



CONTRACT

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
RESEARCH DIVISION
SELECTION METHOD
FEE TYPE

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

RESEARCH PROJECT TITLE

Project No.: F-ST99(474) (FY2018 No. – Update to Current FY Research Work Program Project No.)
FINET Codes: Fund: 2800 Agency: 8100 Unit: 8214 Approp: XCK Obj: 6137 (Replace 8214 XCK if funding is non-Research)
Research PIC No.: Research PIC No.

1. **CONTRACTING PARTIES:** This contract for transportation research study is between the Utah Department of Transportation, referred to as DEPARTMENT and,

Consultant
Address
City, State, Zip

Legal Status of Consultant: Legal Status
Fed ID No.: Fed ID No.

referred to as CONSULTANT.

2. **REASON FOR CONTRACT:** The DEPARTMENT does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the DEPARTMENT with Research services as further described in Attachment C.

3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate **Date**, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of **Contract Amount** for costs authorized by this Contract as further described in Attachment D.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

- Attachment A – Certification of Consultant
- Attachment B – Standard Terms and Conditions
- Attachment C – Services Provided by the Consultant
- Attachment D – Fees

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT - Consultant

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Title: _____ Date _____

By: _____
Title: Research Director*
(for contracts under \$100K)
Date _____

*use Program Development Director if contract is \$100K+

DEPARTMENT Comptroller's Office

By: _____
Title: Contract Administrator Date _____

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify that I am a duly authorized representative of **Consultant** and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract, involving participation of Federal-aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to authority set forth in the Utah Transportation Code §§ 72-3-102, 105, and 107; the Utah Procurement Code §§ 63g-6a-101 et seq., and the Utah Admin. Code r. R33. *(revised September 20, 2017)*
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the DEPARTMENT, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least six (6) years after the contract terminates, or until all audits initiated within the six years have been completed, whichever is later. These records shall be made available at all reasonable times during the six-year period for audit and inspection by the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the DEPARTMENT upon request. *(revised September 20, 2017)*
4. **CONFLICT OF INTEREST:** [This section applies to contracts with private universities and entities. For contracts with public universities and agencies, delete the text of this section and replace it with the phrase "\(not used\)".](#) The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Utah Code § 67-16-8. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33 (2011)). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the DEPARTMENT to perform construction engineering management services for the same project.

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.

5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the DEPARTMENT, except as specifically authorized and set forth herein. Persons employed by the DEPARTMENT and acting under the direction of the DEPARTMENT shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the DEPARTMENT.
7. **INDEMNITY - LIABILITY:**
 - (a) [Select this version for contracts with private universities or entities and delete the other:](#) The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and its officers, agents and employees from and against any and all claims, suits and cost, including attorney's fees, for injury

or damage of any kind to the extent arising out of the negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

Select this version for contracts with public universities or agencies and delete the other: Both the CONSULTANT and the DEPARTMENT are governmental or public entities and agree to hold each other harmless for their wrongful or negligent acts or those of their employees, officers, agents or volunteers consistent with the terms and conditions of the Governmental Immunity Act and the Indemnification of Public Officers and Employees Act. However, subcontracts entered into by the CONSULTANT with other than governmental or public entities shall contain provisions requiring that the subcontractor agrees to hold harmless and indemnify the DEPARTMENT and its officers, agents and employees from and against any and all claims, suits and cost, including attorney's fees, for injury or damage of any kind to the extent arising out of the negligent acts, wrongful acts, errors, or omissions of the subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

- (b) **Use this paragraph in both cases:** The CONSULTANT is an independent contractor contracted with the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.
- (c) **Use this paragraph in both cases:** Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder. *(Added September 20, 2017)*

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better, or be with the Utah State Risk Management fund, at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT:

- (a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

- (b) Commercial Automobile Insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
- (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years

beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).

- (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants and the DEPARTMENT from the loss of said information.
- (e) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
- (f) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (g) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to provide the DEPARTMENT with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(d) above are required to be endorsed naming UDOT and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by the State of Utah, Risk Manager.

10. HEALTH INSURANCE: The CONSULTANT agrees that if the CONSULTANT has an initial contract of 2 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 2 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of 1 million dollars or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed 1 million dollars; hereby certifies the following.

- (a) The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in Utah Code § 26-40-115 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract.
- (b) Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The CONSULTANT shall demonstrate its compliance with this part and Utah Code § 72-6-107.5 at the time this contract is executed and its continued compliance is subject to an audit by the DEPARTMENT or the Office of the Legislative Auditor General. The CONSULTANT and all applicable sub-consultants shall be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier. *(Revised September 20, 2017.)*

11. PROGRESS:

- (a) The CONSULTANT may not begin the work governed by this contract prior to receiving an official Notice to Proceed from the DEPARTMENT. The CONSULTANT shall begin the work governed by this contract within one week after receiving a Notice to Proceed from the DEPARTMENT. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.
- (b) The CONSULTANT will prepare progress reports in sufficient detail to document the progress of the work and support each claim for payment. As a minimum the progress reports shall identify

the deliverables completed, for which payment requests are being made, a brief summary of the work completed to date, and a brief synopsis of the deliverable contents. Anticipated problems in completing future deliverables in accordance with the technical and schedule requirements of the contract shall be identified and described. Payments will not be made without a supporting progress report.

