



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of December 11, 2010**

**DATE:** December 2, 2010

**SUBJECT:** Approval of an Agreement between the Washington Metropolitan Area Transit Authority (WMATA) and the County Board of Arlington County, Virginia (County Board) for Construction Support of the Rosslyn Station Access Improvement Project (RSAIP)

**C. M. RECOMMENDATION:**

Approve the Agreement for WMATA Construction Support (attached) in the amount of \$882,000 for the Rosslyn Station Access Improvement Project between WMATA and the County Board and authorize the County Manager to execute the Agreement subject to approval as to form by the County Attorney.

**ISSUES:** There are no issues related to this matter.

**SUMMARY:** Arlington County is building a new entrance at the Rosslyn Metrorail station. The County Board has previously approved funding for the RSAIP design, a construction management services contract, and the award of the general construction agreement. This report seeks authorization, appropriation and approval of funding for WMATA support during construction of the RSAIP.

**BACKGROUND:** In May 2007, the County Board approved the Site Plan for the development of a project known as Central Place which Site Plan included conditions requiring the Developer's cooperation and contribution toward a new Rosslyn Metrorail station entrance consisting of three (3) high speed, high capacity elevators, a mezzanine, emergency stairs, and related infrastructure as well as conveyance of all necessary easements or other permissions for the construction and location of the RSAIP.

The RSAIP will support the approved higher density of residential and commercial developments in Rosslyn, provide greater passenger throughput at the Metrorail station to accommodate the increasing ridership, include an emergency exit stairway for the safe evacuation of passengers from the train platform, if needed, and provide access and egress for

County Manager:

County Attorney:

Staff: Bea E. Hicks, DES Transportation

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the additional demand that can be anticipated with completion of the first phase of Metrorail to Dulles Airport in 2013.

A number of activities have been accomplished to advance construction of the Project:

- Engaged the services of WMATA who used its on-call consultant to design the RSAIP;
- Requested and received concurrence from both the County Purchasing department and the Federal Transit Administration (FTA) to enter into non-competitive negotiations for its general construction contract;
- Contracted with STV Incorporated to provide construction management services;
- Negotiated a general construction contract with Clark Construction Group (Clark); and
- Negotiated with WMATA to provide support services during construction as the new entrance will be built adjacent to the existing Metrorail station and will require WMATA acceptance to own, operate and maintain it.

The RSAIP is part of the County's adopted Capital Improvement Program (CIP) for FY2011 – FY2016.

**DISCUSSION:** When the Site Plan was approved in May 2007, the County was given the option of building a new entrance concurrent with or following behind the construction of Phase I of the Central Place development. The County opted for concurrent construction but, due to financial market conditions, the Developer delayed its start of Central Place. When it became apparent that the extent of Developer's delay could not be determined, the County opted to move forward with its construction of the new station entrance to meet the passenger demand at the Rosslyn station.

Preconstruction activities are underway. These include contacts with utility companies that are in the Project construction footprint, submission of various permit applications for approval, discussions regarding maintaining transportation in the area, and community outreach. An interim agreement with WMATA for support during preconstruction was executed by the WMATA General Manager and the Arlington County Manager for \$90,000, effective October 2010, and funded from unused design contingency funds; WMATA anticipated that these funds would be exhausted in November 2010. However, by the end of the preconstruction period, October 25, 2010, WMATA had expended approximately \$8,000 of the \$90,000 advanced by the County. The remainder of these funds, \$82,000, is folded into the maximum amount of this Agreement for construction support and capped at \$882,000.

The funds remaining from the interim agreement, \$82,000, will constitute the first installment for WMATA support services anticipated to be necessary under this Agreement. The remaining funds will be paid to WMATA in 11 equal quarterly payments during the period of construction subject to the conditions presented in the Article 8 of the Agreement.

**FISCAL IMPACT:** Funding for this Agreement is in the Transportation Investment Fund (Fund 331) approved in the FY2011 – FY2016 CIP.

