

ESTADO LIBRE ASOCIADO DE PUERTO RICO  
MUNICIPIO AUTÓNOMO DE HUMACAO  
LEGISLATURA MUNICIPAL  
HUMACAO, PUERTO RICO

CERTIFICACIÓN

Yo, RAFAEL PEÑA ORTIZ, SECRETARIO de la Legislatura Municipal de Humacao, Puerto Rico, por la presente **CERTIFICO**:

Que la que se acompaña es copia fiel y exacta de la **Resolución Núm. 44, Serie 2007-08**, la cual fue aprobada por la Legislatura Municipal de Humacao, Puerto Rico, en Sesión Ordinaria celebrada los días 7 y 8 de mayo de 2008.

VOTACIÓN

**VOTOS AFIRMATIVOS:**

1. Sr. Julio C. Burgos Gutiérrez
2. Sra. Olga del Moral Sánchez
3. Sr. Saúl González Gerena
4. Sr. José M. Hernández Hernández
5. Sr. Efraín Meléndez Arroyo
6. Sr. Francisco Díaz Jaime
7. Sra. Grace Napolitano Matta
8. Sr. Ángel G. Rodríguez Medina
9. Sr. Miguel Rodríguez Vega
10. Sr. Wilfredo Rosa Santory
11. Sr. Willie A. Rosario Arroyo
12. Sr. José Á. González Hernández
13. Sr. Daniel Santiago Rojas
14. Sr. Víctor M. Velázquez Casillas
15. Sr. Luis E. "Gardy" Fontáñez- Presidente

**EN CONTRA:**

Ninguno

**AUSENTES:**

Ninguno

**ABSTENIDO:**

Ninguno

**CERTIFICO CORRECTO:**



RAFAEL PEÑA ORTIZ  
SECRETARIO

*Sello Oficial*

mhb

**ESTADO LIBRE ASOCIADO DE PUERTO RICO  
MUNICIPIO AUTÓNOMO DE HUMACAO  
LEGISLATURA MUNICIPAL  
HUMACAO, PUERTO RICO**

Proyecto Núm. 50  
Resolución Núm. 44

Serie 2007-2008

Presentado por: Administración.

**“PARA AUTORIZAR AL ALCALDE A SUSCRIBIR UN ACUERDO CON LA AUTORIDAD DE CARRETERAS Y TRANSPORTACIÓN DEL ESTADO LIBRE ASOCIADO DE PUERTO RICO, CON EL PROPÓSITO DE REALIZAR UN ESTUDIO DE TRÁNSITO Y TRANSPORTACIÓN EN EL MUNICIPIO DE HUMACAO, E IDENTIFICADO CON EL NÚMERO 27-02, PR-80-0002; Y PARA OTROS FINES.”**

**POR CUANTO:** El Artículo 2.001, inciso (o), de la Ley Número 81 del 30 de agosto de 1991, según enmendada, en adelante Ley 81, establece que entre los poderes inherentes a los municipios está el ejercer el Poder Legislativo y el Poder Ejecutivo en todo asunto de naturaleza municipal que redunde en el bienestar de la comunidad y en su desarrollo económico, social y cultural, en la protección de la salud y seguridad de las personas, que fomente el civismo y la solidaridad de las comunidades y en el desarrollo de obras y actividades de interés colectivo, con sujeción a las leyes aplicables.

**POR CUANTO:** En su primer párrafo el Artículo 14.002 de la Ley 81 establece que: “El Municipio podrá contratar con cualquier agencia del Gobierno Central o del Gobierno Federal para realizar por su propia administración o mediante contrato cualquier estudio, trabajo, obras o mejoras públicas de cualquier agencia pública del Gobierno Central o del Gobierno Federal o para que las agencias del Gobierno Central o del Gobierno Municipal desarrollen o lleven a cabo para el municipio cualquier estudio, trabajo, obra o mejora pública municipal.”

**POR CUANTO:** En su tercer párrafo dicho artículo dispone: todo contrato que se otorgue de acuerdo con el mismo deberá ser aprobado por la Legislatura Municipal.

