STANDARD PROJECT ADMINISTRATION AGREEMENT State-aid Projects

Project Number	UPC	Local Government
0351-114-412	126105	
0351-114-413	126111	City of Houseton
0351-114-415	126112	City of Hampton
0351-114-414	126114	

THIS AGREEMENT, is hereby made and executed in triplicate effective the date of the last (latest) signature set forth below, by and between the CITY OF HAMPTON, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the "Parties."

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the "Project;" and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project and the funding currently allocated or proposed for the Project does not include Federal-aid Highway funds; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the LOCALITY is responsible for administering the Project in accordance with DEPARTMENT guidelines, including the most current *Locally Administered Projects Manual* ("LAP Manual"), and with the program specific requirements shown in Appendix B, based on the nature of the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the LOCALITY's governing body has by resolution, demonstrated the LOCALITY'S commitment to provide local funding for the Project as contemplated by this Agreement and further, by resolution or otherwise, authorized its designee to execute this Agreement, and said authorizations are attached hereto.

WHEREAS, the Parties have concurred in the LOCALITY's administration of all phases of work for the Project in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

- 1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
- 2. The LOCALITY shall:

Project Number: 0351-114-412, UPC 126105 Project Number: 0351-114-413, UPC 126111 Project Number: 0351-114-415, UPC 126112 Project Number: 0351-114-414, UPC 126114

- a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as expressly required by federal or state laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the DEPARTMENT when the facilities are maintained by the DEPARTMENT.
- b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, all applicable Commonwealth Transportation Board and DEPARTMENT policies, and those additional requirements as identified in Appendices A and B to this Agreement. Noncompliance with this requirement may result in deallocation of the funding from the Project, rescission of state funding match, termination of this Agreement, or the DEPARTMENT denial of future requests to administer projects by the LOCALITY, all of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations or policies.
- c. Administer the Project in accordance with the DEPARTMENT's most current LAP Manual and other guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- d. Provide timely certification by a LOCALITY official of the LOCALITY'S compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
- e. Maintain accurate and complete records of the Project's development as required in the LAP Manual and any supplemental guidance and directives of the DEPARTMENT and retain documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the DEPARTMENT'S acceptance of the final voucher on the Project.
- f. At least quarterly, but no more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a summary of all payment requests, payments and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the Commonwealth Transportation Board in the Six Year Improvement Program.

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- g. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the LOCALITY, the Project becomes ineligible for state reimbursement, or in the event the reimbursement is required by the provisions of § 33.2-214 or § 33.2-331 of the Code of Virginia (1950) as amended, or other applicable provisions of state law or regulations.
- h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the Project may result in forfeiture of state-aid reimbursements
- j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the Project.
- k. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project in accordance with the final constructed design as approved by the DEPARTMENT. The LOCALITY agrees that any modification of the approved design features, without the approval of the DEPARTMENT, may, at the discretion of the DEPARTMENT, result in restitution either physically or monetarily as determined by the DEPARTMENT.

3. The DEPARTMENT shall:

- a. Perform any actions and provide any decisions and approvals, within a reasonable time, which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties.
- b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
- c. Where applicable, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a. and 3.a.

Project Number: 0351-114-412, UPC 126105 Project Number: 0351-114-413, UPC 126111 Project Number: 0351-114-415, UPC 126112 Project Number: 0351-114-414, UPC 126114

- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
- e. Upon LOCALITY'S request, make available to the LOCALITY guidelines to assist the Parties in carrying out responsibilities under this Agreement.
- 4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to § 33.2-1011 of the Code of Virginia (1950), as amended.
- 5. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY'S compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.
- 6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

Project Number: 0351-114-412, UPC 126105 Project Number: 0351-114-413, UPC 126111 Project Number: 0351-114-415, UPC 126112 Project Number: 0351-114-414, UPC 126114

- 9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs, 2.g., 2.h, and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.
- 10. Prior to any action pursuant to paragraphs 2.b or 2.h of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the LOCALITY'S breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement or at law or in equity.
- 11. THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any Party.
- 12. THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the Project, this Agreement is no longer applicable. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects upon execution of which this Agreement shall be terminated.
- 13. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.
- 14. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

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State Aid Project Administration Agreement Locality: City of Hampton Project Number: 0351-114-412, UPC 126105 Project Number: 0351-114-413, UPC 126111 Project Number: 0351-114-414, UPC 126112 Project Number: 0351-114-414, UPC 126114

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed

as of the day, month, and year first herein written.

