

Ottawa Light Rail Commission

Antonio Estrada
on Tuesday, May 3, 2022



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6	OTTAWA LIGHT RAIL COMMISSION
7	RIDEAU TRANSIT GROUP - ANTONIO ESTRADA
8	MAY 3, 2022
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13	--- Held via Zoom Videoconferencing, with all
14	participants attending remotely, on the 3rd day of
15	May, 2022, 2:00 p.m. to 4:47 p.m.
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1 COMMISSION COUNSEL:

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3 Christine Mainville, Co-Lead Counsel Member

4 Anthony Imbesi, Litigation Counsel Member

5
6 PARTICIPANTS:

7
8 Antonio Estrada, Rideau Transit Group

9 Jesse Wright, Paliare Roland Rosenberg Rothstein

10 LLP

11
12 ALSO PRESENT:

13
14 Joanne Lawrence, Stenographer/Transcriptionist

15 Elizabeth Deasy, Virtual Technician

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

2 CHRISTINE MAINVILLE: So, Mr. Estrada,
3 the purpose of today's interview is to obtain your
4 evidence under oath or solemn declaration for use
5 at the Commission's public hearings. This will be
6 a 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 themselves or by way of
14 procedural order before the hearings commence. The
15 transcript will be posted to the Commission's
16 public website, along with any corrections made to
17 it, after it's entered into evidence, and the
18 transcript, along with any corrections, will be
19 shared with the Commission's participants and their
20 counsel on a confidential basis before being
21 entered into evidence. You'll be given the
22 opportunity to review your transcript and correct
23 any typos or other errors before the transcript is
24 shared with the participants or entered into
25 evidence. Any non-typographical corrections will

1 be appended to the 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. Okay?

23 ANTONIO ESTRADA: Okay.

24 CHRISTINE MAINVILLE: Could you start
25 by explaining your role in Stage 1 of Ottawa's LRT

1 project.

2 ANTONIO ESTRADA: Yeah. So I was the
3 CEO of RTG. RTG was the consortium company, the
4 company who has the contract with the City of
5 Ottawa. I was appointed as the CEO somewhere in --
6 about March 2013, after financial close, and I was
7 in that position until March 2018, in which I was
8 replaced by Peter Lauch, and I -- the company moved
9 me to another project, which is the project in
10 California, the current project I am responsible
11 for.

12 CHRISTINE MAINVILLE: And for which
13 company were you working for?

14 ANTONIO ESTRADA: My employer -- my
15 employer is ACS Infrastructure Canada, one of the
16 partners of the RTG joint venture.

17 CHRISTINE MAINVILLE: Okay. And so
18 you're still employed by ACS?

19 ANTONIO ESTRADA: Yes.

20 CHRISTINE MAINVILLE: Okay.

21 ANTONIO ESTRADA: So I was seconded to
22 RTG.

23 CHRISTINE MAINVILLE: Right. And so
24 who would have been negotiating, effectively, on
25 behalf of RTG before financial close?

1 ANTONIO ESTRADA: So I didn't -- I
2 was -- I wasn't involved in the procurement process
3 or in the financial close process, so I have no
4 direct knowledge about the negotiations or who was
5 the -- negotiating on behalf of who.

6 CHRISTINE MAINVILLE: Okay.

7 ANTONIO ESTRADA: So I was -- I was
8 proposed as a -- as a CEO replacing the person that
9 was in our proposal that retired shortly after we
10 were awarded the project. So --

11 CHRISTINE MAINVILLE: Okay. Who was
12 that supposed to be?

13 ANTONIO ESTRADA: I think the person
14 that was nominated as the CEO was Eusebio Corregel,
15 another colleague from ACS that happened to
16 retire -- I believe it was before the -- even the
17 award of the contract.

18 CHRISTINE MAINVILLE: Okay. Could you
19 spell the name?

20 ANTONIO ESTRADA: Yeah. It's a Spanish
21 name. So Eusebio, E-U-S-E-B-I-O.

22 CHRISTINE MAINVILLE: Yes.

23 ANTONIO ESTRADA: Corregel is
24 C-O-R-R-E-G-E-L.

25 CHRISTINE MAINVILLE: Okay. And what

1 was his position at ACS at the time?

2 ANTONIO ESTRADA: I -- I don't know.
3 This person was -- was working in Spain at the
4 time, so I --

5 CHRISTINE MAINVILLE: Oh, in Spain.
6 Okay.

7 ANTONIO ESTRADA: Yeah, yeah.

8 CHRISTINE MAINVILLE: Okay. And do you
9 know why he was selected if he was about to retire?

10 ANTONIO ESTRADA: He was selected by --
11 by -- I think the -- his long experience in these
12 kind of projects, his rail experience, but I don't
13 know if, when he was selected, he had any specific
14 plan to retire.

15 CHRISTINE MAINVILLE: Okay.

16 ANTONIO ESTRADA: But at the end, the
17 company can't help it if somebody decides to retire
18 or leave the company.

19 CHRISTINE MAINVILLE: Of course. You
20 said his experience in rail? He had experience in
21 rail? Okay.

22 ANTONIO ESTRADA: Yeah.

23 CHRISTINE MAINVILLE: Okay. And do you
24 know why you were subsequently selected?

25 ANTONIO ESTRADA: Well, I was in Canada

1 at that time. I have not so long experience as
2 Mr. Corregel, but it was quite long experience as
3 well. I have some experience in rail as well, on
4 the construction side, and I was interviewed by the
5 City of Ottawa because I was not the person
6 proposed in the -- in the -- in the -- in our
7 proposal. I had an interview with Gary Craig
8 representing the City, and after the interview, the
9 City decided to approve my nomination.

10 CHRISTINE MAINVILLE: Got it. And so
11 was that after financial close or before?

12 ANTONIO ESTRADA: It was after
13 financial close.

14 CHRISTINE MAINVILLE: Do you know if
15 others were interviewed?

16 ANTONIO ESTRADA: There was another
17 candidate who was interviewed before me, a Canadian
18 candidate, that was rejected.

19 CHRISTINE MAINVILLE: That was
20 rejected, okay. And could you tell us a bit about
21 your experience and background? You said you had
22 some in rail.

23 ANTONIO ESTRADA: Well, I have
24 experience -- a long experience in construction in
25 general. I started with the company in 1985. I

1 have worked in construction and -- and -- and P3
2 contracts in -- in Spain, Latin America, U.S., and
3 Canada. I have -- the last -- my last -- ever
4 since 2009, I have been in -- in the P3 division of
5 ACS, either in U.S. and -- in Chile first and then
6 in U.S. and Canada, and really I have quite a long
7 experience in managing P3 contracts.

8 CHRISTINE MAINVILLE: Okay. And maybe
9 we can --

10 ANTONIO ESTRADA: And my specific -- my
11 specific experience in -- in rail is more related
12 to construction, and more related to rail
13 infrastructure is not very -- very extensive. I
14 have more experience in other construction fields,
15 but I think that what the City valued at that time
16 was my experience in P3 contracts.

17 CHRISTINE MAINVILLE: Okay. And so
18 maybe we can bring up your résumé, which sets out
19 that experience.

20 ANTONIO ESTRADA: Yeah.

21 CHRISTINE MAINVILLE: And so as we see,
22 you've been involved in a number of highways,
23 parkways, road infrastructure projects?

24 ANTONIO ESTRADA: Yes.

25 CHRISTINE MAINVILLE: And you have some

1 background in naval architecture?

2 ANTONIO ESTRADA: Yes.

3 CHRISTINE MAINVILLE: And otherwise --
4 but not any experience in transit systems.

5 ANTONIO ESTRADA: Well, not in railway
6 systems directly. During my construction -- as
7 a -- as a -- at the beginning of my professional
8 career, I have some experience in small rail --
9 rail infrastructure construction.

10 CHRISTINE MAINVILLE: Okay.

11 ANTONIO ESTRADA: But again, as -- in
12 my position of -- of CEO of the construction
13 company, my experience in managing P3 contracts was
14 I -- think is more relevant than specific
15 experience in construction - that is, more to the
16 constructor, in -- OLRTC, in the case of the
17 Confederation Line.

18 CHRISTINE MAINVILLE: Was there anyone
19 else on RTG's team that had experience in rail
20 systems?

21 ANTONIO ESTRADA: I don't think so. I
22 think that the experience in rail systems were more
23 on the construction side.

24 CHRISTINE MAINVILLE: Right, okay, and
25 I'll ask you about that in a bit. Let's file this

1 as the first exhibit, your résumé.

2 EXHIBIT 1: Résumé of Antonio Estrada

3 CHRISTINE MAINVILLE: Could you first
4 tell us a bit about how RTG was set up and what the
5 governance structure was?

6 ANTONIO ESTRADA: Yes. It was a small
7 team because, at the end, the contractor frame
8 was -- we have a contract with the City, a P3
9 contract with the City, and at the same time, we
10 have a construction contract with OLRTC, and the
11 construction contract was a drop-down: all the
12 construction conditions, technical provisions and
13 governance of the -- of the construction side of
14 the -- of the -- of the contract with the City; and
15 a maintenance contract, which was the same on the
16 maintenance side with RTM, which was the -- the
17 operator, the maintenance -- the maintenance
18 company. So the RTG team was -- was a CEO, which
19 was myself; I have -- I have a technical director,
20 which was Peter Lauch in my time; and then Peter
21 has an engineer, and -- one or two young field
22 engineers.

23 CHRISTINE MAINVILLE: Field engineers?
24 Is that what --

25 ANTONIO ESTRADA: Field engineers, yes.

1 And then there was a financial department. There
2 was a CFO. This position was -- was -- changed
3 persons at least two, three times in my -- my
4 period. And then a controller.

5 CHRISTINE MAINVILLE: And then -- okay.

6 ANTONIO ESTRADA: Yeah. And then an
7 office manager, of course.

8 CHRISTINE MAINVILLE: Who would OLRTC
9 be reporting to more specifically?

10 ANTONIO ESTRADA: Sorry, can you
11 repeat?

12 CHRISTINE MAINVILLE: OLRTC, would they
13 report to anyone in particular at RTG?

14 ANTONIO ESTRADA: No, RTG -- so we --
15 we have a -- we don't have a -- I will say a
16 hierarchic authority over OLRTC. We have a
17 contract with OLRTC.

18 CHRISTINE MAINVILLE: M-hm.

19 ANTONIO ESTRADA: We have contractual
20 parties. So we usually have a relationship with
21 the project manager and the deputy project manager,
22 but we have a kind of fluid relationship with them,
23 but basically the contractual conversations and the
24 formal conversations were taking place between the
25 project manager and deputy project manager.

1 CHRISTINE MAINVILLE: Okay, with
2 yourself and the technical director, being Peter
3 Lauch.

4 ANTONIO ESTRADA: Yes.

5 CHRISTINE MAINVILLE: So would there be
6 any interaction with OLRTC's board or the executive
7 committee?

8 ANTONIO ESTRADA: Yes. I was -- I was
9 invited sometimes to -- to board meetings. Not to
10 the full board meeting, but some -- some board
11 meetings to report or to -- to ask -- to respond to
12 questions that the construction board may have. I
13 reported to the -- of course the -- my -- the RTG
14 board.

15 CHRISTINE MAINVILLE: M-hm. Okay. So
16 the OLRTC board didn't report anything to you. It
17 was more that they may call you in --

18 ANTONIO ESTRADA: Yeah, yeah.

19 CHRISTINE MAINVILLE: -- just -- okay.
20 And so tell me about your own board and governance
21 structure, RTG's.

22 ANTONIO ESTRADA: Yeah. We have a
23 board that's -- which was -- with a representative
24 of all the partners: so ACS, SNC-Lavalin, and
25 EllisDon. We have regular board meetings in which

1 I -- I reported what was -- the development of the
2 project and the -- and the -- and the relationship
3 with the City. Sometimes -- a few times, they
4 decided to invite somebody from the OLRTC, OLRTC
5 team, usually the deputy project manager, to report
6 about the specifics of the construction, and
7 usually OLRTC accepted the invitation and went to
8 report. So we have a -- I have a delegation of
9 authority from the board, but I'm usually -- what
10 is -- was not in the -- within this delegation of
11 authority has to be approved specifically by the
12 board, either expenses that were not in the budget
13 or things like that.

14 CHRISTINE MAINVILLE: And would you
15 have much interaction with anyone from RTM during
16 the time you were involved?

17 ANTONIO ESTRADA: RTM was -- has a very
18 small structure during design and construction, and
19 yeah, and we -- we were -- and -- yes, the RTM
20 general manager was -- was part of the team, of
21 this small team during the construction. The
22 reason for that was that RTM were reviewing and
23 supervising the design and even the construction
24 to -- to be sure that the asset that they were
25 supposed to take over at the end of the

1 construction was complying with the technical
2 conditions and the -- and the -- and the
3 maintenance conditions that were agreed in the --
4 in the maintenance contract between O -- between us
5 and RTM -- RTM.

6 CHRISTINE MAINVILLE: And who was the
7 general manager of RTM during the construction?

8 ANTONIO ESTRADA: Was Grant Bailey,
9 Grant Bailey at the beginning, but Grant Bailey
10 left the company before -- before the end of the
11 construction.

12 CHRISTINE MAINVILLE: Do you recall if
13 it was towards the tail end, or?

14 ANTONIO ESTRADA: It was before I left.

15 CHRISTINE MAINVILLE: Before you left.

16 ANTONIO ESTRADA: Yes. I -- I left in
17 2018. I don't remember exactly when Grant left,
18 but probably was, like, about 1 year earlier than I
19 left, so about 9 months to 1 year.

