COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

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Agenda item # 10

RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD
[as amended]

October 22, 2024

MOTION

Made By: Mr. Davis**, Seconded By**: Mr. Good,

Action: Motion Carried, Unanimously

Title: Delegation of Authority for the Commissioner of Highways to Enter into an Agreement between the Virginia Department of Transportation (VDOT) and the Capital Region Airport Commission (CRAC) relating to the Airport Drive Construction Improvements Project (UPC#126403)

WHEREAS, CRAC is a political subdivision of the Commonwealth of Virginia vested with certain powers set forth in Chapter 380 of the Acts of Assembly of 1980, as amended; and

WHEREAS, CRAC is composed of representatives of the Counties of Chesterfield, Hanover and Henrico and the City of Richmond, and is the administrative authority for Richmond International Airport located in Henrico County, Virginia; and

WHEREAS, Airport Drive, which serves Richmond International Airport, is currently in need of curb, gutter, and drainage improvements (the "Project"); and

WHEREAS, VDOT, in coordination with CRAC, has selected the Project as eligible to receive approximately $201,000 in funds remaining from a federal earmark for the Construct South Airport Connector Road, Richmond International Airport Project (UPC 66786) completed in 2008; and

WHEREAS, CRAC proposes to administer the Project and apply the funds remaining from the earmark to preliminary engineering, which is expected to begin in Fall 2024 with an initial reimbursement request to be submitted by CRAC to VDOT in December 2024; and

WHEREAS, VDOT and CRAC have developed an agreement that sets forth the responsibilities of the parties for funding and administration of the Project, currently addresses the preliminary engineering phase of the Project and will require subsequent amendment to address all remaining phases of the Project; and

WHEREAS, the total estimated cost of all phases of the Project is estimated to be $2,350,000 and the agreement requires that CRAC commit to identifying other eligible partners and/or funding to provide the additional funds needed to complete the Project; and

WHEREAS, § 33.2-214(C) of the *Code of Virginia* authorizes the Commonwealth Transportation Board to enter into agreements with local districts, commissions, agencies, and other entities created for transportation purposes.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to § 33.2-214(C) of the Code of Virginia, the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways to enter into the Agreement with CRAC (attached hereto as Exhibit A), relating to the Project, in substantially the same form as Exhibit A, with such changes and additions as the Commissioner deems necessary, including but not limited to those needed to address remaining phases of the Project.

Amendment directed by the Commonwealth Transportation Board at the October 22, 2024 Action Meeting:

[**BE IT FURTHER RESOLVED,** that upon completion of the Project and satisfaction of all requirements by the Parties to the Agreement approved herein, the Commissioner, acting through VDOT staff, shall remove from the active Commonwealth Transportation Board's Policy Index and place in archives maintained by VDOT, this authorization/delegation.]

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Commonwealth Transportation Board (CTB) Decision Brief

Delegation of Authority for the Commissioner of Highways to Enter into Agreement between the Virginia Department of Transportation (VDOT) and the Capital Region Airport Commission (CRAC) relating to the Airport Drive Construction Improvements Project (UPC#126403)

Issue: VDOT seeks from the Commonwealth Transportation Board (CTB) approval of and authority for the Commissioner to enter into an Agreement between VDOT and CRAC relating to the Airport Drive Construction Improvements Project (the "Project") in Henrico County. Pursuant to Va. Code § 33.2-214(C), the CTB has the authority to enter into agreements with entities, such as CRAC, created for transportation purposes.

Facts:

- CRAC is a political subdivision of the Commonwealth of Virginia vested with certain powers set forth in Chapter 380 of the Acts of Assembly of 1980, as amended. CRAC is composed of representatives of the Counties of Chesterfield, Hanover and Henrico and the City of Richmond, and is the administrative authority for Richmond International Airport located in Henrico County, Virginia.
- Airport Drive, which serves Richmond International Airport, is currently in need of curb, gutter, and drainage improvements to one of the bridges originally constructed with the Airport Drive widening project at the Richmond International Airport (the "Project").
- VDOT, in coordination with CRAC, has selected the Project as eligible to receive approximately $201,000 in federal funds, remaining from a federal earmark for the Construct South Airport Connector Road, Richmond International Airport Project (UPC 66786) completed in 2008.
- CRAC proposes to administer the Project and apply the funds remaining from the earmark to preliminary engineering, which is expected to begin in Fall 2024. The total cost of all phases of the Project is estimated to be $2,350,000.
- VDOT and CRAC have developed an agreement that sets forth the responsibilities of the parties for funding and administration of the Project and currently addresses the preliminary engineering phase of the Project. The agreement will ultimately require amendment to address remaining phases of the project and requires CRAC to commit to identify other eligible partners and/or funding to provide the additional funds needed to complete the Project.
- Section 33.2-214(C) of the Code of Virginia authorizes the Commonwealth Transportation Board to enter into agreements with local districts, commissions, agencies, and other entities, such as CRAC, created for transportation purposes.

Recommendation: VDOT recommends that the CTB delegate to the Commissioner of Highways the authority to execute the Agreement with CRAC, attached hereto as Exhibit A, relating to the

Project, in substantially the same form as Exhibit A, with such changes and additions as the Commissioner deems necessary, including but not limited to those necessary to address all phases of the Project.

Action Required by CTB: Approve by majority vote the resolution providing the authorization recommended herein.

Result, if Approved: The Commissioner will be authorized to execute an Agreement between VDOT and CRAC as described above, in substantially the same form as Exhibit A, with such changes and additions as the Commissioner deems necessary, including but not limited to those necessary to address all phases of the Project.

