

Ottawa Light Rail Transit Project Substantial Completion Agreement

The City of Ottawa (the "**City**") and Rideau Transit Group Partnership ("**Project Co**" and with the City, collectively the "**Parties**") have entered into this Substantial Completion Agreement (this "**Agreement**") as of July 26, 2019.

The Parties agree that the work described in Schedule A attached hereto was not completed by Substantial Completion and has not been completed as of the date of this Agreement (the "**Deferred Work**").

1. **Completion of Deferred Work:** The Deferred Work shall be completed in accordance with the requirements of the Project Agreement prior to the achievement of Revenue Service Availability and as an express condition of the achievement of Revenue Service Availability. The Parties agree that the Independent Certifier may issue the Substantial Completion Certificate prior to the completion of the Deferred Works.
2. **Substantial Completion:** Upon execution of this Substantial Completion Agreement, the City will render its opinion that Project Co has met the conditions for issuance of the Substantial Completion Certificate with reasons.
3. **Minor Deficiencies:** The rectification of Minor Deficiencies will be subject to Section 26.5 of the Project Agreement. For avoidance of doubt, the Deferred Work does not include and shall not be treated as Minor Deficiencies.
4. **The City Claims:** This Agreement is without prejudice to any claims or Disputes that the City has or may have against Project Co under the Project Agreement, including without limiting the generality of the foregoing, any claims for Liquidated Damages or Mobility Matters Deductions under the Project Agreement.
5. **Project Co Claims:** This Agreement is without prejudice to any claims or Disputes that Project Co has or may have against the City under the Project Agreement, including without limitation the Notices of Dispute previously delivered by Project Co.
6. **Approvals:** Project Co represents and warrants that it has obtained any and all necessary approvals required in connection with this Agreement.
7. **Defined Terms:** Capitalized terms used but not defined herein have the meanings provided in the Project Agreement, dated February 12, 2013 (the "**Project Agreement**") between the City and Project Co.
8. **No Amendment of the Project Agreement:** Except as specifically provided in this

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Agreement, none of the provisions contained herein will limit, modify, prejudice, impair or act as a waiver of any right or remedy of the City or Project Co which either may have under the Project Agreement and, in particular, does not act as a waiver of any other requirement relating to Substantial Completion or the achievement thereof.

9. **Severability:** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as near as possible to its original intent and effect.
10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.
11. **Further Assurances:** Each Party shall do all things, from time to time, and execute all further documents necessary to give full effect to this Agreement.
12. **Counterparts/Facsimile:** This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any Party providing its signature in faxed form shall promptly forward to the other Party an original signed copy of this Agreement which was so faxed.

[NO FURTHER TEXT ON THIS PAGE]


IN WITNESS WHEREOF the Parties have duly executed this Agreement.

THE CITY OF OTTAWA

Per: 
Name: M. MORGAN
Title: DIRECTOR, RAIL CONSTRUCTION
Per:
Name:
Title:

**RIDEAU TRANSIT GROUP GENERAL
PARTNERSHIP, by its partners, ACS RTG
PARTNER INC., SNC RTG PARTNER INC. and
ELLISDON RTG PARTNER INC.**

ACS RTG PARTNER INC.

Per: 
Name: Ramon Villaamil
Title: Director

I have authority to bind the corporation.

SNC RTG PARTNER INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I / We have authority to bind the corporation.

ELLISDON RTG PARTNER INC.

Per: _____
Name: _____
Title: _____

I have authority to bind the corporation.

**RIDEAU TRANSIT GROUP GENERAL
PARTNERSHIP, by its partners, ACS RTG
PARTNER INC., SNC RTG PARTNER INC. and
ELLISDON RTG PARTNER INC.**

ACS RTG PARTNER INC.

Per: _____
Name: Nuria Haltiwanger
Title: Director

I have authority to bind the corporation.

SNC RTG PARTNER INC.

Per: Richard Massé
Name: Richard Massé
Title: Senior Vice-President, Asset Management

Per: Riccardo Cosentino
Name: Riccardo Cosentino
Title: Vice President, Projects

I / We have authority to bind the corporation.

ELLISDON RTG PARTNER INC.

Per: _____
Name: _____
Title: _____

I have authority to bind the corporation.

**RIDEAU TRANSIT GROUP GENERAL
PARTNERSHIP, by its partners, ACS RTG
PARTNER INC., SNC RTG PARTNER INC. and
ELLISDON RTG PARTNER INC.**

ACS RTG PARTNER INC.

Per: _____
Name: Nuria Haltiwanger
Title: Director

I have authority to bind the corporation.

SNC RTG PARTNER INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I / We have authority to bind the corporation.

ELLISDON RTG PARTNER INC.

Per: _____
Name: Joey Comeau
Title: Executive Vice President & COO

I have authority to bind the corporation.

Schedule A – Deferred Work

	Item of Deferred Work	Description
1.	Vehicle Cab Doors	<p>RTG will present a temporary prototype solution for the City's review by no later than July 29, 2019. If the prototype is found to be acceptable by the City, in its sole discretion, RTG would commence replacing the first cracked doors by no later than August 14, 2019 utilizing the prototype.</p> <p>In parallel with the development of the temporary prototype solution, RTG will develop a permanent solution that is in accordance with the Project Agreement, and that will ensure that the permanent doors will be ready for installation by early December 2019. For clarity, the Parties agree that the Revenue Service Availability Certificate may be issued by the Independent Certifier prior to the permanent solution being ready for installation.</p>

	Item of Deferred Work	Description
2.	Vehicle Missions/Platform Edge Cameras	<p>If fully functional vehicle 'mission' software to enable platform edge camera views for the driver are not available, including for clarity a version of software that accommodates all normal operational routes and on all diversion and recovery routes, RTG shall provide an alternate plan for implementation prior to RSA (the "Alternate Plan"). The Alternate Plan shall be provided in writing for review by the City no later than August 3, 2019 and shall meet the following requirements:</p> <ul style="list-style-type: none"> • Approved by Chief Safety Officer in addition to safety approval by RTG; • Be in accordance with acceptable rail industry standards and safety standards; • Any cost associated with the Alternate Plan shall be borne by RTG; <p>The Alternate Plan will only be implemented at the sole discretion of the City after it has been given an adequate opportunity to review and accept the Alternate Plan following its submission on August 3, 2019. The Parties agree that five (5) business days is an adequate opportunity to review and accept the Alternate Plan.</p>
3.	Onboard public address / passenger information systems	Fully functional onboard public address / passenger information systems shall be provided including in relation to both normal operational routes and all diversion and recovery routes by RSA.
4.	Safety and Security Certification	RTG shall provide final safety and security certification including a revised Alstom Safety Certificate for passenger service by RSA.
5.	Final Engineering Safety Assurance Case Certificate for passenger service	RTG shall provide the Final Engineering Safety Assurance Case Certificate for passenger service by RSA.
6.	Vehicle Bill of Sale	RTG shall provide the Vehicle Bill of Sale in a form acceptable to the City by RSA.

	Item of Deferred Work	Description
7.	Occupancy Permits	RTG shall satisfy the public use conditions associated with Occupancy Permits and all outstanding items requested by Ottawa Fire Services by RSA.
8.	Elevator and Escalator Licences	RTG shall provide all outstanding elevator and escalator licences by RSA.
9.	Fire Safety Plans	RTG shall obtain removal of all conditions attached to the conditional acceptance of the Fire Safety Plans by RSA.