20 CHRISTINE MAINVILLE: Okay.

21 ANTONIO ESTRADA: But I -- I -- I don't
22 remember exactly.

23 CHRISTINE MAINVILLE: And then was it
24 Claude Jacob that replaced him?

25 ANTONIO ESTRADA: There were some

1 candidates proposed to the City. The City rejected
2 at least two, and at the end, it was -- what was
3 name? I don't remember the name you mentioned.
4 It's --

5 CHRISTINE MAINVILLE: Claude Jacob?

6 ANTONIO ESTRADA: Claude, yeah.

7 CHRISTINE MAINVILLE: Yes.

8 ANTONIO ESTRADA: Was the -- was the
9 one who was approved by the City.

10 CHRISTINE MAINVILLE: So the City had
11 to approve the general manager?

12 ANTONIO ESTRADA: Yes. The City has to
13 approve all the key person -- there was -- in the
14 contract, there was a number of key persons that
15 couldn't be replaced unless the City approved the
16 replacement, or couldn't be replaced -- if -- if
17 one of the candidates -- one of the key persons
18 happened to leave the company - as Grant, for
19 instance - the City has to approve the replacement.

20 CHRISTINE MAINVILLE: That's in the
21 project agreement?

22 ANTONIO ESTRADA: Yeah, it was in the
23 contract, yeah.

24 CHRISTINE MAINVILLE: And so that --
25 who did that include, aside from the general

1 managers and the CEO of RTG? Do you recall who --
2 like, how broad that went?

3 ANTONIO ESTRADA: I don't remember
4 exactly, but it was for sure with the CEO of
5 RTG because I have to -- to -- I have to -- I was
6 interviewed by the City and approved, was the
7 general manager of -- of RTM and was the project
8 manager for the construction of OLRTC, these three
9 for sure. I don't remember if there was any -- any
10 other. Probably there was some others, but I don't
11 remember exactly.

12 CHRISTINE MAINVILLE: And what about
13 the engineering joint venture? Did they report to
14 RTG --

15 ANTONIO ESTRADA: No.

16 CHRISTINE MAINVILLE: -- or only to
17 OLRTC?

18 ANTONIO ESTRADA: The engineering joint
19 venture was a subcontractor of OLRTC, the same as
20 Alstom.

21 CHRISTINE MAINVILLE: M-hm.

22 ANTONIO ESTRADA: Or Thales.

23 CHRISTINE MAINVILLE: Did you have a
24 good understanding of the engineering joint
25 venture's role in the project?

1 ANTONIO ESTRADA: Well, there was -- I
2 was not -- I was not a -- so I didn't know the
3 subcontract, the documents. I didn't know the
4 conditions between the OLRTC and the -- and the --
5 and the engineers and the designer, but I know
6 that's a -- it was -- the designer was a joint
7 venture, and one of their members was SNC-Lavalin,
8 who was as well a construction partner and -- a
9 construction partner. I presumed that the role was
10 the usual role of the designer, but I don't know --
11 I'm not familiar with the specific conditions
12 between OLRTC and the designer.

13 CHRISTINE MAINVILLE: So RTG would not
14 have insight into any of the -- the main
15 subcontractors that OLRTC had or that RTM had?

16 ANTONIO ESTRADA: No. So we -- we
17 didn't know conditions with -- between OLRTC and
18 Alstom, OLRTC and Thales, OLRTC and the designer.
19 Of course we were -- we have reports about the
20 progress of the -- of the -- of the cars'
21 fabrication or with Thales's installation,
22 equipment installation, about the progress of the
23 design, but we don't know and we were not privy of
24 any claims, contractual discussions, or anything
25 like that between OLRTC and the subcontractors.

1 CHRISTINE MAINVILLE: And is that
2 typical in a P3, that -- to not have that -- to not
3 have insight into the subcontract?

4 ANTONIO ESTRADA: Yes. It's --
5 usually, you have a construction contract with the
6 constructor. The constructor has the -- has some
7 key subcontracts that either the construction
8 company or the client has to approve or -- but they
9 don't share usually the contractual aspects of --
10 or financial aspects of the subcontract.

11 CHRISTINE MAINVILLE: Okay. How did
12 RTG interact with the -- or interface with the
13 senior lender's technical advisor?

14 ANTONIO ESTRADA: So usually we -- we
15 interact through the admin agent, which was a
16 representative of the lenders, and with the LTA.
17 The LTA is the lender's technical advisor, and that
18 was Atkins, who was a British consultant, and
19 Atkins -- and it is common in every P3, the LTA has
20 to sign off on any construction payments that we --
21 that we made. They -- they usually visit the site
22 once a month, and they review the progress, review
23 all the documents, the monthly progress report. We
24 have a one-day meeting -- usually it was two days,
25 two days visit. One day is a -- is a -- is a

1 meeting, the whole day discussing the progress of
2 the construction, and there was a site tour the
3 other day. And after that, they were prepared to
4 discuss or approve the construction -- the
5 construction invoice. So we couldn't pay unless --
6 we couldn't even draw the money from -- from the
7 bank unless we have the sign-off on the -- of the
8 LTA.

9 CHRISTINE MAINVILLE: Did their level
10 of oversight remain the same throughout your time
11 there, the LTA?

12 ANTONIO ESTRADA: Okay, can you say it
13 again, please?

14 CHRISTINE MAINVILLE: Did the lender's
15 technical advisor's involvement remain the same, at
16 the same level, throughout your time on the
17 project?

18 ANTONIO ESTRADA: Yes.

19 CHRISTINE MAINVILLE: Okay. Were you
20 there when the City underwrote RTG's debt?

21 ANTONIO ESTRADA: I was. It was at the
22 end of my stage, yes.

23 CHRISTINE MAINVILLE: Okay. Do you
24 recall any impact of that on the project, or?

25 ANTONIO ESTRADA: Well, I -- I -- so

1 the -- when the -- the City underwrote the debt --
2 well, it was -- it was a decision of the City. It
3 was quite surprising. It was my first experience
4 in which I have the lenders and the -- and the
5 owner in the same entity. And yeah, the things
6 changed because I think that the -- in that time,
7 there were some -- there was a discussion about a
8 few claims, construction claims, with the City.

9 The City was -- was very concerned
10 about the delays in the contract, in the project,
11 and there were discussions about the responsibility
12 of the delays. There were discussions about the
13 feasibility of the schedule that OLRTC issued, and
14 what changed at that time, after the City
15 underwrote the debt, is that the City used both
16 positions as leverage in the negotiations. So the
17 City -- it is my opinion, of course. The City used
18 its position as a lender as a leverage in the
19 negotiations as a city, as an owner.

20 CHRISTINE MAINVILLE: M-hm. Do you
21 have any example of how that -- the kind of
22 leverage that would have --

23 ANTONIO ESTRADA: Yeah, I have a
24 specific example. So according to the construction
25 contract, if the constructor is delayed with

1 respect to the revenue service availability date of
2 the contract, they had to pay liquidated damages to
3 RTG, to the construction company, to cover the
4 costs on the debt service because at the end -- at
5 the end of this period, we were supposed to
6 start -- continue paying the debt service and then
7 repaying the principal of the debt, and we have no
8 revenues because our payments are delayed due to
9 the delay in the construction. So the -- the
10 City -- OLRTC was supposed to -- was -- had an
11 obligation to pay liquidated damages, a fair amount
12 of money, a daily rate -- I don't remember exactly
13 the daily rate, but it was more than \$150,000 a
14 day, right?

15 So we -- we start the negotiation with
16 the -- with the constructor about -- about --
17 because they were in a really -- they -- the cash
18 situation was really problematic because they have
19 cost overruns, they have delays, so we negotiated
20 with the constructor to reduce the liquidated
21 damages to the minimum necessary for them -- for us
22 to -- to continue with the -- with the -- to face
23 our obligations with respect to the lenders and our
24 own cost. This was -- this would pose some
25 reduction in the LDs - not too much, but some

1 reduction in the LDs to alleviate the cash position
2 of the OLRTC.

3 So when -- I -- of course, to do that,
4 I have to ask -- to seek the lender's consent,
5 right? Because this is one of the important
6 covenants of the -- of the contract, and we cannot
7 change any -- any provision of the contract, even
8 the -- the construction or the construction
9 contract, without the lender's consent when it
10 impacts the lender's interests. So -- but at that
11 time, of course, the lender was the City, so I have
12 a conversation with Marian Simulik, was the city
13 treasurer at the time, and Marian -- well, I have a
14 conversation with the admin agent first, who said,
15 You have to contact the City, the lender, directly.
16 So I contacted the City, Marian, and she was
17 crystal clear that they will not allow any
18 reduction of the -- of the liquidated damages, so
19 I -- my argument was, So we are ensuring to repay
20 the debt; this should be to your interest as a
21 lender, right, in this case, to ensure the
22 repayment of debt and to -- and to paying of the
23 debt -- of the interest and principal of the debt
24 service. So -- and she said clearly, No, I know
25 that, Antonio; I am aware of that, but we don't

1 want you to waive any LDs to the constructor,
2 period.

3 CHRISTINE MAINVILLE: We don't want you
4 to what? To --

5 ANTONIO ESTRADA: To waive, to waive
6 any --

7 CHRISTINE MAINVILLE: Waive any --

8 ANTONIO ESTRADA: -- of the LDs -- any
9 portion of LDs to the contractor, and that was
10 final. So I -- my interpretation of that is that
11 the City wanted to press the contractor, due to the
12 claim discussion, I would say, on all fronts, but
13 this is my interpretation again. So it was...

14 CHRISTINE MAINVILLE: I just want to
15 think this through. So the -- you said it was
16 150,000 --

17 ANTONIO ESTRADA: I don't remember
18 exactly the --

19 CHRISTINE MAINVILLE: Okay.

20 ANTONIO ESTRADA: It's about -- about
21 that. It's in the -- you have access to the
22 documents. It's in the construction contract.

23 CHRISTINE MAINVILLE: Of -- so around
24 that amount of money per day that OLRTC is...

25 ANTONIO ESTRADA: Have to pay after --

1 if they didn't -- they didn't achieve revenue
2 service availability by the contractual date, which
3 I think was about May 2018.

4 CHRISTINE MAINVILLE: Right. So does
5 that mean that ultimately they didn't have that
6 relief from May 2018 until August 2019, when
7 revenue service was met?

8 ANTONIO ESTRADA: I -- I believe so,
9 yes.

10 CHRISTINE MAINVILLE: To the best of
11 your knowledge, because you --

12 ANTONIO ESTRADA: To the best of my
13 knowledge, when I was at the -- so I left a few
14 months afterwards, and when I was there, we charged
15 those liquidated damages. What happened
16 afterwards, I don't know.

17 CHRISTINE MAINVILLE: And so OLRTC was
18 bleeding significantly?

19 ANTONIO ESTRADA: Yes.

20 CHRISTINE MAINVILLE: What were the
21 implications of that?

22 ANTONIO ESTRADA: Well, the -- the
23 implications of cash shortage in the construction
24 is usually delays, problems with subcontractors,
25 and so on. And usually, at the end, the partners,

1 I think, step up and -- and inject money in the --
2 in the project.

3 CHRISTINE MAINVILLE: Did that impact
4 their -- the resources they had available on the
5 project, to some extent?

6 ANTONIO ESTRADA: It may, but I don't
7 know if specifically there was some direct impact
8 due to this shortage. But of course --

9 CHRISTINE MAINVILLE: You don't know?

10 ANTONIO ESTRADA: -- it might impact,
11 yeah.

12 CHRISTINE MAINVILLE: Right. And what
13 informed Mrs. Simulik or the City's position, to
14 the best of your understanding, about not wanting
15 to waive any of the liquidated damages?

16 ANTONIO ESTRADA: They -- the only --
17 they -- she didn't provide any explanation. She
18 said, We don't want you to waive any of the LDs to
19 the -- to the -- to the contractor, period.

20 CHRISTINE MAINVILLE: Would their
21 interest simply be to maintain the pressure to meet
22 the RSA?

23 ANTONIO ESTRADA: But again, this is my
24 interpretation.

25 CHRISTINE MAINVILLE: M-hm.

1 ANTONIO ESTRADA: So they didn't
2 explain to me why or why not they did what they
3 did.

4 CHRISTINE MAINVILLE: All right. But
5 just in terms of you understanding the contractual
6 structure and whatnot, would that be the main
7 interest that they would have, from your
8 perspective?

9 ANTONIO ESTRADA: I don't know. Of
10 course, I don't think the City -- I don't think it
11 was in any detriment to the City to waive a portion
12 of the LDs to the contractor, provided that we
13 ensure the repayment of the debt --

14 CHRISTINE MAINVILLE: M-hm.

15 ANTONIO ESTRADA: -- right? So why the
16 City decided to -- not to provide consent even if
17 it was any -- it was not detrimental to the City, I
18 don't know. My interpretation is that they want to
19 keep the pressure, but this is my interpretation.

20 CHRISTINE MAINVILLE: Okay. The City
21 guaranteed 100 percent of the debt; is that
22 correct?

23 ANTONIO ESTRADA: I -- I don't know.
24 I -- so I don't know the conditions in --

25 CHRISTINE MAINVILLE: Okay.

1 ANTONIO ESTRADA: -- which the City
2 took over the debt because there was a negotiation
3 between the City and the lenders. I think we were
4 not part of the negotiation.

