

**ADVANCED MOBILITY ON-CALL SYSTEM OPERATIONS
ADMINISTRATIVE SERVICES SUPPORT AGREEMENT**

between

THE CITY AND COUNTY OF DENVER
and
CONSOR NORTH AMERICA, INC.
Contract No. 202578679-00

THIS AGREEMENT (“Agreement”) is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a home rule municipal corporation of the State of Colorado, and **CONSOR NORTH AMERICA, INC.**, (the "Consultant"), an Oregon corporation with a principal place of business located at 6505 Waterford District Drive, Suite 470, Miami, FL 33126.

RECITALS:

WHEREAS, the City, through its Department of Transportation and Infrastructure (the “Department”) desires to secure “readily available” professional services to support the Department on an "as needed" basis; and

WHEREAS, the Consultant represents that it has the present capacity, experience and qualifications to perform advanced mobility system operations administrative support and related services for the City in connection with various City projects, as specified in this Agreement; and

WHEREAS, in response to the City’s Request for Qualifications, the Consultant submitted a Qualifications Statement for such services to the City. The Consultant and the City have negotiated a Scope of Services and Rates for such professional services, a copy of which is attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Consultant with respect to the furnishing of professional services on an on-call basis, as set forth in this Agreement. The Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City’s Executive Director of the Department of Transportation and Infrastructure (“Executive Director”) is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Executive Director hereby designates the Contract Manager, or designee(s), as the Executive Director’s authorized representative for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Consultant under this Agreement. The Executive Director expressly reserves the right to designate another authorized Consor North America, Inc.
DOTI-202578679-00

representative to perform on the Executive Director's behalf by written notice to the Consultant.

1.03 Independent Contractor. The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

1.04 Scope of Consultant's Authority. The Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

SECTION 2 – CONSULTANT'S SERVICES

2.01 General. The Consultant shall provide professional system operations administrative services as assigned by written Task Order, on an as-needed basis, in accordance with the terms and conditions of this Agreement. The Consultant's basic services shall consist of all of those services described in this Agreement and in **Exhibit A**.

2.02 Professional Responsibility; Task Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, of the City, state and federal government and all industry standards.
- (c) All professional services or deliverables provided under this Agreement shall be adequate and sufficient for the project or task and its intended purpose, as reflected in the applicable Task Order.
- (d) The Consultant shall prepare all documents as requested in a format that complies with all City, state and federal requirements. It shall be the Consultant's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (e) The reports, studies, and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the Executive Director and the user agency for any identified phase of a task, must represent a thorough study and competent solution for the task as per usual and customary professional standards and shall reflect all skills applicable to the assigned task.

- (f) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (g) The Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget:

- (a) Each task proposal will include a maximum fee. The Consultant agrees to complete the task within the limits of the approved Task Order. Should all task work exceed such cost, the Consultant agrees to complete the task at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation:

- (a) The Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned task. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City Contract Manager, or as otherwise directed by the City. If requested, the Consultant shall document conferences and distribute notes to the City.

2.05 Personnel Assignments:

- (a) The key professional personnel identified in **Exhibit C** will be assigned by the Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Consultant's services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Consultant.
- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, Certified Public Accountant (CPA) personnel in sufficient strength to meet the requirements of the City. Such personnel shall be of the classifications referenced in **Exhibit C**. The hourly rates specified in **Exhibit B** include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the task being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the parties hereto that all key professional personnel be engaged

to perform their specialty for all such services required by this Agreement and that the Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

- (f) If the Consultant or a subconsultant decides to replace any of its key professional personnel, the Consultant shall notify the Executive Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Executive Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Executive Director determines that the performance of approved key personnel or a subconsultant is not acceptable, the Executive Director shall notify the Consultant and give the Consultant the time which the Executive Director considers reasonable to correct such performance. Thereafter, the Executive Director may require the Consultant to reassign or replace such key personnel. If the Executive Director notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Executive Director's notice.
- (h) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, and the Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Consultant shall submit to the Executive Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Executive Director before they are assigned to a specific task.
- (k) The Executive Director shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Executive Director receives the list of changes. If the Executive Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services - General

- (a) The Consultant shall, under the general direction of and at the written request of the Executive Director, furnish experienced advanced mobility system operations administrative services. Subject to an express, agreed upon limitation of such

duties set forth in any approved task proposal for the particular task assigned to the Consultant under this Agreement, the Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each task to which it is assigned, and its proposal is approved.

- (b) When directed by the Executive Director to perform a particular task, the Consultant shall prepare a task specific proposal in accordance with the scope or description of Work for that task. A separate task specific proposal shall be prepared for each task for which the Consultant's services are required and shall set forth, at a minimum all of the following:
 - 1. The maximum fee for the Consultant's proposed services.
 - 2. Itemized fee breakdown.
 - 3. The additional services budget, if any, for the task.
 - 4. Any reimbursable expenses approved pursuant to paragraph 3.02.
 - 5. A detailed description of the task and scope of work (the "Work").
 - 6. A list of deliverables for the task.
 - 7. An agreed upon schedule for deliverables and completion of the Work.
- (c) Upon approval by the Executive Director of a task proposal, the approval and appropriation of funding for such Task Order, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform required Work.
- (d) The assigned Work shall be performed in conformance with the approved Task Order. The terms of this Agreement cannot be altered by Task Order.
- (e) The Consultant's basic services for each task to which it is assigned may consist of any of the services described in **Exhibit A** or services related to the services described in this Agreement.
- (f) The Consultant shall obtain written authorization from the City before proceeding with each phase of each assigned task.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City for each assigned Task Order. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of work or number of tasks assigned under this Agreement.
- (h) If a task which is assigned to the Consultant under this Agreement is funded in whole or part by federal funds, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference are incorporated into the Task Order for such task and included in the Consultant's basic services responsibilities for such task.
- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent,

consultant, subconsultant, or employee of the City.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Consultant for its services performed and expenses incurred under this Agreement and each Task Order as follows.

3.01 Basic Services: The City agrees to pay the Consultant, as compensation for any services rendered for a particular task, either the maximum fee, to be set forth in each approved Task Order, or an amount based on the Consultant's periodic invoices, whichever is less.

3.02 Reimbursable Expenses: Unless expressly authorized by the City as part of any approved Task Order or specified in **Exhibit B**, the City will not compensate the Consultant for expenses such as postage, travel, mileage, telephone, reproduction and messenger service costs incurred in connection with work performed under this Agreement. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproducible expense.

3.03 Additional Services: The Consultant shall be compensated for any previously approved additional services performed for any assigned task, subject to the terms and conditions set forth herein and an additional services budget limits for that specific task.

3.04 Invoices: The Consultant shall invoice and be paid monthly in proportion to the progress of the work on each assigned task. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement in accordance with Section 5.29. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by Task Order. Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned Task Order, shall not be made until after all Task Order work is performed and all deliverables are delivered.

3.05 Maximum Contract Amount; Funding:

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all work performed under this Agreement, shall not exceed a maximum of **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.

- (b) The Consultant further understands that this Agreement is funded, in whole or in part, with federal funds as set forth in a federal financial assistance award, attached as **Exhibit E**. The Consultant expressly understands and agrees that its rights, demands, and claims to compensation arising under this Agreement are contingent upon the City's actual receipt of such federal funds and the continued funding by the federal government. If such funds or any part thereof are not received, appropriated, or allocated by the City, the City and the Consultant may mutually amend the Agreement, or the City may unilaterally terminate this Agreement. If the federal government terminates the federal financial assistance awards, disallows the costs associated with this Agreement, or otherwise reduces the funds awarded or actually paid to the City under, the City reserves the right to make any necessary reductions to this Agreement.

3.06 Appropriation and Funding.

- (a) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it executes each Task Order. The applicable Manager or his designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on an assigned Project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific Task Order to exceed the amount appropriated for that Task Order is prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERM, TERMINATION; NOTICE TO STOP

4.01 Term. The term of this Agreement shall commence on May 1, 2025, and shall expire on April 30, 2028, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this Agreement and the term will extend until the work is completed or earlier terminated by the Executive Director. Notwithstanding the foregoing, the City, at its sole option may renew this Agreement for up to two (2) additional one (1) year terms by written amendatory agreement executed in the same manner as this Agreement.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.
- (b) The Executive Director may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory, in the sole discretion of the Executive Director. The City shall have the sole discretion to permit the Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Consultant had there been no termination for cause.
- (d) The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director or the date on which the Contractor receives the notice of termination.
- (e) If the Consultant's services are terminated, postponed or revised, or if the Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All documents relating to the administration of work completed or partially completed shall be delivered by the Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited and other documents referred to herein and assisting the City during a transition to another Consultant, if applicable.
- (h) The City has the right to issue a Notice to Stop Work ("Notice to Stop Work") if

Conсор North America, Inc.

DOTI-202578679-00

the City has reason to believe, in its sole discretion, that the federal funds for this Agreement are not available, delayed, or withheld for any reason. Upon receiving a Notice to Stop Work, the Consultant shall cease all work under the Agreement immediately, or within the time set forth in the Notice to Stop Work. Consultant shall submit an invoice for all outstanding work as soon as possible, but no later than fifteen (15) days after the date of the Notice to Stop Work or as directed in the Notice. The Consultant shall not resume work under the Agreement until it receives a Notice to Proceed (“Notice to Proceed”) from the City. A Notice to Stop Work does not terminate the Agreement.

SECTION 5 – GENERAL PROVISIONS

5.01 City’s Responsibilities.

- (a) The City shall provide available information regarding its requirements for each project, including related budgetary information, and shall cooperate fully with the Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Consultant shall notify the City in writing of any information or requirements provided by the City which the Consultant believes to be inaccurate or inappropriate to the design or construction of the project.
- (b) If the City observes or otherwise becomes aware of any fault or defect in the project or non-conformance with Contract Documents, it shall give prompt notice thereof to Consultant.

5.02 Ownership of Documents:

- (a) The City shall have title and all intellectual and other property rights, in and to all documents, and all data used in the development of the same, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of

ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.

- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all the Documents for their information and reference, and the originals of all of the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the City Manager, upon termination or expiration of this Agreement.

5.03 Taxes and Licenses: The Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Consultant shall furnish the Executive Director, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

5.04 Examination Of Records: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all time comply with Denver Revised Municipal Code 20-276.

5.05 Assignment and Subcontracting: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized

assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

5.06 No Discrimination in Employment: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

5.07 Insurance:

- (a) General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number

be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- (c) Additional Insureds: For Commercial General Liability, Auto Liability, Professional Liability, and Excess Liability/Umbrella (if required) Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation: For all coverages required under this agreement, with the exception of Professional Liability, Consultant's insurer shall waive subrogation rights against the City.
- (e) Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) Workers' Compensation/Employer's Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) Business Automobile Liability: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) Professional Liability (Errors & Omissions): Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy

shall be kept in force, or a Tail policy placed, for three (3) years for all contracts.

- (j) Cyber Liability: Consultant shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

5.08 Defense and Indemnification:

- (a) Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- (b) Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

5.09 Colorado Governmental Immunity Act: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

5.10 Federal Requirements. This Agreement is funded, in part, using federal funds from the Consor North America, Inc.
DOTI-202578679-00

Federal Highway Administration (“FHWA”). Consultant shall follow all terms and conditions contained in the FHWA funding agreement, which is attached and incorporated at **Exhibit E**.

5.11 Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 5, which precede the signature page, and the following attachments, which are incorporated herein and made a part hereof by reference:

| | |
|-----------|-----------------------------|
| Exhibit A | Consultant’s Scope of Work |
| Exhibit B | Consultant’s Rates |
| Exhibit C | Consultant’s Key Personnel |
| Exhibit D | ACORD Insurance Certificate |
| Exhibit E | Federal Award |

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in descending order:

Sections 1 through 5
 Exhibit E
 Exhibit A
 Exhibit B
 Exhibit C
 Exhibit D

5.12 When Rights and Remedies Not Waived: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

5.13 Governing Law; Venue: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

5.14. Conflict of Interest:

- (a) No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be

in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

- (b) The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.
- (c) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.
- (d) Consultants shall not use City resources for non-City business purposes. City resources include computers, computer access, telephones, email accounts, copiers, printers, office space and other City facilities and equipment. If, as a result of access to City resources or as a result of Consultant providing services pursuant to the Agreement, Consultant obtains information about potential City contracts before that information is publicly available, Consultant shall notify the City in writing. The City, in its sole discretion, will determine if Consultant obtained an unfair advantage and is therefore disqualified from proposing or bidding.

5.15 No Third-Party Beneficiaries: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

5.16 Time is of the Essence: The parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Consultant, time is of the essence.

5.17 Confidential Information:

- (a) "Confidential Information" means all information or data disclosed in written or

machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

- (b) The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.
- (c) Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.
- (d) Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (“CORA”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any

of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

5.18 Data Protection: The Contractor shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder. The Contractor shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.

5.19 Taxes, Charges and Penalties: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

5.20 Proprietary or Confidential Information:

- (a) City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential",

or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

- (b) Consultant's Information: The City agrees during the term of this Agreement and thereafter, to hold the Consultant Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the license rights granted hereunder, subject to applicable law. The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2019). In the event of a request to the City for disclosure of such information, the City shall advise Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.
- (c) Conflicts of Interest. Consultant acknowledges that as the City's Program Manager it will have access to non-public information that, if disclosed, could give proposers and bidders an unfair competitive advantage in selection processes used to award contracts. Consultant will not disclose non-public information that could give an entity an unfair advantage when competing for work. Consultant agrees to abide by written direction from the City concerning communications and interactions with contractors and consultants who may be interested in performing work on the Program. Consultant will disclose in writing any actual or potential organizational conflicts that may arise as a result of other work Consultant or its sub consultants are performing related to the Program. Consultant is responsible for monitoring its sub consultants compliance with these requirements. These requirements are not intended to, and do not, prevent Consultant from participating in industry forums, working to generate interest in projects or from communicating with entities or individuals who may be interested in working on projects in ways that do not give them an actual or perceived advantage in pursuing Program work.

5.21 Use, Possession or Sale of Alcohol or Drugs: The Consultant shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Consultant from City facilities or participating in

Conсор North America, Inc.

DOTI-202578679-00

City operations.

5.22 Disputes: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

5.23 Survival of Certain Contract Provisions. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

5.24 Advertising and Public Disclosure. The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

5.25 Legal Authority. Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

5.26 Notices. All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, to the following addresses:

| | |
|-----------------|---|
| to the City: | Department of Transportation and Infrastructure Attn: Executive Director 201 West Colfax Avenue Dept. 608 Denver, Colorado 80202 |
| with a copy to: | City Attorney's Office 201 West Colfax Avenue Dept. 1207 Denver, Colorado 80202 |

Conсор North America, Inc.
DOTI-202578679-00

to the Consultant:

Conсор North America, Inc.
6505 Waterford District Drive, Suite 470
Miami, FL 33126

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

5.27 Severability: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

5.28 Agreement as Complete Integration-Amendments: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

5.29 Compliance with Denver Wage Laws: To the extent applicable to the Consultant's provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

5.30 No Construction Against Drafting Party: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

5.31 City Execution of Agreement: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

5.32 Changes: The City may make changes to a Task Orders at any time. In the event that the City wishes to make a change, it will advise Consultant in writing of the changes. Consultant will notify the City in writing within ten (10) days of any impact the changes have on schedule or cost and provide documentation to support any requested adjustment. The City and the Consultant will

Conсор North America, Inc.

DOTI-202578679-00

then negotiate an equitable adjustment to the maximum fee and schedule. If Consultant does not notify the City within ten (10) days, of cost or schedule impacts Consultant waives the right to request additional compensation or time for the requested change.

5.33 Electronic Signatures and Electronic Records: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number:
Contractor Name:

DOTI-202578679-00
CONSOR North America, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

DOTI-202578679-00
CONSOR North America, Inc.

Signed by:

774B42A8CD884E6...
By: _____

Matthew Cass
Name: _____
(please print)
Secretary-Executive Director
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Scope of Work

General Scope of Work

Provide on-call staff augmentation to perform System Operations Administrative Services to support traffic engineering/operations and Advanced Mobility/ITS/Connected Vehicle infrastructure, software development, network environment, and Geographical Information System.

The work to be performed will be authorized at the sole discretion of DOTI through issuance of a Task Order. DOTI reserves the right to choose and subsequently control the nature, extent and timing of each Consultant work assignment depending upon the overall schedule of project work, availability of funding, Consultant qualifications and performance, and other factors. The Consultant will work closely with DOTI staff and other stakeholders identified to provide services needed to deliver successful outcomes.

Qualifications – Talent

Recruitment, Acquisition, and Retainment of Talent

At Consor, we don’t just look for talent—we are invested in growing a diverse team whose lived experiences and perspectives fuel our innovation and strengthen our connections to the communities we serve. Through initiatives like our partnerships with CareerSpring and Launchpad, we actively expand opportunities for historically underrepresented groups, including first-generation college students and those facing systemic barriers to employment. Our inclusive internship program provides structured training and mentorship to foster early-career growth, while tools like JobTarget help us reach diverse talent pools, including people with disabilities, veterans, women, and people of color. As we face shortages of STEM talent, we are also committed to supporting international professionals through visa sponsorships and creating standardized hiring practices, such as hiring manager trainings, to enable fairness and accessibility throughout the recruitment process.



Qualifications – Talent, continued

a. Recruitment Process

- Consor actively invests in a diverse talent pipeline through inclusive internship programs and partnerships with CareerSpring and Launchpad.
- The JobTarget platform is used to post on diversity-specific job boards, expanding access for underrepresented communities.
- Hiring manager training was implemented nationwide in 2024 to facilitate fairness in candidate selection.

b. Verification of Qualifications and Expertise

- Certifications, education history, degree and professional licenses are verified for employees in positions where it is a requirement.
- Standardized job descriptions were reviewed most recently in 2024 for accessibility and non-biased criteria.
- A Visa sponsorship program was established to support international STEM candidates, with 55 candidates sponsored in 2024.
- A Workforce & Hiring Dashboard is used for compliance tracking and hiring performance monitoring

99% of Consor’s work is for public agency clients

c. Rates

Compared to our Peers, Consor’s rates are very much in line with accepted industry standards. That is because nearly all of our work is for public agencies. While we provide competitive salaries to our employees, we bill our public agency clients with

audited multipliers on each employee’s hourly rate. This provides you with a transparent rate structure and one that DOTI is accustomed to from our dozens of existing contracts and task orders.

With Consor, you can rest assured that our rates are in line with public agency standards. We work diligently to provide the best balance of competitive salaries and benefits while aligning them with our public agency client expectations for fee structures.

Audited Rates

Our two largest clients in Colorado are the City and County of Denver and Colorado Department of Transportation (CDOT). CDOT procures engineering and design-related services using a qualification-based selection process. To allow that, CDOT completes an annual audit of our financial qualifications that feeds into our master pricing agreement with them. The audit carefully reviews our office’s financials to verify that overhead costs are allowable to arrive at our office’s indirect cost rate – a multiplier we use on our staff’s hourly rates. This involved but important process shapes our offices rates for not just CDOT but all our Colorado clients, giving you added trust that our augmented staff billing rates are fair and reasonable.

d. Talent Satisfaction

Key Metrics

- 60+** interns onboarded in 2024.
- 81%** response rate on the 2024 employee experience survey.
- 36.7** Employee Experience Score on the 2024 Employee Experience Survey. (This metric is similar to Employee Net Promotor Score). The benchmark for this metric is 12.3.
- 3,500** safety training courses completed annually.

2024

ENR

Top 500 Engineering Firms

#133

Staffing Model

a. Staffing Process

Our proven and robust staffing process is built with our clients’ needs in the forefront. First, we listen to your requests. When you approach us regarding a staffing need, we carefully take note of what you need to fill the position, rather than force-fitting the wrong personnel. Second, we are proactive with our staffing, so we are prepared to assist you with quick turnaround situations.

We Listen

For our many on-call contracts, we pride ourselves in a client-first approach to staffing and scoping. That starts with paying attention and responding to your needs. As your primary point of contact and Denver office lead, Ben Waldman will start by clearly understanding your needs for the position. Example questions we would ask include:

- » **Is this a full-time or part-time position?**
- » **How long do you anticipate needing this staff augmentation?**
- » **How many years of experience and what budget is available?**
- » **What skillsets are most important for the role(s)?**
- » **Will the employee be staffed at City facilities or remotely at Consor?**
- » **Is a current Consor employee a good fit or does this warrant a specific job posting and interview process?**

Proactive Staffing

Approximately half of our Denver office’s work is through on-call task orders from public agency clients, like DOTI, CDOT, RTD, Aurora, Centennial, Lakewood, Fort Collins, Windsor, Superior, Lochbuie, and many others. Because we specialize in on-call services often requiring staff augmentation in various forms, we proactively hire staff at all levels to remain ready and nimble for unexpected client needs that arise. Our Denver office has a staff of approximately 40 professionals ready to assist you, and we have plans to add four to eight more by the end of 2025. We are committed to maintaining availability to best serve you.



Staffing Model, continued

b. Assigning Sufficient Experienced Staff

We understand that DOTI has a wide range of needs from technology experts to GIS support and from program managers to administrative assistants. We have served in a variety of staff augmentation roles and have a proven approach to assigning sufficient experienced staff.

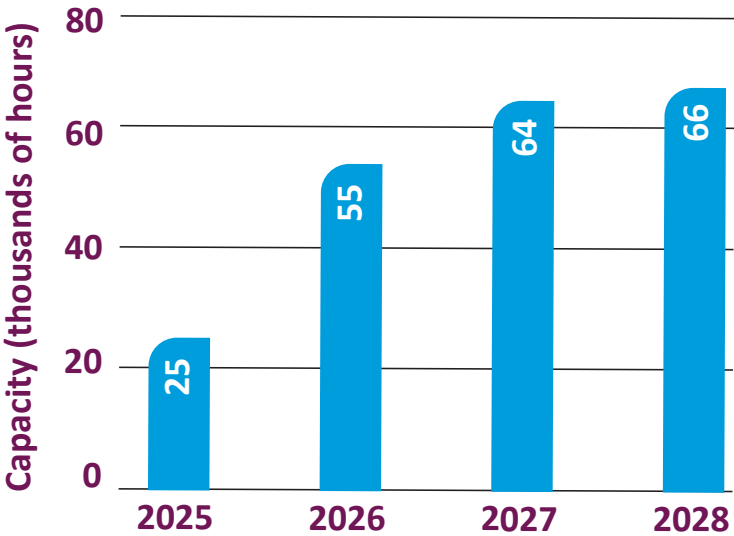
Staff Experience and Diversity

Conсор is accustomed to hiring our work force from a large range of experience, backgrounds, and skillsets. Fortunately, Conсор’s Denver office—and also on a national level—includes a wide variety of staff. Our current 40-person office includes planners, designers, traffic engineers, GIS technicians, data analysts, administrators, EITs, roadway engineers, ITS engineers, construction managers, installers, and most everything in between. If we don’t have the right person to fit your needs, we are accustomed to quickly posting, interviewing, and hiring the right person.

Sometimes the position is more flexible where a less experienced EIT recently out of school may fit your needs. Other times, you may need somebody with decades of experience. We’ve provided staff augmentation at both ends of the spectrum and all levels in between. When Denver approached Conсор with the need for a program manager to help deliver the multi-billion dollar National Western Center Complex, Conсор provided Melissa Rosas, who at the time was the owner of the Denver office. We do not shy away from bringing you the highest caliber experience and qualifications when the role demands it.

Maintaining Availability

Our specialty as a trusted on-call consultant to so many Front Range local agencies means we must remain available and nimble to quickly mobilize and fill urgent needs. Conсор is in a great position to serve you. We proactively hire staff (see previous page) before a need is apparent. But secondly, we maintain a level of availability to better serve you. Conсор’s Denver office has few long-term commitments; we select our projects carefully so that we can continue to be available to your needs, and we are intentional about maintaining staff capacity. Our Denver Conсор team coordinates workload of our employees weekly to meet the needs of our clients. Our team makes sure we have redundancy in specialized skill sets, so when one member is unavailable, we have another who can step up.



*Singularly focused on going above, below,
and beyond the surface to move people
and communities forward.*

Staffing Model, continued

c. Quality and Responsiveness

Quality and Responsiveness are at the core of our on-call and staff augmentation services. This is why DOTI has returned to Consor many times to help deliver projects and provide staff to augment its own. When we think of quality and responsiveness, that means effective communication, delivering within budget, managing concurrent roles, change management, and quality control.

Effective Communication

We will continue to engage with DOTI staff to ensure we clearly understand the staffing purpose and goals. We will then build a position understanding statement that lists the job description, staff qualifications (desired and required), responsibilities, salary range, and experience range.

Deliver Within Budget

Costs are controlled by utilizing the appropriate personnel for the position and by drawing from our depth of experience and lessons learned. Our prior experience delivering for our clients provides us with an acute understanding of how to budget and manage our resources from start to finish.

Manage Concurrent Roles

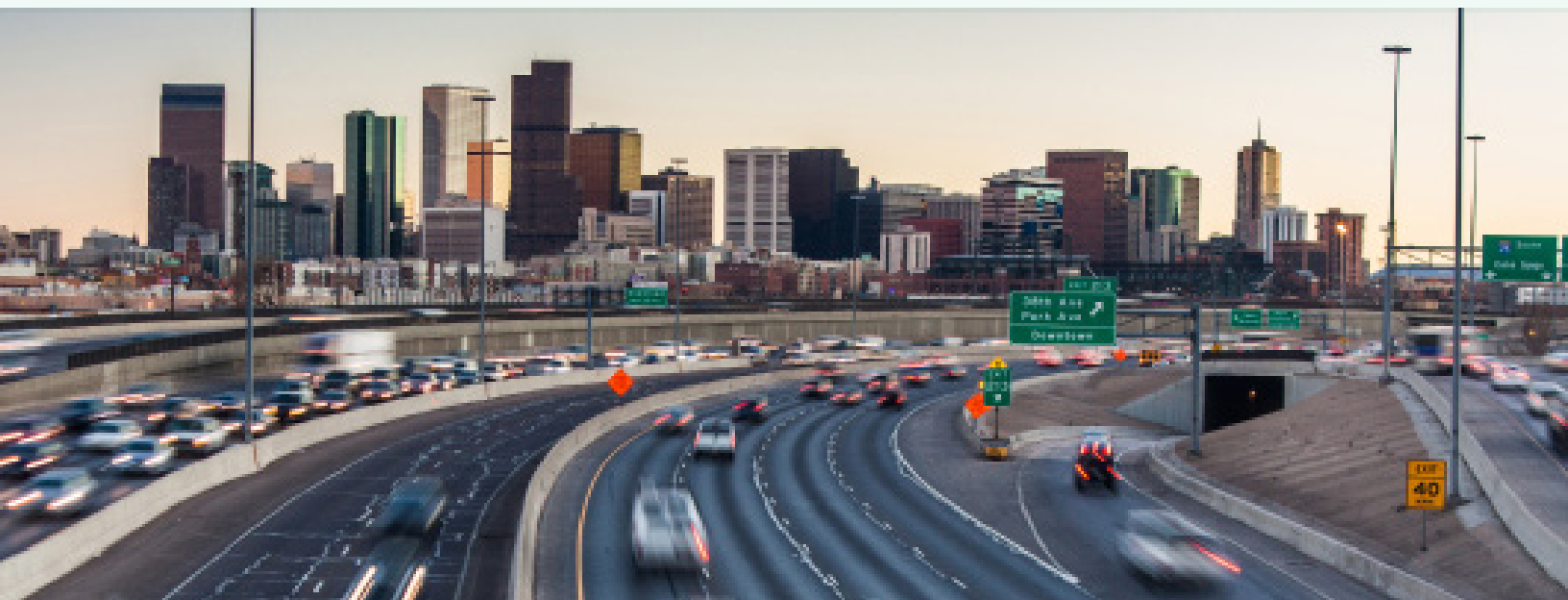
We understand that it is likely multiple roles will emerge from this on-call contract and run concurrently. Our team will implement the following strategies to make sure each task order stays on schedule and budget: establishing clear work plans and priorities, effective communication, use of project management software, and keeping ourselves accountable and with deadlines in sight. In addition, our deep bench of local and national experts means we have the resources needed to deliver.

Change Management

If any delays or acceleration needs are encountered, we will develop and implement a recovery or acceleration strategy to maintain the original role's schedule or meet the new one.

Quality Control

Quality of service means maintaining Consor's stringent quality control procedures, especially in a staff augmentation role. This means delivering a final product that we can all be proud of and that has gone through our detailed, established quality control process. Whether it is a study, analysis, PS&E package, GIS data management, CV installation, or grant preparation, we require a diligent process for reviewing, correcting, and verifying our work to save DOTI's busy team valuable time in review and correction.



Staffing Model, continued

d. Communication and Collaboration

Many of the previous sections have discussed the importance of communication and collaboration between Consor and DOTI. Two additional key components to our communications approach are maintaining a responsive, single point of contact and a 360-degree feedback system. We also have guardrails in place for removing and replacing staff.

Single Point of Contact



Ben Waldman will serve as your single point of contact for this contract and managing staff. When you have a staff augmentation need, Ben will be ready to listen to your needs and work with our broad network of technical professionals and human resources staff that can help you quickly find the staff required. He will also be your point of contact for feedback and any necessary staff adjustments as your needs change. Ben has worked in local government, serving as the traffic engineering manager at the City of Lakewood and the City of Arvada. Since then, Ben has moved into a senior leadership role, successfully leading 40 staff in the Denver office. He knows how to organize a support team and supervisory structure to ensure that any staff serving in a support role to the City is held to the same high standards to which we hold each and every Consor employee.

360-Degree Feedback

We uphold our high employee standards through communication. What sets us apart are the multiple ways we solicit feedback through a 360-degree feedback process. We check in regularly with the DOTI team and supervisors to see if the Consor staff is meeting or exceeding all expectations of the role. Second, we check in regularly with the employee to understand how the position is working, what can be improved, and whether there are any issues. This includes, at a minimum, two formal check-ins per year between the Consor supervisor and the staff-augmentation employee. This multi-faceted communication loop ensures that that voices are heard and any course-correcting action can be taken early, before it becomes a problem.

Removing/Replacing Staff

Even with a proactive communication approach and robust employee benefits, there is the reality that sometimes an employee is either not the right fit or decides to change jobs. Fortunately, we have an approach to help mitigate the impacts of this risk. First, as noted earlier, we maintain sufficient availability for all of our on-call contracts to provide our public agency clients with nimbleness, especially in the event of a sudden employee turnover. The 24 roles we are applying for are positions we regularly serve and have a deep bench of experience that can step in to fill any gaps. Second, we move quickly in advertising and filling vacant positions. Our broad recruitment process (described in detail earlier) coupled with a short yet comprehensive one-day onboarding process, means we can react quickly to fill a position when needed.



EXHIBIT B

Rates

Attachment 3 - Position Rate Sheet

Please note that Consor's standard positions and rates listed below will be used to assign an appropriate Consor staff position based on the necessary qualifications and experience of the DOTI position in Attachment 2.

| Staffing position | Hourly Rate |
|------------------------------------|-------------|
| Principal IV | \$ 315 |
| Principal III | \$ 297 |
| Principal II | \$ 277 |
| Principal I | \$ 251 |
| Senior Project Manager IV | \$ 294 |
| Senior Project Manager III | \$ 273 |
| Senior Project Manager II | \$ 257 |
| Senior Project Manager I | \$ 222 |
| Project Manager III | \$ 251 |
| Project Manager II | \$ 196 |
| Project Manager I | \$ 185 |
| Engineering Designer V | \$ 155 |
| Engineering Designer IV | \$ 133 |
| Engineering Designer III | \$ 123 |
| Engineering Designer II | \$ 116 |
| Engineering Designer I | \$ 108 |
| Senior Transportation Engineer IV | \$ 273 |
| Senior Transportation Engineer III | \$ 223 |
| Senior Transportation Engineer II | \$ 195 |
| Senior Transportation Engineer I | \$ 185 |
| Transportation Engineer III | \$ 172 |
| Transportation Engineer II | \$ 167 |
| Transportation Engineer I | \$ 157 |
| EIT IV | \$ 144 |
| EIT III | \$ 126 |
| EIT II | \$ 118 |
| EIT I | \$ 112 |
| Senior Planner III | \$ 231 |
| Senior Planner II | \$ 212 |

Attachment 3 - Position Rate Sheet, continued

| Staffing position | Hourly Rate |
|-----------------------------------|-------------|
| Senior Planner I | \$ 189 |
| Planner IV | \$ 160 |
| Planner III | \$ 151 |
| Planner II | \$ 124 |
| Planner I | \$ 99 |
| Junior Transportation Planner III | \$ 127 |
| Junior Transportation Planner II | \$ 105 |
| Junior Transportation Planner I | \$ 79 |
| Construction Manager III | \$ 207 |
| Construction Manager II | \$ 199 |
| Construction Manager I | \$ 185 |
| Construction Specialist III | \$ 168 |
| Construction Specialist II | \$ 148 |
| Construction Specialist I | \$ 135 |
| CI Level E | \$ 156 |
| CI Level D | \$ 140 |
| CI Level C | \$ 128 |
| CI Level B | \$ 116 |
| CI Level A | \$ 106 |
| Intern | \$ 66 |
| Project Administrator | \$ 138 |
| Admin Coordinator III | \$ 115 |
| Admin Coordinator II | \$ 104 |
| Admin Coordinator I | \$ 95 |

EXHIBIT C

Key Personnel

- Ben Waldman, PE – Principal-in-Charge

Attachment 2 - Staffing

We have diligently researched the typical job description and minimum qualifications for the following 24 positions. This includes the City and County of Denver's job specification as established by the City's Office of Human Resources (when available). Based on the following descriptions, Consor is confident in our ability to adequately fill and manage the following positions as described. Please note that Consor's standard positions and rates listed in Attachment 3 will be used to assign an appropriate Consor staff position based on the necessary qualifications and experience of the DOTI position.

| Staffing Position | Description | Minimum Qualifications |
|-------------------|--|---|
| Project Manager | <p>Performs professional level project management work on complex, multifaceted projects from inception to completion including the management and coordination of projects and requires a global, strategic understanding of city agencies and city policies, standards, and systems.</p> <p>Project management is a carefully planned and organized effort to accomplish a specific one-time effort/endeavor and undertaken to achieve a particular aim. Project management includes developing a project plan, defining project goals and objectives, specifying tasks, how goals will be achieved, and what resources are needed, and associating budgets and timelines for completion. It also includes implementing the project plan along with careful controls to stay on the “critical path”, to ensure the plan is being managed according to plan. Project management usually follows major phases including feasibility study, project planning, implementation, evaluation, and support/maintenance.</p> <p>This position is distinguished from the Technical Project Manager in that the Project Manager is responsible for overseeing all aspects of the project, including the budget, timeline, and resources. They are also responsible for planning and scheduling the project, ensuring that milestones are met, and managing any changes that occur during the project. Project Managers need strong organizational, communication, and problem-solving skills, as well as a strong understanding of how the non-technical aspects of the project fit together.</p> | <ul style="list-style-type: none">• Bachelor's Degree in Project Management, Engineering, Architecture, Landscape Architecture or a related field.• Dependent on the complexity and risk of the project(s), a minimum of three to 20 years of professional project management experience in the related occupational group including planning, managing, and scheduling projects and preparing and reviewing contract documents.• Knowledge of methods, principles, and tools for managing projects including acquisition and procurement+management.• Knowledge of planning, coordination, and execution of business functions, resource allocation, and production.• Knowledge of various types of contracts, techniques for contracting and procurement, contract negotiation, and administration.• Knowledge of functions, principles, methods, and techniques of public planning including those related to community planning, outdoor recreation planning, and natural resource management such as demand forecasting,environmental impact analysis, financial forecasting, and land use planning and zoning.• Knowledge of the principles, methods, and tools for conducting performance assessment to enhance and validate project performance and user acceptance.• Knowledge of the principles, methods, and tools used for risk management and mitigation including assessment of failures and their consequences. |
| GIS Analyst | <p>Performs standard level statistical and spatial analysis, Geographic Information System (GIS) mapping, Information Technology technical work supporting desktop, legacy systems, databases, and/or Information Technology GIS functions, produces relevant text and presentation graphics utilizing multiple GIS software packages and modules and applies analysis to routine situations involving a limited number of datasets (3 or less).</p> <p>The GIS Analyst is distinguished from the GIS Technician because the main responsibilities of this position involve collecting, translating, and maintaining data within multiple databases. The GIS Technician is responsible for entry level Information Technology (IT) system and software support while the GIS Analyst is responsible for standard level system and software support. In addition, the GIS Analyst is responsible for the performance of standard level statistical and spatial analysis and GIS mapping</p> | <ul style="list-style-type: none">• Bachelor’s Degree in Geography, Urban Planning, Engineering, GIS, Geology, Computer Science, Information Technology, Cartography, Landscape Architecture, Remote Sensing or a related field.• Two (2) years of hands-on experience at the type and level of a GIS Technician.• Knowledge of computer hardware and software sufficient to be able to perform a variety of duties as needed.• Knowledge of geographic information systems sufficient to be able to perform a variety of duties related to the work assignment.• Knowledge of information technology hardware and software sufficient to be able to perform basic functions, troubleshoot problems, and perform data entry and retrieval.• Knowledge of training techniques sufficient to be able to train technicians to perform the duties of the work assignment.• Skill in checking information for accuracy and completeness and correcting errors.• Skill in computing geometric areas.• Skill in establishing and maintaining effective working relationships with other employees, organizations and the public.• Skill in evaluating existing policies, procedures, and objectives and recommending changes for improvement.• Skill in exercising initiative, judgment, and decision making in solving problems and meeting organizational objectives.• Skill in independently adapting, interpreting and applying written guidelines, precedents and standardized work practices to a variety of unprecedented or problematic situations.• Skill in performing GIS database backups.• Skill in reading and interpreting detailed geographical maps.• Skill in using geographical databases.• Skill in utilizing the principles and practices of effective and persuasive communications to elicit and/or present explanatory or interpretive information. |

Attachment 2 - Staffing, continued

| Staffing Position | Description | Minimum Qualifications |
|-------------------|--|---|
| GIS Technician | <p>Performs standard level technical support work compiling, verifying, maintaining and inputting information into multiple databases; utilizes Geographic Information System (GIS) software and hardware to digitize and enter data.</p> <p>Performs entry level Information Technology (IT) technical work supporting desktop, legacy system, database, and/or IT GIS functions. Generates schematics, maps and plats from data in order to provide information regarding different infrastructure systems.</p> <p>Responsibilities involve collecting, translating, and maintaining data within multiple databases. The GIS Technician is distinguished from the GIS Analyst, because this position is responsible for performing standard level statistical and spatial analysis and GIS mapping. A GIS Technician may perform basic geographic analysis and map production under well established guidelines where work in under continual review.</p> | <ul style="list-style-type: none">• Graduation from high school or the possession of a GED, HiSET or TASC Certificate.• Four (4) years of hands on experience working with geographical or land information systems to input and present agency or client data.• Knowledge of computer systems sufficient to be able to perform a variety of duties related to the work assignment.• Knowledge of databases sufficient to be able to perform a variety of duties related to the work assignment.• Knowledge of GIS and GIS software sufficient to be able to perform a variety of duties related to the work assignment.• Knowledge of information technology hardware and software sufficient to be able to perform basic functions and troubleshoot problems.• Skill in comparing two or more sources of information for consistency.• Skill in constructing and interpreting maps and grid references.• Skill in examining information related to the work assignment for completeness, correctness and accuracy.• Skill in using computers for data entry and retrieval.• Skill in using desktop computer software for data entry and retrieval.• Skill in utilizing a geographical database.• Skill in visual speed and accuracy sufficient to learn new information regarding information technology.• Ability in numerical reasoning sufficient to learn new information regarding information technology.• Ability in reasoning sufficient to learn new information regarding information technology.• Ability in symbolic reasoning sufficient to learn new information regarding information technology. |
| Technical Writer | <p>Responsible for creating, editing, and maintaining clear, concise, and accurate technical documentation related to city projects, policies, procedures, and technologies. This role requires a strong understanding of technical writing principles, the ability to translate complex information into accessible language, and excellent communication skills.</p> <p>Develop and maintain a wide range of technical documentation, including: reports, technical manuals and user guides, training materials, specifications, test plans, presentations, white papers, website content and online help systems, grant proposals and applications, and regulatory compliance documents. Researches and gathers technical information through interviews with subject matter experts (SMEs), reviewing existing documentation, and consulting relevant industry standards. Writes, edits, and proofreads documents for clarity, accuracy, consistency, and adherence to city style guidelines and branding. Collaborates with engineers, project managers, technicians, and other stakeholders to ensure documentation accurately reflects project requirements and technical specifications. Creates and incorporates graphics, diagrams, charts, and other visual aids to enhance understanding.</p> | <ul style="list-style-type: none">• Bachelor’s degree in Technical Writing, English, Communications, Engineering, or a related field of study.• Three (3) years of experience in technical writing, preferably in a government or engineering environment.• Proficiency in using technical writing tools such as Microsoft Office and Adobe Acrobat.• Knowledge of basic engineering principles and terminology, particularly related to transportation infrastructure.• Excellent writing, editing, and proofreading skills with a strong command of grammar, punctuation, and style. Ability to write clearly, concisely, and accurately for a variety of audiences. |
| Grant Writer | <p>Responsible for researching, developing, writing, and submitting grant proposals to secure funding from federal, state, local, and private sources to support City projects and initiatives. This position requires excellent writing, communication, and organizational skills, as well as a thorough understanding of grant funding processes.</p> <p>Identify and research potential grant opportunities from federal, state, local, and private funding sources that align with the City’s strategic goals and priorities. Monitor grant funding trends and opportunities related to transportation infrastructure, safety, sustainability, and innovation. Maintain a database of potential funding sources, deadlines, and application requirements. Develop compelling and persuasive grant proposals that effectively communicate the City’s needs, project goals, and anticipated outcomes. Collaborate with City staff, including engineers, planners, project managers, and finance personnel, to gather information and develop project budgets. Prepare and submit complete and accurate grant applications by established deadlines. Track the status of submitted grant applications and maintain communication with funding agencies. Work with City staff to ensure compliance with grant reporting requirements. Maintain accurate records of all grant-related activities.</p> | <ul style="list-style-type: none">• Bachelor’s degree in English, Communications, Public Administration, Urban Planning, Engineering, or a related field.• Three (3) years of experience in grant writing.• Demonstrated success is securing grant funding.• Knowledge of grant writing principles, techniques, and best practices.• Knowledge of federal, state, and other grant programs related to transportation and technology infrastructure.• Knowledge of basic engineering principles and terminology, particularly related to transportation infrastructure.• Excellent writing, editing, and proofreading skills with a strong command of grammar, punctuation, and style. Ability to write clearly, concisely, and accurately for a variety of audiences. |