Construction Support Agreement  
Between  
The Washington Metropolitan Area Transit Authority  
And  
The County Board Of Arlington County, Virginia  
For  
The Rosslyn Station Access Improvement Project

**Article 1. General Provisions**

- 1.1 The County has agreed to construct (i) a new mezzanine area, (ii) three new elevators for ingress and egress between the street and the Existing Transit Station and (iii) such other improvements as are included in the final design referenced below in Section 1.4 This is known as the Rosslyn Station Access Improvement Project (RSAIP). At the completion of construction and in accordance with the terms of this Agreement, WMATA will accept ownership and operation of the RSAIP.
- 1.2 This is an Agreement for support services during the construction phase of the Project which commenced with a notice to proceed to Clark Construction on October 25, 2010.
- 1.3 The time frame for this support work began on October 25, 2010 and is expected to extend until such time as the Project is finally accepted by WMATA.
- 1.4 WMATA commissioned, finalized and approved 100% design documents for the Project and this design, dated September 2, 2010 and amended on September 29, 2010, is incorporated into this Agreement by reference. This design is the Project construction scope and is the Project for purposes of this Agreement.
- 1.5 The County has paid to WMATA, pursuant to an interim agreement dated August 17, 2010, \$90,000 for pre-construction services.
- 1.6 On October 25, 2010, the County gave Clark Construction, its general contractor for construction of this Project, a Notice to Proceed, marking the beginning of the construction period and the end of the pre-construction period.
- 1.7 By the end of the pre-construction period (October 25, 2010) WMATA had expended approximately \$8,000 out of the \$90,000 advanced by the County pursuant to the interim agreement identified in 1.2.3.
- 1.8 These unspent sums (\$82,000) are folded into the total maximum amount of this Agreement addressed below and WMATA must comply with the terms and conditions of this Agreement in order to expend those funds.

## 1.9 Underlying Documents and Agreements

- 1.9.1 The Project Coordination Agreement is incorporated by reference.
- 1.9.2 The County has contracted with Clark Construction for general contractor services; Clark Construction has expertise in WMATA and Metro-Rail construction compliance with WMATA's Adjacent Construction Manual and requirements. These WMATA commissioned and approved design documents were incorporated into the construction agreement entered into between the County and Clark Construction. The contract between Clark and the County date October 7, 2010 is incorporated by reference.
- 1.9.3 The County has hired STV as its Construction Manager which firm has expertise in WMATA and Metro-Rail construction and compliance with WMATA's Adjacent Construction Manual and requirements. The contract between the County and STV dated September 16, 2009 is incorporated by reference.

## 1.10 Guidelines Governing the Parties' Conduct During Construction:

- 1.10.1 WMATA staff will work through and coordinate with the County's Project Manager for any work performed by WMATA staff or its contractors and for any coordination with the County's contractors. Provided, however, that in the event that work on WMATA property creates a threat to the safety of WMATA property, facilities or passengers, WMATA has the authority to take appropriate measures to ensure the safety of WMATA property, facilities and passengers including stopping the work of the Project if necessary. WMATA will communicate these measures to the County's construction manager and the County's Project Manager as soon as is practicable under the circumstances.
- 1.10.2 WMATA agrees to process and review selected shop drawings, working drawings, material certifications and testing reports due to possible impact on the final design in a timely manner such that WMATA's review process does not in any way delay the progress of the work and in no event shall these reviews take longer than twenty one (21) calendar days from the date of receipt by WMATA.
- 1.10.3 WMATA's review and response to Requests for Information (RFI) that may impact the final design shall not in any way delay the progress of the construction and in no event shall take longer than seven (7) calendar days from the date of receipt by WMATA.
- 1.10.4 WMATA's review and response to selected change orders and value engineering proposals must be completed in such a manner that WMATA's review process does not in any way delay the progress of the

construction and in no event shall take longer than thirty (30) calendar days from the date of receipt by WMATA.

1.10.5 The County or its contractors will keep WMATA informed of all site meetings such as weekly coordination meetings and progress meetings.

1.10.6 The Parties agree to cooperate on all documents for review to ensure that WMATA review or WMATA's contractor review will not impact the construction schedule.

## **Article 2. WMATA Scope of Services and Cost**

2.1 The Parties agree that the scope of services includes all support services provided by WMATA, its contracted engineer (currently, Gannett Fleming/Parsons JV) and designer of record (P2D) for the entire duration of the construction of the RSAIP up to and including final acceptance by WMATA, other than the exceptions specifically identified in Articles 3 and 4 and provided WMATA is in full compliance with Article 7 and Article 8.