**POR CUANTO:** Es política pública reiterada del Estado Libre Asociado de Puerto Rico el desarrollar la coordinación más efectiva entre las agencias

y los municipios para adelantar proyectos de envergadura para la ciudadanía. Por otro lado, la Administración Municipal de Humacao le interesa participar efectiva y activamente en la planificación y el desarrollo de proyectos, tanto estructurales como de infraestructura para propiciar el mayor progreso económico y social.

**POR CUANTO:** La Administración Federal de Transportación Colectiva (FTA por sus siglas en inglés), le aprobó a la Autoridad de Carreteras y Transportación del Estado Libre Asociado de Puerto Rico los fondos necesarios para financiar la tarea 27-02. Esta tarea consiste de un estudio comprensivo sobre tránsito y transportación en el Municipio de Humacao.

**POR CUANTO:** Este trabajo se realizará interagencialmente entre la Autoridad de Carreteras y Transportación del Estado Libre Asociado de Puerto Rico y el Municipio de Humacao, quien deberá aportar el 20% del costo del estudio, equivalente a \$11,500.00. El costo total del estudio se estima en \$57,500.00...

**POR CUANTO:** El Municipio de Humacao cuenta en sus arcas con los fondos necesarios a propósito de su aportación para el estudio y la realización del trabajo en cuestión.

**POR CUANTO:** En lo pertinente al desembolso de fondos públicos el Artículo 8.004 de la Ley 81 dispone en su primer párrafo: "Las obligaciones y desembolsos de fondos públicos municipales sólo podrán hacerse para obligar o pagar servicios, suministros de materiales... o cualesquiera otros conceptos autorizados por Ley, ordenanza o resolución aprobada al efecto...".

**POR TANTO:** **RESUÉLVESE POR LA LEGISLATURA MUNICIPAL DE HUMACAO, PUERTO RICO:**

**SECCIÓN 1:** Se autoriza al Alcalde a suscribir un acuerdo con la Autoridad de Carreteras y Transportación del Estado Libre Asociado de Puerto Rico, con el propósito de realizar un estudio comprensivo de

tránsito y transportación en el Municipio de Humacao, trabajo coordinado e identificado con el número 27-02, PR-80-0002.

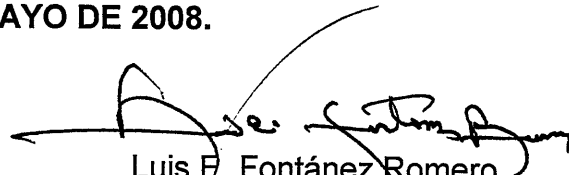
**SECCIÓN 2:** El Municipio de Humacao aportará el 20% del costo de estudio, equivalente a \$11,500.00.

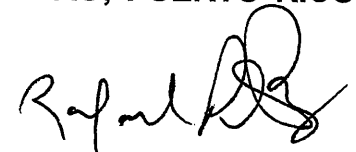
**SECCIÓN 3:** El Secretario Municipal dará estricto cumplimiento a lo dispuesto por la Ley Núm. 18 del 30 de octubre de 1975, enmendada.

**SECCIÓN 4:** Esta Resolución entrará en vigor una vez sea firmada por el Alcalde.

**SECCIÓN 5:** Copia Certificada de esta Resolución será enviada a la Administradora Municipal, Secretaría Municipal, Oficina de Finanzas Municipales, Oficina de Planificación, Oficina de Permisos y a la Autoridad de Carreteras y Transportación.