CITY OF HAMPTON, VIRGINIA:		
Signature		
Typed or printed name of signatory		
Title	Date	
Signature of Witness	Date	
NOTE: The official signing for the LOCA to execute this agreement. COMMONWEALTH OF VIRGINIA,		
Chief of Policy Commonwealth of Virginia Department of Transportation	Date	
Signature of Witness	Date	

Version: Original				Prep	ared Date: 7/26/2024
		Proje	ct Details		
UPC: 126105	State Project #:	0351-114-412	CFDA #:	20.205 Loca	ality UEI #: H43KALPESBP1
Locality: City of Hampton	Address:	22 Lincoln St., Ham	oton, VA 23669-3522		
Work Description: #SGR25L	P 114 663 PEMBROK	(E AVE		Projec	ct Location (Zip +4) 23661-1907
		Project Po	ints of Contact		
Locality Project Man			VDOT Project Coord		
Name: Stefanie S Phone: 757-727-6			Name: Candra Jo Phone: 757-956-3		
	a@hampton.gov			ordan@vdot.virginia.gov	
Elliali. Soliaciiai	i@nampton.gov		Elliali. Candia.30	ndan@vdot.viigiilia.gov	
		Projec	t Estimates		
		Preliminary	Right of Way and	Construction	Total
		Engineering	Utilities		
Estimated Locality Project Expe		\$9,000	\$0	\$527,235	\$536,235
Estimated VDOT Project Overs	ight	\$1,500	\$0	\$10,000	\$11,500
Estimated VDOT Project Service	ces (Appendix C)	\$0	\$0	\$0	\$0
Estimated Total Project Costs		\$10,500	\$0	\$537,235	\$547,735
	Allere A. J. Francis		t Financing	Maria	Table Father to 1
Allocated Funds Type	Allocated Funds	Local %	Local Share Total	Max Reimbursement	Total Estimated
00B	Amount	Participation	Φ0	to Locality	Reimbursement to Locality
SGR	\$547,735	0%	\$0 \$0	\$547,735 \$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
Funding Totals	\$547,735		\$0	\$547,735	\$536,235
Note - The funds order is not indicative	of the actual spend order o	f funds on the project.			
This Appendix A supersedes all previous	us versions signed by VDO	and the LOCALITY for th	e Project.		
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Authorized Locality Officia	al Di	ate		Authorized VDOT Official	Date
Dripted Name of Locality Off	ioial			Printed Name of VDOT Officia	
Printed Name of Locality Off	IUIAI			Finited Name of VDOT Official	П
Title of Locality Official				Title of VDOT Official	
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Version: Original				Prep	ared Date: 7/26/2024
		Proje	ct Details		
UPC: 126111	State Project #:	0351-114-413	CFDA #:	20 205 Loca	ality UEI #: H43KALPESBP1
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Locality: City of Hampton	Address:	22 Lincoln St., Hamp	oton, VA 23669-3522		
	,				
Work Description: #SGR25	LP 114 664 PEMBROK	(E AVE		Projed	t Location (Zip +4) 23661-1907
		Project Po	ints of Contact		
Locality Project Mai			VDOT Project Coordi		
Name: Stefanie Phone: 757-727-	Strachan -6301		Name: Candra Jo Phone: 757-956-3		
	n@hampton.gov			ordan@vdot.virginia.gov	
Email. Condend	griamptemgev		Email: Canaraios	raan @ raorgagor	
			t Estimates		
		Preliminary	Right of Way and	Construction	Total
Fating at ad Langlity Duning t From		Engineering	Utilities		
Estimated Locality Project Exp Estimated VDOT Project Over		\$9,000 \$1,500	\$0 \$0	\$562,057 \$10,000	\$571,057 \$11,500
Estimated VDOT Project Over	ices (Annendix C.)	\$1,300	\$0	\$10,000	\$0
Estimated Total Project Costs	ices (Appendix O)	\$10,500	\$0	\$572,057	\$582,557
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		Project	t Financing		
Allocated Funds Type	Allocated Funds	Local %	Local Share Total	Max Reimbursement	Total Estimated
Allocated Fullus Type	Amount	Participation	Local Share Total	to Locality	Reimbursement to Locality
SGR	\$582,557	0%	\$0	\$582,557	
			\$0	\$0	
			\$0	\$0	
			\$0 \$0	\$0 \$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
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			\$0	\$0	
			\$0	\$0	
	Φ500.557		\$0	\$0	ΦΕ74.0Ε7
Funding Totals	\$582,557	formula and the manifest	\$0	\$582,557	\$571,057
Note - The funds order is not indicative			- Dusingt		
This Appendix A supersedes all previous	ous versions signed by VDO	I and the LOCALITY for the	e Project.		
Authorized Locality Offic	ial D	ate		Authorized VDOT Official	Date
	<u></u>				
Printed Name of Locality O	fficial			Printed Name of VDOT Officia	I
Title of Locality Official	<u> </u>			Title of VDOT Official	