- (c) Progress conferences will be held periodically as required and at not less than quarterly intervals. The CONSULTANT will prepare and present written information and studies to the DEPARTMENT so it may evaluate the features and progress of the work. Either party may request a conference; to be held at the office of either, or at a place designated by the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the DEPARTMENT.
- (d) The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the DEPARTMENT.
- (e) At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the CONSULTANT shall immediately notify the DEPARTMENT, in writing, that the CONSULTANT cannot meet specified time or budget requirements and why. The DEPARTMENT may, at its sole discretion, agree to extend the contract by written modification.
- (f) The DEPARTMENT may terminate this contract in accordance with the termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress on the contract work, or failure to provide satisfactory work product quality. Completion of the contract in accordance with the schedule of Attachment C is the responsibility of the CONSULTANT. Claims for changes in the contract schedule or extra work that may affect the contract schedule shall be submitted in accordance with the applicable provisions of this contract. Failure to comply within twenty percent of the milestone completion dates shown in the contract schedule of Attachment C constitutes adequate justification for contract termination.
- (g) Should the DEPARTMENT desire to suspend the work, but not terminate the contract, the DEPARTMENT will notify the CONSULTANT verbally and follow this verbal notification with a written confirmation. When the DEPARTMENT provides verbal notification to the CONSULTANT to suspend work the CONSULTANT agrees to comply immediately or as directed by the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the DEPARTMENT.
- (h) Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days. *(Revised September 20, 2017)*

- 12. MEETINGS/CONFERENCES:** If requested by the DEPARTMENT for progress and review meetings/conferences, the CONSULTANT shall at least seven days before the meeting (or as otherwise agreed) prepare and distribute documentation to the list of attendees/reviewers designated by the DEPARTMENT that demonstrates the progress and features of the work and/or the deliverables to be reviewed. An email distribution is acceptable. If hardcopies are needed, the CONSULTANT shall distribute copies (not to exceed 20) of this documentation

The CONSULTANT shall prepare meeting/conference minutes in sufficient detail to document the date, time, location and persons attending the conference, a summary of presentations made, review comments received, and action items agreed to. In the case that designated attendees/reviewers do not attend the meeting/conference but submit written comments prior to the meeting/conference, copies of these comments shall be attached to the minutes. The CONSULTANT shall distribute copies of the minutes to the attendees/reviewers within seven calendar days of the meeting/conference, requesting comments or suggestions for modifications to be returned to the CONSULTANT within seven calendar days. If any comments or suggestions for modifications received during this period, the CONSULTANT shall issue AN ERRATUM to the minutes within 14 calendar days of the meeting/conference.

- 13. REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the DEPARTMENT and, when Federal Funds are used, the Federal Highway

Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.

All deliverables furnished under this contract shall be subject to the inspection and review of the DEPARTMENT and other third parties designated by the DEPARTMENT to perform technical or fiscal inspections or reviews. The CONSULTANT shall be required to perform such work as may be necessary to meet the objectives of the work plan in Attachment C of this contract and to make clarifications or correct errors uncovered during reviews or inspections without undue delays and without additional cost to the DEPARTMENT.

- 14. NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Utah Code §§ 34a-5-101 – 102, and Titles VI and VII of the Civil Rights Act of 1964 (42 USC §§ 2000e – 2000e-17), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 titled "Equal Employment Opportunity," as amended by Executive Orders 11375 and 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age; 29 USCA § 794, which prohibits discrimination on the basis of handicap; and Executive Order 13672, Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.

The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans with Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 (2016) in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, gender identity or sexual orientation, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 (2016) of the Regulations, including employment practices when the contract covers a program set forth in 49 CFR § 21, Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, gender identity or sexual orientation, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
- i Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, or
 - ii Cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract. or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. *(Revised September 20, 2017.)*

Include this statement only for contracts with BYU; delete otherwise: The CONSULTANT, Brigham Young University, asserts and reserves all rights under Section 204(c) of Executive Order 11246 and all other relevant regulatory, statutory, and Constitutional rights as a private, nonprofit, religious educational institution sponsored by The Church of Jesus Christ of Latter-day Saints. See, e.g., 41 CFR § 60-1.4(a)(7) and 41 CFR § 60-1.4(b)(7).

15. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29, Government wide Debarment and Suspension (Nonprocurement). By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

- 16. BACKGROUND CHECKS:** The DEPARTMENT may require the CONSULTANT and all employees of the CONSULTANT to undergo a background investigation, to be conducted by the Attorney General or the Bureau of Criminal Investigation, to the satisfaction of the DEPARTMENT. The background investigation will consist of a review of, but may not be limited to, criminal conduct including the use of controlled substances. The Consultant represents that its employees assigned to work under this Agreement are competent in their respective fields, licensed as required by the State of Utah, and are legally able to fulfill their work obligations. *(Added September 20, 2017)*
- 17. CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- 18. CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT shall comply with all applicable provisions of Rule 916-6 Drug and Alcohol Testing in State Construction Contracts and Section 63G-6-604, U.C.A. 1953, throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.
- 19. CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the Federal Acquisition Regulations (FAR) cost principles as described in the FHWA Order 4470.1A and in the DEPARTMENT Financial Screening Application.
- 20. OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of the CONSULTANT, the DEPARTMENT retains ownership of all materials, products, devices, equipment, facilities, data, test results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this contract. In addition, the DEPARTMENT shall retain ownership of all non-expendable items procured under this contract that have a salvage value at the end of this contract of \$5,000.00 or more unless the DEPARTMENT specifically authorizes exclusions listed in the Deliverables and Partial