**APROBADA POR LA LEGISLATURA MUNICIPAL DE HUMACAO, PUERTO RICO EL 8 DE MAYO DE 2008.**

  
Luis E. Fontáñez Romero  
Presidente

  
Rafael Peña Ortiz  
Secretario

**PRESENTADA ESTA RESOLUCIÓN A MI CONSIDERACIÓN, EL 9 DE MAYO DE 2008 Y FIRMADA POR MÍ, EL 9 DE MAYO DE 2008.**

  
Marcelo Trujillo Panisse  
Alcalde

ESTADO LIBRE ASOCIADO DE PUERTO RICO



**AUTORIDAD DE CARRETERAS Y TRANSPORTACION**

MUN. HUMACAO  
Depto. de Planificación

Fecha: Enero 9/08 3:55 pm

Recibido por: M. Díaz # 5

26 de diciembre de 2007

Hon. Marcelo Trujillo Panisse  
Alcalde  
Municipio de Humacao  
PO Box 178  
Humacao, Puerto Rico 00792-0178

Estimado señor Alcalde:

**Atención: Plan. Ángel M. Díaz Vázquez – Director, Departamento de Planificación**

**RE: PR-80-0002, Tarea 27-02, “Comprehensive Transportation Study for the Municipality of Humacao”**

Nos place informarle que la Administración Federal de Transportación Colectiva (FTA, por sus siglas en inglés) le aprobó a la Autoridad de Carreteras y Transportación (ACT) los fondos para financiar la tarea en referencia.

Con el propósito de formalizar los términos y condiciones que regulan estos fondos, según la reglamentación federal vigente, se incluye el original del Acuerdo Interagencial (AI) correspondiente y de la Certificación de Otorgamiento de Contrato, Escritura o Documento Relacionado de la Oficina del Contralor (Modelo OC-08-08).

Agradecemos que, de estar conforme con el contrato adjunto, escriba sus iniciales en el lado izquierdo en todas las páginas (incluyendo los “Exhibits”), firme usted y un testigo en la última de éstas y en el Modelo OC-08-08.

Además, se incluyen las Certificaciones que son requisitos para participar de los Programas de FTA y el “Master Agreement”, el cual constituye la Parte II de este AI. Una vez firmado todos los documentos, deberán ser devueltos a esta Oficina en o antes de quince (15) días a partir de la fecha de esta carta, para el trámite correspondiente.

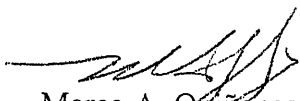
El pasado lunes 17 de diciembre celebramos en nuestra Oficina una reunión con el propósito de orientar al personal del Municipio sobre los términos y condiciones incluidos en este AI y del proceso a seguir en el desarrollo de este estudio.

Hon. Marcelo Trujillo Panisse, Alcalde  
Municipio de Humacao  
Página -2-

Personal del Departamento de Planificación de su Municipio se comunicó con nosotros para excusarse por no poder asistir a esta reunión. Por tal razón le estamos enviando los documentos discutidos y entregados en dicha reunión.

De necesitar información adicional sobre este asunto, puede usted o la persona que designe comunicarse con la Sra. Marta Bernier, Directora de la Oficina de Coordinación Federal, al (787) 721-8787, extensión 1600.

Cordialmente,



Marco A. Quiñones Oquendo  
Secretario Auxiliar para Planificación

Anejos

MAQ/MBM/ym

AGREEMENT  
BETWEEN  
THE COMMONWEALTH OF PUERTO RICO  
PUERTO RICO HIGHWAY AND TRANSPORTATION AUTHORITY  
AND THE  
MUNICIPALITY OF HUMACAO  
FOR THE  
PERFORMANCE OF TASK NO. 27-02, PR-80-0002  
OF THE 2007 – 2008  
UNIFIED PLANNING WORK PROGRAM  
(PART I)

COMMONWEALTH OF PUERTO RICO  
 PUERTO RICO HIGHWAY AND TRANSPORTATION AUTHORITY

INTERMUNICIPALITY AGREEMENT  
 FOR THE  
 PERFORMANCE OF TASK NO. 27-02  
 OF THE 2007 – 2008  
 FEDERAL TRANSIT ADMINISTRATION