2.2 The Parties agree that WMATA and its contracted engineer and designer of record will provide this scope services for a cost not to exceed \$882,000.

2.3 The Parties agree that because the scope of services identified above may not reach the cap of \$882,000, it is possible that the work in Articles 3 and 4 may fall under this cap. However, it is also possible that the work in Articles 3 and 4 may exceed the cap amount. In either case, the County has agreed to pay for the legitimate and documented work provided by WMATA and approved by the County as outlined in this Agreement.

2.4 Should WMATA choose to retain another engineer other than Gannett Fleming/Parsons JV for this Project, the costs for such designer or engineer are also included in this cost.

2.5 WMATA shall accept the Project from the County and its contractors for inclusion in the WMATA system and will take over operations, maintenance and use of the facility when the provisions of Article 10 are met.

2.6 The County and WMATA agree that WMATA will exercise appropriate professional judgment to perform only such work by its staff or its contractors as is necessary to ensure that the RSAIP will be accepted by WMATA upon final completion.

2.7 The work performed by WMATA on this Project shall encompass all work from the beginning of the construction phase – October 25, 2010 – through final completion, close out and final acceptance by WMATA. Completion of WMATA's work for purposes of this Agreement means any and all

commissioning periods, punch list work, inspections, walk-throughs, testing or any other acts or activities necessary for WMATA to take the Project over from the County and its contractors until final acceptance by WMATA.

**Article 3. Proposed Additional Work**

- 3.1 WMATA's scope of services does not include the services identified in Sections 3.2 through 3.3, below. In order for the County to be responsible for any work outside the scope of services and which may exceed \$882,000, WMATA must comply with the procedures set forth in Articles 7 and 8.
- 3.2 Significant deviations from the Design originating from:
  - 3.2.1 The County's decision to make directed revisions to the Design which do not include compliance with new codes or ordinances unless the code or ordinance changes could not have been reasonably anticipated at the time the Design was sealed by the designer of record; or
  - 3.2.2 Engineering and structural requirements NOT related to design flaw or errors in the Design or any failure, fault or negligence on P2D's part in creating the Design; or
  - 3.2.3 External mandates outside of the County or WMATA's control; or
  - 3.2.4 Site conditions that were not foreseeable through the exercise of proper and due diligence by WMATA or any WMATA contract or subcontractor.
- 3.3 Submittal review by WMATA of more than three (3) iterations of the same product, material or type thereof, provided that WMATA has not generated changes that require such additional review.

**Article 4. Work Billed Separately**

- 4.1 The capped amount of \$882,000 might not necessarily include the products and installation services identified in Sections 4.2, 4.3 and 4.4 because it is agreed that these services are outside the scope of services. This work is billed separately to ensure a proper record is kept of these costs. Nevertheless, WMATA must still comply with all billing obligations in order for the County to be responsible for any payments related to the products and services of this Article 4.
- 4.2 Security Equipment (PROTECT)
  - 4.2.1 The cost of procuring, installing, testing and acceptance of certain Security Equipment (PROTECT) will be billed separately pursuant to Section 9.2 but is governed by this Agreement.

- 4.2.2 WMATA administrative or staff costs associated with PROTECT are included in WMATA's scope of work and therefore covered under the \$882,000 cap.
- 4.3 Specialized Communications Equipment (Patch Panel)
  - 4.3.1 The cost of procuring, installing, testing and acceptance of specialized communications equipment, the Patch panel, will be billed separately pursuant to Section 9.3, but is governed by this Agreement.
  - 4.3.2 WMATA administrative or staff costs associated with this Specialized Communications Equipment are included in WMATA's scope of work and therefore covered under the \$882,000 cap.
- 4.4 Operations Support
  - 4.4.1 Operations Support shall mean WMATA staff provided, such as flagmen, escorts, work trains and work train operators/complementary operations.
  - 4.4.2 The cost of certain operations support which may be required for this Project will be billed separately pursuant to Section 9.4 by WMATA to the County, but is governed by this Agreement.

**Article 5. Automated Fare Collection Equipment**

- 5.1 By the terms of a separate agreement the County will pay for the cost of procuring, managing, installing, testing and acceptance of the Automated Fare Collection Equipment (AFC) and this is specifically not covered in this Agreement. The parties agree that this separate agreement must be in place prior to commencement of the work related to the AFC.

