

**FIRST 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 **FIRST AMENDMENT** ("Agreement") is made this 19th day of August, 2020, 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 an 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 Metrorail 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 Metrorail 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, the Parties would now like to amend the June 20, 2018 Agreement to incorporate the Additional Funding and to incorporate minor procedural updates.

NOW, THEREFORE, in consideration of the understandings and mutually dependent covenants contained herein in the June 20, 2018 Agreement, the Parties hereby agree to the following changes to the June 20, 2018 Agreement:

1. Paragraph 1.1: Add the language shown in underline:
 - 1.1 Agreement. The Parties agree that WMATA will construct the Project and the City will fund the Project. Such agreement is subject to the following scope, budget (including contingency reserves) and schedule for the Project and the processes set forth in this Agreement. Any changes to the scope, budget or schedule shall be agreed upon by both Parties as provided in this Agreement.
2. Paragraph 1.1.2: Remove the language shown in strikethrough and add the language shown in underline 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 Forty Million Dollars (\$340,000,000)**. The Project Budget includes both the base budget and the contingency reserves.

3. Paragraph 1.6 Definitions: Revise the definition of DSUP as follows:

DSUP. Means Development Special Use Permit #2016-0004 approved by the City Council on June 16, 2016 for the construction of the Potomac Yard Metrorail Station, as the same may be amended by the City Council

4. Paragraph 2.5.2: Delete language shown in strikethrough:

2.5.2 Types of Funding Sources. The City intends to seek, but is not limited to, the following types of funding: (a) Virginia Transportation Infrastructure Bank (“VTIB”) loan; (b) General Obligation Bonds; (c) Northern Virginia Transportation Authority Grants and (d) Potomac Yard generated local taxes.

5. Paragraph 3.1: Add the language shown in underline as follows:

3.1 Change Orders. WMATA shall be responsible for processing all changes in the Project Work consisting of additions, deletions, modifications, or claims; and changes to the schedule through WMATA’s established processes including issuing Change Orders to the Design-Builder. Change orders will include documentation/evidence from WMATA where the reason for the change is due to system wide implementation of a new process, policy, equipment, etc. Where the system wide implementation is not the reason for a change order, reference should be made to the WMATA Change Order approval document for the merit basis for the change per WMATA’s established processes. All Change Orders shall be subject to the following process:

6. Paragraph 5.1.6: Delete the existing language and add the following:

The City shall conduct all public outreach and community relations for the project’s planning and construction phases and, in cooperation with WMATA and the Design-Builder, will develop an overall outreach strategy and communications plan. WMATA will review and provide input on the final plan and communications materials. The City will plan and execute outreach activities. WMATA will actively participate in, provide materials for, and, provide at least one staff representative familiar with the project at all outreach events. The City will maintain a project website through the station opening date and communicate construction (construction information to be provided by WMATA), City policy, and regulatory information. WMATA will be responsible for informing the City of, and broadcasting information about, interruptions to Metro service related to construction activity.

The City will manage all public and media inquiries; and will include WMATA on all responses. In response to requests from the City, WMATA will work with the

Design-Builder to provide project information, construction updates, photos, and other accurate visual materials for outreach and community activities by a mutually agreed to deadline. WMATA will have sole authorization for media access to the construction site and reserves the right to deny access for failing to adhere to safety requirements as determined by WMATA and the Design-Builder. A WMATA representative must accompany any media on-site.

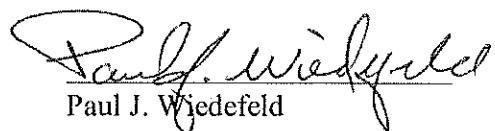
After construction is complete and the station has been turned over to WMATA, WMATA will, in close coordination with the City, assume all public outreach and community relations activities, including any events marking the start of service.

7. Attachment A: Project Scope and Attachment B: Project Budget shall be replaced with the updated documents attached labeled Attachment A: Updated Project Scope and Attachment B: Updated Project Budget.
8. Except as specifically amended herein, all other terms of the Agreement remain in full force and effect and are reaffirmed by the parties.

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

Signatures to follow

Washington Metropolitan Area Transit Authority
(WMATA):



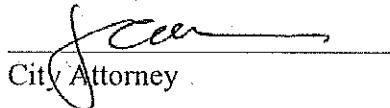
Paul J. Wiedefeld
General Manager and Chief Executive Officer

The City of Alexandria (City):



Mark B. Jinks
City Manager

Approved as to Form:



City Attorney

**Attachment A: Updated Project Scope of Work
First Amendment to June 20, 2018 Agreement**

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

Attachment A

PROJECT SCOPE OF WORK

This is a Contract for the final design and construction of a new in-fill Metrorail Station located in Alexandria, Virginia, on the former site of the Historic Potomac Yard.