This AGREEMENT, made and entered this        day of        ,        by  
 and between the Puerto Rico Highway and Transportation Authority, (hereinafter  
 referred to as PRHTA), whose employer's Social Security account number is  
 660-43-3808, represented by its Executive Director **Eng. Luis M. Trinidad  
 Garay**, of legal age, married and resident of San Juan, Puerto Rico, and the  
 Secretary of the Department of Transportation and Public Works (hereinafter  
 referred to as DTPW), **Honorable Carlos J. González Miranda, Ph.D./** of legal  
 age, married and resident of San Juan, Puerto Rico, acting under Public Law  
 Number 74 of the 23<sup>rd</sup> of June of 1965, as amended and Reorganization Plan  
 Number 6 of 1971, and the Municipality of Humacao (hereinafter referred to as  
 the MUNICIPALITY) whose employer's Social Security account number is 660-  
 43-3515, represented by its Mayor, **Honorable Marcelo Trujillo Panisse** of  
 legal age, married and resident of Humacao, Puerto Rico, acting under Public  
 Law Number 81 of the 30<sup>th</sup> of August of 1991, as amended.

**WHEREAS**, by letter dated December 27, 1973 to the United States  
 Department of Transportation (USDOT), the Hon. Governor of Puerto Rico  
 designated the DEPARTMENT as the Metropolitan Planning Organization (MPO)  
 for the metropolitan areas in Puerto Rico; and,

**WHEREAS**, the Honorable Governor by letter dated August 10, 1992  
 designated the PRHTA as the official recipient of the available Federal funds  
 authorized by 49 U.S.C. §§ 5301 *et. seq.*, Title 23, U.S.C. (Highways), the National  
 Capital Transportation Act of 1969, as amended, the Safe, Accountable, Flexible,  
 and Efficient Transportation Equity Act – A Legacy for Users (SAFETY-LU), 23 U.S.C. §  
 101 note, or other Federal enabling legislation,



**WHEREAS,** the PRHTA and the USDOT have entered into a contract as of, August 1, 2007 pursuant to which the PRHTA agreed to undertake a Mass Transportation Technical Study under Project PR-80-0002 and the USDOT, acting through its Federal Transit Administration (FTA), agreed to provide financial assistance in the form of a transportation planning grant, for various urban transportation planning related activities;

**WHEREAS,** the MUNICIPALITY desires to be included as a participant under the grant in order to carry out a transportation planning study; and

**WHEREAS,** the DTPW/PRHTA and the MUNICIPALITY, recognizing the obligations and responsibilities assumed under the terms of the aforementioned grant, desire to state the terms and conditions and their mutual understandings and agreements under which the MUNICIPALITY will undertake and complete its portion of the technical study project;

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

ARTICLE 1. Purpose of the Agreement

The purpose of this AGREEMENT is to state the terms and conditions as to the manner in which the MUNICIPALITY will undertake and complete the activities set forth in **Task Number 27-02**, as described in the 2007 –2008 Unified Planning Work Program (UPWP).

ARTICLE 2. Accomplishments of the Projects

- (a) **General Requirements** - The MUNICIPALITY agrees to commence, carry out and complete the work regarding **Task Number 27-02, “Comprehensive Transportation Study for the Municipality of Humacao”** - for which Federal funds were approved as part of **Project PR-80-0002** (hereinafter referred to as the Project). The task's general objectives, scope and budget are described on Exhibit A, attached hereto

and made part hereof.

- (b) **Pursuant to Federal, Commonwealth and Local Law-** In performance of its obligations pursuant to this AGREEMENT, the MUNICIPALITY shall comply with all applicable provisions of Federal, Commonwealth, and Local Laws. All limits or standards set forth in this AGREEMENT to be observed in the performance of the Task are minimum requirements, and shall not affect the application of more restrictive Commonwealth or local standards for the performance of the Task, provided, however, that in its procurement actions pursuant to the Task, the MUNICIPALITY shall not give any preference to or discriminate against goods and services produced or manufactured in any country, state, or other geographical area except as otherwise provided. The MUNICIPALITY further agrees that no Federal funds shall be used for the payment of ordinary governmental or nonproject operating expenses.
- (c) **Funds of the MUNICIPALITY** - The MUNICIPALITY shall initiate and follow through to completion all proceeding necessary to enable the MUNICIPALITY to provide its share of the Task costs at, or prior to, the time that such funds are needed.
- (d) **Submission of Reports, Contract, and other Documents** - The MUNICIPALITY shall submit to the DTPW/PRHTA such data, reports, records, contracts and other documents relating to the Task as the DTPW/PRHTA may require. The MUNICIPALITY shall retain intact, for at least six (6) years following Project close-out, all Task documents, financial records, and supporting documents.

