

COOPERATIVE AGREEMENT

Between

The Commonwealth of Puerto Rico.

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
PUERTO RICO HIGHWAY AUTHORITY

AND

THE UNIVERSITY OF PUERTO RICO
MAYAGUEZ CAMPUS

for

RESEARCH AND/OR DEVELOPMENT PROJECTS

This AGREEMENT, made and entered into this 1st day of April 1986 by and between the Department of Transportation and Public Works, Puerto Rico Highway Authority (hereinafter referred to as the AUTHORITY), acting by and through the Secretary of Transportation and Public Works, Eng. Dario Hernández Torres (hereinafter referred to as the SECRETARY), the Executive Director of the Puerto Rico Highway Authority, Eng. Germán Landrau Arroyo, (hereinafter referred to as the EXECUTIVE DIRECTOR), parties of the first part, and the University of Puerto Rico, Mayaguez Campus (hereinafter referred to as the UNIVERSITY), acting by and through its Chancellor, Dr. José L. Martínez Picó (hereinafter referred to as the Chancellor), party of the second part, witnesseth that:

WHEREAS, there is a need to stimulate, facilitate and expedite the adoption of new and improved technology relating to the planning, design, construction, maintenance, and operation of highway and transportation facilities, and

WHEREAS, in order to establish the framework under which technical and financial assistance will be provided to the University for the execution of research, development, training and other services aimed at establishing said new and improved technology.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I PURPOSE OF AGREEMENT

The purpose of this AGREEMENT is to state the terms and conditions as to the manner in which the UNIVERSITY will undertake and complete the work described in the various applied research proposals, to be attached hereto in the future. Each proposal shall be identified as an exhibit and made

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part hereof after approval by the parties of the first and second part with concurrence of the Federal Highway Administration (FHWA). Such work (hereinafter referred to as the Project) will be divided into tasks as specified in ARTICLE III of this AGREEMENT.

ARTICLE II - EMPLOYMENT OF THE UNIVERSITY

The UNIVERSITY agrees to assign the Projects to staff members designated in the various proposals. Should the participants, for reasons beyond control, have to abandon the studies referred to herein, the UNIVERSITY shall substitute them with similarly qualified individuals, subject to written approval by the AUTHORITY with concurrence of the Federal Highway Administration (FHWA).

ARTICLE III - SCOPE OF WORK

The UNIVERSITY agrees to undertake and complete the various Projects according to the approved proposals and budgets to be attached hereto and made part hereof and in compliance with the terms and conditions of this AGREEMENT.

ARTICLE IV - CONTRACT PERIOD

The work to be performed by the UNIVERSITY shall start immediately upon the approval of each individual project and the UNIVERSITY shall use its best effort to complete each Project in the shortest possible time, not to exceed a specified period of time for each project. In the event that unforeseen problems develop with the equipment or the personnel, a reasonable time extension may be granted to the UNIVERSITY by the AUTHORITY, upon written request, to compensate for the unavoidable delays.

ARTICLE V - FURNISHMENT OF DATA AND EQUIPMENT

The AUTHORITY agrees to furnish to the UNIVERSITY all available data that is needed for the Projects and to facilitate collection of any additional data that is required. All data will be punctually provided by the AUTHORITY in accordance with the specifications of the principal investigators. In the event of failure on the part of the AUTHORITY to provide the data on time or as specified, the AUTHORITY shall grant the UNIVERSITY a time extension sufficient to compensate for delays.

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The AUTHORITY also agrees to reimburse to the UNIVERSITY on an actual cost basis, the purchase by the UNIVERSITY of non expendable equipment to be used in the projects, provided that said equipment shall be the sole property of the AUTHORITY upon termination of each project.

Should any equipment furnished by the AUTHORITY is not needed for other projects and it is of no use to the AUTHORITY, the UNIVERSITY may acquire it, provided a salvage value is credited to future projects.

ARTICLE VI - SUBCONTRACT APPROVAL

Any subcontract or additional specialized services related to this AGREEMENT must have the written approval of the AUTHORITY.

Any major changes, as defined in FHFM (Federal Highway Program Manual) Chapter One (1), Section One (1) shall also have the written concurrence of the Federal Highway Administration (FHWA).

