

BASIC AGREEMENT
BETWEEN
RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY
AND
THE STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

THIS BASIC AGREEMENT, made this day of , Two Thousand and Twenty, between Rutgers, The State University of New Jersey, hereinafter called the 'UNIVERSITY', and the State of New Jersey, acting through the New Jersey Department of Transportation, hereinafter called "NJDOT", represented by the Commissioner, Department of Transportation, witnesseth that:

WHEREAS, NJDOT has determined that the tasks or services called for hereunder will be advantageous to NJDOT and that the existing resources of NJDOT are not available to perform such services; and

WHEREAS, NJDOT is permitted to enter into this Basic Agreement in accordance with the provisions of N.J.S.A. 27:7-21, N.J.S.A. 52:34-8 through 11, and New Jersey Department of Treasury Circular Letter 78-7A; and

WHEREAS, the UNIVERSITY intends to submit proposals to perform specific tasks and provide specific services which may be deemed fair and equitable by NJDOT; and

WHEREAS, the UNIVERSITY is qualified to perform tasks and provide the services in said proposals;

NOW, THEREFORE, in consideration of the covenants contained herein and pursuant to all local, state, and federal laws and ordinances, the UNIVERSITY and NJDOT agree as follows:

I. GENERAL PROVISIONS

- A. The attached “General Provisions for Basic Agreement No. 2020R004 Between Rutgers, The State University of New Jersey and the State of New Jersey, Department of Transportation”, (hereinafter referred to as “General Provisions”), are made a part of this Basic Agreement.

B. The UNIVERSITY agrees to furnish the necessary personnel, facilities, and services to such projects as may be set forth herein in accordance with the General Provisions.

C. The clauses and General Provisions hereinafter set forth have been agreed upon by the UNIVERSITY and NJDOT and will be applicable to all negotiated Task Orders executed on or after the date of this Basic Agreement and prior to the termination date of this Basic Agreement. It is further agreed that this Basic Agreement shall be incorporated by reference in each Task Order executed by the UNIVERSITY and NJDOT, and that together, this Basic Agreement and each negotiated Task Order shall constitute an Agreement to perform such work.

D. All correspondence with respect to this Basic Agreement shall be directed to the Vice President for Research and Graduate Professional Education at the UNIVERSITY and to the Assistant Commissioner for Planning, and Development at NJDOT.

II. TASK ORDERS

A. Task Orders, based upon NJDOT initiative, shall be issued in writing by NJDOT and signed by the duly authorized representatives of the UNIVERSITY and NJDOT. Each Task Order shall contain the following information:

1. Task Order Number.
2. Title of Task Order.
3. Description of the Project with complete Statement of Work attached (a copy of the Request for Proposal of NJDOT and the Proposal from the UNIVERSITY shall ordinarily constitute the Statement of Work).
4. Negotiated Task Order budget and cost ceiling.
5. Method of Payment.
6. State Account Number and State Account Title.
7. Start and completion date for the Task Order.
8. Catalog of Federal Domestic Assistance (CFDA) Number.
9. Name and address of the Task Order Principal Investigator at the UNIVERSITY and the Research Project Manager at NJDOT.
10. Specific reporting and meeting requirements.

B. The obligations of NJDOT hereunder are limited to tasks or services which have been negotiated with the UNIVERSITY and have resulted in a Task Order. NJDOT reserves the right to enter into Basic Agreements with other parties for similar services at any time.

C. The NJDOT Bureau of Research shall control and manage the issuance of Task Order numbers.

III. METHOD OF PAYMENT

A. NJDOT agrees to reimburse the UNIVERSITY for the performance of each Task Order executed hereunder on either a cost reimbursement or fixed price basis as specified within the applicable Task Order.

B. A payment voucher for reimbursement of expenses incurred shall be submitted no more frequently than on a monthly basis, and will be prepared and submitted on the State of New Jersey Payment Voucher (Vendor Invoice). Payment shall be limited to the negotiated cost ceiling specified in the original Task Order or a properly executed cost modification to the Task Order.

IV. DISSEMINATION OF INFORMATION

A. NJDOT desires widespread dissemination of the results of funded transportation research programs. The UNIVERSITY, therefore, may publish research results in professional journals, books, trade publications, or other appropriate media in a manner subject to the General Provisions.

V. AMENDMENTS AND TERMINATION

A. Amendment(s) may be made only by mutual consent of the parties.

B. This Basic Agreement shall continue in full force and effect for a period of ten (10) years from the date of execution of this Basic Agreement by both parties.

C. This Basic Agreement may be rescinded in its entirety by either party upon thirty (30) days written notice to the other party. No deletion, modification, addition, or rescission of this Basic Agreement shall affect any Agreement previously entered into between the parties in which this Basic Agreement, or a portion thereof, has been incorporated by reference.

VI. AGREEMENT LIMITATIONS

A. Both parties agree to the Agreement Limitations as stated herein:

1. It is understood and agreed by the parties that execution of this Basic Agreement shall not in any manner either provide for or imply any obligation on the part of the UNIVERSITY to

accept any specific number of Task Orders.

2. It is understood and agreed by the parties that execution of this Basic Agreement shall not in any manner either provide for or imply any intent on the part of NJDOT to assign any specific number of projects to the UNIVERSITY.
3. This Basic Agreement and any Task Order issued in furtherance thereof shall be subject to legislative appropriations and the availability of funds, and the failure by NJDOT to carry out any of its obligations hereunder due to funding shall not constitute a breach of this Basic Agreement.

IN WITNESS WHEREOF, Rutgers, The State University of New Jersey, has caused this instrument to be signed and attested by its duly authorized representative and the State of New Jersey, Department of Transportation, has caused this instrument to be signed by the Commissioner of Transportation, or a designee of the Commissioner, and attested by the Secretary of the Department of Transportation, and the Seals of Rutgers, The State University of New Jersey and the State of New Jersey, Department of Transportation, to be hereunto affixed the day, month and year first written above.

ATTEST:

**RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY**

Date

BY _____
Michael Pazzani, PhD Date
Vice President for Research and
Graduate and Professional Education

ATTEST:

THE STATE OF NEW JERSEY

Secretary Date
Department of Transportation

BY _____
Michael Russo Date
Assistant Commissioner
Planning, Multimodal and Grants Administration

The aforementioned Basic Agreement has been reviewed and is approved as to form.

Attorney General of New Jersey
GURBIR S. GREWAL _____

BY _____
Deputy Attorney General Date

(01/16/20)