The Potomac Yard Metrorail Station project consists of construction of a new Metrorail station and ancillary facilities located at Potomac Yard within the City of Alexandria along the existing Metrorail Blue and Yellow Lines between the Ronald Reagan Washington National Airport Station and the Braddock Road Station. The project would serve existing neighborhoods and retail centers as well as high-density, transit-oriented development planned by the City of Alexandria. The project would provide access to the regional Metrorail system for the U.S. Route 1 corridor of north Alexandria. The Potomac Yard area is currently without direct access to regional transit services, such as Metrorail.

The Work includes all design and construction services, including final design, supervision, quality control and quality assurance, labor, materials, machinery, equipment, tools, supplies and facilities required to complete the Project, or the various separately identifiable parts thereof including but not limited to Safety, Security, System Safety Certification and Commissioning requirements, in accordance with the terms of the Contract.

The completed Project will result in the complete design, construction, testing, and commissioning of the following Authority facilities:

Track: Includes approximately 3,750-foot of new and re-aligned track, Traction Power, and Automatic Train Control. The Train Control Room shall be relocated from the existing Traction Power Substation to a dedicated Train Control Room located in the Potomac Yard Station. Included in the 3,750 feet long track will be a No. 8 Double Crossover north of the Station structure. The new, re-aligned track will be constructed east of, and adjacent to, the existing Blue/Yellow WMATA revenue tracks.

Traction Power: upgrades to existing Traction Power Substations to accommodate the new station.

Station: The Design-Builder is responsible for designing, and constructing the Potomac Yard Station in accordance with the Project Requirements and WMATA Design Criteria, the requirements of the City of Alexandria, as well as all applicable Federal, State, and local codes, and standards. The station consists of several elements including, but not limited to, entrance pavilions (North pavilion & East Glebe Road Pavilion), pedestrian bridges, a mezzanine, side platforms, below-platform service rooms, interior station lighting, a separate AC Room building, mechanical and electrical services and equipment, restrooms, WMATA systems equipment, and signage and graphics.

The design and layout of all rooms and functional spaces shall conform to the Project Requirements and Criteria. The square foot areas for rooms and spaces indicated represent minimum net floor area in square feet of usable floor space. The Design-Builder shall coordinate actual room dimensions and locations by functional relationships, all applicable codes and Americans with Disabilities Act (ADA) requirements, equipment requirements (including vertical and horizontal clearance requirements), as well as user access and maintenance requirements to ensure a proper and functional facility design. The Design-Builder is responsible for adjusting any rooms and spaces necessary to meet the design requirements for: circulation, wall thicknesses and construction types, structures, equipment arrangement, and furnishings.

The Design-Builder is responsible for coordinating and integrating station design and construction with all other disciplines to ensure a fully integrated WMATA Metrorail Station. The Design-Builder shall also provide all infrastructure, systems, facilities and equipment necessary to facilitate the installation of equipment and materials to be provided by WMATA and others, including, but not limited to:

- Fare collection equipment for both the initial system configuration. The Design-Builder shall provide conduit and/or under floor ducts for the fare equipment and shall coordinate detailed installation requirements with WMATA. WMATA will furnish and install all fare equipment.
- Supports and display cases. WMATA will furnish and install all display materials.

Public restroom facilities shall be included in the paid areas of the stations. The Design-Builder shall provide the minimum number of plumbing fixtures per VUSBC requirements based on the NFPA 130 station occupant load.

AC Room Building: The Station AC Room Building is located west of the Blue/Yellow Line adjacent to the existing Traction Power Sub Station. The AC Room, although separate from the Station, shall comply with all WMATA Design Criteria. The Design-Builder shall provide all equipment, connections, utilities, communications, and systems needed to provide a fully functional AC Room.

Pedestrian Bridges: The Station Pedestrian Bridges provide passenger access from the entrance Pavilions to the station.

Entrance Pavilions: The Station Entrance Pavilions provide passenger access from the neighborhood streets and parks to the Pedestrian Bridges. The North Pavilion includes two escalators, two elevators and a single stair. The East Glebe Road Pavilion includes two elevators and a single stair.