Attachment 2 - Staffing, continued

| Staffing Position | Description | Minimum Qualifications |
|----------------------------|---|--|
| Administrative Support | <p>Performs specialized and/or technical office support work that requires detailed knowledge of the specialized/technical area.</p> <p>Possess a detailed working knowledge of complex procedures, regulatory guidelines, codes, ordinances, and/or other technical/legal requirements. Requires a comprehensive knowledge of office practices and procedures and a specialized knowledge of the policies, procedures, and practices applicable to the assigned area. Interprets and applies regulatory guidelines, laws, and/or procedures to specific situations. Considerable independent judgment is required to determine and evaluate facts and make decisions without the benefit of direct guidance or supervisory review where the cost of correcting errors could be substantial in either time or money. Responds to sensitive inquiries and problems related to the specialized/technical area and resolves problems by making reliable decisions.</p> | <ul style="list-style-type: none">• Graduation from high school or the possession of a GED, HiSET or TASC Certificate.• Dependent on the complexity of the position, zero to three (0-3) of full performance office support/clerical work• Knowledge of standard office practices and procedures sufficient to be able to process various types of paper work associated with office support duties.• Skill in typing.• Kkill in utilizing computer software to accomplish a variety of tasks. |
| General Technical Services | <p>Serves as a key point of contact for technical inquiries, troubleshooting issues, and ensuring the smooth operation of the City’s technology systems or other technical service area. Works closely with various departments and technical teams to maintain and improve the efficiency of the City’s operations.</p> | <ul style="list-style-type: none">• Bachelor’s Degree in Engineering.• Two (2) years experience in associated technical service.• Knowledge of planning, coordination, and execution of business functions, resource allocation, and production.• Knowledge of budgeting principles and practices sufficient to be able to assume budgetary responsibilities as required.• Knowledge of the concepts, principles, theories, and methods required to plan, design, construct, operate, and maintain transportation facilities.• Knowledge of the principles, methods, and tools for conducting performance assessment to enhance and validate project performance and user acceptance. |
| Graphic Designer | <p>Creates visual text and imagery concepts using various computer software to communicate ideas. Develop the overall layout and production design for advertisements, brochures, newsletters, reports, pamphlets, displays, logos and web design.</p> <p>Creates designs, concepts, and sample layouts based on knowledge of layout principles and aesthetic design concepts. Uses design-, photo-, and video software to generate new images and other visual communication content.</p> <p>Completes video/photo projects to storyboard, plan, script-write, shoot/film, edit, produce and proof videos for a wide range of media platforms, including the city’s website and social media platforms. This includes animated videos. Collaborates with various city departments and community members to obtain footage and/or photographs, with usage rights or permissions. This may include serving as the photographer taking photos around Denver.</p> | <ul style="list-style-type: none">• Bachelor’s Degree in Visual Communications, Graphic Arts, Graphics Design, Multimedia Design or a related field of study.• Three (3) years of experience in graphic design or developing visual materials or signage design. Two of the three years must be experience in computer aided design and publication.• Knowledge of design techniques, tools, and principles involved in production precision technical plans, blueprints, drawings, and models.• Knowledge of the theory and techniques required to compose, produce, and perform works of visual arts and designs.• Knowledge of video production and storytelling best practices (pre-production through post-production).• Knowledge of ADA requirements for electronic communication and documents. |
| Evaluation Lead | <p>Leads and manages the evaluation of City programs, projects, and initiatives to ensure effectiveness, efficiency, and accountability.</p> <p>Develop and implement evaluation plans for City programs, projects, and initiatives, aligning with the City’s strategic goals and priorities. Design evaluation frameworks, including logic models, performance metrics, and data collection methods. Develop evaluation questions that address key program effectiveness and efficiency. Identify and select appropriate evaluation methodologies, including quantitative and qualitative approaches. Oversee the collection of data from various sources, including surveys, interviews, focus groups, administrative records, and performance reports. Analyze quantitative and qualitative data using statistical software and qualitative data analysis techniques. Ensure data quality and integrity through data validation and cleaning processes. Interpret data findings and draw meaningful conclusions. Prepare comprehensive evaluation reports that summarize findings, conclusions, and recommendations. Present evaluation results to City leadership, stakeholders, and the public. Develop data visualizations to effectively communicate evaluation findings. Disseminate evaluation results through presentations, reports, and online platforms.</p> | <ul style="list-style-type: none">• Bachelor’s Degree in engineering, statistics, urban planning, or a related field.• Three (3) years of experience in program evaluation, research, or data analysis.• Knowledge of evaluation methodologies.• Knowledge in quantitative and qualitative evaluation.• Skilled in communication and report writing.• Skilled in stakeholder engagement. |

Attachment 2 - Staffing, continued

| Staffing Position | Description | Minimum Qualifications |
|---|---|---|
| Evaluation Specialist Statistical Analysis | <p>Gathers historical data and performs a variety of statistical analyses to assist management in evaluating operations and performance. Creates databases, assists with implementation of research methodologies and calculations of mathematical functions and generates statistical analyses. Interprets findings for trends, patterns and projections and prepares reports which include designing charts, graphs, plots and maps. Utilizes a variety of software to obtain statistical outputs for analyses of the organization's operations and other studies.</p> <p>Statistics is the science and practice of developing knowledge through the use of empirical data expressed in quantitative form. It is based on statistical theory which is a branch of applied mathematics. Statistics is concerned with collecting and processing data, summarizing information, estimating descriptive constants (parameters), discovering empirical laws, testing hypotheses, and designing experiments in such a way that valid inferences can be drawn from empirical evidence.</p> | <ul style="list-style-type: none">• Bachelor's Degree in Engineering, Statistics, Computer Science or a related field.• One (1) year of experience in a technical support function performing a variety of statistical analyses and research which included the use of automated applications.• Knowledge of descriptive and inferential statistics sufficient to be able to analyze data and prepare charts and graphs.• Knowledge of mathematics sufficient to be able to perform statistical computations and prepare reports.• Knowledge of research methods and techniques sufficient to be able to determine and devise appropriate data survey and collection instruments, data interpretation procedures and analytical methodologies to be utilized.• Skill in using computers and a variety of software to perform statistical analysis. |
| Project Coordinator | <p>Performs administrative support work organizing the administrative aspects for a project, develops and establishes work processes and procedures to deliver project services, evaluates effectiveness of project services and efficiency of processes, and implements prescribed project guidelines and objectives.</p> <p>Monitors and reviews while assisting with the design, organization, establishment and evaluation of work processes to fulfill project objectives. Conducts reviews of existing policies, procedures, and directives and recommends revisions or additions when necessary. Explains policies, processes, applicable laws, rules, regulations, and guidelines specific to a project to resolve problems, functions as an information clearinghouse for project questions, and provides information and advice to current and potential project participants on project issues and requirements. Coordinates action where several organizational entities are involved and follows up to ensure that all details and requirements are met.</p> | <ul style="list-style-type: none">• Graduation from high school or the possession of a GED, HiSET or TASC Certificate.• Five (5) years of technical or administrative experience performing standard research and evaluation, case management, and/or implementing work processes.• Skill in applying existing guidelines or recommending new approaches to the development and modification of work plans, methods, and procedures for the work unit or function.• Skill in prioritizing and scheduling work to allow for its efficient and effective completion.• Skill in reviewing work for accuracy and completeness. |
| Technical Trainer | <p>Performs full performance level training work by conducting classroom and on-the-job training for employees on the methods, techniques, and procedures associated with their work assignment, develops training curriculum and materials, and evaluates the effectiveness on the training program.</p> <p>Designs, develops, and presents agency specific training programs including classroom and on-the-job training, determines appropriate learning objectives and methodology to be used, develops course curriculums, and reviews course content with managers and subject matter experts. Develops appropriate assessment tools to collect the necessary information for assessing learning needs and determining the most suitable instructional design and content. Evaluates student progress using written examinations and/or practical examinations and adjusts teaching approaches to accommodate students’ needs. Consults with staff members and managers to determine if training programs are meeting the needs of the agency.</p> | <ul style="list-style-type: none">• Graduation from high school or the possession of a GED, HiSET or TASC Certificate.• Three (3) years of technical experience performing the associated skills appropriate for the training program.• Customer Service – Interacts with customers in a friendly and professional manner, works to resolve issues quickly and effectively, and is knowledgeable about products and services.• Decision Making – Specifies goals and obstacles to achieving those goals, generates alternatives, considers risks, and evaluates and chooses the best alternative in order to make a determination, draw conclusions, or solve a problem.• Interpersonal Skills – Shows understanding, friendliness, courtesy, tact, empathy, cooperation, concern, and politeness to others and relates well to different people from varied backgrounds and different situations• Oral Communication – Expresses information to individuals or groups effectively; taking into account the audience and nature of the information; makes clear and convincing oral presentations; listens to others, attends to nonverbal cues and responds appropriately.• Problem Solving – Identifies problems; determines accuracy and relevance of information; uses sound judgment to generate and evaluate alternatives, and to make recommendations.• Teaching Others – Helps others learn through formal or informal methods; identifies training needs; provides constructive feedback; coaches others on how to perform tasks; acts as a mentor. |

Attachment 2 - Staffing, continued

| Staffing Position | Description | Minimum Qualifications |
|-------------------------------|--|---|
| Telecommunications Technician | <p>Performs full performance level duties installing, repairing, and troubleshooting of fiber optic cable and underground junction boxes and conduit. Handles the most complex assignments and situations that arise.</p> <p>Install, maintain/repair and troubleshoot fiber optic cable, and underground junction boxes and conduit that supports the system outside plant fiber optic infrastructure by utilizing specialized equipment, devices, and processes. Analyze traces on a networkwide system to address issues, outages, buildout, and fiber breaks. Designs cable placement, splicing and needed fiber count to determine the ideal build out of the network. Designs redundant, resilient and secure circuits to different end points. Designs and updates splice diagrams. Splices outside plant optical fiber together mechanically or with the help of a fusion splicer, terminates and tests the outside plant optical fiber with specialized equipment and devices, fiber enclosures, troubleshooting fiber optic cable, utilize load transmission readings, extensive span shot readings, cable placement, install patches, test patch cords, install radios for fiber cable bridges, install CAT5 cabling, and verify connectivity. Utilizes utilize Autodesk, Arc GIS, Vizio, excel and word documents to document the communications infrastructure and routinely edit the Autodesk overview map that is used to archive the cable routes. Produce, utilize and protect each glass strand that is fusion spliced (welded) together to create a single, un-broken, continuous strand of glass. Design and plan the routes for the glass strands. Research, select, recommend procurement, receive, and manage all electronic devices used for Fiber Optic trade work such as fusion devices, test equipment, and affiliated tooling. source and manage an inventory of hardware materials needed within the infrastructure. Monitor the devices that actively support the infrastructure and responsible for the steady communications link to each. Document the existence of the infrastructure and discuss the current health, and future growth of the communications infrastructure.</p> | <ul style="list-style-type: none">• Graduation from high school or the possession of a GED, HiSET or TASC Certificate.• Two (2) years of full performance experience performing maintenance, repair and installation of fiber optic cabling.• Knowledge of information technology sufficient to be able to perform maintenance, repair and installation of communications systems. |
| Traffic Engineering/ Engineer | <p>Performs professional engineering work on a variety of traffic engineering assignments with emphasis placed upon the application of engineering mathematics, principles, and practices on all phase of routine/moderately difficult engineering projects/assignments.</p> <p>Performs professional engineering work on a variety of routine engineering projects and assignments, which includes reviewing construction plans and designs for conformance and compliance, providing technical engineering support and guidance, coordinating project phases, and recommends solutions to routine engineering issues and problems. Works with stakeholders both internal and external to the city, which includes attending neighborhood meetings, working with intergovernmental organizations, interacting with utility companies, other city agencies and departments, elected officials, and works with consultants and contractors. Assists with and prepares project bid materials and cost estimates, which includes evaluating bid qualifications and proposals, and works with stakeholders on project designs, concepts, and timeframes for project completion. Prepares project budgets in the planning and design phase, monitors project budgets and expenditures throughout construction, and ensures project deliverables stay on-time and target, ensures quality control, and the project stays on budget. Performs project management work which includes monitoring overall construction and design, tracking project schedules, overseeing costs and expenses, ensuring compliance and conformance to engineering standards within contract specifications, and confers with management on risks, costs, and allocation of resources within the various phase of the project. Participates in design and construction coordination meetings involving private development projects and city capital improvement projects to ensure timely approval and completion of projects. Designs routine right-of-way traffic control systems and reviews roadway construction project plans that impact signs, markings, street lights, and traffic signals to ensure compliance with traffic control device requirements. Reviews and evaluates blueprints, architectural drawings, design plans, and project development documents for permits, which includes the review and approval of traffic control plans for street occupancy permits.</p> | <ul style="list-style-type: none">• Bachelor's Degree in Engineering.• Two (2) years experience as a Traffic Engineer.• Knowledge of planning, coordination, and execution of business functions, resource allocation, and production.• Knowledge of budgeting principles and practices sufficient to be able to assume budgetary responsibilities as required.• Knowledge of various types of contracts, techniques for contracting and procurement, contract negotiation, and administration.• Knowledge of the concepts, principles, theories, and methods required to plan, design, construct, operate, and maintain transportation facilities.• Knowledge of the principles, methods, and tools for conducting performance assessment to enhance and validate project performance and user acceptance. |

Attachment 2 - Staffing, continued

| Staffing Position | Description | Minimum Qualifications |
|-------------------------------|--|--|
| Traffic Engineer | <p>Performs professional engineering work on a variety of traffic engineering assignments with emphasis placed upon the application of engineering mathematics, principles, and practices on all phase of routine/moderately difficult engineering projects/assignments.</p> <p>Performs professional engineering work on a variety of routine engineering projects and assignments, which includes reviewing construction plans and designs for conformance and compliance, providing technical engineering support and guidance, coordinating project phases, and recommends solutions to routine engineering issues and problems. Works with stakeholders both internal and external to the city, which includes attending neighborhood meetings, working with intergovernmental organizations, interacting with utility companies, other city agencies and departments, elected officials, and works with consultants and contractors. Assists with and prepares project bid materials and cost estimates, which includes evaluating bid qualifications and proposals, and works with stakeholders on project designs, concepts, and timeframes for project completion. Prepares project budgets in the planning and design phase, monitors project budgets and expenditures throughout construction, and ensures project deliverables stay on-time and target, ensures quality control, and the project stays on budget. Performs project management work which includes monitoring overall construction and design, tracking project schedules, overseeing costs and expenses, ensuring compliance and conformance to engineering standards within contract specifications, and confers with management on risks, costs, and allocation of resources within the various phase of the project. Participates in design and construction coordination meetings involving private development projects and city capital improvement projects to ensure timely approval and completion of projects. Designs routine right-of-way traffic control systems and reviews roadway construction project plans that impact signs, markings, street lights, and traffic signals to ensure compliance with traffic control device requirements. Reviews and evaluates blueprints, architectural drawings, design plans, and project development documents for permits, which includes the review and approval of traffic control plans for street occupancy permits.</p> | <ul style="list-style-type: none">• Bachelor's Degree in Engineering.• Two (2) years experience as a Traffic Engineer.• Knowledge of planning, coordination, and execution of business functions, resource allocation, and production.• Knowledge of budgeting principles and practices sufficient to be able to assume budgetary responsibilities as required.• Knowledge of various types of contracts, techniques for contracting and procurement, contract negotiation, and administration.• Knowledge of the concepts, principles, theories, and methods required to plan, design, construct, operate, and maintain transportation facilities.• Knowledge of the principles, methods, and tools for conducting performance assessment to enhance and validate project performance and user acceptance. |
| Traffic Signal Technician III | <p>Performs full performance level work as a member of a traffic signal crew responsible for the installation, construction, maintenance and repair of traffic control systems, with this classification focusing on troubleshooting and configuring traffic control systems with independence and in support of and with awareness of work programs.</p> <p>Participates on teams or crews to install, construct, maintain, and repair traffic signal systems and devices, which includes wiring, conduit, poles, signal heads, controllers, switches, and vehicle detectors under the direction of a supervisor. Troubleshoots, diagnoses, and repairs traffic signal device malfunctions, and evaluates equipment problems by interpreting blueprints, schematics, and wiring diagrams. Installs and maintains signal controller cabinets, video and data modems, and CCTV and autoscope cameras systems and control equipment. Performs software updates for controllers, modems, cameras, and display equipment. Install fiber optic cables, underground conduit lines, junction boxes, and traffic control devices. Inspects, removes, and repairs signal control and auxiliary equipment such as traffic signal controllers and cabinets vehicle and pedestrian head assemblies, and lighting and circuitry devices and systems. Adjusts, repairs, replaces, and modifies electric, electronic, and mechanical components, controllers, relays, switches, fuses, timers, and other related parts and equipment. Investigates complaints and reports of defective traffic signals and associated equipment. Installs, maintains, and repairs, vehicle identification and detection systems. Monitors and programs traffic signal timing controllers and makes necessary adjustments. Coordinates repairs with contractors and other City departments to ensure work is properly completed within standards and codes.</p> | <ul style="list-style-type: none">• Graduation from high school or the possession of a GED, HiSET or TASC Certificate.• IMSA Traffic Signal Level II Certification or equivalent is required at the time of application.• Obtain IMSA Traffic Signal Level III Certification in Field within one (1) year of hire or promotion as designated by management.• By position, requires a valid Commercial Driver's License (CDL ""B""") with appropriate endorsements by the end of probation.• Knowledge of electrical equipment, components, instruments, electrical systems, including installation, testing, uses, repair, and maintenance.• Knowledge of electronic theory, circuits, components, and material properties (excluding computers.• Knowledge of machines and tools including their designs, installation, uses, repair, and maintenance.• Knowledge of materials, methods, and the appropriate tools to construct objects, structures, and buildings.• Knowledge of procedures for operating motor vehicles including cars, trucks, or watercraft.• Knowledge of safety hazards and necessary safety precautions sufficient to be able to establish a safe work environment for self and others. |

Attachment 2 - Staffing, continued

| Staffing Position | Description | Minimum Qualifications |
|-------------------------|--|---|
| Data Scientist | <p>Performs specialized, professional level data analyst work that requires application of a unique or specialized knowledge or skillset outside of data science engaged in analytical assessments and evaluations of local government functions and activities by providing analytical and methodological support to the Department/ Agency.</p> <p>Analyzes large complex datasets and databases for delivering insightful analyses, conducting risk analyses, performance assessment, or providing assurance. Provides methodological advice and guidance with the use of data science tools to complete advanced data analytics, statistical analysis, performance assessments, efficiency, and quality related to audits, projects, or other needs. This could include, but is not limited to, assessing the effectiveness, efficiency, public policy assessment, governance, internal control, and compliance objectives as defined by applicable standards. Leads the visualization, interpretation, and presentation of complex analyses. Serves as an SME regarding analysis, reporting, interpretation, and presentation.</p> | <ul style="list-style-type: none">• Bachelor's Degree in Engineering, Computer Science, Data Science, Information Systems, Statistics, Actuarial Science, Business Administration, or other related field.• Three (3) years of data analytics experience.• Ability to ensure that work activities fully comply with the Department/Agency’s operating policies and procedures.• Advanced knowledge of data lifecycle, data validation, data standards, structured data storage, machine learning, business charts and graphs, applied statistics, and project management techniques and practices• Experience in data processing, database programming, and data analytics.• Strong SQL and proven data analytics skills including mining data, extract/transform/load, data cleansing, interpreting results, descriptive and inferential statistics, and trend analysis.• Ability to adapt to new technologies, languages, and frameworks.• Strong interpersonal skills, multi-tasking and time management skills enable you to quickly gain trust and deliver effectively towards deadlines. |
| Senior Traffic Engineer | <p>Performs full performance professional level engineering work on a variety of large and complex engineering projects and assignments from inception to completion, where an emphasis is placed on the application of engineering principles and practices.</p> <p>Performs full performance professional level engineering work on a variety of large and complex engineering projects and assignments from inception to completion, which includes reviewing construction plans and designs for conformance and compliance, providing technical engineering oversight and guidance, coordinating project phases, and recommends solutions to complex engineering issues and problems. Works with stakeholders both internal and external to the city, which includes attending neighborhood meetings, working with intergovernmental organizations, interacting with utility companies, other city agencies and departments, elected officials, and works with consultants and contractors. Prepares project bid materials and cost estimates, which includes evaluating bid qualifications and proposals, and works with stakeholders on project designs, concepts, and timeframes for project completion. Acts as a team lead on projects and assignments, coordinates the work for contractors and consultants, assists inspectors with difficult or unusual code compliance issues, keeps team member focused on tasks and assignments, and allocates resources effectively. Oversees and directs design and construction coordination meetings involving private development projects and city capital improvement projects to lead the development process and ensure the timely approval and completion of projects. Designs capital improvements projects involving the public right-of-way, traffic control systems, storm and wastewater drainage infrastructure. Prepares project budgets in the planning and design phase, determines work plans and schedules, monitors project budgets and expenditures throughout construction, and ensures project deliverables stay on-time and target, ensures quality control, and the project stays on budget. Performs project management work on complex projects, which includes monitoring overall construction and design, tracking project schedules, overseeing costs and expenses, ensuring compliance and conformance to engineering standards within contract specifications, and confers with management on risks, costs, and allocation of resources within the various phase of the project.</p> <p>Reviews and evaluates blueprints, architectural drawings, design plans, and project development documents for permits, which includes the review and approval of traffic control plans for street occupancy permits. Designs complex right-of-way traffic control systems and reviews roadway construction project plans that impact signs, markings, street lights, and traffic signals to ensure compliance with traffic control device requirements. Prepares a variety of engineering studies, correspondences, and reports, for wastewater and storm drainage projects, capital improvements projects, prepares feasibility studies, conducts traffic control studies, reviews consultant proposals and contracts, develops project communications plans. Reviews projects to ensures compliance with engineering codes and standards, monitors projects for quality, identifies strategies to overcome barriers, ensures materials comply with project specifications, reviews calculations, and performs field and site inspections.</p> | <ul style="list-style-type: none">• Bachelor's Degree in Engineering.• Three (3) years of professional traffic engineering work experience after obtaining a Professional Engineering (PE) license.• Knowledge of planning, coordination, and execution of business functions, resource allocation, and production.• Knowledge of budgeting principles and practices sufficient to be able to assume budgetary responsibilities as required.• Knowledge of various types of contracts, techniques for contracting and procurement, contract negotiation, and administration.• Knowledge of the concepts, principles, theories, and methods required to plan, design, construct, operate, and maintain transportation facilities.• Knowledge of the principles, methods, and tools for conducting performance assessment to enhance and validate project performance and user acceptance." |

Attachment 2 - Staffing, continued

| Staffing Position | Description | Minimum Qualifications |
|--|--|---|
| Senior Smart Mobility Engineer | <p>"Contribute to the planning, design, implementation, and operation of connected vehicle technologies and applications throughout the city.</p> <p>The Smart Mobility Engineer will be responsible for providing technical expertise in areas such as vehicle-to-infrastructure (V2I) communication, data management, cybersecurity, and system integration. This position requires a strong understanding of connected vehicle technologies, communication protocols, and transportation engineering principles. Participate in the design, development, and deployment of connected vehicle systems and applications, including roadside units (RSUs), on-board units (OBUs), and central management systems. Plan and conduct testing and evaluation of connected vehicle systems and applications in both laboratory and field environments. Develop and implement data management strategies for connected vehicle data. Collaborate with City staff, consultants, vendors, and other stakeholders to implement connected vehicle projects.</p> | <ul style="list-style-type: none">• Bachelor's Degree in Electrical Engineering, Computer Engineering, Transportation Engineering, or a related field.• Two (2) years of connected vehicle experience, and 10 years of engineering experience related to transportation or technology.• Knowledge of connected vehicle technologies.• Knowledge of communication protocols such as Dedicated Short-Range Communications (DSRC), Cellular Vehicle-to-Everything (C-V2X), and TCP/IP.• Knowledge of wireless networking technologies, including Wi-Fi, cellular, and Bluetooth.• Knowledge of cybersecurity principles and best practices for connected vehicle systems.• Knowledge of database management systems and data analysis tools. |
| Connected Vehicle Senior Systems Architect | <p>Lead the design, development, and integration of complex connected vehicle systems across the city. This role will be responsible for defining the overall architecture of the city's connected vehicle ecosystem, ensuring interoperability between different systems, and providing technical leadership to a team of engineers and developers. The Senior Systems Architect will play a critical role in shaping the future of transportation in the city by leveraging connected vehicle technologies to improve safety, efficiency, and sustainability.</p> <p>Define and maintain the overall architecture of the City's connected vehicle ecosystem, including back-end data systems. Develop and document system standards and guidelines for connected vehicle systems. Evaluate and recommend emerging technologies and architectural patterns for connected vehicle applications. Define system interfaces and data exchange protocols to ensure interoperability between different CV systems. Provide technical leadership and guidance to project teams on architectural decisions. Develop and implement data management strategies for connected vehicle data. Collaborate with City staff, consultants, vendors, and other stakeholders to implement connected vehicle projects.</p> | <ul style="list-style-type: none">• Bachelor's Degree in Electrical Engineering, Computer Engineering, Computer Science, or a related field.• 10 years of professional experience in systems architecture.• Knowledge of communication protocols, cybersecurity, data management, and system integration• Knowledge of communication protocols such as Dedicated Short-Range Communications (DSRC), Cellular Vehicle-to-Everything (C-V2X), and TCP/IP.• Knowledge of wireless networking technologies, including Wi-Fi, cellular, and Bluetooth.• Knowledge of cybersecurity principles and best practices for connected vehicle systems.• Knowledge of database management systems and data analysis tools." |
| Connected Vehicle Applications Developer | <p>Design, develop, test, and deploy innovative applications that leverage connected vehicle data to improve transportation safety, efficiency, and sustainability within the city. This developer will be responsible for building software solutions that connect vehicles, infrastructure, and users, enabling new capabilities. Integrate connected vehicle applications with existing and proposed City systems and data sources. Develop and execute comprehensive test plans to ensure the quality and reliability of connected vehicle applications. Collaborate with City engineers, planners, and other stakeholders to define application requirements and specifications.</p> | <ul style="list-style-type: none">• Bachelor's Degree in Engineering, Computer Science, Software Engineering, or a related field.• Three (3) years of professional experience in software development or ITS.• Knowledge of programming languages.• Knowledge of software development principles, methodologies, and best practices.• Knowledge of database management systems and data analysis tools. |
| Freight Community Coordinator | <p>Serve as a liaison between the City and freight stakeholders, including businesses, residents, community groups, and industry representatives. The Freight Community Coordinator will be responsible for facilitating communication, addressing community concerns related to freight transportation, and collaborating on projects that improve freight efficiency while minimizing community impacts. This position requires excellent communication, facilitation, and problem-solving skills, as well as a strong understanding of freight transportation issues and community engagement principles.</p> <p>Develop and implement community engagement strategies to inform and involve residents, businesses, and community groups in DOT freight transportation projects and initiatives. Coordinate with freight industry representatives, including trucking companies, shippers, receivers, and logistics providers, to improve communication and collaboration on freight transportation issues. Collect and analyze data on freight traffic patterns, community demographics, and environmental impacts to inform City decision-making. Provide support for City freight transportation projects, including planning, design, and implementation.</p> | <ul style="list-style-type: none">• Bachelor's Degree in Engineering, Urban Planning, Communications, or a related field.• Two (2) years experience as a Traffic Engineer or Community Coordinator.• Knowledge of community engagement principles and best practices.• Knowledge of transportation planning concepts.• Skilled in verbal and written communication skills, with the ability to communicate effectively with diverse audiences. |

Attachment 2 - Staffing, continued

| Staffing Position | Description | Minimum Qualifications |
|---|---|--|
| Project Manager - Electric Vehicle Charging Infrastructure | <p>Oversee the planning, development, and implementation of the city's public EV charging network. This role will be responsible for managing all aspects of EV charging projects, from initial site selection and design to construction, installation, and ongoing operation. The Project Manager will work closely with internal City teams, utility companies, contractors, and community stakeholders to ensure the successful deployment of a robust and accessible EV charging infrastructure throughout the city.</p> <p>Develop and manage project plans, timelines, and budgets for EV charging infrastructure projects. Identify and evaluate potential sites for EV charging stations, considering factors such as location, accessibility, power availability, and community needs. Coordinate with utility companies to secure power connections and resolve any electrical infrastructure constraints. Develop detailed design specifications for EV charging stations, including charging levels, equipment types, and accessibility features. Obtain all necessary permits and approvals for EV charging station construction and operation. Develop and manage contracts with contractors, vendors, and consultants involved in EV charging infrastructure projects. Oversee the construction and installation of EV charging stations, ensuring that work is completed on time, within budget, and to the required specifications. Engage with community stakeholders, including residents, businesses, and community groups, to gather feedback on EV charging infrastructure projects.</p> | <ul style="list-style-type: none">• Bachelor's Degree in Electrical Engineering or a related field.• Three (3) years experience in project management.• Knowledge of construction management practices, including bidding, contracting, and site supervision.• Knowledge of electrical infrastructure systems, including power distribution, transformers, and wiring.• Knowledge of electric vehicle technology and charging infrastructure.• Skilled in managing contracts and vendors. |

EXHIBIT D

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER MARSH USA LLC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 CN144764051--GAUWP-24-25 D24195 OCO | CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No.): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C: National Fire Insurance Company</td> <td>20478</td> </tr> <tr> <td>INSURER D: Axis Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER E: N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Continental Casualty Company | 20443 | INSURER B: N/A | N/A | INSURER C: National Fire Insurance Company | 20478 | INSURER D: Axis Surplus Insurance Company | 26620 | INSURER E: N/A | N/A | INSURER F: | |
|---|---|-------------------------------|--------|--|-------|-----------------------|-----|---|-------|--|-------|-----------------------|-----|-------------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Continental Casualty Company | 20443 | | | | | | | | | | | | | | |
| INSURER B: N/A | N/A | | | | | | | | | | | | | | |
| INSURER C: National Fire Insurance Company | 20478 | | | | | | | | | | | | | | |
| INSURER D: Axis Surplus Insurance Company | 26620 | | | | | | | | | | | | | | |
| INSURER E: N/A | N/A | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED Consor North America, Inc 6505 Waterford District Drive, Suite 470 Miami, FL 33126 | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:**

SEA-004073530-03

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | 7095110478 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | 7095132738 | 12/31/2024 | 12/31/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | X | 7095135476 (AOS) | 12/31/2024 | 12/31/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| C | | N/A | | 7095140595 (CA) | 12/31/2024 | 12/31/2025 | E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Prof & Environmental Liability | | | EBZ634816/01/2024 | 12/31/2024 | 12/31/2025 | Per Claim 1,000,000 Aggregate 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Denver Dept. of Transportation & Infrastructure Solicitation No. 202476213 - Advanced Mobility: On-Call Traffic Engineering/Operations, Device Deployment & ITS Services. Consor Opportunity No. D241950CO.

City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insured where required by written contract with respect to general and auto liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to general and auto liability.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| City and County of Denver Attn: Department of Transportation and Infrastructure 201 West Colfax Avenue, Dept. 608 Denver, CO 80202 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE of Marsh USA LLC</p> <p style="text-align: right;"><i>John Thompson</i></p> |
|---|--|

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AGENCY CUSTOMER ID: CN144764051

LOC #: Denver



ADDITIONAL REMARKS SCHEDULE

| | | |
|--------------------------|-----------|---|
| AGENCY MARSH USA LLC. | | NAMED INSURED Consor North America, Inc 6505 Waterford District Drive, Suite 470 Miami, FL 33126 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cyber
Carrier: Homeland Insurance Company of New York
Policy #:720000997-0002
Effective: 12/31/2024Expiration: 12/31/2025
SIR: \$100,000
Limit: \$5,000,000

EXHIBIT E

Federal Highway Administration Award

- | | | | | | | | | |
|---|--|--------------------------------------|----------------|-------------|------------------|--------------------|--------|---------------------|
| <p>1. Award No. 693JJ31850001</p> | <p>2. Effective Date See No. 17 Below</p> | <p>3. CFDA No. 20.200</p> | | | | | | |
| <p>4. Award To</p> <p>City and County of Denver 201 W. Colfax Suite 509 Denver, CO 80202-5329</p> <p>DUNS No.: 085596802 TIN No.: 84-6000580</p> | <p>5. Sponsoring Office</p> <p>U.S. Department of Transportation Federal Highway Administration Office of Acquisition & Grants Management 1200 New Jersey Avenue, SE HCFA-32, Mail Drop E62-204 Washington, DC 20590</p> | | | | | | | |
| <p>6. Period of Performance</p> <p>Forty-Eight (48) Months</p> | <p>7. Total Amount</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Federal Share:</td> <td style="text-align: right;">\$6,000,007</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;"><u>\$6,000,007</u></td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$12,000,014</td> </tr> </table> | | Federal Share: | \$6,000,007 | Recipient Share: | <u>\$6,000,007</u> | Total: | \$12,000,014 |
| Federal Share: | \$6,000,007 | | | | | | | |
| Recipient Share: | <u>\$6,000,007</u> | | | | | | | |
| Total: | \$12,000,014 | | | | | | | |
| <p>8. Type of Agreement</p> <p>Cooperative Agreement</p> | <p>9. Authority</p> <p>23 U.S.C. 503(c)(4)</p> | | | | | | | |
| <p>10. Procurement Request No.</p> <p>HOTMXX1700000099</p> | <p>11. Funds Obligated</p> <p>\$6,000,007</p> | | | | | | | |
| <p>12. Submit Payment Requests To</p> <p>See "Payment" clause in General Terms and Conditions</p> | <p>13. Payment Office</p> <p>See "Payment" clause in General Terms and Conditions</p> | | | | | | | |
| <p>14. Accounting and Appropriations Data</p> <p>15X044A060.0000.070N44A600.7001000000.41011.61006600 - Total Obligated = \$6,000,007</p> | | | | | | | | |
| <p>15. Research Title and/or Description of Project</p> <p>"Denver Smart City Program"</p> | | | | | | | | |
| <p>16. City and County Denver</p> | <p>17. Federal Highway Administration</p> | | | | | | | |

Signature Date
Name:
Title:

Signature Date
Name: Stephanie Curtis
Title: Agreement Officer

Table of Contents

| | |
|--|-----------|
| SECTION A - AGREEMENT DESCRIPTION | 3 |
| A.1 STATEMENT OF PURPOSE | 3 |
| A.2 LEGISLATIVE AUTHORITY | 3 |
| A.3 BACKGROUND | 4 |
| A.4 VISION, GOALS, AND FOCUS AREAS..... | 6 |
| A.5 STATEMENT OF WORK | 7 |
| A.6 DELIVERABLES | 7 |
| SECTION B – AWARD INFORMATION | 10 |
| B.1 TYPE OF AWARD..... | 10 |
| B.2 AVAILABLE FUNDING | 10 |
| B.3 COST SHARING OR MATCHING | 10 |
| B.4 PERIOD OF PERFORMANCE..... | 10 |
| B.5 DEGREE OF FEDERAL INVOLVEMENT..... | 10 |
| SECTION C - AWARD ADMINISTRATION INFORMATION..... | 11 |
| C.1 FEDERAL AWARD NOTICES..... | 11 |
| C.2 ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS..... | 11 |
| C.3 STATUTORY AND NATIONAL POLICY REQUIREMENTS | 11 |
| C.4 ADDITIONAL TERMS AND CONDITIONS | 11 |
| C.5 REPORTING | 14 |

ATTACHMENT(s):

1. Technical Application, "Denver Smart City Program" (39 pages)
2. City and County of Denver's Budget - SF 424A (3 pages)
3. Project Oversight Agreement (12 pages)

SECTION A - AGREEMENT DESCRIPTION

A.1 STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) hereby enters into this Cooperative Agreement (Agreement) with the City and County of Denver (Recipient) to develop model deployment sites for large scale installation and operation of advanced transportation technologies to improve safety, efficiency, system performance, and infrastructure return on investment. These model deployments are expected to provide benefits in the form of:

- reduced traffic-related fatalities and injuries;
- reduced traffic congestion and improved travel time reliability;
- reduced transportation-related emissions;
- optimized multimodal system performance;
- improved access to transportation alternatives, including for underserved populations;
- public access to real time integrated traffic, transit, and multimodal transportation information to make informed travel decisions;
- cost savings to transportation agencies, businesses, and the traveling public; or
- other benefits to transportation users and the general public.

The purpose of this Agreement is to promote the use of innovative transportation solutions. The deployment of these technologies will provide Congress and the United States Department of Transportation (DOT) with valuable real life data and feedback to inform future decision making.

A.2 LEGISLATIVE AUTHORITY

Specific statutory authority for conducting this effort is found in 23 U.S.C. §503(c)(4), which authorizes the Secretary of Transportation to "...establish an advanced transportation and congestion management technologies deployment initiative to provide grants to eligible entities to develop model deployment sites for large scale installation and operation of advanced transportation technologies to improve safety, efficiency, system performance, and infrastructure return on investment."

Per 23 U.S.C. §503(c)(4)(I)(i), funding for this effort is available from amounts authorized under §6002(a)(1), §6002(a)(2), and §6002(a)(4) of Public Law 114-94, the Fixing America's Surface Transportation Act (FAST).

The authority to enter into a cooperative agreement for this effort is found under 23 U.S.C. §502 - Surface Transportation Research, Development, and Technology, paragraph (b)(3) which states:

“(3) cooperation, grants, and contracts. — The Secretary may carry out research, development, and technology transfer activities related to transportation—

- (A) independently;
- (B) in cooperation with other Federal departments, agencies, and instrumentalities and Federal laboratories; or
- (C) by making grants to, or entering into contracts and cooperative agreements with one or more of the following: the National Academy of Sciences, the American Association of State Highway and Transportation Officials, any Federal laboratory, Federal agency, State agency, authority, association, institution, for-profit or nonprofit corporation, organization, foreign country, or any other person.”

Per 23 U.S.C. §503(c)(4)(J), the Federal share of the cost of a project for which a grant is awarded under this subsection shall not exceed 50 percent of the cost of the project.

A.3 BACKGROUND

States and jurisdictions across the country are tackling transportation challenges that often result in congestion and unreliable travel for people and goods, negative impacts on the environment, and reduced safety for users and vehicles. According to the Texas A&M University Transportation Institute, Americans spend on average over 40 hours per person stuck in traffic each year for an annual financial cost of \$121 billion. Research indicates that cities account for 67% of all greenhouse gases (GHGs) released into the atmosphere, and the transportation sector is the second-biggest source of GHG emissions, responsible for emitting 28% of GHGs into the atmosphere. There were 32,675 deaths and more than 2.3 million injuries from vehicle crashes in 2014, and there were more than 6.1 million reported motor vehicle crashes. Recognizing that implementing technology solutions can help address transportation safety, mobility, and air quality challenges, section 6004 of the FAST Act establishes the advanced transportation and congestion management technologies deployment initiative.

Projects funded under this initiative will deploy advanced transportation and congestion management technologies, including:

- i. **Advanced traveler information systems** – Systems that provide real time, predicted, and individualized information about travel choices, based on data from sensors (traffic, weather), mobile sources (personal portable devices, connected vehicles), and other information systems (public transportation, shared-use mobility, traffic incident management, construction, parking, congestion pricing/tolls or other costs) to allow travelers and shippers to make informed decisions regarding destinations, when to travel, routes, or modes. This information should be publicly accessible and not limited to users with smart phones.
- ii. **Advanced transportation management technologies** – Technologies that assist transportation system operators in managing and controlling the performance of their systems to provide optimal services or respond to dynamic conditions, including interjurisdictional and intermodal coordination; technologies may include traffic signal equipment, advanced data collection and processing (from sensors, connected vehicles and other mobile sources, other information systems), dynamic lane controls/configurations, and cooperative transportation management algorithms including pricing strategies across jurisdictions/agencies/facilities/modes.
- iii. **Infrastructure maintenance, monitoring, and condition assessment** – Technologies and systems that monitor the behavior or assess the condition of transportation infrastructure to

- allow agencies to better manage their transportation assets through optimizing resource allocation, preventative maintenance processes, and responses to critical conditions.
- iv. **Advanced public transportation systems** – Technologies that assist public transportation system operators or other shared mobility entities in managing and optimizing the provision of public transportation and mobility services; technologies may include remote fleet monitoring systems, coordinated communication systems, algorithms, and applications to enable better transit connections for users, advanced data collection and processing (from sensors, mobile/connected sources, other information systems) to provide dynamic responsive transit services, and communication and data systems that enable shared mobility services.
 - v. **Transportation system performance data collection, analysis, and dissemination systems** – Technologies and systems that actively monitor the performance of and interactions between transportation systems and permit agencies and other interested entities to conduct analyses and research, and explore innovative, value-added products and services.
 - vi. **Advanced safety systems, including vehicle-to-vehicle and vehicle-to-infrastructure communications, technologies associated with autonomous vehicles, and other collision avoidance technologies, including systems using cellular technology** – Deployment of technology-based safety systems such as described at Safer Car (<http://www.safercar.gov/>) or at the Intelligent Transportation Systems (ITS) Program (<http://www.its.dot.gov/landing/safety.htm>), or other applicable safety technologies.
 - vii. **Integration of intelligent transportation systems with the Smart Grid and other energy distribution and charging systems** – Technologies that link information from ITS and other transportation systems with information from Smart Grid and other energy distribution and charging systems to provide users with better information related to opportunities for recharging electric vehicles, and to provide energy distribution agencies with better information related to potential transportation-user demand.
 - viii. **Electronic pricing and payment systems** – Technologies that permit users to electronically conduct financial transactions for mobility services across jurisdictions and agencies, such as unified fare collection, payment, and tolling systems across transportation modes; or
 - ix. **Advanced mobility and access technologies, such as dynamic ridesharing and information systems to support human services for elderly and disabled individuals** – Technologies and systems that leverage data and communications systems to allow public agencies and human service organizations to provide improved mobility services to at-risk users such as elderly, disabled, or other individuals that require transportation assistance.

Advanced technologies can also help to revitalize neighborhoods and regions by attracting more business or residential developments to bring opportunities closer to where people live. Technologies also help provide transportation options and improved multimodal transportation systems, allowing users to have access to safe, reliable, and affordable connections to employment, education, healthcare, goods delivery, and other services. As such, technology helps create pathways to jobs and economic opportunity for traditionally disadvantaged populations.

ITS are laying the groundwork for innovative transportation solutions, with many locations currently serving as laboratories for new types of transportation services. Integrating ITS, connected vehicle technologies, automated vehicles, and other advanced technologies within the context of a jurisdiction or region provides enhanced travel experiences and makes moving people and goods safer, more efficient, and more secure. By enhancing the effective management and operation of the transportation system,

these solutions can leverage existing infrastructure investments, enhance mobility, sustainability, and livability for citizens and businesses, and greatly increase the attractiveness and competitiveness of jurisdictions and regions.

A.4 VISION, GOALS, AND FOCUS AREAS

The DOT's vision for the Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) initiative is the deployment of advanced technologies and related strategies to address issues and challenges in safety, mobility, sustainability, economic vitality, and air quality that are confronted by transportation systems owners and operators. The advanced technologies are integrated into the routine functions of the location or jurisdiction, and play a critical role in helping agencies and the public address their challenges. Management systems within transportation and across other sectors (e.g., human services, energy, and logistics) share information and data to communicate between agencies and with the public. These management systems provide benefits by maximizing efficiencies based on the intelligent management of assets and the sharing of information using integrated technology solutions. The advanced technology solutions and the lessons learned from their deployment are used in other locations, scaled in scope and size, to increase successful deployments and provide widespread benefits to the public and agencies.

Goals for the ATCMTD program include:

- Reduced costs and improved return on investments, including through the enhanced use of existing transportation capacity;
- Delivery of environmental benefits that alleviate congestion and streamline traffic flow;
- Measurement and improvement of the operational performance of the applicable transportation networks;
- Reduction in the number and severity of traffic crashes and an increase in driver, passenger, and pedestrian safety;
- Collection, dissemination, and use of real time transportation related information to improve mobility, reduce congestion, and provide for more efficient and accessible transportation, including access to safe, reliable, and affordable connections to employment, education, healthcare, freight facilities, and other services;
- Monitoring transportation assets to improve infrastructure management, reduce maintenance costs, prioritize investment decisions, and ensure a state of good repair;
- Delivery of economic benefits by reducing delays, improving system performance and throughput, and providing for the efficient and reliable movement of people, goods, and services;
- Accelerated deployment of vehicle-to-vehicle, vehicle-to-infrastructure, and automated vehicle applications, and autonomous vehicles and other advanced technologies;
- Integration of advanced technologies into transportation system management and operations;
- Demonstration, quantification, and evaluation of the impact of these advanced technologies, strategies, and applications towards improved safety, efficiency, and sustainable movement of people and goods; and
- Reproducibility of successful systems and services for technology and knowledge transfer to other locations facing similar challenges.

A.5 STATEMENT OF WORK

The Recipient shall execute their proposed work plan as detailed in Attachment 1.