- (i) Quarterly Progress Reports on the Task activities are to be submitted by **March 31, June 30, September 30, and December 31**, describing the activities undertaken during the three (3) months period preceding it. The reports shall be submitted to the DTPW/PRHTA within **five (5) days** after the dates mentioned above and shall be submitted on the "Progress Report Form", attached hereto as Exhibit B. **Failure to submit quarterly reports on a timely basis shall constitute a breach of this AGREEMENT. Accordingly the DTPW/PRHTA may pursue such action as it deems necessary in accordance with Article 7 of this AGREEMENT.**
- (ii) Periodic Progress reports submitted to the MUNICIPALITY by third party consultants or sub-consultants shall be timely submitted to the DTPW/PRHTA for its review and comments.
- (iii) Upon submission to the DTPW/PRHTA of the draft final report of the Task, the MUNICIPALITY shall include with said report a certification of review and compliance of said report with the task's scope as described in Exhibit A of this Agreement.
- (e) **Changed Conditions Affecting Performance** - The MUNICIPALITY shall immediately notify the DTPW/PRHTA of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Task in accordance with the provisions of this AGREEMENT.

(i) The MUNICIPALITY shall inform the DTPW/PRHTA of any change in scope prior to effectuating such amendment. The DTPW/PRHTA will study such change before approving an amendment to this agreement.

(f) **No Department Obligations to Third Parties** – The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE 3. **Program Fraud and False or Fraudulent Statements** –

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and DOT regulations, “Program Fraud Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being

performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

ARTICLE 4. **The Project Budget** - A Project Budget shall be prepared and maintained by the MUNICIPALITY. The MUNICIPALITY shall carry out the Task and shall incur obligations against and make disbursement of Task funds only in accordance with the latest approved budget for the Task. The MUNICIPALITY shall inform the DTPW/PRHTA of any foreseeable Task Budget amendments prior to effectuating such amendments in the budget.

ARTICLE 5. **Accounting Records**

- (a) **Project Accounts** - The MUNICIPALITY shall establish and maintain a separate set of accounts, or, within the framework of an established accounting system, establish such accounts as may be needed for the Task, in accordance with Office of Management and Budget (OMB) Circular A-102, as amended.
- (b) **Allowable Costs** - Expenditures made by the MUNICIPALITY shall be reimburse as allowable costs to the extent they meet all of the minimum requirements set forth below. These expenses must:
- (1) be made in conformance with the Task description and the Task Budget and all other provisions of this AGREEMENT;
  - (2) be necessary in order to accomplish the Task;

- (3) be in conformance with the standards for eligibility of costs set forth in the Office of Management and Budget Circular (OMB) A-87 and with any guidelines and regulations issued pursuant thereto by FTA;
  - (4) be reasonable in amount for the goods or services purchased;
  - (5) be actual net costs to the MUNICIPALITY (i.e., the price paid minus any refunds, rebates, or other items of value received by the MUNICIPALITY that have the effect of reducing the costs actually incurred);
  - (6) be incurred (and be for work performed) after the date of this AGREEMENT, unless specific authorization from DTPW/PRHTA or FTA to the contrary is received;
  - (7) be satisfactorily documented; and
  - (8) be treated uniformly and consistently under accounting principles and procedures approved or prescribed by FTA for the DTPW/PRHTA, and those approved or prescribed by the MUNICIPALITY for its contractors.
- (c) **Documentation of Project Costs** - All costs charged to the Task, including any approved services contributed by the MUNICIPALITY or others, shall be supported by propriety executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Copies of checks and vouchers issued to third parties must be submitted as documentation of payments made.
- (d) **Checks, Orders and Vouchers** - Any check or order

drawn by the MUNICIPALITY with respect to any item that is or will be chargeable against the Task account will be drawn only in accordance with a properly signed voucher then on file in the office of the MUNICIPALITY 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 Task shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

