by
8 different people, would you expect that those
9 people would need to be working in close
10 coordination with one another?

11 ALEX TURNER: I would expect that, yes.

12 FRASER HARLAND: Even after the time
13 you left, was that still important around the time
14 you left the project, would you say?

15 ALEX TURNER: Hard to say. If material
16 delivery had been completed on the Thales side,
17 which I believe it was for wayside installation,
18 the need for that coordination would be mostly gone
19 if the design was complete and the parts were
20 delivered. That tight integration which is needed
21 during the design phase is less important.

22 FRASER HARLAND: And would the
23 schedules that Alstom and Thales were working on
24 have been shared with the other party, do you know?

25 ALEX TURNER: At a high level, very

1 high level would be deliverable dates, potentially
2 testing and commissioning dates only, things like
3 that. The level of detail that's in the schedule
4 is quite often commercially sensitive. They were
5 direct competitors, so we would only share with
6 each other what the other party was willing to do
7 so. Quite often it was a schedule of dates, not a
8 detailed schedule.

9 FRASER HARLAND: And so you would
10 describe that as a normal industry practice, to
11 have sort of the details of two related
12 subcontractors kept from one another?

13 ALEX TURNER: Absolutely.

14 FRASER HARLAND: So you've mentioned
15 systems integration a fair bit, so I'd like to
16 speak to that. Actually, before I do that, OLRTC
17 had a coordinated schedule, I would imagine? Is
18 there an overall coordinated schedule for the
19 project?

20 ALEX TURNER: I believe so, yes.

21 FRASER HARLAND: And so when you talked
22 about needing to run things by scheduling if you
23 were to have sort of a major schedule change
24 proposed by Alstom, that -- is that who you would
25 be talking about in that sense?

1 ALEX TURNER: Yes, it would go to the
2 scheduling department.

3 FRASER HARLAND: Do you know who was in
4 that role during your time on the contract?

5 ALEX TURNER: Going strictly from
6 memory, I believe his name was Erkan Tatar.

7 FRASER HARLAND: And it's fair to say
8 that you'd have regular communication with the
9 scheduling department when you were managing these
10 subcontracts? Is that fair?

11 ALEX TURNER: Only on an as-needed
12 basis, not an ongoing basis.

13 FRASER HARLAND: And what creates the
14 need? And maybe you've mentioned it, but if you
15 could just explain.

16 ALEX TURNER: A proposed change on
17 either side. If there's going to be a change to
18 their schedule that we need to advise ourselves of
19 or if there's a change to our schedule that we need
20 advise them of, then there would be integration,
21 but besides that, no. There were a lot of people
22 on this project.

23 FRASER HARLAND: Absolutely. So in
24 terms of systems integration, your role was
25 contractual, not doing the actual technical

1 integration of the systems. Is that fair?

2 ALEX TURNER: Correct. I would
3 facilitate meetings or pass documents back and
4 forth that had been exchanged formally by letter.

5 FRASER HARLAND: By who, sorry?

6 ALEX TURNER: By letter.

7 FRASER HARLAND: Okay. Who -- do you
8 understand who was responsible for systems
9 integration between the rolling stock and the
10 signalling system on a project level?

11 ALEX TURNER: I believe that was
12 Jacques Bergeron for a time.

13 FRASER HARLAND: But in terms of sort
14 of the organization responsible, was that OLRTC?
15 Or...

16 ALEX TURNER: In what context? Are you
17 talking at the project level, or are you talking
18 about the integration between Thales and Alstom?

19 FRASER HARLAND: Well, who on behalf of
20 the project would ensure the proper integration of
21 Alstom and Thales?

22 ALEX TURNER: Well, in the case of the
23 integration between Alstom and Thales, that was the
24 integration director, Jacques Bergeron.

25 FRASER HARLAND: And you --

1 ALEX TURNER: Beyond that scope, I
2 don't know.

3 FRASER HARLAND: And do you know who
4 would have been responsible for sort of managing
5 overall integration for the project?

6 ALEX TURNER: No. There was a large
7 civil component to this project, many other
8 systems, and my focus was just Alstom and Thales.

9 FRASER HARLAND: Do you know if Thales
10 had ever used an Alstom CBTC system before in one
11 of its trains?

12 ALEX TURNER: I don't know.

13 FRASER HARLAND: Okay. What was
14 provided for in the subcontracts of Alstom and
15 Thales as far as systems integration goes? Do you
16 have an awareness of that?

17 ALEX TURNER: My awareness was limited
18 to reading the integration matrix, but without
19 having that in front of me to refer to, I'd rather
20 not speak to it. It's been quite a few years since
21 I've seen it. It was a very complex document
22 written for engineers.

23 FRASER HARLAND: So you mentioned
24 Jacques Bergeron in the role of integration
25 director. Was he -- was someone in that role from

1 the start of the project?

2 ALEX TURNER: Jacques joined sometime
3 after I did. I'm not too sure who was handling it
4 prior to his arrival.

5 FRASER HARLAND: Do you recall Alstom
6 and Thales raising concerns with you about the lack
7 of systems integration early in your time on the
8 project?