Potomac Greens Park:

The Potomac Greens Park will require restoration in kind including but not limited to the restoration of the irrigation system, park gazebo, park benches, grading, trails, and sodding of the park.

Landscape restoration work entails a landscape design including wetland restoration of temporarily impacted wetland areas and other natural areas which are disturbed during construction. The landscape design will be reviewed and approved by NPS to ensure compliance with the NPS ROD and will also be part of the City's Final Site Plan submission. The Design Builder will be responsible for complying with all conditions stipulated in the NPS ROD for plant warranty and monitoring.

Tree Conservation and Protection Program (TCPP): A TCPP will be developed per the City of Alexandria Landscape Guidelines and to the satisfaction of the Directors of P&Z and RPCA and the National Park Service (NPS). All proposed tree protection details shall be depicted on the final site plan and early site preparation permit plans. Such tree protection measures shall be installed prior to any site or utility work and be maintained throughout the construction period. The tree preservation measures shall be inspected by the City Arborist prior to any construction, demolition, grading or utility work for the site.

In addition, the Design-Builder shall provide all Site work including site clearing, site and wetland restoration, site and wetland mitigation, site utilities, construction access roads required during construction, landscaping, graphics and signage required for the complete project.

Site Lighting: All Site Lighting shall be in accordance with the City of Alexandria standards. The lighting plan and lighting details will be consistent with the approved Potomac Yard Urban Design Guidelines that allow minimum light leakage, particularly around the perimeter of the site in order to minimize the obtrusion to the George Washington Memorial Parkway.

Old Town Greens Tennis Courts and Playground: The Project will require the use of the property known as the Old Town Greens Neighborhood Association Tennis Courts and Playground for construction related access. The Design Builder will be required to demolish two tennis courts and a playground.

Tennis Courts: The complete removal of tennis court pavement, fencing, walls, and any other appurtenance related to the tennis courts such as lighting, seating, site furniture, and nets shall be required.

Playground: The Design Builder is responsible for providing a replacement playground for the residents of Old Town Greens. The existing playground equipment, seating, site furniture, and trash receptacles, shall be removed and new playground equipment, seating, site furniture, and trash receptacles, shall be supplied and installed by the Design Builder, to an area within Old Town Greens Neighborhood Association. The Design Builder shall provide new playground equipment equal in size, quantity and quality, to the temporary playground. The temporary playground area shall be fenced and secured including gates, signage, as provided and installed by the Design Builder.

Any utilities that serve the existing tennis court and playground areas shall be capped, relocated, or removed as required to provide construction access.

Upon completion of the project, the Design Builder is required to restore the Old Town Greens Park. All elements of the tennis courts and playground including pavement, fencing, walls, nets, security fencing and gates, and playground equipment, as well as any other appurtenance related to the tennis courts and playground such as lighting, seating, site furniture, signage, and landscaping shall be supplied and installed by the Design Builder. Type, size, quantity and quality

of the tennis and playground equipment shall be approved by the City of Alexandria and the Old Town Greens Home Owners Association.

Upon completion of the restored Old Town Greens Park, the Design Builder shall remove the temporary playground equipment and all temporary appurtenances associated with the temporary playground, unless otherwise directed by the Old Town Greens Community, and restore the site of the temporary playground to its original condition.

Potomac Greens Drive Traffic Circle: To facilitate the turning movement of large construction equipment and materials, the removal of the traffic circle at the intersection of Potomac Greens Drive and Carpenter Road will be required. The Design Builder shall remove brick paving, site lighting, trash receptacles, raised planter, site furniture, concrete curbs, landscaping and irrigation systems. The traffic circle shall then be paved with full depth capable of withstanding the loads and turning movement of construction equipment. The full depth asphalt shall be maintained by the Design Builder throughout the duration of the project.

Once paved, the Design Builder shall provide Maintenance of Traffic (MOT) at the intersection that will replicate the Traffic Circle functions while providing an expanded turning radius for construction equipment and materials to and from Potomac Greens Drive to and from Carpenter Road.

The Design Builder shall provide an MOT Plan to the City of Alexandria for approval and permit prior to the demolition of the existing traffic circle.

Upon completion of the project, the Design Builder is required to restore the Traffic Circle. The Design Builder shall design and construct all elements of the Traffic Circle including brick paving, site lighting, trash receptacles, raised planter, site furniture, concrete curbs, landscaping, irrigation systems, as well as any other appurtenance related to the Traffic Circle. Type, size, quantity and quality of the Traffic Circle elements to be designed and installed by the Design Builder shall be approved by the City of Alexandria and the Potomac Greens Home Owners Association.