- (e) **Audit and Inspection** - The MUNICIPALITY shall permit, and shall require its contractors to permit the DTPW/PRHTA, the USDOT Secretary and/or the Comptroller General of the United States, the Puerto Rico Comptroller General, or any of their duly authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the MUNICIPALITY and its contractors with regard to the Task. The MUNICIPALITY is responsible for auditing third party contracts and agreements Task. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and generally accepted accounting principles and/or in accordance with the Single Audit Act and the OMB Circular A-128, as applicable. **The MUNICIPALITY is required to furnish a copy of the final audit report or final Single Audit report to the DTPW/PRHTA and to FTA as soon as it is**

completed. FTA also may require the MUNICIPALITY to furnish audit reports at any time prior to the close-out of the Task.

ARTICLE 6. **Executory Clause** - The DTPW/PRHTA and the MUNICIPALITY agree that:

- (a) This AGREEMENT shall be deemed executory only to the extent of forty six thousand (\$46,000) dollars, the amount of Federal funds made available by FTA for the Task 27-02 under Project number PR-80-0002 (the 80% of the total cost).
- (b) The MUNICIPALITY is responsible for the 20% of the total cost of the Task, eleven thousand - five hundred (\$11,500) dollars.
- (c) The total cost of the task is fifty seven thousand - five hundred (\$57,500) dollars.

ARTICLE 7. **Requisition and Payments**

- (a) **Request for Payment by the MUNICIPALITY** - The MUNICIPALITY may request payment of the Federal share of allowable costs, and the DTPW/PRHTA will honor such request in the manner set forth in this section. In order to receive Federal assistance payments, the MUNICIPALITY must:
  - (1) complete and submit to the DTPW/PRHTA the "*Petición de Reembolso Fondos Federales por Concepto de Costos Elegibles en Proyecto de Aportación de FTA*" form and a Municipal Invoice "*Factura*". Attached as Exhibit C is a copy of the Petition form and Exhibit D an example of an Invoice. If applicable the MUNICIPALITY must also submit a certified



copy of the Consultant's invoice(s), checks paid by the MUNICIPALITY to the Consultant and the Consultant's "*Certificado de Relevó de Retención en el Origen sobre Pago por Servicios Prestados por Corporaciones, Sociedades o Individuos (SC 2615)*" as issued by the Treasury Department.

- (2) submit to the DTPW/PRHTA an explanation of the purposes for which costs have been incurred to date including documentation required by Article 5, part (C);
  - (3) have submitted to the DTPW/PRHTA all Quarterly Progress Reports required to date under Article 2, part (d) of this AGREEMENT;
  - (4) identify the line item(s) in the approved budget of this Task from which the payment is to be derived.
- (b) **Payment by the DTPW/PRHTA** - Upon receipt of the requisition and the accompanying information in satisfactory form, demonstrating that the MUNICIPALITY is complying with its obligations pursuant to this AGREEMENT, in accordance with Federal funds requested during the requisition period, and is making adequate progress toward the timely completion of the Task, the DTPW/PRHTA shall request the corresponding reimbursement from FTA. After receipt of the funds, the DTPW/PRHTA will reimburse apparent allowable costs incurred by the MUNICIPALITY up to the maximum amount of the Federal assistance payable through the fiscal year in which the requisition is submitted as stated in the Task Budget. However, reimbursement of any cost pursuant to this section shall not constitute a final determination by the

DTPW/PRHTA of the eligibility of such cost and shall not constitute a waiver of any violation of the terms of this AGREEMENT which may have been committed by the MUNICIPALITY. The DTPW/PRHTA will make a final determination as to allowable costs only after final audit of the Task has been conducted. In the event that the DTPW/PRHTA determines that the MUNICIPALITY is not currently eligible to receive any or all of Federal funds requested, it shall promptly notify the MUNICIPALITY stating the reasons for such determination.