9 ALEX TURNER: If they had, they would
10 have sent letters on it, and it would be somewhere
11 in the archives, but I can't say for sure.

12 FRASER HARLAND: And you don't have a
13 view as to whether it would have been preferable to
14 have someone in Jacques Bergeron's role earlier in
15 the project to ensure systems integration between
16 Alstom and Thales?

17 ALEX TURNER: At the point Jacques came
18 onboard, to focus on Alstom and Thales was the
19 appropriate time. From the information I was
20 receiving from the engineers who were reviewing it,
21 that was when we began to actually need
22 integration. Prior to that, it was independent
23 design. And again, I'm just going by what
24 engineers told me. It wasn't really for me to
25 determine when we needed what kind of engineering

1 support. That would be for the engineering
2 department to figure out.

3 FRASER HARLAND: And after April 2017,
4 did you continue to have any involvement with
5 OLRTC?

6 ALEX TURNER: On a limited basis, only
7 in the list of deliverables that OLRTC owed to RTM
8 for entry into service - you know, documentation,
9 things like that where, again, I would just ensure
10 they were submitted to us and then our technical
11 team would review them.

12 FRASER HARLAND: So, sorry, you would
13 ensure that what --

14 ALEX TURNER: There was a list of
15 contractual deliverables between the two in the
16 interface agreement, so I would police that list to
17 make sure that the documents had been submitted as
18 we expected.

19 FRASER HARLAND: Between OLRTC and RTM
20 you're talking about now.

21 ALEX TURNER: Correct.

22 FRASER HARLAND: Did you -- were you
23 ever approached by people that took over the
24 contract management about any questions or concerns
25 about Alstom and Thales after the time you left?

1 ALEX TURNER: I recall various phone
2 conversations, but I don't remember anything in
3 particular detail. It may have been a request to
4 point them in a specific direction in the contract
5 or something because I was familiar with it and
6 they were becoming familiar with it, but nothing
7 substantive in nature. Just, you know, a little
8 bit of, you know, support from a colleague.

9 FRASER HARLAND: Okay. So maybe we can
10 move to discussing your transition from OLRTC to
11 RTM a little bit more. So you made that move in
12 April of 2017; is that right?

13 ALEX TURNER: That's correct.

14 FRASER HARLAND: What was -- what did
15 RTM look like at that time? Were there many people
16 in the role? Were you one of the first? What --
17 help us with that.

18 ALEX TURNER: I -- it was early. I was
19 one of the earlier employees to RTM. They were
20 beginning to -- they were beginning to mobilize.
21 That's why we were beginning to put together the
22 contracting strategy and things like that. It was
23 pretty typical of a maintenance organization at
24 that point in a contract. We were, you know, a
25 year before they ever planned revenue service date.

1 The primary contract was already in place with
2 Alstom. So there was -- it was the right time,
3 given the scope of work that I would to take on.

4 FRASER HARLAND: So was it always the
5 plan that RTM would be set up around a year before
6 revenue service availability? That's the general
7 idea?

8 ALEX TURNER: I -- I don't know what
9 the details are of that plan. I was not involved
10 in that decisionmaking. RTM existed when I joined
11 in 2013 to OLRTC. As to its structure and its
12 timetable and its plan, I -- I don't know what was
13 behind it.

14 FRASER HARLAND: No, I was just trying
15 to clarify because you said about a year before
16 revenue service was typical, so I just wanted to
17 make sure I understood that.

18 ALEX TURNER: From my experience,
19 maintainers don't mobilize very early because
20 maintainers' cash flow is dependent on revenue
21 service, so with no cash flow, you don't mobilize
22 until there's a cash flow. You mobilize when
23 you're needed.

24 FRASER HARLAND: And who were you
25 reporting to at RTM when you arrived there?

1 ALEX TURNER: When I arrived there, I
2 was reporting to Mr. Tom Pate, who was basically
3 the director of operations. Or maintenance
4 director, I think, actually at the time was --
5 titles changed frequently, so -- and I'm going by
6 memory.

7 FRASER HARLAND: So you mentioned that
8 RTM was established at the beginning of the
9 contract. Do you have any knowledge of the early
10 planning that would have been done for maintenance,
11 even as early as the procurement stage of the
12 contract?

13 ALEX TURNER: No. I had no vision to
14 anything that was decided at procurement.

15 FRASER HARLAND: So you can't speak to
16 whether specific steps or efforts were taken to
17 ensure the feasibility of maintenance through
18 the --

19 ALEX TURNER: I have no -- I have no
20 knowledge of any of that.

21 FRASER HARLAND: Okay. So what work
22 had RTM completed at the time that you arrived on
23 the project? What was done and what needed to be
24 done?

25 ALEX TURNER: I -- I don't -- I can't

1 answer that. You would have to talk to someone in
2 operations or technical. My focus was just to
3 launch the procurement for the subcontractors that
4 hadn't already been awarded.

5 FRASER HARLAND: And can you tell us a
6 bit more -- in a bit more detail about that work
7 that you did do in terms of getting those
8 subcontracts in place, who they were with?