ARTICLE VII - REPORTS

The UNIVERSITY shall submit to the AUTHORITY designated Project Manager, written reports at the times and in the quantities specified herein. In addition to the written reports, oral communication on the progress of the Project shall be maintained on a monthly basis with the Authority Project Manager, who will be responsible for the administration of the project contract and overall coordination of actions by the Authority.

Interim Reports. The UNIVERSITY shall prepare quarterly reports on the progress of the study. Five (5) copies of each interim report shall be submitted to the AUTHORITY by the 5th. day following the end of the quarter covered by the report, and shall include at least the following information:

1. Brief narrative description of work completed during the quarter by task, including an evaluation of progress as measured by the proposed work program;
2. A Statement of any problems encountered or foreseen;
3. Estimated percent of work completed.
4. Activities planned for the next quarter;
5. Budget expenses for the quarter, total expenses accumulated to date, and balance remaining.

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Draft Final Report. Five (5) copies of a draft final report will be submitted to the AUTHORITY for revision by the fifth (5th) day following the proposed completions date for the Projects. Upon revision of the draft final report, the AUTHORITY shall return to the UNIVERSITY one copy with its written comments and those of FHWA.

Final Report. Five (5) copies of a final report containing the findings and results of the studies will be submitted to the AUTHORITY, not later than one (1) month from the date the AUTHORITY returns the revised draft final report. The final report completed as part of this AGREEMENT shall carry the following notation on the front cover or title page (or in the same block): name of the AUTHORITY, name of the UNIVERSITY, date the document was prepared, and the following credit reference and disclaimer statement:

"This report was prepared under the sponsorship of the Puerto Rico Department of Transportation and Public Works, Puerto Rico Highway Authority, in cooperation with the U.S. Department of Transportation, Federal Highway Administration.

The contents of this report reflect the views of the author (s) who is (are) responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Department of Transportation and Public Works, Puerto Rico Highway Authority or the Federal Highway Administration. This report does not constitute a standard, specification, or regulation."

ARTICLE VIII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The UNIVERSITY shall be fully responsible for the acts and omissions of consultants, subcontractors, agents and any other person either directly or indirectly employed by the UNIVERSITY in connection with the performance of the works under this AGREEMENT. In addition, the UNIVERSITY shall be liable for, and save the AUTHORITY harmless, as a result of any claim and/or damage due to direct intervention of the UNIVERSITY while performing services under this AGREEMENT.

ARTICLE IX - ACCOUNTING RECORDS

1. Establishment and Maintenance of Accounting Records.

The UNIVERSITY shall establish and maintain for the Projects, in accordance with requirements established by the Authority and the U.S. Department of Transportation, separate accounts within its existing accounting system or set up independently, to be known as the Project account.

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2. Documentation of Project Costs. All costs charges to the Project accounts; including any approved services contributed by the UNIVERSITY or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations as approved by the Authority and the U.S. Department of Transportation.
3. Checks, Orders, and Vouchers. Any check or order drawn by the UNIVERSITY with respect to any item which is or will be chargeable against the Project accounts will be drawn only in accordance with a properly signed voucher then on file in the office of UNIVERSITY, stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Projects shall be clearly identified, readily accessible, and to extent feasible, kept separate and apart from all other such documents.

ARTICLE X - AMOUNT, REQUISITIONS AND METHOD OF PAYMENT

The AUTHORITY hereby agrees to pay the UNIVERSITY the just and equitable amount based upon costs incurred to perform the works described in ARTICLE III of this AGREEMENT, according to the approved budgets attached hereto and made part hereof, and in compliance with the terms and conditions of this AGREEMENT. Payments to the UNIVERSITY by the AUTHORITY shall be made upon request by the UNIVERSITY under the following conditions:

1. Requests for payment by the UNIVERSITY shall be made on a quarterly basis.
2. Request vouchers shall be in summary form and the documents supporting such costs incurred by the UNIVERSITY shall be maintained in a secure manner by the UNIVERSITY at its headquarters or at such other place, and shall be readily accessible to the AUTHORITY, the U.S. Comptroller General, and the U.S. Department of Transportation for purpose of auditing project costs and expenditures.

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3. Requests must be supported by narrative progress reports as described in ARTICLE VII of this AGREEMENT.
4. Total progress payments shall at no time exceed the percentage of the total work completed.

