



OTTAWA MAINTENANCE PROJECT
Alstom Canada

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Mr. Mario Guerra
Chief Executive Officer, Acting General Manager
Rideau Transit Maintenance General Partnership
805 Belfast Road
Ottawa, ON K1G 0Z4

Ottawa, August 30, 2021

Letter No.: **ALSMNT-RTM-0951**
In reply to: None
Action: RTM
Letter Ref.: None
Subcontract: Second Amended and Restated Maintenance Subcontract dated September 16, 2019
("Subcontract"); Article 7.3 of Attachment 50 – Interface Rights and Obligations

Subject: Construction Contractor Defect – CCTV Lag

Dear Mr. Guerra,

Alstom turns RTM's particular attention to the ongoing Construction Contractor Defect related the lag in the CCTV system. The CCTV cameras are extremely slow to load after CCTV alarm activation. When a CCTV alarm is triggered, there are 2 views for each alarm : live view and replay view. Whilst the replay view can be seen immediately, the live view could take up to 50 seconds to show. Otherwise for non-alarm situations live CCTV feed works fine with no lag.

Alstom has contacted the CCTV party, JCI, to investigate. The latter conducted extensive troubleshooting and tested the system with random forced open doors to replicate the issue, JCI also checked both switched at TOCC which showed normal CPU utilization. JCI noted that this issue seems not limited to TOCC as it can also be seen in BCC video wall, BCC CCTV workstation and EER CCTV Workstation. After summoning the specialized CCTV supplier, Indigo Vision, the latter noted that the software is already 5 years old while the CCTV workstation were installed only 3 years ago, the software system since the onset is obsolete which is likely the cause of the Defect. Indigo Vision further noted that they are unable to provide support at the current 15.3 version until the system gets upgraded to version 17. Hence until such time the Construction Contractor remedies this CCTV software Defect, Alstom is unable to rectify.

Indeed, this Construction Contractor Defect raises Work Orders with safety related KPMs and Alstom hereby notifies RTM of the same. Alstom shall be indemnified from all related liabilities in accordance with Article 7 of Attachment 50 – Interface Rights and Obligations of the Maintenance Subcontract.

In accordance with Article 7 of Attachment 50 – Interface Rights and Obligations of the Subcontract, Alstom reminds RTM that the Construction Contractor is responsible for the remediation of any applicable CC Defects at its own cost



and expense. As such, any additional work performed by Alstom with respect to the relevant CC Defects are indemnifiable from the Construction Contractor pursuant to the Equivalent Project Relief process.

Further, pursuant to Attachment 50 – Interface Rights and Obligations of the Subcontract, The Construction Contractor has agreed to indemnify the Maintenance Contractor the Maintenance Contractor, including any Deductions made by Project Co pursuant to the Maintenance Contract (provided the Maintenance Contractor has taken reasonable steps to mitigate the consequences of such CC Defect and such costs), as a result of a CC Defect during the applicable CC Warranty Period

This event is qualified as a Construction Contractor defect. Therefore, according to the contractual provisions, Alstom is entitled to an additional compensation for all costs, delays and any impacts resulting from this event, as set forth under the CC defect process defined in the Second Amended and Restated Maintenance Subcontract dated September 16, 2019.

Any work performed regarding a CC Defect shall also be covered by an extension of warranty by the Construction Contractor in accordance with Attachment 50 of the Subcontract (“Stage 1 CC Warranty Period”).

Please be notified that Alstom presents this letter without waiving and with express reservation of Alstom’s rights and remedies as may be available under the Maintenance Subcontract Agreement, any other contract, applicable law, rules or regulations whether at law or in equity. In no event shall this letter constitute nor be deemed to be a waiver by Alstom of any of its rights or remedies with regards to the above

Sincerely,

A handwritten signature in black ink that reads "R France". The signature is stylized and cursive.

Richard France
Project Manager

Attachment(s): -

cc: James Messel, RTM
Tyler Conley, Alstom
Karim Farran, Alstom