9 ALEX TURNER: Sure. Basically, I came
10 in and asked what is the plan for the procurement
11 of different, you know -- well, first I asked, What
12 do you need done, what are the subcontracts you
13 envision, and I was given a list. I went through
14 the list and said, Okay, gentlemen, how many of
15 these things are spot buys, how many of these need
16 to be subcontracts, what's the duration you
17 envision for the subcontracts, can someone write me
18 a scope of work.

19 The facilities maintenance team wrote
20 me scopes of work. From that, I basically
21 formulated what needed to go to a tender, what
22 could be self-sourced; put together a plan for the
23 tendering; presented it to management, who
24 presented it to the board and got approval; and
25 then we began the tender process, negotiation with

1 those vendors, and final award of those
2 subcontracts.

3 FRASER HARLAND: And what were the main
4 subcontracts that went through tender, if you
5 recall?

6 ALEX TURNER: As I recall it, they are
7 all detailed, actually, on the résumé, if you want
8 to pull that up. I think they are all cited there.
9 But as I recall, it was elevating devices, which is
10 lift -- elevators and escalators; it was -- which
11 was actually not tendered. That already had a
12 letter of intent issued before my arrival to
13 Schindler, so it was just negotiating the terms of
14 that contract is all I had to do there. The ones
15 that went to tender were custodial, building
16 automation and mechanical systems, fire/life
17 safety, and -- I don't recall any others off the
18 top of my head at this time.

19 FRASER HARLAND: Did you have any
20 involvement with the -- actually, no. Were there
21 other people that were moving from OLRTC to RTM at
22 the time? Was there a lot of movement from one
23 organization to the other?

24 ALEX TURNER: At the time, only one
25 other individual, and it had always been envisioned

1 that he would start at OLRTC and then transition to
2 RTM, and that was Mr. Glen Hanlan.

3 FRASER HARLAND: And then as the team
4 grew, were there more people that came over from
5 OLRTC? What did that look like?

6 ALEX TURNER: After a change in
7 management at RTM, I saw a lot of new and
8 previously familiar faces from OLRTC showing up,
9 but why they were there, whether they were
10 employees, whether they were seconded, none of that
11 was ever made clear to us. After the departure of
12 our general manager, communication from the top
13 became fragmented.

14 FRASER HARLAND: So tell me about that
15 management change. Who had -- who was in and who
16 came -- who replaced them? What did that look
17 like?

18 ALEX TURNER: Well, Claude Jacob was
19 our -- at the time our general manager. Claude
20 left the organization, and then to the time that I
21 left the organization, there was not another
22 general manager. There was a -- the board of
23 directors basically took control of the operation.

24 FRASER HARLAND: Do you have any
25 understanding as to what caused Mr. Jacob's

1 departure?

2 ALEX TURNER: I was not part of those
3 conversations.

4 FRASER HARLAND: But it sounds like you
5 felt like things were -- were things being managed,
6 you know, better with a GM in place, and things
7 became -- you said things became more fragmented
8 afterwards? What did you mean by that?

9 ALEX TURNER: I said communication
10 became more fragmented because the board of
11 directors, who has other responsibilities than a
12 GM, was running the show. I can't speak to whether
13 it was better managed or poorer managed. That -- I
14 focussed on my tasks and trusted them to focus on
15 theirs.

16 FRASER HARLAND: And you mentioned the
17 interface agreement between RTM and OLRTC. What
18 did that provide for?

19 ALEX TURNER: As in all projects of
20 this nature, where you have a service provider
21 separate from a constructor, someone has to
22 determine where one person's work starts and where
23 one person's work stops and who owes what to whom
24 and what the implications are of delivering or not
25 delivering that in the schedule, and that's what an

1 interface agreement contains. As to the specifics
2 of that interface agreement, I don't have it in
3 front of me, so I can't speak to it.

4 FRASER HARLAND: But you did -- you
5 were responsible for the -- a transfer of certain
6 deliverables that was --

7 ALEX TURNER: I was not -- I was not
8 responsible. I was asked to support the policing
9 of it because it was a skill set that I had after
10 having worked on exchanging documents with Alstom
11 and Thales.

12 FRASER HARLAND: And what kind of
13 documents were being transferred? What were these
14 deliverables?

15 ALEX TURNER: I never opened them
16 myself - other people assessed them for the
17 completion - but drawings, maintenance manuals,
18 schedules, anything which the maintainer would
19 require to operate the system the constructor
20 built.

21 FRASER HARLAND: And did you feel like
22 that -- how did that process go? Was it -- were
23 the documents provided on a timely basis? Or was
24 there, you know, need for significant follow-up to
25 make sure those documents were provided to RTM?

1 ALEX TURNER: It was an ongoing
2 process. Obviously the system is being built and
3 being finished, so complete documents generally
4 don't arrive on a new system until sometime after
5 the system's completed. As-built drawings reflect
6 the system as it was finished, not prior to its
7 completion. So there was usual follow-up. I don't
8 remember any particular issues.