Version: Original				Prep	ared Date: 7/26/2024
		Proje	ct Details		
UPC: 126112	State Project #:	0351-114-415	CFDA #:	20.205 Loca	ality UEI #: H43KALPESBP1
	1	00.13			
Locality: City of Hampton	Address:	22 Lincoln St., Hamp	oton, VA 23669-3522		
Work Description: #SGR	OELD 114 GGE DEMDDOK	<u>΄</u> Γ Λ\/Γ		Projec	23661-1907
work Description. #3GR	.23LP 114 003 PEWBRON	AC AVE			(Zip +4) 23001-1907
		Project Po	ints of Contact		
			\(\(\text{PQT-P}\) \(\text{PQT-P}\)		
Locality Project N	<i>l</i> lanager nie Strachan		VDOT Project Coordi Name: Candra Jo		
	ne Strachan 27-6391				
				rdan@vdot.virginia.gov	
Email: sstrac	han@hampton.gov		Email: Candra.Jo	rdan@vdot.virginia.gov	
			t Estimates		
		Preliminary	Right of Way and	Construction	Total
		Engineering	Utilities		
Estimated Locality Project E		\$9,000	\$0	\$223,225	\$232,225
Estimated VDOT Project Ov		\$1,500	\$0	\$10,000	\$11,500
Estimated VDOT Project Se		\$0	\$0	\$0	\$0
Estimated Total Project Cos	sts	\$10,500	\$0	\$233,225	\$243,725
		D'	(F'		
	Allere to J. Francis		t Financing	Maria	Tatal Estimated
Allocated Funds Type	Allocated Funds	Local %	Local Share Total	Max Reimbursement	Total Estimated
	Amount	Participation	40	to Locality	Reimbursement to Locality
SGR	\$243,725	0%	\$0	\$243,725	
			\$0	\$0	
			\$0	\$0 *0	
			\$0	\$0 *0	
			\$0 \$0	\$0 *0	
			\$0 \$0	\$0 \$0	
	-		\$0	\$0 \$0	
			\$0	\$0 \$0	
			\$0	\$0 \$0	
			\$0	\$0 \$0	
			\$0	\$0 \$0	
Funding Totals	\$243,725		\$0	\$243,725	\$232,225
Note - The funds order is not indica		f funds on the project	ΨΟ	Ψ2 10,1 20	ΨΕΟΣ;ΣΕΟ
This Appendix A supersedes all pro			e Project		
This Appendix A supersedes all pro-	evidus versions signed by VDO	and the ECO/LETT TOT the	o i rojeot.		
Authorized Locality O	official Da	ate		Authorized VDOT Official	Date
Printed Name of Locality	y Official			Printed Name of VDOT Officia	l .
Title of Locality Offi	oial			Title of VDOT Official	