A.6 DELIVERABLES

The Recipient shall provide the deliverables detailed in Attachment 1 and the following items:

*Award date is shown on page 1, Block 17, FHWA signature date.

| Deliverable | Approximate Due Date | Section 508 Compliant? |
|--|---|------------------------|
| Kick-off Meeting Conduct a kick-off meeting with FHWA at mutually-agreed-upon location. | Within 4 weeks after award | No |
| Quarterly Progress Reports Submit progress reports to document activities performed, anticipated activities, and any changes to schedule or anticipated issues. | Quarterly in accordance with Section C, Item 3. Reporting | No |
| Project Management Plan The Recipient shall submit to FHWA for approval a Project Management Plan, which shall include, at a minimum: <ol style="list-style-type: none"> Statement of Work, with a description of Tasks and Sub-Tasks by which the project work activities will be organized, executed, and monitored. A Project Schedule (Gantt Chart or equivalent) displaying begin and end times for each Task and Sub-Task, plus achievement of Project Milestones. A description of major Project Milestones, including key Reports, start of operations of important systems or subsystems, and other important deliverables or events. A Staffing Table, which identifies a single Project Manager, plus project staff and/or consultants that will lead and support each Task (or Sub-Task if appropriate). A Project Budget, displaying planned expenditures for each Task, with a further breakdown by Cost Element for each Task, and by the federal share vs. non-federal share. | Within 60 days after award | No |

| | | |
|---|--|-----|
| <p>Systems Engineering Documents</p> <p>In accordance with 23 CFR 940.11, the Recipient shall submit electronic copies of the milestone Systems Engineering documents applicable to this project, for approval by FHWA. This shall include, at a minimum:</p> <ul style="list-style-type: none"> a) Concept of Operations (ConOps); b) Systems Engineering Management Plan (SEMP); & c) Other System Engineering Analysis Documents. | As applicable | No |
| <p>Project Evaluation Plan.</p> <p>The Recipient shall submit to FHWA for approval an Evaluation Plan, which shall include, at a minimum:</p> <ul style="list-style-type: none"> i. Statement of Project Objectives, ii. List of Evaluation Criteria (e.g. quantitative performance metrics and/or qualitative assessments) tailored to the Project Objectives, iii. Description of data-collection procedures tailored to these criteria, which could include, for example, before/after data, surveys, interviews, system-monitoring data, or other data needed to report on achievement of project objectives. iv. Outline of Evaluation Report (1-page, <u>draft</u> list of topics to be addressed) | Within 90 days after award | No |
| <p>Report to the Secretary</p> <p>Submit a report to the Secretary that describes:</p> <ul style="list-style-type: none"> a. Deployment and operational costs of the project compared to the benefits and savings the project provides; and b. How the project has met the original expectations projected in the deployment plan submitted with the application, such as: <ul style="list-style-type: none"> 1. data on how the project has helped reduce traffic crashes, congestion, costs, and other benefits of the deployed systems; 2. data on the effect of measuring and improving transportation system performance through the deployment of advanced technologies; 3. the effectiveness of providing real time integrated traffic, transit, and multimodal transportation information to the public to make informed travel decisions; and 4. lessons learned and recommendations for future deployment strategies to optimize transportation efficiency and multimodal system performance. | Annually beginning one year after the award date | Yes |

| | | |
|---|--|----|
| Final Report The Recipient shall provide a final report within ninety (90) days after the termination or expiration of this Agreement. The FHWA Agreement Officer Representative (AOR), in consultation with the Recipient, will determine the final design and scope of the evaluation and report. Submit an electronic copy of all reports to the ATCMTD mailbox at ATCMTD@dot.gov , and to jeffrey.d.martin@dot.gov , dave.harris@dot.gov , peter.huang@dot.gov , and patricia.sergeson@dot.gov | Within 90 days after the termination or expiration of this Agreement | No |
|---|--|----|

Note: Section 508 requirements are available online at:
<http://www.fhwa.dot.gov/aaa/generaltermsconditions.cfm>.

SECTION B – AWARD INFORMATION

B.1 TYPE OF AWARD

This award is a cost reimbursement Cooperative Agreement (Agreement).

B.2 AVAILABLE FUNDING

The total amount of Federal funding that may be provided under this Agreement is identified on Page 1 of this Agreement in Item 7, for the entire period of performance, subject to the limitations shown below:

- a. Currently, Federal funds identified on Page 1 of this Agreement, Items 11 and 14, are obligated to this Agreement. This Agreement is fully funded.
- b. The FHWA's liability to make payments to the Recipient is limited to those funds obligated under this Agreement.

B.3 COST SHARING OR MATCHING

Cost sharing or matching is required, with the maximum Federal share being 50%; therefore, a minimum non-federal cost share of 50% is required. Cost sharing or matching means the portion of project costs not paid by Federal funds. For a more complete definition, please see the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, including section 200.306 on Cost Sharing or matching. Other Federal funds using their appropriate matching share may be leveraged for the deployment but cannot be considered as part of the ATCMTD matching funds, unless otherwise supported by statute.

The Recipient's match can be met through direct financial support or through "in-kind" services. By the completion date of the Agreement, the Recipient must have met the cost-sharing requirement. All cost share contribution must be submitted with sufficient detail and/or documentation to support the fair market value of the contribution. If additional detail and/or documentation are determined necessary in order to verify the contribution, the Recipient will provide the requested information in a timely fashion.

B.4 PERIOD OF PERFORMANCE

The period of performance for this Agreement is delineated on Page 1 in Item 6.

B.5 DEGREE OF FEDERAL INVOLVEMENT

The FHWA anticipates substantial Federal involvement between it and the Recipient during the course of this project. The anticipated Federal involvement will include: technical assistance and guidance to the Recipient; approved actions as defined in Attachment 3 – Project Oversight Agreement; participation in status meetings including kick off meeting and project reviews; review and comment on draft documents, as appropriate; performance reporting and financial reporting to ensure that the objectives and the terms and conditions of the agreement are met; and close monitoring of performance.

SECTION C - AWARD ADMINISTRATION INFORMATION

C.1 FEDERAL AWARD NOTICES

Only the Agreement Officer (AO) can commit the FHWA. The award document, signed by the AO, is the authorizing document. Only the AO can bind the Federal Government to the expenditure of funds.

C.2 GENERAL TERMS AND CONDITIONS

General terms and conditions including payment procedures, compliance requirements for Section 508 of the Rehabilitation Act of 1973 (as amended in 1998), and governing regulations that apply to this Agreement are available online at:

<http://www.fhwa.dot.gov/aaa/generaltermsconditions.cfm>

C.3 STATUTORY AND NATIONAL POLICY REQUIREMENTS

In addition to the FHWA’s General Terms and Conditions incorporated by reference in Section C.2, the Recipient is also required to comply with all applicable U.S. Code: Title 23 requirements, Code of Federal Regulations (CFR): Title 23 requirements, and any other applicable statute or regulation.

C.4 ADDITIONAL TERMS AND CONDITIONS

C.4.A PUBLIC ACCESS TO DOCUMENTS

The Recipient agrees that the resulting deliverables/documentation submitted to the FHWA under this Agreement may be posted online for public access and/or shared by FHWA with other interested parties. The FHWA anticipates the documents cited herein may be posted on an FHWA website or other appropriate website.

C.4.B INDIRECT COSTS

Indirect costs are allowable under this Agreement in accordance with the Recipient’s Federally Negotiated Indirect Cost Rates as documented in writing and approved by the Recipient’s cognizant Government agency. In the absence of such Government-approved indirect rates, the following rates are hereby approved for use under this Agreement as shown below:

Table C.4.B – Indirect Costs

| Type* | Indirect Rate | Period | Rate (%) | Base |
|-------|------------------------------|------------|----------|--------------------------------|
| Fixed | Labor Overhead Indirect Rate | Indefinite | 18.08 | Direct Labor & Fringe Benefits |

*Types of Rates: Pred - Predetermined; Fixed - Fixed; Final – Final; Prov: Provisional/billing; or De minimus.

In the event the Recipient determines the need to adjust the above listed rates, the Recipient will notify the AO of the planned adjustment and provide rationale for such adjustment. In the event such adjustment rates have not been audited by a Federal agency, the adjustment of rates must be pre-approved in writing by the AO.

This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's audited final indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

C.4.C DATA RIGHTS

The Recipient must make available to the FHWA copies of all work developed in performance with this Agreement, including but not limited to software and data. Data rights under this Agreement shall be in accordance with 2 CFR 200.315, Intangible property.

C.4.D PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information (PII), as defined in 2 CFR §200.79 and 2 CFR §200.82, will not be requested unless necessary and only with prior written approval of the AO with concurrence from the AOR. PII is defined as any information about a human being, living or dead, regardless of nationality, that is maintained by an agency and that permits identification of that individual to be reasonably inferred by either direct or indirect means (as in data mining), including, but not limited to, name, social security number, date and place of birth, mother's maiden name, biometric records, education, financial transactions, medical history, non-work telephone numbers, and any other personal information that is linked or linkable to an individual.

C.4.E KEY PERSONNEL

The Recipient will provide notice to the AO of any changes in Key Personnel specified in the award. The notice will provide a Resume of the replacement for such Key Personnel. The following person(s) are/have been identified as Key Personnel:

Table C.4.E -- Key Personnel

| Names | Title/Position |
|-------------------|--|
| Michael Finochio | Engineering Manager, City and County of Denver |
| Crissy Fanganello | Director of Transportation, Public Works |

C.4.F PROGRAM INCOME

Pursuant to 2 CFR 200.307, Program income earned during the Agreement period must be added to the Federal award and used for the purposes and under the conditions of the Federal award, unless otherwise approved by the AO. Program income must not be used to offset the Federal or Recipient contribution to this project.

C.4.G SUBAWARDS | SUBCONTRACTS

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. The following subawards/subcontracts are currently approved under this Agreement:

Table C.4.G -- Approved Subawardees/Subcontractors

| Name |
|--------------------------------------|
| None identified at the time of award |

The following subawards/subcontracts consent is withheld under this Agreement:

- All sub-contracts and sub-awards not explicitly identified in Table C.4.G of this section.

Approval of each subaward/subcontract is contingent upon a fair and reasonable price determination, and approval by the AO for each proposed subcontractor/sub-recipient. Consent to enter into subawards/subcontracts will be issued through a formal amendment to the Agreement, or by written notification from the AO.

C.4.H ORDER OF PRECEDENCE

The Recipient's technical and budget applications are accepted, approved, and incorporated herein as Attachment 1 and Attachment 2. In the event of any conflict between this Agreement document and the Recipient's application, this Agreement document shall prevail.

C.4.I DESIGNATION AS RESEARCH OR NON-RESEARCH AGREEMENT

This Agreement is designated as: NON-RESEARCH

C.4.J CONFERENCE SUPPORT RESTRICTIONS

The Recipient must obtain written approval from the AOR prior to incurring any costs for conference or meeting support. See the definition of conference as contained in 2 CFR 200.432.

Food and beverage costs are not allowable conference/meeting expenses for reimbursement under this Agreement.

Note: Costs of meals are allowable as a travel per diem expense for individuals on travel status and pursuant to the Travel clause of this Agreement.

C.4.K TRAVEL

The Recipient may follow their own policies regarding travel, which may be based on actual costs, mileage, and/or per diem, as long as they are reasonable and consistent with travel costs they charge for other activities. If the Recipient does not have written travel policies, then they should follow the Federal Travel Regulations.

The Recipient shall invoice in accordance with 2 CFR §200.474 - Travel costs and the Federal Travel Regulations, and must submit documentation to support all travel costs. Travel requirements under this Agreement shall be met using the most economical form of transportation available. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Agreement Officer. The following web site provides information on current Per Diem rates:

<http://www.gsa.gov/portal/category/100120>

C.4.L AGREEMENT PERFORMANCE REQUIREMENTS SUMMARY

Not Applicable.

C.4.M DISPUTES

The parties to this Agreement will communicate with one another in good faith and in a timely and cooperative manner when raising issues under this provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between the FHWA and the Recipient concerning questions of fact or law arising from or in connection with this Agreement and whether or not involving alleged breach of this Agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties will attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event will a dispute which arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless FHWA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party will document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from one level above the AO. The AO will conduct a review of the matters in dispute and render a decision in writing within thirty calendar days of receipt of such written request. Any decision of the AO is final and binding unless a party will, within thirty calendar days, request further review as provided below.

Upon written request to the FHWA Director, Office of Acquisition and Grants Management or designee, made within thirty calendar days after the AO's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute will be further reviewed. This review will be conducted by the Director, Office of Acquisition and Grants Management. Following the review, the Director, Office of Acquisition and Grants Management, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, will be final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.

C.5 REPORTING

C.5.A ADDRESS FOR SUBMITTAL OF REPORTS AND DOCUMENTS

The Recipient must submit all required reports and documents electronically, under transmittal letter referencing the Agreement number, to the following address(s) follows:

- **Jeffrey Martin**, Agreement Specialist at the following address: jeffrey.d.martin@dot.gov
- **Dave Harris**, ATCMTD Program Manager at the following address: dave.harris@dot.gov
- **Peter Huang**, Agreement Officer Representative at the following address: peter.huang@dot.gov
- **Tricia Sergeson**, Transportation Specialists at the following address: patricia.sergeson@dot.gov

C.5.B QUARTERLY PROGRESS REPORT

The Recipient must submit an electronic copy of the SF-PPR to the FHWA staff identified under clause C.5.A on or before the 30th of the month following the calendar quarter being reported. Final PPRs are due 90 days after the end of the Agreement period of performance. The SF-PPR is available online: http://www.whitehouse.gov/sites/default/files/omb/grants/grants_forms.html.

Table 1 -- Quarterly Progress Report Periods

| Calendar quarters are defined as: | Reports due on or before: |
|--------------------------------------|---------------------------|
| 1 st : January – March | April 30 th |
| 2 nd : April – June | July 30 th |
| 3 rd : July – September | October 30 th |
| 4 th : October – December | January 30 th |

The quarterly progress report must include the required certification pursuant to 2 CFR 200.415, the SF-PPR cover page and the SF-PPR Block 10 Performance Narrative. The Recipient shall complete the Quarterly Reporting Template, expanding on SF PPR Block 10 as necessary, to include the following information:

- a. Work performed for the current quarter;
- b. Work planned for the upcoming quarter;
- c. Status of all planned procurement activities, proposed procurement schedules, and a list of key procurement milestone dates;
- d. Description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the Agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered;
- e. A tabulation, clearly delineated by Federal share, cost share and total, of the current and cumulative costs expended by cost element (labor, travel, indirect costs, sub-recipient/subcontractor, etc.) by quarter versus budgeted costs;
- f. Work performed in support of the FHWA and DOT Strategic Goals; and
- g. Budget revisions.

In the SF-PPR Block 11, Other Attachments, include the following information as attached pages:

- a. SF-425, Federal Financial Report, and
- b. SF-425A, Federal Financial Report Attachment (if applicable).

C.5.C ANNUAL BUDGET REVIEW AND PROGRAM PLAN

The Recipient must submit an electronic copy of the Annual Budget Review and Program Plan to the AOR and the Agreement Officer 60 days prior to the anniversary date of this Agreement. The Annual Budget Review and Program Plan must include the required certification pursuant to 2 CFR 200.415. The Annual Budget Review and Program Plan must provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming year. If there are no proposed deviations from the Approved Project Budget, the Annual Budget Review must contain a statement stating such. The Recipient must meet via teleconference or web conference with the FHWA to discuss the Annual Budget Review and Program Plan. Work proposed under the Annual Budget Review and Program Plan must not commence until AO's written approval is received.

U.S. Department of Transportation
Advanced Transportation Congestion Management Technologies Deployment “ATCMTD” Initiative

DENVER

SMART CITY PROGRAM



ATCMTD
THE CITY AND COUNTY OF DENVER

I. COVER PAGE

| | |
|--|---|
| Project Name: | Denver Smart City Program |
| Previously Incurred Project Cost: | \$200,000 |
| Future Eligible Project Cost: | \$0.00 |
| Total Project Cost: | \$12,000,014 |
| ATCMTD Request: | \$6,000,007 |
| Total Federal Funding (including ATCMTD): | \$6,000,007 |
| Are matching funds restricted to a specific project component? If so, which one? | No |
| State(s) in which the project is located: | Colorado |
| Is the project currently programmed in the: <ul style="list-style-type: none">• Transportation Improvement Program (TIP)• Statewide Transportation Improvement Program (STIP)• MPO Long Range Transportation Plan• State Long Range Transportation Plan | No, the project is not currently programmed into any of the plans listed. |



Table of Contents

| | |
|--|-----------|
| A. Project Description | 1 |
| 1. Introduction..... | 1 |
| 2. City and County of Denver Travel Characteristics..... | 3 |
| a) Partnerships..... | 4 |
| b) Program Management Approach..... | 5 |
| 3. Geographic Areas..... | 7 |
| 4. Real World Issues and Challenges..... | 8 |
| Alignment with ATCMTD Goals and Focus Areas | 9 |
| Linkages to Ladders of Opportunity | 12 |
| 5. Transportation Systems and Services | 12 |
| 6. Long-Term Operations and Maintenance | 16 |
| 7. Challenges to Deployment..... | 16 |
| 8. System Performance Improvements | 17 |
| 9. Safety, Mobility, and Environment Benefits | 18 |
| 10. Vision, Goals and Objectives for the Deployment | 19 |
| 11. Partnership Plan | 20 |
| SMART Council | 21 |
| 12. Existing Local and Regional Advanced Transportation Technology Investments Plan..... | 22 |
| 13. Deployment Schedule | 23 |
| 14. Innovative Technology Initiatives | 24 |
| B. Staffing Description..... | 24 |
| 1. Staffing Organization..... | 24 |
| 2. Primary Point of Contact | 25 |
| C. Funding Description | 25 |
| Supporting Documents | 26 |
| Attachment A. Denver Population Infographic | 26 |
| Attachment B. Partner Letters of Support..... | 27 |
| Attachment C. North Denver Freight Corridor Map | 32 |
| Attachment D. Context Diagram for Denver TMC CV Operational Environment..... | 33 |
| Attachment E. Detailed IV Project Budgets | 34 |
| Attachment F. Approach to Updating Regional ITS System Leveraging Technology | 37 |

A. Project Description

1. Introduction

The City and County of Denver is proposing three Intelligent Vehicle (IV) Projects utilizing advanced traveler information systems; advanced transportation management technologies; transportation system performance data collection, analysis, and dissemination systems and advanced safety systems to address issues and challenges in safety, mobility, and sustainability while building a foundation for future projects to improve economic vitality and air quality. Denver, Colorado faces a myriad of challenges at the intersection of transportation, environment and people:

- **Rapid population growth:** 10,000-15,000 new residents move to Denver each year¹,
- **Traffic congestion:** 80 percent of the population commutes in a single-occupant vehicle,
- **Dangerous roadways:** more than 15,000 crashes annually including 129 fatal crashes,
- **High percentage of residents living near or below the poverty rate:** 23.9% of the population is living on less than 125% of the federal poverty level,²
- **Increased cost of living:** 30 percent increase in cost of apartment rentals since 2010, and
- **Air pollution:** Denver is an ozone and CO₂ non-attainment area.

Although daunting, Denver's obstacles are not insurmountable. The United States Department of Transportation (USDOT) Smart City Challenge gave Denver the opportunity to develop a comprehensive plan that will address these challenges and transform our region into a global model where transportation and technology can break down barriers and connect all people to mobility freedom and opportunity. The Smart City Challenge served as the seed and spark to identify innovative solutions to our toughest issues. Now, the Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) Initiative provides the opportunity for the City and County of Denver to bring our most critical Smart City Program projects to life through the proposed IV Projects.

These proposed IV Projects will address and support alleviation of some of our most pressing challenges. In addition to our rapid population growth, Denver has an influx of an additional 200,000 commuters from outside the City traveling to Denver-based jobs during the workweek with the vast majority driving single occupant vehicles. This creates considerable congestion, yet expanding and widening roads is extraordinarily expensive and traditional infrastructure improvements do not alleviate many of Denver's other challenges. For this reason, we are prepared to match ATCMTD grant funds with City and County of Denver funds to focus first on such proposed IV Projects as the launch of our Smart City Program. These IV Projects will allow us to address our most pressing traffic congestion and safety issues and deliver measurable outcomes aligned with ATCMTD goals and focus areas. Implementing IV Projects will usher in a new era of transformational technologies for Denver and the region, bringing greater mobility safety, efficiency, and reliability to our transportation network. These benefits will also build a foundation for Denver to implement other Smart City projects to reduce costs, connect underserved communities with resources, and bring environmental and economic benefits to the City. The proposed Smart City IV Projects include:

IV-1, Connected Traffic Management Center (TMC) and Connected Fleets. The Denver TMC currently operates and maintains over 1,200 traffic signals, 460 closed circuit TV cameras,

¹ 2015 Census data.

² 2014 Census data.

and thousands of sensor and detection devices deployed citywide, but lacks the ability to communicate the valuable information that it gathers regarding roadway closures, construction, dangerous intersections, and other critical traveler information to the public. To meet this need immediately, Denver will partner with Waze (a community-based traffic and navigation application provider) to reduce congestion, improve safety and make data-driven urban planning decisions by connecting our TMC directly with travelers. To innovate today and prepare for the future, we will create a Connected TMC by building a Connected Vehicle (CV) operational environment to support current and future CV applications. As vehicles are a crucial part of a CV future, we will install dedicated short-range communications (DSRC) in 1,500 City fleet vehicles to jumpstart market penetration. The Connected TMC will allow us to innovate today by leveraging our existing ITS infrastructure while simultaneously preparing for a future with increasing CVs. Through IV-1, we aim to reduce crashes at identified Vision Zero intersections by 30% and reduce incident response times for citizen-reported crashes by 30%.

IV-2, Travel Time Reliability as a City Service for Connected Freight. Denver has quickly become a hub for innovation, but it has long been a hub for regional and national freight movement. I-25, I-70, and I-76 are all federally designated high priority corridors that pass through metro Denver, and which converge in North Denver to form a dense freight corridor. However, many of our underserved communities are also located in this corridor and are significantly impacted by noise, pollution, and wandering trucks. Today, freight movement is a free-for-all in North Denver. For years, residents have complained about serious safety issues where trucks are traversing the same neighborhood streets where children walk to school. These issues create a barrier to existing linkages to ladders of opportunities in these areas.

This IV-2 project will transform North Denver into a Freight Efficiency Corridor to tackle these issues. Right now, trucks must travel without much consistent information on traffic or fastest routes to their destination. With DSRC-enabled freight signal priority, we can make the traffic lights work for trucks instead of against them. Denver will be the first in the nation to offer this type of City service to the freight industry if organizations follow new business rules, including avoiding congested freeways, staying out of neighborhoods, and equipping their trucks with DSRC. This improved efficiency will result in long overdue safety improvements for our underserved communities in this corridor. We will target a 20% reduction in freight travel during peak periods to alleviate truck congestion on interstate and state highways, and a 20% reduction in freight travel time on critical arterial routes using freight signal priority. We will also aim to reduce reports of interruptive freight movement in neighborhoods by 30% to increase safety and use of linkages to ladders of opportunity.

IV-3, Safer Pedestrian Crossings for Connected Citizens. There are increasing demands to promote safer walking and biking to improve public health and air quality, as well as to reduce vehicle congestion. In 2015, 1,618 crashes involving pedestrians and 1,147 crashes involving bicycles occurred in Denver. Automated Pedestrian Detection (APD) technologies are a new solution to addressing pedestrian and driver interactions at difficult crossings. This project will deploy APD at four unprotected midblock trail crossings using Rectangular Rapid Flashing Beacons to enhance traditional pedestrian push buttons. Field data from these pilot locations will be continuously sent to the Denver TMC for research, field testing, and fine tuning of the APD system, and will be available to the public. The IV-3 project will also serve as a test for Connected Citizen pedestrian warning systems by allowing us to collect and disseminate pedestrian and bicycle crossing information via DSRC, increasing pedestrian safety.

2. City and County of Denver Travel Characteristics

Denver is a hotbed of innovation and opportunity. The city is experiencing unprecedented growth, increasing from 467,610 people in 1990 to 600,158 in 2010 (28%). The population increased an additional 10% between 2010 and 2014 (see Attachment A for more information regarding Denver’s population). Denver also ranked first among big cities for economic and job growth³ and ranked as the number one “best place for business and careers.”⁴ This city’s work to improve transportation systems was recognized in 2013 when Denver was ranked the overall “Best City for Public Transportation” by U.S. News.⁵ However, there is still work to be done in order to continue meeting the growing demands on our transportation network. **Error! Reference source not found.**1 (right) and Figure 2 (below) are infographics which summarize the characteristics and existing infrastructure of Denver to provide insight on the scale

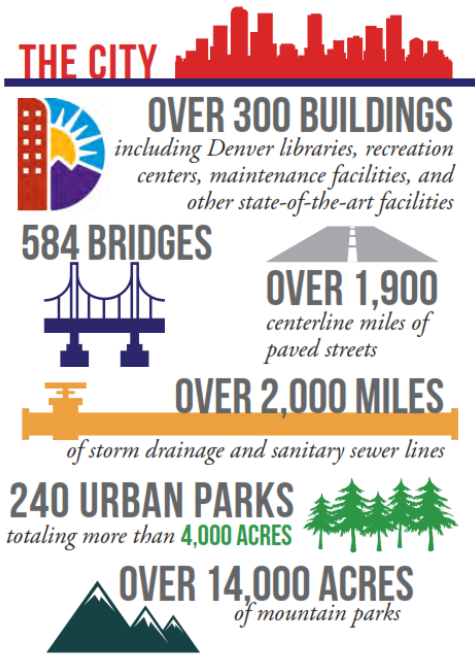


Figure 1. Denver characteristics

and capabilities of our City.

Through the process of developing the SMART City program, we have identified the City’s most pressing challenges related to transportation: freight movement in North Denver (IV-2); pedestrian and bicycle safety throughout Denver (IV-3); and improving capabilities of our TMC by enabling better communication with the traveling public today and simultaneously preparing for the transformational capabilities enabled by CV technology (IV-1). These projects will support USDOT priorities, including: 1) transportation elements associated with Smart Cities, 2) systemic applied pedestrian crossing technology, 3) traffic signal data acquisition, analysis, and management and 4) incorporation of CV technology in public sector and

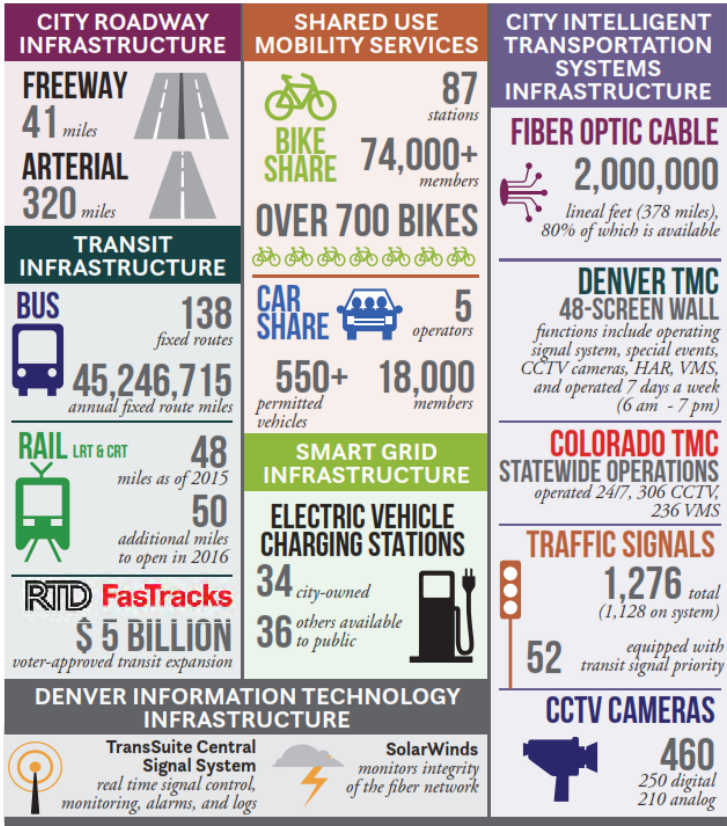


Figure 2. Denver infrastructure

³
⁴
⁵ USNEWS, 2013

first responder fleets.

Denver is a city of challenges and opportunities, and therefore perfectly situated to serve as a model for other cities. An ATCMTD investment in Denver is an investment in solutions to challenges facing many cities across the nation. We are one of the most sought after, youngest, fastest growing cities in the nation, yet our infrastructure is extremely strained due to that growth. While we have summer-time ozone issues and localized CO emissions exceedances, we also have a high quality of life that entices many to come to Denver for employment and to live. Similar to other mid-sized cities, our list of challenges is long:

- Changing mobility patterns, particularly for millennials and baby boomers
- Accessibility for underserved populations
- Aging and degraded transportation infrastructure serving an ever-increasing and evolving population
- Technology and cybersecurity demands

Within our Smart City Program, we have prioritized these IV projects because they are focused on addressing these challenges specifically with outcome-based solutions.

a) Partnerships

Denver is fully committed to launching our Smart City Program efforts through partnerships with industry and external entities. We have existing private partners for ongoing Denver programs and initiatives including Panasonic, Xerox, and the Rocky Mountain Institute. They are all committed to helping us to further identify, test, and refine our Smart City Program, vision, and projects. Additionally, we have strong ties with our public sector partners at the Colorado Department of Transportation (CDOT) and the Denver Regional Council of Government (DRCOG) as well other regional neighbors and organizations such as the Metro Chamber of Commerce, and the Metro Mayors Caucus.

A key aspect of our Smart City Program is our SMART Council (described in Section A11, Partnership Plan), which includes strategically selected partners from government, academia, automaker industry, energy, policy, technology, safety, telecom, transportation and professional organizations. We will continue this legacy of partnership and collaboration with our proposed ATCMTD projects. Table 1 below presents each of our key partners for the three proposed IV Projects, including their responsibility and involvement with the projects. Letters of support from some of these partners are included in Attachment B.

Table 1. Denver Smart City Program Partners.

| Partners | | Responsibility | | | Projects | | |
|----------|---|----------------|--|--|----------|------|------|
| | | | | | IV-1 | IV-2 | IV-3 |
| CDOT | CDOT will bring insights from its \$20 million RoadX and CV deployment programs to inform our IV Projects. CDOT is committed to supporting the implementation and acceleration of the Freight Efficiency Corridor Program to help prepare for the \$1.2 billion Central I-70 project and to facilitating travel time reliability as a City service via freight signal priority. | | | | X | X | |

| Partners | Responsibility | Projects | | |
|---------------------------------------|--|----------|------|------|
| | | IV-1 | IV-2 | IV-3 |
| DRCOG | DRCOG will participate in the local and regional SMART Council and provide transportation and traffic engineering expertise across all projects. | X | X | X |
| Jacobs Engineering Group, Inc. | In the role of Program Management Oversight (PMO) and Denver's lead Smart City consultant, Jacobs will draw upon its program management capabilities and leverage its work with CDOT on CV deployment. Jacobs will be responsible for helping Denver ensure the effective execution of the Smart City Program. | X | X | X |
| Econolite | Denver will partner with Econolite to launch its new CV intersection controller, Cobalt-Sky™. This is the first-ever traffic controller fully designed to apply the robust inputs offered by DSRC. Denver will implement the new traffic controller to enable freight signal priority on project IV-2. | | X | X |
| Peloton Technology | For project IV-2, Peloton Technology will support Denver to launch travel time reliability as a City service to freight fleet operators as an incentive to equip their fleets with DSRC technology. | | X | |
| Waze | The Waze provider Connected Citizens Program will reduce congestion, improve safety and inform smarter urban planning by connecting with travelers through project IV-1. | X | | |

b) Program Management Approach

Our overall program management approach is based on a lean management structure to ensure we are capable of making timely decisions when they are needed most. We will implement our Smart City Program and the proposed IV projects with the functional systems, organizational constructs, and implementation strategies that ensure we operate in alignment with our values and are achieving Denver's and USDOT's desired outcomes.

The Denver Smart City Program controls and contract administration procedures will track and manage baseline budget control, pending and approved change control, schedule control, monthly progress reports, and all necessary federal funding reports for the IV Projects. Our program management approach is tailored to support the continuous advancement of the entire Smart City Program, and will include management from both the City and the contract program manager.

Denver's Smart City Program will be co-chaired by Crissy Fanganello, the City's Director of Transportation and Mobility, and Evan Dreyer, Mayor Michael Hancock's Deputy Chief of Staff. They will head up an Executive Leadership Committee. The Leadership Committee will include several other key City officials, and also will include representatives from two of our primary Smart City Program collaborators: CDOT and DRCOG. The Executive Leadership Committee will provide strategic guidance and support to our project teams for the proposed IV Projects. The committee will also be responsible for engaging with our SMART Council

(defined in Section 11, Partnership Plan) and other strategic partners.

Project Management Plan. The contract program manager, Jacobs Engineering, will be responsible for monitoring and reporting all elements of Denver's Smart City Program. The proposed program relies on a robust and proven Project Management Plan (PMP) that describes the organization, management control systems, and processes that guide the full range of activities required to implement this groundbreaking program. Jacobs is well versed at successfully managing key PMP processes that will drive this program from initiation, planning and execution to monitoring, controlling and closing. Jacobs will be overseen by key City staff on the IV Project, including the Project Manager and Technical Manager (see Section B1, Staffing Organization). Denver will adhere to Project Management Body of Knowledge, 5th edition standards.

The PMP will be updated on a monthly basis, and will contain scope, schedule, communication, cost, quality, configuration management and risk management plans. Our contract program manager will be fully responsible for ensuring compliance with the PMP throughout the duration of the IV Project's contract. Denver's PMP will:

- Summarize the Smart City Program, including the scope, schedule and capital budget
- Describe organizational, partner and reporting relationships
- Establish goals and objectives that form the basis of the Smart City Program
- Provide information about the organization, control systems, processes, roles, responsibilities and lines of authority within the Smart City Program
- Cite definitive and authoritative references, including specific policies and procedures
- Designate inter-relationships between the Smart City practices and the agency-wide policies and procedures
- Establish consistent management practices
- Form mechanisms for managing technical and financial risks
- Demonstrate that Denver's program is structured in accordance with City and federal requirements

Denver is also committed to IV Project effectiveness, including continually evaluating the need for traditional ITS infrastructure and assessing the possibility of replacing the functionality of those systems with new CV technology. This will allow for continual cost-benefit analyses of planned CV technologies.

Project Funding. The budget estimate for the proposed IV Projects is provided in Section C (Funding Description) and is based on a three-year project period of performance. The estimate includes materials, labor, and installation costs for years one through three as well as an estimate for the annual cost to operate and maintain the proposed systems beyond the proposed grant period, including estimated annual maintenance, utility upgrades, end of useful life replacements, and periodic repairs. IV-1, -2, and -3 project needs will be procured through the City's existing service contracts, and for the purposes of this budget estimate, fully burdened rates have been used. Denver has consulted with third-party vendors, other cities, engineers and contractors installing similar projects to derive the budget costs presented in Section C.

Project Funding for this grant will be managed using Denver's existing PeopleSoft Accounting system to track budgets, encumbrances and payments. A monthly project status report will be created to document the current state of the project. Project tracking, reporting and requests for

reimbursement will be completed in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

3. Geographic Areas

We selected the three proposed IV Projects from our Smart City Program due to their focus on solving real safety and congestion challenges that Denver is facing today. A detailed description of each project is provided in Section A5, Transportation Systems and Services. Below is a brief description of the geographic area where each project will be implemented:

IV-1: Connected TMC and Connected Fleets. This project is centered on the Denver TMC, which operates 24 hours per day/seven days per week from within the Webb Municipal Office Building in Downtown Denver. This building houses the City's Transportation and Mobility department, which will implement proposed IV Projects, including IV-1. We will leverage our existing ITS infrastructure and immediately enable the deployment of CV applications by building a CV operational environment at the TMC. We will equip light-duty and heavy-duty City fleet vehicles with DSRC to jumpstart market penetration and empower the CV operational environment. These fleet vehicles blanket the City through daily operations and will generate data throughout Denver, limited to the City and County boundaries.

IV-2: Travel Time Reliability for Connected Freight. This project is focused on addressing the critical safety issues facing Denver's underserved neighborhoods in North Denver, including Globeville, Elyria-Swansea and Montbello. These areas have high percentages of minority populations, households with low-income, and families with children (see Table 2⁶ below). These neighborhoods are constantly impacted by trucks traveling through this dense freight corridor, which includes Heartland Expressway, Ports-to-Plains and Camino Real. A Freight Efficiency Corridor will be established in the area bound on the east and west by I-25 and Pena Blvd, respectively (see Attachment C for a map of the Freight Corridor).

Table 2. Characteristics of North Denver Neighborhoods Impacted by Freight Traffic

| Characteristic | Globeville | Elyria-Swansea | Montbello | Denver |
|---|------------|----------------|-----------|----------|
| Percentage of total population that is Hispanic | 68% | 84% | 61% | 32% |
| Percentage of total households with children | 43% | 55% | 72% | 25% |
| Average household income | \$39,200 | \$44,700 | N/A | \$73,100 |

IV-3: Safer Pedestrian Crossings for Connected Citizens. This project will pilot APD technologies at the following four locations selected from a recently completed prioritization study of all uncontrolled trail crossings in Denver:

- Weir Gulch Trail at Decatur Street
- Lakewood Gulch Trail at Knox Court
- High Line Canal Trail at Monaco Street
- High Line Canal Trail at Yale Street

These four locations were identified from candidate locations that need additional treatment and

⁶ Table Data retrieved from <http://denvermetrodata.org/neighborhood/montbello> and https://www.denvergov.org/Portals/746/documents/HIA/HIA_Section%202.pdf

were selected based on their proximity to existing traffic signal and communications infrastructure for ease of pilot deployment. By targeting these trail crossings, we expect to increase pedestrian and biker safety. This will also allow us to collect data on pedestrian and biker safety to support implementation of future safety-enhancing projects, encouraging alternative transportation and improving air quality.

4. Real World Issues and Challenges

Foremost among Denver's challenges are rapid population growth and traffic congestion. The city's population has increased by 23% since 2000.⁷ This phenomenal residential growth is compounded as each workday 200,000 commuters who live outside of Denver travel to the City for work—the vast majority driving single-occupant vehicles. The traffic congestion created is considerable, as current infrastructure insufficiently supports the high volume of commuters. However, construction to expand and widen roads is extraordinarily expensive. We recently spent \$30 million to add one lane for one mile to a major north-south arterial and we are preparing to spend – in partnership with the Federal Highway Administration and CDOT – \$1.2 billion to add lanes to Interstate 70 and reconnect the urban street grid northeast of downtown. These are important improvements, but they are built on a supply model that we cannot sustain financially and do not utilize available technology or improve resident outcomes.

Traditional infrastructure improvements also do not alleviate many of Denver's other challenges, such as our difficulties obtaining compliance with federal ozone standards due to traffic congestion or high incidents of traffic accidents. Each year Denver has 15,000 crashes, with 129 resulting in fatality. In 2015 alone, Denver had 1,147 crashes involving bicycles and 1,618 crashes involving pedestrians.

Additionally, Denver has increasing cost of living, underserved areas, and children living in poverty. Since 2010, Denver rent prices have increased more than 5% each year,⁸ making it harder for low-income families to remain or relocate here, and all but impossible for low-wage workers to live close to their jobs. Perhaps most alarming – up to 40% of Denver's residents live in underserved neighborhoods, primarily in the western, northern and northeastern portions of the city. Many of these underserved neighborhoods are disconnected by physical barriers such as highways, railroads and rivers, creating food deserts that negatively impact health.⁹ These underserved communities have disproportionately high minority populations (see Table 2 above). Also, nearly one of every four Denver children lives in an area of concentrated poverty. The number of homeless students in Denver has increased 41% since 2013-14 and has doubled across the entire metro area since 2008.¹⁰

While all of these issues are not part of the measureable outcomes of this project, by implementing IV projects 1-3 we hope to lessen the impacts of these difficulties on the city and provide foundational technologies and data sources to further lessen these challenges with other Smart City projects. By targeting freight issues in underserved communities, IV-2 will increase

⁷ 2015 Census data.

⁸ FOX 31 Denver (2015). Study: Denver apartment rent increases to be the largest this year. Retrieved from <http://kdvr.com/2015/04/14/study-denver-apartment-rent-increases-to-be-largest-in-u-s-this-year/>

⁹ Moyer, D. C. (2013). Denver food deserts and the impact on health. University of Denver. Retrieved from http://www.du.edu/korbel/ipps/media/documents/moyer_policymemo.pdf

¹⁰ Denver Office of Children's Affairs (2015). The status of Denver's children: Community resource. Retrieved from https://www.denvergov.org/content/dam/denvergov/Portals/713/documents/2014_Data--Lisa/Status%20of%20Denver's%20Children%202015%20A%20Community%20Resource.pdf

the safety of residents and eliminate barriers to their utilization of linkages to ladders of opportunity, allowing residents safe passage to work or school. We anticipate this will also decrease the number of pedestrian-auto crashes and traffic accidents and fatalities by reducing interruptive freight movement in these neighborhood communities. IV-3 will also increase pedestrian safety through crossing technologies, ultimately reduce pedestrian-auto crashes and encourage walking or biking. This improves resident health, use of linkages to opportunity, and air quality. This is especially important for low-income communities that may have fewer transportation options and less access to opportunities. Additionally, by implementing CV technologies, we anticipate reduction of traffic accidents and fatalities through use of real-time data for reducing incident response times, as well as injuries and crashes at identified Vision Zero intersections.

Alignment with ATCMTD Goals and Focus Areas

The IV Projects proposed for our Denver Smart City Program will deploy technologies targeted by the ATCMTD initiative including 1) advanced traveler information systems, 2) advanced transportation management technologies, and 3) advanced safety systems including V2V and V2I communications, technologies associated with autonomous vehicles, and other collision avoidance technologies, including systems using cellular technology. Table 3 below presents where projects IV-1 through IV-3 align with the ATCMTD initiative's focus areas, while Table 4 describes how each project aligns with ATCMTD goals.