5 CHRISTINE MAINVILLE: Got it. But you
6 didn't see any reduction of the technical advisor's
7 involvement.

8 ANTONIO ESTRADA: No, not in my time.

9 CHRISTINE MAINVILLE: Okay. And what
10 led to the City's decision to underwrite the debt,
11 to the extent you're aware of --

12 ANTONIO ESTRADA: I -- this was part of
13 the -- this happens in the -- when we were
14 negotiating the Stage 2, and in principle, the
15 Stage 2 was approached as -- and I was not -- I
16 initiated the conversation with the City about the
17 Stage 2, but I was not -- so shortly afterwards,
18 the partners took over the negotiation about the
19 construction and the construction partners
20 directly, and the project team was not very much
21 involved, but the discussion -- so the first -- the
22 first approach of the Stage 2 was a P3 contract, an
23 extension of the P3 contract. At the end, the City
24 decided that they were not prepared to pay for the
25 equity that the lenders required to -- to -- so

1 there was not just -- the lenders required a
2 portion back. We did not adjust that to finance
3 the second -- the second stage. For -- for -- and
4 the City decided that they didn't want to pay for
5 the equity, and then the solution that they found
6 was to -- to cover the -- the full debt, to become
7 the lender. So the second -- the Stage 2 was very
8 much a design-build contract, not a P3 contract.

9 CHRISTINE MAINVILLE: And did the City
10 underwriting the debt have any impact on
11 information sharing and RTG's willingness to share
12 information with the City?

13 ANTONIO ESTRADA: No. I think that
14 we -- at the end, we -- the -- we shared
15 information with the City, according to the
16 contract, as an owner, and then the LTA was the one
17 informing the City about the project as a lender.
18 So the City had, at that time, two ways of -- or
19 two -- I would say two pipelines of information:
20 one from us directly according to the contract as
21 a -- as a City owner, and the other one according
22 to the financing documents from the LTA as a
23 lender.

24 CHRISTINE MAINVILLE: Got it.

25 ANTONIO ESTRADA: I'm not aware of any

1 restriction in information. They have two views
2 of -- of what is going on in the project since they
3 took over the debt.

4 CHRISTINE MAINVILLE: M-hm. And how
5 were communications with the City dealt with, or
6 how did those channels of communication go?

7 ANTONIO ESTRADA: So I can -- I can
8 speak about my time from 2013 to 2018. When the
9 City underwrote the debt, I -- it was shortly after
10 that I left, so I didn't --

11 CHRISTINE MAINVILLE: Yes. No, leaving
12 that aside, going back to the general --

13 ANTONIO ESTRADA: I think that the
14 relationship with the City was quite fluid. They
15 were very professional. We have a daily -- I would
16 say a day-to-day relationship with the -- with the
17 City project team which was led by Steve Cripps,
18 and Gary Craig was part of the -- was a part of the
19 team, and there were other consultants and City
20 employees that were part of the City team. We have
21 regular meetings. We have a -- again, we have a --
22 I think a fluid and professional relationship.
23 There was no -- no personal issues there, no
24 problems.

25 CHRISTINE MAINVILLE: M-hm.

1 ANTONIO ESTRADA: On the other hand, I
2 have -- as the CEO of RTG, I have regular meetings
3 or relationship with the -- with Nancy -- I don't
4 remember her name.

5 CHRISTINE MAINVILLE: Schepers?

6 ANTONIO ESTRADA: Nancy Schepers and
7 the City manager, Kirkpatrick at that time, and
8 afterwards with Kanellakos and Manconi that were
9 replacing both Nancy Schepers and Kirkpatrick.

10 CHRISTINE MAINVILLE: And was there a
11 change when John Manconi came in as general manager
12 of OC Transpo, came in to head the project?

13 ANTONIO ESTRADA: Well, it was a change
14 because -- because -- of course, when you change
15 the persons in -- change the management, usually,
16 right?

17 CHRISTINE MAINVILLE: M-hm.

18 ANTONIO ESTRADA: So the management
19 style of Nancy Schepers was very different from the
20 management style of John Manconi. I --

21 CHRISTINE MAINVILLE: How would you
22 describe those respective management styles?

23 ANTONIO ESTRADA: I don't know. There
24 was different stages as well because I think that
25 with -- in the time with Nancy Schepers, the

1 project was -- was going quite well. There was no
2 delays. We achieved the 417 construction on time,
3 and -- and -- it was before the -- I think it was
4 before the sinkhole as well, and that was the
5 main -- the main incident in the -- in the project.

6 So the -- Manconi -- the time with
7 Manconi, of course, especially after the sinkhole,
8 the delays of the project were obvious already, so
9 really, anything like the sinkhole on Rideau
10 Street -- that, I think, delayed the project by 7,
11 8 months, and in this kind of project, which is a
12 linear construction with a tunnel like the one that
13 we built in Ottawa, is really difficult if not
14 impossible to catch up, right? The City was very
15 concerned about -- about the delays.

16 CHRISTINE MAINVILLE: M-hm.

17 ANTONIO ESTRADA: So I think that the
18 approach was different with -- with -- from one
19 project that has no big issues to one project that
20 really is becoming -- becoming an issue for the
21 City because the City, of course, didn't want
22 delays.

23 CHRISTINE MAINVILLE: Would you say the
24 sinkhole was the biggest contributor to the --
25 those issues, those delay issues?

1 ANTONIO ESTRADA: When I was there,
2 yes. So I think that the sinkhole happened in June
3 2016, and there was a -- there was a substantial
4 delay in the tunnel, in the -- in the stations,
5 the -- the underground stations due to the
6 sinkhole. The construction made really a good
7 effort to catch up, but it was really difficult if
8 not impossible.

9 CHRISTINE MAINVILLE: Was that known
10 immediately, the impact it would have on the
11 construction?

12 ANTONIO ESTRADA: I think that at the
13 beginning, we -- we -- we told the City that it was
14 a between 6 and 8 months delay, as far as I
15 remember. I think it was probably that size of --
16 in our conversation with the city manager, our
17 meeting with the city manager. The City was really
18 concerned. They didn't -- of course, they didn't
19 welcome the news, right? And he -- he told us that
20 we have to make an effort to catch up, and we said
21 that's impossible. So I think that after that,
22 OLRTC submitted a new schedule with a very
23 aggressive plan to catch up, but that, at the end,
24 proved to be unrealistic.

25 CHRISTINE MAINVILLE: Unrealistic,

1 yeah.

2 ANTONIO ESTRADA: Yeah, unrealistic. I
3 think in my time the main issue was the sinkhole,
4 so I don't know if the final delay has been related
5 to other factors, like vehicle systems, other -- I
6 don't know. But at that time, the schedule that
7 OLRTC presented was basically trying to catch up,
8 the consequences of the sinkhole, that really were
9 very difficult to achieve.

10 CHRISTINE MAINVILLE: And I take it the
11 sinkhole, then, was -- well, impacted the critical
12 path?

13 ANTONIO ESTRADA: Yes.

14 CHRISTINE MAINVILLE: And RTG raised a
15 delay event and relief event shortly thereafter?

16 ANTONIO ESTRADA: Yes.

17 CHRISTINE MAINVILLE: Which were
18 refused by the City.

19 ANTONIO ESTRADA: Yes.

20 CHRISTINE MAINVILLE: Were there any --
21 well, let me put it this way: Was there anything
22 that you believe the City needed to do more than it
23 did in respect of the sinkhole, in terms of its
24 response to it?

25 ANTONIO ESTRADA: It's difficult to

1 say. So I remember just after the sinkhole, we --
2 we were working with the City for I think one week,
3 24/7, just repairing the -- the -- the hole,
4 restoring the surfaces, traffic and everything
5 else, and really it was a very good collaboration,
6 a really good teamwork, and the City was quite
7 satisfied by the result. We were able to restore
8 everything in -- I think it was 7 days, something
9 like that, right? I don't know if the City could
10 have done -- because, basically, at the end -- so
11 the -- to -- to restart the construction of the
12 tunnel, to re-excavate everything and -- and so on,
13 even to re-excavate through the concrete that we
14 used to fill the sinkhole, was something that
15 was -- was a construction activity. It was not --
16 was not something that -- that -- so I -- I think
17 that -- I don't know in other aspects of the
18 project afterwards, but regarding the sinkhole,
19 I -- I -- I don't know if the City could have done
20 anything else to help increase the speed of the --
21 of the catching up. I don't know.

22 CHRISTINE MAINVILLE: And what about
23 how it impacted the relationship between the two
24 parties?

25 ANTONIO ESTRADA: Well, the -- after

1 that, there was a -- there was a fundamental
2 disagreement about the root cause of the -- of the
3 sinkhole. The City's position -- and both parties
4 just ordered independent assessments. The City's
5 position was that the root cause of the sinkhole
6 was the geotechnical conditions of the area - which
7 were, in fact, very, very difficult - and as
8 geotechnical -- the geotechnical condition was our
9 full risk under the contract, they didn't have
10 responsibility about the sinkhole.

11 So OLRTC's position and RTG's position
12 was that there was a water main in the area that
13 was leaking, and it was the root cause of the -- of
14 the sinkhole. I don't think that any of the
15 independent assessments was, like, 100 percent
16 conclusive on that. So -- and this is -- was part
17 of the claim. I don't know what happened with the
18 discussion because when I left, this is -- was
19 still open.

20 CHRISTINE MAINVILLE: But did it
21 impact, then, the relationship, this dispute?

22 ANTONIO ESTRADA: No, I -- I don't
23 think -- well, of course the -- at that time, the
24 City started to be very pressing, very concerned
25 about the schedule, but not -- didn't impact the

1 day-to-day relationship with the City team, with
2 the collaboration with the City team as -- as
3 provided in the contract. Of course, the City
4 rejected all the claims, either time claims or --
5 or -- or other claims, but usually in this kind of
6 project, it's my experience you always try to keep
7 the claims separate to the day-to-day work in the
8 project and try not to mix one to the other
9 because, at the end, the consequences can be even
10 worse. So we tried the keep the progress of the
11 project and the cooperation with the client
12 independently of the claims that happen in every
13 project of this size, right?

14 CHRISTINE MAINVILLE: Did you think the
15 parties succeeded in doing that in this case,
16 during your time there?

17 ANTONIO ESTRADA: During my -- during
18 my time, I think so. So we were working with the
19 Steve Cripps team, which was the project team, very
20 much the same as before. At the -- at higher
21 levels, I would say Manconi, city -- city manager,
22 I think that probably the tone of the conversations
23 changed a bit, but nothing -- nothing, I would say,
24 out of what is normal in this kind of situation.

25 CHRISTINE MAINVILLE: M-hm. I take it

1 the sinkhole was not foreseeable to the parties?
2 Not something anyone had foreseen, a sinkhole of
3 this size?

4 ANTONIO ESTRADA: No, I don't think so.

5 CHRISTINE MAINVILLE: So would you have
6 expected the City to, you know, grant a bit more
7 leeway on the schedule given this risk that had
8 materialized?

9 ANTONIO ESTRADA: So when the -- when I
10 was there and -- I would say the 2 years or 1 and a
11 half years afterwards, the focus was to try to
12 catch up as much as possible rather than -- I think
13 the focus was catching up rather than, okay, let's
14 see that -- what will be a realistic schedule and
15 see what we can do or how we can amend the contract
16 to adapt to the new situation, right?

17 CHRISTINE MAINVILLE: M-hm.

18 ANTONIO ESTRADA: This didn't happen in
19 my time, so the -- the pressure from the City and
20 the focus of RTG and OLRTC was how we can do to
21 catch up - if not the full time that we have lost,
22 at least as much as possible.

23 CHRISTINE MAINVILLE: Okay. So you're
24 saying instead of saying, There's going to be a
25 delay; can we renegotiate the schedule, RTG decided

1 it would do whatever it could to catch up in light
2 of the fact that --

3 ANTONIO ESTRADA: RTG -- RTG didn't
4 decide that. I think the City -- City's pressure
5 was to not -- not to extend the schedule and to try
6 to catch up as much as possible.

7 CHRISTINE MAINVILLE: And that informed
8 RTG's position --

9 ANTONIO ESTRADA: Yes.

10 CHRISTINE MAINVILLE: -- in respect of
11 the sinkhole --

12 ANTONIO ESTRADA: You cannot
13 renegotiate the schedule or renegotiate the
14 contract to adapt to a new situation if the other
15 party doesn't want to.

16 CHRISTINE MAINVILLE: Right. So --

17 ANTONIO ESTRADA: And I think --

18 CHRISTINE MAINVILLE: Sorry.

19 ANTONIO ESTRADA: -- the priority at
20 that time was to try to catch up on the schedule as
21 much as possible, even if really it was, I would
22 say, quite unrealistic.

23 CHRISTINE MAINVILLE: So would -- this
24 is a bit hypothetical, but would RTG normally have
25 sought to -- or at least would have considered

1 reopening the schedule, renegotiating it, if it had
2 sensed that there would be more openness to it --
3 to that?

4 ANTONIO ESTRADA: Yes, of course, but
5 taking into account that there's no -- so there is
6 not an easy way either because, at the end,
7 extending the schedule and even -- even adapting
8 the -- the debt or discussing with the lenders the
9 situation, all this involved costs, additional
10 costs, that it would be a discussion about who
11 should bear the cost, right? So it's not like --
12 like that is an -- probably it was a more realistic
13 way, but it was not easy either, right? It was --
14 it was not just a discussion about time. It was a
15 discussion about time, cost, and the contractual
16 conditions and even the financing documents.

17 CHRISTINE MAINVILLE: So did you then
18 view the subsequent schedules that OLRTC produced
19 as unrealistic or over -- you said perhaps --

20 ANTONIO ESTRADA: The -- I think that
21 unrealistic, I would say -- I will say -- I would
22 use the word they were aggressive.

