

**ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT
LIGHT RAIL VEHICLE ("LRV") OPTIONS**

THIS ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority organized under the laws of the State of Washington ("Sound Transit"), **THE CITY OF PORTLAND** ("City of Portland"), an Oregon municipal corporation, and **BROOKVILLE EQUIPMENT CORPORATION**, a Pennsylvania corporation ("Brookville").

RECITALS

WHEREAS, Sound Transit and Brookville have entered into contract #RTA/RP 0114-16, dated December 1, 2017 pursuant to which Sound Transit has agreed to purchase, and Brookville has agreed to manufacture and sell a total of five (5) Liberty Streetcars ("Vehicles") for the base contract and ten (10)) options for additional vehicles; and

WHEREAS, Request for Proposal document #RP 0014-16 states that five (5) of the ten (10) option Vehicles are designated for the City of Portland; and

WHEREAS Sound Transit and the City of Portland have established an Intergovernmental Cooperative Purchasing Agreement, dated September 20, 2017; and

WHEREAS the City of Portland wishes to exercise their option to acquire five (5) Vehicles as defined in Sections NR 1. and IP 1. "Contract Description" in Request for Proposal document #RP 0014-16; and

WHEREAS, Sound Transit is willing to assign the option to acquire the Vehicles to the City of Portland; and

WHEREAS, Brookville is willing to acknowledge and agree to the assignment of the Vehicles to the City of Portland pursuant to the terms hereof;

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Assignment, Assumption and Release: The Vehicles. Sound Transit hereby assigns to the City of Portland the right to purchase the Vehicles pursuant to the terms and conditions of Contract RTA/RP 0014-16. The City of Portland hereby assumes from Sound Transit all obligations and requirements related to the purchase of the assigned vehicles, all as set forth in Contract #RTA/RP 0014-16. The price of each vehicle will be the base price specified in the

Contract #RTA/RP 0014-16 and will be subject to any price increase or decrease due to modifications to the Technical Specification, including but not limited to the Buy America requirements, if applicable, and/or to the terms and conditions of Contract #RTA/RP 0014-16. The City of Portland and Brookville will mutually negotiate and enter into a contract that is substantially similar to the terms and conditions of Contract #RTA/RP 0014-16 for the purchase of the Vehicles. Brookville hereby acknowledges the assignment and agrees to release and hold Sound Transit harmless with respect to any obligations of the City of Portland with respect to such Vehicles.

2. Indemnification. Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), the City of Portland shall defend, indemnify and hold Sound Transit harmless from and against any claims or liability resulting from the City of Portland's purchase of the Vehicles pursuant to the Sound Transit Contract.
3. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This agreement may only be amended in writing, executed by duly authorized representatives of the parties hereto.
4. Reversion of Options. The options assigned to the City of Portland under this Agreement shall not revert back to Sound Transit, without written agreement, with respect to any vehicles for which the City of Portland has not entered into a contract with Brookville by the expiration date of Contract #RTA/RP 0014-16, 11/30/2024.
5. Sound Transit/Brookville Contract. Except as specifically provided herein, nothing in this Agreement is intended to nor shall it modify or otherwise amend the terms, conditions or obligations of Sound Transit and Brookville under Contract #RTA/RP 0014-16.
6. Governing Law. Except as specifically described in paragraph 2 above, this Assignment shall be interpreted in accordance with the laws of the state of Washington. Any dispute arising out of this Agreement that cannot be resolved to the satisfaction of the parties must be brought in the Superior Court for King County, Washington, which shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
7. The parties consider this Agreement to be effective when fully executed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above written.

THE CITY OF PORTLAND

Signed by: _____

Name: _____

Title: _____

Date: _____

**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY**

Signed by: _____

Name: _____

Title: _____

Date: _____

I hereby accept and approve the terms of this agreement and agree to hold Assignor harmless from any further liability or obligation under our agreement.

BROOKVILLE EQUIPMENT CORPORATION

Signed by: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Amy Pearsall, Sound Transit Legal Counsel



Contract No. RTA/RP 0014-16

Tacoma Link Light Rail Vehicle (LRV) Procurement



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The preparation of this document has been financed in part through a grant from the U.S. Department of Transportation Federal Transit Administration, under the Urban Mass Transportation Act of 1964, as amended, and in part by the Central Puget Sound Regional Authority (Sound Transit).

This contract may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1, as amended.



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Contract No. RTA/RP 0014-16
Tacoma Link Light Rail Vehicle (LRV) Procurement
Form of Contract

THIS CONTRACT for the Tacoma Link Light Rail Vehicle (LRV) Procurement, Contract No. RTA/RP 0014-16 is made this 1st day of December, 2017 between the Central Puget Sound Regional Transit Authority ("Sound Transit") and Brookville Equipment Corporation (the "Contractor").

