

**THIRD REVISED BASIC AGREEMENT
BETWEEN THE
IOWA DEPARTMENT OF TRANSPORTATION
AND IOWA STATE UNIVERSITY
ON BEHALF OF ITS
INSTITUTE FOR TRANSPORTATION**

This *Third Revised Basic Agreement between the Iowa Department of Transportation and Iowa State University on behalf of its Institute for Transportation* (hereafter "Basic Agreement 3") is entered into by the IOWA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as the "IOWA DOT") and IOWA STATE UNIVERSITY, (hereinafter referred to as "ISU") on behalf of its INSTITUTE FOR TRANSPORTATION (hereinafter referred to as "InTrans") for the purpose of providing the terms of ISU's support for the administration and development of Core Support Program Elements (hereinafter referred to as **CORE SUPPORT**) for the IOWA DOT. The **CORE SUPPORT** Program Elements provide the IOWA DOT with research management support at ISU and are as defined in Article 2.

This Basic Agreement 3 operates in conjunction with the "*Second Revised Agreement for Management of Research Conducted by Iowa State University for the Iowa Department of Transportation*" (hereinafter referred to as "Research Management Agreement"). Should the terms of this Basic Agreement 3 and the terms of the Research Management Agreement conflict, the IOWA DOT and ISU shall work together to resolve the conflict.

The intent of this revision is to clarify those terms that are specific to the **CORE SUPPORT** that are implemented via addenda under the Research Management Agreement.

Preamble

On August 5, 1997, the IOWA DOT signed the "*Basic Agreement between the Iowa Department of Transportation and the Center for Transportation Research and Education, An Official Center of Iowa State University*". The agreement was effective July 1, 1997. The parties thereafter executed Amendments 1 through 8, for the purpose of adding program elements to the agreement.

On June 29, 2005, the IOWA DOT signed the "*Revised Basic Agreement between the Iowa Department of Transportation and the Center for Transportation Research and Education, An Official Center of Iowa State University*." It was effective July 1, 2005. Since then, the parties executed Amendments 1 through 4, for the purpose of adding program elements.

On June 10, 2011, the parties executed a "*Second Revised Basic Agreement between the Iowa Department of Transportation and the Institute for Transportation (InTrans), an Official Institute of Iowa State University*" to expand terms of the agreement.

WHEREAS, the IOWA DOT has determined that it lacks the facilities, expertise or personnel necessary to conduct certain research, research implementation, analysis, technology transfer and education and it has determined that InTrans has the necessary facilities, expertise or personnel to conduct certain research, research implementation, analysis, technology transfer and education. Additionally, InTrans is uniquely positioned to conduct said activities as

identified in this Basic Agreement 3 for the IOWA DOT either because of the specialized character, complexity, experience and background, expertise and/or resources available to perform these activities.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

Article 1. Substituted Basic Agreement 3.

Effective as of the date of the last signature, this Basic Agreement 3 supersedes and replaces the Basic Agreement, the Revised Basic Agreement, the Second Revised Basic Agreement, their amendments, all Memoranda of Understanding, and agreements previously entered into pursuant to them.

Article 2. Program Elements.

InTrans will assist the IOWA DOT in developing and administering research, educational, and technology transfer activities as provided for in agreed to annual work plans and annual budgets for each program element listed in this Article 2.

The parties will establish such annual budgets and work plans by way of written addenda to the Research Management Agreement, as amended.

No later than May 1 of each year this Basic Agreement 3 is in effect **InTrans** will propose for IOWA DOT review and approval a recommended annual work plan and budget for each program element.

- A. **Administrative and Development Support Element:** Under this program element ISU provides administration, research and technology transfer support for IOWA DOT activities conducted through **InTrans**, including such activities as administration of research and technology transfer projects, project monitoring, preparation of research progress reports, development of annual / biennial report, and other administrative tasks. **InTrans** shall also provide support for the IOWA DOT in the development of plans, projects, programs, and other initiatives. This may include developing research proposals; performing literature reviews; advising IOWA DOT staff on issues involving new technology, research, or education; and supporting the IOWA DOT's participation in research activities with the federal government, other states' transportation departments and other organizations.
- B. **Transportation Material Engineer (TME):** This program element provides for the establishment of a Transportation Materials Engineer position(s) at ISU and the creation of an associated research and technology transfer program within **InTrans** sponsored by the IOWA DOT. The TME will hold a joint appointment between a research position within **InTrans** and a tenured or tenure track position within the Department of Civil, Construction and Environmental Engineering (CCEE) at ISU. The TME will have specific research and technology transfer responsibilities for the IOWA DOT under the **InTrans** appointment as defined by the annual work plan. The individual(s) selected for the position will be an employee of ISU.