**Article 6. Relocation of the Temporary Chiller**

- 6.1 If, under Section *V. D. Chiller Construction* of the Project Coordination Agreement, such circumstances arise that require the installation of a Temporary Chiller on the surface of the Developer Parcel, any costs to relocate the Chiller to its permanent location (as fully described and explained in the Project Coordination Agreement) will be the subject of a separate agreement and are specifically not covered in this Agreement. The parties agree that this separate agreement must be in place prior to commencement of the work related to the Temporary Chiller.

**Article 7. Procedures for Memorializing Proposed Additional Work Identified in Article 3**

- 7.1 In order for WMATA to be eligible for any additional payment above the capped amount of \$882,000 for any WMATA staff time or design contractor services, WMATA must fully and completely comply with the procedures set forth in this Article 7 and the billing procedures and records requirements set forth in Article 8.
- 7.2 In advance of incurring such time or cost, WMATA shall submit notice to the County, as soon as WMATA's discovery of any of the circumstances causing WMATA to claim that it must perform work outside the scope of services as identified in Article 3, Sections 3.2 or 3.3,. WMATA will use diligent efforts and act in good faith to notify the County within ten (10) days of the discovery of such need and causation for additional work. The Parties agree and understand that timely notification within this Section is critical for a proper examination of WMATA's claim for additional scope of work and failure to comply with this timely notification provision may preclude WMATA's ability to pursue additional funding for such additional scope claims. Upon request by WMATA, the County may waive this provision if the County determines, in its sole discretion, that WMATA's delayed notice is not prejudicial to the County.
- 7.3 Within 30 days of the date that WMATA discovers any circumstance leading to a claim of additional work, WMATA will supply to the County an itemized accounting of such additional services or products necessitated by any of the precipitating events in Article 3, Sections 3.2 or 3.3, segregated by labor, equipment and materials for the various components for the deviation or increase in the Work.
- 7.3.1 Should such itemized accounting include proposed work by WMATA's design contractor, such notification shall also include a signed proposal or proposals from such contractor or for any business concerns providing materials, products or equipment.
- 7.3.2 Such itemized accounting that includes WMATA's estimated staff time for services shall be based upon the salary and benefits by employee classification established beforehand of such designated or proposed employee, but no mark up of any kind may be included in such notification and itemized time accounting.
- 7.4 The County, after receipt of WMATA's notification of additional scope pursuant to Article 3, Sections 3.2 and 3.3, will review the notice and supporting documentation to determine whether WMATA's claimed triggering event and proposed work is outside the scope of WMATA's work under this Agreement. After reviewing WMATA's submissions and discussing the matter further with WMATA, if the County deems necessary, the County will either:

- 7.4.1 Agree that WMATA has met the requirements for additional work under Article 3; or
- 7.4.2 Determine that WMATA has not met the requirements for additional work under Article 3 and that the work falls with WMATA's scope of work and place in writing its reasons for such determination.
- 7.5 Should the County disagree with WMATA's request and determine that the work is not outside the scope of work, WMATA may accept that determination and proceed with the work as within the scope of services or may appeal the County's determination.
- 7.6 Appealing the County's determination that the work is not outside the scope of services.
  - 7.6.1 If WMATA wishes to appeal the County's determination, WMATA's General Manager will communicate directly with Arlington's County Manager to resolve the matter.
  - 7.6.2 The Parties agree that time is of the essence in resolving the appeal and dispute and that the General Manager and the County Manager should exercise all deliberate speed in reaching a conclusion to resolve the dispute.
- 7.7 If the Parties' discussions regarding the disputed claims for additional work result in the County's agreement that the work is additional work under Article 3 and outside the scope of services, WMATA will bill the County for this additional work in accordance with Article 8.