Payments in Attachment C of this contract. Notwithstanding the foregoing, ownership of any and all CONSULTANT work product shall remain with CONSULTANT unless and until the payment by the DEPARTMENT to CONSULTANT of all undisputed invoiced amounts.

The DEPARTMENT grants to the CONSULTANT a non-exclusive license for non-commercial, internal, educational and research use of work products developed or produced by the CONSULTANT under this contract, subject to the provisions of this contract. The use of physical products is subject to availability. Physical products will be transported and maintained at the expense of the CONSULTANT, should transportation and maintenance be necessary in conjunction with this use.

The CONSULTANT may secure through patents or trademarks, the right, title, or interest throughout the world of any invention that may be created or developed under this contract, as provided in 37 CFR 401.14, except for Section 401.14(g). The DEPARTMENT shall be entitled to the same rights granted to the Federal Government under 37 CFR 401.14 and adopts that regulation for that purpose. The CONSULTANT will retain all rights provided for the DEPARTMENT in this clause, and the DEPARTMENT will not, as part of the consideration for awarding this contract, obtain rights in the CONSULTANT'S subject inventions. The DEPARTMENT shall be granted a non-exclusive, irrevocable, royalty-free license to use, practice, employ, or have practiced for or on behalf of the DEPARTMENT the subject invention throughout the world. These license provisions shall be considered one of the deliverables due under this contract. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation shall also be named as a grantee, along with the DEPARTMENT, in the license provisions described above.

The CONSULTANT may secure copyrights on information, designs, analyses, processes, reports, and the intellectual innovations that may be created or developed under this contract, subject to the provisions of this contract, including the provisions of the "Publication or Use of Work Product Outside of This Agreement" clause.

The DEPARTMENT reserves a non-exclusive, irrevocable, royalty-free license to reproduce, publish, distribute, disclose, modify, implement, or otherwise use, and to authorize others to use, the copyright in any work developed as deliverables under this contract, and any rights of copyright to which the CONSULTANT purchases ownership with the support of this contract.

The right of the CONSULTANT to apply for patents, copyrights or trademarks shall be limited to the statutory period defined by United States Code and other applicable Federal regulations.

It is further specifically agreed between the parties executing this contract that the above provisions shall be interpreted and administered in accordance with State and Federal non-disclosure and disclosure laws, rules, regulations and policies governing patents, copyrights, trademarks, rights of privacy and freedom of public information. *(Revised September 20, 2017)*

[Include this paragraph only as appropriate.](#) Full scale testing frames, anchors and related testing or measuring devices built or acquired as part of this contract shall be the property of the CONSULTANT upon the completion of the contract.

- 21. RIGHT OF FUTURE DEVELOPMENT:** Both parties agree that the DEPARTMENT and third parties that may be under separate contract to the DEPARTMENT may perform future additional developments or enhancements to information, designs, analyses, computer elements, devices, data, test results, reports, graphics, presentations, visual aids, intellectual innovations that are derived from the work products developed and delivered under this contract. The DEPARTMENT shall not be obligated to obtain the services of the CONSULTANT to perform these additional developments or enhancements. Likewise, the CONSULTANT, after completion of this contract, may perform future additional developments or enhancements to the work products produced and delivered under this contract without the necessity of granting the DEPARTMENT a license of use for these additional developments or enhancements. Any reuse, misuse, or use of modified or incomplete deliverables will be at the sole risk of the DEPARTMENT or the third party in possession of CONSULTANT'S deliverable and the CONSULTANT makes no representation to any third party with respect to any good or service performed under this contract and shall not be liable for any reuse, misuse, or use of modified or incomplete deliverables under any theory

of recovery. (Revised September 20, 2017)

- 22. PUBLICATION OR USE OF WORK PRODUCT OUTSIDE OF THIS AGREEMENT:** During the entire term of this contract the CONSULTANT shall not issue, offer, publish, or submit for publication any document, report, paper, technical notes, documentation, specification, graphic, or other media products produced in connection with the work of this contract without first submitting the deliverables required by this contract to the DEPARTMENT for their review, and notifying the DEPARTMENT of the intent to publish.