23 CHRISTINE MAINVILLE: Aggressive, yeah.

24 ANTONIO ESTRADA: Aggressive. They
25 were really aggressive, and -- and -- but at the

1 end, you need to -- you need to -- you have a --
2 high stakes, you have to be aggressive. So you
3 have a really difficult target, you have to be
4 aggressive, and you have to tell your team that
5 there is no -- there is no time to lose, and there
6 is no way that -- that anything can be -- can be --
7 can be wrong. At the end -- an aggressive schedule
8 means that everything is going to happen when it
9 has to happen and with no -- with no fails and
10 no -- and no problems and -- none of that. And
11 there's a lot of things that you -- you really --
12 are beyond your control in the schedule, right?

13 CHRISTINE MAINVILLE: Right.

14 ANTONIO ESTRADA: So...

15 CHRISTINE MAINVILLE: Okay. Do you
16 think that -- leaving aside the dispute as to what
17 the true cause of the sinkhole was, in terms of RTG
18 accepting the full geotechnical risk, ultimately,
19 do you -- was that risk, from your perspective,
20 placed on the party that was better placed to
21 address it, to take it on?

22 ANTONIO ESTRADA: Well, I was not --
23 this was a decision that was made during the
24 procurement process. There were some -- I
25 believe -- there was, I think, two or three options

1 with the geotechnical risk in the contract you
2 can -- that we -- we could choose.

3 CHRISTINE MAINVILLE: Yes.

4 ANTONIO ESTRADA: And I think that we
5 choose the full geotechnical risk because there
6 was -- the technical points were higher than using
7 the other -- and probably because the team that
8 made the decision, the construction team, was
9 really -- with information available in the tender
10 documents, they thought they were able to manage
11 the risk. And of course this is a construction
12 risk, and -- and the ones managing the construction
13 risk are the constructors.

14 CHRISTINE MAINVILLE: M-hm.

15 ANTONIO ESTRADA: In the
16 geotechnical -- in the geotechnical side depends
17 very much on the information -- the geotechnical
18 information provided by the client at the time of
19 the procurement, and I presume they decided to
20 assume the risk is because the geotechnical
21 information was good enough to do that.

22 CHRISTINE MAINVILLE: Could RTG
23 properly deal with it if the risk materialized in
24 the way that it did? Was it too much to take on in
25 hindsight, given what later transpired, or --

1 ANTONIO ESTRADA: I -- so really the
2 area of Rideau was glacial till, which is a kind of
3 a very (indiscernible) mix with water, so something
4 which is difficult to predict, right?

5 But the more difficult side of this
6 glacial till was in the Rideau cavern, the big
7 cavern of Rideau Station. And they succeeded in
8 finalized excavation in the same kind of material
9 without -- without any problem -- well, without any
10 problem, of course, with normal geotechnical
11 problems, with no sinkholes and nothing -- nothing
12 of the kind. And it was really -- I don't know if
13 I could call it bad luck or what, but it was really
14 a shame that we have the sinkhole in the last 50
15 metres of the tunnel that was, like, 3 kilometres
16 long, in a section that was much smaller than
17 Rideau cavern, and so should be easier.

18 CHRISTINE MAINVILLE: M-hm.

19 ANTONIO ESTRADA: But probably -- I
20 don't know. I don't know if -- of course, there is
21 the possibility of the -- of the -- of the water
22 main, or there's a possibility of very specific
23 geotechnical conditions there with more water
24 that -- that made things happen, what -- what
25 happened, right?

1 CHRISTINE MAINVILLE: So what part of
2 the project did the sinkhole impact? So not in
3 terms of delays, but in terms of what -- well, what
4 it did delay.

5 ANTONIO ESTRADA: So it delayed the
6 underground stations, the section of the tunnel in
7 the area, and it delayed the construction, delayed
8 installations of the systems, delayed installation
9 of the rails, delayed everything because it -- at
10 the end, the first activity is the excavation of
11 the tunnel. So if it has delays, everything --
12 everything -- the delays is -- is -- is transmitted
13 to all the subsequent activities.

14 CHRISTINE MAINVILLE: So it delayed
15 some of the testing, I take it?

16 ANTONIO ESTRADA: I was not there with
17 the testing, but I presume that the delay -- the
18 construction delay, the installation of the systems
19 and -- the installation of the systems -- the delay
20 of installation of systems was a delay in the
21 testing.

22 CHRISTINE MAINVILLE: Okay. Do you
23 recall what the -- what had been planned in terms
24 of a test track at the outset, what line or track
25 would be used for testing?

1 ANTONIO ESTRADA: So I remember at the
2 end some conversations about that, but I -- I don't
3 remember exactly what was the final decision.

4 CHRISTINE MAINVILLE: Okay. What is
5 your view on the sufficiency of the budget for this
6 project?

7 ANTONIO ESTRADA: So the construction
8 cost that was proposed by OLRTC was OLRTC risk.
9 They only -- they are the ones knowing the budget
10 risk that they assume, so I don't know.

11 CHRISTINE MAINVILLE: Okay.

12 ANTONIO ESTRADA: I have a -- I have --
13 I manage a construction contract with a lump sum --
14 a lump sum price contract in which they assume full
15 construction risk and full schedule risk. I can't
16 tell you if this was sufficient or they really made
17 a mistake in the -- in the proposal. I don't know.
18 Of course I am sure that the budget didn't
19 contemplate things like the sinkhole.

20 CHRISTINE MAINVILLE: M-hm.

21 ANTONIO ESTRADA: But there was an
22 insurance as well that paid for -- for part of
23 the -- of the restoration and -- and -- and so on,
24 so -- but I -- I'd -- I -- so in these kinds of
25 budgets, the constructor usually include

1 contingencies, but that's the issue: Are the
2 contingencies enough or not?

3 CHRISTINE MAINVILLE: You spoke a
4 little bit about the sort of governance structure
5 and that, but what level of oversight would RTG
6 have on the construction and the various aspects of
7 it, like the rolling stock, the infrastructure?

8 ANTONIO ESTRADA: So we -- we --
9 basically, we were -- so the -- OLRTC was -- was --
10 OLRTC's obligation was to provide the
11 infrastructure complying with the technical
12 conditions of the contract with the City, right?
13 We -- they have a -- they have a quality control
14 system implemented, and they were responsible for
15 site control and the quality control. So we have a
16 quality -- a quality assurance manager that audited
17 regularly OLRTC to ensure -- or to be sure that the
18 quality systems were effectively implemented and
19 working. So we didn't -- we didn't make that
20 control -- quality control, but we controlled the
21 quality systems to be sure that they did the
22 quality controls, and we audit -- audit regularly
23 OLRTC.

24 CHRISTINE MAINVILLE: And did that
25 include the rolling stock?

1 ANTONIO ESTRADA: Yes. I think there
2 was -- there was -- yeah. But the rolling stock
3 was a subcontract, so the quality control of the --
4 of the -- of the rolling stock was Alstom's
5 responsibility, so Alstom has a quality control
6 implemented -- quality assurance/quality control
7 implemented that OLRTC was supposed to audit it and
8 control, and we were -- we were auditing that OLRTC
9 were doing that.

10 CHRISTINE MAINVILLE: Okay. Were there
11 any major issues that came to your attention during
12 your time on the project in terms of these audits?

13 ANTONIO ESTRADA: In the
14 manufacturing -- in the vehicle manufacturing, you
15 mean?

16 CHRISTINE MAINVILLE: Well, in
17 particular, but -- let's start there.

18 ANTONIO ESTRADA: So I -- I don't
19 remember any main issue -- or any -- detected at
20 the manufacturing time in the vehicles, but one of
21 the problems that we detected and we discussed with
22 OLRTC - and it was an LTA's concern as well - was
23 that the testing of the vehicles were behind the
24 manufacturing. It means that -- that they were
25 advancing the -- or progressing the manufacturing,

1 and the testing were -- were happening way behind.
2 So it happens during the manufacturing a couple of
3 times that they detected, I would say, issues that
4 happen in all the vehicles once a big part of the
5 vehicles had been fabricated, and they had to
6 retrofit all of them, right?

7 CHRISTINE MAINVILLE: M-hm.

8 ANTONIO ESTRADA: So -- and one of the
9 concerns that we have at the beginning was that the
10 part of the testing which is supposed to test
11 the -- the -- the compliance with the -- with the
12 technical conditions, which is the qualification
13 tests, were -- was -- these tests were supposed to
14 happen in the -- in the first two or three vehicles
15 and before you start the -- the serial
16 manufacturing.

17 CHRISTINE MAINVILLE: M-hm.

18 ANTONIO ESTRADA: Otherwise, you have
19 the risk of -- of have to make big retrofittings in
20 the fleet because something in the design was not
21 correct, right? And I think that there was a
22 concern that the test -- both the qualification
23 testing and the -- and the serial testing were way
24 behind the manufacturing, and I -- I don't know,
25 but I -- I -- I believe that afterwards, they have

1 to retrofit nearly the full fleet or -- or -- a big
2 number of vehicles for issues that were not
3 detected on time.

4 CHRISTINE MAINVILLE: Right. And do
5 you recall why the -- this -- I'll call it
6 validation testing of the initial vehicles, why
7 that was delayed in the way it was?

8 ANTONIO ESTRADA: I -- I don't know.
9 We -- we -- I think Alstom delayed these tests -- I
10 probably -- they had difficulties. So at the end,
11 the -- they were manufacturing a train that was
12 never manufactured in Canada, in a facility that
13 was not an Alstom facility - it was a temporary
14 facility - with labour which was local and has been
15 trained but has no experience. So I think that the
16 conditions of Canadian content on the -- on the --
17 on the trains posed a risk in the fabrication
18 because they obliged to fabricate in the country.
19 There were no facilities of Alstom in Canada. They
20 fabricated the first vehicle in Hornell, in New
21 York State, in a facility that was not a facility
22 for this kind of train. It was an Alstom facility,
23 but it was not for this kind of vehicle.

24 They started the second vehicle in --
25 in -- in Ottawa. Of course, I heard afterwards

1 that the first vehicles really has been the most
2 problematic -- the first vehicles in the
3 manufacturing line had been the most problematic of
4 all of them, but this really -- I would say I'm not
5 surprised with that. So you start fabricating in a
6 new facility which is a temporary facility, with a
7 technology transfer from France, with labour which
8 is not -- which is not experienced, has been
9 trained but is not experienced. You are assuming
10 risk that you don't assume in a normal fabrication.

11 CHRISTINE MAINVILLE: You mean the
12 first vehicle that was built in Ottawa or the one
13 in Hornell?

14 ANTONIO ESTRADA: I think both. Both
15 had problems.

16 CHRISTINE MAINVILLE: Had suffered
17 issues? Okay.

18 ANTONIO ESTRADA: Yes. This is my --
19 my -- I don't have direct knowledge of that, but I
20 believe that this was what happened.

21 CHRISTINE MAINVILLE: Okay. So what is
22 your view of the suitability of the MSF for train
23 assembly?

24 ANTONIO ESTRADA: Well, I think -- I
25 think the MSF was -- so the facility that they

1 build to do the fabrication was good. I think that
2 it was not lack of means or anything like that. I
3 think it was more the level of experience of the --
4 of the -- of the labour and the -- and the
5 engineers that was a problem. And this, of course,
6 improved with time --

7 CHRISTINE MAINVILLE: M-hm.

8 ANTONIO ESTRADA: -- right? But at the
9 end, you have a ramp-up process for this that
10 really is not -- it doesn't happen with your other
11 trains in a factory of Alstom which is in France or
12 any other -- any other country with a factory which
13 is running, right?

14 CHRISTINE MAINVILLE: Right. Did you
15 have an understanding of how service-proven
16 Alstom's vehicle was, the Citadis Spirit?

17 ANTONIO ESTRADA: So the -- what I knew
18 is that this is -- this is an existing train in
19 Europe, but -- but the train that was required
20 by -- by -- by the City has a -- has a very --
21 very -- I would say particular features that was
22 not -- that were not in the -- in the -- in the --
23 in the European model, and as far as I
24 remember - and I'm really -- there are two main
25 differences. One is the speed. So I think that

1 the European Citadis is more a tram than a
2 commuter.

3 CHRISTINE MAINVILLE: More a tram?

4 Okay.

5 ANTONIO ESTRADA: Yes. So I think a
6 tram means something with a -- the maximum speed is
7 approximately 40 kilometres per hour, 50 kilometres
8 per hour. So the Ottawa train was -- requirement
9 was 100 kilometres per hour. Because -- because
10 the Ottawa is a train that goes through the city
11 centre, probably they -- the speed at the
12 underground portion is about 30, 40 kilometres per
13 hour, like a subway or a tram, but when it goes
14 to -- to the -- to the west and east end station,
15 it's more like a commuter.

16 CHRISTINE MAINVILLE: M-hm.

17 ANTONIO ESTRADA: It's -- it's a --
18 speed is much higher, so this is different. And,
19 of course, the other difference is the weather.

20 CHRISTINE MAINVILLE: M-hm.

21 ANTONIO ESTRADA: So Ottawa is not the
22 same as, I would say, Barcelona.

23 CHRISTINE MAINVILLE: Indeed. So were
24 those two risk factors that were known going into
25 the project with these vehicles?

1 ANTONIO ESTRADA: Yes.

2 CHRISTINE MAINVILLE: And do you have a
3 view as to the level of prescriptiveness of the
4 specifications for the vehicles?

5 ANTONIO ESTRADA: Well, I'd -- I'm not
6 familiar with the details, but I think that they
7 were there prescriptive because there was a lot of
8 discussions about conditions compliance, attaining
9 the conditions.

