

**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 23<sup>rd</sup> day of JUNE, 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**

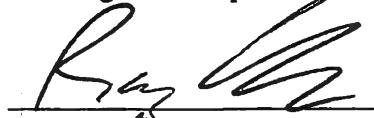
Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the June 20, 2018 Agreement as amended by the First Amendment.

**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.

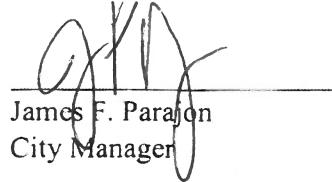
Washington Metropolitan Area Transit Authority:



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
<b>Design Build Contract</b>	
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	
<b>Subtotal DB Contract +MODs</b>	<b>\$ 239,925,223.57</b>
<b>Added SW Access Pavilion</b>	
SW Entrance Construction MOD	\$ 47,813,024.00
SW Entrance Development	\$ 1,919,703.00
Contingency	\$ -
Additional SW Entrance site changes	\$ 600,000.00
<b>Subtotal SW Entrance</b>	<b>\$ 50,332,727.00</b>
<b>Other 3rd Party Contracts &amp; Misc</b>	
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	\$ -
<b>Subtotal 3rd Party Contract &amp; Misc</b>	<b>\$ 9,861,667.33</b>
<b>CSX</b>	
CSX Access, Flagmen, ROW coordination	\$ 2,315,964.00
<b>Sub total CSX</b>	<b>\$ 2,315,964.00</b>
<b>Soft Costs</b>	
Design/Engineering Services & PMCM	\$ 23,640,401.44
WMATA Proj. Mgmt.	\$ 23,924,016.66
<b>Subtotal Soft Costs</b>	<b>\$ 47,564,418.10</b>
<b>TOTAL PROJECT</b>	<b>\$ 350,000,000.00</b>