In the event CONSULTANT wishes to publish research results prior to the submission of contract deliverables, CONSULTANT shall first provide to DEPARTMENT written notice of CONSULTANT'S intent to publish and a draft of such publication. DEPARTMENT shall have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by DEPARTMENT to contain confidential or patentable material owned by DEPARTMENT, or to request a delay in submission of the draft for publication pending CONSULTANT'S submission of overdue contract deliverables or DEPARTMENT's application for patent protection. If CONSULTANT does not receive DEPARTMENT'S written response to the notice of intent to publish within the thirty (30) day period, then DEPARTMENT shall be deemed to have consented to such publication. If DEPARTMENT requests a delay in submission of publication for patent protection, CONSULTANT shall have no obligation to delay publication for longer than three (3) months following delivery of CONSULTANT'S notice of intent to publish. If DEPARTMENT requests a delay in submission of publication due to overdue deliverables, submission of publication by the CONSULTANT prior to completing those contract deliverables shall be grounds for termination of this Agreement. Student reports, theses, and dissertations, published internally by the CONSULTANT shall not be subject to these delay provisions.

If this Agreement is terminated by the DEPARTMENT for non-performance or failure to meet project deliverable dates, the CONSULTANT agrees to the publication restrictions stated above for a period of six (6) months following the date of termination.

Information supplied by DEPARTMENT to CONSULTANT and identified by DEPARTMENT as proprietary, confidential, protected or security-sensitive information shall not be included in any material published by CONSULTANT without prior written consent of DEPARTMENT.

All documents resulting from the work of this contract by the CONSULTANT, regardless of the time when they are created, produced, or released, shall contain acknowledgement and disclaimer statements as stipulated in the "Acknowledgements and Disclaimers" clause in this contract.

The restrictions and procedures described above shall apply to the release of any information or documents to the media. The CONSULTANT shall inform the UDOT Public Affairs Office of all media inquiries.

Requests from the media or other members of the public for records that have not already been issued, published, or submitted for publication shall be made in accordance with the Governmental Records Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2.

- 23. ACKNOWLEDGEMENTS AND DISCLAIMERS:** Any document, report, paper, technical notes, documentation, specification, computer element, graphic, media element, or other deliverable that is prepared or released by the CONSULTANT shall contain an acknowledgement of support by the DEPARTMENT. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation shall also be acknowledged as a supporter of the work. In addition, any of these deliverables shall contain the following disclaimer:

"The authors alone are responsible for the preparation and accuracy of the information, data, analysis, discussions, recommendations, and conclusions presented herein. The contents do not necessarily reflect the views, opinions, endorsements, or policies of the Utah Department of Transportation or the US Department of Transportation. The Utah Department of Transportation makes no representation or warranty of any kind, and assumes no liability therefore. "

- 24. USE OF PATENTED, COPYRIGHTED OR TRADEMARKED ITEMS:** The CONSULTANT shall be fully responsible for the legal use and the related payment of any royalties or fees for any materials, products, devices, processes, computer elements, designs, specifications, publications, graphics, visual media, etc., that are protected by patents, copyrights or trademarks, or that are owned by third parties to this contract, in conjunction with the execution of the work in this agreement. In the event that any of the above items are to be incorporated into the deliverables or products which will be provided to the DEPARTMENT as a result of the work of this agreement, whether owned by the CONSULTANT before entering into this agreement or not, such use shall be specifically authorized in this contract or by prior written approval from the DEPARTMENT. When such authorization is provided, the CONSULTANT shall secure the rights of use of these patented, copyrighted or trademarked items for the DEPARTMENT. An original executed copy of the right-to-use agreement shall be delivered to and approved by the DEPARTMENT prior to commencing use of these item(s). The CONSULTANT shall be responsible for payment of all royalties and fees for said use during the entire term of this contract. To the extent that these royalties and fees are incurred exclusively and specifically for this contract and are shown in Attachment C of this contract, these costs are allowable expenses to the contract. The CONSULTANT shall indemnify, save harmless and release the DEPARTMENT from claims of patent, copyright or trademark infringement, or for costs, expenses, penalties and damages that may be obligated by reason of an infringement related to the work performed, services rendered or deliverables furnished under this contract which are caused by the negligence of the CONSULTANT. When Federal funds make up all or part of the remuneration under this contract, the United States Department of Transportation shall be named along with the DEPARTMENT in all legal agreements covering use of patented, copyrighted or trademarked items.
- 25. CONFIDENTIALITY:** If, in order to perform the work under this contract, the CONSULTANT is given access to confidential, protected, security-sensitive or proprietary business, technical or financial information regarding persons, materials, products, devices, processes, plans, designs, computer elements, analyses, data, etc., the CONSULTANT agrees to treat such information as confidential and shall not appropriate such information to its own use or disclose it to third parties at any time, neither during the term of this contract nor after contract termination, without specific written authorization by the DEPARTMENT to do so. The DEPARTMENT shall clearly identify those items as confidential at the time they are transmitted or disclosed to the CONSULTANT and they may be listed in Attachment C of this contract if known at the time of contract execution. The CONSULTANT shall require adherence by its officers, agents, volunteers, employees and subcontractors to these confidentiality provisions.

The foregoing obligations shall not apply if the said confidential, security-sensitive or proprietary information:

- (a) Is found to be in the public domain at the time of receipt by the CONSULTANT;
- (b) Is published or otherwise becomes part of the public domain after receipt by and through no fault of the CONSULTANT;
- (c) Was in possession of the CONSULTANT at the time of receipt, which the CONSULTANT can demonstrate, as well as that it was not acquired directly or indirectly from the DEPARTMENT or an agency of the State of Utah; or
- (d) Was received by the CONSULTANT from a third party other than an agency of the State of Utah, which the CONSULTANT can demonstrate did not require the CONSULTANT to hold such information in confidence.