Table 3. Proposed Project Alignment with ATCMTD Focus Areas

| Relevant ATCMTD Focus Areas | Alignment with IV Projects | Projects | | |
|---|--|----------|------|------|
| | | IV-1 | IV-2 | IV-3 |
| Transportation elements associated with Smart Cities | All 3 IV projects will deploy Smart Cities technology focused on improving transportation, including improving connectivity for the Denver TMC (IV-1), implementing DSRC to enable freight signal priority (IV-2) and deploying APD technology to make pedestrian crossings safer (IV-3). | X | X | X |
| Systemic applied pedestrian crossing technology | IV-3 will deploy APD technology at locations selected based on roadway characteristics including number of lanes and speed limits, population density, proximity to retail and crash history. | | | X |
| Traffic signal data acquisition, analysis, and management | All three IV projects involve capturing traffic signal data at the Denver TMC in order to better manage and analyze Denver roadways for improved traffic operations throughout the city. This includes creating a CV operational environment to capture traffic signal data (IV-1), deploying a freight signal priority application using traffic signal data (IV-2) and implementing APD technology integrated with traffic signal data (IV-3). | X | X | X |
| Incorporation of connected vehicle (CV) technology in | IV-1 will deploy DSRC in 1,500 heavy duty and light duty City vehicles. | X | | |

ATCMTD

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| | | | | |
|---|--|--|--|--|
| public sector and first responder fleets | | | | |
|---|--|--|--|--|

ATCMTD

The City and County of Denver

Table 4. Proposed Project Alignment with ATCMTD Goals and Focus Areas

| ATCMTD Goals | Alignment with IV Projects | Projects | | |
|--|---|----------|----------|----------|
| | | IV -1 | IV -2 | IV -3 |
| Reduced costs and improved return on investments, including through the enhanced use of existing transportation capacity | By enabling the Denver TMC to use connected vehicle technology as an emerging data source, IV-1 will allow Denver to continuously assess the need to invest in expensive traditional ITS infrastructure, opening the door for reduced costs and improved return on investment. IV-2 will improve the efficiency of freight movement in North Denver to better leverage the existing transportation capacity of the highways and arterials that serve this dense freight corridor. | X | X | |
| Delivery of environmental benefits that alleviate congestion and streamline traffic flow | By providing better traveler information to the public (IV-1) and delivering travel time reliability as a City service (IV-2), Denver will improve safety and reduce congestion on its roadways citywide, which will have compounding benefits on the environment and on traffic flow. | X | X | |
| Measurement and improvement of the operational performance of the applicable transportation networks | By building a CV operational environment at the Denver TMC (IV-1) and deploying DSRC technology in the North Denver freight corridor (IV-2), we will gain the ability to constantly measure and improve operational performance of our transportation networks citywide. | X | X | |
| Reduction in the number and severity of traffic crashes and an increase in driver, passenger, and pedestrian safety | All three IV projects are targeting transformational benefits in safety. IV-1 will deliver Vision Zero messaging with Waze to warn drivers of dangerous intersections, IV-2 will keep trucks off of neighborhood streets, and IV-3 will deploy APD technology to improve pedestrian and bicycle safety. | X | X | X |
| Collection, dissemination, and use of real time transportation related information to improve mobility, reduce congestion, and provide for more efficient and accessible transportation, including access to safe, reliable, and affordable connections to employment, education, healthcare, freight facilities, and other services | All three IV projects will collect, disseminate, and use real-time data to achieve system performance improvements and transformational safety, mobility, and environmental benefits. IV-1 will empower the Denver TMC to utilize CV data. IV-2 will use DSRC data to deliver travel time reliability as a City service. IV-3 will deploy APD technology that will serve as an entirely new data source to improve and continuously evaluate conflicts at crossings for pedestrians and bicyclists. | X | X | X |

ATCMTD

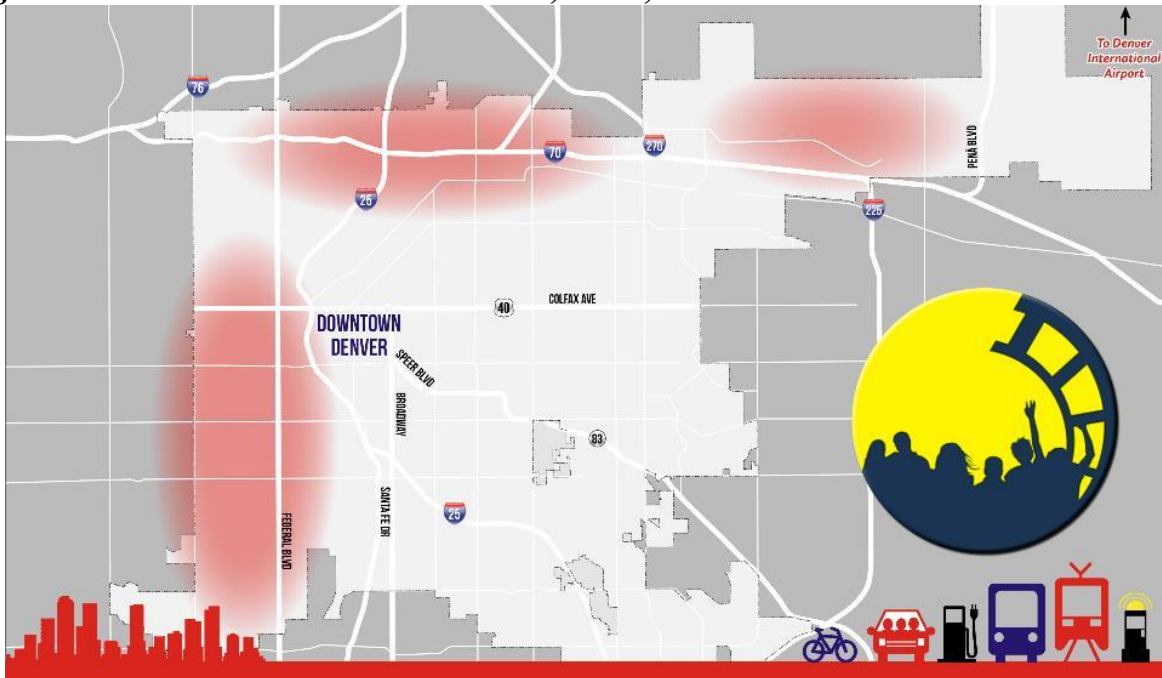
The City and County of Denver

| ATCMTD Goals | Alignment with IV Projects | Projects | | |
|---|---|----------|-------|-------|
| | | IV -1 | IV -2 | IV -3 |
| Delivery of economic benefits by reducing delays, improving system performance and throughput, and providing for the efficient and reliable movement of people, goods, and services | IV-2 will specifically target the freight industry to reduce delays and improve the performance of the transportation network and movement of goods in North Denver by providing travel time reliability as a City service. | | X | |
| Accelerated deployment of vehicle-to-vehicle, vehicle-to-infrastructure, and automated vehicle applications, and autonomous vehicles and other advanced technologies | All three IV projects are focused on deploying connected vehicle technology. IV-1 will build the foundational CV operational environment necessary to deliver the DSRC freight signal priority application for IV-2 and deploy the Connected Citizen test bed for IV-3. | X | X | X |
| Integration of advanced technologies into transportation system management and operations | The applications deployed for each project will be integrated into the daily operations of our transportation system and network through building a CV operational environment for the Denver TMC (IV-1). | X | | |
| Demonstration, quantification, and evaluation of the impact of these advanced technologies, strategies, and applications toward improved safety, efficiency, and sustainable movement of people and goods | By building a CV operational environment at the Denver TMC (IV-1), deploying DSRC technology in the North Denver freight corridor (IV-2), and deploying innovative APD technology (IV-3), we will demonstrate advanced technologies and gain the ability to quantify and evaluate the impact and benefits of these deployments. | X | X | X |
| Reproducibility of successful systems and services for technology and knowledge transfer to other locations facing similar challenges | All three of the IV projects are designed to serve as a model for other cities so that the technology and approach are both replicable and transferable around the nation. | X | X | X |

Linkages to Ladders of Opportunity

We have a vision for our transportation future in Denver – A city where transportation and technology break down barriers and connect *all* people to mobility freedom and opportunity. All of our Smart City Program projects are targeted toward the areas of greatest need: West, North, and Northeast Denver, including the neighborhoods of Sun Valley, Globeville, Elyria-Swansea, and Montbello. Figure 3 (below) shows the geographic areas for our underserved communities. Specifically, Intelligent Vehicle project IV-2 will bring long overdue safety improvements for our underserved communities in North Denver by decreasing freight traffic in the Globeville, Elyria-Swansea and Montbello neighborhoods. While these neighborhoods have linkages to ladders of opportunity, those opportunities are being blocked by safety and congestion issues. Improved efficiency for freight movement in North Denver means less congestion, pollution, and noise in the neighborhoods most impacted by the industry. This will allow residents of these underserved communities to utilize their existing linkages to ladders of opportunity.

Figure 3. Underserved Communities in West, North, and Northeast Denver



5. Transportation Systems and Services

Automated Vehicle (AV) technology continues to advance at a rapid pace. Transformational benefits are on the near horizon and will bring greater safety, efficiency and access to transportation for residents, commuters and tourists – especially the young, elderly, disabled and underserved. Our Smart City Program will advance automation by funding projects that prepare our residents, our infrastructure and Colorado’s regulatory environment for this technological revolution.

We recognize connectivity as a critical first step in ensuring a safe and coordinated environment for AVs. CV technology enables a transportation network to operate as an integrated system with Vehicle-to-Vehicle (V2V), Vehicle to Infrastructure (V2I) communication, and Vehicle-to-Device (V2X) communication. Many aspects of CV technology are ready for adoption today and offer significant opportunities to improve safety, mobility, and environmental impact. Denver is committed to realizing CV implementation with three key IV Projects to solve real safety and

congestion challenges that we are facing today and need to solve. We are building a future in connected automation to systematically align the needs of users and businesses with the transportation network for a safer, smarter and more environmentally friendly Denver. Below we present the proposed transportation systems and services for each of these projects.

IV-1, Connected TMC and Connected Fleets. TMC has significant infrastructure in place that will be leveraged for IV-1, including the 1,200 traffic signals, 460 closed circuit TV cameras and thousands of sensor and detection devices it operates and maintains. TMC operators monitor roadway conditions, special events and incidents seven days per week. The Denver TMC also shares data with CDOT's TMC. With a vast amount of data and ITS capability, Denver TMC operators often have valuable insight into the impacts of traffic, roadway construction and incidents – but they have limited ability to share that information with the traveling public. Our Smart City Program will develop a CV architecture and build an operational environment at the Denver TMC to reduce congestion and improve safety by connecting directly with travelers. We will immediately empower the CV environment by delivering DSRC applications for freight efficiency and by creating a live testing system for our most congested corridors – preparing Denver to be the first city that actively uses DSRC data for traffic signal control.

Waze Connected Citizens Program for Safety and Mobility. Denver is home to an estimated 150,000 active Waze users who report nearly 240,000 alerts while driving 25 million miles per month. They provide valuable insight into roadway conditions and incidents. By establishing a two-way data exchange between Waze and the Denver TMC at zero cost to our program, we will: 1) gain greater insight into roadway conditions with real-time incident and traffic jam information; 2) reduce traffic congestion with improved traveler information to reroute users around road closures, construction and incidents in real-time; 3) implement a Vision Zero messaging campaign to improve safety at our most dangerous intersections; 4) improve incident response times; and 5) make data-driven infrastructure decisions for smarter urban planning.

Denver TMC CV Operational Environment. As Denver adopts CV technology, we will establish the organizing principles and fundamental building blocks of a CV operational environment for the TMC. To utilize the expansive new data enabled by CV technology, it will be essential that the TMC be capable of collecting, parsing, storing, mining and analyzing CV data. Using the Connected Vehicle Reference Implementation Architecture as a guide, we will partner with CDOT and DRCOG to update the ITS Architecture for the Denver Regional Area and to ensure regional and national transferability of the architecture.

The CV architecture will support all physical components of a CV operational environment including existing ITS infrastructure, DSRC roadside equipment, vehicle-based DSRC devices, and other CV traveler equipment including portable DSRC, smartphones, tablets and satellite-based systems. We will deliver the computing, storage, privacy, security and data access capabilities necessary to develop center-based data management systems and connections to support services, including the USDOT Security Credential Management System, for our CV environment. We will design, build and test the Denver TMC CV operational environment as a foundation for a future with increasing CV data and to support our Smart City CV applications immediately. Attachment D is a context diagram showing how the Denver TMC CV operational environment will be delivered in parallel and work in harmony with our existing ITS and traffic management infrastructure.

Connected Fleets. City fleet vehicles blanket the city through daily operations. Equipped

vehicles are essential to the design, testing and operation of the Denver TMC CV operational environment. We will equip our fleet of 1,500 light- and heavy-duty vehicles with DSRC to lead by example and immediately generate Basic Safety Messages as vehicles move throughout the city. We will install DSRC roadside units at the three primary City facilities to facilitate capturing, processing, and analyzing the BSM data generated by fleet vehicles. We will launch a DSRC Equip Program to equip an additional 1,500 vehicles for citizens and partner fleets.

Tasks. We will complete the following tasks to successfully deliver project IV-1:

- **Task 1:** Develop project plan
- **Task 2:** Collaborate with Waze Connected Citizens Program to enhance traveler information
- **Task 3:** Design, build and test the Denver TMC CV environment
- **Task 4:** Equip the City fleet with DSRC
- **Task 5:** Design and launch DSRC Equip Program for other fleets and individual consumers

IV-2, Travel Time Reliability for Connected Freight. Colorado is home to three federally designated high priority corridors – Heartland Expressway, Ports-to-Plains and Camino Real – that pass directly through metro Denver (map of freight corridor included as Attachment C). Freight movement is closely connected to the health of our economy and the transportation system in our state. The Colorado Freight System includes highways, rail lines, airports and other intermodal facilities. It delivers goods, creates jobs and provides economic opportunities to people statewide. The transportation and warehousing sector in Colorado contributes \$79 billion to Colorado’s economy each year¹¹.

Given that a great majority of the region’s population and traffic growth is expected to occur within I-25’s north-south and I-70’s east-west corridors, and that significant highway expansion is not likely, congestion will continue to be a challenge for freight movement. The Denver neighborhoods and local roads near major freight facilities and distribution centers are significantly impacted by freight traffic, noise and pollution. ***We have received complaints for decades about serious safety issues where trucks are traveling the same neighborhood streets where children walk to school.*** As plans proceed for the federally funded \$1.2 billion reconstruction of I-70, underserved communities such as Globeville, Elyria-Swansea and Montbello stand to face even greater impacts during the extended construction than they already experience.

CV technology presents a wealth of capabilities to address these challenges. Denver will implement a Freight Efficiency Corridor Program and provide travel time reliability northeast of downtown in partnership with CDOT, Peloton Technology and Econolite.

Freight Efficiency Program. Denver will convene a broad stakeholder group to serve as the Freight Efficiency Corridor Program’s Project Leadership Team (PLT). The PLT will consist of representatives from key equity partners to represent underserved communities. Other team members will include representatives from CDOT’s Freight Advisory Committee, Colorado Motor Carrier Association, Metro Denver Chamber of Commerce, Metro Denver Economic Development Corp., Peloton Technology, UPS, FedEx, Safeway, and Walmart. The program will provide: 1) designated parking and staging areas for freight movement into the Denver area; 2) regularly updated and comprehensively defined routes for all freight traffic, not just oversize or hazardous movements; and 3) enhanced data collection capabilities to understand, assess and

¹¹ CDOT (2015). State highway freight plan.

respond to freight movement through Denver communities.

Travel Time Reliability as a Service Using Freight Signal Priority. Denver will be the first in the nation to deliver travel time reliability as a service to the freight industry using traffic signal priority. This has three major benefits, as it 1) incentivizes fleets to equip with DSRC at their expense, 2) gives Denver the opportunity to drive business rules for freight travel through the City in order to reduce peak period traffic and lessen the impact on underserved communities, providing proactive instead of reactive guidance to the freight industry, and 3) coincides perfectly with upcoming I-70 reconstruction, which will require extensive freight industry engagement. We will use technology to provide a service and help the industry navigate the construction impact instead of merely offering information about the impact.

To deliver this service, we will:

- Equip designated arterials and freeways with 100 DSRC Road Side Units
- Design, test, deploy and evaluate a DSRC-based freight signal priority application in partnership with Econolite
- Launch travel time reliability as a City service to freight fleet operators as an incentive to equip their fleets with DSRC technology facilitated by Peloton Technology
- Demonstrate a first-in-the-nation arterial freight platooning operation with signal priority using Peloton and Econolite technology to exhibit future possibilities

Providing a travel time reliability service to the freight industry will not only reduce the high cost and environmental impact of freight congestion but it will significantly improve the quality of life in the neighborhoods and underserved communities that surround many of Denver's high throughput freight facilities and distribution centers.

Tasks. We will complete the following tasks to successfully deliver project IV-2:

- **Task 1:** Develop project plan
- **Task 2:** Engage stakeholders and develop a Freight Efficiency Corridor Program
- **Task 3:** Design and launch Freight Efficiency Corridor Program
- **Task 4:** Design, develop, test and deploy freight signal priority on arterials
- **Task 5:** Coordinate outreach and communication to freight industry via Peloton Technology
- **Task 6:** Launch Denver travel time reliability service for connected freight
- **Task 7:** Evaluate Denver travel time reliability service for connected freight
- **Task 8:** Design, develop, test and demonstrate arterial freight platooning operation using freight signal priority

IV-3, Safer Pedestrian Crossing for Connected Citizens. Federally assisted pilot programs for Automated Pedestrian Detection (APD) are needed in the United States in order to collect and evaluate pedestrian and driver interaction with technologies like Rectangular Rapid Flashing Beacons (RRFB) and Hawk Signals installations. There are increasing demands on public agencies to promote safer walking and biking to improve public health, improve air quality, and to reduce vehicle congestion. The ATCMTD grant provides the opportunity to deploy APD at unprotected midblock trail crossings in conjunction with RRFB. This pilot project will install APD devices to enhance traditional pedestrian push buttons at four unprotected midblock trail crossings, including Weir Gulch Trail at Decatur Street, Lakewood Gulch Trail at Knox Court, High Line Canal Trail at Monaco Street and High Line Canal Trail at Yale Street.

The initial pilot project will be used to place pedestrian, or bicycle calls in lieu of pedestrian push

buttons. It will also be used to extend flashing beacon times for late arriving and slower than average pedestrians. It is anticipated that installing APD in conjunction with RRFBs will assist bicycles and mobility impaired people who cannot always reach or find the pedestrian push buttons. Field data from these locations will be continuously sent to Denver's Traffic Management Center (TMC) for public access, research, field testing, and fine tuning of the APD system. Findings from this pilot will also be used for APD implementation at Hawk Signals, and traditional signalized intersections. This project will also serve as a test bed for Connected Citizen pedestrian warning systems by collecting and disseminating pedestrian and bicycle crossing information via DSRC.

Tasks. We will complete the following tasks to successfully deliver project IV-3:

- **Task 1:** Develop project plan
- **Task 2:** Develop, test, and deploy APD at four selected pilot locations
- **Task 3:** Develop, test, and deploy Denver TMC connection to APD field devices
- **Task 4:** Evaluate APD implementation
- **Task 5:** Develop, test, and deploy DSRC at APD locations to collect and disseminate pedestrian and bicycle crossing information

6. Long-Term Operations and Maintenance

The USDOT Smart City Challenge, along with all of our ongoing Smart City efforts, has been prioritized to ensure we meet the current and future expectations of our customers in the community. This prioritization is evident in our ongoing budgeting processes for a variety of resources including staffing, materials, and evaluation. Our commitment will stand strong as we continue to set goals and drive toward a variety of outcomes, many of which will only be achieved outside of the proposed three year ATCMTD grant period of performance. Denver is and intends to continue to be transparent in our priorities and funding for innovative, entrepreneurial, and technological approaches to achieve affordable, safe, reliable transportation outcomes and mobility freedom for all members of our community. We believe our commitment to transparency with our community necessitates accountability with our staff and elected/community leaders.

In our budget estimate, we have provided the expected continued annual investment necessary beyond the three-year period of performance (see Attachment E). We will ensure long-term operations and maintenance of the proposed systems by programming this into our annual budget process. The long-term operations and maintenance activities that will be programmed include annual maintenance, utility upgrades, end of useful life replacements, and periodic repairs.

7. Challenges to Deployment

The key challenges related to our Smart City Program are presented in the graphic below as technical, policy, and institutional project risks along with a proposed mitigation strategy and estimated level of impact.

Figure 4. Anticipated Challenges and Mitigation Strategies

| Risk Category | Risk | Mitigation Strategy | Impact |
|----------------------|---|---|--------|
| Technical | Addressing system security and data privacy | Prioritize security and privacy using national and regional standards to guide the design of the Enterprise Data Management platform and ensure all data in and data out of the Smart City system is properly managed. | High |
| | Managing the complexity of a Smart City system | Establish an experienced team of systems engineers prepared to handle the multilayered task of integrating multiple system inputs for a large, complex deployment. | Medium |
| | Prioritizing Smart City solutions | Build a cross-discipline stakeholder group representative of the users of the system. | Medium |
| | Addressing data quality and integrity issues | Avoid the “trash-in, trash-out” problem by establishing data quality standards and checking data quality before, during, and after implementation. | Medium |
| | Matching the pace and availability of emerging technology | Institute a user-needs approach to implementing technology. Allow the needs and availability of technology to drive the solutions rather than select and implement a technology without a defined goal. | Low |
| Policy | USDOT drops commitment to Smart City implementation | Leverage other federal funds and seek additional local resources to implement as many of the Smart City Program elements as possible. | Low |
| Institutional | Cost overruns/scope creep | Develop and implement a meaningful and actionable Program Management Plan to help control costs and ensure minimal scope creep while continuing to allow for changes to the Program that maintain alignment with the grant’s goals. | Medium |
| | Lack of (or reductions in) stakeholder support | Reinforce stakeholder support prior to project kick-off and maintain positive working relationships and open communication with all stakeholders. | Medium |
| | Inability to reach agreement among project partners | Reinforce agreements with project partners prior to beginning of Program, and require adherence to the Program Management Plan throughout the life of the project. | Low |
| | Lacking financial sustainability to continue program | Ensure partners’ long term commitment to Program components and institutionalize those elements moving forward. | Low |

8. System Performance Improvements

Performance measurement is strongly embedded in Denver’s culture and provides significant value to Denver. For the last four years, Peak Performance, Peak Academy and Peak Analytics have established a performance framework throughout the entire City enterprise to actively manage, innovate and improve delivery of services. The simple framework requires agencies to establish a strategic plan, develop performance measures, create a cadence of accountability and participate in training and receive coaching on improving service delivery.

Each agency meets regularly with the Mayor, Budget Director, Chief Performance Officer and others to review key performance indicators and discuss innovations and challenges within the agency. Peak Academy works with every agency’s front line staff on problem solving, process improvement and innovation. Since the inception of Peak, this nationally recognized program has trained more than 5,000 employees and resulted in \$15 million worth of hard and soft

savings to the City and additional value created for citizens. In the second half of 2016, Peak will conduct multiagency report-outs on coordinated efforts to achieve the City's 2020 Sustainability Goals.

Following Peak standard practices in problem definition, Denver will begin a Performance Measurement Plan for our Smart City Program by creating a logic model for each IV project. Using stakeholder input, these models will outline the project scope and enumerate all relevant inputs, outputs, key short- or long-term outcomes and metrics that will be used to quantify performance. The plan will also detail major assumptions, including identification of external factors that could impact results, and will create an actionable plan to achieve outcomes.

With this approach, Denver will target measurable outcomes for the three proposed Smart City Program projects, IV-1 through IV-3 (see Table 5 below), which are expected to be nearly or completely met by the first year after project implementation. While IV-1 and IV-2 are anticipated to create significant performance improvements, IV-3 is not anticipated to improve system performance, due to its focus on safety and the pilot nature of the project.

Table 5. System Performance Improvements

| Smart City Program Project | System Performance Improvements |
|---|---|
| IV-1: Connected Traffic Management Center and Connected Fleets | <ul style="list-style-type: none"> • Reduce incident response times for citizen-reported crashes by 30% • Increase DSRC vehicle market penetration to 10% by 2020 |
| IV-2: Travel Time Reliability for Connected Freight | <ul style="list-style-type: none"> • Reduce travel time on designated arterial routes by 20% using freight signal priority • Reduce reports of interruptive freight movement in neighborhood communities by 30% • Reduce freight traffic on major freeways and arterials in the Freight Efficiency Corridor by 20% during peak periods |

9. Safety, Mobility, and Environment Benefits

In addition to the system performance improvements identified above, Denver will target the following safety, mobility, and environmental benefits for the three proposed Smart City Program projects, IV-1 through IV-3 (see Table 6). These benefits are expected to be realized by the first year after project implementation.

Table 6. Safety, Mobility and Environmental Benefits

| Smart City Program Project | Safety, Mobility, and Environmental Benefits |
|---|---|
| IV-1: Connected Traffic Management Center and Connected Fleets | <ul style="list-style-type: none"> • Reduce injuries at identified Vision Zero intersections by 30% • Reduce crashes at identified Vision Zero intersections by 30% • Analyze the 240,000 monthly Waze user reports for traffic flow and incident patterns • Reduce incident response times for citizen-reported crashes by 30% |

| Smart City Program Project | Safety, Mobility, and Environmental Benefits |
|--|--|
| IV-2: Travel Time Reliability for Connected Freight | <ul style="list-style-type: none"> • Reduce travel time on designated arterial routes by 20% using freight signal priority • Reduce reports of interruptive freight movement in neighborhood communities by 30% • Reduce freight traffic on major freeways and arterials in the Freight Efficiency Corridor by 20% during peak periods • Reduce spot measurement of emissions at heavy freight movement intersections by 50% for platooning demonstration • Increase throughput at intersections by a factor of two to three times for platooning demonstration |
| IV-3: Safer Pedestrian Crossings for Connected Citizens | <ul style="list-style-type: none"> • Reduce conflicts and near-misses at uncontrolled trail crossing pilot locations • Provide safer walking and biking opportunities to improve public health, reduce vehicle congestion, and improve air quality |

Benefit projections for IV-3 are unable to be quantified at this time due to lack of baseline data on conflicts and near misses at trail crossings. Implementing IV-3 will allow us to track and measure this data to quantify these conflicts moving forward.

10. Vision, Goals and Objectives for the Deployment

Goal setting, continuous improvement and performance measurement are fundamental to Denver's entire business practice. For example, we set goals for sustainability and measure against them in every possible category, including air quality, climate, housing, mobility and workforce. Four years ago we launched Peak Performance, a citywide improvement program designed to transform Denver into a data-driven government. Our vision for our Smart City Program is to "create a city where transportation and technology break down barriers and connect all people to mobility freedom and opportunity." We have identified three (3) overarching goals which are all relevant to the proposed IV projects. Table 7 (below) presents each goal and its relevant impact area and component. For Goal 1, we present our detailed objectives, targeted measurable outcomes (see Table 7). As Goals 2 and 3 are broad reaching, they do not have specific measurable outcomes.

Table 7. IV Project Goals, Objectives, and Measurable Outcomes

| Goal #1: Improve Connectivity | |
|--|---|
| Impact Area(s) – Ladders of Opportunity, Mobility, and Safety | |
| Objectives | Measurable Outcomes |
| 1. Build a connected vehicle operational environment at the Denver Traffic Management Center | <ul style="list-style-type: none"> • Reduce injuries at identified Vision Zero intersections by 30% • Reduce crashes at identified Vision Zero intersections by 30% • Analyze 240,000 monthly Waze user reports for traffic flow and incident patterns • Reduce incident response times for citizen-reported crashes by 30% |

| Goal #1: Improve Connectivity | |
|---|---|
| Impact Area(s) – Ladders of Opportunity, Mobility, and Safety | |
| Objectives | Measurable Outcomes |
| 2. Equip 3,000 vehicles with dedicated short range communication (DSRC) to jumpstart market penetration | <ul style="list-style-type: none"> • Increase DSRC vehicle market penetration to 10 percent by 2020 |
| 3. Offer travel time reliability service to freight industry using DSRC-based traffic signal priority | <ul style="list-style-type: none"> • Reduce travel time on designated arterial routes by 20% using freight signal priority • Reduce reports for interruptive freight movement in neighborhood communities by 30% • Reduce freight traffic on major freeways and arterials in the Freight Efficiency Corridor by 20% during peak periods • Reduce spot measurement of emissions at heavy freight movement intersections by 50% for platooning demonstration • Increase throughput at intersections by a factor of two or three times for platooning demonstration |
| Goal #2: Leverage Partners | |
| Impact Area(s) – Efficiency | |
| Objectives | |
| 1. Leverage CDOT's \$20 million RoadX Program and their additional \$7M contribution to bolster our projects focused on freight efficiency and integrated freeway and arterial operations (IV). | |
| 2. Deploy the first implementation of Econolite's new Connected Vehicle intersection controller, Cobalt Sky™ (IV). | |
| Goal #3: Collaborate at Every Level | |
| Impact Area(s) – Efficiency | |
| Objectives | |
| 1. Unite cities around the nation with local, national and international experts through our SMART Council. | |
| 2. Deliver technology-driven solutions designed by and for our communities that are measurable, scalable, replicable and exportable to cities nationwide. | |
| 3. Collaborate with and provide open access to USDOT's independent evaluation team to monitor our progress toward our goals, objectives, and measurable outcomes. | |
| 4. Publish our Smart City Program performance metrics to visualize progress toward our goals and objectives. | |

11. Partnership Plan

Denver recognizes that cities need to move beyond fragmented or incremental thinking in today's fast-paced global economy, especially when it comes to instituting new technologies. Cities must build and continuously renew networks of collaborators and partners. To engage in and utilize partnerships for the Denver Smart City Program, we will create a Start-ups, Municipalities and Academic Research for Technology (SMART) Council.

SMART Council

Denver's SMART Council will lead and inform our program and provide us with a vehicle for sharing, replicating and exporting results. The SMART Council will unite the City with start-ups, tech innovators, municipalities across the nation and the world, academic researchers, and transportation service providers. The SMART Council will be essential to successfully delivering the proposed Intelligent Vehicle projects for the ATCMTD grant opportunity and will serve as our strategy and plan for ensuring successful partner engagement through the period of performance. The Council will be organized into four sub groups under our Smart City Program that will meet quarterly and report to the Smart City Executive Team:

1. Local SMART Council Work Group. At the local level, Denver will establish a community-based SMART Council Work Group. Mobility users, neighborhood residents, stakeholder organizations and nonprofit providers such as Mile High United Way and Mile High Connects (a cross-sector partnership of organizations committed to increasing access to housing) will provide key input into our program. We also will engage foundations, neighboring municipalities, and organizations such as RTD, DRCOG and the Metro Mayors Caucus. This local SMART Council Work Group will meet at least quarterly to ensure stakeholder input is central to the projects.

2. National/International Cities SMART Council. The reach of the SMART Council will go far beyond our local borders. We will invite the six other Smart City Challenge finalist cities to join the national and international arm of the SMART Council, as well as other national and global cities. This concept has already received support from 20 cities, including Atlanta, Indianapolis, Baltimore and Seattle. Denver will partner with Transportation for America and utilize its already established network of partner cities and organizations to ensure that we share our successes and challenges with a dedicated group of communities. This group will serve as an assembly of ideas, where concepts will be shared during an annual global summit, regular face-to-face meetings, online webinars and on our Smart City website. This will be the forum for the brightest minds from around the country and the globe to help us refine our projects and prepare them for scaling and exporting.

3. Start-Up/Entrepreneurial Community – SMART Council Spark. Denver has cultivated powerful partnerships with the Colorado Technology Association, local tech incubators Galvanize and Innovation Pavilion, and national organizations such as 1776. These and other engines of innovation and new ideas will serve on the SMART Council's Spark Committee to infuse new energy into our thinking and project applications.

4. Research and Education – Academic SMART. Academic SMART Council, co-led by Colorado State University and the University of Colorado Denver, will bring an important research component to our Smart City Program. Other coalition members will include Colorado School of Mines, North Dakota State University, Mountain Plains Consortium University Transportation Center, Virginia Tech Transportation Institute and University of California Riverside. The National Renewable Energy Laboratory and Electric Power Research Institute will also contribute to this subset of the SMART Council.

This research arm of the SMART Council will bring together multidisciplinary teams of researchers, educators, policymakers and stakeholders to conduct collaborative research that addresses the fundamental challenges of implementing Smart City technologies and informs decisions that lead to energy, economic, environmental, social and cultural sustainability. Understanding these challenges and the underlying impacts of smart city technologies is a vital

component of replicable strategies.

The Academic SMART Council will also focus on education and workforce development to help develop the next generation of Smart City professionals, particularly women and underrepresented minorities in STEM fields. The committee will oversee a K-12 educational outreach program through partnerships with UCD, Colorado Mathematics, Engineering and Science Achievement and the Denver Schools of Science and Technology.

12. Existing Local and Regional Advanced Transportation Technology Investments Plan

Currently, Denver invests over \$150 million annually on capital improvements, including critical maintenance and rehabilitation projects, high priority capital investments, and leveraging state and federal dollars. Partnered with DRCOG, Denver has a long history of developing, designing, implementing, and maintaining ITS devices. Through Congestion Mitigation and Air Quality Federal Funding two main ITS funding mechanisms have been established. The Transportation Improvement Program (TIP) is used by Denver to implement transportation projects with objectives to address air quality issues. The Traffic Signal System Improvement Program (TSSIP) is an operations improvement tool used by Denver. Benefits for both types of projects are demonstrated through air quality improvement data and reporting. The following projects are some of the current ITS projects:

- *Transit Signal Priority (TSP) Pilot Project.* Denver in collaboration with the Regional Transportation District successfully implemented a pilot TSP on Colorado Boulevard. The results of this pilot implementation illustrated that TSP is technically feasible.
- *Center-to-Center Demonstration.* DRCOG, Denver, Littleton, Englewood, and CDOT completed a demonstration project involving center-to-center communications between traffic signal systems at neighboring agencies. The purpose of the demonstration project was to control the group of signals operated and maintained by several agencies on Santa Fe Drive in response to changes in traffic volume, generally due to a diversion from the freeway.
- *Bicycle Detection.* Funds were allocated to Denver for pilot implementations of bicycle detection. Bicycle detection will allow more efficient operations while continuing to accommodate bicyclists.
- *CMAQ Benefits of Uninterruptible Power Supplies and Ethernet Conversion.* The implementation of Uninterruptible Power Supplies (UPS) and Ethernet Communications protocol both condition the power for the controllers and maintain signal operations during power interruptions. Both of these functions help the signal system provide more reliable operations.

Table 8. Current CMAQ TSSIP projects:

| TSSIP Fiscal Year Expenditures | | | | | |
|--|------------|-------------|-------------|-------------|-------------|
| Projects | FY 2013/14 | FY 2015 | FY 2016 | FY 2017 | FY 2018 |
| Denver Colorado Blvd: 1st Ave - 50th Ave | | \$1,078,000 | | | |
| Speer Blvd: Elitch - 13th Ave X | | | | | |
| Central Business District (CBD) Ph 1 | | | | | \$1,222,000 |
| Central Business District (CBD) Ph 2 | | | \$1,029,000 | \$1,060,000 | |
| DTC Blvd: Tamarac St - Union Ave | | | | | |
| Colorado: Hampden to 1st | \$484,000 | | | | |

| TSSIP Fiscal Year Expenditures | | | | | |
|---------------------------------------|-------------------|----------------|----------------|----------------|----------------|
| Projects | FY 2013/14 | FY 2015 | FY 2016 | FY 2017 | FY 2018 |
| Colfax: Sheridan to I-25 | \$747,000 | | | | |
| Colfax: Logan to Yosemite | | | | | |

Table 9. Current TIP projects

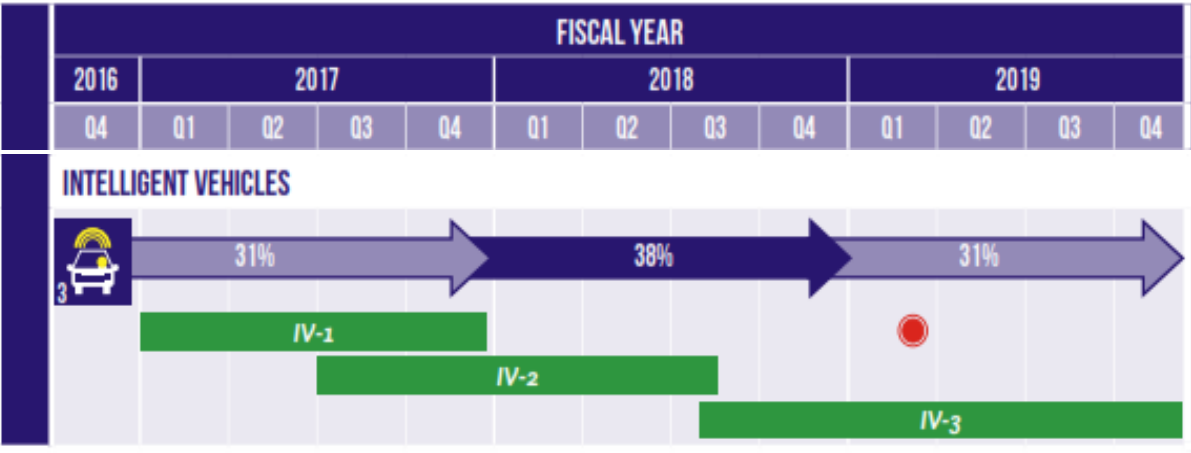
| Denver TIP Fiscal Year Expenditures | | | | | |
|--|----------------|----------------|----------------|----------------|--------------|
| City Wide Implementation Projects | FY 2012 | FY 2013 | FY 2014 | FY 2015 | Total |
| Federal Portion | \$1,090,000 | \$1,340,000 | \$1,344,000 | \$1,026,000 | \$4,800,000 |
| Denver Match | \$542,000 | \$666,000 | \$668,000 | \$509,000 | \$2,385,000 |
| Total | \$1,632,000 | \$2,006,000 | \$2,012,000 | \$1,535,000 | \$7,185,000 |

These projects represent existing and future ITS infrastructure investments which all serve as standalone data sources and strategies. The IV-1 project will integrate all Denver TMC data sources, including the aforementioned investments, to leverage every available resource. Projects IV-2 and IV-3 will be implemented in areas that are long overdue for technology investment. As there is a lack of existing technology for these projects to leverage, IV-2 and IV-3 will become the foundation upon which future projects can build. However, our staggered implementation approach for these projects will allow IV-2 and IV-3 to build off the technology foundation established by IV-1.

13. Deployment Schedule

Figure 5 (below) provides a high-level summary of the deployment schedule for the proposed IV Projects across the three-year period of performance beginning in Quarter 4 of 2016. The IV projects will be delivered with a staggered approach. The percentages shown in Figure 5 represent the percentage spent. Quarter 4 of 2016, beginning October 1, will begin the project initiation phase. This will include the kick-off meeting within four weeks after the grant is awarded, as well as monthly reports. Delivery of project IV-1 will occur in 2017, IV-2 in 2018, and IV-3 in 2019. These time periods also include monthly reports as well as an annual report to the Secretary. Additionally, Denver has a commitment to evaluate the effectiveness of these IV Projects, including the cost-benefit.

Figure 5. Deployment Schedule



14. Innovative Technology Initiatives

Smart City and CV technologies provide an exciting opportunity to revitalize the transportation network with transformative data analytics and powerful applications, and are another form of ITS that should adhere to the national and regional vision for ITS architecture, standards and certification processes.

The Smart City Program will require expanding our ITS Regional Architecture in order to establish the framework for Smart City and CV concepts to be implemented across the metro area. This will position the entire region as an agent of change and a benchmark for the nation. We will jumpstart an update to the architecture by leveraging CDOT’s RoadX project and the available architecture and standards work completed by the USDOT for CV concepts. The USDOT’s CV Reference Implementation Architecture (CVRIA) provides the physical, functional, communications and enterprise architecture viewpoints as guidance for implementing CV applications. More importantly, the CVRIA was built to ensure CV deployments fit into the greater National ITS Architecture, enabling a standards-based implementation that will ensure the new system can be seamlessly integrated into existing transportation management and ITS systems for the region and as a model for additional Smart Cities to follow.

For CV technologies, Denver will coordinate with USDOT-appointed certification bodies in the selection and procurement of all DSRC devices and utilize the newly developed Crash Avoidance Metrics Partnership (CAMP) security certificate management system processes and procedures for the deployment and management of security certificates for DSRC devices. For all Smart City or CV architecture and standards activities, Denver will engage and coordinate with national and international standards development organizations to ensure future deployments benefit from the experiences and lessons learned from the Denver implementation. Attachment F showcases how Denver will leverage existing and innovative technology initiatives from USDOT and standards organizations throughout our Smart City deployment.

B. Staffing Description

1. Staffing Organization

For this program, Denver carefully identified the necessary project team of city staff (including two new positions) who will participate in and lead the effort. Our staff will be supplemented by contractor support from Jacobs Engineering, Econolite, and Peloton Technology. CDOT will provide additional regional partner support. Jacobs Engineering will be responsible for IV Project management (see Section A2, under Program Management Approach), overseen by key

City Staff including:

Steve Hersey, City Traffic Engineer, IV Project Manager. Steve is Denver's co-lead for Connected and Autonomous Vehicles, and has a wealth of experience dating back to 1993 when he began working for CDOT in the Traffic Engineering group. His extensive work on Colorado's first managed lane corridor, including tolling and active traffic management infrastructure, will be invaluable on this program. His ability to integrate traditional traffic engineering systems with connected and autonomous vehicle technologies will help to achieve the desired project outcomes. Steve will be responsible for overseeing the scope, schedule, and budget of this project.

Michael Finochio, TMC Engineering Manager, IV Technical Manager. Michael will co-lead with Steve and is responsible for traffic operations, ranging from ITS devices to traveler information, directing construction projects, contracts, budgeting, and day-to-day operations. He serves as a subject matter expert on ITS design, implementation, and operations. Michael has close working relationships with various regional and national players in the transportation arena.

These key City staff will be supported by the SMART Council (see Section A11, Partnership Plan) and the Mayor's Executive Leadership Team (see Section A2, under Program Management Approach) for all IV Projects.

2. Primary Point of Contact

The primary point of contact for the project will be Michael Finochio:

Michael Finochio, Engineering Manager
Public Works/Transportation & Mobility, City and County of Denver
Office: 720-913-0801
E-mail: michael.finochio@denvergov.org

C. Funding Description

Table 10 below presents a breakdown of the estimated costs by proposed IV project, including an identification of the funding sources and amounts. If selected, the proposed IV projects will be funded by Denver (50% of total project funding) and through ATCMTD funds (50%). A more detailed budget estimate is included as Attachment E.

Table 10. Estimated Costs Rounded to the Nearest Dollar

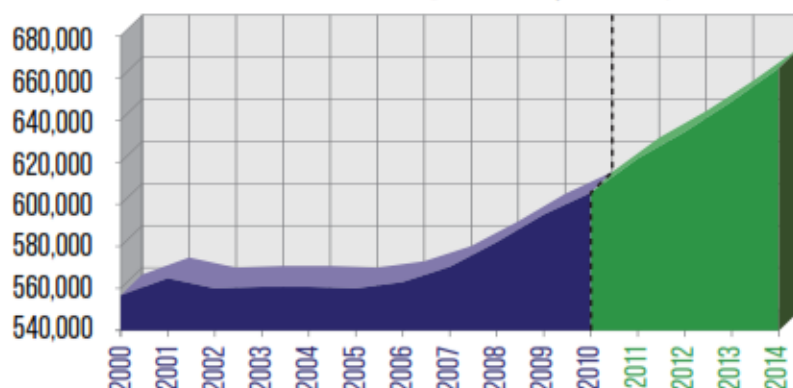
| Project | Denver funds | ATCMTD funds | Total |
|--------------|--------------------|--------------------|---------------------|
| IV-1 | \$2,061,242 | \$2,061,242 | \$4,122,485 |
| IV-2 | \$3,217,245 | \$3,217,246 | \$6,434,491 |
| IV-3 | \$721,519 | \$721,519 | \$1,443,038 |
| Total | \$6,000,007 | \$6,000,007 | \$12,000,014 |

Supporting Documents

Attachment A. Denver Population Infographic

POPULATION GROWTH

Denver has seen its population grow from 467,610 in 1990 to 600,158 in 2010 – an increase of more than 28 percent in 20 years. According to the state demographer's office, Denver reached 664,220 in 2014, an additional 10 percent in just four years.



600,158 *population in 2010*

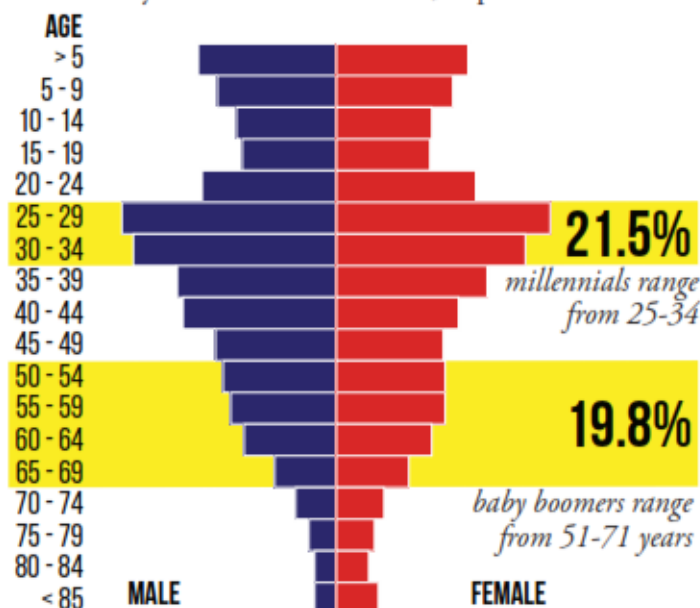
DOWNTOWN DENVER CORE

142%
increase in the number of residents since 2000

65,974
residents living in downtown Denver and the surrounding historic neighborhoods

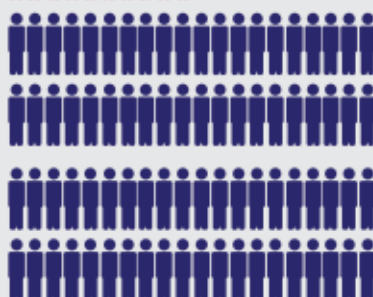
DENVER EMBRACES MULTI GENERATIONS

Denver is one of the youngest cities in the country, with millennials accounting for more than 21.5 percent of the city population. Baby boomers account for 19.8 percent.



DENSE URBAN POPULATION

DENVER REPRESENTS 25%
of the population of the local urbanized area



ATCMTD

The City and County of Denver

Attachment B. Partner Letters of Support

COLORADO
Department of Transportation
 Office of the Executive Director
 4201 East Arkansas Ave, Suite 262
 Denver, CO 80222

June 20, 2016

The Honorable Anthony Foxx, Secretary
 United States Department of Transportation
 1200 New Jersey Avenue, SE
 Washington, DC 20590

RE: City and County of Denver Support Letter for ATCMTD Grant Application

Dear Secretary Foxx:

The Colorado Department of Transportation (CDOT) strongly supports the Advanced Transportation and Congestion Management Technologies Deployment Initiative (ATCMTD) application submitted by the City & County of Denver to implement Connected Traffic Management Center (TMC) and Connected Fleets; Travel Time Reliability as a City Service for Connected Freight and Safer Pedestrian Crossings for Connected Citizens.