(c) **Disallowed costs** - In determining the amount of the Federal assistance, the DTPW/PRHTA will exclude:

- (1) all Task costs incurred by the MUNICIPALITY prior to the date of this AGREEMENT, or prior to the date of the approved budget for the Task, whichever is earlier, unless an authorized representative of FTA or DTPW/PRHTA advises in writing to the contrary;
- (2) any costs incurred by the MUNICIPALITY which are not provided for in the latest approved budget for the Task; and
- (3) any costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the DTPW/PRHTA.

ARTICLE 8. **Right of the Authority to Terminate** - Upon written notice to the MUNICIPALITY, the DTPW/PRHTA reserves the right to suspend or terminate all or part of the financial assistance provided herein if the MUNICIPALITY is, or has been, in violation of the terms of this AGREEMENT including the Master Agreement, or the DTPW/PRHTA determines that the purposes of the FTA Act would not be adequately served by

continuation of Federal financial assistance for the Task. **Any failure to make progress on the Task, or other violation of the AGREEMENT which significantly endangers substantial performance of the Task within a reasonable time, shall be deemed to be a violation of the terms of this AGREEMENT.** Termination of any part of the financial assistance will not invalidate obligations properly incurred by the MUNICIPALITY and concurred in by the DTPW/PRHTA prior to the date of termination, to the extent they are noncancellable. The closing out of Federal financial participation in the Task shall not constitute a waiver of any claim which the DTPW/PRHTA may otherwise have arising out of this AGREEMENT.

ARTICLE 9. **Project Completion, Settlement and Close Out** - The MUNICIPALITY shall use its best efforts to complete the work within two (2) years from the effective date of this AGREEMENT. After the first one (1) year, the MUNICIPALITY should have completed at least 50% of the task. If it chooses to contract for professional services to carry out this study, by the end of the first one (1) year a Third Party Contract shall be formalized, according to Article 11 (f) (a) of this Agreement, and by the end of the next twelve (12) months two (2) hard copies of the Final Report and one (1) digital copy shall be sent to the DTPW/PRHTA. However, in the event there is any delay in the accomplishment of the Task, the MUNICIPALITY may request an extension of time with the corresponding justification. In that event, the DTPW/PRHTA may require that the terms of the extension be incorporated into a written amendment to this Agreement. If the MUNICIPALITY fails to comply with the time schedule as described in this Article the DTPW/PRHTA may consider

closing out this Task.

(b) Upon successful completion of the Task or upon termination by the DTPW/PRHTA, the MUNICIPALITY shall, within 90 days of the completion date of the Task, submit a certification or summary of Task expenses, and third party audit reports, when available. Upon receipt of this information the DTPW/PRHTA, or an authority designated by the DTPW/PRHTA, will perform a final review of the Tasks to determine the allowability of costs incurred. If the DTPW/PRHTA has made payments to the MUNICIPALITY in excess of the total approved amount, the MUNICIPALITY shall promptly remit such excess to the DTPW/PRHTA. Close-out shall not invalidate any continuing obligations imposed on the MUNICIPALITY by the AGREEMENT.

**ARTICLE 10. FTA Master Agreement and Annual List of Certifications -**

- 1) USDOT/FTA Master Agreement – Upon execution of this Agreement the MUNICIPALITY acknowledges the US DOT/FTA Master Agreement covering the project described before under Article 2 and enters into this agreement with DTPW/PRHTA, and agrees to abide by all applicable clauses of the USDOT/FTA Master Agreement, made part of this Agreement as Part II of this Agreement and included in a floppy disk.
- 2) Annual List of Certifications and Assurances – Once each year, the MUNICIPALITY must provide all Certifications and Assurances that can be expected to apply to any grant recipient and/or subrecipient within the Fiscal Year.
- 3) The MUNICIPALITY acknowledges that Federal requirement may change and the changed requirements will apply to the task as required unless

the Federal Government determines otherwise. The MUNICIPALITY agrees to notify all subcontractors, if any, of these conditions.

Non-compliance with any of these applicable provisions of the USDOT/FTA Master Agreement and FTA Annual Certifications and Assurances, shall be cause for termination of this Agreement. All provisions applicable to subcontractors shall be incorporated to any MUNICIPALITY subcontracted.