This paragraph applies to contracts with public universities and entities. For contracts with private universities and agencies, delete the text of this paragraph. CONSULTANT is a governmental entity subject to the Government Records Access and Management Act (GRAMA), Title 63G, Chapter 2, §§ 101 to 901, U.C.A. and Utah Code §§ 53B-16-301 to -305 as amended. Under GRAMA certain records within CONSULTANT'S possession or control, including without limitation, the Agreement, may be subject to public disclosure; and CONSULTANT'S confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to section 63G-2-309 of GRAMA, any confidential information provided to CONSULTANT that DEPARTMENT believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, CONSULTANT may disclose any

information or record to the extent required by GRAMA or as otherwise required by law.

- 26. ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than **70 percent** of the total contract amount, excluding specialized services, with its own staff, unless specifically recognized and authorized by the DEPARTMENT in the Staffing and Subcontracting Plan in Attachment C of this contract. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

- 27. PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or (something similar to the CMS Alternative Staff Transaction) prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid.

- 28. DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.

- 29. CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date. The CONSULTANT shall not be responsible for delays due to causes beyond CONSULTANT's reasonable control. *(Revised September 20, 2017)*

- 30. CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

- 31. TERMINATION:** This contract may be terminated as follows:
- (a) Mutual agreement of the parties; in writing and signed by the parties.
 - (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 41, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
 - (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
 - (d) By the CONSULTANT for loss of third-party matching funds necessary for completion of the project.
 - (e) If the DEPARTMENT determines that the performance of the CONSULTANT is not satisfactory, the DEPARTMENT may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
 - (f) If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the DEPARTMENT will notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
 - (g) If the Agreement is terminated before performance is completed, the CONSULTANT will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement
 - (h) The DEPARTMENT reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee or agent of the CONSULTANT is convicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the DEPARTMENT, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the DEPARTMENT. The DEPARTMENT reserves the right to terminate or cancel this Agreement in the event the CONSULTANT will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The DEPARTMENT further reserves the right to suspend the qualifications of the CONSULTANT to do business with the DEPARTMENT upon any such conviction.
 - (i) Upon satisfactory completion of required contract services.
 - (j) On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than paragraph 31(i), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract. *(Revised September 20, 2017)*
- 32. REMEDIES:** Any of the following events will constitute cause for the State Entity to declare CONSULTANT in default of this Contract: (i) CONSULTANT'S non-performance of its contractual requirements and obligations under this Contract; or (ii) CONSULTANT'S material breach of any term or condition of this Contract. The DEPARTMENT may issue a written notice of default providing a ten (10) day period in which CONSULTANT will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONSULTANT'S liability for damages. If the default remains after CONSULTANT

has been provided the opportunity to cure, the DEPARTMENT may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend CONSULTANT from receiving future contracts from the DEPARTMENT or the State of Utah; or (v) demand a full refund of any payment that the DEPARTMENT has made to CONSULTANT under this Contract for Services that do not conform to this Contract. *(Added September 20, 2017)*

- 33. REQUIREMENTS FOR COMPUTER ELEMENTS:** Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.

Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate DEPARTMENT individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the DEPARTMENT.

- 34. COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions. [Use the following sentence for contracts with academic institutions, but not for other consultants.](#) Overhead rates for academic institutions shall not exceed ten percent.
- 35. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, U.C.A. 1953, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT should be considered confidential for business purposes under Section 63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.
- 36. WORK ACCEPTANCE – REPORTS, DOCUMENTATION AND OTHER MEDIA PRODUCTS:** Unless otherwise specified in Deliverables and Partial Payments of Attachment C of this contract and the differences from the products described here are detailed in Attachment C and authorized by the DEPARTMENT, the CONSULTANT shall prepare the following products as described here.

Progress, interim and final reports, white papers, technical notes, presentations and other documentation and media products produced as deliverables under this contract shall conform to the highest standards for literary style, grammar, spelling, graphic art and technical accuracy. They shall be subject to review by the DEPARTMENT, its representatives and agents, as well as other funding agencies and partners, prior to publication and distribution. If the documentation contains contributions by the DEPARTMENT or third parties, these entities shall be fully acknowledged in the documentation. Except where acknowledged otherwise, the CONSULTANT shall be solely responsible and liable for the accuracy, completeness and originality of the contents, findings and conclusions. The responsible person(s) or principal investigator(s) for the CONSULTANT listed in Staffing Plan in Attachment C of this contract shall be the primary author(s) of the documentation.

The above described documentation shall not contain advertisements or attempts to promote materials, equipment, products or services supplied by or the special interests of the CONSULTANT or third parties to this contract. The documentation shall be free of libel or slander relating to individuals, organizations and groups or their materials, equipment, products or services.