Rapid population growth. Increased traffic congestion. Hundreds of traffic-related deaths and serious injuries each year. Air pollution. Numerous disconnected and disadvantaged communities. Those are just some of the challenges facing Denver and cities across the country. Denver was built by pioneers dedicated to achieving bold outcomes through collaborative, community-based problem solving. That spirit continues to drive us forward today. Our challenges are many, but they can be overcome.

With the ATCMTD grant, we have selected the following Intelligent Vehicles and Safety projects to address the serious challenges facing Denver today and will deliver measurable outcomes aligned with the ATCMTD goals and focus areas. These Intelligent Vehicle/Safety projects will usher in a new era of transformational technologies for Denver and the region, bringing greater mobility safety, efficiency and reliability to our transportation network.

Denver's contribution of \$6.0 M of total local match demonstrates a firm belief and commitment in in these projects to improve connectivity, reliability and safety in our community. Denver staff will contribute far more through the day to day management of this funding opportunity and continuing to build out the comprehensive approach we developed through our Smart City Challenge application.

We thank you for your consideration of Denver's ATCMTD grant which will prepare us for coming advancements in automation and allow us to maximize our existing infrastructure; establish a first-in-the-nation Freight Efficiency Corridor Program, install DSRC along key routes, and offer travel time reliability as a City service using freight signal priority to incentivize freight operators to equip their fleets with DSRC; and address pedestrian crossings with new tools and technology to increase the safety of our community.

Please do not hesitate to contact me with any questions.

Sincerely,

Shailen P. Bhatt
 Executive Director

4201 E. Arkansas Ave, Suite 262, Denver, CO 80222 P 303.757.9201 F 303.757.9656 www.codot.gov



ATCMTD

The City and County of Denver



Solutions that Move the World®

June 21, 2016

Robert Rupert
US Department of Transportation
1200 New Jersey Ave, SE
Mail Drop: E86-205
Washington, DC 20590

Dear Mr. Rupert:

Econolite is pleased to support the City of Denver's proposal response to the United States Department of Transportation's Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) Initiative. USDOT's investments over the last 15 years in Connected Vehicle (CV) standards and related technologies establishes a framework for innovations that are inducing a transformation of ITS. The ATCMTD initiative amplifies and expedites the application of these innovations with measurable benefit to the proposer that is awarded this opportunity.

The framework of connected vehicles provides opportunity to completely redefine the interaction between vehicles and infrastructure, enabling an entirely new methodology for traffic control. Econolite has been following USDOT's lead on CV for the last 15 years and is ready to release a new CV intersection controller. This ground-breaking technology overcomes prior limitations by providing the traffic controller with geometric awareness of the intersection as well as CV trajectory data as an input for vehicle demand. We believe this broadened awareness will enable an entirely new set of traffic control strategies, optimization models, and features.

The City of Denver has long been a progressive agency that embraces new technologies and leverages the opportunities opened by USDOT. Denver has identified means for Econolite to integrate our CV-based traffic controller within their IV-2 project that focuses on Travel Time Reliability for Connected Freight. For IV-2, Econolite will help build the value proposition of CV technologies to freight companies via ETA-based signal priority for freight vehicles.

ATCMTD

The City and County of Denver



Solutions that Move the World®

This program is designed to significantly expand the operational capabilities of the CV environment by leveraging the real-time data exchanges of connected vehicles to optimize traffic flow and safety. These solutions will seamlessly connect to other integrated systems within a smart-city network infrastructure. This ensures that the critical V2I building blocks are in place and ready to help agencies, freight companies, and local businesses realize the full potential of connected vehicles.

Econolite is excited to be part of this program and provides full support to the City of Denver in their pursuit of this opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Raamot", is positioned above the printed name.

Eric Raamot
Vice President, Engineering
Econolite Control Products, Inc.

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ATCMTD

The City and County of Denver



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June 23, 2016

Crissy Fanganello
Director of Transportation
Denver Public Works
City and County of Denver
201 West Colfax Avenue
Denver, CO 80202

RE: Denver's ATCMTD Grant Application

Dear Mrs. Fanganello:

I write in support of the City and County of Denver's United States Department of Transportation (USDOT) Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) grant application. The City and County of Denver's grant application will help the entire Denver metro area reap the benefits of a dedicated linkage between advanced technology and transportation solutions to improve mobility, increase safety, and increase efficiency.

Jacobs stands dedicated in our commitment to Denver. The capabilities of the project components included in the city's grant application will help the City assume a proactive stance with regards to congestion, safety, and efficiency while elevating Denver to a national leader in connected vehicle technology.

The ATCMTD will help enable the City and County of Denver to deliver innovative projects to help ensure residents see easing congestion, that businesses can operate more efficiently, and that pedestrians and bicyclists can move about the city in a safe manner. Jacobs strongly supports this grant application and looks forward to partnering with the City and County of Denver and other project partners in this endeavor.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie Skeen".

Julie Skeen
Rocky Mountain Operations Manager
Jacobs Engineering Group Inc.

ATCMTD

The City and County of Denver

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Peloton Technology
1060 La Avenida Street
Mountain View, CA 94043
650.395.7356

www.peloton-tech.com

June 23, 2016

To: Crissy Fanganello
Director of Transportation & Mobility
Denver Public Works
City and County of Denver

Subject: Partner Letter of Support for the USDOT Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) Initiative

Dear Ms. Fanganello,

I am writing to express the support of Peloton Technology for the Denver Smart City Program ATCMTD proposal to USDOT. Specifically, Peloton Technology will support the project titled IV-2, Travel Time Reliability for Connected Freight.

Peloton will support the project with expertise which encompasses Intelligent Freight Vehicles, V2V and V2I Connectivity to improve mobility, and initial forms of vehicle automation. Peloton is developing innovative ITS platooning technology for heavy vehicles that features V2X (vehicle-to-vehicle/infrastructure/cloud) communications, radar-based active safety systems, vehicle control algorithms and a cloud-based Network Operations Center (NOC) to link heavy trucks traveling along freight corridors – connecting terminals, arterials, highways and interchanges. These systems can save fuel, reduce emissions, improve safety and enhance quality of life in the City.

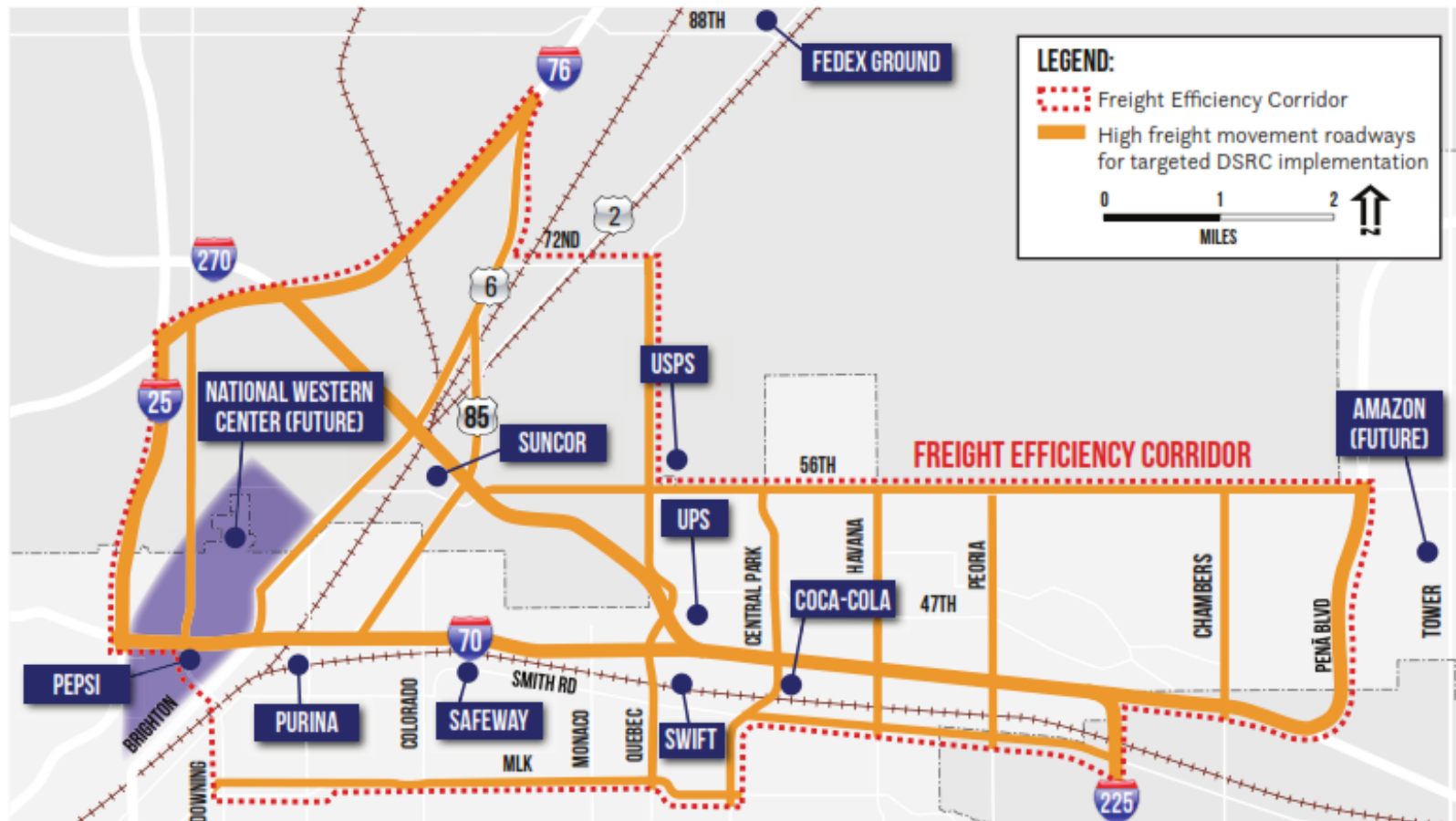
Peloton will also be pleased to serve on the IV-2 Project Leadership Team (PLT). We look forward to being a part of this exciting deployment effort.

Sincerely,

DocuSigned by:

08613267382647C
Josh Switkes
Founder & CEO
Peloton Technology

Attachment C. North Denver Freight Corridor Map

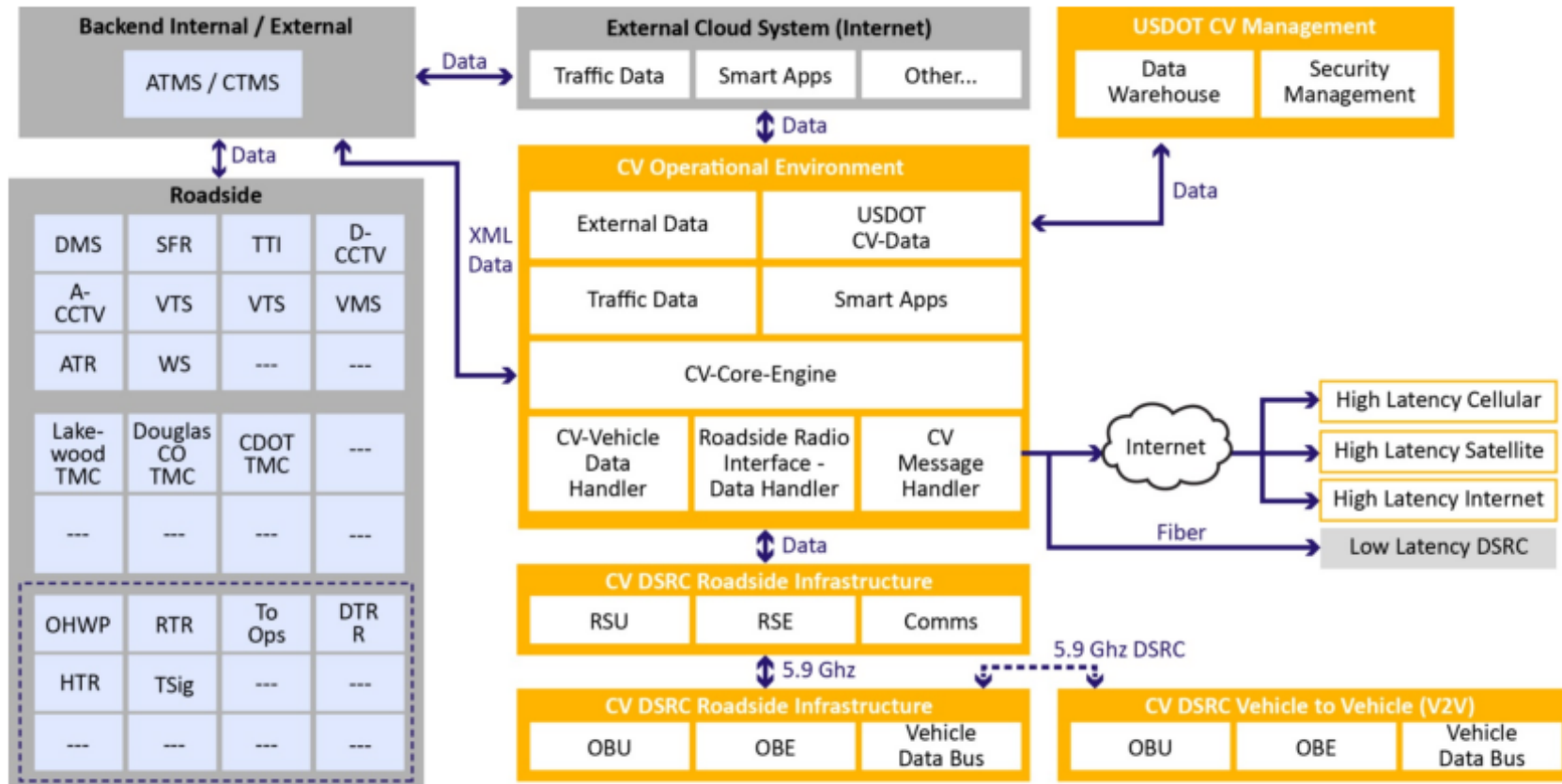


. Stretching from I-25 to Pena Boulevard, North Denver is dense with freight movement and industrial facilities and is primed for improving safety and freight efficiency. The Freight Efficiency Corridor will allow trucks access to their destinations through routes that do not disturb neighborhood communities.

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Attachment D. Context Diagram for Denver TMC CV Operational Environment



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Attachment E. Detailed IV Project Budgets



13. Annual Spend Plan - Intelligent Vehicles

Version 1, dated June 19, 2016



INTELLIGENT VEHICLES

| | | |
|---------|---------------|--------------|
| FUNDING | | \$12,000,014 |
| | ATCMTD Funded | \$5,930,052 |
| | City Funded | \$6,069,962 |


| INTELLIGENT VEHICLES - YEARLY SPEND PLAN | FY2016 | FY2017 | FY2018 | FY2019 | Investment after FY2019 |
|--|--------|--------|--------|--------|-------------------------|
|--|--------|--------|--------|--------|-------------------------|

| Materials | Unit | Cost per Unit | Total \$ 3 year Investment | 0% | 20% | 50% | 30% | 15% |
|---|------|---------------|----------------------------|------------------|-------------------|---------------------|-------------------|-------------------|
| IV-1, Connected Traffic Management Center and Connected Fleets | | | | | | | | |
| Waze Connected Citizens Program - FREE | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| DSRC Onboard Units | 1500 | \$ 1,200 | \$ 1,800,000 | \$ - | \$ 360,000 | \$ 900,000 | \$ 540,000 | |
| Annual Requirements/Config Management Software License | 3 | \$ 5,000 | \$ 15,000 | \$ - | \$ 3,000 | \$ 7,500 | \$ 4,500 | |
| IV-2, Travel Time Reliability for Connected Freight | | | | | | | | |
| DSRC Roadside Units | 50 | \$ 2,500 | \$ 125,000 | \$ - | \$ 25,000 | \$ 62,500 | \$ 37,500 | |
| Roadside Signage | 161 | \$ 1,000 | \$ 161,000 | \$ - | \$ 32,200 | \$ 80,500 | \$ 48,300 | |
| Peloton | 1 | \$ 165,000 | \$ 165,000 | \$ 4,489 | \$ 53,429 | \$ 55,032 | \$ 52,050 | |
| Econolite | 1 | \$ 542,000 | \$ 542,000 | \$ 14,746 | \$ 175,506 | \$ 180,771 | \$ 170,977 | |
| IV-3, Safer Pedestrian Crossing for Connected Citizens | | | | | | | | |
| Roadside Cabinets | 4 | \$ 25,000 | \$ 100,000 | \$ - | \$ 20,000 | \$ 50,000 | \$ 30,000 | |
| Detection | 4 | \$ 40,000 | \$ 160,000 | \$ - | \$ 32,000 | \$ 80,000 | \$ 48,000 | |
| Communications | 4 | \$ 8,000 | \$ 32,000 | \$ - | \$ 6,400 | \$ 16,000 | \$ 9,600 | |
| Signs and Markings | 4 | \$ 5,000 | \$ 20,000 | \$ - | \$ 4,000 | \$ 10,000 | \$ 6,000 | |
| RR flashers and Poles | 4 | \$ 10,000 | \$ 40,000 | \$ - | \$ 8,000 | \$ 20,000 | \$ 12,000 | |
| DSRC Roadside Units | 4 | \$ 2,500 | \$ 10,000 | \$ - | \$ 2,000 | \$ 5,000 | \$ 3,000 | |
| Total Direct Materials | | | \$ 3,170,000 | \$ 19,235 | \$ 721,535 | \$ 1,467,303 | \$ 961,927 | \$ 475,500 |
| % of Spending per Year | | | | 1% | 23% | 46% | 30% | |


| Labor | City / Contract | FTE | NEW % Effort | Hourly Labor Rate | Total \$ 3 year Investment | + 3% Escalation from previous year | + 3% Escalation from previous year | + 3% Escalation from previous year | 8% |
|---|-----------------|-----|--------------|-------------------|----------------------------|------------------------------------|------------------------------------|------------------------------------|------------|
| IV-1, Connected Traffic Management Center and Connected Fleets | | | | | | | | | |
| Engineering/Design | | | | | | | | | |
| CV Senior Systems Architect/System Engineers | Contract | 2.5 | 25.0% | \$ 102 | \$ 423,386 | \$ 11,519 | \$ 137,098 | \$ 141,210 | \$ 133,559 |
| CV Application/Software Developer | Contract | 2 | 25.0% | \$ 95 | \$ 315,260 | \$ 8,577 | \$ 102,085 | \$ 105,147 | \$ 99,450 |
| CV Security/Network Engineer | Contract | 2 | 15.0% | \$ 102 | \$ 203,225 | \$ 5,529 | \$ 65,807 | \$ 67,781 | \$ 64,108 |
| Traffic Engineer, Steve Hersey | City | 1 | 33% | \$ 48 | \$ 105,753 | \$ 2,877 | \$ 34,244 | \$ 35,271 | \$ 33,360 |
| Technician - City | City | 1 | 33% | \$ 38 | \$ 83,721 | \$ 2,278 | \$ 27,110 | \$ 27,923 | \$ 26,410 |
| Install | | | | | | | | | |
| ITS Engineer/Electrical Engineer | Contract | 2 | 25.0% | \$ 75 | \$ 248,107 | \$ 6,750 | \$ 80,340 | \$ 82,750 | \$ 78,267 |
| Traffic Signal & Elec Technician | Contract | 2 | 25.0% | \$ 60 | \$ 198,485 | \$ 5,400 | \$ 64,272 | \$ 66,200 | \$ 62,613 |
| IV-2, Travel Time Reliability for Connected Freight | | | | | | | | | |
| Engineering/Design | | | | | | | | | |

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The City and County of Denver





13. Annual Spend Plan - Intelligent Vehicles
Version 1, dated June 19, 2016



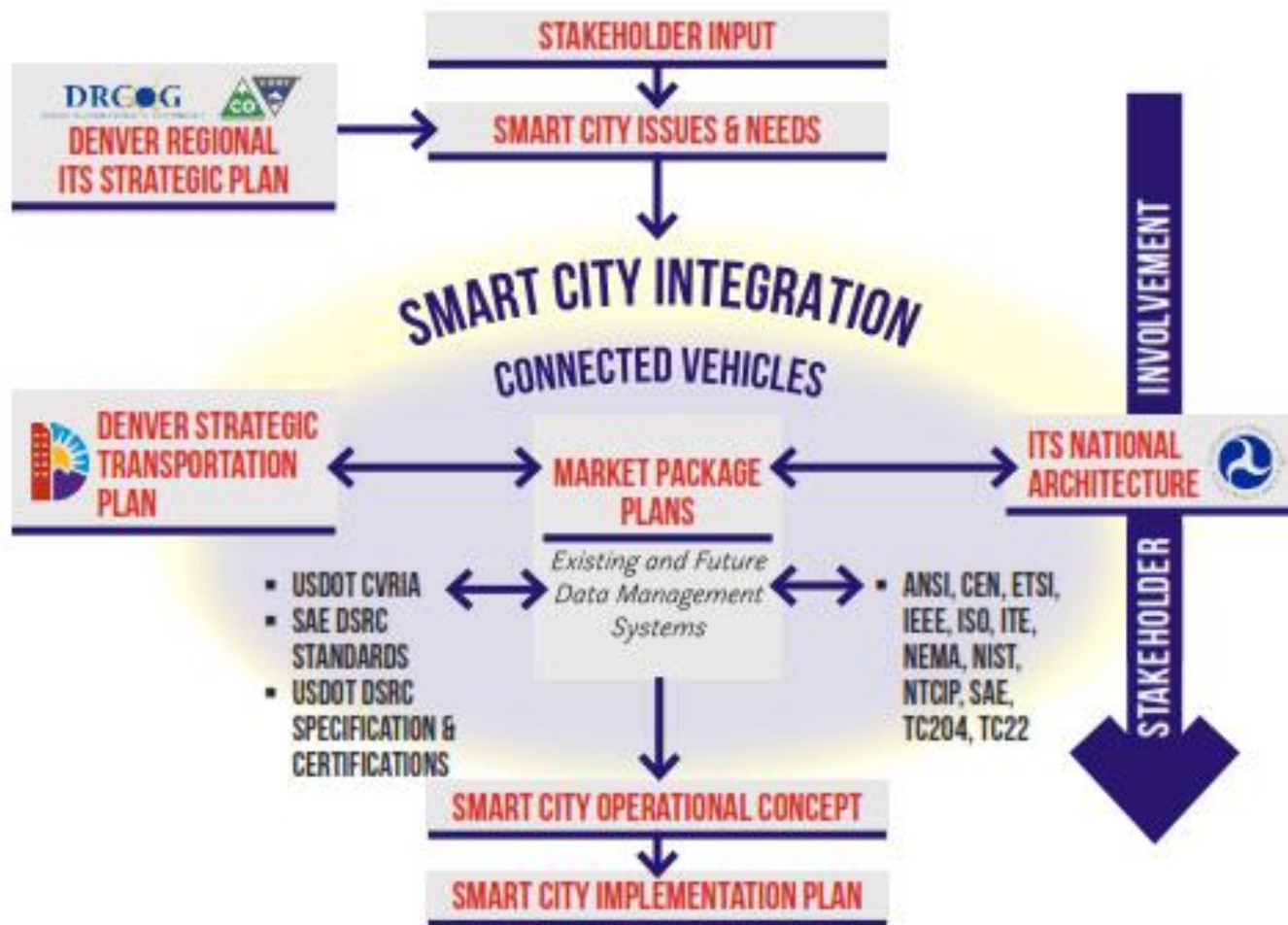
| | | | | | | | | | | | | | | | | |
|--|----------|--------------|--------|---------------|----------------------------|----------------------------|---------|-----------|------------------------------------|------------------------------------|------------------------------------|-----------|---------|-----------|---------|-----------|
| Urban Planners | Contract | 2 | 15.0% | \$ | 120 | \$ | 237,617 | \$ | 6,465 | \$ | 76,943 | \$ | 79,252 | \$ | 74,958 | |
| Freight SME/ Industry Coordinator | Contract | 2 | 15.0% | \$ | 87 | \$ | 171,960 | \$ | 4,678 | \$ | 55,683 | \$ | 57,353 | \$ | 54,246 | |
| CV Senior Systems Architect/System Engineers | Contract | 2.5 | 50.0% | \$ | 102 | \$ | 846,772 | \$ | 23,037 | \$ | 274,195 | \$ | 282,421 | \$ | 267,119 | |
| CV Application/Software Developer | Contract | 3 | 50.0% | \$ | 95 | \$ | 945,779 | \$ | 25,731 | \$ | 306,255 | \$ | 315,442 | \$ | 298,351 | |
| CV Security/Network Engineer | Contract | 2 | 50.0% | \$ | 102 | \$ | 677,417 | \$ | 18,430 | \$ | 219,356 | \$ | 225,937 | \$ | 213,695 | |
| Traffic Engineer, Steve Hersey | City | 1 | 33% | \$ | 48 | \$ | 105,753 | \$ | 2,877 | \$ | 34,244 | \$ | 35,271 | \$ | 33,360 | |
| Technician - City | City | 1 | 33% | \$ | 38 | \$ | 83,721 | \$ | 2,278 | \$ | 27,110 | \$ | 27,923 | \$ | 26,410 | |
| Install | | | | | | | | | | | | | | | | |
| Signal Timing Engineer/Traffic Modeler | Contract | 2 | 15.0% | \$ | 100 | \$ | 198,485 | \$ | 5,400 | \$ | 64,272 | \$ | 66,200 | \$ | 62,613 | |
| Traffic Control/MOT | Contract | 2 | 15.0% | \$ | 75 | \$ | 148,864 | \$ | 4,050 | \$ | 48,204 | \$ | 49,650 | \$ | 46,960 | |
| ITS Engineer/Electrical Engineer | Contract | 2 | 25.0% | \$ | 75 | \$ | 248,107 | \$ | 6,750 | \$ | 80,340 | \$ | 82,750 | \$ | 78,267 | |
| Traffic Signal & Elec Technician | Contract | 2 | 25.0% | \$ | 60 | \$ | 198,485 | \$ | 5,400 | \$ | 64,272 | \$ | 66,200 | \$ | 62,613 | |
| IV-3, Safer Pedestrian Crossing for Connected Citizens | | | | | | | | | | | | | | | | |
| Engineering/Design | | | | | | | | | | | | | | | | |
| Traffic Engineer | Contract | 1 | 10.0% | \$ | 120 | \$ | 79,206 | \$ | 2,155 | \$ | 25,648 | \$ | 26,417 | \$ | 24,986 | |
| Traffic Engineer, Steve Hersey | City | 1 | 10% | \$ | 48 | \$ | 31,758 | \$ | 864 | \$ | 10,284 | \$ | 10,592 | \$ | 10,018 | |
| Technician - City | City | 1 | 10% | \$ | 38 | \$ | 25,141 | \$ | 684 | \$ | 8,141 | \$ | 8,385 | \$ | 7,931 | |
| Install | | | | | | | | | | | | | | | | |
| Signal Timing Engineer/Traffic Modeler | Contract | 1 | 10.0% | \$ | 100 | \$ | 66,162 | \$ | 1,800 | \$ | 21,424 | \$ | 22,067 | \$ | 20,871 | |
| Traffic Control/MOT | Contract | 1 | 10.0% | \$ | 75 | \$ | 49,621 | \$ | 1,350 | \$ | 16,068 | \$ | 16,550 | \$ | 15,653 | |
| ITS Engineer/Electrical Engineer | Contract | 1 | 10.0% | \$ | 75 | \$ | 49,621 | \$ | 1,350 | \$ | 16,068 | \$ | 16,550 | \$ | 15,653 | |
| Traffic Signal & Elec Technician | Contract | 1 | 10.0% | \$ | 60 | \$ | 39,697 | \$ | 1,080 | \$ | 12,854 | \$ | 13,240 | \$ | 12,523 | |
| Total Direct Labor | | | | | | | \$ | 5,782,105 | \$ | 157,308 | \$ | 1,872,316 | \$ | 1,928,486 | \$ | 1,823,995 |
| % of Spending per Year | | | | | | | | | | 3% | | 32% | | 33% | | 32% |
| | | | | | | | | | | | | | | | | |
| Labor Overhead | | City / Contr | FTE | NEW % Effort | Labor Rate (+ X% burden) | Total \$ 3 year Investment | | | + 3% Escalation from previous year | + 3% Escalation from previous year | + 3% Escalation from previous year | | | | 10% | |
| IV-1, Connected Traffic Management Center and Connected Fleets | | | | | | | | | | | | | | | | |
| System Development Lead | Contract | 1 | 33.0% | \$ | 131 | \$ | 285,453 | \$ | 7,766 | \$ | 92,433 | \$ | 95,206 | \$ | 90,048 | |
| Project Manager, Michael Finocchio | City | 1 | 33.0% | \$ | 48 | \$ | 104,800 | \$ | 2,851 | \$ | 33,936 | \$ | 34,954 | \$ | 33,060 | |
| IV-2, Travel Time Reliability for Connected Freight | | | | | | | | | | | | | | | | |
| System Development Lead | Contract | 1 | 33.0% | \$ | 131 | \$ | 285,453 | \$ | 7,766 | \$ | 92,433 | \$ | 95,206 | \$ | 90,048 | |
| Project Manager, Michael Finocchio | City | 1 | 33.0% | \$ | 48 | \$ | 104,800 | \$ | 2,851 | \$ | 33,936 | \$ | 34,954 | \$ | 33,060 | |
| Senior Program Developer | Contract | 1 | 100.0% | \$ | 107 | \$ | 708,683 | \$ | 19,280 | \$ | 229,480 | \$ | 236,365 | \$ | 223,558 | |
| Community Liason | Contract | 1 | 100.0% | \$ | 63 | \$ | 416,872 | \$ | 11,341 | \$ | 134,988 | \$ | 139,038 | \$ | 131,505 | |
| IV-3, Safer Pedestrian Crossing for Connected Citizens | | | | | | | | | | | | | | | | |
| System Development Lead | Contract | 1 | 33.0% | \$ | 131 | \$ | 285,453 | \$ | 7,766 | \$ | 92,433 | \$ | 95,206 | \$ | 90,048 | |
| Project Manager, Michael Finocchio | City | 1 | 33.0% | \$ | 48 | \$ | 104,800 | \$ | 2,851 | \$ | 33,936 | \$ | 34,954 | \$ | 33,060 | |
| Total Overhead | | | | | | | \$ | 2,296,316 | \$ | 62,474 | \$ | 743,575 | \$ | 765,882 | \$ | 724,385 |
| % of Spending per Year | | | | | | | | | | 3% | | 32% | | 33% | | 32% |
| | | | | | | | | | | | | | | | | |
| Other Direct Cost | | | Unit | Cost per Unit | Total \$ 3 year Investment | | | | 3% | | 32% | | 33% | | 32% | 10% |
| IV-1, Connected Traffic Management Center and Connected Fleets | | | | | | | | | | | | | | | | |
| Contingency - Material | | | 10% | | \$ | 181,500.00 | \$ | 4,938 | \$ | 58,772 | \$ | 60,535 | \$ | 57,255 | | |

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The City and County of Denver

| <div>  <div> 13. Annual Spend Plan - Intelligent Vehicles <i>Version 1, dated June 19, 2016</i> </div>  </div> | | | | | | | | | | |
|--|--|--|-----|--|----------------------|-------------------|---------------------|---------------------|---------------------|---------------------|
| Contingency - Install Labor | | | 10% | | \$ 157,794 | \$ 4,293 | \$ 51,096 | \$ 52,628 | \$ 49,777 | |
| IV-2, Travel Time Reliability for Connected Freight | | | | | | | | | | |
| Contingency - Material | | | 10% | | \$ 28,600.00 | \$ 778 | \$ 9,261 | \$ 9,539 | \$ 9,022 | |
| Contingency - Install Labor | | | 10% | | \$ 34,121 | \$ 928 | \$ 11,049 | \$ 11,380 | \$ 10,764 | |
| IV-3, Safer Pedestrian Crossing for Connected Citizens | | | | | | | | | | |
| Contingency - Material | | | 10% | | \$ 31,200.00 | \$ 849 | \$ 10,103 | \$ 10,406 | \$ 9,842 | |
| Contingency - Install Labor | | | 10% | | \$ 318,378 | \$ 8,662 | \$ 103,095 | \$ 106,188 | \$ 100,434 | |
| Total Direct Cost | | | | | \$ 751,593 | \$ 20,448 | \$ 243,375 | \$ 250,676 | \$ 237,094 | \$ 75,159 |
| % of Spending per Year | | | | | | 3% | 32% | 33% | 32% | |
| GRAND TOTAL - Cost | | | | | \$ 12,000,014 | \$ 259,464 | \$ 3,580,801 | \$ 4,412,347 | \$ 3,747,401 | \$ 1,242,859 |
| % of Spending per Year | | | | | | 2% | 30% | 37% | 31% | |
| FUNDING | | | | | \$12,000,014 | | | | | |
| ATCMTD Funded | | | | | \$5,930,052 | | | | | |
| City Funded | | | | | \$6,069,962 | | | | | |
| BY PROJECTS | | | | | \$ 12,000,014 | ATCMTD | Denver | | | |
| IV-1, Connected Traffic Management Center and Connected Fleets | | | | | \$ 4,122,485 | \$ 6,000,007 | \$ 6,000,007 | | | |
| IV-2, Travel Time Reliability for Connected Freight | | | | | \$ 6,434,491 | \$ 2,061,242 | \$ 2,061,242 | | | |
| IV-3, Safer Pedestrian Crossing for Connected Citizens | | | | | \$ 1,443,038 | \$ 3,217,245 | \$ 3,217,245 | | | |
| | | | | | | \$ 721,519 | \$ 721,519 | | | |
| | | | | | | | | 2016 | 2017 | 2018 |
| IV-1, Connected Traffic Management Center and Connected Fleets | | | | | | | | \$ 62,777.49 | \$ 1,110,191.66 | \$ 1,677,107.41 |
| IV-2, Travel Time Reliability for Connected Freight | | | | | | | | \$ 167,276.02 | \$ 2,048,156.34 | \$ 2,193,685.03 |
| IV-3, Safer Pedestrian Crossing for Connected Citizens | | | | | | | | \$ 29,410.76 | \$ 422,453.45 | \$ 541,555.06 |
| | | | | | | | | | | \$ 1,272,408.01 |
| | | | | | | | | | | \$ 2,025,373.39 |
| | | | | | | | | | | \$ 449,619.21 |

Attachment F. Approach to Updating Regional ITS System Leveraging Technology



Denver will integrate its Smart City Program into the existing ITS Architecture process; utilize USDOT, SAE, IEEE, and other relevant standards; and engage the appropriate standards development stakeholders for new Smart City concepts.

BUDGET INFORMATION - Non-Construction Programs**SECTION A - BUDGET SUMMARY**

| Grant Program Function or Activity (a) | Catalog of Federal Domestic Assistance Number (b) | Estimated Unobligated Funds | | New or Revised Budget | | |
|---|--|-----------------------------|--------------------|-----------------------|--------------------|------------------|
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | Total (g) |
| 1. ATCMTD | | \$ | \$ | \$ 6,000,007.00 | \$ 6,000,007.00 | \$ 12,000,014.00 |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. Totals | | \$ | \$ | \$ 6,000,007.00 | \$ 6,000,007.00 | \$ 12,000,014.00 |

SECTION B - BUDGET CATEGORIES

| 6. Object Class Categories | GRANT PROGRAM, FUNCTION OR ACTIVITY | | | | Total (5) |
|--|-------------------------------------|-----|-----|-----|------------------|
| | (1) | (2) | (3) | (4) | |
| | ATCMTD | | | | |
| a. Personnel | \$ 1,786,383.47 | \$ | \$ | \$ | \$ 1,786,383.47 |
| b. Fringe Benefits | 765,592.92 | | | | 765,592.92 |
| c. Travel | | | | | |
| d. Equipment | | | | | |
| e. Supplies | | | | | |
| f. Contractual | 8,460,952.44 | | | | 8,460,952.44 |
| g. Construction | | | | | |
| h. Other | 525,687.92 | | | | 525,687.92 |
| i. Total Direct Charges (sum of 6a-6h) | 11,538,616.75 | | | | \$ 11,538,616.75 |
| j. Indirect Charges | 461,397.33 | | | | \$ 461,397.33 |
| k. TOTALS (sum of 6i and 6j) | \$ 12,000,014.08 | \$ | \$ | \$ | \$ 12,000,014.08 |
| 7. Program Income | \$ 0 | \$ | \$ | \$ | \$ |

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Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

| (a) Grant Program | | (b) Applicant | (c) State | (d) Other Sources | (e)TOTALS |
|-------------------------------|--|-----------------|-----------|-------------------|-----------------|
| 8. ATCMTD | | \$ 6,000,007.03 | \$ | \$ | \$ 6,000,007.03 |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. TOTAL (sum of lines 8-11) | | \$ | \$ | \$ | \$ |

SECTION D - FORECASTED CASH NEEDS

| | Total for 1st Year | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
|------------------------------------|--------------------|-------------|-------------|-------------|-------------|
| 13. Federal | \$ 750,000 | \$ 75,000 | \$ 150,000 | \$ 225,000 | \$ 300,000 |
| 14. Non-Federal | \$ 750,000 | 75,000 | 150,000 | 225,000 | 300,000 |
| 15. TOTAL (sum of lines 13 and 14) | \$ 1,500,000 | \$ 150,000 | \$ 300,000 | \$ 450,000 | \$ 600,000 |

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

| (a) Grant Program | FUTURE FUNDING PERIODS (YEARS) | | | |
|----------------------------------|--------------------------------|--------------|--------------|------------|
| | (b)First | (c) Second | (d) Third | (e) Fourth |
| 16. ATCMTD | \$ 1,500,000 | \$ 1,500,000 | \$ 3,000,000 | \$ 0 |
| 17. | | | | |
| 18. | | | | |
| 19. | | | | |
| 20. TOTAL (sum of lines 16 - 19) | \$ 1,500,000 | \$ 1,500,000 | \$ 3,000,000 | \$ 0 |

SECTION F - OTHER BUDGET INFORMATION

| | |
|-----------------------------------|----------------------------------|
| 21. Direct Charges: 11,538,616.74 | 22. Indirect Charges: 461,397.33 |
| 23. Remarks: | |

Project Oversight Agreement

The Federal Highway Administration (FHWA) anticipates substantial Federal involvement between the CO Division of FHWA and the City and County of Denver throughout the course of the ATCMTD project. The anticipated federal involvement will include: technical assistance and guidance; approved actions as defined here in this document; and participation in project development and technical meetings.

Due to the deployment of new connected vehicle and other innovative technologies the FHWA Colorado Division has designated this project a Project of Division Interest (PODI). This designation is consistent with other current Connected Vehicle (CV) deployments in Colorado which are also designated as PODIs, as well as with other states' deployments of Connected Vehicle technologies and ATCMTD grants.

PODIs are projects that present a meaningful opportunity for FHWA involvement to enhance overall program objectives. As part of this PODI designation the Division has prepared a project-specific Stewardship and Oversight Plan. This serves to outline the working relationship between the City and County of Denver and the FHWA.

A. PROJECT RISK ASSESSMENT

FHWA considers the risks to the delivery of the project in the determination of the level of oversight would be provided to each project. A risk assessment is performed for each project for the following categories:

1. Complexity,
2. Cost,
3. Schedule,
4. Funding,
5. Environmental Considerations,
6. Project Administration,
7. National/Regional Significance,
8. Urgency,
9. Corporate Actions, and
10. Local Considerations.

The results from the risk analysis tool highlights the major risk areas on the project and provides a categorical triage (i.e., High, Medium, or Low) as to how each of those risk areas applies to this project. The following table summarizes the risk analysis results for this project:

| Risk Area | Risk Ranking (H/M/L) | Risk Description/ Comments |
|------------|----------------------|---|
| Complexity | H | <ul style="list-style-type: none"> High risk ITS project (H) |

| | | |
|--------------------------------|---|--|
| Cost | L | <ul style="list-style-type: none"> • Less than 25% of the City's transportation budget (L) • Less than \$750 million in total project cost (L) • Low risk of cost creep (CER) (L) • More than 20% Federal Assistance (H) |
| Schedule | L | <ul style="list-style-type: none"> • Simple schedule with few project interfaces (L). • Insignificant schedule risk because of utility or right of way impacts (L). • Medium risk of schedule change/delays due to software development challenges as well as private sector/stakeholder commitment to participate (M). |
| Urgency | L | <ul style="list-style-type: none"> • Project is currently proceeding as planned and has no significant issues (L) • Current phase of project is expected to be completed in the next year or so with no significant issues (L) • Minimal political/stakeholder interests and involvement in current phase of project (L) |
| Environmental Considerations | L | <ul style="list-style-type: none"> • Project likely requires a Categorical Exclusion (CE), i.e. minimum environmental impacts and project mitigation (L) • Little opposition to project and low risk of legal challenges (L) |
| Funding | L | <ul style="list-style-type: none"> • Project is funded with traditional local, and federal funds (L) • All project funding will be identified in a state planning document such as a State Transportation Improvement Plan (STIP) as well as the TIP (L) |
| Project Administration | M | <ul style="list-style-type: none"> • Project is the City of Denver with some experience and acceptable past performance of delivering similar projects (M/H) • Project sponsor has adequate resources to deliver the project (L) • Project procurement is expected to follow the traditional ITS process (L) • Low risk of issues meeting Federal Regulations, e.g. DBE, Buy America, Uniform Act, improper payments, and construction quality assurance (M) |
| National/Regional Significance | M | <ul style="list-style-type: none"> • Interstate project impacting over 150,000 ADT • Provides congestion relief and air quality improvement (L) |
| Corporate Actions | L | <ul style="list-style-type: none"> • No significant project elements, protocols or features have been identified that will impact or influence a FHWA national goal and no corporate activities are anticipated in the next year (L) |

B. PROJECT ELEMENTS FOR FHWA INVOLVEMENT

Based on the areas identified, FHWA has considered the following elements of program delivery as providing an opportunity for added value by its involvement. The specific activities that FHWA will be involved are listed in Section C, but the elements target for involvement are the following:

- ☒ Project Authorization and Project Agreement
- ☒ Project Planning and Programming
- ☒ Project Financing
- ☒ Environmental Clearances/NEPA
- ☒ Preliminary Design (Systems Engineering Management Plan and Concept of Operations, and other documents deemed appropriate by FHWA, depending on the project elements)
- ☒ Final Design
- ☒ Plan, Specification, & Estimate Development
- ☒ Advertising and Award
- ☐ Innovative Contracting/Design Build
- ☒ Contract Administration
- ☒ Construction Inspection & Quality (Verification of System)
- ☒ Other – Describe: Compliance with the ATCMD Cooperative Agreement reporting requirements

C. PROJECT ACTIVITIES FOR FHWA INVOLVEMENT

Based on project risks, and project elements in which FHWA involvement would add value, specific actions to be taken by FHWA on this Project should be selected. Choose from the following actions below, and then provide a more detailed description of what that action will entail.

- ☒ Retained Project Approval Actions

See attachment A for a detailed accounting of who will take responsibility for each project approval action. Quarterly invoices will be required by the ATCMDTD grant.

- ☒ Project/Technical Meetings

If FHWA plans to regularly attend and participate in project/technical meetings, check this box.

FHWA anticipates attending project design and stakeholder meetings, selectively. FHWA expects City of Denver to inform FHWA of all upcoming meetings for FHWA to determine if it's necessary to participate.

☒ Document/Plan Review

If FHWA plans to review the plans and/or documents prepared for this project (beyond those that would be reviewed for a required approval action in the first section), check this box. Provide a brief description of which documents and plans will be reviewed.

☐ Field Review/Inspection & Report

If FHWA plans to conduct field reviews or inspections on this project, check this box. Provide a brief description of the anticipated frequency of these inspections and for which phases of the project.

☐ Program/Process Reviews & Report

If FHWA plans to include this project in any risk-based program or process reviews, check this box. Provide a brief description of the risk and which review would be including this project.

☐ CAP Review

If FHWA plans to include this project in a CAP review, check this box. Provide a brief description of which year of CAP would include it.

☒ Special Review

If FHWA plans to conduct any other sort of special review that includes this project, check this box. Provide a brief description of the review and how this project will be included. 2 CFR 200 Risk Assessment.

☒ Other – Describe:

If FHWA plans any other specific project level actions and involvement not otherwise reflected in this POA, check this box.

FHWA AOR (Agreement Officer's Representative) and the CO DIV Program Oversight Manager (POM) shall work to ensure reporting requirements outlined in the Grant Agreement are met by City of Denver.