Potomac Greens Drive and Carpenter Road: In addition to the requirements included in Section 01 73 10 CUTTING AND PATCHING and Section 00 73 06, PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS, the Design Builder shall keep Potomac Greens Drive and Carpenter Road in a state of good repair throughout the duration of the Contract. Any damages to, but not limited to pavement, concrete curb, brick sidewalks, landscaping, irrigation systems, fences, drainage structures, utilities, or signage to, or adjacent to, Potomac Greens Drive and/or Carpenter Road that is the direct result of the use of these roads for construction related traffic, shall be the responsibility of the Design Builder to repair and/or replace at the time the damage occurs.

Complete restoration of Potomac Greens Drive and Carpenter Road shall be the responsibility of the Design Builder at Contract completion. All road restoration activities, including design, maintenance of traffic, materials, and advanced community notices, shall receive the approval of the City of Alexandria

**POTOMAC YARD STATION
PROJECT BUDGET
15-May-20**

BUDGET DESCRIPTION

| BY MAJOR COST ITEMS | Estimated Budget |
|--|-----------------------------|
| Contract 1 - Design/Build Contract | \$216,103,130 |
| Guideway and Track Elements | \$0 |
| Stations, Stops, Terminals | \$0 |
| Support Facilities Yards, Shops, Admin. Bldgs. | \$0 |
| Sitework and Special Conditions | \$0 |
| Systems | \$0 |
| STIPEND | \$1,000,000.00 |
| Contract 2 - Fare Collection Equipment | \$3,500,000 |
| | \$3,500,000 |
| Contract 3- Southwest Access Enhancements | \$50,000,000 |
| Pedestrian Bridge | \$0 |
| Pavilion | \$0 |
| Contingency | \$0 |
| Art-In-Transit | \$500,000 |
| Artist | \$495,000 |
| Miscellaneous AIT Costs | \$5,000 |
| Utilities | \$600,000 |
| Dominion Work Authorization | \$150,000 |
| Washington Gas Work Authorization | \$0 |
| Water & Sewer Work Authorization | \$150,000 |
| Verizon Work Authorization | \$150,000 |
| Miscellaneous Utilities | \$150,000 |
| Design & Engineering Services | \$15,858,012 |
| Concept Phase (P2d) | \$348,920 |
| Surveying | \$140,896 |
| EIS Task I | \$323,630 |
| EIS Task II | \$530,000 |
| EIS Task III | \$2,376,415 |
| EIS Task III Extra Work #1 | \$460,523 |
| EIS Task III Extra Work #2 | \$118,706 |
| EIS Task III Extra Work #3 | \$275,000 |
| EIS Task III Extra Work #4 | \$600,000 |
| EIS Task IV | \$39,986 |

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|---|----------------------|
| Financial Analysis Task I | \$54,655 |
| Financial Analysis Task II | \$24,226 |
| Financial Analysis Task III | \$46,754 |
| AECOM Task Mgmt. | \$23,114 |
| Expense Distribution | \$3,573 |
| Preliminary Engineering/Contract Pkg. Prep. | \$2,400,000 |
| Train Control | \$550,000 |
| Construction Support Services | \$7,500,000 |
| Safety & Security | \$19,086 |
| Consultant Fees | \$22,528 |
| WMATA Proj. Mgmt. | \$11,600,000 |
| Project Management | \$9,100,000 |
| Project Adm. Fee | \$2,500,000 |
| Real Estate | \$6,150,000 |
| Appraisal & Title/Settlement Services | \$100,000 |
| Property Survey & Legal Documents | \$250,000 |
| Property Acquisition | \$5,800,000 |
| Potomac Greens Roundabout | \$500,000 |
| Old Town Greens Tennis Courts (5 years) | \$300,000 |
| Parking Lot/Laydown Area (5 years) | \$5,000,000 |
| Information Technology | \$3,700,000 |
| Hardware | \$2,100,000 |
| Software | \$1,100,000 |
| ESS | \$500,000 |
| Miscellaneous | \$1,125,000 |
| CSX Flagperson | \$500,000 |
| Field Office Support | \$125,000 |
| Task Order Contract | \$500,000 |
| Contingency | \$29,863,858 |
| Contract #1 (7.5% of award amount) | \$13,638,370 |
| Contract #2 (5% of award amount) | \$175,000 |
| Project | \$16,050,488 |
| Total | \$340,000,000 |