9 FRASER HARLAND: Any particular issues
10 around the maintenance manuals that you can recall?

11 ALEX TURNER: I remember presenting a
12 list to them of maintenance manuals that were
13 required. I remember the manuals being delivered,
14 and I remember the ones that were pertinent to
15 Alstom's scope of work being made available to
16 Alstom, but as to specifics, I can't get into that.
17 I don't have access to that, and it was some time
18 ago.

19 FRASER HARLAND: Did you say they
20 weren't or they were being made available to
21 Alstom?

22 ALEX TURNER: They -- the moment that I
23 would receive such a document, if it was applicable
24 to Alstom's scope of work, Alstom received access
25 to it the same day through a shared doc control

1 system because, as I said, the suitability of
2 manuals required a technical evaluation from people
3 who were technical in nature. If Alstom was
4 performing that work, they were the team who would
5 have to perform that technical assessment of those
6 documents. So any maintenance manuals that were
7 made available by OLRTC to RTM were shared with
8 Alstom the same day via our shared doc control
9 system.

10 FRASER HARLAND: And do you recall
11 anything coming back from Alstom in terms of
12 concerns about completeness or anything like that
13 regarding the maintenance manuals?

14 ALEX TURNER: I remember some anecdotal
15 comments. I do not remember any formal responses.

16 FRASER HARLAND: What anecdotal
17 comments do you remember?

18 ALEX TURNER: I mean, that it happened.
19 I don't remember the content of them. I -- someone
20 may have said, Is this all that's in this package?
21 And I said, Did you download all the attachments?
22 Those type of conversations.

23 FRASER HARLAND: Okay. And just to
24 follow up, you had said that once Mr. Jacob
25 departed, there were more -- more people who had

1 been involved in OLRTC who seemed to be involved in
2 RTM? You don't know the details, but that's what
3 you saw?

4 ALEX TURNER: That was -- that's my
5 observation on the street, but it was a shared
6 office: OLRTC had space there, RTM had space
7 there, the City had space there, RTG had space
8 there. So when you see the same face in an office,
9 you don't necessarily know if they've changed which
10 organization they report to.

11 FRASER HARLAND: Would you have had any
12 visibility on the maintenance and storage facility
13 from a maintenance perspective in the work that you
14 were doing? Was that relevant to your work at all?

15 ALEX TURNER: From -- in what way?
16 Whether we received it on time or whether it was
17 suitable?

18 FRASER HARLAND: Well, I'm interested
19 in both.

20 ALEX TURNER: I moved into the
21 maintenance facility myself with RTM as to the
22 schedule I anticipated to. And as to the
23 suitability of it, at the time I left, the majority
24 of the shop floor was still being occupied by new
25 rolling stock manufacture. So it wasn't truly

1 available for -- as a maintenance facility. It was
2 still a final assembly facility. So it was -- it
3 was not yet a maintenance facility as the Stage 2
4 vehicles were being assembled there.

5 FRASER HARLAND: So did it feel like an
6 unsuitable facility for MSF at the time? It wasn't
7 providing what MSF needed?

8 ALEX TURNER: I don't have the skill
9 set to assess that.

10 FRASER HARLAND: Okay.

11 ALEX TURNER: I know that many meetings
12 were held; there was new buildings put up; there
13 was accommodations made, but as to the suitability,
14 that's a technical assessment that I'm not capable
15 of making.

16 FRASER HARLAND: Are you aware of the
17 scope split in terms of who was responsible for the
18 MSF? I understood OLRTC is responsible for the
19 building. Is that your understanding as well?

20 ALEX TURNER: Excuse me? I don't quite
21 understand your question.

22 FRASER HARLAND: Was OLRTC -- I mean,
23 the MSF obviously was doing work in the MSF, but
24 was OLRTC responsible for maintaining the building
25 and the tooling within the MSF? Do you know?

1 ALEX TURNER: Well, the tooling within
2 the MSF was Alstom's because it was a vehicle
3 assembly facility at the time I left. So the
4 tooling that I think of is Alstom's tooling, so
5 neither OLRTC nor RTM would be responsible to
6 maintain Alstom's tooling. That would be Alstom's
7 responsibility. As to overall building
8 maintenance, that was the reason for Mr. Hanlan's
9 transition from OLRTC to RTM is that he was brought
10 on when that scope of work was OLRTC's, and then at
11 revenue service, when that transferred to the
12 responsibility of the maintainer, RTM, Mr. Hanlan
13 was already familiar with who the players were. So
14 there was a continuity in the management of the
15 activity. As to who paid the bills, somewhere
16 along the line that changed, but the processes and
17 the procedures and the frequencies didn't - from
18 what I observed, anyway.

19 FRASER HARLAND: Now, sir, can we speak
20 about the handover from OLRTC to MSF a little bit
21 more. You've started to address that, but RTM
22 doesn't actually start maintaining until revenue
23 service; is that right?

24 ALEX TURNER: That was my
25 understanding, but it's quite common on these

1 projects that the maintainer steps in early to
2 assist the constructor in two ways. The maintainer
3 needs to learn how the systems work, so they
4 mobilize early to learn how the systems work, and
5 then it becomes more of a seamless transition. As
6 to when that happens, how that happens, the --
7 who's paying the bills, when and -- that's at the
8 executive level. That I'm not familiar with.