The CONSULTANT shall submit a final report that summarizes the detailed research findings of study,

including the data collection plan, the methodology used in and the results obtained from the detailed data reduction, the results of analysis and the comparisons with existing theories and findings of other researchers in the field. The final report shall also summarize the contents of any interim reports furnished as well as provide a background for the subject. It shall include comparisons with current design practice and recommendations for implementation of the findings, as well as conclusions and acknowledgments. Abstracts of no more than 250 words and executive summaries of no more than 12 pages shall be developed that provide synopses of the final report. The final report shall be submitted in draft form, for review, and then in final form, for publication. Review comments received from the DEPARTMENT, either written or in conference, based on a review of the draft final report or presentation of the material contained therein, shall be addressed by the CONSULTANT in the final version of the final report. The final report shall be a complete, stand-alone document intended for hard copy, electronic, and/or web publication by the DEPARTMENT.

Reports intended for publication by the DEPARTMENT shall conform to the format criteria established by the DEPARTMENT in the latest edition of "Guidelines for Preparing Utah Department of Transportation Research Reports" and this document.

The body of reports intended for publication shall summarize the subject matter in sufficient detail to support the recommendations and conclusions. Charts, graphs, figures, tables, illustrations and photographs shall be used extensively to enhance communication. Graphs and tables are to be neat in appearance with each axis clearly marked with proper units. A legend is to be provided on every graph that clearly describes acronyms and other symbols. Graphical element patterns and symbols should be carefully chosen to ensure legibility after reproduction. Raw data, detailed analysis and theoretical developments shall be contained in appendices. Any data provided in the project deliverables that can be tied to a spatial location shall be appropriately geo-referenced so the data can be stored and displayed in DEPARTMENT spatial databases and analysis tools.

The Implementation Plan should contain sufficient information to: a) provide direction on steps needed to implement the technology or products developed under this contract; b) provide recommendation on staffing needs and resources, list individuals and organizational roles and responsibilities for implementation; and c) provide estimated cost of implementation. Technologies or products could include any of the following, but not limited to: written specifications; policies and procedures; newsletters; research technical reports; training sessions; laboratory testing results; workshops, and technology demonstrations. If the technology or products are not developed to a state of implementation, specific recommendations should be provided on what is needed to bring it to such a state.

References to other documents containing the raw data, detailed analysis or theoretical developments may be cited to avoid repetition, providing these documents are published prior to the subject reports, are given proper acknowledgement, and full bibliographic references are provided.

An electronic copy of the draft version shall be submitted to the DEPARTMENT for review. After all review comments are considered and corrections are made by the CONSULTANT, a full and complete, unprotected electronic copy of the report shall be delivered to the DEPARTMENT in Microsoft Word format. The report shall be formatted for double-sided reproduction and/or printing.

Unless otherwise approved in writing by the DEPARTMENT, electronic versions of documents or work products required to be delivered under this contract shall be produced in the file formats native to the computer applications adopted as standard by the DEPARTMENT. The electronic delivery media, as well as photographic, audio and video deliverables shall conform to the format established by the DEPARTMENT.

The reports required under this contract are intended to be summary in nature. In addition to the report to be published by the DEPARTMENT as outlined above, it is anticipated that detailed aspects of the work performed under this contract may be published by others (theses, journal articles, etc.), subject to notification to and review by the DEPARTMENT as described in the "Publication or Use of Work Product Outside of This Agreement" clause in this contract.

- 37. SYSTEM OF MEASUREMENT:** Written and electronic documentation and reports prepared under this contract shall use U.S. Customary systems of measurement. If metric annotation is needed, it may be shown in parentheses after the U.S. Customary units. Metric conversions shall be as defined by the

DEPARTMENT'S Metric Conversion Guide.

- 38. GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the DEPARTMENT. The CONSULTANT shall accompany DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required. The CONSULTANT is responsible for any expenses associated with these activities, within the budget outlined in Attachment C of this contract.
- 39. NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
- 40. COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
- 41. COORDINATION WITH UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS):** The CONSULTANT will comply with the Utah Technology Governance Act, Title 63F, U.C.A. 1953.

After execution of the contract, and prior to commencing any information technology (IT) related activities as defined in Section 63F-1-102, the CONSULTANT will:

- (a) Coordinate with and receive written approval from the DEPARTMENT and the DTS IT Director assigned to the DEPARTMENT, or
- (b) Have previously obtained written approval from the DTS IT Director assigned to the DEPARTMENT for the IT related activities which must be detailed in the Scope of Work and included in the terms of this base contract.

In addition, the DEPARTMENT will not consider modifying this contract to include or alter IT elements without coordination and written approval from the DTS IT Director assigned to the DEPARTMENT.

- 42. PROJECT SITE:** In the event it is anticipated that some of the work performed for this contract will take place on properties or rights-of-way owned by the DEPARTMENT, the locations of these project sites shall be listed in the Work Plan in Attachment C of this contract.
- 43. USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the UDOT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.
- 44. ASSIGNMENT OF ANTITRUST CLAIMS:** The CONSULTANT and the DEPARTMENT recognize that in actual economic practice, overcharges by the CONSULTANT'S suppliers resulting from violations of state or federal antitrust laws are in fact borne by the DEPARTMENT. As part of the consideration for the award of the Contract, and intending to be legally bound, the CONSULTANT assigns to the DEPARTMENT and the state of Utah all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract. *(Added September 20, 2017)*
- 45. DUTIES OF THE DEPARTMENT:**
- (a) **Guarantee Access:** The DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.