**Article 8. Payment Procedures and Billing Requirements**

- 8.1 The County and WMATA agree that the work to be performed by WMATA staff or its contractors will be only such work as is necessary to ensure that the RSAIP will be accepted by WMATA upon final completion in accordance with Article 10. This Article pertains to work WMATA claims to be within its scope of services and not to exceed \$882,000 and any work WMATA may claim as additional services which procedure is detailed in Article 7.
- 8.2 In order for the County to provide payment to WMATA, WMATA must comply with the following records keeping and sharing requirements:
  - 8.2.1 Create, maintain and provide to the County daily logs detailing the services provided by WMATA by all of its employees who bill to the Project;

- 8.2.2 Create, maintain and provide to the County monthly reports detailing WMATA's work under this Agreement in support of the Project.
- 8.3 As of October 25, 2010, WMATA had in its accounts a sum of \$82,000 remaining from the County's payment of \$90,000 to WMATA for pre-construction activities. This amount will constitute the first installment for WMATA services anticipated to be necessary under this Agreement.
- 8.4 Within thirty (30) days of the execution of this Agreement by both Parties, the County will pay WMATA \$80,181.82 (a sum equal to \$882,000 / 11 (quarters)). This amount, \$80,181.82, will constitute the second installment for WMATA services anticipated to be necessary under this Agreement.
- 8.5 At such time thereafter, but in no event more frequently than quarterly, WMATA may deliver a statement and request to the County for another installment at such time as the amount previously funded has been reduced to Fifteen Thousand Dollars (\$15,000).
- 8.5.1 WMATA's statement and request must contain a detailed accounting, to the satisfaction of the County, of actual WMATA costs showing how the previously funded amount has been spent, including, among other things, the number of hours expended by staff or contractors, the particular tasks performed during those hours and the purpose for which those tasks were performed (e.g. to evaluate value engineering request; to conduct inspection of tie backs).
- 8.5.2 WMATA's statement and request must be supported by the daily logs for all activities of WMATA and/or its contractor.
- 8.5.3 WMATA's statement and request must break out the hourly rates being charged, the position held by the person whose time is billed and a justification or explanation why a person in a higher position has performed the task, if such funding is being requested.
- 8.5.4 WMATA shall certify, with each request for payment, that all funds previously expended relate solely to the RSAIP and are services necessary to be performed by WMATA or its contractor in order to accept the RSAIP into the WMATA system.
- 8.6 Should WMATA fully comply with its obligations under this Article, the County, by its Project Manager and Finance Department will review WMATA's submittals to validate and confirm that the submittals are actual WMATA expenditures necessary for the project and necessarily performed by WMATA or its contractor for this Project.

- 8.7 Within thirty (30) days of receipt and confirmation by the County under Section 8.6, the County will pay to WMATA another installment in an amount sufficient to increase WMATA's Project Account balance to \$80,181.82.
- 8.8 WMATA agrees to deposit all funding provided by the County in an interest-bearing account and provide to the County an accounting of such interest.

**Article 9. Billing and Payment for Products and Services Listed in Article 4**

- 9.1 Billing by WMATA for PROTECT, Specialized Communications Equipment (Panel Patch) and Operations Support must comply with the following to be eligible for payment by the County. A separate billing procedure is used to ensure that a clear accounting of services that are outside the scope of services and may involve third party contractors.
- 9.2 PROTECT: WMATA shall submit to the County actual invoices or bid documents detailing
  - 9.2.1 The cost of materials, with unit pricing;
  - 9.2.2 Equipment, with unit pricing as applicable;
  - 9.2.3 Installation costs, specifically identifying all contractor costs with hourly rates;
- 9.3 Specialized Communications Equipment (Panel Patch)
  - 9.3.1 The cost of materials, with unit pricing;
  - 9.3.2 Equipment, with unit pricing as applicable;
  - 9.3.3 Installation costs, specifically identifying all contractor costs with hourly rates;
- 9.4 Operations Support
  - 9.4.1 Operations Support, for purposes of this Agreement, is necessary for construction of this project only AND if it is required due to direct impact by the construction of the RSAI alone. Operations Support needed due to other construction projects in the area or for reasons not directly related to the RSAI construction will not constitute justification for Operations Support under this Agreement.
  - 9.4.2 If the County requests Operations Support based upon the construction needs identified above, the County will submit a request to WMATA in writing.