1. Contract Documents and Order of Precedence

The Contract consists of the documents listed below. In case of any conflict among these documents, the order of precedence shall be:

1. Form of Contract
2. Section 5: Federal Clauses, conformed from RP 0014-16
3. Section 4: Special Provisions, conformed RP 0014-16
4. Section 3: General Conditions, conformed RP 0014-16
5. Section 7: Warranty, conformed RP 0014-16
6. Section 8: Quality Assurance, conformed RP 0014-16
7. Section 6: Technical Specifications including drawings, conformed RP 0014-16
8. Contractor's Best and Final Offer (including Contractor Proposal), dated September 15, 2017

A modification or change to any Contract Document shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

2. Compensation

The Agency shall pay \$26,544,074.00, plus applicable taxes, and the Contractor shall accept the amount as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, overhead, storage and shipping, risks and obligations, fees and profit, and any unforeseen costs.

Schedule A - Base Contract Vehicles				
No.	Quantity	Item	Unit Price	Extended Price
1	5	Tacoma Link Vehicles	\$ 3,313,517.00	\$ 16,567,585.00
Subtotal Schedule A				\$ 16,567,585.00

Schedule C - Base Contract System Support			
No.	Quantity	Item	Total Price
1	LS	Management, Engineering, QA, and Testing	\$ 3,245,699.00
2	LS	Field Support (Vehicle Acceptance and Commissioning)	\$ 1,871,811.00
3	LS	Operations and Maintenance Manuals	\$ 82,737.00
4	LS	Training	\$ 137,167.00
5	LS	Performance Bond or Letter of Credit	\$ 655,420.00
6	LS	Insurance	n/a
7	LS	Shipping	\$ 291,135.00



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Schedule C – Base Contract System Support			
8	LS	Warranty	\$ 572,222.00
Subtotal Schedule C			\$ 6,856,191.00

Schedule D – Base Contract Allowance for Spare Parts			
No.	Quantity	Item	Extended Price
1	N/A	Allowance for Spare Parts	\$2,000,000.00
Subtotal Schedule D			\$2,000,000.00

Schedule E – Base Contract Special Tools				
No.	Quantity	Item	Unit Price	Extended Price
Air/HVAC Comfort System Tools				
1	1	Lifting device	\$ 3,451	\$ 3,451
2	1	Compressor oil	\$ 60	\$ 60
3	1	Removal pin tool	\$ 269	\$ 269
4	1	Crimping tool	\$ 3,756	\$ 3,756
5	1	Deutsch wedge remover	\$ 143	\$ 143
6	1	Dolly	\$ 4,463	\$ 4,463
7	1	Special tools-evac and reclamation	\$ 8,330	\$ 8,330
Hydraulic				
8	1	Flushing Unit w/Containment Monitor	\$ 12,306	\$ 12,306
9	1	Portable Filler Unit (Included in Item 8.)	included	included
10	1	Accumilator Charging Adaptor	\$ 408	\$ 408
11	2	Hydraulic Test Adaptor	\$ 3,832	\$ 7,664
Wheels				
12	1	Wheel profile guage	\$ 1,250	\$ 1,250
13	1	Profile guages	\$ 1,547	\$ 1,547
14	1	Robo Jack	\$ 36,045	\$ 36,045
15	1	Hydraulic pump kit	\$ 6,227	\$ 6,227
16	1	Back-to-back dial guage	\$ 1,523	\$ 1,523
Cable Connector tools/Electrical tools				
17.	2	Service crimp tool for Harting HAN D and E	\$ 266	\$ 533
18.	2	Insertion tool for Harting HAN D and E	\$ 26	\$ 52
19.	2	Removal tool for Harting HAN D	\$ 86	\$ 172
20.	2	Removal tool for Harting HAN E	\$ 38	\$ 75
21.	1	Burndy patriot crimper	\$ 4,790	\$ 4,790
22.	1	Carbon strip gauge	\$ 54	\$ 54
23.	2	Ferrules direct, insulated ferrule crimper	\$ 76	\$ 152
Re-railing Equipment				
24.	1	Bridge, rerail	\$ 3,657	\$ 3,657
25.	1	Bridge, rerail	\$ 2,188	\$ 2,188
26.	1	Bridge connector, rerail	\$ 496	\$ 496
27.	1	Displacing Jack	\$ 2,501	\$ 2,501