9 FRASER HARLAND: Are you familiar with
10 whether that kind of thing did happen on this
11 project, though, that RTM started to become
12 increasingly involved towards revenue service?

13 ALEX TURNER: Mr. Hanlan's presence
14 tells me that that was the case.

15 FRASER HARLAND: And do you recall
16 around the time that -- sorry, he -- explain his
17 transfer of roles for me again, please.

18 ALEX TURNER: He was hired at some
19 point by OLRTC - I don't know when - to basically
20 supervise the maintenance of the building is my
21 understanding. This is basically hearsay. I
22 wasn't involved in any of these conversations, but
23 I was introduced to him when I joined RTM as the
24 person that RTM had brought in to maintain the
25 buildings, but at that point he had already

1 transferred to RTM. He reported to Mr. Pate, as
2 did I, but I wasn't involved in understanding what
3 Glen's scope of work was.

4 FRASER HARLAND: And you spoke about
5 this a little bit already, but in the MSF, did you
6 have a sense of there being a priority given to
7 Alstom's rolling stock construction team over the
8 maintenance team or there being a competition
9 between those two entities?

10 ALEX TURNER: Within the Alstom -- the
11 two Alstom teams, you mean?

12 FRASER HARLAND: Yeah. Well, between
13 them, I suppose.

14 ALEX TURNER: No. To me, Alstom was
15 Alstom. They needed to work that out amongst
16 themselves.

17 FRASER HARLAND: So was it your
18 understanding that the Alstom team responsible for
19 construction, warranty, was a separate group from
20 the Alstom maintenance team? Do you have any
21 understanding of that?

22 ALEX TURNER: Aspects of them probably
23 were, but I know at one point they shared a
24 contract manager, so I assumed that meant that
25 their management team or at least their management

1 structure was integrated.

2 FRASER HARLAND: Do you recall who that
3 contract manager was?

4 ALEX TURNER: I do not.

5 FRASER HARLAND: Okay. Would you have
6 had any involvement in trial running prior to
7 revenue service of the trains?

8 ALEX TURNER: No.

9 FRASER HARLAND: And are you aware of
10 RTM's involvement in trial running?

11 ALEX TURNER: I believe the facilities
12 teams were directly involved. How they were and
13 what their scope was, I'm not too sure. I know our
14 maintenance director was somehow involved, but as
15 to what that involvement was, I don't recall. I
16 don't know.

17 FRASER HARLAND: And do you know just
18 practically -- I know that technically RTM doesn't
19 begin until revenue service, so was OLRTC still
20 responsible for the maintenance at the time of
21 trial running and then RTM only took over at
22 revenue service? Do you know how that would have
23 worked during that time period?

24 ALEX TURNER: To my recollection, and
25 only to the extent that I had to speak to the

1 subcontractors who I had hired to come onboard for
2 revenue service, was that it would be very
3 difficult to -- trial running, as I was told, had
4 numerous simulations to do. They were to simulate
5 normal operations. That is difficult to do if your
6 normal operations staff are not there. So my
7 understanding was while responsibility may have
8 ultimately remained with OLRTC, functionally RTM
9 mobilized their subcontractors and their staff so
10 that trial running would be an accurate simulation
11 of revenue service.

12 FRASER HARLAND: Okay. And so -- I
13 mean, I think the focus on trial running is often
14 on the trains, but would the subcontractors that
15 you had been dealing with have had roles to play in
16 trial running as well?

17 ALEX TURNER: I don't know what the
18 trial running plan was. I don't know what
19 simulations were run. I know they needed to be
20 available to support it. I don't know whether or
21 not they were utilized because, at that point in
22 time, the contracts had been awarded, and they'd
23 been handed over facilities to maintain and to
24 operate.

25 FRASER HARLAND: Okay. And so you

1 don't have a knowledge of the scoring or how --
2 what was determined during the trial running phase?

3 ALEX TURNER: No.

4 FRASER HARLAND: Okay. As far as
5 revenue service, is it your view that RTM was ready
6 and prepared for revenue service?

7 ALEX TURNER: Yes.

8 FRASER HARLAND: And what about Alstom
9 maintenance?

10 ALEX TURNER: That would require some
11 kind of a technical evaluation that's outside of my
12 skill set.

13 FRASER HARLAND: Okay. And so when you
14 say RTM was ready, what do you mean they were
15 ready? Like, what was in place that needed to be
16 in place for the start of revenue service?

17 ALEX TURNER: All of our subcontracts
18 were awarded. Our subcontractors were mobilized.
19 All the staff that we envisioned having in place
20 for that period of time had been hired.

21 FRASER HARLAND: Okay.

22 ALEX TURNER: I look at things from a
23 contractual standpoint: Are all the pieces on the
24 board? Yes. But as to how the pieces move around
25 the board, I leave that to the experts.