10 CHRISTINE MAINVILLE: Do you recall
11 whether they relied on U.S. standards as opposed to
12 European ones?

13 ANTONIO ESTRADA: I don't know. I
14 don't know. What I know is first that the electric
15 systems was a Canadian standard, which is different
16 from the European standard, which is another big
17 difference in the trains with respect to the
18 European Citadis are that the electrical standard
19 in Canada is very different from the European
20 standard. I don't know if Canada's -- the Canadian
21 standard is similar to the U.S.'s standard. I
22 don't know. What I know is it's different from the
23 European standard.

24 CHRISTINE MAINVILLE: What was your
25 view of whether the resulting model -- the

1 differences that were made to it from the European
2 version, what impact that had on whether the train
3 was service-proven or not?

4 ANTONIO ESTRADA: So -- so -- I don't
5 know. I -- I -- we were -- when we were just at
6 the facility at the MSF complete and producing
7 vehicles, we were quite optimistic because they --
8 the manufacturing, I think, ramped up very well.
9 The look of the trains were really good. As the
10 testing were delayed, we were concerned about the
11 delay, but we didn't have all the information
12 for -- at least in my time about what the problems
13 will be, right, in the future because you only see
14 what's happening when you test the vehicles. So --
15 and regarding the -- so Alstom is one of the two,
16 three companies in the world in rail, right?

17 CHRISTINE MAINVILLE: Yeah.

18 ANTONIO ESTRADA: So I didn't have any
19 reason to think that we were going to have
20 problems, technical problems, with Alstom, which is
21 one of the most experienced -- experienced
22 companies in -- companies in the world for that.

23 CHRISTINE MAINVILLE: Yeah. So you
24 spoke a bit about what -- some of the issues that
25 you saw, the fact that they were not building in a

1 usual production facility. What -- are there any
2 other things you think contributed to the issues
3 that the trains did face, ultimately?

4 ANTONIO ESTRADA: I don't know. I --
5 more than issues, what I -- I detected was what
6 I -- I don't know if I'd use the word "issues" or
7 "risk." I think that to build the train in a
8 facility which is not a regular facility, in a
9 country which is not the usual country they use,
10 and using labour which isn't experienced is a risk.
11 You may or may not have issues, but this -- of
12 course, you are assuming higher risk than if you
13 do -- you just order the trains in France, right?

14 CHRISTINE MAINVILLE: Right. And
15 should that inform the amount of testing to be
16 done?

17 ANTONIO ESTRADA: Sorry, say it again?

18 CHRISTINE MAINVILLE: Should that
19 inform -- should those factors inform the amount of
20 testing that's provided for?

21 ANTONIO ESTRADA: Yeah, but the amount
22 of testing is -- is the -- is the usual one that
23 you require when you are -- when you are buying a
24 train, right? I am now in another rail project in
25 California, and the testing is -- the amount of

1 testing is -- is -- is pretty similar, right? And
2 that -- but the -- I think the key is not -- the
3 key to prevent the issues is not the amount of
4 testing; it's the timing of the testing. So as I
5 mentioned, in my opinion, testing should have been
6 completed much earlier and -- in order to -- to --
7 to detect issues before the manufacturing was
8 really advanced, as happened in Ottawa.

9 CHRISTINE MAINVILLE: Yeah. So testing
10 on at least prototype vehicles --

11 ANTONIO ESTRADA: Yes.

12 CHRISTINE MAINVILLE: -- to then
13 implement on other vehicles. But what about at the
14 end in terms of full integration testing or just
15 dry running and burn-in periods? Is that something
16 that --

17 ANTONIO ESTRADA: I was not involved in
18 that -- in that stage, so --

19 CHRISTINE MAINVILLE: But should more
20 of that be provided for when you're dealing with a
21 new system and some of these risk factors that
22 you've mentioned?

23 ANTONIO ESTRADA: Yeah, I think that --
24 but the way to -- the way to mitigate that
25 risk - and it is certainly a risk, the integration

1 and -- and -- and -- testing, commissioning,
2 integration testing - is to have more time, which
3 is exactly what we didn't have.

4 CHRISTINE MAINVILLE: Right, yes. Is
5 this something that you've seen provided for in
6 contracts, like a specific burn-in period or
7 something that should be provided for?

8 ANTONIO ESTRADA: Yes. Usually in
9 the -- you mean that -- a trial running --

10 CHRISTINE MAINVILLE: Yes, exactly.

11 ANTONIO ESTRADA: -- before delivery?
12 Yes, this is quite normal in all the contracts.
13 You can call it dry running or another name, but it
14 is basically -- it's basically a period of running
15 the vehicles without issues. The time -- when you
16 detect an issue, you have to start over again, and
17 you need to have, like, a period of time of running
18 the vehicles without issues, which is -- I think
19 was similar to what we -- what we have in Ottawa,
20 but this is -- I think it's rather common in all --
21 all these kind of contracts.

22 CHRISTINE MAINVILLE: Right. Do you
23 recall what the plan was for trial running in this
24 case, when you were part of the project?

25 ANTONIO ESTRADA: No, I don't recall

1 that, and I don't think it was a final plan before
2 I left.

3 CHRISTINE MAINVILLE: Do you recall in
4 the project agreement a reference to 12 days, 12
5 consecutive days of trial running?

6 ANTONIO ESTRADA: Yes, I remember that.
7 Yeah.

8 CHRISTINE MAINVILLE: Do you have a
9 recollection of how that was interpreted at the
10 time by the parties?

11 ANTONIO ESTRADA: There was -- the --
12 I -- there were discussions at the end of my time
13 about how to make a realistic interpretation of
14 that 12 days, and the City was prepared to say,
15 okay, to -- I remember -- because I think the
16 wording of the contract was not, like, crystal
17 clear, I would say, and I remember discussions
18 about what kind of issues will make start over the
19 12 days again, what kind of issues -- if -- if
20 there's a limiting number, I guess, where the City
21 will allow it to continue, and what kind of --
22 yeah, basically these two kinds of issues: issues
23 that will, of course, mean that we need to start
24 over the 12 days again, and -- and -- after
25 correcting the issues, and minor issues that could

1 be, I would say, overlooked -- and, of course,
2 corrected afterwards, but -- didn't interrupt the
3 12 days trial running.

4 CHRISTINE MAINVILLE: Because at the
5 end of the day, it was understood that you
6 needed -- it depended on -- what caused a restart
7 or a pause --

8 ANTONIO ESTRADA: Yes.

9 CHRISTINE MAINVILLE: -- was dependent
10 on the -- that level could change, but it was
11 supposed to be 12 days consecutive --

12 ANTONIO ESTRADA: Yes, with --

13 CHRISTINE MAINVILLE: -- running,
14 smooth running, of passes, 12 passes.

15 ANTONIO ESTRADA: Yeah, yeah, exactly.

16 CHRISTINE MAINVILLE: And do you recall
17 some criteria or requirements being agreed to in
18 2017 in respect of trial running?

19 ANTONIO ESTRADA: No. I -- I only
20 remember conversations about -- about this
21 approach, but I -- I don't remember seeing any
22 specific list of issues that were supposed to -- to
23 make us to repeat the testing from the beginning or
24 other issues that -- that were supposed to -- to be
25 passed and addressed afterwards. So I don't

1 remember seeing any specific list of issues, these
2 kind of -- I don't remember conversations about
3 this approach.

4 CHRISTINE MAINVILLE: Okay. Do you
5 remember when the broader plans for testing and
6 commissioning were devised?

7 ANTONIO ESTRADA: No.

8 CHRISTINE MAINVILLE: Do you recall the
9 engineering joint venture's involvement in planning
10 the -- a variety of the tests, of the integration
11 testing tests and the like?

12 ANTONIO ESTRADA: No. I think there
13 was more -- I -- I don't know about the specific
14 involvement of the engineering joint venture with
15 Alstom, Thales, and OLRTC. These were, I would
16 say, specific internal conversations with the
17 restriction that they usually didn't share with us.
18 So technical issues -- internal technical issues
19 were not -- were discussing internally in the
20 construction joint venture. Contractual issues
21 were discussed with -- discussed with us.

22 CHRISTINE MAINVILLE: Okay.

23 ANTONIO ESTRADA: But -- technical
24 issues that -- with contractual consequences were
25 discussed with us, but internal technical

1 discussions, organization and so on, were usually
2 not discussed with us - not even shared with us.

3 CHRISTINE MAINVILLE: Do you recall any
4 issues with Thales that you would have been
5 involved in? Or RTG, when I say "you."

6 ANTONIO ESTRADA: I recall some
7 discussions about -- about the constructor trying
8 to -- to push Thales to -- to start the
9 installation and testing of the wayside equipment
10 with the construction still going on in order to
11 overlap activities and to save time, and they --
12 and usually the -- Thales's position was very
13 difficult to -- to do that, so they usually refused
14 to -- to be stalled by construction activities when
15 they were doing their job.

16 CHRISTINE MAINVILLE: Right.

17 ANTONIO ESTRADA: I have knowledge
18 about that, but I don't have -- I haven't discussed
19 myself directly about this issue either with Thales
20 or OLRTC. I know that it was -- I thought it was
21 general knowledge that this was happening.

22 CHRISTINE MAINVILLE: Okay. And were
23 there similar issues with Alstom or other issues?

24 ANTONIO ESTRADA: Not similar because
25 Alstom was not -- was not -- I would say was not so

1 dependent on construction because the actual
2 activity was just the production activity, to
3 deliver the vehicles. Of course there were other
4 issues with Alstom. There was a lot of
5 discussions, contractual discussions and technical
6 discussions, between OLRTC and Alstom that they
7 didn't share with us.

8 CHRISTINE MAINVILLE: Okay. What about
9 the availability of the test track for Alstom? Was
10 that -- there were -- were there -- do you recall
11 delays to that or issues?

12 ANTONIO ESTRADA: So I remember
13 discussions about that. I don't remember what
14 happened at the end. I don't remember what -- what
15 was the solution to the -- to the -- to the
16 discussions or what -- what's -- what's happened.

17 CHRISTINE MAINVILLE: Okay. Do you
18 recall whether the MSF was late?

19 ANTONIO ESTRADA: I -- I don't recall
20 substantial delay in the MSF. What I recall is a
21 discussion between OLRTC and Alstom with regard to
22 what it means for Alstom "MSF readiness." It was
23 different from what OLRTC understood "readiness"
24 was supposed to be, right? So Alstom was very
25 particular about the -- the -- the -- about --

1 about the -- how clean the facility was before
2 starting to install any tools or any -- or any
3 manufacturing facilities there. This is Alstom's
4 position. OLRTC's position was Alstom is delayed,
5 is trying to find excuses to delay or put on us
6 their delay, saying that the MSF is not ready just
7 because there is a couple of electricians there
8 just changing a bulb, right? I -- I -- I knew that
9 this kind of discussion was happening. I was not
10 involved directly in the discussions because it was
11 between OLRTC and Alstom as a subcontractor.

12 CHRISTINE MAINVILLE: And do you recall
13 what led to the delays on the main line? Was it
14 just a result of the sinkhole, or were there other
15 delays that --

16 ANTONIO ESTRADA: I would -- I was
17 there -- the main delay in the main line in -- was
18 the sinkhole because the -- the -- the underground
19 portion of the line was -- was delayed.

20 CHRISTINE MAINVILLE: M-hm.

21 ANTONIO ESTRADA: I don't know if
22 it's -- there was a reason of delays afterwards in
23 the remaining of the line.

24 CHRISTINE MAINVILLE: Okay. And do you
25 recall what the main cause of the delays on the

1 trains were, on the rolling stock?

2 ANTONIO ESTRADA: Alstom started the
3 manufacturing much later than expected, and the --
4 and the ramp-up took some time to start the
5 manufacturing. I would say to -- to reach the
6 cruising speed in the manufacturing took some time.
7 Afterwards, there was -- the -- the -- the
8 manufacturing pace was good, but again, I think at
9 the end, the problem was that the testing was
10 behind, and what we thought was -- there were
11 trains ready to be delivered, they were not. There
12 were trains that need to fix a lot of issues and
13 were trains that need even retrofitting.

14 CHRISTINE MAINVILLE: Do you recall RTG
15 stopping -- or not -- no longer reporting on delays
16 for a period of time to the IC? Or no longer
17 providing a schedule for -- schedules for a period
18 of time?

19 ANTONIO ESTRADA: To the -- to the IC?

20 CHRISTINE MAINVILLE: Yes, to the
21 independent certifier?

22 ANTONIO ESTRADA: No, I don't remember
23 that. So in -- when I was in the project, the
24 independent certifier's role was certifying the
25 milestones.

1 CHRISTINE MAINVILLE: M-hm.

2 ANTONIO ESTRADA: The milestone
3 payments from the City. I was not involved in the
4 last stage of the independent certifier certifying
5 revenue service.

6 CHRISTINE MAINVILLE: Yes. Do you
7 recall the independent certifier having concerns
8 about not being provided a fully mitigated schedule
9 and a true understanding of some of the --

10 ANTONIO ESTRADA: I -- I do not recall
11 that.

12 CHRISTINE MAINVILLE: Okay. Do you
13 recall the IC not being made aware of the
14 commencement of commissioning?

15 ANTONIO ESTRADA: No.

16 CHRISTINE MAINVILLE: I think we should
17 take a break, so we could go off record.

18 -- RECESS AT 3:24 --

19 -- UPON RESUMING AT 3:48 --

20 CHRISTINE MAINVILLE: Can you tell me
21 whether there was any early planning on the systems
22 integration piece?

23 ANTONIO ESTRADA: Well, there was -- of
24 course there was an early planning that was in the
25 schedule, in the project schedule. I don't think

1 it was very detailed. But yeah, this is what we
2 have -- as far as I know, this was our earliest
3 planning for the system integration.