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Schedule E – Base Contract Special Tools				
28.	1	Steel counter support	\$ 651	\$ 651
29.	2	Roller carriage	\$ 3,317	\$ 6,633
30.	1	Distance bar, type II	\$ 1,421	\$ 1,421
31.	1	Hydraulic hoses	\$ 1,893	\$ 1,893
32.	16	Cylinder supporting ring #2	\$ 828	\$ 13,252
33.	16	Donut ring	\$ 614	\$ 9,825
34.	1	Oil hydraulic pump	\$ 16,543	\$ 16,543
35.	1	Control panel	\$ 14,379	\$ 14,379
36.	1	Special LAA compact tool	\$ 11,097	\$ 11,097
37.	1	Hand pump	\$ 4,626	\$ 4,626
38.	2	Hose coupling with stop	\$ 293	\$ 585
39.	2	Telescopic jack	\$ 17,038	\$ 34,077
40.	3	Hoses, 32' 9-3/4" long	\$ 1,893	\$ 5,680
Pantograph Tools				
41.	2	Carbon strip gauge	\$ 51	\$ 102
42.	1	Pantograph tension gauge	\$ 114	\$ 114
Propulsion/Braking				
43.	1	Brake caliper release tool	\$ 46	\$ 46
44.	1	Pad force measuring tool (Brake force gauge for Calipers)	\$ 21,788	\$ 21,788
45.	1	O-ring removal tool	\$ 87	\$ 87
46.	2	Portable Brake EHU Test Unit	\$ 67,291	\$ 134,582
IFE Door Tools				
47.	1	Obstruction detection and recycle obstruction gauge	\$ 3,017	\$ 3,017
48.	1	Pinch Force gauge	\$ 10,183	\$ 10,183
49.	1	Closing force gauge	\$ 7,565	\$ 7,565
Coupling/Towing Adapter Tools				
50.	1	Coupling installation/removal tool	\$ 13,986	\$ 13,986
51.	1	Coupling Adapter	\$ 314	\$ 314
52.	1	Coupling Adapter	\$ 3,410	\$ 3,410
53.	1	Forklift to streetcar	\$ 4,517	\$ 4,517
54.	1	Highrail to streetcar	\$ 2,099	\$ 2,099
55.	1	LRV to streetcar	\$ 19,748	\$ 19,748
Vehicle Lifting Tools (adapters/pins)				
56.	16	Jacking adapter, end section	\$ 646	\$ 10,331
57.	8	Jacking adapter, center section	\$ 836	\$ 6,688
58.	8	Lifting adapter	\$ 437	\$ 3,494
59.	1	Turnbuckle assembly	\$ 236	\$ 236
60.	8	Turnbuckle (binder, jaw jaw)	\$ 174	\$ 1,396
Wayside Shop Power (rectifiers/transformers)				
61.	3	Rectifier, Darrah diode, heavy duty	\$ 5,403	\$ 16,208



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Schedule E – Base Contract Special Tools				
62.	3	Interlock steep down assembly	\$ 295	\$ 885
63.	1	Transformer, 210kv Isolation	\$ 10,061	\$ 10,061
Miscellaneous Special Tools				
64.	1	VAM (vehicle announcement management) workstation and software license	\$ 26,820	\$ 26,820
65.	1	Audio recording station and software	\$ 3,119	\$ 3,119
66.	1	Instrumentation for setup for vehicle clearance	\$ 357	\$ 357
67.	1	Depth gauge for speed sensor	\$ 6	\$ 6
68.	1	1/4" Hex keys	\$ 2	\$ 2
69.	1	ESS battery lifting equipment	\$ 116	\$ 116
70.	1	ESS battery lifting equipment	\$ 101	\$ 101
71.	1	Kit, high speed breaker tool (maintaining breaker, cleaning, etc.)	\$ 923	\$ 923
72.	1	Battery diagnostic/balancing tool	\$ 1,547	\$ 1,547
73.	1	120V a/c to 12V d/c power supply	\$ 192	\$ 192
74.	1	Cooland fill pump assembly-Hex 30	\$ 332	\$ 332
75.	1	Dummy Truck	\$ 125,307	\$ 125,307
Schedule E - Addendum Total				\$ 652,451

Schedule F – Base Contract Test Equipment				
No.	Quantity	Item	Unit Price	Extended Price
Portable Test Unit with Diagnostic Software for All Subsystems Installed				
1.	1	Laptop kit with software	\$ 6,402	\$ 16,402
2.	1	Cable, USB service	\$ 85	\$ 85
Portable Brake Test Unit (test/troubleshoot/remote operation of EHU)				
3.	1	Portable Test Box	\$ 66,725	\$ 66,725
4.	3	Pressure Test Kit	\$ 430	\$ 1,289
5.	2	Electronic test adaptor kit	\$ 1,573	\$ 3,146
6.	1	Hand valve socket	\$ 93	\$ 93
7.	1	Current regulator test box	\$ 29,049	\$ 29,049
Air/HVAC Comfort System Tools				
8.	1	HVAC PTU software	Included	Included
Propulsion/Braking				
9.	1	Aux power supply PTU software	\$ 4,346	\$ 4,346
IFE Door Tools				
10.	1	Door System PTU software (master copy and licenses), documentation and interface	\$ 4,248	\$ 4,248
11.	1	Door System PTU software (site license, unlimited seats)	\$ 42,397	\$ 42,397
12.	1	IFE Update Software (pairs with PTU software)	\$ 7,670	\$ 7,670
Bench Test Equipment				