Version: Original				Prep	ared Date: 7/26/2024
		Proje	ct Details		
UPC: 126114	State Project #:	0351-114-414	CFDA #:	20.205 Loca	ality UEI #: H43KALPESBP1
		00 1 1 1 04 11	14. 00000 0500		
Locality: City of Hampton	Address:	22 Lincoln St., Hamp	oton, VA 23669-3522		
Work Description: #SG		Έ Δ\/Ε		Projec	23661-1907
Work Description. #331	NZJEF 114 000 FEMBRON				(Zip +4) 23001-1907
		Project Po	ints of Contact		
Landity Drainat	Managar		VDOT Drainet Coardi		
<u>Locality Project</u> Name: Stefa	manager nie Strachan		VDOT Project Coordi Name: Candra Jo		
	727-6391		Phone: 757-956-3		
	chan@hampton.gov			rdan@vdot.virginia.gov	
Liliali. 33tia	crian@nampton.gov		Liliali. Odridia.00	rdan@vdot.viigiiila.gov	
			t Estimates		
		Preliminary	Right of Way and	Construction	Total
	=	Engineering	Utilities		
Estimated Locality Project		\$9,000	\$0	\$206,752	\$215,752
Estimated VDOT Project O		\$1,500	\$0	\$10,000	\$11,500
Estimated VDOT Project S		\$0	\$0	\$0	\$0
Estimated Total Project Co	sts	\$10,500	\$0	\$216,752	\$227,252
		Duning	Financian		
	Allacata d Francis		t Financing	Mary Daimshama ama amt	T-4-1 [-4i41
Allocated Funds Type	Allocated Funds	Local %	Local Share Total	Max Reimbursement	Total Estimated
	Amount	Participation	40	to Locality	Reimbursement to Locality
SGR	\$227,252	0%	\$0	\$227,252	
			\$0	\$0	
			\$0	\$0 *0	
			\$0 *0	\$0 *0	
			\$0 *0	\$0 *0	
			\$0 \$0	\$0 \$0	
			\$0	\$0 \$0	
			\$0	\$0 \$0	
			\$0 \$0	\$0 \$0	
			\$0	\$0 \$0	
			\$0	\$0 \$0	
Funding Totals	\$227,252		\$0	\$227,252	\$215,752
Note - The funds order is not indic		f funds on the project	ΨΟ	ΨΖΖΙ ,ΖΟΖ	Ψ2 13,7 32
This Appendix A supersedes all p			e Project		
This Appendix A superscues all p	revious versions signed by vbo	and the EOOAETT TOT th	c i Tojeci.		
Authorized Locality	Official Da	ate		Authorized VDOT Official	Date
,					
Printed Name of Locali	ty Official			Printed Name of VDOT Officia	I
	-				
Title of Legality Of	ficial		-	Title of VDOT Official	

Locally Administered State-Aid Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
0351-114-412	126105	
0351-114-413	126111	City of Hammton
0351-114-415	126112	City of Hampton
0351-114-414	126114	

SMART SCALE

Administration of this Project, including but not limited to Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB's) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT's applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan as a funding priority unless certain conditions set forth in the CTB's most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB's *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines*.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the project moves forward. Further, if the Project has not been initiated within

two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT's most current *Economic Development Access Program Guide*.

Airport Access

This Project shall be administered in accordance with VDOT's most current *Airport Access Program Guide*.

Recreational Access

This Project shall be administered in accordance with VDOT's most current *Recreational Access Program Guide*.

Local Funds

All local funds included in Appendix A have been formally committed by the LOCALITY board or council, subject to appropriation.

uthorized Locality Official Signature and Date
winted Name of Leastite Official
rinted Name of Locality Official