

**SECOND AMENDMENT
TO THE
AMENDED AND RESTATED AGREEMENT
BETWEEN
THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
AND
THE CITY OF ALEXANDRIA, VIRGINIA
FOR THE FUNDING OF THE POTOMAC YARD STATION PROJECT**

This **SECOND AMENDMENT** (“Second Amendment”) is made this ____ day of _____, 2023, by and between the Washington Metropolitan Area Transit Authority (“WMATA”), and the City of Alexandria, Virginia (“City”), each individually referred to as a “Party” and collectively, referred to as the “Parties”.

WHEREAS, on June 20, 2018, the Parties entered into that certain Amended and Restated Agreement (“June 20, 2018 Agreement”) that established a project budget, scope and schedule and defined the respective roles and responsibilities of the Parties for the construction of the Potomac Yard Station;

WHEREAS, on November 13, 2018, the Commonwealth of Virginia announced \$50 million of funding for enhanced access to the southwest of the new Potomac Yard Station, based on the projected increase in ridership associated with the recently announced plans for a new Amazon corporate headquarters and Virginia Tech Innovation Campus. (“Additional Funding”); and

WHEREAS, on May 28, 2020, the WMATA Board of Directors approved the addition of \$50 million to the Potomac Yard Reimbursable Project Budget; and

WHEREAS, on August 19, 2020, the Parties executed that certain First Amendment to the June 20, 2018 Agreement (“First Amendment”), *inter alia*, incorporating the Additional Funding; and

WHEREAS, on May 2, 2023, WMATA sent a notice to the City pursuant to Section 2.4 of the June 20, 2018 Agreement that the Project Budget is insufficient and requested an additional \$10 million due to necessary project and construction requirements; and

WHEREAS, the Parties have determined that the additional \$10 million is required to increase the Project Budget no later than June 30, 2023, in order to enable WMATA to continue to work on the Project and prevent delay of completion of the Project; and

WHEREAS, the City is conducting an audit of the expenditures on the Project pursuant to Article 10 of the June 20, 2018 Agreement; and

WHEREAS, on June 22, 2023, the WMATA Board of Directors amended the Project Budget to add Ten Million Dollars (\$10,000,000) for a total Project Budget of Three Hundred and Fifty Million Dollars (\$350,000,000); and

WHEREAS, the Parties would now like to further amend the June 20, 2018 Agreement to increase the Project Budget by Ten Million Dollars (\$10,000,000) for a total Project Budget of Three Hundred and Fifty Million Dollars (\$350,000,000).

NOW, THEREFORE, in consideration of the preceding and the agreements, terms, covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Paragraph 1.1.2 is amended and restated as follows:

Project Budget. The Project Budget prepared by WMATA and agreed to by the City will be included as **Attachment B**. The total Project Budget will in no event be more than **Three Hundred and Fifty Million Dollars (\$350,000,000)**. The Project Budget includes both the base budget and the contingency reserves.

2. Attachment B: Project Budget shall be replaced with the updated documents attached labeled **Attachment B: Updated Project Budget.**

3. Continuing Effect

Except to the extent of this limited amendment, all other terms and conditions of the June 20, 2018 Agreement, as amended by the First Amendment, shall remain in full force and effect. Should there be any conflict between the terms and conditions of this Second Amendment and June 20, 2018 Agreement (as amended by the First Amendment), the terms and conditions of the June 20, 2018 Agreement shall control except for the change in the Project Budget amount made herein.

4. Defined Terms

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the June 20, 2018 Agreement as amended by the First Amendment.

5. Counterparts

This Second Amendment may be executed in multiple identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

IN WITNESS WHEREOF, WMATA and the City certify that this Second Amendment is executed by their respective authorized signatories and shall be effective as of the date first written above.

Washington Metropolitan Area Transit Authority:

Randy Clarke
General Manager & Chief Executive Officer

The City of Alexandria (City):

James F. Parajon
City Manager

Approved as to Form:

City Attorney

Attachment B: Updated Project Budget

Potomac Yard Station Project Budget

Excludes forecast for pending litigations and contractual matters

Budget Line Items	Budget by Line Item
Design Build Contract	
DB Award	\$ 205,964,000.00
Contract Contingency 7.5%	\$ -
Base Scope MODs	\$ 5,806,034.00
Retaining Wall	\$ 14,823,607.75
Accruals	\$ -
Additional Merited COs	\$ 6,331,581.82
Davis Bacon	\$ 7,000,000.00
Deletion of pedestrian ramp	\$ -
ELES Litigation Placeholder	
Delay Claim Placeholder	
Subtotal DB Contract +MODs	\$ 239,925,223.57
Added SW Access Pavilion	
SW Entrance Construction MOD	\$ 47,813,024.00
SW Entrance Development	\$ 1,919,703.00
Contingency	\$ -
Additional SW Entrance site changes	\$ 600,000.00
Subtotal SW Entrance	\$ 50,332,727.00
Other 3rd Party Contracts & Misc	
Stipend	\$ 1,000,000.00
Sub Contract - Fare Collection Equipment	\$ -
Art-In-Transit	\$ 623,000.00
Real Estate	\$ 7,070,291.92
Miscellaneous	\$ 20,634.65
Ribbon Cutting	\$ 750,000.00
IT	\$ 117,895.09
Bus Shuttle - Other Shutdowns	\$ 279,845.67
Utilities	\$ -
Subtotal 3rd Party Contract & Misc	\$ 9,861,667.33
CSX	
CSX Access, Flagmen, ROW coordination	\$ 2,315,964.00
Sub total CSX	\$ 2,315,964.00
Soft Costs	
Design/Engineering Services & PMCM	\$ 23,640,401.44
WMATA Proj. Mgmt.	\$ 23,924,016.66
Subtotal Soft Costs	\$ 47,564,418.10
TOTAL PROJECT	\$ 350,000,000.00