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Schedule F – Base Contract Test Equipment				
13.	1	HVAC	\$ 88,500	\$ 88,500
14.	1	Propulsion	\$ 203,898	\$ 203,898
Schedule F - Addendum Total				\$ 467,848

Schedule G - Option for Additional Tacoma Link Vehicles		
No.	Item	Unit Price
1	Tacoma Link Vehicle price in accordance with SP 8.2 (after 36 months but within 48 months of NTP)	\$ 4,432,192.00
Subtotal Schedule G		\$ 4,432,192.00

Schedule H – Option for Additional Tacoma Link Vehicles		
No.	Item	Unit Price
1	Tacoma Link Vehicle price in accordance with SP 8.2 (after 6 months but within 24 months from NTP)	\$ 4,137,793.00
Subtotal Schedule H		\$ 4,137,793.00

Schedule I – Option for Additional Tacoma Link Vehicles		
No.	Item	Unit Price
1	Tacoma Link Vehicle price in accordance with SP 8.2 (after 24 months and within 36 months from NTP)	\$ 4,351,910.00
Subtotal Schedule I		\$ 4,351,910.00

Schedule J – Option Allowance for Additional Spare Parts			
No.	Quantity	Item	Extended Price
1	N/A	Allowance for Additional Spare Parts	\$ 500,000.00
Subtotal Schedule J			\$ 500,000.00

Schedule L - Total Base Proposal Price		
Item 1	Schedule A Subtotal – Base Contract Tacoma Link Vehicles	\$ 16,567,585.00
Item 2	Schedule C Subtotal – Base Contract Systems Support	\$ 6,856,191.00
Item 3	Schedule D Subtotal – Base Contract Allowance for Spare Parts	\$ 2,000,000.00
Item 4	Schedule E Subtotal – Base Contract Special Tools	\$ 652,450.00
Item 5	Schedule F Subtotal – Base Contract Test Equipment	\$ 467,848.00
Base Contract Sub-Total		\$ 26,544,074.00
Item 6	Washington State Sales Tax on Schedules A, B, C, D, E and F (10.1%)	\$ 2,680,951.47
Item 7	Base Contract Total Price (BCTP) – Sum of Items 1 through 7	\$ 29,225,025.47
Item 8	Schedule G – Option for Additional Tacoma Link Light Rail Vehicles (10 times the Unit Price of Schedule G)	\$ 44,321,920.00
Item 9	Schedule J Subtotal – Option Allowance for Additional Spare Parts	\$ 800,000.00
Item 10	Washington State Sales Tax on Schedules G and J (10.1%)	\$ 4,557,313.92
Item 11	Option Total Price (OTP) – Sum of Items 8 through 10	\$ 49,679,233.92
Item 12	Total Proposal Price (TPP) – Sum of Items 7 and 11	\$ 78,904,259.39



3. Effective Date

The effective date of the Contract shall be the date that the Contract is executed by the Agency. The Contractor shall commence Work upon the date specified in the written notice to proceed issued by the Agency.

4. Notices

Any Notice legally required to be given by one party to another under the Contract shall be in writing, dated and signed by the party giving such Notice or by a duly authorized representative of such party.

Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery, such as fax, certified mail or registered mail and addressed to:

Sound Transit
Attn: Jennifer Peary
Sr. Contracts Specialist
401 S. Jackson Street
Seattle, WA 98104
(206) 398-5345
Jennifer.peary@soundtransit.org

Brookville Equipment Corporation
Attn: Vaerrie Kercheval
175 Evans Street
P.O. Box 130
Brookville, PA 15825
Phone: 814.849.2000
Email: vkercheval@brookvillecorp.com

5. Entire Agreement

This Contract constitutes the complete and entire agreement between the Agency and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written, that are not incorporated as a part of the Contract.

In consideration of the terms and conditions contained herein, the parties have executed this agreement by signing below.

Brookville Equipment Corporation
(Consultant)

Signed: [Signature]
By: Anson R. Graham II
Title: President
Date: 11/29/17

Central Puget Sound
Regional Transit Authority

Signed: [Signature]
By: Michael Harbour
Title: Deputy Chief Executive Officer
Date: 12/1/17

APPROVED AS TO FORM:
Signed: [Signature]
By: Amy JO PEARSAU
Legal Counsel