4 CHRISTINE MAINVILLE: Who was supposed
5 to be responsible for the systems integration?

6 ANTONIO ESTRADA: OLRTC.

7 CHRISTINE MAINVILLE: OLRTC?

8 ANTONIO ESTRADA: For sure, was
9 supposed to be responsible for the integration
10 between -- between the -- Alstom, Thales, and --
11 and the -- and the electrical installation that
12 they --

13 CHRISTINE MAINVILLE: Right. So also
14 the overall integration?

15 ANTONIO ESTRADA: Right.

16 CHRISTINE MAINVILLE: Do you know who
17 specifically within OLRTC?

18 ANTONIO ESTRADA: I don't remember --
19 there was some -- more than one person dealing with
20 systems along the project, but I don't -- I don't
21 remember their names, and I don't -- I don't
22 remember which one was the final one, the one who
23 carried -- carried out the integration.

24 CHRISTINE MAINVILLE: And do you recall
25 if -- which of the consortium partners was

1 primarily supposed to be responsible for that at
2 all or how that played out?

3 ANTONIO ESTRADA: They were an
4 integrated joint venture, so there was no -- so the
5 partners provided staff to the joint venture, but
6 they didn't have a compartment of responsibility
7 within the construction.

8 CHRISTINE MAINVILLE: And do you recall
9 any gaps or any conflicts relating to who was to
10 perform part of that role?

11 ANTONIO ESTRADA: No. No. This kind
12 of discussions, it -- if it did happen were
13 internal discussions within OLRTC, so probably even
14 within the OLRTC board.

15 CHRISTINE MAINVILLE: Okay.

16 ANTONIO ESTRADA: But they didn't share
17 the discussion with us.

18 CHRISTINE MAINVILLE: And do you recall
19 any challenges arising on the systems integration
20 front during the project?

21 ANTONIO ESTRADA: I -- I -- there was
22 an awareness that this was a sensible [sic] and
23 risky part of the project, but I was not aware of
24 any specific issue that was raised early, at early
25 times.

1 CHRISTINE MAINVILLE: Okay. What is
2 your understanding of OLRTC's level of expertise in
3 that area?

4 ANTONIO ESTRADA: Well, I think that
5 among the -- so considering the three partners, I
6 think that there was -- they have the experience to
7 carry out the project. So I think Dragados was
8 more -- so the most experienced partner in civil
9 construction and tunnelling, especially in
10 tunnelling. They -- they have a -- a --
11 gentleman -- Austrian subcontractor with long
12 expertise in tunnelling, has been cooperating with
13 Dragados for many, many years. I think EllisDon
14 has a -- had experience in vertical construction,
15 so EllisDon's experience was applied, I believe, to
16 the stations specifically, and SNC-Lavalin was
17 responsible for -- was the company who built Canada
18 Line, and they have direct experience in systems
19 and systems integration, and -- although there were
20 not division of responsibilities, so the staff of
21 Dragados was mainly involved in civil construction
22 and tunnelling, the staff of SNC-Lavalin were more
23 involved in the systems integration and testing,
24 and EllisDon staff was more involved in the
25 vertical construction, and then there were a third

1 team at the top making the decisions, right? But
2 it was not -- not that Dragados was solely
3 responsible for the tunnelling and SNC was solely
4 responsible for the systems. It wasn't -- it was
5 not the case.

6 CHRISTINE MAINVILLE: Do you recall,
7 similar to what happened with you and the person
8 who was put in the proposal as the CEO not being
9 available, do you recall that happening for OLRTC,
10 that the -- many of the people who had been put
11 forward as part of the proposal were not ultimately
12 available for the OLRT project?

13 ANTONIO ESTRADA: Well, I remember some
14 of them were not available, but this -- this -- so
15 since we sent the -- like, our joint venture sent a
16 prequalification request or a -- there was a
17 proposal in which you have to add the key persons.
18 These will -- sometimes there's one or more than
19 one year of time between this proposal and the
20 final award. So it's very common on these projects
21 that the people who was proposed at the -- at
22 the -- at -- in the proposal was not available.
23 Sometimes they proposed people that is not even --
24 they have been working with the company but is not
25 in the company, and they can be hired as freelancer

1 but they decided to do otherwise when the time
2 comes to engage with the project, so -- see, this
3 happens not only in the Confederation Line project.
4 This happens regularly in all these kinds of
5 projects.

6 CHRISTINE MAINVILLE: Right. And
7 sometimes you might get more than one project at
8 once, and resources have to be allocated between
9 them.

10 ANTONIO ESTRADA: I -- it's possible
11 that this happens.

12 CHRISTINE MAINVILLE: Do you recall SNC
13 having that issue as it relates to it working on
14 the Evergreen Line at the same time and needing
15 to --

16 ANTONIO ESTRADA: I don't remember
17 that.

18 CHRISTINE MAINVILLE: Okay. So what
19 would you say was the level of experience that
20 OLRTC had on light rail and rapid transit?

21 ANTONIO ESTRADA: I think there was
22 good experience because, as I said, there was
23 the -- the different -- different areas of
24 expertise were -- were sharing the joint venture.
25 All -- the three companies has different areas of

1 expertise, of course, but there were -- there were
2 a few people in OLRTC that had been involved in
3 light train -- light rail projects before, either
4 with -- especially with SNC, right? Even there
5 were -- there were people that used to work in
6 Alstom, other -- other manufacturing -- Bombardier,
7 other manufacturing companies. So I think the
8 level of expertise was -- was -- was good.

9 CHRISTINE MAINVILLE: Do you recall who
10 would have been -- who at OLRTC would have been
11 looking at sort of the overall picture, kind of
12 from a systems integration perspective but in terms
13 of a systems engineer?

14 ANTONIO ESTRADA: Sorry, can you repeat
15 the question, please?

16 CHRISTINE MAINVILLE: Yes. Who -- in
17 terms of the overall systems integration --

18 ANTONIO ESTRADA: Yes.

19 CHRISTINE MAINVILLE: -- who, during
20 the earlier time frame when you were there, would
21 have been looking at the overall picture in terms
22 of systems integration, to the best of your
23 recollection?

24 ANTONIO ESTRADA: I -- I remember that
25 there was a -- responsible for systems from the

1 earlier stages, I don't remember the name -- were
2 more than one, I think, but I don't remember -- so
3 I -- I -- I don't know what was exactly what they
4 were doing because at the -- of course, the three
5 first years, the focus was in construction, and the
6 tunnel was the -- there was two key issues, two
7 critical issues. One is to have the team ready to
8 be able to start the construction of the line, and,
9 of course, the progress of the tunnel. So I think
10 at that time, systems integration was considered
11 something still far away.

12 CHRISTINE MAINVILLE: Okay. So it
13 was -- there was less focus on it early on.

14 ANTONIO ESTRADA: Yeah, of course.

15 CHRISTINE MAINVILLE: Do you mean at
16 OLRTC's level or both -- or at RTG's level, or
17 both?

18 ANTONIO ESTRADA: I think both.

19 CHRISTINE MAINVILLE: Okay.

20 ANTONIO ESTRADA: I think there was --
21 the -- the -- the focus was tunnel, for cementing,
22 and of course the -- the -- the -- to start the
23 manufacturing of vehicles as soon as possible.

24 CHRISTINE MAINVILLE: Of the vehicles,
25 you said? Yeah. Would you have had any knowledge

1 of a systems engineering plan?

2 ANTONIO ESTRADA: No.

3 CHRISTINE MAINVILLE: Okay. And would
4 you have had a sense of whether the designs were
5 progressing or being developed at the right pace?

6 ANTONIO ESTRADA: Well, I think the
7 design took longer than planned, but I have seen
8 this in nearly 90 percent of the projects I have
9 been involved in, so it was not -- Ottawa was not a
10 special case for that.

11 CHRISTINE MAINVILLE: Okay.

12 ANTONIO ESTRADA: So I think that there
13 were complaints in the construction side about
14 delays caused by the designer. There were
15 complaints about starting the procurement or even
16 the -- starting sometimes -- not the
17 construction -- even sometimes even the
18 construction with the design still not complete,
19 100 percent complete, would always add risks to the
20 construction, right? Especially because you -- you
21 go with a -- with an incomplete design to a
22 subcontractor, you get a quote, but of course this
23 quote is -- can be more liquid than a quote with a
24 final design, right? So there was some kind of
25 complaints. I -- this is what I heard in the

1 discussions with OLRTC, and even between OLRTC,
2 RTG, and the City where it was mentioned, but I
3 can't tell you about the specific cases.

4 CHRISTINE MAINVILLE: You don't recall
5 which designs in particular were delayed, or?

6 ANTONIO ESTRADA: No.

7 CHRISTINE MAINVILLE: No. And you
8 don't know why?

9 ANTONIO ESTRADA: No. This -- this
10 was -- these kinds of discussions were internal
11 between the designer and the constructor.

12 CHRISTINE MAINVILLE: Okay. Do you
13 recall hazard logs? Basically the entity -- each
14 entity would have a log of hazards, potential
15 risks?

16 ANTONIO ESTRADA: Potential -- yeah,
17 there was a risk log, and that was managed by
18 OLRTC.

19 CHRISTINE MAINVILLE: Okay. Do you
20 recall an integrated log, or was it individual
21 logs?

22 ANTONIO ESTRADA: I -- I -- I think
23 there was an individual -- an integrated log on the
24 construction side, for the constructors. These --
25 these -- yeah, I -- I -- I knew that there was a --

1 and it's normal that this kind of document is -- is
2 indicated. I don't remember being -- being briefed
3 about this log regularly.

4 CHRISTINE MAINVILLE: Is that something
5 RTG would have normally tracked or wanted to track?

6 ANTONIO ESTRADA: Well, yes, just for
7 information because, at the end, the construction
8 risk was allocated in the construction contract,
9 in -- I think it was located in the construction
10 company. So for information, for knowing what
11 should we expect on the construction, to know the
12 risks, yes, but -- but at the end, the construction
13 risk was in full for the construction company, and
14 they choose how to manage the risk and how to track
15 the risks.

16 CHRISTINE MAINVILLE: Okay. Was the
17 decision made not to automate the yard taken during
18 your time on the project?

19 ANTONIO ESTRADA: I remember
20 conversations about that possibility in my time. I
21 don't remember whether the decision was made in my
22 time or not. I remember the conversations at the
23 end of my time on this.

24 CHRISTINE MAINVILLE: Do you recall
25 what may have led to a change in that regard, in

1 terms of not automating it at that time?

2 ANTONIO ESTRADA: I think that was due
3 to operational purposes, and -- and I think that it
4 was related to the second stage of the MSF. So
5 I -- I -- I -- this is something that's -- I
6 vaguely remember, but I think there was -- I
7 believe the -- one of the reasons was that it was
8 not possible to build the MSF extension. It was
9 not compatible with the full automated yard.

10 CHRISTINE MAINVILLE: Right. And was
11 that extension to the MSF needed because of the
12 Stage 2 vehicles?

13 ANTONIO ESTRADA: Yes.

14 CHRISTINE MAINVILLE: Do you know what
15 impact that would have, the fact of not having an
16 automated yard, for revenue service? For service
17 operations, I should say.

18 ANTONIO ESTRADA: I don't know. I --
19 probably -- probably more staff from RTM, but... I
20 don't know what else.

21 CHRISTINE MAINVILLE: What was provided
22 for during your time about when the system would go
23 into service following revenue service
24 availability? Like, how long after RSA was met was
25 it expected that the system would go into

1 operation, public operation?

2 ANTONIO ESTRADA: I don't know.

3 CHRISTINE MAINVILLE: Was there any --
4 during your time, was there ever any discussion
5 about a progressive start to operations or a slow
6 start?

7 ANTONIO ESTRADA: At the very end, I
8 remember some discussions about the possibility
9 of -- of starting operations with the -- not with a
10 full fleet, but there was no -- I don't remember
11 any conclusion on that.

12 CHRISTINE MAINVILLE: You don't
13 remember a conclusion, you said?

14 ANTONIO ESTRADA: I don't remember any
15 conclusion on that.

16 CHRISTINE MAINVILLE: Okay.

17 ANTONIO ESTRADA: It was a discussion.

18 CHRISTINE MAINVILLE: Do you recall who
19 raised that, like whether it was the City or RTG?

20 ANTONIO ESTRADA: No, I don't remember
21 that.

22 CHRISTINE MAINVILLE: How would you
23 describe the City's oversight of the construction?

24 ANTONIO ESTRADA: Well, I think it was
25 quite -- I would say the standard oversight that

1 the clients do in these kind of projects.

2 CHRISTINE MAINVILLE: And what about
3 the City's level of expertise or experience with a
4 project like this?

5 ANTONIO ESTRADA: Well, no, I -- I --
6 it was -- it was -- well, the City said this is the
7 biggest project since the Rideau Canal, so they
8 didn't have experience in big projects like that.
9 And they -- I think that they didn't have
10 experience in P3s either. So I remember at the
11 beginning, there was a few -- a few key persons in
12 the City that have a full understanding of a P3
13 contract, of what is the meaning of the P3
14 contract, what -- what -- what kind of
15 (indiscernible) means in a P3 contract, but there
16 were a lot of -- all the City team members,
17 especially the project people in the -- at the
18 project level, that were really unfamiliar with
19 these kinds of contracts.

