

## Standard Project Agreement (SPA) Close-out Certification

**SPA Name:** \_\_\_\_\_

**SPA Number:** \_\_\_\_\_

\_\_\_\_\_  
**(Name of Recipient Entity)** **CERTIFIES** all of the following:

1. All work performed for the specified Project under the Standard Project Agreement (SPA) between the Northern Virginia Transportation Authority (NVTA) and the Recipient Entity was in accordance with the Project Description Sheets attached thereto as Appendix A and all work performed complied with Va. Code Ann. Sections 33.2-2510(A), (C)1.
2. NVTA funds received by the Recipient Entity were not used to pay any Project costs prohibited by the NVTA Act.
3. Any unexpended NVTA funds have been returned to NVTA within the timeframe as specified in the SPA.
4. Compliance with the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable: a) For any project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners have paid their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds received from NVTA for such project was in addition to the funds that the Recipient Entity received from the extra-territorial funding partner for the project or system.
5. Requirement for continual maintenance of complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern the Recipient Entity.
6. Requirement for continual maintenance of all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern the Recipient Entity; and confirm copies of all such drawings.
7. The Project will be used for its intended purposes for the duration of the Project's useful life. Confirm, under no circumstances will NVTA be considered responsible or

obligated to operate and/or maintain the Project after its completion.

8. The Recipient Entity complied with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern the Recipient Entity.

9. Confirms they will continue to comply, if applicable, with all tax covenants in the SPA, for Projects funded in whole or in part by NVTB Bond Proceeds.

10. Confirms they will continue to comply, if applicable, for Projects funded, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and confirms NVTB is not party or signatory to any such Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement in the future.

11. Recipient Entity certifies to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTB under the SPA ("Project Assets") for the designated transportation purposes of the Project under this SPA and in accordance with applicable law throughout the useful life of the Project Asset. The Recipient Entity confirms NVTB shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTB under the fully executed SPA. In the event that the Recipient Entity fails to use any of the Project Assets funded under the SPA for the transportation purposes as authorized by the Agreement or applicable law throughout its respective useful life, the Recipient Entity shall refund to NVTB with interest at the rate earned by NVTB the amount attributable to NVTB's proportionate financial interest in the value of said Project Asset. If the Recipient Entity refuses or fails to refund said monies to NVTB, NVTB may recover its proportionate financial interest from the Recipient Entity by pursuit of any remedies available to NVTB, including but not limited to NVTB's withholding of commensurate amounts from future distributions of NVTB funds to the Recipient Entity.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