1 FRASER HARLAND: And is that also
2 something for the experts in order to assess the
3 amount of pressure that RTM may have experienced
4 due to delayed retrofits, the term sheet, things
5 like that? Do you have any knowledge --

6 ALEX TURNER: I'm sorry, I'm not
7 familiar with the term sheet. I don't know what
8 that is.

9 FRASER HARLAND: Okay. Were you aware
10 that Alstom delayed numerous retrofits that were
11 required until after revenue service and was
12 performing them during revenue service?

13 ALEX TURNER: I had heard things to
14 that effect, but that would be an OLRTC obligation.
15 That's, you know, a -- at the time that I left the
16 project, the vehicle was still under warranty,
17 which makes it a rolling stock supply issue, not a
18 maintenance supply issue. If it respects routine
19 maintenance, it would be maintenance. If it's
20 retrofits and things like that, that would be an
21 OLRTC obligation, and I left OLRTC in 2017.

22 FRASER HARLAND: Were you involved at
23 all with Alstom making warranty claims during
24 revenue service, with the trains being under
25 warranty at that time?

1 ALEX TURNER: Alstom would have made
2 their warranty claims against themselves. They
3 didn't involve me.

4 FRASER HARLAND: Okay. So RTM
5 wasn't -- wasn't involved in any of that, from
6 your --

7 ALEX TURNER: I don't -- I don't know
8 if RTM was involved, but I was not.

9 FRASER HARLAND: Okay. Well, I think
10 now might be a good time to take a break for the
11 afternoon, so if we can come back in about
12 15 minutes, and I might have a few more questions
13 for you at that time.

14 -- RECESS AT 3:16 --

15 -- UPON RESUMING AT 3:30 --

16 FRASER HARLAND: Mr. Turner, I just
17 want to show you one more document, and for the
18 purposes of the record, I will -- it's ALS0000721.

19 ALEX TURNER: Okay.

20 FRASER HARLAND: Do you see this
21 document now, Mr. Turner?

22 ALEX TURNER: I do.

23 FRASER HARLAND: I'll just give you a
24 chance to review it. I think that might be
25 easiest. Just tell me if you want me to go to the

1 second page.

2 ALEX TURNER: Yeah, please move. Okay.
3 I've completed my review.

4 FRASER HARLAND: So this bears your
5 signature? This is a document that you would have
6 sent out to Nadia Zaari; is that right?

7 ALEX TURNER: That's correct.

8 FRASER HARLAND: And Nadia Zaari was
9 the project manager for Alstom at the time?

10 ALEX TURNER: That's correct.

11 FRASER HARLAND: And I just wanted to
12 use this as an example to make sure I'm clear and I
13 understand: This was the type of decision you
14 wouldn't have been making, but you would have been
15 receiving direction from other members of OLRTC; is
16 that right?

17 ALEX TURNER: Yes. As you can see, it
18 says, you know, supplemented with discussions
19 recently with various levels of both our
20 organizations, OLRTC is satisfied -- it doesn't say
21 I am satisfied. It says OLRTC was satisfied. So I
22 was directed to -- and as you say, this is the V5
23 schedule. So I don't recall what schedules were
24 what. I remember the discussion on the V3 in
25 detail, but obviously this was OLRTC accepting the

1 V5 schedule and challenging them to improve on it
2 at the same time.

3 FRASER HARLAND: Okay. And you don't
4 recall the background discussion that happened at
5 this time related to what allowed the OLRTC to
6 agree to this particular schedule?

7 ALEX TURNER: Not specifically, no. I
8 recall that there were multiple meetings, multiple
9 discussions. Some I was involved with; many I was
10 not. With regards to schedule, quite often at the
11 executive level, and then I'd be briefed on the
12 output, which it looks like they detailed in their
13 letter 666, and then we responded.

14 FRASER HARLAND: And since this is a
15 new schedule being approved, is this something that
16 you think the executive level would have been
17 involved in?

18 ALEX TURNER: Absolutely. I didn't
19 have the authority to make these type of decisions
20 myself. I would document them, but I didn't make
21 them.

22 FRASER HARLAND: If a schedule were
23 being rejected instead of approved, is that also
24 something that you would need other people in the
25 organization to weigh in on, or is that a decision

1 you could make on your own?

2 ALEX TURNER: It would be something
3 that others would be involved with. I may make the
4 recommendation, but the ultimate decision would
5 have been from others.

6 FRASER HARLAND: Okay. That's helpful.
7 Thank you, Mr. Turner. I'll stop sharing this
8 document.

9 Just a few more questions, and you may
10 not have knowledge of these areas, and if you
11 don't, that's fine. You can just tell me. I
12 understand that there were two different work order
13 systems used by the City on the one hand and Alstom
14 maintenance or maybe RTM on the other. Do you have
15 any knowledge of that? The one's called IMIRS, I
16 believe, is what the City uses, and I think Alstom
17 uses a different one. Do you have any awareness of
18 that issue?

19 ALEX TURNER: I recall conversations
20 about that. I recall conversations about Alstom's
21 maintenance system being integrated with RTM's.
22 IMIRS is actually an RTM product, not a City
23 product.

24 FRASER HARLAND: Okay.

25 ALEX TURNER: But the City would have

1 had a portal into it to open work orders. My
2 understanding is there was a technical integration
3 between the two, but how that all worked and the
4 operation of it I was not involved with day to day.