ATTACHMENT A
PROJECT ACTION RESPONSIBILITY MATRIX
ATCMTD

| PROJECT ACTION RESPONSIBILITY MATRIX | | |
|---|--------------------------|----------------|
| ACTION | Agency to Approve/Concur | |
| PROGRAMMING (All phases) | | |
| Ensure project in Statewide Transportation Improvement Program (STIP)/Transportation Improvement Program (TIP) | | City of Denver |
| Identify proposed funding category | | City of Denver |
| FINANCIAL MANAGMENT (All phases) | | |
| Obligate funds/approve Federal-aid project agreement, modifications, and project closures (project authorizations) (Note: this action cannot be assumed by State) | | FHWA |
| Authorize current bill (Note: this action cannot be assumed by State) | | FHWA |
| ATCMTD Quarterly Invoice and Report | | FHWA |
| ENVIRONMENT (All phases) | | |
| All EA/FONSI, EIS/ROD, 4(f), 106, 6(f) and other approval actions required by Federal environmental laws and regulations. (Note: this action cannot be assumed by STATE except under 23 U.S.C. 327) | | FHWA |
| Categorical Exclusion approval actions (Note this action cannot be assumed by the State except through an assignment under 23 U.S.C. 326 or 327, or through a programmatic agreement pursuant to Section 1318(d) of MAP-21 and 23 CFR 771.117(g)) | | FHWA |
| PRELIMINARY DESIGN (Design Phase) | | |

| PROJECT ACTION RESPONSIBILITY MATRIX | | |
|---|--|--------------------------|
| ACTION | | Agency to Approve/Concur |
| Consultant Contract Selection | | FHWA |
| Sole source Consultant Contract Selection | | FHWA |
| Approve hiring of consultant to serve in a “management” role (Note: this action cannot be assumed by State) [23 CFR 172.9] | | FHWA |
| Approve consultant agreements and agreement revisions (Federal non-Major Projects) [23 CFR 172.9] | | City of Denver |
| Approve exceptions to design standards [23 CFR 625.3(f)] | | City of Denver |
| Interstate System Access Change [23 USC 111] (Note: this action cannot be assumed by State) | | FHWA |
| Interstate System Access Justification Report [23 USC 111] (Note: action may be assumed by State pursuant to 23 USC 111(e)) | | FHWA |
| Airway highway clearance coordination and respective public interest finding (if required) [23 CFR 620.104] | | City of Denver |
| Concur on Award | | FHWA |
| DETAILED / FINAL DESIGN (Design Phase) | | |
| Approve retaining right-of-way encroachments [23 CFR 1.23 (b) & (c)] | | FHWA |
| Approve use of local force account agreements [23 CFR 635.104 & 204] | | City of Denver |
| Approve use of publicly owned equipment [23 CFR 635.106] | | City of Denver |
| Approve the use of proprietary products, processes [23 CFR 635.411] | | FHWA |

| PROJECT ACTION RESPONSIBILITY MATRIX | | |
|---|--------------------------|--|
| ACTION | Agency to Approve/Concur | |
| RIGHT-OF-WAY (Design and Operational Phases) | | |
| Make feasibility/practicability determination for allowing authorization of construction prior to completion of ROW clearance, utility and railroad work [23 CFR 635.309(b)] | | FHWA |
| Make public interest finding on whether State may proceed with bid advertisement even though ROW acquisition/relocation activities are not complete for some parcels [23 CFR 635.309(c)(3)] | | FHWA |
| Ensure compliant ROW certificate is in place [23 CFR 635.309(c)] | | City of Denver |
| Approve Hardship and Protective Buying [23 CFR 710.503] (If a Federal-aid project) (Note: this action cannot be assumed by State) | | FHWA |
| Approve Interstate Real Property Interest Use Agreements [23 CFR 710.405] (Note: this action cannot be assumed by State) | | FHWA |
| Approve non-highway use and occupancy [23 CFR 1.23(c)] | | FHWA for Interstate City of Denver for Non-Interstate |
| Approve disposal at less than fair market value of federally funded right-of-way, including disposals of access control [23 U.S.C. 156] (Note: this action cannot be assumed by State) | | FHWA |
| Approve disposal at fair market value of federally funded right-of-way, including disposals of access control [23 CFR 710.409] (Note: 23 CFR 710.201 authorizes FHWA and STATE to agree to | | FHWA for Interstate City of Denver for Non-Interstate |

| PROJECT ACTION RESPONSIBILITY MATRIX | | |
|--|---------------------------------|----------------|
| ACTION | Agency to Approve/Concur | |
| scope of property-related oversight and approvals for all actions except those on the Interstate System) | | |
| Functional replacement of property [23 CFR 710.509] (Note: this action cannot be assumed by State) | | FHWA |
| SYSTEM OPERATIONS AND PRESERVATION (Design Phase) | | |
| Accept Transportation Management Plans (23 CFR 630.1012(b)) | | City of Denver |
| Approval of System Engineering Analysis (for ITS) [23 CFR 940.11] | | FHWA |
| PS&E AND ADVERTISING (Design Phase) | | |
| Approve PS&E [23 CFR 635.309 (a)] | | FHWA |
| Authorize advance construction and conversions [23 CFR 635.309] (Note: this action cannot be assumed by State) | | FHWA |
| Approve utility or railroad force account work [23 CFR 645.113 & 646.216] | | City of Denver |
| Approve utility and railroad agreements [23 CFR 645.113 & 646.216] | | City of Denver |
| Approve use of consultants by utility companies [23 CFR 645.109(b)] | | City of Denver |
| Approve exceptions to maximum railroad protective insurance limits [23 CFR 646.111] | | City of Denver |
| Authorize (approve) advertising for bids [23 CFR 635.112, 309] | | FHWA |
| CONTRACT ADVERTISEMENT AND AWARD (Design Phase) | | |
| All contracts to be done by competitive bidding unless otherwise authorized by law | | |

| PROJECT ACTION RESPONSIBILITY MATRIX | | |
|--|---------------------------------|----------------|
| ACTION | Agency to Approve/Concur | |
| Approve cost-effectiveness determinations for construction work performed by force account or by contract awarded by other than competitive bidding [23 CFR 635.104 &.204] | | City of Denver |
| Approve emergency determinations for contracts awarded by other than competitive bidding [23 CFR 635.104 &.204] | | FHWA |
| Approve advertising period less than 3 weeks [23 CFR 635.112] | | FHWA |
| Approve addenda during advertising period [23 CFR 635.112] | | City of Denver |
| Concur in award of contract [23 CFR 635.114] | | FHWA |
| Concur in rejection of all bids [23 CFR 635.114] | | FHWA |
| Concur Design-Build Requests-for-Proposals and Addenda [23 CFR 635.112] | | FHWA |
| CONSTRUCTION (Construction Phase) | | |
| Approve changes and extra work [23 CFR 635.120] | | FHWA |
| Approve contract time extensions [23 CFR 635.120] | | City of Denver |
| Concur in use of mandatory borrow/disposal sites [23 CFR 635.407] | | City of Denver |
| Accept materials certification [23 CFR 637.207] | | FHWA |
| Concur in settlement of contract claims [23 CFR 635.124] | | FHWA |
| Concur in termination of construction contracts [23 CFR 635.125] | | City of Denver |
| Waive Buy America provisions [23 CFR 635.410] (Note: this action cannot be assumed by State) | | FHWA |

| PROJECT ACTION RESPONSIBILITY MATRIX | | |
|---|--------------------------|----------------|
| ACTION | Agency to Approve/Concur | |
| Final inspection/acceptance of completed work [23 USC 114(a)] | | FHWA |
| CIVIL RIGHTS (All phases) | | |
| Approval of Disadvantaged Business Enterprise (DBE) Project Contract Goal as per 49 CFR 26.51(d). [49 CFR 26.51(e)(3)] | | City of Denver |
| Acceptance of Bidder's Good Faith Efforts to Meet Contract Goal [49 CFR 26.53] or of Prime Contractor's Good Faith Efforts to Find Another DBE Subcontractor When a DBE Subcontractor is Terminated or Fails to Complete Its Work [49 CFR 26.53(g)] (Note: this action cannot be performed by the FHWA) | | City of Denver |
| Equal Employment Opportunity (EEO) Contract Compliance Review [23 CFR Part 230, Subpart D]). | | City of Denver |
| Training Special Provision – Approval of Project Goal for training slots or hours [23 CFR Part 230, Subpart A] | | City of Denver |
| Training Special Provision – Approval of New Project Training Programs (Note: this action cannot be assumed by State) [23 CFR 230.111(d), (e)] | | FHWA |
| FOOTNOTES: | | |
| <p>(1) City of Denver is responsible for ensuring that all individual elements of the project are eligible. FHWA will check that the scope of the project as described in submitted project agreement is eligible for the category of funding sought. All final eligibility and participation determinations are retained by FHWA.</p> <p>(2) If there is a 23 U.S.C. 326 or 327 assignment or PCE agreement, decisions are handled in accordance with those assignments or agreements.</p> <p>(3) Modifications to, or variations of this agreement require a written agreement between the City</p> | | |

| PROJECT ACTION RESPONSIBILITY MATRIX | |
|---|--------------------------|
| ACTION | Agency to Approve/Concur |
| <p>and County of Denver Project Manager and the FHWA CO DIV Project Manager, in accordance with City and County of Denver amendment procedures.</p> <p>(4) Approvals and Concurrences of line items in this agreement can be submitted directly to the Agreement Officer Representative (AOR) and the CO DIV Project Manager.</p> | |

Contract Control Number: PWADM-201738687-00

Grantor Name: Federal Highway Administration

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of

January 30, 2018

SEAL



ATTEST:

Debra Jensen

CITY AND COUNTY OF DENVER

By

[Signature]

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

REGISTERED AND COUNTERSIGNED:

By

Beth Machann for CFO

By

[Signature]

By

[Signature]



Contract Control Number: PWADM-201738687-00

Grantor Name: Federal Highway Administration

By: see attached signature page

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



AMENDMENT TO ASSISTANCE AGREEMENT

1. **AMENDMENT NO.:** 0001 **EFFECTIVE DATE:** See Block 9
2. **PROCUREMENT REQUEST NO.:** N/A
3. **AMENDMENT OF AGREEMENT NO.:** 693JJ31850001
4. **ISSUED BY:** Federal Highway Administration (FHWA)
Office of Acquisition and Grants Management, HCFA-32
1200 New Jersey Avenue, S.E.
Washington, DC 20590
5. **NAME AND ADDRESS OF RECIPIENT:** City and County of Denver
201 W. Colfax
Suite 509
Denver, CO 80202-5329
DUNS #: 085596802
6. **ACCOUNTING AND APPROPRIATION DATA:**

- None
7. **DESCRIPTION OF AMENDMENT:**

The purpose of this unilateral administrative amendment is to hereby designate Ryan Buck as the Agreement Specialist for the cooperative agreement.

Ryan Buck, Agreement Specialist
Office of Acquisition and Grants Management
Federal Highway Administration
Ryan.Buck@dot.gov
202-366-4229

All other terms and conditions remain unchanged.

693JJ31850001
Amendment No. 1
Page 2 of 2

8. Name of Person Authorized to Sign

9. Signature of FHWA Agreement Officer

(N/A) Administrative Amendment

Signature

Signature

Date Signed: _____

Date Signed:

Printed Name: _____

Printed Name:

Title: _____

Jeffrey Martin
Agreement Officer

U.S. Department of Transportation
Advanced Transportation Congestion Management Technologies Deployment “ATCMTD” Initiative

DENVER

SMART CITY PROGRAM



ATCMTD
THE CITY AND COUNTY OF DENVER

I. COVER PAGE

| | |
|--|---|
| Project Name: | Denver Smart City Program |
| Previously Incurred Project Cost: | \$200,000 |
| Future Eligible Project Cost: | \$0.00 |
| Total Project Cost: | \$12,000,014 |
| ATCMTD Request: | \$6,000,007 |
| Total Federal Funding (including ATCMTD): | \$6,000,007 |
| Are matching funds restricted to a specific project component? If so, which one? | No |
| State(s) in which the project is located: | Colorado |
| Is the project currently programmed in the: <ul style="list-style-type: none">• Transportation Improvement Program (TIP)• Statewide Transportation Improvement Program (STIP)• MPO Long Range Transportation Plan• State Long Range Transportation Plan | No, the project is not currently programmed into any of the plans listed. |



Table of Contents

| | |
|--|-----------|
| A. Project Description | 1 |
| 1. Introduction..... | 1 |
| 2. City and County of Denver Travel Characteristics..... | 3 |
| a) Partnerships..... | 4 |
| b) Program Management Approach..... | 5 |
| 3. Geographic Areas..... | 7 |
| 4. Real World Issues and Challenges..... | 8 |
| Alignment with ATCMTD Goals and Focus Areas | 9 |
| Linkages to Ladders of Opportunity | 13 |
| 5. Transportation Systems and Services | 13 |
| 6. Long-Term Operations and Maintenance | 17 |
| 7. Challenges to Deployment..... | 17 |
| 8. System Performance Improvements | 18 |
| 9. Safety, Mobility, and Environment Benefits | 19 |
| 10. Vision, Goals and Objectives for the Deployment | 20 |
| 11. Partnership Plan | 21 |
| SMART Council | 22 |
| 12. Existing Local and Regional Advanced Transportation Technology Investments Plan..... | 23 |
| 13. Deployment Schedule | 24 |
| 14. Innovative Technology Initiatives | 25 |
| B. Staffing Description..... | 26 |
| 1. Staffing Organization..... | 26 |
| 2. Primary Point of Contact | 26 |
| C. Funding Description | 27 |
| Supporting Documents | 28 |
| Attachment A. Denver Population Infographic | 28 |
| Attachment B. Partner Letters of Support..... | 29 |
| Attachment C. North Denver Freight Corridor Map | 34 |
| Attachment D. Context Diagram for Denver TMC CV Operational Environment..... | 35 |
| Attachment E. Detailed IV Project Budgets | 36 |
| Attachment F. Approach to Updating Regional ITS System Leveraging Technology | 39 |

A. Project Description

1. Introduction

The City and County of Denver is proposing three Intelligent Vehicle (IV) Projects utilizing advanced traveler information systems; advanced transportation management technologies; transportation system performance data collection, analysis, and dissemination systems and advanced safety systems to address issues and challenges in safety, mobility, and sustainability while building a foundation for future projects to improve economic vitality and air quality. Denver, Colorado faces a myriad of challenges at the intersection of transportation, environment and people:

- **Rapid population growth:** 10,000-15,000 new residents move to Denver each year¹,
- **Traffic congestion:** 80 percent of the population commutes in a single-occupant vehicle,
- **Dangerous roadways:** more than 15,000 crashes annually including 129 fatal crashes,
- **High percentage of residents living near or below the poverty rate:** 23.9% of the population is living on less than 125% of the federal poverty level,²
- **Increased cost of living:** 30 percent increase in cost of apartment rentals since 2010, and
- **Air pollution:** Denver is an ozone and CO₂ non-attainment area.

Although daunting, Denver's obstacles are not insurmountable. The United States Department of Transportation (USDOT) Smart City Challenge gave Denver the opportunity to develop a comprehensive plan that will address these challenges and transform our region into a global model where transportation and technology can break down barriers and connect all people to mobility freedom and opportunity. The Smart City Challenge served as the seed and spark to identify innovative solutions to our toughest issues. Now, the Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) Initiative provides the opportunity for the City and County of Denver to bring our most critical Smart City Program projects to life through the proposed IV Projects.

These proposed IV Projects will address and support alleviation of some of our most pressing challenges. In addition to our rapid population growth, Denver has an influx of an additional 200,000 commuters from outside the City traveling to Denver-based jobs during the workweek- with the vast majority driving single occupant vehicles. This creates considerable congestion yet expanding and widening roads is extraordinarily expensive and traditional infrastructure improvements do not alleviate many of Denver's other challenges. For this reason, we are prepared to match ATCMTD grant funds with City and County of Denver funds to focus first on such proposed IV Projects as the launch of our Smart City Program. These IV Projects will allow us to address our most pressing traffic congestion and safety issues and deliver measurable outcomes aligned with ATCMTD goals and focus areas. Implementing IV Projects will usher in a new era of transformational technologies for Denver and the region, bringing greater mobility safety, efficiency, and reliability to our transportation network. These benefits will also build a foundation for Denver to implement other Smart City projects to reduce costs, connect underserved communities with resources, and bring environmental and economic benefits to the City. The proposed Smart City IV Projects include:

IV-1, Connected Traffic Management Center (TMC) and Connected Fleets. The Denver TMC currently operates and maintains over 1,200 traffic signals, 460 closed circuit TV cameras, and thousands of sensor and detection devices deployed citywide, but lacks the ability to communicate the valuable information that it gathers regarding roadway closures, construction, dangerous intersections, and other critical traveler information to the public. To meet this need immediately, Denver will partner with Waze^{R1} (a community-based traffic and navigation application provider) to reduce congestion,

¹ 2015 Census data.

² 2014 Census data.

^{R1} Equivalent partner(s) based on open BIDs

Blue text indicate revision to original grant application

improve safety and make data-driven urban planning decisions by connecting our TMC directly with travelers. To innovate today and prepare for the future, we will create a Connected TMC by building a Connected Vehicle (CV) operational environment to support current and future CV applications. As vehicles are a crucial part of a CV future, we will install [dual DSRC/CV2X \(Dedicated Short Range Communications/Cellular to Everything\)](#) in 250 City fleet vehicles to jumpstart market penetration. The Connected TMC will allow us to innovate today by leveraging our existing ITS infrastructure while simultaneously preparing for a future with increasing CVs. Through IV-1, we aim to reduce crashes at identified Vision Zero intersections by 30% and reduce incident response times for citizen-reported crashes by 30%.

IV-2, Travel Time Reliability as a City Service for Connected Freight. Denver has quickly become a hub for innovation, but it has long been a hub for regional and national freight movement. I-25, I-70, and I-76 are all federally designated high priority corridors that pass through metro Denver, and which converge in North Denver to form a dense freight corridor. However, many of our underserved communities are also located in this corridor and are significantly impacted by noise, pollution, and wandering trucks. Today, freight movement is a free-for-all in North Denver. For years, residents have complained about serious safety issues where trucks are traversing the same neighborhood streets where children walk to school. These issues create a barrier to existing linkages to ladders of opportunities in these areas.

This IV-2 project will transform North Denver into a Freight Efficiency Corridor to tackle these issues. Right now, trucks must travel without much consistent information on traffic or fastest routes to their destination. With [dual DSRC/CV2X](#)-enabled freight signal priority, we can make the traffic lights work for trucks instead of against them. Denver will be the first in the nation to offer this type of City service to the freight industry if organizations follow new business rules, including avoiding congested freeways, staying out of neighborhoods, and equipping their trucks with [dual DSRC/CV2X](#). This improved efficiency will result in long overdue safety improvements for our underserved communities in this corridor. We will target a 20% reduction in freight travel during peak periods to alleviate truck congestion on interstate and state highways, and a 20% reduction in freight travel time on critical arterial routes using freight signal priority. We will also aim to reduce reports of interruptive freight movement in neighborhoods by 30% to increase safety and use of linkages to ladders of opportunity.

IV-3, Safer Pedestrian Crossings for Connected Citizens. There are increasing demands to promote safer walking and biking to improve public health and air quality, as well as to reduce vehicle congestion. In 2015, 1,618 crashes involving pedestrians and 1,147 crashes involving bicycles occurred in Denver. Automated Pedestrian Detection (APD) technologies are a new solution to addressing pedestrian and driver interactions at difficult crossings. This project will deploy APD at four [HAWK \(Hi-intensity Activated crosswalk\)](#) traffic signals; with expansion plans to full movement intersections dependent on budget availability. ~~unprotected midblock trail crossings using Rectangular Rapid Flashing Beacons~~ to enhance traditional pedestrian push buttons. Field data from these pilot locations will be continuously sent to the Denver TMC for research, field testing, and fine tuning of the APD system, and will be available to the public. The IV-3 project will also serve as a test for Connected Citizen pedestrian warning systems by allowing us to collect and disseminate pedestrian and bicycle crossing information via [dual DSRC/CV2X](#), increasing pedestrian safety.

2. City and County of Denver Travel Characteristics

Denver is a hotbed of innovation and opportunity. The city is experiencing unprecedented growth, increasing from 467,610 people in 1990 to 600,158 in 2010 (28%). The population increased an additional 10% between 2010 and 2014 (see Attachment A for more information regarding Denver’s population). Denver also ranked first among big cities for economic and job growth³ and ranked as the number one “best place for business and careers.”⁴ This city’s work to improve transportation systems was recognized in 2013 when Denver was ranked the overall “Best City for Public Transportation” by U.S. News.⁵ However, there is still work to be done in order to continue meeting the growing demands on our transportation network. **Error! Reference source not found.**¹ (right) and Figure 2 (below) are infographics which summarize the characteristics and existing infrastructure of Denver to provide insight on the scale and capabilities of our City.



Figure 1. Denver characteristics

Through the process of developing the SMART City program, we have identified the City’s most pressing challenges related to transportation: freight movement in North Denver (IV-2); pedestrian and bicycle safety throughout Denver (IV-3); and improving capabilities of our TMC by enabling better communication with the traveling public today and simultaneously preparing for the transformational capabilities enabled by CV technology (IV-1). These projects will support USDOT priorities, including: 1) transportation elements associated with Smart Cities, 2) systemic applied pedestrian crossing technology, 3) traffic signal data acquisition, analysis, and management and 4) incorporation of CV technology in public sector and first responder fleets.

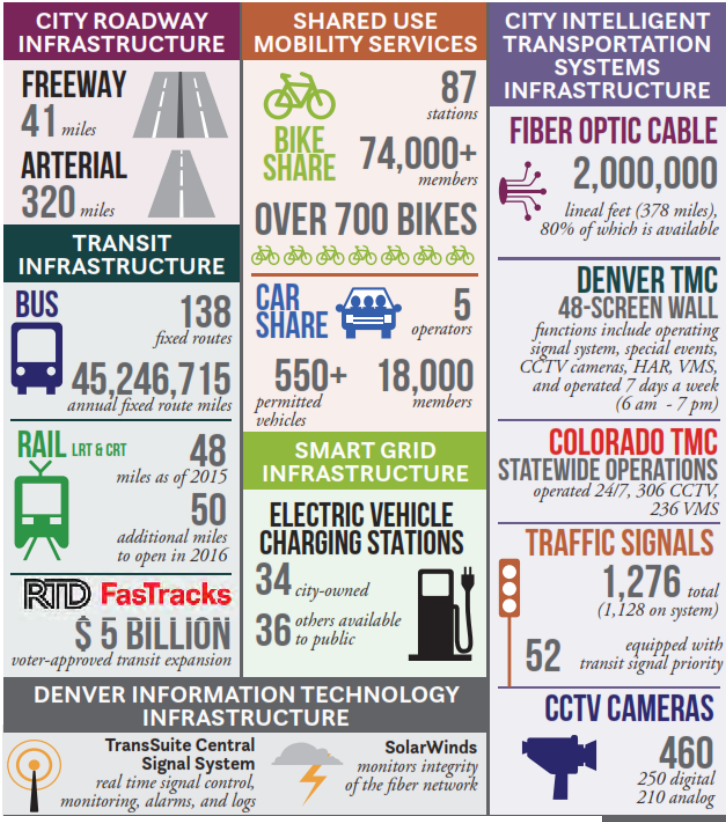


Figure 2. Denver infrastructure

³ Area Development, 2015
⁴ Forbes, 2015
⁵ USNews, 2013
^{R1} Equivalent partner(s) based on open BIDs
Blue text indicate revision to original grant application
Denver Smart City Program

Denver is a city of challenges and opportunities, and therefore perfectly situated to serve as a model for other cities. An ATCMTD investment in Denver is an investment in solutions to challenges facing many cities across the nation. We are one of the most sought after, youngest, fastest growing cities in the nation, yet our infrastructure is extremely strained due to that growth. While we have summer-time ozone issues and localized CO emissions exceedances, we also have a high quality of life that entices many to come to Denver for employment and to live. Similar to other mid-sized cities, our list of challenges is long:

- Changing mobility patterns, particularly for millennials and baby boomers
- Accessibility for underserved populations
- Aging and degraded transportation infrastructure serving an ever-increasing and evolving population
- Technology and cybersecurity demands

Within our Smart City Program, we have prioritized these IV projects because they are focused on addressing these challenges specifically with outcome-based solutions.

a) Partnerships

Denver is fully committed to launching our Smart City Program efforts through partnerships with industry and external entities. We have existing private partners for ongoing Denver programs and initiatives including Panasonic^{R1}, Xerox^{R1}, and the Rocky Mountain Institute^{R1}. They are all committed to helping us to further identify, test, and refine our Smart City Program, vision, and projects. Additionally, we have strong ties with our public sector partners at the Colorado Department of Transportation (CDOT) and the Denver Regional Council of Government (DRCOG) as well other regional neighbors and organizations such as the Metro Chamber of Commerce, and the Metro Mayors Caucus.

A key aspect of our Smart City Program is our SMART Council (described in Section A11, Partnership Plan), which includes strategically selected partners from government, academia, automaker industry, energy, policy, technology, safety, telecom, transportation and professional organizations. We will continue this legacy of partnership and collaboration with our proposed ATCMTD projects. Table 1 below presents each of our key partners for the three proposed IV Projects, including their responsibility and involvement with the projects. Letters of support from some of these partners are included in Attachment B.

Table 1. Denver Smart City Program Partners.

| Partners | Responsibility | Projects | | |
|--------------|---|----------|------|------|
| | | IV-1 | IV-2 | IV-3 |
| CDOT | CDOT will bring insights from its \$20 million RoadX and CV deployment programs to inform our IV Projects. CDOT is committed to supporting the implementation and acceleration of the Freight Efficiency Corridor Program to help prepare for the \$1.2 billion Central I-70 project and to facilitating travel time reliability as a City service via freight signal priority. | X | X | |
| DRCOG | DRCOG will participate in the local and regional SMART Council and provide transportation and traffic engineering expertise across all projects. | X | X | X |

^{R1} Equivalent partner(s) based on open BIDs

Blue text indicate revision to original grant application

| Partners | Responsibility | Projects | | |
|--|---|----------|------|------|
| | | IV-1 | IV-2 | IV-3 |
| Jacobs Engineering Group, Inc. | In the role of Program Management Oversight (PMO) and Denver's lead Smart City consultant, Jacobs ^{R1} will draw upon its program management capabilities and leverage its work with CDOT on CV deployment. Jacobs ^{R1} will be responsible for helping Denver ensure the effective execution of the Smart City Program. | X | X | X |
| Econolite | Denver will partner with Econolite ^{R1} to launch its new CV intersection controller, Cobalt-Sky TM . This is the first-ever traffic controller fully designed to apply the robust inputs offered by dual DSRC/CV2X . Denver will implement the new traffic controller to enable freight signal priority on project IV-2. | | X | X |
| Peloton^{R1} Technology | For project IV-2, Peloton ^{R1} Technology will support Denver to launch travel time reliability as a City service to freight fleet operators as an incentive to equip their fleets with dual DSRC/CV2X technology. | | X | |
| Waze^{R1} | The Waze ^{R1} provider Connected Citizens Program will reduce congestion, improve safety and inform smarter urban planning by connecting with travelers through project IV-1. | X | | |

b) Program Management Approach

Our overall program management approach is based on a lean management structure to ensure we are capable of making timely decisions when they are needed most. We will implement our Smart City Program and the proposed IV projects with the functional systems, organizational constructs, and implementation strategies that ensure we operate in alignment with our values and are achieving Denver's and USDOT's desired outcomes.

The Denver Smart City Program controls and contract administration procedures will track and manage baseline budget control, pending and approved change control, schedule control, monthly progress reports, and all necessary federal funding reports for the IV Projects. Our program management approach is tailored to support the continuous advancement of the entire Smart City Program and will include management from both the City and the contract program manager.

Denver's Smart City Program will be co-chaired by Crissy Fanganello, the City's Director of Transportation and Mobility, and Evan Dreyer, Mayor Michael Hancock's Deputy Chief of Staff. They will head up an Executive Leadership Committee. The Leadership Committee will include several other key City officials, and also will include representatives from two of our primary Smart City Program collaborators: CDOT and DRCOG. The Executive Leadership Committee will provide strategic guidance and support to our project teams for the proposed IV Projects. The committee will also be responsible for engaging with our SMART Council (defined in Section 11, Partnership Plan) and other strategic partners.

Project Management Plan. The contract program manager, Jacobs Engineering^{R1}, will be responsible for monitoring and reporting all elements of Denver's Smart City Program. The

^{R1} Equivalent partner(s) based on open BIDs

Blue text indicate revision to original grant application

proposed program relies on a robust and proven Project Management Plan (PMP) that describes the organization, management control systems, and processes that guide the full range of activities required to implement this groundbreaking program. Jacobs^{R1} is well versed at successfully managing key PMP processes that will drive this program from initiation, planning and execution to monitoring, controlling and closing. Jacobs^{R1} will be overseen by key City staff on the IV Project, including the Project Manager and Technical Manager (see Section B1, Staffing Organization). Denver will adhere to Project Management Body of Knowledge, 5th edition standards.

The PMP will be updated on a monthly basis, and will contain scope, schedule, communication, cost, quality, configuration management and risk management plans. Our contract program manager will be fully responsible for ensuring compliance with the PMP throughout the duration of the IV Project's contract. Denver's PMP will:

- Summarize the Smart City Program, including the scope, schedule and capital budget
- Describe organizational, partner and reporting relationships
- Establish goals and objectives that form the basis of the Smart City Program
- Provide information about the organization, control systems, processes, roles, responsibilities and lines of authority within the Smart City Program
- Cite definitive and authoritative references, including specific policies and procedures
- Designate inter-relationships between the Smart City practices and the agency-wide policies and procedures
- Establish consistent management practices
- Form mechanisms for managing technical and financial risks
- Demonstrate that Denver's program is structured in accordance with City and federal requirements

Denver is also committed to IV Project effectiveness, including continually evaluating the need for traditional ITS infrastructure and assessing the possibility of replacing the functionality of those systems with new CV technology. This will allow for continual cost-benefit analyses of planned CV technologies.

Project Funding. The budget estimate for the proposed IV Projects is provided in Section C (Funding Description) and is based on a ~~six-year~~ ~~three-year~~ project period of performance. The estimate includes materials, labor, and installation costs for years one through ~~six~~ ~~three~~ as well as an estimate for the annual cost to operate and maintain the proposed systems beyond the proposed grant period, including estimated annual maintenance, utility upgrades, end of useful life replacements, and periodic repairs. IV-1, -2, and -3 project needs will be procured through the City's existing service contracts, and for the purposes of this budget estimate, fully burdened rates have been used. Denver has consulted with third-party vendors, other cities, engineers and contractors installing similar projects to derive the budget costs presented in Section C.

Project Funding for this grant will be managed using Denver's existing PeopleSoft Accounting system to track budgets, encumbrances and payments. A ~~quarterly program~~ ~~monthly project~~ status report will be created to document the current state of the ~~program~~ ~~project~~. Project tracking, reporting and requests for reimbursement will be completed in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

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 Denver Smart City Program

3. Geographic Areas

We selected the three proposed IV Projects from our Smart City Program due to their focus on solving real safety and congestion challenges that Denver is facing today. A detailed description of each project is provided in Section A5, Transportation Systems and Services. Below is a brief description of the geographic area where each project will be implemented:

IV-1: Connected TMC and Connected Fleets. This project is centered on the Denver TMC, which operates 24 hours per day/seven days per week from within the Webb Municipal Office Building in Downtown Denver. This building houses the City’s Transportation and Mobility department, which will implement proposed IV Projects, including IV-1. We will leverage our existing ITS infrastructure and immediately enable the deployment of CV applications by building a CV operational environment at the TMC. We will equip light-duty and heavy-duty City fleet vehicles with ~~dual~~ ~~DUAL~~-DSRC/CV2X to jumpstart market penetration and empower the CV operational environment. These fleet vehicles blanket the City through daily operations and will generate data throughout Denver, limited to the City and County boundaries.

IV-2: Travel Time Reliability for Connected Freight. This project is focused on addressing the critical safety issues facing Denver’s underserved neighborhoods in North Denver, including Globeville, Elyria-Swansea and Montbello. These areas have high percentages of minority populations, households with low-income, and families with children (see Table 2⁶ below). These neighborhoods are constantly impacted by trucks traveling through this dense freight corridor, which includes Heartland Expressway, Ports-to-Plains and Camino Real. A Freight Efficiency Corridor will be established in the area bound on the east and west by I-25 and Pena Blvd, respectively (see Attachment C for a map of the Freight Corridor).

Table 2. Characteristics of North Denver Neighborhoods Impacted by Freight Traffic

| Characteristic | Globeville | Elyria-Swansea | Montbello | Denver |
|---|------------|----------------|-----------|----------|
| Percentage of total population that is Hispanic | 68% | 84% | 61% | 32% |
| Percentage of total households with children | 43% | 55% | 72% | 25% |
| Average household income | \$39,200 | \$44,700 | N/A | \$73,100 |

IV-3: Safer Pedestrian Crossings for Connected Citizens. This project will pilot APD technologies at the following four locations selected from a recently completed prioritization study of all uncontrolled ~~trail~~ crossings in Denver:

- Galena St & 29th Ave ~~Weir Gulch Trail at Decatur Street~~
- Glena St & MLK Blvd ~~Lakewood Gulch Trail at Knox Court~~
- GVR Blvd & Walden St ~~High Line Canal Trail at Monaco Street~~
- Morrison Rd & Raleigh St ~~High Line Canal Trail at Yale Street~~

These four locations were identified from candidate locations that need additional treatment and were selected based on their ~~proximity to~~ existing traffic signal and communications infrastructure for ease of pilot deployment. By targeting these ~~trail~~-crossings, we expect to increase pedestrian

⁶ Table Data retrieved from <http://denvermetrodata.org/neighborhood/montbello> and https://www.denvergov.org/Portals/746/documents/HIA/HIA_Section%202.pdf

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and biker safety. This will also allow us to collect data on pedestrian and biker safety to support implementation of future safety-enhancing projects, encouraging alternative transportation and improving air quality.

4. Real World Issues and Challenges

Foremost among Denver's challenges are rapid population growth and traffic congestion. The city's population has increased by 23% since 2000.⁷ This phenomenal residential growth is compounded as each workday 200,000 commuters who live outside of Denver travel to the City for work— the vast majority driving single-occupant vehicles. The traffic congestion created is considerable, as current infrastructure insufficiently supports the high volume of commuters. However, construction to expand and widen roads is extraordinarily expensive. We recently spent \$30 million to add one lane for one mile to a major north-south arterial and we are preparing to spend – in partnership with the Federal Highway Administration and CDOT – \$1.2 billion to add lanes to Interstate 70 and reconnect the urban street grid northeast of downtown. These are important improvements, but they are built on a supply model that we cannot sustain financially and do not utilize available technology or improve resident outcomes.

Traditional infrastructure improvements also do not alleviate many of Denver's other challenges, such as our difficulties obtaining compliance with federal ozone standards due to traffic congestion or high incidents of traffic accidents. Each year Denver has 15,000 crashes, with 129 resulting in fatality. In 2015 alone, Denver had 1,147 crashes involving bicycles and 1,618 crashes involving pedestrians.

Additionally, Denver has increasing cost of living, underserved areas, and children living in poverty. Since 2010, Denver rent prices have increased more than 5% each year,⁸ making it harder for low-income families to remain or relocate here, and all but impossible for low-wage workers to live close to their jobs. Perhaps most alarming – up to 40% of Denver's residents live in underserved neighborhoods, primarily in the western, northern and northeastern portions of the city. Many of these underserved neighborhoods are disconnected by physical barriers such as highways, railroads and rivers, creating food deserts that negatively impact health.⁹ These underserved communities have disproportionately high minority populations (see Table 2 above). Also, nearly one of every four Denver children lives in an area of concentrated poverty. The number of homeless students in Denver has increased 41% since 2013-14 and has doubled across the entire metro area since 2008.¹⁰

While all of these issues are not part of the measurable outcomes of this project, by implementing IV projects 1-3 we hope to lessen the impacts of these difficulties on the city and provide foundational technologies and data sources to further lessen these challenges with other Smart City projects. By targeting freight issues in underserved communities, IV-2 will increase the safety of residents and eliminate barriers to their utilization of linkages to ladders of opportunity, allowing residents safe passage to work or school. We anticipate this will also decrease the number of

⁷ 2015 Census data.

⁸ FOX 31 Denver (2015). Study: Denver apartment rent increases to be the largest this year. Retrieved from <http://kdvr.com/2015/04/14/study-denver-apartment-rent-increases-to-be-largest-in-u-s-this-year/>

⁹ Moyer, D. C. (2013). Denver food deserts and the impact on health. University of Denver. Retrieved from http://www.du.edu/korbel/ipps/media/documents/moyer_policymemo.pdf

¹⁰ Denver Office of Children's Affairs (2015). The status of Denver's children: Community resource. Retrieved from https://www.denvergov.org/content/dam/denvergov/Portals/713/documents/2014_Data--Lisa/Status%20of%20Denver's%20Children%202015%20A%20Community%20Resource.pdf

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pedestrian-auto crashes and traffic accidents and fatalities by reducing interruptive freight movement in these neighborhood communities. IV-3 will also increase pedestrian safety through crossing technologies, ultimately reduce pedestrian-auto crashes and encourage walking or biking. This improves resident health, use of linkages to opportunity, and air quality. This is especially important for low-income communities that may have fewer transportation options and less access to opportunities. Additionally, by implementing CV technologies, we anticipate reduction of traffic accidents and fatalities through use of real-time data for reducing incident response times, as well as injuries and crashes at identified Vision Zero intersections.

Alignment with ATCMTD Goals and Focus Areas

The IV Projects proposed for our Denver Smart City Program will deploy technologies targeted by the ATCMTD initiative including 1) advanced traveler information systems, 2) advanced transportation management technologies, and 3) advanced safety systems including V2V and V2I communications, technologies associated with autonomous vehicles, and other collision avoidance technologies, including systems using cellular technology. Table 3 below presents where projects IV-1 through IV-3 align with the ATCMTD initiative's focus areas, while Table 4 describes how each project aligns with ATCMTD goals.

Table 3. Proposed Project Alignment with ATCMTD Focus Areas

| Relevant ATCMTD Focus Areas | Alignment with IV Projects | Projects | | |
|--|--|----------|-------|-------|
| | | IV -1 | IV -2 | IV -3 |
| Transportation elements associated with Smart Cities | All 3 IV projects will deploy Smart Cities technology focused on improving transportation, including improving connectivity for the Denver TMC (IV-1), implementing dual DSRC/CV2X to enable freight signal priority (IV-2) and deploying APD technology to make pedestrian crossings safer (IV-3). | X | X | X |
| Systemic applied pedestrian crossing technology | IV-3 will deploy APD technology at locations selected based on roadway characteristics including number of lanes and speed limits, population density, proximity to retail and crash history. | | | X |
| Traffic signal data acquisition, analysis, and management | All three IV projects involve capturing traffic signal data at the Denver TMC in order to better manage and analyze Denver roadways for improved traffic operations throughout the city. This includes creating a CV operational environment to capture traffic signal data (IV-1), deploying a freight signal priority application using traffic signal data (IV-2) and implementing APD technology integrated with traffic signal data (IV-3). | X | X | X |
| Incorporation of connected vehicle (CV) technology in public sector and first responder fleets | IV-1 will deploy dual DSRC/CV2X in 250 1,500 heavy duty and light duty City vehicles. | X | | |

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Table 4. Proposed Project Alignment with ATCMTD Goals and Focus Areas

| ATCMTD Goals | Alignment with IV Projects | Projects | | |
|--|---|----------|----------|----------|
| | | IV -1 | IV -2 | IV -3 |
| Reduced costs and improved return on investments, including through the enhanced use of existing transportation capacity | By enabling the Denver TMC to use connected vehicle technology as an emerging data source, IV-1 will allow Denver to continuously assess the need to invest in expensive traditional ITS infrastructure, opening the door for reduced costs and improved return on investment. IV-2 will improve the efficiency of freight movement in North Denver to better leverage the existing transportation capacity of the highways and arterials that serve this dense freight corridor. | X | X | |
| Delivery of environmental benefits that alleviate congestion and streamline traffic flow | By providing better traveler information to the public (IV-1) and delivering travel time reliability as a City service (IV-2), Denver will improve safety and reduce congestion on its roadways citywide, which will have compounding benefits on the environment and on traffic flow. | X | X | |
| Measurement and improvement of the operational performance of the applicable transportation networks | By building a CV operational environment at the Denver TMC (IV-1) and deploying dual DSRC/CV2X technology in the North Denver freight corridor (IV-2), we will gain the ability to constantly measure and improve operational performance of our transportation networks citywide. | X | X | |
| Reduction in the number and severity of traffic crashes and an increase in driver, passenger, and pedestrian safety | All three IV projects are targeting transformational benefits in safety. IV-1 will deliver Vision Zero messaging with Waze to warn drivers of dangerous intersections, IV-2 will keep trucks off of neighborhood streets, and IV-3 will deploy APD technology to improve pedestrian and bicycle safety. | X | X | X |

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The City and County of Denver

| ATCMTD Goals | Alignment with IV Projects | Projects | | |
|--|---|----------|----------|----------|
| | | IV -1 | IV -2 | IV -3 |
| Collection, dissemination, and use of real time transportation related information to improve mobility, reduce congestion, and provide for more efficient and accessible transportation, including access to safe, reliable, and affordable connections to employment, education, healthcare, freight facilities, and other services | All three IV projects will collect, disseminate, and use real-time data to achieve system performance improvements and transformational safety, mobility, and environmental benefits. IV-1 will empower the Denver TMC to utilize CV data. IV-2 will use DUAL DSRC/CV2X data to deliver travel time reliability as a City service. IV-3 will deploy APD technology that will serve as an entirely new data source to improve and continuously evaluate conflicts at crossings for pedestrians and bicyclists. | X | X | X |
| Delivery of economic benefits by reducing delays, improving system performance and throughput, and providing for the efficient and reliable movement of people, goods, and services | IV-2 will specifically target the freight industry to reduce delays and improve the performance of the transportation network and movement of goods in North Denver by providing travel time reliability as a City service. | | X | |
| Accelerated deployment of vehicle-to-vehicle, vehicle-to-infrastructure, and automated vehicle applications, and autonomous vehicles and other advanced technologies | All three IV projects are focused on deploying connected vehicle technology. IV-1 will build the foundational CV operational environment necessary to deliver the dual DSRC/CV2X freight signal priority application for IV-2 and deploy the Connected Citizen test bed for IV-3. | X | X | X |
| Integration of advanced technologies into transportation system management and operations | The applications deployed for each project will be integrated into the daily operations of our transportation system and network through building a CV operational environment for the Denver TMC (IV-1). | X | | |
| Demonstration, quantification, and evaluation of the impact of these advanced technologies, strategies, and applications toward improved safety, efficiency, and sustainable movement of people and goods | By building a CV operational environment at the Denver TMC (IV-1), deploying dual DSRC/CV2X technology in the North Denver freight corridor (IV-2), and deploying innovative APD technology (IV-3), we will demonstrate advanced technologies and gain the ability to quantify and evaluate the impact and benefits of these deployments. | X | X | X |

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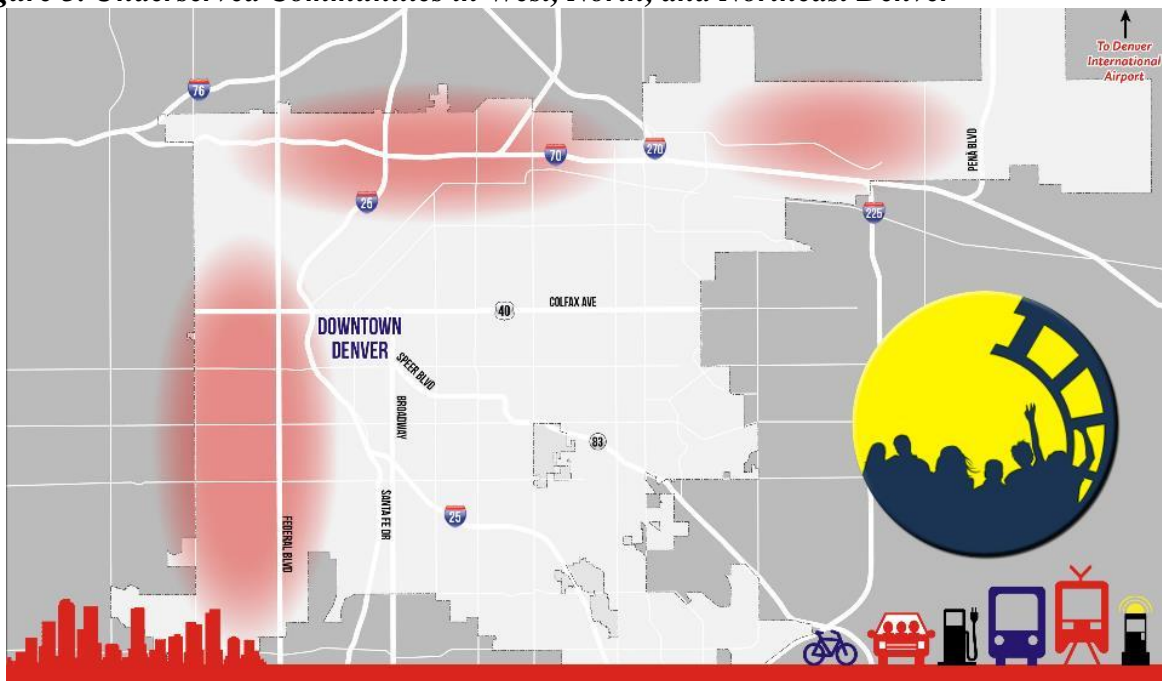
The City and County of Denver

| Projects | | | | |
|---|--|-------|-------|-------|
| ATCMTD Goals | Alignment with IV Projects | IV -1 | IV -2 | IV -3 |
| Reproducibility of successful systems and services for technology and knowledge transfer to other locations facing similar challenges | All three of the IV projects are designed to serve as a model for other cities so that the technology and approach are both replicable and transferable around the nation. | X | X | X |

Linkages to Ladders of Opportunity

We have a vision for our transportation future in Denver – A city where transportation and technology break down barriers and connect *all* people to mobility freedom and opportunity. All of our Smart City Program projects are targeted toward the areas of greatest need: West, North, and Northeast Denver, including the neighborhoods of Sun Valley, Globeville, Elyria-Swansea, and Montbello. Figure 3 (below) shows the geographic areas for our underserved communities. Specifically, Intelligent Vehicle project IV-2 will bring long overdue safety improvements for our underserved communities in North Denver by decreasing freight traffic in the Globeville, Elyria-Swansea and Montbello neighborhoods. While these neighborhoods have linkages to ladders of opportunity, those opportunities are being blocked by safety and congestion issues. Improved efficiency for freight movement in North Denver means less congestion, pollution, and noise in the neighborhoods most impacted by the industry. This will allow residents of these underserved communities to utilize their existing linkages to ladders of opportunity.

