

CERTIFICATION ACCEPTANCE AGREEMENT

**BETWEEN
THE STATE OF ARIZONA
AND
CITY OF TEMPE**

THIS AGREEMENT ("Agreement") is entered into by and between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ("State"), and CITY OF TEMPE ("City"). The State and City are collectively referred to as "Parties" or individually as "Party." Both the State and City are government agencies.

I. RECITALS

1. The Parties recognize the importance of a balanced, integrated, intermodal transportation system for the State of Arizona and understand the need for maximum flexibility in the use of federal funds to address the needs of all transportation modes.
2. The Parties acknowledge that transportation infrastructure projects play an essential role in the State's transportation system and preservation and maintenance of the transportation infrastructure protects the investments of the past and allows for economic development in the future.
3. The Parties recognize that stewardship is the efficient and effective management of public funds that have been entrusted to the Federal Highway Administration (FHWA) and oversight is the act of ensuring the Federal-aid Highway Program (FAHP) is delivered in accordance with applicable laws and regulations.
4. Title 23, Code of Federal Regulation (C.F.R.), Sections 1.11 and 635.105 allow a State to delegate certain activities, under supervision, to qualified local public agencies for FAHP projects under Certification Acceptance. Delegation is a privilege with responsibilities for both Parties and requires the Parties work in partnership.
5. According to 23 C.F.R. §§ 1.11 and 635.105, the State, as the supervising agency, maintains accountability to FHWA for FAHP projects under Certification Acceptance and is responsible for oversight that ensures projects are completed in compliance with federal and state laws and regulations and conformance with approved plans and specifications.
6. Full Certification Acceptance status includes the delegation of contract administration, development and design, construction administration, project inspection, and internal program evaluation to the City.
7. Partial Certification Acceptance status excludes the delegation of procurement of an engineering or design-related services consultant from Full Certification Acceptance status activities listed above.
8. The State retains responsibility for disadvantaged business enterprises, equal employment opportunity, on the job training, environmental processes, approval of final certification of right-of-way, proprietary item determinations, and project final acceptance.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. REQUIREMENTS

1. The City will:

- a. Accept the delegated authority for Partial Certification Acceptance status from the State for design, plans, specifications, estimates, contract awards, and inspections of FAHP projects.
- b. Adhere to federal and state laws and regulations, responsibilities and requirements set forth by FHWA, and the *Arizona Department of Transportation Certification Acceptance Manual* (current and as it may be amended in compliance with federal requirements) when developing and delivering FAHP projects with continuous stewardship and oversight.
- c. Perform delegated activities as outlined in the *Arizona Department of Transportation Certification Acceptance Manual* (current and as it may be amended in compliance with federal requirements).
- d. Cooperate with the State in the adoption of processes, procedures, and guidelines for selecting, developing, financing, constructing, and maintaining FAHP projects.
- e. Have a compliant project development and delivery program, accounting controls, and a project inspection and internal program evaluation process in place for FAHP projects.
- f. Ensure that the City's Designated Approval Authority reviews and approves FAHP projects.
- g. Ensure a full-time employee of the City is in responsible charge of FAHP projects or obtain approval from the State before hiring a consultant to act in a management role for the City.
- h. Assign to each FAHP project, a professional engineer registered in the State of Arizona, either on staff as a public employee or a contract employee designated as the City's Engineer.
- i. Have adequate, suitably equipped, and knowledgeable staff to undertake and complete the work satisfactorily on FAHP projects.
- j. Obtain any required State and FHWA reviews, concurrences, and approvals on FAHP projects.
- k. Obtain, keep, and maintain all books, papers, records, files, accounts, reports, bid documents with backup data, including electronic data, and all other materials relating to the FAHP contract and project.

2. This Agreement takes effect on the signature date of the FHWA Arizona Division Administrator, who signs this Agreement last.
3. The terms, conditions, and provisions of this Agreement will remain in full force and effect for three years.
4. If a conflict exists between the terms, conditions, and provisions of this Agreement and any other program- or project-specific agreement between the State and the City, this Agreement will govern and control.
5. Any modification to this Agreement will occur only with the mutual written consent of both Parties.
6. This Agreement may be cancelled at any time upon 30 days written notice to the other Party.
 - a. The State may terminate this Agreement upon the City's request or if in the opinion of the Arizona Department of Transportation Director the City lacks adequate staffing or performance.
 - b. The rescission may be applied to all or part of the program or projects under the Certification Acceptance program.
7. In case of termination of this Agreement for any reason, the City will have a continuing obligation to comply with the terms of this Agreement until all requirements under this Agreement are completed.

IN WITNESS WHEREOF, the Parties, by execution of this Agreement, acknowledge that their signing representatives have read, understand, and agree to be bound by the terms, conditions, and provisions of this Agreement.

DATED this _____ day of _____, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended by:

City Clerk

Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA
Department of Transportation

By _____ Date _____
Dallas Hammit, P.E.
Deputy Director for Transportation/State Engineer

CONCUR:
FEDERAL HIGHWAY ADMINISTRATION
Arizona Division

By _____ Date _____
Karla S. Petty
Division Administrator