5 FRASER HARLAND: And integration
6 between IMIRS and what -- the system Alstom used?
7 Is that what you mean?

8 ALEX TURNER: That is my understanding,
9 yes.

10 FRASER HARLAND: Okay. And again, you
11 may not have knowledge of this, but I just wanted
12 to -- it's worth asking. You're aware, I'm sure,
13 of the sinkhole that opened up on Rideau Street.

14 ALEX TURNER: Only what I read in the
15 press.

16 FRASER HARLAND: Okay. Did that event
17 have any impact on your work in the contracts that
18 you were managing? Do you recall?

19 ALEX TURNER: It did not.

20 FRASER HARLAND: It did not. Okay.

21 ALEX TURNER: It was early in the
22 construction period. There was no vehicles on the
23 rails. There was no Thales equipment to be
24 installed. It didn't impact the design of the
25 vehicle or the integration of the CBTC system, so

1 it was something that literally my awareness was
2 limited to what I saw on the evening news.

3 FRASER HARLAND: And would it have had
4 no impact on the testing and commissioning phase of
5 the vehicles and of the signalling system?

6 ALEX TURNER: That I can't speak to. I
7 wasn't involved in testing and commissioning. It
8 would -- the only way it would have an impact is if
9 it had a schedule impact overall, but I wasn't
10 involved in testing and commissioning, so I wasn't
11 aware of that schedule.

12 FRASER HARLAND: Okay. And the Alstom
13 contract - the maintenance contract - is not
14 something you managed, so you may not be able to
15 speak to this, but I understand it involved various
16 penalties if work orders weren't completed on time?
17 Do you have knowledge of that?

18 ALEX TURNER: That would be typical of
19 any contract of that nature, so I -- that sounds
20 appropriate. I had an awareness of the Alstom
21 contract but not intimate knowledge of it.

22 FRASER HARLAND: Okay.

23 ALEX TURNER: I mean, if presented a
24 copy and given a half hour, I could probably find
25 something for you, but I don't have access to it

1 myself.

2 FRASER HARLAND: Yeah. And what about
3 supply chain issues during your time, either at
4 OLRTC or at RTM? Were you aware of -- were you
5 aware of contractors having difficulty procuring
6 particular parts or difficulty procuring quality
7 parts? Was there any knowledge that you had for
8 that?

9 ALEX TURNER: The only subcontractors I
10 dealt with on -- who had parts to procure were
11 Alstom and Thales.

12 FRASER HARLAND: Right.

13 ALEX TURNER: And if they had issues
14 with their supply chain, that was theirs to
15 resolve. I didn't have any direct intervention of
16 it.

17 FRASER HARLAND: Okay. And that --
18 from your commercial perspective, that's their
19 problem, and they've -- but they've contracted to
20 deliver something, and so it's up to them to
21 deliver it when they said they would deliver it?
22 Is that the general perspective on an issue like
23 that?

24 ALEX TURNER: So from a procurement
25 standpoint, falling back into my procurement role,

1 which taints everything I do -- or informs it.
2 Whichever way you want to look at it -- if I was to
3 step in and involve myself in a vendor's management
4 of its subcontractor, and my decision or my
5 direction was incorrect and impacted it, I now wear
6 the impacts. So if I have subcontracted someone to
7 perform a scope of work, I stay hands off and
8 expect them to manage that scope of work. If they
9 ask for advice or impacts -- or, sorry, input -
10 Have you ever encountered; do you know an
11 alternative vendor - I'm always happy to share what
12 I can. It's in the best interests of a project.
13 But I never intervene on the management of a sub's
14 sub because I don't want to own the liability of
15 that going sideways.

16 FRASER HARLAND: The Commission's
17 mandate is to look into the commercial and
18 technical circumstances that led to the breakdowns
19 and derailments during Stage 1 of the LRT project.
20 Are there any topics or areas that we haven't
21 discussed today that you think the Commission
22 should be looking at, given your knowledge of the
23 project?

24 ALEX TURNER: I'll -- I'll be honest:
25 My honest opinion, my personal opinion - and it's

1 limited to that - it's much ado about nothing.
2 This is a very complex, technical project. If we
3 look at complex, technical projects of this kind
4 around the world or even domestically, it's not
5 uncommon to have hiccups. It's not uncommon to
6 have delays. It's not uncommon to limp into
7 service as opposed to strolling into service or
8 roaring into service. Even without any direct
9 knowledge of the derailments or what their causes
10 may have been, derailments in railroads are -- I
11 wouldn't say normal, but they're not atypical.
12 They're planned for. That's why there's procedures
13 that -- developed, and one of the Alstom
14 deliverables -- you asked me about Alstom
15 deliverables. One of the Alstom deliverables was a
16 rerailing kit and a rerailing plan. That means
17 derailments are foreseeable - not anticipated, but
18 the reality is they happen.