- 9.4.3 Upon receipt of the County's request for Operations Support, WMATA will create a written plan outlining the staffing requirements and cost for such personnel to address the construction needs identified in the County's request. The plan will be provided to the County for review.
- 9.4.4 If the County agrees with WMATA's written plan for Operations Support, the County will create a Site Specific Work Plan confirming the Operations Support necessary for the construction. If the County does not agree with WMATA's plan, the parties will engage in further discussion until an agreement is reached and a Site Specific Work Plan can be agreed upon.
- 9.4.5 If WMATA believes that Operations Support are necessary pursuant to 9.4.1 and the County has not requested Operations Support from WMATA, WMATA may bring this to the attention of the County's Project Manager in writing. If the Project Manager does not agree that Operations Support is necessary, the Project Manager will explain in writing the reasons for such disagreement.
- 9.4.6 If WMATA wishes to pursue the issue of Operations Support, WMATA's General Manager may contact the County Manager of Arlington County to appeal the Project Manager's determination.
- 9.4.6 The Parties agree that time is of the essence in resolving the appeal and determination of Operations Support and that the General Manger and the County Manager should exercise all deliberate speed in reaching a conclusion to resolve the issue.

**Article 10. WMATA Acceptance, Ownership, Operation and Maintenance**

- 10.1 WMATA will take over operations and maintenance when the work is complete for the full use and function intended by the contract documents – also known as substantial completion.
- 10.2 Final acceptance by WMATA shall be conditioned upon the following:
  - 10.2.1 The County must complete all punch list items; and
  - 10.2.2 The County must provide to WMATA spare parts, special tools and operation and maintenance manuals and training as specified in the County's contract documents with its general contractor; and
  - 10.2.3 The County must provide to WMATA all contract record drawings and as-built drawings

- 10.2.4 County must assign all continuing warranties to WMATA; and
- 10.2.5 Completion of installation of AFC, communication and security equipment by WMATA; and
- 10.2.6 The County must complete the safety and security certification.
- 10.3 WMATA shall not unreasonably withhold its final acceptance of the project and shall exercise all reasonable and due diligence to progress the final stages of the construction, schedule any and all testing or other procedures necessary for its final acceptance of the project.
- 10.4 Upon completion and acceptance of the Project, WMATA shall own, operate and maintain those facilities described in section 1.01 of this Agreement, which facilities have been improved or added at, or around, the Rosslyn Station. For all facilities (e.g. elevators), that are constructed upon or attached to private property, WMATA shall maintain such facilities, at WMATA's cost, and provide the same level of operation, maintenance, repair and replacement as WMATA does for any other WMATA facility.

**Article 11. Insurance and Indemnification**

- 11.1 The County represents that Clark Construction has procured the requisite insurance coverage for this project and has named WMATA as an additional insured and has agreed to indemnify WMATA related to work performed under its construction contract with the County.

**Article 12. Appropriation of Funds**

- 12.1 WMATA's obligations under this Agreement are subject to the availability and appropriation of funds provided by the County and through allocation by the WMATA Board for the specific purpose of satisfying any payment and obligating WMATA to perform work in accordance with Section 22 of the WMATA Compact, which prohibits WMATA from making any commitments or incurring any obligations unless funds are available.
- 12.2 The County's obligations under this Agreement are subject to the appropriation of funds by the County Board for the purposes set forth in this Agreement.

**Article 13. Applicable Law**

- 13.1 This Agreement, and the rights and obligations of the Parties under this Agreement, shall be governed by the laws of the Commonwealth of Virginia without regard to principles of conflicts of laws. Any lawsuits arising from this

Agreement will be filed in the Arlington County Circuit Court. WMATA is governed by the WMATA Compact in all of its actions and decisions.

**Article 14. No Limitation**

14.1 Nothing contained in this Agreement shall be construed to prohibit any Party from (1) obtaining injunctive relief to enforce the provisions of this Agreement or (2) exercising any rights and remedies as may be available at law or in equity in the event of negligence, fraud, intentional misconduct, or misappropriation of funds by another Party. Nothing in this Agreement shall be construed to waive the County's sovereign immunity or to limit any protections or rights the County enjoys under Virginia law as a political subdivision of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Washington Metropolitan Area Transit Authority and The County Board of Arlington County, Virginia certify that this Amendment is executed by their respective authorized signatories and shall be effective as of the date of the latest endorsement below.

Approved as to Form:

WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY

\_\_\_\_\_  
Carol O'Keeffe  
General Counsel

\_\_\_\_\_  
Richard Sarles  
General Manager/Chief Executive Officer

Approved as to Form:

COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA

\_\_\_\_\_  
Stephen A. MacIsaac  
County Attorney

\_\_\_\_\_  
Barbara Donnellan  
County Manager