- C. **Bridge Engineer (BE):** This program element provides for the establishment of a Bridge Engineer position(s) at ISU and the creation of an associated research and technology transfer program within **InTrans** sponsored by the IOWA DOT. The BE will hold a joint appointment between a research position within **InTrans** and a tenured or tenure track position within the Department of Civil, Construction and Environmental Engineering (CCEE) at ISU. The BE will have specific research and technology transfer responsibilities for the IOWA DOT under the **InTrans** appointment as defined by the annual work plan. The individuals(s) selected for the position will be an employee of ISU.
- D. The National Concrete Pavement Technology Center (National CP Tech Center), previously known as the Center for Portland Cement Concrete Pavement Technology (PCC Center): This program element provides for administration of the National CP Tech Center for research and technology transfer. The National CP Tech Center is a shared undertaking between the IOWA DOT and the concrete paving industry in Iowa, including the Iowa Concrete Paving Association, and InTrans. The mission of the National CP Tech Center is to advance the state of the art of Portland cement concrete pavement technology, including design, material science, construction, and maintenance in order to produce a durable, cost-effective, sustainable product.
- E. The Pavement Systems Research Engineer (PSRE), previously known as the Portland Cement Concrete Pavement Engineer (PCC Engineer): This program element provides for the establishment of a PSRE position(s) at ISU and the creation of an associated research and technology transfer program within InTrans sponsored by the IOWA DOT. The PSRE will hold a joint appointment between a research position within InTrans and a tenured or tenure track position within the Department of Civil, Construction and Environmental Engineering (CCEE) at ISU. The PSRE will have specific research and technology transfer responsibilities for the IOWA DOT under the InTrans appointment as defined by the annual work plan. The individuals(s) selected for the position will be an employee of ISU.
- F. **IOWA DOT Transportation Library Support:** This program element provides for the administration of a Transportation Library for the mutual benefit of ISU and the IOWA DOT.
- G. **Center for Earthworks Engineering Research (CEER), previously known as Partnership for Geotechnical Advancement (PGA):** This program element provides for administration of the CEER for research and technology transfer. The CEER is a shared undertaking among the geotechnical construction industry in Iowa, including the Associated General Contractors of Iowa, the IOWA DOT, Federal Highway Administration, **InTrans** and CCEE. Other interested parties may be included in the future. The mission of the CEER is to increase highway performance in a cost effective manner by developing and implementing methods, materials and technologies to solve highway construction problems in a continuing and sustainable manner.
- H. **Statewide Urban Design and Standards (SUDAS) Support:** This program element provides for the administration and management of the SUDAS program, revisions and

additions to the SUDAS Design and Specifications manuals, and SUDAS-related research.

- I. **Traffic Safety Engineer (TSE) Support:** This program element provides for the administration and management of the traffic safety engineer position.
- J. **Other Elements:** The parties may by mutual agreement modify this Agreement and include other elements.

Article 3. ISU Responsibility.

ISU agrees to assign qualified staff as needed to execute the work set forth in IOWA DOT approved annual work plans and budgets for each of the program elements. For each program element, ISU will prepare the next fiscal year's draft work plans and budgets for review by the Research and Technology Bureau of the IOWA DOT by May 1, during each year this Agreement remains in force. **InTrans** agrees to consider the interests of the IOWA DOT in the hiring of faculty and staff under this Agreement, as described in the program elements.

Article 4. IOWA DOT Responsibility.

IOWA DOT staff shall administer the funds made available for the work described in the annual work plans and budgets. The parties will work to reach agreement on annual work plans and budgets, if at all, by the first day in June of each year so that work may begin on the first day of July during each year this Basic Agreement 3 remains in force. Pending agreement, the work plans will be administered under Article 6.

Article 5. Duration of Basic Agreement 3.

This Basic Agreement 3 covers a period beginning the date of last signature and ending June 30, 2015. When mutually agreed to by both parties, on July 1 of each year, the IOWA DOT and ISU will extend the ending date of this Basic Agreement 3 for an additional year, thereby maintaining the three-year agreement period. The first year of any three-year period shall be called year 1, the second shall be called year 2, and the third year shall be called year 3.

Article 6. Detailed Scope of Work and Budget.

- A. The work to be performed by ISU under the terms of this Basic Agreement 3 shall be in accordance with the annual work plans and budgets approved by the Research and Technology Bureau of the IOWA DOT.
- B. Until otherwise established and approved in paragraph A of article 6 of this Basic Agreement 3, the budget for approved work plans developed for year two of the program elements named below will be 75% of the first year's budget, and for year three will be 75% of the year two budget:
 - Element A, Administrative and Development Support
 - Element B, Transportation Materials Engineer
 - Element C, Bridge Engineer
 - Element E, Pavement Systems Research Engineer

- C. If, as the work progresses, any significant changes in scope of work or budget are deemed necessary, ISU shall inform the IOWA DOT in writing and receive the written approval of the IOWA DOT prior to proceeding with the modification.
- D. Elements named in this Basic Agreement 3 are deemed **CORE SUPPORT** for ISU. The indirect cost rate used in any budget submitted under this Basic Agreement 3 for named program elements shall be 8% unless modified by amendment to the Basic Agreement 3.
- E. Any costs incurred by ISU not included in an approved annual work plan and budget shall be the responsibility of ISU.

Article 7. Implementation.

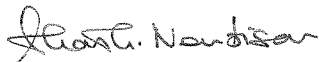
Program elements defined in Article 2 above will be implemented as addenda under the Research Management Agreement and subject to all terms and conditions of that agreement except as stated in this Basic Agreement 3 or its amendments.

Article 8. Termination of This Basic Agreement 3.

If it is considered to be in the best interest of the IOWA DOT or ISU, either party may terminate this Basic Agreement 3. With mutual agreement, this Basic Agreement 3 may be terminated no sooner than 90 days following the execution of a termination agreement. If the desire to terminate is unilateral, following receipt of notice from one party to the other, the two parties will have 90 days to develop a mutually acceptable plan for reducing the level of activity in phases to reach final termination at the end of two years. Upon termination of this Basic Agreement 3, all work plan activities shall be automatically terminated.

IN WITNESS WHEREOF, the parties have hereto caused this Basic Agreement 3 to be executed.

For Institute for Transportation



Shashi Nambisan
Director

Date: May 25, 2012

For Iowa State University



Rochelle Athey, CRA Director
Office of Sponsored Programs Administration

Date: 5/25/12

For Iowa Department of Transportation



Sandra Larson, Director of Research and
Technology Bureau

Date: 6-8-2012