ARTICLE XI - TERMINATION OF CONTRACT

If through any cause, the UNIVERSITY shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if the UNIVERSITY shall violate any of the covenants, components or stipulations of this AGREEMENT, the AUTHORITY shall have the right to terminate this AGREEMENT by giving written notice to the UNIVERSITY of such termination, which shall not be sooner than thirty (30) days from the date of the written notice. In that event, all finished documents, data, studies, surveys, drawing, maps, models, photographs, and reports prepared by the UNIVERSITY shall, at the option of the AUTHORITY, become the property of the AUTHORITY and in this case the UNIVERSITY shall be entitled to receive just and equitable reimbursement of costs for any work completed on such documents and other materials upon presentation of invoices and evidence of expenses.

Likewise, should the AUTHORITY fail to fulfill its obligation under this AGREEMENT, the UNIVERSITY shall have the same rights and give the AUTHORITY a thirty (30) days notice of termination.

ARTICLE XII - COMPLIANCE WITH FHWA'S REQUIREMENTS

In the execution of the work to be accomplished under this AGREEMENT, the UNIVERSITY agrees to comply with FHPM (Federal Highway Program Manual) requirements of FHWA.

Notwithstanding the above, the UNIVERSITY further agrees that any matter between the UNIVERSITY and FHWA concerning this AGREEMENT shall be processed through the AUTHORITY.

ARTICLE XIII - COMPLIANCE WITH CIVIL RIGHTS ACTS

The UNIVERSITY shall comply with Title VIII of the Civil Rights Act of 1968 (42-USC 3601); and Title VI of the Civil Rights Act of 1964 (42-USC 200 d) and regulations and requirements issued by the U.S. Department of Transportation, pursuant thereto (Title 49, Subtitle A. Part 21).

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ARTICLE XIV -- UNITED STATES REQUIRED CLAUSE

1. Retention of Records. All documents and records pertaining in whole or in part to the Projects and relating to the performance of the UNIVERSITY under this AGREEMENT shall be retained and properly maintained by the UNIVERSITY for a period of three (3) years after submission of the final voucher for the Projects and receipt of the final payment.
2. AUDIT AND INSPECTION OF RECORDS. The UNIVERSITY shall permit the authorized representatives of the AUTHORITY; the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data records of the UNIVERSITY relating to its performance under this AGREEMENT.
3. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this AGREEMENT, the UNIVERSITY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The UNIVERSITY shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.
4. INTEREST OF MEMBERS OF CONGRESS. No members of or delegate to the congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.
5. INTEREST OF PUBLIC OFFICIALS. No member, officer, or employee of the AUTHORITY and the UNIVERSITY or of a local public body during his tenure of for one year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

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6. PATENT RIGHTS. Any patentable results arising out of this AGREEMENT, as well as all information, designs, specifications, know how, data and findings shall be made available to the Federal Government for public use, unless the U.S. Department of Transportation in a specific case, where it is legally permissible to do so, shall determine that it is in the public interest that it not be so made available.

In this case, where Federal Funds are used to assist in the research, development or demonstration of new projects or processes and whenever any invention, improvement or discovery is made or conceived in the course of a Federally funded project, the UNIVERSITY will furnish written notice and complete information. The disposition of such invention, improvement or discovery, including title to and rights under any patent application or patent that may result will be determined by the AUTHORITY in accordance with Federal Acquisition Regulations.

7. COST OF LIVING CLAUSE. The UNIVERSITY agrees to comply with applicable regulations and standards of the Cost of Living Council in establishing wages and prices. Submission of a bid or offer or the submittal of an invoice or voucher for property, goods or services furnished under this AGREEMENT shall constitute a certification that amounts to be paid do not exceed maximum allowable levels authorized by the Cost of Living Council regulations or standards.

8. MINORITY BUSINESS ENTERPRISES. In connection with performance of this AGREEMENT, the UNIVERSITY will cooperate with the State in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises will have the maximum practicable opportunity to compete for subcontract work under this AGREEMENT.

IN WITNESS WHEREOF, the AUTHORITY and the UNIVERSITY have caused this AGREEMENT to be executed on the day and year first written above.

BY: UNIVERSITY OF PUERTO RICO
MAYAGUEZ CAMPUS

BY: PUERTO RICO HIGHWAY AUTHORITY

Qui A. Mastura, P. de
Chancellor

Yusman Sanchez Arroyo
Executive Director

BY: DEPARTMENT OF TRANSPORTATION AND
PUBLIC WORKS

[Signature]
Secretary