20 CHRISTINE MAINVILLE: Did that have
21 a -- any impact on the project or on the
22 relationship?

23 ANTONIO ESTRADA: Well, they were
24 focussed on the construction, and -- and the
25 construction for them worked more or less as a

1 design-build project with the company in the
2 middle, which was RTG, and they were focussed on
3 the technical conditions, on the technical part of
4 the contract rather than the full payment system
5 and everything else which is in the P3. Yeah.

6 CHRISTINE MAINVILLE: So was their
7 focus not in the right place, would you say?

8 ANTONIO ESTRADA: No, I think that -- I
9 think that during the construction time, the focus
10 is construction, so they were in the right place --

11 CHRISTINE MAINVILLE: Okay.

12 ANTONIO ESTRADA: -- on that. But of
13 course there were some -- when -- there was some
14 discussions about the meaning of the
15 (indiscernible), for instance, that we have to
16 understand or to make them understand that -- that
17 there's -- a bit different that's in a design-build
18 contract.

19 CHRISTINE MAINVILLE: Did they bring in
20 the right advisors and the right amount of
21 advisors?

22 ANTONIO ESTRADA: They brought quite a
23 lot of advisors, either individual advisors or
24 consultants. I can't tell if there was the right
25 amount or not. This -- I don't know.

1 CHRISTINE MAINVILLE: Okay. Do you
2 have a view as to whether the operator, OC Transpo
3 in this case, should have been involved earlier in
4 the project, in the design build?

5 ANTONIO ESTRADA: So -- I don't know.
6 OC Transpo was a bus operator, so they didn't have
7 experience in train operation, and they didn't have
8 experience in construction either. So I -- I don't
9 know how they could have been involved directly in
10 the process without any -- without any experience
11 in either design and construction or rail
12 operation.

13 CHRISTINE MAINVILLE: Well, let me ask
14 you this: When John Manconi came onboard, did he
15 take on a role that was, from your perspective,
16 different from that of his role as the general
17 manager of OC Transpo, or did he bring some
18 operational insight into the project?

19 ANTONIO ESTRADA: I think that the --
20 John brought operational concerns rather than
21 operational insight --

22 CHRISTINE MAINVILLE: Okay.

23 ANTHONY ESTRADA: -- to the project
24 because they didn't have experience in operation.

25 CHRISTINE MAINVILLE: Right. Right.

1 And so would that not assist to a certain extent,
2 to have some level of input from the operator about
3 how they are planning for operations to sort of
4 inform and coordinate with the design of the
5 project?

6 ANTONIO ESTRADA: We were not
7 dealing -- so we were dealing with an inexperienced
8 operator, so we -- both sides were sticking to the
9 technical provisions of the contract. We -- yeah.
10 I don't think the relationship was based in a -- it
11 was not like you have a long experienced operator
12 that have an approach that is, of course, complying
13 with the technical provisions but focussing in on a
14 more practical approach, a more real approach,
15 because sometimes in the contract, there is not
16 written everything, right? Now, I don't think that
17 was the case because they didn't have experience,
18 so --

19 CHRISTINE MAINVILLE: So if there had
20 been experience -- like, if it had been an
21 experienced commercial operator of rail, do you
22 think then there would have been value in
23 integrating them --

24 ANTONIO ESTRADA: Yeah, I'm sure of
25 that. We're having -- it would have added value to

1 the -- to the process for sure.

2 CHRISTINE MAINVILLE: Okay. Do you
3 recall when RTG knew that the May 2018 RSA date
4 would not be met?

5 ANTONIO ESTRADA: Yeah, I think it was
6 probably by -- by the end of the summer of 2017.
7 It was after -- after failing in -- I think in a
8 couple of -- of very ambitious catchup plans, I
9 think that it was really clear that May -- I don't
10 remember exactly the date, but May 2018 was not
11 possible anymore.

12 CHRISTINE MAINVILLE: And it's fair to
13 say RTG had good insight into OLRTC's schedule?

14 ANTONIO ESTRADA: Yeah, we -- we were
15 updated on the schedule. Of course, we have our
16 opinion about the feasibility of some of the -- of
17 the -- of the assumptions in the schedule, but at
18 the end, it was OLRTC's responsibility.

19 CHRISTINE MAINVILLE: So at the end,
20 you would just rely on the OLRTC schedule in terms
21 of reporting up?

22 ANTONIO ESTRADA: Yes. Yeah, I -- I --
23 I reported my -- my -- the schedule to -- to my
24 board, and I gave my opinion about the feasibility
25 of the schedule.

1 CHRISTINE MAINVILLE: And what was that
2 opinion? Did you believe that time was not
3 feasible?

4 ANTONIO ESTRADA: In summer, we -- I
5 think we have the feeling that getting the revenue
6 service by May of the following year was no longer
7 possible.

8 CHRISTINE MAINVILLE: Was what?

9 ANTONIO ESTRADA: Was no longer
10 possible.

11 CHRISTINE MAINVILLE: Right. But
12 OLRTC's schedule still suggested it was?

13 ANTONIO ESTRADA: I think that -- I
14 don't remember exactly when they changed the
15 schedule, but I think it was -- I think by the end
16 of the summer, I -- I -- I believe, but I don't
17 remember exactly when they changed in the schedule
18 that revenue service will not happen in May.

19 CHRISTINE MAINVILLE: Do you recall
20 there being some reluctance to keep the City fully
21 apprised of the delays?

22 ANTONIO ESTRADA: No. I think that the
23 City was aware of the -- of what was going on. The
24 City was aware of all the delays, was aware of when
25 we -- we were able to complete activities in the

1 schedule, according to the schedule or -- or behind
2 the schedule, and they were of the opinion as well
3 that the May 2018 was not a realistic revenue
4 service operation date.

5 CHRISTINE MAINVILLE: So was the City
6 aware based on information other than OLRTC's
7 schedule, or --

8 ANTONIO ESTRADA: It was information
9 based in what is -- in the developing of the
10 construction activities in the field, basically.

11 CHRISTINE MAINVILLE: Right.

12 ANTONIO ESTRADA: You compare what is
13 going on in the field with the schedule, and you
14 see that there are key activities that are having
15 delays, you can -- you can make up your mind.

16 CHRISTINE MAINVILLE: Right. So it --
17 but it's fair to say that at some point in time,
18 the City and perhaps also RTG couldn't really rely
19 on OLRTC's schedule.

20 ANTONIO ESTRADA: Yeah, we -- there was
21 a time that we thought that the schedule probably
22 was -- need to be reviewed and -- and needs to
23 be -- and needed a more realistic approach.

24 CHRISTINE MAINVILLE: And were there
25 discussions between RTG and OLRTC about that?

1 Feedback to say that they should --

2 ANTONIO ESTRADA: No, we gave our
3 opinion, and OLRTC usually would say, Oh, yeah, we
4 are working on that; we are trying to remediate as
5 much as possible. But at the end, they had to
6 delay the revenue service in the schedule.

7 CHRISTINE MAINVILLE: M-hm. Was there
8 not a concern that the City -- that by presenting
9 OLRTC's schedule to the City, the City would not
10 trust that information, and that would cause issues
11 with the relationship between RTG and the City?

12 ANTONIO ESTRADA: Well, I think by that
13 time - so I'm talking about the summer of 2017 -
14 nearly everybody -- so there was no surprises. So
15 everybody was aware that the time was running out
16 and that there was still some key activities that
17 need to be completed, and -- and the revenue
18 service was not possible in May. So before that
19 time, so I would say after the sinkhole or just at
20 the time of the sinkhole, I think the City was not
21 prepared to hear about delays, right, and -- and
22 that made a lot of pressure to catch up and to try
23 to keep May 2018.

24 CHRISTINE MAINVILLE: Would you say
25 that the -- well, did the parties properly

1 anticipate the degree of schedule and budget
2 flexibility that would be required on the project
3 at the outset?

4 ANTONIO ESTRADA: So in these kind of
5 P3 projects -- so the key is that one side assume
6 the schedule risk, right? Among other risks, like
7 operation risks, but especially schedule risk. And
8 the schedule is key in the financing plan, so the
9 financing plan is built around the schedule, and
10 then if, at the end, the schedule is delayed, so --
11 and that happens very often in these big projects
12 in -- because at the end of the day, a P3 project
13 is something that's -- that the risk is allocated
14 in a different manner than in other kinds of
15 contracts, other kinds of projects like design
16 builds or other projects, but it doesn't mean that
17 the issues that we may have are the same issues
18 that we have in construction, right? So there's --
19 the kind of contract doesn't eliminate the issues.
20 So --

21 CHRISTINE MAINVILLE: The kind of
22 contract doesn't what?

23 ANTONIO ESTRADA: That doesn't remove
24 the issues that you have, right? The difference is
25 the allocation of risk responsibilities is

1 different, and so -- sorry, what exactly was your
2 question?

3 CHRISTINE MAINVILLE: Well, at the
4 outset, would you say that the scheduling
5 expectations were properly anticipated?

6 ANTONIO ESTRADA: Well, I don't think
7 that the sinkhole was anticipated --

8 CHRISTINE MAINVILLE: Right.

9 ANTONIO ESTRADA: -- was the main --
10 the main delay issue. The issue was there, right,
11 and it was not anticipated, a sinkhole of that
12 size, right? So as I said before, I think that
13 probably the best option at that time would have
14 been to sit with the City to recognize that even if
15 we are still -- if we were still in 2016 and we
16 were 2 years from revenue service, it will be much
17 more realistic to -- to reconsider the schedule, to
18 renegotiate the contract, to involve the lenders,
19 to do something about the project. It would have
20 been better than just saying, okay, we still have
21 2 years; we have to try to catch up as much as
22 possible.

23 CHRISTINE MAINVILLE: Right.

24 ANTONIO ESTRADA: (Indiscernible)
25 decisions, in hindsight, probably it would have

1 been better to make the other decision, say, Look,
2 this is not possible, so let's -- let's -- let's
3 just replan the project from the beginning.

4 CHRISTINE MAINVILLE: Right. And so --
5 and leaving aside the sinkhole, do you think the
6 scheduling expectations properly accounted for the
7 new aspects of this project or the unproven
8 aspects? For instance, the fact that it was a new
9 integration between Alstom and Thales, the -- it
10 was a new operator, new maintainer, and things of
11 that nature?

12 ANTONIO ESTRADA: Probably, and after
13 (indiscernible) on other projects that I have known
14 afterwards, in hindsight, I would say that probably
15 we will have need more time allocated for -- for
16 testing -- testing and commissioning of trains and
17 systems, systems integration, and trial running.

18 CHRISTINE MAINVILLE: Right.

19 ANTONIO ESTRADA: In the proposed
20 schedule, this was roughly half a year. I don't
21 remember exactly.

22 CHRISTINE MAINVILLE: In the original
23 schedule?

24 ANTONIO ESTRADA: The original schedule
25 I don't remember, but I think it was, like, half

1 or -- or 8 months, something like that. Even with
2 some construction happening at the same time, I --
3 I think that with my knowledge now, I will say that
4 less than one year for all this, with the
5 construction fully completed, I would consider
6 this, with my knowledge now, unrealistic.

7 CHRISTINE MAINVILLE: Okay.

8 ANTONIO ESTRADA: But this is something
9 that is easy to say now.

10 CHRISTINE MAINVILLE: Sure. And were
11 there unrealistic contractual performance
12 requirements, in hindsight? Or performance
13 expectations?

14 ANTONIO ESTRADA: I think that -- no,
15 because if you discount that 7, 8 months of the
16 sinkhole, I think the construction was not too bad.
17 I don't know what happened in integration. I don't
18 know if there were specific problems in integration
19 and testing -- commissioning, integration testing
20 because I was not there, but again, I think that --
21 I think that probably the time that -- that -- the
22 allocated time in the schedule was short.

23 CHRISTINE MAINVILLE: Do you think the
24 various interfaces were adequately addressed? So,
25 you know, there were some interface agreements, but

1 do you think as between all the entities, the
2 interfacing was adequate?

3 ANTONIO ESTRADA: Yeah, I think so. So
4 we have -- we have an interface agreement with the
5 constructor and -- and -- and the -- and RTM
6 that -- that ruled how we should approach the
7 management of the -- of the construction and
8 operation together and how was the responsibility
9 allocation, and it worked well. And we have
10 regular meetings, interface committee meetings
11 that -- minuted meetings that we have to provide
12 the minutes to the lenders, and we did so, and --
13 yeah. I don't think that the interface agreements
14 were an issue.

15 CHRISTINE MAINVILLE: Okay. And you
16 wouldn't have been concerned with the sufficiency
17 of those interfaces below the level of OLRTC and
18 RTM, I expect. Like, as between the operator, for
19 instance, and RTM.

20 ANTONIO ESTRADA: Well, this interface
21 was very important at the testing and commissioning
22 process between RTM staff and -- and -- and -- I
23 can't remember what --

24 CHRISTINE MAINVILLE: OC Transpo?

25 ANTONIO ESTRADA: OC Transpo. I was

1 not there when this happened, but I guess that
2 this -- of course.

3 CHRISTINE MAINVILLE: Do you know, was
4 there planning for that during your time?

5 ANTONIO ESTRADA: I don't know.

6 CHRISTINE MAINVILLE: Okay. Would RTG
7 have been involved in any discussions about
8 operations, planning, and training?

9 ANTONIO ESTRADA: This activity was
10 starting when I left.

11 CHRISTINE MAINVILLE: Okay.

12 ANTONIO ESTRADA: So specifically the
13 training, OC Transpo training with the City, and
14 even the start of the training as well I think
15 was -- without -- without the relevant issues, but
16 this is what was happening when I was there.

17 CHRISTINE MAINVILLE: Okay.

18 ANTONIO ESTRADA: All the discussions,
19 I -- I'm not aware of.

20 CHRISTINE MAINVILLE: Is that also the
21 case for the maintenance planning? Was that only
22 starting towards the end of your time?