Options: Approve, Deny or Defer

Public Comments/Reaction: N/A

AGREEMENT
BETWEEN
THE CAPITAL REGION AIRPORT COMMISSION
AND
THE VIRGINIA DEPARTMENT OF TRANSPORTATION
FOR
AIRPORT DRIVE CONSTRUCTION IMPROVEMENTS—UPC 126403

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, by and between the Capital Region Airport Commission, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the COMMISSION and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the COMMISSION are collectively referred to as the "Parties."

WHEREAS, the COMMISSION 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

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

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

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

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.

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2. The COMMISSION shall:

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 or termination of this Agreement, both of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations, or policies.

c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, advertisement and award for the Project, as required in the most current LAP Manual and other applicable DEPARTMENT guidelines.

d. 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.

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 COMMISSION, 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 COMMISSION. Eligible Project expenses for preliminary engineering that are incurred prior to the date of execution of this Agreement, but after the obligation of any applicable federal funds, shall be considered for reimbursement. The COMMISSION shall submit an initial request for reimbursement within 90 days of the

September 23, 2024, federal authorization for preliminary engineering. 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.

g. Acknowledges that for federally-funded projects and pursuant to 2 CFR § 200.339, Remedies for Noncompliance, failure to comply with federal laws and regulations, or the terms and conditions of federal awards, may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

h. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the COMMISSION, federally-funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement is required by applicable provisions of federal, state, or local law or regulations.

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 federal or 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 COMMISSION 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 COMMISSION will continue to operate and maintain the Project in accordance with the final constructed design as approved by the DEPARTMENT. The COMMISSION 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, required by federal and state laws and regulations, or as otherwise agreed to, in writing, between the parties, and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

b. Upon receipt of the COMMISSION's invoices pursuant to paragraph 2.f., reimburse the COMMISSION 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 COMMISSION for the COMMISSION's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraphs 2. a. and 3.a.

d. Audit the COMMISSION's Project records and documentation as may be required to verify COMMISSION compliance with federal and state laws and regulations.

e. Upon COMMISSION's request, make available to the COMMISSION guidelines to assist the Parties in carrying out responsibilities under this Agreement.

4. If designated by the DEPARTMENT, the COMMISSION 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 COMMISSION's compliance with all requirements of this Agreement. The Parties acknowledge that funding for the costs of all or part of the Project other than preliminary engineering have not yet been identified and the COMMISSION agrees to seek additional funding for the Project in consultation with VDOT or to terminate the Project before Project costs exceed the allocated amount.

6. Nothing in this Agreement shall be construed as a waiver of the COMMISSION'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 COMMISSION 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 COMMISSION 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.

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.f, 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, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the COMMISSION, in which case the COMMISSION will have ownership of the plans, specifications, and right of way.

10. Prior to any action pursuant to paragraphs 2.b, 2.g. or 2.h. of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the COMMISSION's breach of this Agreement. Upon receipt of a notice of breach, the COMMISSION 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 COMMISSION 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 COMMISSION of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the COMMISSION diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement or at law or in equity.

11. THE COMMISSION 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. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.

13. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

CAPITAL REGION AIRPORT COMMISSION

Signature Date

Title

NOTE: The official signing for the COMMISSION must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Signature Date

Commissioner of Highways, Department of Transportation

Attachments

Appendix A
Appendix B

Appendix A - Locally Administered

Version: Original

Prepared Date:

Project Details

UPC:	126403	*State Project #:*	9999-043-064	*CFDA #:*	
Locality UEI #:					
Commission:	Capital Regionn Airport Commis	*Address:*	1 Richard E. Byrd Terminal Drive, Suite A, Richmond International Airport, VA 23250		
Work Description:	Provide curb, gutter, and drainage improvements to one of the bridges originally constructed with the Airport Drive widening project at the Richmond International Airport.			*Project Location (Zip +4)*	23250

Project Points of Contact

Commission Project Manager	
Name:	Nagesh Tummala
Phone:	804.614.8204
Email:	NTummala@flyrichmond.com

VDOT Project Coordinator	
Name:	
Phone:	
Email:	

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	$201,367	$0	$2,148,633	$2,350,000
Estimated VDOT Project Oversight				$0
Estimated Total Project Costs	$201,367	$0	$2,148,633	$2,350,000

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
Demo Repurpose - Federal	$161,094	0%	$0	$161,094	
Demo Repurpose - Soft Match	$40,274	0%	$0	$40,274	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
			$0	$0	
Funding Totals	$201,368		$0	$201,368	$201,368

Note - The funds order is not indicative of the actual spend order of funds on the project.

This Appendix A supersedes all previous versions signed by VDOT and the COMMISSION for the Project.

Authorized Commission Official — Date

Authorized VDOT Official — Date

Printed Name of Commission Official

Printed Name of VDOT Official

Title of Commission Official

Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

Appendix B – Special Funding Program Conditions and Requirements

SMART SCALE

Administration of this Project, including but not limited to the 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 (SYIP) 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 COMMISSION 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.

Transportation Alternatives Program

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

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The COMMISSION is responsible for implementing any environmental commitments resulting from the environmental studies. In addition, the COMMISSION is responsible for obtaining any water quality permits

and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental studies and submissions will be provided to the COMMISSION and deducted from the Project funds.

Regional Surface Transportation Program (RSTP)

Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Congestion Mitigation Air Quality (CMAQ)

Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

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) Bridge

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 initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the COMMISSION 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.

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 bridge structure to account for a cost increase on a previously selected Project.

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 COMMISSION 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.

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.*

Highway Safety Improvement Program (HSIP)

Allocated Highway Safety Improvement Program (HSIP) funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Local Funds

All local funds included in Appendix A have been formally committed by the COMMISSION subject to appropriation. The COMMISSION will seek to identify other eligible partners and/or funding to provide the additional funds needed to complete the project.

_____

Authorized Commission Official Signature and Date

_____

Printed Name of Commission Official