**ARTICLE 11. Federally Required Clauses and Labor Provisions**

- (a) Equal Employment Opportunity - Equal Employment Opportunity (EEO)** – The MUNICIPALITY agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to comply with any applicable Federal EEO directives that may be issued.
- (b) Disadvantage Business Enterprise (DBE)** – To the extent authorized by Federal Law, the MUNICIPALITY agrees to facilitate participation by DBEs in the Project and assures that each third party contractor at any tier of the Project and each subrecipient at any tier of the Project will facilitate participation by DBEs in the project to the extent applicable.
- (c) Title VI of the Civil Rights Act (Nondiscrimination)**– The MUNICIPALITY agrees to comply, and assures the compliance of each third party contractor at any tier and

each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally – Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to comply with any applicable implementing Federal directives that may be issued.

- (d) **American with Disabilities Act of 1990 as amended (ADA)** – The MUNICIPALITY agrees to comply with 49 U.S.C. § 5301 (d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly and individuals and individuals with disabilities.
- (e) **Energy Conservation** – The MUNICIPALITY agrees to comply with any mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.* except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the MUNICIPALITY agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as

provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

**(f) Procurement**

**(a) Third Party Contract - In accordance with the provisions of FTA Circulars 4220.1D and 8100.1B and the policy of the DTPW/PRHTA, the MUNICIPALITY shall follow proper procedures to ensure that third party contracts for the procurement of professional services, supplies, equipment, construction and other services required to execute the activities under the task are obtained in free and open competition, that prices are fair and reasonable, and that all contracts are in compliance with and contain the required provisions of applicable federal, Commonwealth and local laws. This shall include affording optimum procurement opportunities to disadvantaged business enterprises. In order to ensure compliance with this provision, the MUNICIPALITY shall be responsible for submitting to the DTPW/PRHTA the following documents:**

- 1. Prior to the publication of the public announcement for the goods or services to be acquired under Third Party Contracts, a draft of this announcement should be send to the DTPW/PRHTA. After revision by the DTPW/PRHTA, the public announcements should be publicly**

advertised.

2. Notification of results of RFP or competitive bid procedure Prior to award of any Third Party Contract which utilizes study funds.
3. Copy of Third Party Contract once executed.

ARTICLE 12. Identification of Documents - All reports, maps, and other documents 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 DTPW/PRHTA, name of the MUNICIPALITY, date the documents were prepared, and the following statement:

***"The preparation of this report has been financed in part through a grant from the U. S. Department of Transportation, under the Federal Transit Act as codified in 49USC 5301, et.seq., and related laws".***

ARTICLE 13. Patents 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 DTPW/PRHTA and to the Federal Government for public use, unless the U.S. DOT 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.

ARTICLE 14. Language - All reports prepared for submission to the DTPW/PRHTA and/or FTA shall be prepared in English.

ARTICLE 15. Changes - Any proposed change in this Agreement shall be submitted to the DTPW/PRHTA for its prior approval, and the DTPW/PRHTA will make the change by an Amendment to the Agreement, if accepted.



ARTICLE 16. Severability – The invalidity of any Article, Section, Subsection, Clause or provision of this Agreement shall not affect the validity of the remaining Articles, Sections, Subsections, Clauses or provisions hereof.

The MUNICIPALITY shall insert all of the foregoing provisions modified as needed to reflect the particular contractual relationship in all of its contracts related to the development of the Task.

**IN WITNESS WHEREOF**, the DTPW/PRHTA and the MUNICIPALITY have caused this AGREEMENT to be executed on the day and the year first above written.

ATTEST:

Department of Transportation and Public Works and Puerto Rico Highway and Transportation Authority

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\_\_\_\_\_  
Carlos J. González Miranda, Ph.D.  
Secretary

\_\_\_\_\_  
Eng. Luis M. Trinidad Garay  
Executive Director

ATTEST:

Municipality of Humacao

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Marcelo Trujillo Panisse  
Mayor