- (b) Prompt Consideration: The DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) Documents: The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the DEPARTMENT.
- (d) Services: The DEPARTMENT will perform standard services relating to this contract

46. **NOTICES:** Legal notices applicable under this contract shall be in writing and shall be delivered by certified mail to the following designated individuals for the CONSULTANT and the DEPARTMENT, with a copy sent to the technical representative designated below: (Choose the correct university Consultant Contract Representative – or insert a non-university CCR – and delete the others)

- CONSULTANT'S Contract Representative:
Norma Buxton
Utah State University, Sponsored Programs Office
1415 Old Main Hill, Room 64
Logan, UT 84322-1415
Bus. Phone: (435) 797-1659
Bus. Fax : (435) 797-3543
Email: norma.buxton@usu.edu
- CONSULTANT'S Contract Representative:
Tanecia Echols
Contracts Administrator
University of Utah, Office of Sponsored Projects
1471 Federal Way
Salt Lake City, UT 84102-1821
Bus. Phone: (801) 585-5443
Bus. Fax : (801) 581-3007
Email: tanecia.echols@osp.utah.edu
- CONSULTANT'S Contract Representative:
Gene R. Larson
Brigham Young University Office of Research and Creative Activities
A-285 ASB
Provo, UT 84602
Bus. Phone: (801) 422-3360
Bus. Fax: (801) 422-0620
E-mail: gene.larson@byu.edu
- DEPARTMENT'S Contract Representative:
Ms. Shauna Sisneros
Utah Department of Transportation Comptroller's Office
Box 141510
Salt Lake City, UT 84114
Bus. Phone: (801) 965-4541
Bus. Fax: (801) 965-4911
Email: ssisneros@utah.gov

Technical representatives for the CONSULTANT and the DEPARTMENT that are to receive or respond to technical questions or comments, deliverables, reviews, invoices, and other non-legal correspondence are as follows: (Choose the correct university Consultant Technical Representative or add a non-university CTR and delete the others)

- CONSULTANT'S Technical Representative:
Principal Investigator Name, Ph.D., P.E.
Professor/Associate Professor, Civil and Environmental Engineering Department

Utah State University
4110 Old Main Hill, EL264
Logan, UT 84322-4110
Bus. Phone: (435) 797-XXXX
Bus. Fax: (435) 797-1185
Email: username@cc.usu.edu

- CONSULTANT'S Technical Representative:
[Principal Investigator Name, Ph.D., P.E.](#)
[Professor/Associate Professor](#), Department of Civil and Environmental Engineering
University of Utah
110 Central Campus Dr., Suite 2000
Salt Lake City, UT 84112
Bus. Phone: (801) 587-XXXX
Bus. Fax: (801)-585-5477
Email: username@civil.utah.edu
- CONSULTANT'S Technical Representative:
[Principal Investigator Name, Ph.D., P.E.](#)
[Professor/Associate Professor](#), Department of Civil and Environmental Engineering
Brigham Young University
368 Clyde Building
Provo, UT 84602
Bus. Phone: (801) 422-XXXX
Bus. Fax: (801) 422-0159
Email: username@byu.edu
- DEPARTMENT'S Technical Representative:
[Research Project Manager Name, P.E.](#)
UDOT Research Division
P.O. Box 148410
Salt Lake City, UT 84114-8410
Bus. Phone: (801) 965-XXXX
Bus. Fax: (801)-965-4551
Email: username@utah.gov

SERVICES PROVIDED BY THE CONSULTANT

(Insert Attachment C – Services Provided by Consultant – here, using the Research Division template)

FEES

LUMP SUM

1. **LUMP SUM:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the DEPARTMENT agrees to pay the CONSULTANT the sum of **Contract Amount**. In developing the Lump Sum amount, the actual allowable costs will be limited to the costs which are allowable under the Federal Acquisition Regulations in Title 48, CFR Part 31, as modified by Utah State law, administrative rules, regulations, or contract provisions.
2. **MODIFICATIONS:** In the event the DEPARTMENT requires changes of services which materially affect the scope of work or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior DEPARTMENT agreement shall be deemed **ineligible** for reimbursement for additional compensation.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will submit payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to a final review by the DEPARTMENT'S Comptroller's Office. The DEPARTMENT will make undisputed payments no later than 30-days after receiving CONSULTANT's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, the DEPARTMENT will notify CONSULTANT within 15 days of discovering the error(s). After the DEPARTMENT receives the corrected invoice, the DEPARTMENT will pay CONSULTANT within 30-days of receiving such invoice.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the DEPARTMENT due to federal funding requirements in 41 CFR § 105 – 71.123, and/or the state fiscal constraints imposed upon it as a department of state government by the Budgetary Procedures Act, Utah Code Ann. § 63J-1-101 et seq. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Revised September 20, 2017)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and subject to final review by the DEPARTMENT'S Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final retention payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract is **Contract Amount**. The Overhead (**add the following phrase for contracts with academic institutions, but not for other consultants**. – not to exceed ten percent for academic institutions –) and Fixed Fee rates have already been reviewed and determined and are included as part of the total maximum amount of this contract. Contract overruns will not be paid.
7. **COST PROPOSAL:** Prepared by the CONSULTANT and/or sub-consultant, if applicable, and reviewed and approved by the DEPARTMENT is found in Attachment C of this contract, pages **X** through **X**.