23 ANTONIO ESTRADA: Well, I presumed that
24 they were working on a maintenance plan before,
25 when I was there, but I -- this is -- this is

1 internal activity of RTM. They didn't share this
2 plan with us --

3 CHRISTINE MAINVILLE: Okay.

4 ANTONIO ESTRADA: -- at that time.

5 CHRISTINE MAINVILLE: Would you have
6 had any insight into the interface agreement
7 between OLRTC and RTM?

8 ANTONIO ESTRADA: Yeah, we were part of
9 the interface agreement --

10 CHRISTINE MAINVILLE: Okay.

11 ANTONIO ESTRADA: -- (indiscernible)
12 the three parties, RTG, RTM, and OLRTC, and we were
13 acting like a kind of -- I would say the middleman
14 between the two.

15 CHRISTINE MAINVILLE: Got it.

16 ANTONIO ESTRADA: Discussions about
17 technical provision compliance, about designs that
18 OLRTC chose that pose an additional maintenance
19 cost to RTM, things like that, so really they were
20 internal things not related to the City. It was
21 things that, at the end -- at the end, in -- when
22 you have a contract in which -- including
23 construction and operation, savings in construction
24 usually -- usually increase the maintenance cost,
25 right? So -- and this is the kind of discussion

1 that usually happen between a constructor and an
2 operator, a maintenance and operation company, in
3 which the constructor usually try to save as much
4 as possible in the investment, in the construction
5 cost, and sometimes this means that maintenance
6 will be more expensive. But these were internal
7 discussions. These -- all these discussions
8 happened within the compliance with the technical
9 provisions, so the City was not part of this.

10 CHRISTINE MAINVILLE: Okay. Would you
11 say there was sufficient communication between the
12 different entities throughout the project?

13 ANTONIO ESTRADA: Yeah, I think so.

14 CHRISTINE MAINVILLE: In terms of the
15 validation testing and the move from -- if you
16 recall, from the United States to Ottawa for, I
17 believe, the first two LRVs, do you recall if the
18 City wanted that to occur in Ottawa for any
19 particular reason?

20 ANTONIO ESTRADA: Well, we -- the City
21 wanted us to comply with the Canadian content. The
22 more vehicles we fabricate outside Canada, the more
23 difficult it will be to comply with the Canadian
24 content. At the end, Alstom decided to fabricate
25 just the first train in Hornell.

1 CHRISTINE MAINVILLE: Yes.

2 ANTONIO ESTRADA: And I think that the
3 decision that they made to start the fabrication in
4 Ottawa of the second and the subsequent ones were
5 related to -- or at least in part was related to
6 the -- to the compliance with the Canadian content.

7 CHRISTINE MAINVILLE: Do you recall,
8 though, that when there was a change to where the
9 validation testing would take place whether the
10 City wanted the train to be running in Ottawa
11 effectively to show that the trains were running
12 and to show them off?

13 ANTONIO ESTRADA: I don't remember
14 that.

15 CHRISTINE MAINVILLE: Okay. You left
16 in the summer of 2018; correct?

17 ANTONIO ESTRADA: In -- no, in the
18 spring, at the beginning of the spring.

19 CHRISTINE MAINVILLE: Oh, the spring.

20 ANTONIO ESTRADA: But it was a position
21 in which I still worked in the Ottawa office
22 because my family -- I couldn't move with my family
23 until the summer, until the end of the schools, but
24 I was -- I was already working actively in the
25 California project but still living in Ottawa and

1 travelling from time to time, and it was -- had an
2 office in -- in the same building, so it's -- but
3 it was -- I was there, but I was working on another
4 project. And so I would say that the transition
5 and that, about the beginning of the spring in
6 2018, so say April.

7 CHRISTINE MAINVILLE: Were you
8 originally set to follow the project through to the
9 RSA date?

10 ANTONIO ESTRADA: Well, I was -- yes, I
11 was appointed CEO in principle to -- to -- until
12 revenue service availability because basically it's
13 up to the company to ask me to continue afterwards
14 or to move me to another project, provided that the
15 City approved the replacement.

16 CHRISTINE MAINVILLE: Were you moved
17 because the RSA date was not met?

18 ANTONIO ESTRADA: No, I don't think so.

19 CHRISTINE MAINVILLE: Okay. Was
20 that -- so was that planned well before, or do you
21 know?

22 ANTONIO ESTRADA: Well, I was -- I was
23 proposed in the -- in the California project, like,
24 say, at the beginning, in 2017.

25 CHRISTINE MAINVILLE: Okay.

1 ANTONIO ESTRADA: And -- and they -- so
2 at that time, the company thought that fitted very
3 well because I was supposed to leave Ottawa when --
4 at the time of revenue service availability, so
5 they committed my appointment in -- in California.

6 CHRISTINE MAINVILLE: Got it.

7 ANTONIO ESTRADA: So at the end, the
8 company saw that Peter Lauch was a -- was a good
9 replacement that the City accepted and decided to
10 make the change.

11 CHRISTINE MAINVILLE: Did you have a
12 view as to whether Peter Lauch was the right person
13 to replace you?

14 ANTONIO ESTRADA: I recommended Peter
15 to the company.

16 CHRISTINE MAINVILLE: Okay. And do you
17 recall changes made to OLRTC's management team
18 around the same time?

19 ANTONIO ESTRADA: Yeah, the -- there
20 was -- so OLRTC changed the project manager a
21 couple of times. So the initial project manager,
22 David Whyte, was replaced -- I don't remember when
23 but was replaced, was replaced by Eugene Creamer,
24 and then at the end, Eugene Creamer was replaced by
25 one of the board members, who was Rupert Holloway.

1 CHRISTINE MAINVILLE: And do you know
2 whether any of those were informed by a change of
3 approach or direction, in terms of why the changes
4 were done?

5 ANTONIO ESTRADA: I guess that
6 the OLRTC board was not satisfied with the
7 performance of David Whyte and Eugene Creamer, but
8 I was not -- I was not part of the discussion. I
9 was not informed about the reasons for the
10 replacement. I just was informed -- they informed
11 me when they made the decision to replace them, and
12 they communicated the replacement to the City.

13 CHRISTINE MAINVILLE: Did you have a
14 view as to whether there should be a replacement
15 as -- or a view as to the performance of the
16 earlier managers?

17 ANTONIO ESTRADA: So I would say that
18 when the -- when you -- what I had visibility to
19 was the schedule, and when there's a new proposed
20 schedule to the board, a new -- even if it is very
21 ambitious, and you delay the schedule more than
22 once, you -- so probability that these are to be
23 replaced is, I would say, high, right? Regarding
24 the cost, I don't know, because the construction
25 cost was something that OLRTC kept confidential.

1 We were not informed about any -- so I presume that
2 due to the substantial delay -- they had cost
3 overruns as well, but we weren't informed about
4 that.

5 CHRISTINE MAINVILLE: Okay. Do you
6 know what -- well, had the new RSA date been set
7 when you left, a revised RSA date?

8 ANTONIO ESTRADA: So I remember that we
9 agreed with the City on a new revenue service
10 availability date about November 2018. It was some
11 kind of -- because I think -- I think the process
12 was that OLRTC proposed some more ambitious dates
13 that the City rejected because they considered
14 unrealistic, and at the end, there was a kind of
15 agreement on November 2018, and -- I mean,
16 agreement, we didn't change the revenue service of
17 our written contract. The City didn't recognize
18 their responsibility for the delays, right? So
19 it's an -- it's a -- an agreement to communicate to
20 the political level in the City that the new
21 revenue service availability will be in November.

22 CHRISTINE MAINVILLE: Are you
23 referencing -- so there were caveats in the
24 schedule?

25 ANTONIO ESTRADA: No. I mean that

1 when -- so if you -- the contractual date for
2 revenue service availability was March -- May --

3 CHRISTINE MAINVILLE: May.

4 ANTONIO ESTRADA: -- 2000 and...

5 Sorry.

6 CHRISTINE MAINVILLE: '18.

7 ANTONIO ESTRADA: So we agree on a new
8 date, but we agreed that the revenue service
9 availability will be delayed until November 2018,
10 but we didn't change the contractual date in the
11 contract because -- because to do so, the City need
12 to -- needed to recognize that the delay was their
13 responsibility, and they didn't recognize that. So
14 the agreement on the new revenue service date was,
15 I would say, not a contractual agreement. It was
16 not an amendment of the contract. It was just
17 telling the City or agreeing with the City that the
18 most probable date to reach revenue service
19 availability was November 2018.

20 CHRISTINE MAINVILLE: Right.

21 ANTONIO ESTRADA: And the City then was
22 prepared to communicate to the council and so on
23 that revenue service availability will happen in
24 November and not in May.

25 CHRISTINE MAINVILLE: And of course RTG

1 would have wanted to amend the date
2 contractually --

3 ANTONIO ESTRADA: Yeah, yeah --

4 CHRISTINE MAINVILLE: -- but that would
5 have meant the City approving --

6 ANTONIO ESTRADA: Exactly, with a new
7 date contractually, assuming the responsibility,
8 and the discussion was not that.

9 CHRISTINE MAINVILLE: Right. And so
10 would the City have any input into the new date, or
11 was it something that OLRTC would present?

12 ANTONIO ESTRADA: No, no. The City --
13 the City had inputs, and in fact, the City made a
14 contractual -- a schedule analysis with an American
15 consultant, and they -- and they -- they made
16 some -- some very, I would say, detailed analysis
17 of the schedule, and they decide -- at the end, the
18 November date was more a City date than OLRTC date.

19 CHRISTINE MAINVILLE: So the City
20 believed the November 2018 date --

21 ANTONIO ESTRADA: Yes.

22 CHRISTINE MAINVILLE: -- could be met?

23 ANTONIO ESTRADA: The City did believe
24 that the November could be met.

25 CHRISTINE MAINVILLE: Okay. And what

1 information did you have about Alstom's position on
2 when the vehicles would be ready?

3 ANTONIO ESTRADA: Well, we -- we -- we
4 knew Alstom -- we knew from Alstom what was in the
5 project schedule, every update, that OLRTC was
6 supposed to update the schedule with the dates
7 provided by Alstom. We don't know if the dates
8 that -- that OLRTC reflected in the schedule were
9 agreeing dates or just OLRTC dates that were
10 challenged by Alstom or not agreeing by Alstom.

11 CHRISTINE MAINVILLE: Okay. You don't
12 know if they were trying to hold Alstom to this
13 date or Alstom agreed to it.

14 ANTONIO ESTRADA: I know there was
15 discussions about it, but I was not privy to those
16 discussions at that time.

17 CHRISTINE MAINVILLE: Okay. So you
18 don't know if Alstom effectively was in agreement
19 with the schedule that it was being held to?

20 ANTONIO ESTRADA: No, and I don't
21 believe there was a -- if they agreed with the
22 schedule, probably -- probably there was a verbal
23 agreement. I don't think they would -- they --
24 they agreed in writing to anything.

25 CHRISTINE MAINVILLE: Okay. Do you

1 have any sense, looking back -- and, of course, you
2 weren't there until the end, but any sense of why
3 the system would have encountered the issues that
4 it did, in terms of the breakdowns and derailments?
5 Any insight on that?

6 ANTONIO ESTRADA: I don't know.

7 CHRISTINE MAINVILLE: Okay. I think
8 those are all my questions. My colleague may have
9 a few follow-up questions.

10 ANTHONY IMBESI: Yeah, I just have one
11 or two questions for you, sir. You had mentioned
12 when we were talking about the interface between
13 OLRTC and Alstom -- sorry, excuse me, OLRTC and
14 Rideau Transit Maintenance, RTM, talking about the
15 interface agreement, you were talking about, you
16 know, the potential for changes in construction to
17 lead to increased maintenance costs or other
18 issues. Are you aware of any specific issues that
19 arose that were discussed, or were you just
20 speaking generally about that?

21 ANTONIO ESTRADA: No, I'm not aware of
22 any specific issues on that, but what I -- what I
23 mentioned, changes, is more design options with
24 complying with the TPs. So you have the basic
25 technical provisions that you have to design

1 according to those technical provisions under
2 applicable standards, and, of course, you can
3 choose the design. You can choose -- could be more
4 expensive or less expensive. This is usually
5 translated in more maintenance costs or less
6 maintenance costs, and as there was a pre-proposal
7 agreement between OLRTC and RTM about the
8 maintenance cost, the discussions which happened at
9 the interface contract level were whether the
10 contractor were designing according to -- the
11 contractual design was consistent with the
12 budget -- maintenance budget RTM thought it should
13 be, right? It was not changes in the design in the
14 sense that -- that we are changing the technical
15 provisions or we are asking the City for changes,
16 things like that. It was within the flexibility
17 that you have or both sides have for the design.

18 ANTHONY IMBESI: Right. Okay. So
19 you're not aware of any issues that would have --

20 ANTONIO ESTRADA: No, I'm not aware of
21 any issues really relevant on this.

22 ANTHONY IMBESI: Okay. Thank you.
23 Those would be all my questions I had for you.

24 CHRISTINE MAINVILLE: Jesse, do you
25 have any follow-up questions?

1 JESSE WRIGHT: No, I don't. Thanks.

2 CHRISTINE MAINVILLE: Okay. We can go
3 off record.

4 -- Concluded at 4:47 p.m.

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1 REPORTER'S CERTIFICATE

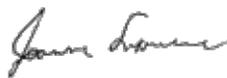
2
3 I, JOANNE A. LAWRENCE, Registered
4 Professional Reporter, certify;

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 3rd 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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