Figure 3. Underserved Communities in West, North, and Northeast Denver



5. Transportation Systems and Services

Automated Vehicle (AV) technology continues to advance at a rapid pace. Transformational benefits are on the near horizon and will bring greater safety, efficiency and access to transportation for residents, commuters and tourists – especially the young, elderly, disabled and underserved. Our Smart City Program will advance automation by funding projects that prepare our residents, our infrastructure and Colorado’s regulatory environment for this technological revolution.

We recognize connectivity as a critical first step in ensuring a safe and coordinated environment for AVs. CV technology enables a transportation network to operate as an integrated system with Vehicle-to-Vehicle (V2V), Vehicle to Infrastructure (V2I) communication, and Vehicle-to-Device (V2X) communication. Many aspects of CV technology are ready for adoption today and offer significant opportunities to improve safety, mobility, and environmental impact. Denver is committed to realizing CV implementation with three key IV Projects to solve real safety and

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congestion challenges that we are facing today and need to solve. We are building a future in connected automation to systematically align the needs of users and businesses with the transportation network for a safer, smarter and more environmentally friendly Denver. Below we present the proposed transportation systems and services for each of these projects.

IV-1, Connected TMC and Connected Fleets. TMC has significant infrastructure in place that will be leveraged for IV-1, including the 1,200 traffic signals, 460 closed circuit TV cameras and thousands of sensor and detection devices it operates and maintains. TMC operators monitor roadway conditions, special events and incidents seven days per week. The Denver TMC also shares data with CDOT's TMC. With a vast amount of data and ITS capability, Denver TMC operators often have valuable insight into the impacts of traffic, roadway construction and incidents – but they have limited ability to share that information with the traveling public. Our Smart City Program will develop a CV architecture and build an operational environment at the Denver TMC to reduce congestion and improve safety by connecting directly with travelers. We will immediately empower the CV environment by delivering [dual DSRC/CV2X](#) applications for freight efficiency and by creating a live testing system for our most congested corridors – preparing Denver to be the first city that actively uses [dual DSRC/CV2X](#) data for traffic signal control.

Waze^{R1} Connected Citizens Program for Safety and Mobility. Denver is home to an estimated 150,000 active Waze^{R1} users who report nearly 240,000 alerts while driving 25 million miles per month. They provide valuable insight into roadway conditions and incidents. By establishing a two-way data exchange between Waze^{R1} and the Denver TMC at zero cost to our program, we will: 1) gain greater insight into roadway conditions with real-time incident and traffic jam information; 2) reduce traffic congestion with improved traveler information to reroute users around road closures, construction and incidents in real-time; 3) implement a Vision Zero messaging campaign to improve safety at our most dangerous intersections; 4) improve incident response times; and 5) make data-driven infrastructure decisions for smarter urban planning.

Denver TMC CV Operational Environment. As Denver adopts CV technology, we will establish the organizing principles and fundamental building blocks of a CV operational environment for the TMC. To utilize the expansive new data enabled by CV technology, it will be essential that the TMC be capable of collecting, parsing, storing, mining and analyzing CV data. Using the Connected Vehicle Reference Implementation Architecture as a guide, we will partner with CDOT and DRCOG to update the ITS Architecture for the Denver Regional Area and to ensure regional and national transferability of the architecture.

The CV architecture will support all physical components of a CV operational environment including existing ITS infrastructure, [dual DSRC/CV2X](#) roadside equipment, vehicle-based [dual DSRC/CV2X](#) devices, and other CV traveler equipment including portable [dual DSRC/CV2X](#), smartphones, tablets and satellite-based systems. We will deliver the computing, storage, privacy, security and data access capabilities necessary to develop center-based data management systems and connections to support services, including the USDOT Security Credential Management System, for our CV environment. We will design, build and test the Denver TMC CV operational environment as a foundation for a future with increasing CV data and to support our Smart City CV applications immediately. Attachment D is a context diagram showing how the Denver TMC CV operational environment will be delivered in parallel and work in harmony with our existing ITS and traffic management infrastructure.

Connected Fleets. City fleet vehicles blanket the city through daily operations. Equipped vehicles

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Denver Smart City Program

are essential to the design, testing and operation of the Denver TMC CV operational environment. We will equip our fleet of ~~250~~ **4,500** light- and heavy-duty vehicles with **dual DSRC/CV2X** to lead by example and immediately generate Basic Safety Messages as vehicles move throughout the city. We will install **dual DSRC/CV2X** roadside units at the three primary City facilities to facilitate capturing, processing, and analyzing the BSM data generated by fleet vehicles. We will launch a **dual DSRC/CV2X** Equip Program to equip an additional 1,500 vehicles for citizens and partner fleets.

Tasks. We will complete the following tasks to successfully deliver project IV-1:

- **Task 1:** Develop project plan
- **Task 2:** Collaborate with Waze^{R1} Connected Citizens Program to enhance traveler information
- **Task 3:** Design, build and test the Denver TMC CV environment
- **Task 4:** Equip the City fleet with **dual DSRC/CV2X**
- **Task 5:** Design and launch **dual DSRC/CV2X** Equip Program for other fleets and individual consumers

IV-2, Travel Time Reliability for Connected Freight. Colorado is home to three federally designated high priority corridors – Heartland Expressway, Ports-to-Plains and Camino Real – that pass directly through metro Denver (map of freight corridor included as Attachment C). Freight movement is closely connected to the health of our economy and the transportation system in our state. The Colorado Freight System includes highways, rail lines, airports and other intermodal facilities. It delivers goods, creates jobs and provides economic opportunities to people statewide. The transportation and warehousing sector in Colorado contributes \$79 billion to Colorado’s economy each year¹¹.

Given that a great majority of the region’s population and traffic growth is expected to occur within I-25’s north-south and I-70’s east-west corridors, and that significant highway expansion is not likely, congestion will continue to be a challenge for freight movement. The Denver neighborhoods and local roads near major freight facilities and distribution centers are significantly impacted by freight traffic, noise and pollution. ***We have received complaints for decades about serious safety issues where trucks are traveling the same neighborhood streets where children walk to school.*** As plans proceed for the federally funded \$1.2 billion reconstruction of I-70, underserved communities such as Globeville, Elyria-Swansea and Montbello stand to face even greater impacts during the extended construction than they already experience.

CV technology presents a wealth of capabilities to address these challenges. Denver will implement a Freight Efficiency Corridor Program and provide travel time reliability northeast of downtown in partnership with CDOT, Peloton Technology and Econolite.

Freight Efficiency Program. Denver will ~~participate in the convene-a~~ **participate in the** broad stakeholder group to serve as the Freight Efficiency Corridor Program’s Project Leadership Team (PLT). The PLT will consist of representatives from key equity partners to represent underserved communities. Other team members will include representatives from CDOT’s Freight Advisory Committee, Colorado Motor Carrier Association, Metro Denver Chamber of Commerce, Metro Denver Economic Development Corp., Peloton Technology, UPS, FedEx, Safeway, and Walmart. The program will

¹¹ CDOT (2015). State highway freight plan.

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provide: 1) designated parking and staging areas for freight movement into the Denver area; 2) regularly updated and comprehensively defined routes for all freight traffic, not just oversize or hazardous movements; and 3) enhanced data collection capabilities to understand, assess and respond to freight movement through Denver communities.

Travel Time Reliability as a Service Using Freight Signal Priority. Denver will be the first in the nation to deliver travel time reliability as a service to the freight industry using traffic signal priority. This has three major benefits, as it 1) incentivizes fleets to equip with [dual DSRC/CV2X](#) at their expense, 2) gives Denver the opportunity to drive business rules for freight travel through the City in order to reduce peak period traffic and lessen the impact on underserved communities, providing proactive instead of reactive guidance to the freight industry, and 3) coincides perfectly with upcoming I-70 reconstruction, which will require extensive freight industry engagement. We will use technology to provide a service and help the industry navigate the construction impact instead of merely offering information about the impact.

To deliver this service, we will:

- Equip designated arterials and freeways with 100 [dual DSRC/CV2X](#) Road Side Units
- Design, test, deploy and evaluate a [dual DSRC/CV2X](#)-based freight signal priority application in partnership with Econolite^{R1}
- Launch travel time reliability as a City service to freight fleet operators as an incentive to equip their fleets with [dual DSRC/CV2X](#) technology facilitated by Peloton^{R1} Technology
- Demonstrate a first-in-the-nation arterial freight platooning operation with signal priority using Peloton^{R1} and Econolite^{R1} technology to exhibit future possibilities

Providing a travel time reliability service to the freight industry will not only reduce the high cost and environmental impact of freight congestion but it will significantly improve the quality of life in the neighborhoods and underserved communities that surround many of Denver's high throughput freight facilities and distribution centers.

Tasks. We will complete the following tasks to successfully deliver project IV-2:

- **Task 1:** Develop project plan
- **Task 2:** Engage stakeholders and develop a Freight Efficiency Corridor Program
- **Task 3:** Design and launch Freight Efficiency Corridor Program
- **Task 4:** Design, develop, test and deploy freight signal priority on arterials
- **Task 5:** Coordinate outreach and communication to freight industry via Peloton^{R1} Technology
- **Task 6:** Launch Denver travel time reliability service for connected freight
- **Task 7:** Evaluate Denver travel time reliability service for connected freight
- **Task 8:** Design, develop, test and demonstrate arterial freight platooning operation using freight signal priority

IV-3, Safer Pedestrian Crossing for Connected Citizens. Federally assisted pilot programs for Automated Pedestrian Detection (APD) are needed in the United States in order to collect and evaluate pedestrian and driver interaction with technologies like Rectangular Rapid Flashing Beacons (RRFB) and [HAWK Hawk](#) Signals installations. There are increasing demands on public agencies to promote safer walking and biking to improve public health, improve air quality, and to reduce vehicle congestion. The ATCMTD grant provides the opportunity to deploy APD at [HAWK unprotected](#) midblock ~~trail~~ crossings ~~in conjunction with RRFB~~. This pilot project will install APD devices to enhance traditional pedestrian push buttons at four [unprotected](#) midblock

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~~trail~~ crossings, including Galena St & 29th Ave, Glenna St & MLK Blvd, GVR Blvd & Walden St, and Morrison Rd & Raleigh St ~~Weir Gulch Trail at Decatur Street, Lakewood Gulch Trail at Knox Court, High Line Canal Trail at Monaco Street and High Line Canal Trail at Yale Street.~~

The initial pilot project will be used to place pedestrian, or bicycle calls in lieu of pedestrian push buttons. It will also be used to extend flashing beacon times for late arriving and slower than average pedestrians. It is anticipated that installing APD in conjunction with ~~RRFBs~~ [HAWK traffic signals](#) will assist bicycles and mobility impaired people who cannot always reach or find the pedestrian push buttons. Field data from these locations will be continuously sent to Denver's Traffic Management Center (TMC) for public access, research, field testing, and fine tuning of the APD system. Findings from this pilot will also be used for APD implementation at ~~and~~ [Hawk Signals](#), and traditional signalized intersections. This project will also serve as a test bed for Connected Citizen pedestrian warning systems by collecting and disseminating pedestrian and bicycle crossing information via [dual DSRC/CV2X](#).

Tasks. We will complete the following tasks to successfully deliver project IV-3:

- **Task 1:** Develop project plan
- **Task 2:** Develop, test, and deploy APD at four selected pilot locations
- **Task 3:** Develop, test, and deploy Denver TMC connection to APD field devices
- **Task 4:** Evaluate APD implementation
- **Task 5:** Develop, test, and deploy [dual DSRC/CV2X](#) at APD locations to collect and disseminate pedestrian and bicycle crossing information

6. Long-Term Operations and Maintenance

The USDOT Smart City Challenge, along with all of our ongoing Smart City efforts, has been prioritized to ensure we meet the current and future expectations of our customers in the community. This prioritization is evident in our ongoing budgeting processes for a variety of resources including staffing, materials, and evaluation. Our commitment will stand strong as we continue to set goals and drive toward a variety of outcomes, many of which will only be achieved outside of the proposed ~~six three~~ year ATCMTD grant period of performance. Denver is and intends to continue to be transparent in our priorities and funding for innovative, entrepreneurial, and technological approaches to achieve affordable, safe, reliable transportation outcomes and mobility freedom for all members of our community. We believe our commitment to transparency with our community necessitates accountability with our staff and elected/community leaders.

In our budget estimate, we have provided the expected continued annual investment necessary beyond the ~~six three~~-year period of performance (see Attachment E). We will ensure long-term operations and maintenance of the proposed systems by programming this into our annual budget process. The long-term operations and maintenance activities that will be programmed include annual maintenance, utility upgrades, end of useful life replacements, and periodic repairs.

7. Challenges to Deployment

The key challenges related to our Smart City Program are presented in the graphic below as technical, policy, and institutional project risks along with a proposed mitigation strategy and estimated level of impact.

Figure 4. Anticipated Challenges and Mitigation Strategies

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Denver Smart City Program

| Risk Category | Risk | Mitigation Strategy | Impact |
|----------------------|---|---|--------|
| Technical | Addressing system security and data privacy | Prioritize security and privacy using national and regional standards to guide the design of the Enterprise Data Management platform and ensure all data in and data out of the Smart City system is properly managed. | High |
| | Managing the complexity of a Smart City system | Establish an experienced team of systems engineers prepared to handle the multilayered task of integrating multiple system inputs for a large, complex deployment. | Medium |
| | Prioritizing Smart City solutions | Build a cross-discipline stakeholder group representative of the users of the system. | Medium |
| | Addressing data quality and integrity issues | Avoid the “trash-in, trash-out” problem by establishing data quality standards and checking data quality before, during, and after implementation. | Medium |
| | Matching the pace and availability of emerging technology | Institute a user-needs approach to implementing technology. Allow the needs and availability of technology to drive the solutions rather than select and implement a technology without a defined goal. | Low |
| Policy | USDOT drops commitment to Smart City implementation | Leverage other federal funds and seek additional local resources to implement as many of the Smart City Program elements as possible. | Low |
| Institutional | Cost overruns/scope creep | Develop and implement a meaningful and actionable Program Management Plan to help control costs and ensure minimal scope creep while continuing to allow for changes to the Program that maintain alignment with the grant’s goals. | Medium |
| | Lack of (or reductions in) stakeholder support | Reinforce stakeholder support prior to project kick-off and maintain positive working relationships and open communication with all stakeholders. | Medium |
| | Inability to reach agreement among project partners | Reinforce agreements with project partners prior to beginning of Program, and require adherence to the Program Management Plan throughout the life of the project. | Low |
| | Lacking financial sustainability to continue program | Ensure partners’ long term commitment to Program components and institutionalize those elements moving forward. | Low |

8. System Performance Improvements

Performance measurement is strongly embedded in Denver’s culture and provides significant value to Denver. For the last four years, Peak Performance, Peak Academy and Peak Analytics have established a performance framework throughout the entire City enterprise to actively manage, innovate and improve delivery of services. The simple framework requires agencies to establish a strategic plan, develop performance measures, create a cadence of accountability and participate in training and receive coaching on improving service delivery.

Each agency meets regularly with the Mayor, Budget Director, Chief Performance Officer and others to review key performance indicators and discuss innovations and challenges within the agency. Peak Academy works with every agency’s front-line staff on problem solving, process improvement and innovation. Since the inception of Peak, this nationally recognized program has trained more than 5,000 employees and resulted in \$15 million worth of hard and soft savings to

^{R1} Equivalent partner(s) based on open BIDs
Blue text indicate revision to original grant application

the City and additional value created for citizens. In the second half of 2016, Peak will conduct multiagency report-outs on coordinated efforts to achieve the City's 2020 Sustainability Goals.

Following Peak standard practices in problem definition, Denver will begin a Performance Measurement Plan for our Smart City Program by creating a logic model for each IV project. Using stakeholder input, these models will outline the project scope and enumerate all relevant inputs, outputs, key short- or long-term outcomes and metrics that will be used to quantify performance. The plan will also detail major assumptions, including identification of external factors that could impact results, and will create an actionable plan to achieve outcomes.

With this approach, Denver will target measurable outcomes for the three proposed Smart City Program projects, IV-1 through IV-3 (see Table 5 below), which are expected to be nearly or completely met by the first year after project implementation. While IV-1 and IV-2 are anticipated to create significant performance improvements, IV-3 is not anticipated to improve system performance, due to its focus on safety and the pilot nature of the project.

Table 5. System Performance Improvements

| Smart City Program Project | System Performance Improvements |
|---|---|
| IV-1: Connected Traffic Management Center and Connected Fleets | <ul style="list-style-type: none"> • Reduce incident response times for citizen-reported crashes by 30% • Increase dual DSRC/CV2X vehicle market penetration to 10% by 2020 |
| IV-2: Travel Time Reliability for Connected Freight | <ul style="list-style-type: none"> • Reduce travel time on designated arterial routes by 20% using freight signal priority • Reduce reports of interruptive freight movement in neighborhood communities by 30% • Reduce freight traffic on major freeways and arterials in the Freight Efficiency Corridor by 20% during peak periods |

9. Safety, Mobility, and Environment Benefits

In addition to the system performance improvements identified above, Denver will target the following safety, mobility, and environmental benefits for the three proposed Smart City Program projects, IV-1 through IV-3 (see Table 6). These benefits are expected to be realized by the first year after project implementation.

Table 6. Safety, Mobility and Environmental Benefits

| Smart City Program Project | Safety, Mobility, and Environmental Benefits |
|---|--|
| IV-1: Connected Traffic Management Center and Connected Fleets | <ul style="list-style-type: none"> • Reduce injuries at identified Vision Zero intersections by 30% • Reduce crashes at identified Vision Zero intersections by 30% • Analyze the 240,000 monthly Waze^{R1} user reports for traffic flow and incident patterns • Reduce incident response times for citizen-reported crashes by 30% |

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| Smart City Program Project | Safety, Mobility, and Environmental Benefits |
|--|--|
| IV-2: Travel Time Reliability for Connected Freight | <ul style="list-style-type: none"> • Reduce travel time on designated arterial routes by 20% using freight signal priority • Reduce reports of interruptive freight movement in neighborhood communities by 30% • Reduce freight traffic on major freeways and arterials in the Freight Efficiency Corridor by 20% during peak periods • Reduce spot measurement of emissions at heavy freight movement intersections by 50% for platooning demonstration • Increase throughput at intersections by a factor of two to three times for platooning demonstration |
| IV-3: Safer Pedestrian Crossings for Connected Citizens | <ul style="list-style-type: none"> • Reduce conflicts and near-misses at uncontrolled trail crossing pilot locations • Provide safer walking and biking opportunities to improve public health, reduce vehicle congestion, and improve air quality |

Benefit projections for IV-3 are unable to be quantified at this time due to lack of baseline data on conflicts and near misses at trail crossings. Implementing IV-3 will allow us to track and measure this data to quantify these conflicts moving forward.

10. Vision, Goals and Objectives for the Deployment

Goal setting, continuous improvement and performance measurement are fundamental to Denver's entire business practice. For example, we set goals for sustainability and measure against them in every possible category, including air quality, climate, housing, mobility and workforce. Four years ago, we launched Peak Performance, a citywide improvement program designed to transform Denver into a data-driven government. Our vision for our Smart City Program is to "create a city where transportation and technology break down barriers and connect all people to mobility freedom and opportunity." We have identified three (3) overarching goals which are all relevant to the proposed IV projects. Table 7 (below) presents each goal and its relevant impact area and component. For Goal 1, we present our detailed objectives, targeted measurable outcomes (see Table 7). As Goals 2 and 3 are broad reaching, they do not have specific measurable outcomes.

Table 7. IV Project Goals, Objectives, and Measurable Outcomes

| Goal #1: Improve Connectivity | |
|--|--|
| Impact Area(s) – Ladders of Opportunity, Mobility, and Safety | |
| Objectives | Measurable Outcomes |
| 1. Build a connected vehicle operational environment at the Denver Traffic Management Center | <ul style="list-style-type: none"> • Reduce injuries at identified Vision Zero intersections by 30% • Reduce crashes at identified Vision Zero intersections by 30% • Analyze 240,000 monthly Waze^{R1} user reports for traffic flow and incident patterns • Reduce incident response times for citizen-reported crashes by 30% |

^{R1} Equivalent partner(s) based on open BIDs

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| Goal #1: Improve Connectivity | |
|---|---|
| Impact Area(s) – Ladders of Opportunity, Mobility, and Safety | |
| Objectives | Measurable Outcomes |
| 2. Equip 3,000 vehicles with dedicated short range communication (dual DSRC/CV2X) to jumpstart market penetration | <ul style="list-style-type: none"> • Increase dual DSRC/CV2X vehicle market penetration to 10 percent by 2020 |
| 3. Offer travel time reliability service to freight industry using dual DSRC/CV2X -based traffic signal priority | <ul style="list-style-type: none"> • Reduce travel time on designated arterial routes by 20% using freight signal priority • Reduce reports for interruptive freight movement in neighborhood communities by 30% • Reduce freight traffic on major freeways and arterials in the Freight Efficiency Corridor by 20% during peak periods • Reduce spot measurement of emissions at heavy freight movement intersections by 50% for platooning demonstration • Increase throughput at intersections by a factor of two or three times for platooning demonstration |
| Goal #2: Leverage Partners | |
| Impact Area(s) – Efficiency | |
| Objectives | |
| 1. Leverage CDOT's \$20 million RoadX Program and their additional \$7M contribution to bolster our projects focused on freight efficiency and integrated freeway and arterial operations (IV). | |
| 2. Deploy the first implementation of Econolite's ^{R1} new Connected Vehicle intersection controller, Cobalt Sky™ (IV). | |
| Goal #3: Collaborate at Every Level | |
| Impact Area(s) – Efficiency | |
| Objectives | |
| 1. Unite cities around the nation with local, national and international experts through our SMART Council. | |
| 2. Deliver technology-driven solutions designed by and for our communities that are measurable, scalable, replicable and exportable to cities nationwide. | |
| 3. Collaborate with and provide open access to USDOT's independent evaluation team to monitor our progress toward our goals, objectives, and measurable outcomes. | |
| 4. Publish our Smart City Program performance metrics to visualize progress toward our goals and objectives. | |

11. Partnership Plan

Denver recognizes that cities need to move beyond fragmented or incremental thinking in today's fast-paced global economy, especially when it comes to instituting new technologies. Cities must build and continuously renew networks of collaborators and partners. To engage in and utilize partnerships for the Denver Smart City Program, we will create a Start-ups, Municipalities and

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Academic Research for Technology (SMART) Council.

SMART Council

Denver's SMART Council will lead and inform our program and provide us with a vehicle for sharing, replicating and exporting results. The SMART Council will unite the City with start-ups, tech innovators, municipalities across the nation and the world, academic researchers, and transportation service providers. The SMART Council will be essential to successfully delivering the proposed Intelligent Vehicle projects for the ATCMTD grant opportunity and will serve as our strategy and plan for ensuring successful partner engagement through the period of performance. The Council will be organized into four subgroups under our Smart City Program that will meet quarterly and report to the Smart City Executive Team:

1. Local SMART Council Work Group. At the local level, Denver will establish a community-based SMART Council Work Group. Mobility users, neighborhood residents, stakeholder organizations and nonprofit providers such as Mile High United Way and Mile High Connects (a cross-sector partnership of organizations committed to increasing access to housing) will provide key input into our program. We also will engage foundations, neighboring municipalities, and organizations such as RTD, DRCOG and the Metro Mayors Caucus. This local SMART Council Work Group will meet at least quarterly to ensure stakeholder input is central to the projects.

2. National/International Cities SMART Council. The reach of the SMART Council will go far beyond our local borders. We will invite the six other Smart City Challenge finalist cities to join the national and international arm of the SMART Council, as well as other national and global cities. This concept has already received support from 20 cities, including Atlanta, Indianapolis, Baltimore and Seattle. Denver will partner with Transportation for America and utilize its already established network of partner cities and organizations to ensure that we share our successes and challenges with a dedicated group of communities. This group will serve as an assembly of ideas, where concepts will be shared during an annual global summit, regular face-to-face meetings, online webinars and on our Smart City website. This will be the forum for the brightest minds from around the country and the globe to help us refine our projects and prepare them for scaling and exporting.

3. Start-Up/Entrepreneurial Community – SMART Council Spark. Denver has cultivated powerful partnerships with the Colorado Technology Association, local tech incubators Galvanize and Innovation Pavilion, and national organizations such as 1776. These and other engines of innovation and new ideas will serve on the SMART Council's Spark Committee to infuse new energy into our thinking and project applications.

4. Research and Education – Academic SMART. Academic SMART Council, co-led by Colorado State University and the University of Colorado Denver, will bring an important research component to our Smart City Program. Other coalition members will include Colorado School of Mines, North Dakota State University, Mountain Plains Consortium University Transportation Center, Virginia Tech Transportation Institute and University of California Riverside. The National Renewable Energy Laboratory and Electric Power Research Institute will also contribute to this subset of the SMART Council.

This research arm of the SMART Council will bring together multidisciplinary teams of researchers, educators, policymakers and stakeholders to conduct collaborative research that addresses the fundamental challenges of implementing Smart City technologies and informs decisions that lead to energy, economic, environmental, social and cultural sustainability.

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Understanding these challenges and the underlying impacts of smart city technologies is a vital component of replicable strategies.

The Academic SMART Council will also focus on education and workforce development to help develop the next generation of Smart City professionals, particularly women and underrepresented minorities in STEM fields. The committee will oversee a K-12 educational outreach program through partnerships with UCD, Colorado Mathematics, Engineering and Science Achievement and the Denver Schools of Science and Technology.

12. Existing Local and Regional Advanced Transportation Technology Investments Plan

Currently, Denver invests over \$150 million annually on capital improvements, including critical maintenance and rehabilitation projects, high priority capital investments, and leveraging state and federal dollars. Partnered with DRCOG, Denver has a long history of developing, designing, implementing, and maintaining ITS devices. Through Congestion Mitigation and Air Quality Federal Funding two main ITS funding mechanisms have been established. The Transportation Improvement Program (TIP) is used by Denver to implement transportation projects with objectives to address air quality issues. The Traffic Signal System Improvement Program (TSSIP) is an operations improvement tool used by Denver. Benefits for both types of projects are demonstrated through air quality improvement data and reporting. The following projects are some of the current ITS projects:

- *Transit Signal Priority (TSP) Pilot Project.* Denver in collaboration with the Regional Transportation District successfully implemented a pilot TSP on Colorado Boulevard. The results of this pilot implementation illustrated that TSP is technically feasible.
- *Center-to-Center Demonstration.* DRCOG, Denver, Littleton, Englewood, and CDOT completed a demonstration project involving center-to-center communications between traffic signal systems at neighboring agencies. The purpose of the demonstration project was to control the group of signals operated and maintained by several agencies on Santa Fe Drive in response to changes in traffic volume, generally due to a diversion from the freeway.
- *Bicycle Detection.* Funds were allocated to Denver for pilot implementations of bicycle detection. Bicycle detection will allow more efficient operations while continuing to accommodate bicyclists.
- *CMAQ Benefits of Uninterruptible Power Supplies and Ethernet Conversion.* The implementation of Uninterruptible Power Supplies (UPS) and Ethernet Communications protocol both condition the power for the controllers and maintain signal operations during power interruptions. Both of these functions help the signal system provide more reliable operations.

Table 8. Current CMAQ TSSIP projects:

| TSSIP Fiscal Year Expenditures | | | | | |
|--|------------|-------------|-------------|-------------|-------------|
| Projects | FY 2013/14 | FY 2015 | FY 2016 | FY 2017 | FY 2018 |
| Denver Colorado Blvd: 1st Ave - 50th Ave | | \$1,078,000 | | | |
| Speer Blvd: Elitch - 13th Ave X | | | | | |
| Central Business District (CBD) Ph 1 | | | | | \$1,222,000 |
| Central Business District (CBD) Ph 2 | | | \$1,029,000 | \$1,060,000 | |
| DTC Blvd: Tamarac St - Union Ave | | | | | |
| Colorado: Hampden to 1st | \$484,000 | | | | |

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| TSSIP Fiscal Year Expenditures | | | | | |
|---------------------------------------|-------------------|----------------|----------------|----------------|----------------|
| Projects | FY 2013/14 | FY 2015 | FY 2016 | FY 2017 | FY 2018 |
| Colfax: Sheridan to I-25 | \$747,000 | | | | |
| Colfax: Logan to Yosemite | | | | | |

Table 9. Current TIP projects

| Denver TIP Fiscal Year Expenditures | | | | | |
|--|----------------|----------------|----------------|----------------|--------------|
| City Wide Implementation Projects | FY 2012 | FY 2013 | FY 2014 | FY 2015 | Total |
| Federal Portion | \$1,090,000 | \$1,340,000 | \$1,344,000 | \$1,026,000 | \$4,800,000 |
| Denver Match | \$542,000 | \$666,000 | \$668,000 | \$509,000 | \$2,385,000 |
| Total | \$1,632,000 | \$2,006,000 | \$2,012,000 | \$1,535,000 | \$7,185,000 |

These projects represent existing and future ITS infrastructure investments which all serve as standalone data sources and strategies. The IV-1 project will integrate all Denver TMC data sources, including the aforementioned investments, to leverage every available resource. Projects IV-2 and IV-3 will be implemented in areas that are long overdue for technology investment. As there is a lack of existing technology for these projects to leverage, IV-2 and IV-3 will become the foundation upon which future projects can build. However, our staggered implementation approach for these projects will allow IV-2 and IV-3 to build off the technology foundation established by IV-1.

13. Deployment Schedule

Figure 5 (below) provides a high-level summary of the deployment schedule for the proposed IV Projects across the three-year period of performance beginning in Quarter 4 of 2016. The IV projects will be delivered with a staggered approach. The percentages shown in Figure 5 represent the percentage spent. Quarter 4 of 2016, beginning October 1, will begin the project initiation phase. This will include the kick-off meeting within four weeks after the grant is awarded, as well as monthly reports. Delivery of project IV-1 will occur in 2017, IV-2 in 2018, and IV-3 in 2019. These time periods also include monthly reports as well as an annual report to the Secretary. Additionally, Denver has a commitment to evaluate the effectiveness of these IV Projects, including the cost-benefit.

Figure 5. Deployment Schedule

| 2020 | 2021 | 2022 | 2023 | 2024 |
|--|---|---|---|--|
| <ol style="list-style-type: none"> 1. FHWA approval for Scope change from DSRC to Dual and time extension of 2 years 2. 25 RSU installation 3. 25 OBU installation 4. Validation of 25 installs 5. Bench test dual units 6. RFP for dual units 7. Vendor selection for dual units 8. SCMS -kick off 9. Advanced Warning Sign (AWS) vendor selection 10. Construction to install AWS 11. Install Boulder AI cameras 12. Upgrade 4 cabinets with Intelight signal controllers and Hirschmann switches 13. Install Boulder AI cameras 14. Integrate cameras with controllers 15. Validation documentation 16. Start discussions with CDOT and RTD for collaboration 17. Bring MOST onboard for data analysis | <u>Data Analysis and Planning</u> <ol style="list-style-type: none"> 1. Data analysis results for Connected Ped and Connected Fleet 2. Chose more intersections for Connected Ped 3. Select more intersections (375) for RSU deployment 4. Select 225 more vehicles to be equipped with OBUs 5. Identify more use cases 6. If SCMS is a success, then engage external partners 7. CAN integration - for BSM Part 2 messages 8. Contracts with auto manufacturers (if needed) 9. EDM, ODE | <u>Deployment</u> <ol style="list-style-type: none"> 1. Deploy remaining RSUs 2. Deploy remaining OBUs 3. Select 5 external partners vehicles for demo 4. Get MOUs in place with external partners 5. Deploy cameras 6. Upgrade cabinets as needed 7. Install Advanced Warning signs as needed 8. Systems integration 9. Documentation | <u>Sustainability planning:</u> <ol style="list-style-type: none"> 1. TMC integration 2. Finalize SCMS 3. Roles and Responsibilities 4. Sustainability plan 5. Firmware upgrades 6. Release management 7. Inventory 8. Budget 9. Lessons learned | <ol style="list-style-type: none"> 1. Provide final documentation to FHWA 2. Maintenance and Operations plan |

14. Innovative Technology Initiatives

Smart City and CV technologies provide an exciting opportunity to revitalize the transportation network with transformative data analytics and powerful applications, and are another form of ITS that should adhere to the national and regional vision for ITS architecture, standards and certification processes.

The Smart City Program will require expanding our ITS Regional Architecture in order to establish the framework for Smart City and CV concepts to be implemented across the metro area. This will position the entire region as an agent of change and a benchmark for the nation. We will jumpstart an update to the architecture by leveraging CDOT's RoadX project and the available architecture and standards work completed by the USDOT for CV concepts. The USDOT's CV Reference Implementation Architecture (CVRIA) provides the physical, functional, communications and enterprise architecture viewpoints as guidance for implementing CV applications. More importantly, the CVRIA was built to ensure CV deployments fit into the greater National ITS Architecture, enabling a standards-based implementation that will ensure the new system can be seamlessly integrated into existing transportation management and ITS systems for the region and

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Blue text indicate revision to original grant application

as a model for additional Smart Cities to follow.

For CV technologies, Denver will coordinate with USDOT-appointed certification bodies in the selection and procurement of all [dual DSRC/CV2X](#) devices and utilize the newly developed Crash Avoidance Metrics Partnership (CAMP) security certificate management system processes and procedures for the deployment and management of security certificates for [dual DSRC/CV2X](#) devices. For all Smart City or CV architecture and standards activities, Denver will engage and coordinate with national and international standards development organizations to ensure future deployments benefit from the experiences and lessons learned from the Denver implementation. Attachment F showcases how Denver will leverage existing and innovative technology initiatives from USDOT and standards organizations throughout our Smart City deployment.

B. Staffing Description

1. Staffing Organization

For this program, Denver carefully identified the necessary project team of city staff (including two new positions) who will participate in and lead the effort. Our staff will be supplemented by contractor support from Jacobs^{R1} Engineering, Econolite^{R1}, and Peloton^{R1} Technology. CDOT will provide additional regional partner support. Jacobs^{R1} Engineering will be responsible for IV Project management (see Section A2, under Program Management Approach), overseen by key City Staff including:

~~Steve Hersey, City Traffic Engineer, IV Project Manager. Steve is Denver's co lead for Connected and Autonomous Vehicles, and has a wealth of experience dating back to 1993 when he began working for CDOT in the Traffic Engineering group. His extensive work on Colorado's first managed lane corridor, including tolling and active traffic management infrastructure, will be invaluable on this program. His ability to integrate traditional traffic engineering systems with connected and autonomous vehicle technologies will help to achieve the desired project outcomes. Steve will be responsible for overseeing the scope, schedule, and budget of this project.~~

Michael Finocchio, TMC Engineering Manager, IV Program Technical Manager. Michael ~~will co lead with Steve and~~ is responsible for traffic operations, ranging from ITS devices to traveler information, directing construction projects, contracts, budgeting, and day-to-day operations. He serves as a subject matter expert on ITS design, implementation, and operations. Michael has close working relationships with various regional and national players in the transportation arena. ~~Michael will be responsible for overseeing the scope, schedule, and budget of this project.~~

These key City staff will be supported by the SMART Council (see Section A11, Partnership Plan) and the Mayor's Executive Leadership Team (see Section A2, under Program Management Approach) for all IV Projects.

2. Primary Point of Contact

The primary point of contact for the project will be Michael Finocchio:

Michael Finocchio, Engineering Manager
Public Works/Transportation & Mobility, City and County of Denver
Office: 720-913-0801
E-mail: michael.finochio@denvergov.org

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The City and County of Denver

C. Funding Description

Table 10 below presents a breakdown of the estimated costs by proposed IV project, including an identification of the funding sources and amounts. If selected, the proposed IV projects will be funded by Denver (50% of total project funding) and through ATCMTD funds (50%). A more detailed budget estimate is included as Attachment E.

Table 10. Estimated Costs Rounded to the Nearest Dollar

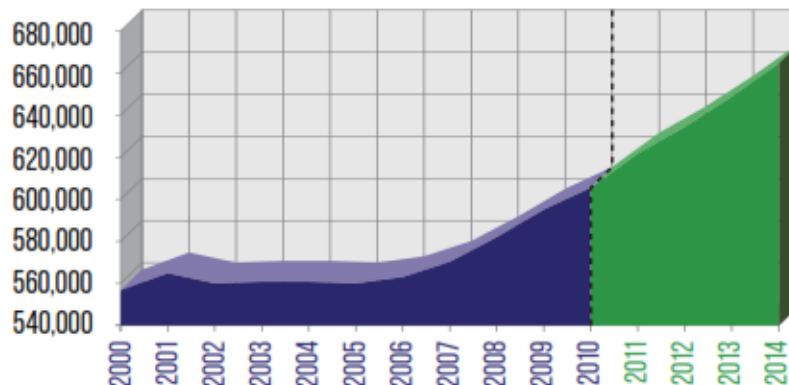
| Project | Denver funds | ATCMTD funds | Total |
|----------------|---------------------|---------------------|---------------------|
| IV-1 | \$2,061,242 | \$2,061,242 | \$4,122,485 |
| IV-2 | \$3,217,245 | \$3,217,246 | \$6,434,491 |
| IV-3 | \$721,519 | \$721,519 | \$1,443,038 |
| Total | \$6,000,007 | \$6,000,007 | \$12,000,014 |

Supporting Documents

Attachment A. Denver Population Infographic

POPULATION GROWTH

Denver has seen its population grow from 467,610 in 1990 to 600,158 in 2010 – an increase of more than 28 percent in 20 years. According to the state demographer's office, Denver reached 664,220 in 2014, an additional 10 percent in just four years.



600,158 *population in 2010*

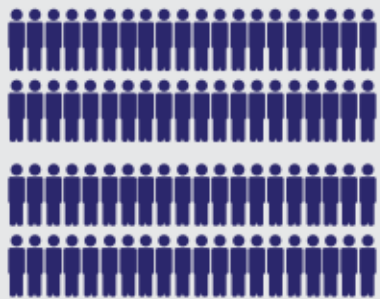
DOWNTOWN DENVER CORE

142%
increase in the number of residents since 2000

65,974
residents living in downtown Denver and the surrounding historic neighborhoods

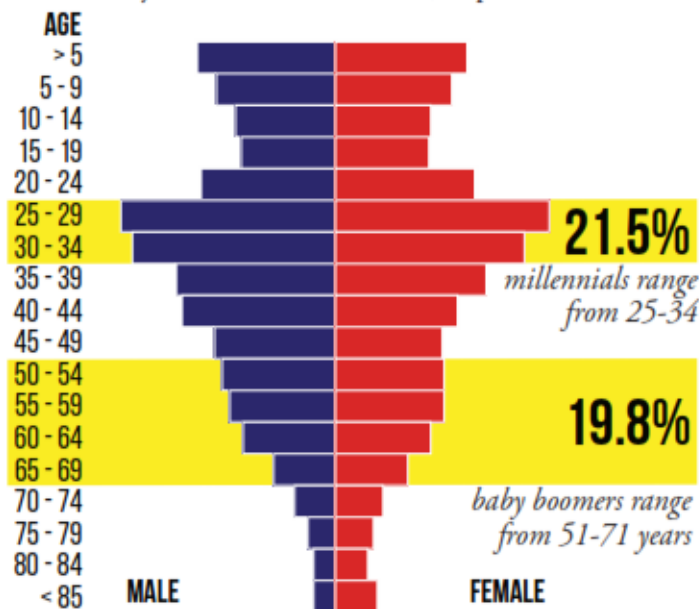
DENSE URBAN POPULATION

DENVER REPRESENTS 25%
of the population of the local urbanized area



DENVER EMBRACES MULTI GENERATIONS

Denver is one of the youngest cities in the country, with millennials accounting for more than 21.5 percent of the city population. Baby boomers account for 19.8 percent.



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The City and County of Denver

Attachment B. Partner Letters of Support

June 20, 2016

The Honorable Anthony Foxx, Secretary
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: City and County of Denver Support Letter for ATCMTD Grant Application

Dear Secretary Foxx:

The Colorado Department of Transportation (CDOT) strongly supports the Advanced Transportation and Congestion Management Technologies Deployment Initiative (ATCMTD) application submitted by the City & County of Denver to implement Connected Traffic Management Center (TMC) and Connected Fleets; Travel Time Reliability as a City Service for Connected Freight and Safer Pedestrian Crossings for Connected Citizens.

Rapid population growth. Increased traffic congestion. Hundreds of traffic-related deaths and serious injuries each year. Air pollution. Numerous disconnected and disadvantaged communities. Those are just some of the challenges facing Denver and cities across the country. Denver was built by pioneers dedicated to achieving bold outcomes through collaborative, community-based problem solving. That spirit continues to drive us forward today. Our challenges are many, but they can be overcome.

With the ATCMTD grant, we have selected the following Intelligent Vehicles and Safety projects to address the serious challenges facing Denver today and will deliver measurable outcomes aligned with the ATCMTD goals and focus areas. These Intelligent Vehicle/Safety projects will usher in a new era of transformational technologies for Denver and the region, bringing greater mobility safety, efficiency and reliability to our transportation network.

Denver's contribution of \$6.0 M of total local match demonstrates a firm belief and commitment in in these projects to improve connectivity, reliability and safety in our community. Denver staff will contribute far more through the day to day management of this funding opportunity and continuing to build out the comprehensive approach we developed through our Smart City Challenge application.

We thank you for your consideration of Denver's ATCMTD grant which will prepare us for coming advancements in automation and allow us to maximize our existing infrastructure; establish a first-in-the-nation Freight Efficiency Corridor Program, install DSRC along key routes, and offer travel time reliability as a City service using freight signal priority to incentivize freight operators to equip their fleets with DSRC; and address pedestrian crossings with new tools and technology to increase the safety of our community.