FEES

**COST PLUS A FIXED FEE
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the DEPARTMENT agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under Federal Acquisition Regulations, contained in Title 48 CFR, Part 31.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

Guest meals (meals paid by a consultant or a consultant's employee for someone other than his/her self) shall not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as **Fixed Overhead Percentage** of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

If the CONSULTANT'S normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

- (c) The fixed fee has been determined and agreed upon as **Fixed Fee Percentage** of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of **Fixed Fee Amount**. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.

2. **MODIFICATIONS:** In the event the DEPARTMENT requires changes of services which materially affect the scope or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior DEPARTMENT agreement shall be deemed ineligible for reimbursement by the DEPARTMENT.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will submit payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to a final review by the

DEPARTMENT'S Comptroller's Office. The DEPARTMENT will make undisputed payments no later than 30-days after receiving CONSULTANT's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, the DEPARTMENT will notify CONSULTANT within 15 days of discovering the error(s). After the DEPARTMENT receives the corrected invoice, the DEPARTMENT will pay CONSULTANT within 30-days of receiving such invoice.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the DEPARTMENT due to federal funding requirements in 41 CFR § 105 – 71.123, and/or the state fiscal constraints imposed upon it as a department of state government by the Budgetary Procedures Act, Utah Code Ann. § 63J-1-101 et seq. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Revised September 20, 2017)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed **Contract Amount**. Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead (**add the following phrase for contracts with academic institutions, but not for other consultants:** – not to exceed ten percent for academic institutions, prorated Fixed Fee,) and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment C, pages X through X.

FEES**UNIT PRICE**

1. **UNIT PRICE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the DEPARTMENT agrees to pay the CONSULTANT for the work performed at the unit prices reviewed and approved by the DEPARTMENT'S Project Manager. Unit Prices include Direct Labor Expenses, Payroll Additives, Indirect Expenses, and Direct Non-salary Expenses and Profit.

The costs included in the Unit Price have been reviewed and limited to the costs which are allowable under the Federal Acquisition Regulations contained in Title 48 CFR, Part 31 as modified by Utah State law, administrative rules, regulations, or contract provisions.

Guest meals (meals paid by a Consultant or Consultant's employee for someone other than his/her self shall NOT be reimbursed unless previously approved in writing by the DEPARTMENT'S Project Manager.

2. **MODIFICATIONS:** In the event the DEPARTMENT requires changes of services which materially affect the scope of work or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior agreement shall be deemed **not** covered in the compensation and time herein provided.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved completed units and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will submit payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to a final review by the DEPARTMENT'S Comptroller's Office. The DEPARTMENT will make undisputed payments no later than 30-days after receiving CONSULTANT's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, the DEPARTMENT will notify CONSULTANT within 15 days of discovering the error(s). After the DEPARTMENT receives the corrected invoice, the DEPARTMENT will pay CONSULTANT within 30-days of receiving such invoice.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the DEPARTMENT due to federal funding requirements in 41 CFR § 105 – 71.123, and/or the state fiscal constraints imposed upon it as a department of state government by the Budgetary Procedures Act, Utah Code Ann. § 63J-1-101 et seq. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Revised September 20, 2017)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after a project evaluation form has been completed, all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office.

The DEPARTMENT'S Project Managers and the DEPARTMENT'S Comptroller's Office have the right to hold the final invoice payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract is **Contract Amount**. Contract overruns will **not** be paid.

7. **COST PROPOSAL:** The Cost Proposal prepared by the CONSULTANT and reviewed and approved by the DEPARTMENT'S Project Manager can be found in Attachment C, pages X through X.

The Unit Price rates shown in the CONSULTANT'S Cost Proposal were negotiated and agreed upon by both parties of this contract. The CONSULTANT will invoice the DEPARTMENT using the negotiated unit price rates agreed upon and shown in the CONSULTANT Cost Proposal. These unit rates will be fixed for the period of this contract. Any changes must be approved by the DEPARTMENT and by written contract modification.

PROJECT RESEARCHERS DEMOGRAPHIC PROFILE

ATTENTION: This page is NOT a contract attachment

The Utah Department of Transportation is committed to equal opportunity in awarding research contracts. Providing the following demographic information on members of the research project team will help document this commitment. Please have the **PRINCIPAL INVESTIGATOR** complete the table below and send an electronic copy directly to Becki Bryce, UDOT Civil Rights, at bbryce@utah.gov. Doing so is purely voluntary. Neither the UDOT Research team nor TAC members will receive a copy. This page should **NOT** be returned to the UDOT Research Project manager along with the signed contract.

Project Name:		Contract:	
Principal Investigator(s)	Institution or Firm	Check all that apply	
		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Person with disability	<input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other
		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Person with disability	<input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other
Team Members			
		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Person with disability	<input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other
		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Person with disability	<input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other
		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Person with disability	<input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other
		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Person with disability	<input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other
		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Person with disability	<input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other