19 So my honest opinion is I'm very proud
20 of the work I did on this project. I still live in
21 Ottawa, although I work elsewhere. My family rides
22 this system. I'm very proud that they ride this
23 system, and I'm very proud of the things we
24 accomplished here. Although public perception may
25 be other than that, the reality of it is, from my

1 experience in rail, not the worst project I've
2 worked on.

3 FRASER HARLAND: And the Commissioner's
4 been asked to make recommendations that would
5 prevent similar issues going forward. Given your
6 previous comment, you may not have any, but are
7 there any recommendations that you would suggest
8 for the Commissioner's consideration in this
9 project?

10 ALEX TURNER: When an authority awards
11 a P3 contract and chooses to download the liability
12 to the consortium that's building it, stop
13 directing that consortium. Allow them to manage
14 themselves. Allow them to succeed or fail on their
15 own, but don't continue to direct them. If you
16 wish for an alternative funding model like a P3,
17 allow it to behave like a P3. That's my only
18 suggestion.

19 FRASER HARLAND: So since you've
20 provided that feedback, can you -- what, in your
21 experience, was happening in the project in terms
22 of that direction? What did that look like?

23 ALEX TURNER: All I know is that living
24 in Ottawa, on the nightly news, I saw city council
25 on a regular basis speaking to the public, saying

1 what they were going to order the consortium to do.
2 Whether or not they did that, whether or not we
3 followed those instructions, I can't speak to that.
4 Others have that. But I do know that the
5 perception in the press, the perception in the
6 public here in Ottawa, having lived it and having
7 children who are embarrassed to tell their friends
8 what I did for a living because of the public
9 perception, was inaccurate and not helpful. If
10 they behaved the same way behind closed doors, I
11 can see it being a significant distraction for
12 people who were making decisions. I was not in
13 those meetings. I can't speak to it. You asked
14 for my opinion.

15 FRASER HARLAND: No, and we appreciate
16 that. How should a P3 function if this isn't the
17 way that it should have functioned, in your view?

18 ALEX TURNER: Present the performance
19 spec, vet the correct group, award the contract,
20 and step back.

21 FRASER HARLAND: And is that -- have
22 you had experience on other P3 projects? Were some
23 of the other projects that you worked on P3s?

24 ALEX TURNER: Not direct. I've had
25 indirect experience with multiple P3s, with

1 different success stories and less than successful.
2 I've spoken with others in my industry who have had
3 various experiences - what would you do in this
4 scenario, what would you do in that scenario,
5 lessons learned that every corporation has after a
6 project is over where they bring the teams
7 together, even those who are uninvolved - and the
8 overall consensus is if you operate a P3 but you
9 try to run it like a design build, it is less
10 successful than a P3 where the, you know,
11 contracting authority steps back and allows the
12 experts to do their job.

13 FRASER HARLAND: And from your
14 experience on the project, do you have any sense of
15 where things started to go wrong or what happened
16 so that that's not what was happening in the Ottawa
17 project?

18 ALEX TURNER: I only have one personal
19 experience that I can relate to that, and that was
20 what an engineer would probably call preferential
21 engineering, and it was when Alstom presented in an
22 early design review the material of the underframe
23 of the car, and the City's consultant rejected it
24 as an incorrect choice because they specified a
25 type of steel or equivalent that was used and

1 discarded by rail manufacturers in the '80s.
2 Alstom assumed they would gain -- their custom
3 alloy would be accepted as an equivalent or better.
4 That equivalency was rejected for some reason.
5 Metallurgy reports were presented. This went on
6 for a period in excess of 18 months to 2 years.
7 Ultimately the car was made of Alstom's material,
8 which was the right choice from what our
9 metallurgists had told us, but the City continued
10 to reject, hammer, delay, cause confusion, cause
11 concern on the part of Alstom's design team by not
12 granting that equivalency.

13 If the liability for the system was
14 truly on the consortium and the performance spec
15 was to be met by the consortium, this should never
16 have been a conversation, let alone a 2-year
17 discussion, which I believe you'll probably find
18 multiple letters on file about. That's the only
19 example I can come from memory at.

20 FRASER HARLAND: Related to that, do
21 you have a view of the project agreement itself?
22 Was it -- what you could say -- overspecced instead
23 of focussing on results? And maybe what you just
24 discussed is an example of that, but do you have a
25 view as to that?

1 ALEX TURNER: My focus on the project
2 agreement was limited to 15(3), the vehicle supply.
3 I didn't look at the rest of it. I have no
4 background in construction. It's a foreign
5 language to me. It may as well have been written
6 in ancient Greek.

7 FRASER HARLAND: Okay. Mr. Coombes, do
8 you have any other questions for Mr. Turner?

9 MARK COOMBES: I do not.

10 FRASER HARLAND: And I'm sorry, I don't
11 want to mispronounce your name, so if you can --

12 KARTIGA THAVARAJ: That's okay. I
13 figured. It's Thavaraj. No problem. I have no
14 further questions. Yeah. Thank you, Mr. Harland.

15 FRASER HARLAND: Okay. We can go off
16 record.

17 -- Concluded at 3:48 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 12th day of May, 2022.

17 

18
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21 PER: JOANNE LAWRENCE, RPR, CSR

22 COURT REPORTER
23
24
25

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