Please do not hesitate to contact me with any questions.

Sincerely,

Shailen P. Bhatt
Executive Director

4201 E. Arkansas Ave, Suite 262, Denver, CO 80222 P 303.757.9201 F 303.757.9656 www.codot.gov



ATCMTD

The City and County of Denver



Solutions that Move the World®

June 21, 2016

Robert Rupert
US Department of Transportation
1200 New Jersey Ave, SE
Mail Drop: E86-205
Washington, DC 20590

Dear Mr. Rupert:

Econolite is pleased to support the City of Denver's proposal response to the United States Department of Transportation's Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) Initiative. USDOT's investments over the last 15 years in Connected Vehicle (CV) standards and related technologies establishes a framework for innovations that are inducing a transformation of ITS. The ATCMTD initiative amplifies and expedites the application of these innovations with measurable benefit to the proposer that is awarded this opportunity.

The framework of connected vehicles provides opportunity to completely redefine the interaction between vehicles and infrastructure, enabling an entirely new methodology for traffic control. Econolite has been following USDOT's lead on CV for the last 15 years and is ready to release a new CV intersection controller. This ground-breaking technology overcomes prior limitations by providing the traffic controller with geometric awareness of the intersection as well as CV trajectory data as an input for vehicle demand. We believe this broadened awareness will enable an entirely new set of traffic control strategies, optimization models, and features.

The City of Denver has long been a progressive agency that embraces new technologies and leverages the opportunities opened by USDOT. Denver has identified means for Econolite to integrate our CV-based traffic controller within their IV-2 project that focuses on Travel Time Reliability for Connected Freight. For IV-2, Econolite will help build the value proposition of CV technologies to freight companies via ETA-based signal priority for freight vehicles.

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The City and County of Denver



Solutions that Move the World®

This program is designed to significantly expand the operational capabilities of the CV environment by leveraging the real-time data exchanges of connected vehicles to optimize traffic flow and safety. These solutions will seamlessly connect to other integrated systems within a smart-city network infrastructure. This ensures that the critical V2I building blocks are in place and ready to help agencies, freight companies, and local businesses realize the full potential of connected vehicles.

Econolite is excited to be part of this program and provides full support to the City of Denver in their pursuit of this opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Raamot".

Eric Raamot
Vice President, Engineering
Econolite Control Products, Inc.

3360 E. La Palma Ave • Anaheim, CA 92806-2856 • PH: (714) 630-3700 • FAX: (714) 630-6349
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ATCMTD

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June 23, 2016

Crissy Fanganello
Director of Transportation
Denver Public Works
City and County of Denver
201 West Colfax Avenue
Denver, CO 80202

RE: Denver's ATCMTD Grant Application

Dear Mrs. Fanganello:

I write in support of the City and County of Denver's United States Department of Transportation (USDOT) Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) grant application. The City and County of Denver's grant application will help the entire Denver metro area reap the benefits of a dedicated linkage between advanced technology and transportation solutions to improve mobility, increase safety, and increase efficiency.

Jacobs stands dedicated in our commitment to Denver. The capabilities of the project components included in the city's grant application will help the City assume a proactive stance with regards to congestion, safety, and efficiency while elevating Denver to a national leader in connected vehicle technology.

The ATCMTD will help enable the City and County of Denver to deliver innovative projects to help ensure residents see easing congestion, that businesses can operate more efficiently, and that pedestrians and bicyclists can move about the city in a safe manner. Jacobs strongly supports this grant application and looks forward to partnering with the City and County of Denver and other project partners in this endeavor.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie Skeen".

Julie Skeen
Rocky Mountain Operations Manager
Jacobs Engineering Group Inc.

ATCMTD

The City and County of Denver

DocuSign Envelope ID: E5AB02AF-86C8-4EC8-8B84-190F12585330



Peloton Technology
1060 La Avenida Street
Mountain View, CA 94043
650.395.7356

www.peloton-tech.com

June 23, 2016

To: Crissy Fanganello
Director of Transportation & Mobility
Denver Public Works
City and County of Denver

Subject: Partner Letter of Support for the USDOT Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) Initiative

Dear Ms. Fanganello,

I am writing to express the support of Peloton Technology for the Denver Smart City Program ATCMTD proposal to USDOT. Specifically, Peloton Technology will support the project titled IV-2, Travel Time Reliability for Connected Freight.

Peloton will support the project with expertise which encompasses Intelligent Freight Vehicles, V2V and V2I Connectivity to improve mobility, and initial forms of vehicle automation. Peloton is developing innovative ITS platooning technology for heavy vehicles that features V2X (vehicle-to-vehicle/infrastructure/cloud) communications, radar-based active safety systems, vehicle control algorithms and a cloud-based Network Operations Center (NOC) to link heavy trucks traveling along freight corridors – connecting terminals, arterials, highways and interchanges. These systems can save fuel, reduce emissions, improve safety and enhance quality of life in the City.

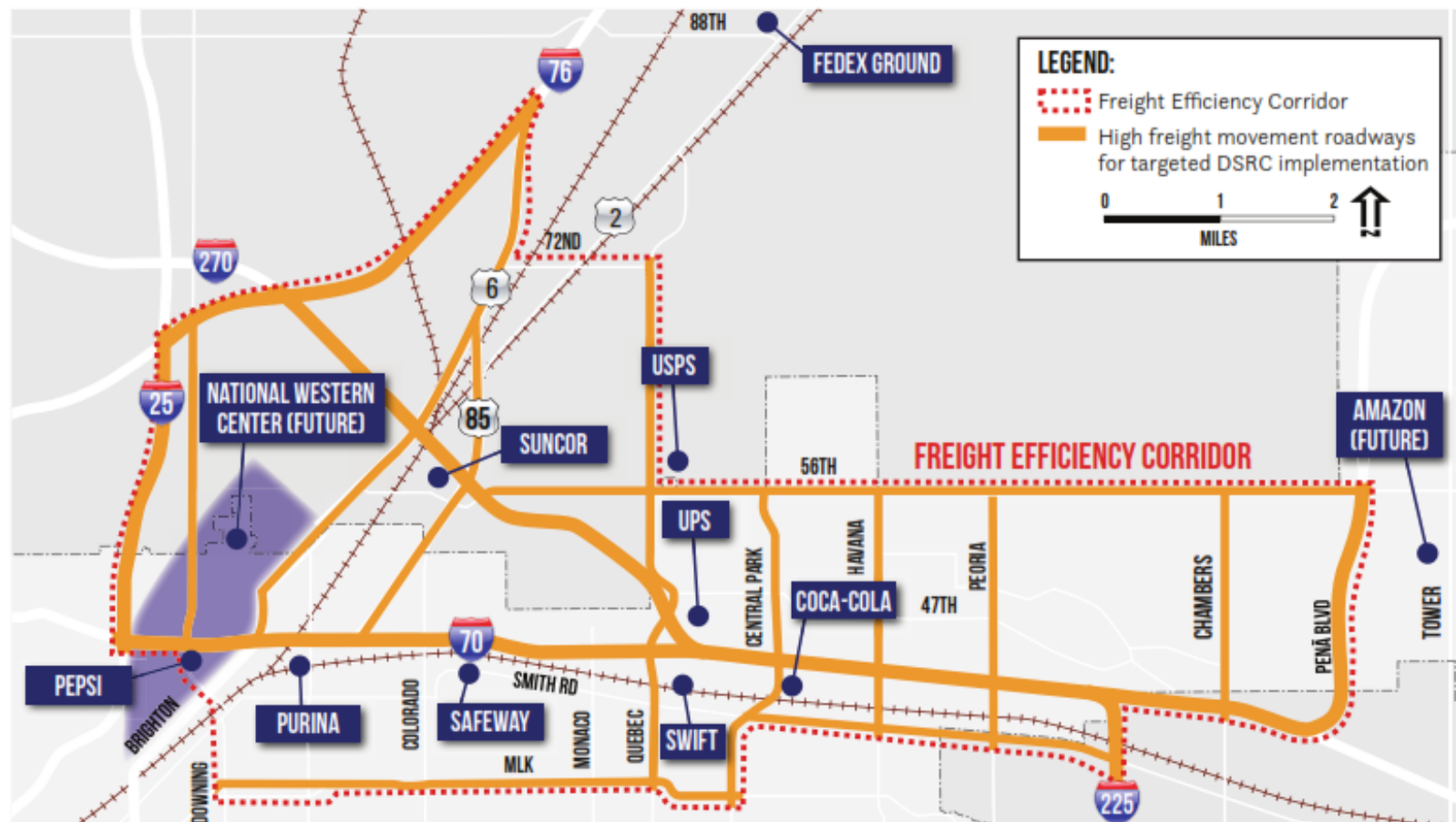
Peloton will also be pleased to serve on the IV-2 Project Leadership Team (PLT). We look forward to being a part of this exciting deployment effort.

Sincerely,

DocuSigned by:

08C12067582647C
Josh Switkes
Founder & CEO
Peloton Technology

Attachment C. North Denver Freight Corridor Map

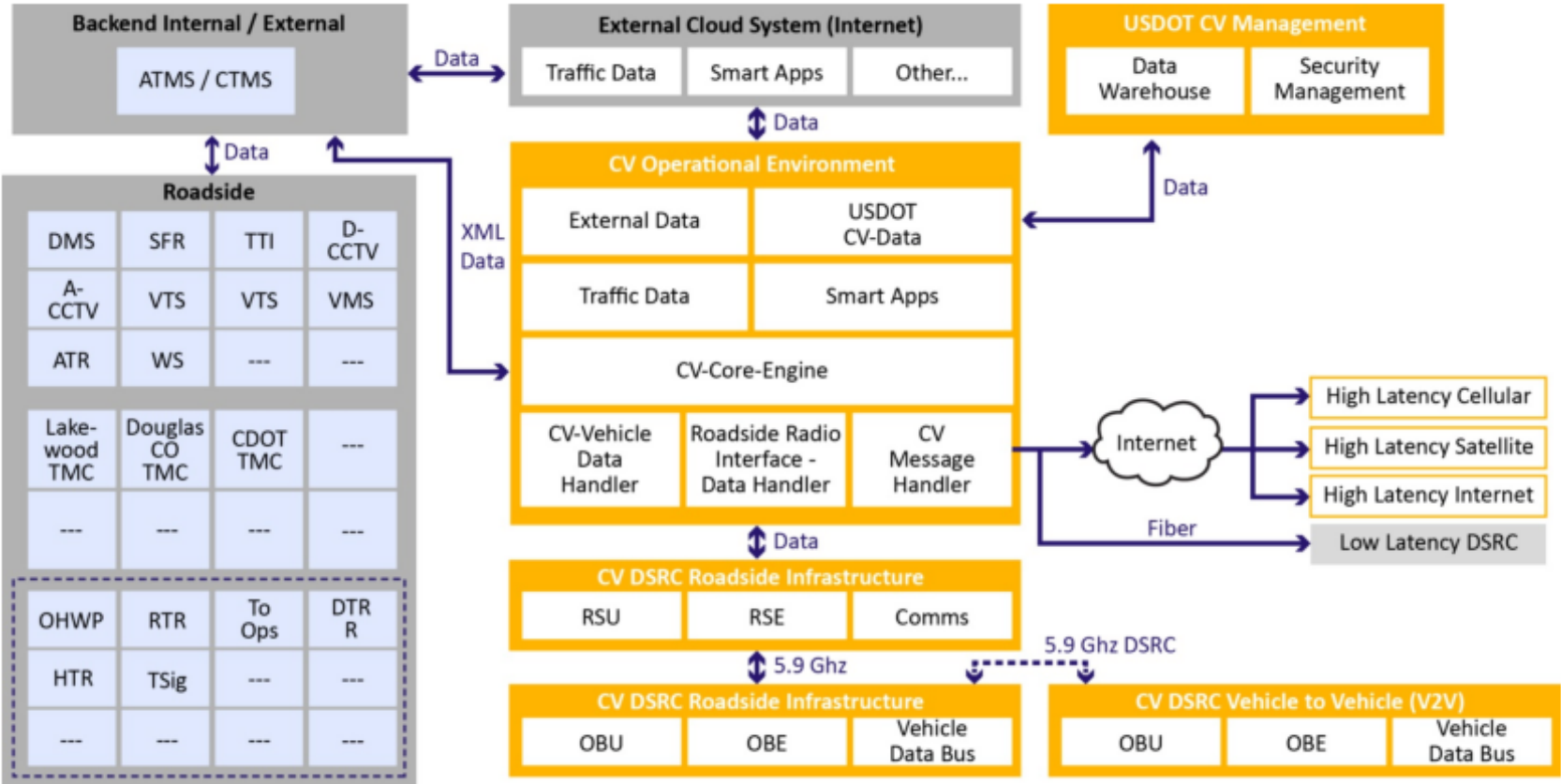


. Stretching from I-25 to Pena Boulevard, North Denver is dense with freight movement and industrial facilities and is primed for improving safety and freight efficiency. The Freight Efficiency Corridor will allow trucks access to their destinations through routes that do not disturb neighborhood communities.

^{R1} Equivalent partner(s) based on open BIDs

Blue text indicate revision to original grant application

Attachment D. Context Diagram for Denver TMC CV Operational Environment



^{R1} Equivalent partner(s) based on open BIDs
Blue text indicate revision to original grant application

ATCMTD

The City and County of Denver

Attachment E. Detailed IV Project Budgets



13. Annual Spend Plan - Intelligent Vehicles

Version 1, dated June 19, 2016



INTELLIGENT VEHICLES

| | |
|----------------|---------------------|
| FUNDING | \$12,000,014 |
| ATCMTD Funded | \$5,930,052 |
| City Funded | \$6,069,962 |

| INTELLIGENT VEHICLES - YEARLY SPEND PLAN | FY2016 | FY2017 | FY2018 | FY2019 | Investment after FY2019 |
|--|--------|--------|--------|--------|-------------------------|
|--|--------|--------|--------|--------|-------------------------|

| Materials | Unit | Cost per Unit | Total \$ 3 year Investment | 0% | 20% | 50% | 30% | 15% |
|---|------|---------------|----------------------------|------------------|-------------------|---------------------|-------------------|-------------------|
| IV-1, Connected Traffic Management Center and Connected Fleets | | | | | | | | |
| Waze Connected Citizens Program - FREE | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| DSRC Onboard Units | 1500 | \$ 1,200 | \$ 1,800,000 | \$ - | \$ 360,000 | \$ 900,000 | \$ 540,000 | |
| Annual Requirements/Config Management Software License | 3 | \$ 5,000 | \$ 15,000 | \$ - | \$ 3,000 | \$ 7,500 | \$ 4,500 | |
| IV-2, Travel Time Reliability for Connected Freight | | | | | | | | |
| DSRC Roadside Units | 50 | \$ 2,500 | \$ 125,000 | \$ - | \$ 25,000 | \$ 62,500 | \$ 37,500 | |
| Roadside Signage | 161 | \$ 1,000 | \$ 161,000 | \$ - | \$ 32,200 | \$ 80,500 | \$ 48,300 | |
| Peloton | 1 | \$ 165,000 | \$ 165,000 | \$ 4,489 | \$ 53,429 | \$ 55,032 | \$ 52,050 | |
| Econolite | 1 | \$ 542,000 | \$ 542,000 | \$ 14,746 | \$ 175,506 | \$ 180,771 | \$ 170,977 | |
| IV-3, Safer Pedestrian Crossing for Connected Citizens | | | | | | | | |
| Roadside Cabinets | 4 | \$ 25,000 | \$ 100,000 | \$ - | \$ 20,000 | \$ 50,000 | \$ 30,000 | |
| Detection | 4 | \$ 40,000 | \$ 160,000 | \$ - | \$ 32,000 | \$ 80,000 | \$ 48,000 | |
| Communications | 4 | \$ 8,000 | \$ 32,000 | \$ - | \$ 6,400 | \$ 16,000 | \$ 9,600 | |
| Signs and Markings | 4 | \$ 5,000 | \$ 20,000 | \$ - | \$ 4,000 | \$ 10,000 | \$ 6,000 | |
| RR flashers and Poles | 4 | \$ 10,000 | \$ 40,000 | \$ - | \$ 8,000 | \$ 20,000 | \$ 12,000 | |
| DSRC Roadside Units | 4 | \$ 2,500 | \$ 10,000 | \$ - | \$ 2,000 | \$ 5,000 | \$ 3,000 | |
| Total Direct Materials | | | \$ 3,170,000 | \$ 19,235 | \$ 721,535 | \$ 1,467,303 | \$ 961,927 | \$ 475,500 |
| % of Spending per Year | | | | 1% | 23% | 46% | 30% | |

| Labor | City / Contract | FTE | NEW % Effort | Hourly Labor Rate | Total \$ 3 year Investment | + 3% Escalation from previous year | + 3% Escalation from previous year | + 3% Escalation from previous year | 8% |
|---|-----------------|-----|--------------|-------------------|----------------------------|------------------------------------|------------------------------------|------------------------------------|------------|
| IV-1, Connected Traffic Management Center and Connected Fleets | | | | | | | | | |
| Engineering/Design | | | | | | | | | |
| CV Senior Systems Architect/System Engineers | Contract | 2.5 | 25.0% | \$ 102 | \$ 423,386 | \$ 11,519 | \$ 137,098 | \$ 141,210 | \$ 133,559 |
| CV Application/Software Developer | Contract | 2 | 25.0% | \$ 95 | \$ 315,260 | \$ 8,577 | \$ 102,085 | \$ 105,147 | \$ 99,450 |
| CV Security/Network Engineer | Contract | 2 | 15.0% | \$ 102 | \$ 203,225 | \$ 5,529 | \$ 65,807 | \$ 67,781 | \$ 64,108 |
| Traffic Engineer, Steve Hersey | City | 1 | 33% | \$ 48 | \$ 105,753 | \$ 2,877 | \$ 34,244 | \$ 35,271 | \$ 33,360 |
| Technician - City | City | 1 | 33% | \$ 38 | \$ 83,721 | \$ 2,278 | \$ 27,110 | \$ 27,923 | \$ 26,410 |
| Install | | | | | | | | | |
| ITS Engineer/Electrical Engineer | Contract | 2 | 25.0% | \$ 75 | \$ 248,107 | \$ 6,750 | \$ 80,340 | \$ 82,750 | \$ 78,267 |
| Traffic Signal & Elec Technician | Contract | 2 | 25.0% | \$ 60 | \$ 198,485 | \$ 5,400 | \$ 64,272 | \$ 66,200 | \$ 62,613 |
| IV-2, Travel Time Reliability for Connected Freight | | | | | | | | | |
| Engineering/Design | | | | | | | | | |


R1 Equivalent partner(s) based on open BIDs

Blue text indicate revision to original grant application

Denver Smart City Program


ATCMTD

The City and County of Denver



13. Annual Spend Plan - Intelligent Vehicles

Version 1, dated June 19, 2016



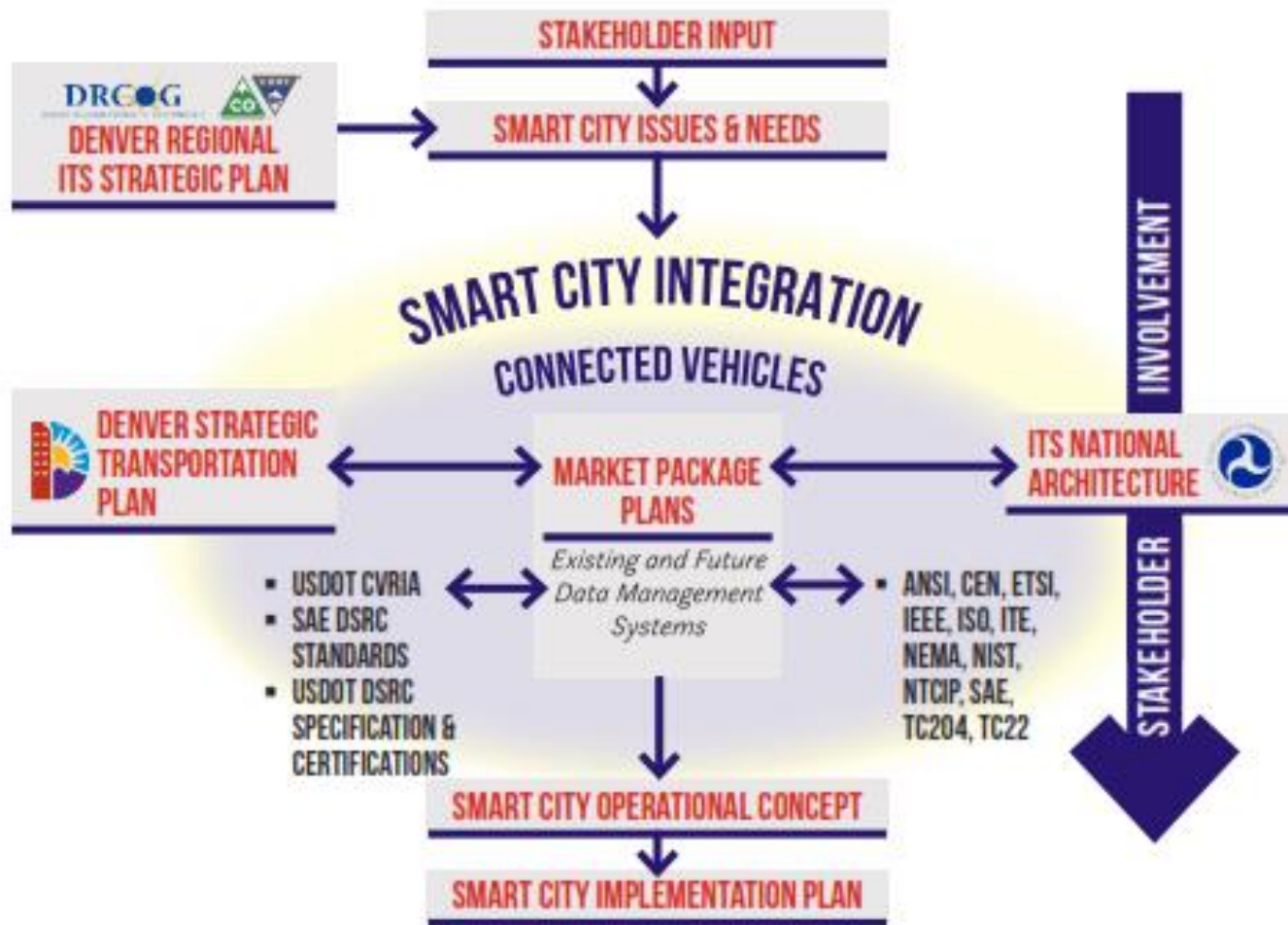
| | | | | | | | | | | | | | | | | |
|--|----------|--------------|---------------|--------------|----------------------------|----------------------------|---------|------------------------------------|--------|------------------------------------|---------|------------------------------------|---------|-----------|---------|-----------|
| Urban Planners | Contract | 2 | 15.0% | \$ | 120 | \$ | 237,617 | \$ | 6,465 | \$ | 76,943 | \$ | 79,252 | \$ | 74,958 | |
| Freight SME/ Industry Coordinator | Contract | 2 | 15.0% | \$ | 87 | \$ | 171,960 | \$ | 4,678 | \$ | 55,683 | \$ | 57,353 | \$ | 54,246 | |
| CV Senior Systems Architect/System Engineers | Contract | 2.5 | 50.0% | \$ | 102 | \$ | 846,772 | \$ | 23,037 | \$ | 274,195 | \$ | 282,421 | \$ | 267,119 | |
| CV Application/Software Developer | Contract | 3 | 50.0% | \$ | 95 | \$ | 945,779 | \$ | 25,731 | \$ | 306,255 | \$ | 315,442 | \$ | 298,351 | |
| CV Security/Network Engineer | Contract | 2 | 50.0% | \$ | 102 | \$ | 677,417 | \$ | 18,430 | \$ | 219,356 | \$ | 225,937 | \$ | 213,695 | |
| Traffic Engineer, Steve Hersey | City | 1 | 33% | \$ | 48 | \$ | 105,753 | \$ | 2,877 | \$ | 34,244 | \$ | 35,271 | \$ | 33,360 | |
| Technician - City | City | 1 | 33% | \$ | 38 | \$ | 83,721 | \$ | 2,278 | \$ | 27,110 | \$ | 27,923 | \$ | 26,410 | |
| Install | | | | | | | | | | | | | | | | |
| Signal Timing Engineer/Traffic Modeler | Contract | 2 | 15.0% | \$ | 100 | \$ | 198,485 | \$ | 5,400 | \$ | 64,272 | \$ | 66,200 | \$ | 62,613 | |
| Traffic Control/MOT | Contract | 2 | 15.0% | \$ | 75 | \$ | 148,864 | \$ | 4,050 | \$ | 48,204 | \$ | 49,650 | \$ | 46,960 | |
| ITS Engineer/Electrical Engineer | Contract | 2 | 25.0% | \$ | 75 | \$ | 248,107 | \$ | 6,750 | \$ | 80,340 | \$ | 82,750 | \$ | 78,267 | |
| Traffic Signal & Elec Technician | Contract | 2 | 25.0% | \$ | 60 | \$ | 198,485 | \$ | 5,400 | \$ | 64,272 | \$ | 66,200 | \$ | 62,613 | |
| IV-3, Safer Pedestrian Crossing for Connected Citizens | | | | | | | | | | | | | | | | |
| Engineering/Design | | | | | | | | | | | | | | | | |
| Traffic Engineer | Contract | 1 | 10.0% | \$ | 120 | \$ | 79,206 | \$ | 2,155 | \$ | 25,648 | \$ | 26,417 | \$ | 24,986 | |
| Traffic Engineer, Steve Hersey | City | 1 | 10% | \$ | 48 | \$ | 31,758 | \$ | 864 | \$ | 10,284 | \$ | 10,592 | \$ | 10,018 | |
| Technician - City | City | 1 | 10% | \$ | 38 | \$ | 25,141 | \$ | 684 | \$ | 8,141 | \$ | 8,385 | \$ | 7,931 | |
| Install | | | | | | | | | | | | | | | | |
| Signal Timing Engineer/Traffic Modeler | Contract | 1 | 10.0% | \$ | 100 | \$ | 66,162 | \$ | 1,800 | \$ | 21,424 | \$ | 22,067 | \$ | 20,871 | |
| Traffic Control/MOT | Contract | 1 | 10.0% | \$ | 75 | \$ | 49,621 | \$ | 1,350 | \$ | 16,068 | \$ | 16,550 | \$ | 15,653 | |
| ITS Engineer/Electrical Engineer | Contract | 1 | 10.0% | \$ | 75 | \$ | 49,621 | \$ | 1,350 | \$ | 16,068 | \$ | 16,550 | \$ | 15,653 | |
| Traffic Signal & Elec Technician | Contract | 1 | 10.0% | \$ | 60 | \$ | 39,697 | \$ | 1,080 | \$ | 12,854 | \$ | 13,240 | \$ | 12,523 | |
| Total Direct Labor | | | | | | | \$ | 5,782,105 | \$ | 157,308 | \$ | 1,872,316 | \$ | 1,928,486 | \$ | 1,823,995 |
| % of Spending per Year | | | | | | | | | | 3% | 32% | 33% | 32% | | | |
| | | | | | | | | | | | | | | | | |
| Labor Overhead | | City / Contr | FTE | NEW % Effort | Labor Rate (+ X% burden) | Total \$ 3 year Investment | | + 3% Escalation from previous year | | + 3% Escalation from previous year | | + 3% Escalation from previous year | | 10% | | |
| IV-1, Connected Traffic Management Center and Connected Fleets | | | | | | | | | | | | | | | | |
| System Development Lead | Contract | 1 | 33.0% | \$ | 131 | \$ | 285,453 | \$ | 7,766 | \$ | 92,433 | \$ | 95,206 | \$ | 90,048 | |
| Project Manager, Michael Finocchio | City | 1 | 33.0% | \$ | 48 | \$ | 104,800 | \$ | 2,851 | \$ | 33,936 | \$ | 34,954 | \$ | 33,060 | |
| IV-2, Travel Time Reliability for Connected Freight | | | | | | | | | | | | | | | | |
| System Development Lead | Contract | 1 | 33.0% | \$ | 131 | \$ | 285,453 | \$ | 7,766 | \$ | 92,433 | \$ | 95,206 | \$ | 90,048 | |
| Project Manager, Michael Finocchio | City | 1 | 33.0% | \$ | 48 | \$ | 104,800 | \$ | 2,851 | \$ | 33,936 | \$ | 34,954 | \$ | 33,060 | |
| Senior Program Developer | Contract | 1 | 100.0% | \$ | 107 | \$ | 708,683 | \$ | 19,280 | \$ | 229,480 | \$ | 236,365 | \$ | 223,558 | |
| Community Liason | Contract | 1 | 100.0% | \$ | 63 | \$ | 416,872 | \$ | 11,341 | \$ | 134,988 | \$ | 139,038 | \$ | 131,505 | |
| IV-3, Safer Pedestrian Crossing for Connected Citizens | | | | | | | | | | | | | | | | |
| System Development Lead | Contract | 1 | 33.0% | \$ | 131 | \$ | 285,453 | \$ | 7,766 | \$ | 92,433 | \$ | 95,206 | \$ | 90,048 | |
| Project Manager, Michael Finocchio | City | 1 | 33.0% | \$ | 48 | \$ | 104,800 | \$ | 2,851 | \$ | 33,936 | \$ | 34,954 | \$ | 33,060 | |
| Total Overhead | | | | | | | \$ | 2,296,316 | \$ | 62,474 | \$ | 743,575 | \$ | 765,882 | \$ | 724,385 |
| % of Spending per Year | | | | | | | | | | 3% | 32% | 33% | 32% | | | |
| | | | | | | | | | | | | | | | | |
| Other Direct Cost | | Unit | Cost per Unit | | Total \$ 3 year Investment | | 3% | 32% | 33% | 32% | 10% | | | | | |
| IV-1, Connected Traffic Management Center and Connected Fleets | | | | | | | | | | | | | | | | |
| Contingency - Material | | 10% | | | \$ | 181,500.00 | \$ | 4,938 | \$ | 58,772 | \$ | 60,535 | \$ | 57,255 | | |

¹ Equivalent partner(s) based on open BIDs

Blue text indicate revision to original grant application

Denver Smart City Program

Attachment F. Approach to Updating Regional ITS System Leveraging Technology



Denver will integrate its Smart City Program into the existing ITS Architecture process; utilize USDOT, SAE, IEEE, and other relevant standards; and engage the appropriate standards development stakeholders for new Smart City concepts.

^{R1} Equivalent partner(s) based on open BIDs

Blue text indicate revision to original grant application

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☐ Application
☒ Changed/Corrected Application

* 2. Type of Application:

- ☐ New
☐ Continuation
☒ Revision

* If Revision, select appropriate letter(s):

C: Increase Duration

* Other (Specify):

* 3. Date Received:

08/07/2020

4. Applicant Identifier:

City and County of Denver

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

693JJ31850001

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Denver, City and County of

* b. Employer/Taxpayer Identification Number (EIN/TIN):

846000580

* c. Organizational DUNS:

0855968020000

d. Address:

* Street1:

201 W. Colfax, Ste. 509

Street2:

* City:

Denver

County/Parish:

* State:

CO: Colorado

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

80202-5329

e. Organizational Unit:

Department Name:

Transportation Operations

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Michael

Middle Name:

* Last Name:

Finochio

Suffix:

Title: Engineering Manager

Organizational Affiliation:

Department of Transportation & Infrastructure

* Telephone Number:

(720) 913-0801

Fax Number:

* Email:

michael.finochio@denvergov.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

C: City or Township Government

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

DOT Federal Highway Administration

11. Catalog of Federal Domestic Assistance Number:

20.200

CFDA Title:

Highway Research and Development Program

* 12. Funding Opportunity Number:

DTFH6116RA00012

* Title:

Advanced Transportation and Congestion Management Technologies Deployment Initiative

13. Competition Identification Number:

DTFH6116RA00012

Title:

Advanced Transportation and Congestion Management Technologies Deployment Initiative

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Implement three key Intelligent Vehicle projects as proposed in Denver's Smart Cities grant proposal related to: a) Connected Fleets; b) Travel Time Reliability and c) Safer Pedestrian Crossings.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

| | |
|---------------------|--|
| * a. Federal | <input type="text" value="6,000,007.00"/> |
| * b. Applicant | <input type="text" value="6,000,007.00"/> |
| * c. State | <input type="text"/> |
| * d. Local | <input type="text"/> |
| * e. Other | <input type="text"/> |
| * f. Program Income | <input type="text"/> |
| * g. TOTAL | <input type="text" value="12,000,014.00"/> |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

BUDGET INFORMATION - Non-Construction ProgramsOMB Number: 4040-0006
Expiration Date: 02/28/2022**SECTION A - BUDGET SUMMARY**

| Grant Program Function or Activity (a) | Catalog of Federal Domestic Assistance Number (b) | Estimated Unobligated Funds | | New or Revised Budget | | |
|---|--|-----------------------------|--------------------|-----------------------|--------------------|------------------|
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | Total (g) |
| 1. ATCMTD Projects | | \$ | \$ | \$ 6,000,007.00 | \$ 6,000,007.00 | \$ 12,000,014.00 |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. Totals | | \$ | \$ | \$ 6,000,007.00 | \$ 6,000,007.00 | \$ 12,000,014.00 |

SECTION B - BUDGET CATEGORIES

| 6. Object Class Categories | GRANT PROGRAM, FUNCTION OR ACTIVITY | | | | Total (5) |
|--|-------------------------------------|-----|-----|-----|------------------|
| | (1) | (2) | (3) | (4) | |
| | ATCMTD Projects | | | | |
| a. Personnel | \$ 1,399,091.55 | \$ | \$ | \$ | \$ 1,399,091.55 |
| b. Fringe Benefits | 277,160.04 | | | | 277,160.04 |
| c. Travel | 50,000.00 | | | | 50,000.00 |
| d. Equipment | 2,500,000.00 | | | | 2,500,000.00 |
| e. Supplies | 100,000.00 | | | | 100,000.00 |
| f. Contractual | 7,370,696.12 | | | | 7,370,696.12 |
| g. Construction | 0.00 | | | | 0.00 |
| h. Other | 0.00 | | | | 0.00 |
| i. Total Direct Charges (sum of 6a-6h) | 11,696,947.71 | | | | \$ 11,696,947.71 |
| j. Indirect Charges | 303,066.29 | | | | \$ 303,066.29 |
| k. TOTALS (sum of 6i and 6j) | \$ 12,000,014.00 | \$ | \$ | \$ | \$ 12,000,014.00 |
| 7. Program Income | \$ | \$ | \$ | \$ | \$ |

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Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

| (a) Grant Program | | (b) Applicant | (c) State | (d) Other Sources | (e)TOTALS |
|-------------------------------|-----------------|-----------------|-----------|-------------------|-----------------|
| 8. | ATCMTD Projects | \$ 6,000,007.03 | \$ | \$ | \$ 6,000,007.03 |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. TOTAL (sum of lines 8-11) | | \$ 6,000,007.03 | \$ | \$ | \$ 6,000,007.03 |

SECTION D - FORECASTED CASH NEEDS

| | Total for 1st Year | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
|------------------------------------|--------------------|-------------|-------------|-------------|-------------|
| 13. Federal | \$ | \$ | \$ | \$ | \$ |
| 14. Non-Federal | \$ | | | | |
| 15. TOTAL (sum of lines 13 and 14) | \$ | \$ | \$ | \$ | \$ |

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

| (a) Grant Program | | FUTURE FUNDING PERIODS (YEARS) | | | |
|----------------------------------|-----------------|--------------------------------|-----------------|-----------------|---------------|
| | | (b)First | (c) Second | (d) Third | (e) Fourth |
| 16. | ATCMTD Projects | \$ 1,500,000.00 | \$ 2,500,000.00 | \$ 1,700,000.00 | \$ 300,000.00 |
| 17. | | | | | |
| 18. | | | | | |
| 19. | | | | | |
| 20. TOTAL (sum of lines 16 - 19) | | \$ 1,500,000.00 | \$ 2,500,000.00 | \$ 1,700,000.00 | \$ 300,000.00 |

SECTION F - OTHER BUDGET INFORMATION

| | | | |
|---------------------|-----------|-----------------------|---------|
| 21. Direct Charges: | 1,500,000 | 22. Indirect Charges: | 500,000 |
| 23. Remarks: | | | |

Contract Control Number:

DOTI-202056688-01 (201738687-01)

Contractor Name:

FEDERAL HIGHWAY ADMINISTRATION


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of: 11/20/2020

SEAL




CITY AND COUNTY OF DENVER:

ATTEST:

DocuSigned by:

40438580DD354C3...

Clerk and Recorder/Public Trustee
Paul López

By: DocuSigned by:

62CED40250844EC...

Mayor
Michael B. Hancock

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: DocuSigned by:

E0025B0FF00A48C...


Assistant City Attorney
John G. McGrath

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:

0750007070F0401...

Chief Financial Officer
Brendan J Hanlon

By: DocuSigned by:

0200504F0B7045D...

Auditor
Timothy M. O'Brien

*****See Attached Signature Page*****

Contract Control Number:

DOTI-202056688-01 (201738687-01)

Contractor Name:

FEDERAL HIGHWAY ADMINISTRATION

By: _____

Name: _____

(please print)

Title: _____

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

AMENDMENT TO ASSISTANCE AGREEMENT

1. **AMENDMENT NO.:** 0002 **EFFECTIVE DATE:** See Block 9
2. **PROCUREMENT REQUEST NO.:** N/A
3. **AMENDMENT OF AGREEMENT NO.:** 693JJ31850001
4. **ISSUED BY:** Federal Highway Administration (FHWA)
Office of Acquisition and Grants Management, HCFA-32
1200 New Jersey Avenue, S.E.
Washington, DC 20590
5. **NAME AND ADDRESS OF RECIPIENT:** City and County of Denver
201 W. Colfax
Suite 509
Denver, CO 80202-5329
DUNS #: 085596802
6. **ACCOUNTING AND APPROPRIATION DATA:**

- None

7. DESCRIPTION OF AMENDMENT:

The purpose of this bilateral amendment is to (1) incorporate a revised Technical Narrative for the City & County of Denver's Advanced Transportation & Congestion Management Technologies Deployment (ATCMTD) Program Project entitled "Denver Smart City Program"; (2) Incorporate a revised SF 424 & SF 424A; (3) Revise the period of performance for this project to end on February 24, 2024.

Accordingly, the agreement is amended as cited on Page 2.

8. **Name of Person Authorized to Sign on behalf of the City & County of Denver**
9. **Signature of FHWA Agreement Officer**


Signature

Date Signed: 10/1/2020

Printed Name: Michael Finocchio

Title: Engineering Manager


Signature

Date Signed: 11/12/2020

Printed Name:

Ryan Buck
Agreement Officer

693JJ31850001
Amendment No. 2
Page 2 of 2

1. Page 1 of 16, Block No. **6. Period of Performance**, revise as follows:

Delete: 48 Months

Add: 72 Months

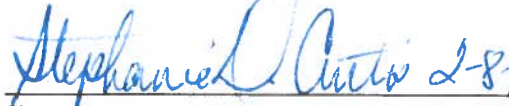
2. Page 2 of 16, **ATTACHMENTS**, add as follows:

4. Revised Technical Application, "Denver Smart City Program" dated August 7, 2020
(41 pages)

5. Revised Budget Application, dated August 7, 2020 (6 pages)

Except as noted herein, all other terms and conditions remain unchanged and in full force and effect.

END OF AMENDMENT

- | | | |
|--|---|------------------------------|
| 1. Award No. 693JJ31850001 | 2. Effective Date See No. 17 Below | 3. CFDA No. 20.200 |
| | | |
| 4. Award To City and County of Denver 201 W. Colfax Suite 509 Denver, CO 80202-5329 DUNS No.: 085596802 TIN No.: 84-6000580 | 5. Sponsoring Office U.S. Department of Transportation Federal Highway Administration Office of Acquisition & Grants Management 1200 New Jersey Avenue, SE HCFA-32, Mail Drop E62-204 Washington, DC 20590 | |
| | | |
| 6. Period of Performance Forty-Eight (48) Months | 7. Total Amount Federal Share: \$6,000,007 Recipient Share: <u>\$6,000,007</u> Total: \$12,000,014 | |
| | | |
| 8. Type of Agreement Cooperative Agreement | 9. Authority 23 U.S.C. 503(c)(4) | |
| | | |
| 10. Procurement Request No. HOTMXX1700000099 | 11. Funds Obligated \$6,000,007 | |
| | | |
| 12. Submit Payment Requests To See "Payment" clause in General Terms and Conditions | 13. Payment Office See "Payment" clause in General Terms and Conditions | |
| | | |
| 14. Accounting and Appropriations Data 15X044A060.0000.070N44A600.7001000000.41011.61006600 - Total Obligated = \$6,000,007 | | |
| | | |
| 15. Research Title and/or Description of Project "Denver Smart City Program" | | |
| | | |
| 16. City and County Denver See Attached Signature Page _____ Signature Name: Title: | 17. Federal Highway Administration  _____ Signature Name: Stephanie Curtis Title: Agreement Officer | |
| Date | Date | |



AMENDMENT TO ASSISTANCE AGREEMENT

1. **AMENDMENT NO.:** 0003 **EFFECTIVE DATE:** See Block 9
2. **PROCUREMENT REQUEST NO.:** N/A
3. **AMENDMENT OF AGREEMENT NO.:** 693JJ31850001
4. **ISSUED BY:** Federal Highway Administration (FHWA)
Office of Acquisition and Grants Management, HCFA-32
1200 New Jersey Avenue, S.E.
Washington, DC 20590
5. **NAME AND ADDRESS OF RECIPIENT:** City and County of Denver
201 W. Colfax
Suite 509
Denver, CO 80202-5329
SAM UEI #: JL75DFB1NLR4
6. **ACCOUNTING AND APPROPRIATION DATA:**

- None

7. **DESCRIPTION OF AMENDMENT:**

The purpose of this bilateral amendment is to (1) incorporate a revised schedule for the City & County of Denver's Advanced Transportation & Congestion Management Technologies Deployment (ATCMTD) Program Project entitled "Denver Smart City Program"; (2) Revise the period of performance for this project to end on May 24, 2026; and (3) update the recipient's key personnel, as identified in the agreement. Accordingly, the agreement is amended as cited on Page 2.

8. **Name of Person Authorized to Sign
on behalf of the Recipient**



Signature

Date Signed: 12/04/2023

Printed Name: John S Yu

Title: Senior Engineer

9. **Signature of FHWA Agreement Officer**

RYAN JOSEPH BUCK


Signature

Digitally signed by RYAN
JOSEPH BUCK
Date: 2023.12.05
14:23:38 -05'00'

Signature

Date Signed: 12/5/2023

Printed Name:

**Ryan Buck
Agreement Officer**

693JJ31850001
Amendment No. 3
Page 2 of 2

1. Page 1 of 16, Block No. **6. Period of Performance**, revise as follows:

Delete: 72 Months

Add: 99 Months

2. Page 2 of 16, **ATTACHMENTS**, add as follows:

6. 693JJ31850001 - Revised Schedule, dated August 28, 2023 (3 pages)

3. Page 12 of 16, Section C.4.E – Key Personnel

Delete the current table and replace with the following:

| Names | Title Position |
|------------------|--------------------------------|
| John Yu | Senior Engineer |
| Michael Comstock | Director of Traffic Operations |

Except as noted herein, all other terms and conditions remain unchanged and in full force and effect.

END OF AMENDMENT


Contract Control Number:
Contractor Name:

DOTI-202371796-02 (201738687-02)
FEDERAL HIGHWAY ADMINISTRATION

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of: 1/11/2024 | 11:23 AM PST

SEAL


DocuSigned by:



CITY AND COUNTY OF DENVER:

ATTEST:

DocuSigned by:




E0F80F841070488...

Deputy Clerk and Recorder
Audrey Kline

By:

DocuSigned by:



5DC361FDC883486...

Mayor
Michael C. Johnston

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

DocuSigned by:




E0825B8FF80A43C...

Assistant City Attorney
John McGrath

REGISTERED AND COUNTERSIGNED:

By:

DocuSigned by:



A3CE12EB736D4D9...

Chief Financial Officer
Nicole Doheny

By:

DocuSigned by:



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Auditor
Timothy O'Brien

EXHIBIT 1

[illegible]