###

**AFFILIATE AGREEMENT**

### BETWEEN RPG PARTNERS AND RPG AFFILIATE REGARDING THE SAN DIEGO REGIONAL PROVING GROUND

**CALTRANS AGREEMENT NO. 001600037-XXX**

This Partnership Agreement (“Agreement”) is made and entered into effective as of this day of , 202\_, by and between the Regional Proving Ground (RPG) Partners (“RPG PARTNERS”), consisting of San Diego Association of Governments (“SANDAG”) and the City of Chula Vista (“City”), and the California Department of Transportation (“CALTRANS”), and a RPG Affiliate (“AFFILIATE”). RPG PARTNERS and AFFILIATE may be referred to herein individually as a “party” and collectively as the “parties”.

### RECITALS

WHEREAS, the RPG is a collaboration between SANDAG, the California Department of Transportation (“CALTRANS”), and the City of Chula Vista (“CITY”) [herein referred to as the “RPG PARTNERS”]; and

WHEREAS, pursuant to the agreement of the RPG PARTNERS, CALTRANS coordinates the RPG for the purpose of validating Connected and Automated Vehicle (CAV) technologies within specific operational design domains; and

WHEREAS, the goal of the RPG is to provide a real-world environment for validating innovative technologies and to inform public policy and long-range planning that guides the safe deployment of CAVs in support of the region’s goals for mobility, sustainability, and economic prosperity; and

* Accelerate the deployment of advanced technologies to enable the region to realize the safety, sustainability, economic prosperity and mobility benefits of CAVs as early as possible.
* Support greenhouse gas emission reduction targets
* Educate the public and to address concerns regarding safety and other operational implications of CAV technologies
* Provide a platform for other public, private and educational entities to conduct research and development, facilitate strategic partnerships, and to attract local investment
* Promote pilot projects which advance regional goals (e.g., Mobility as a Service, Safety, goods movement, Smart Cities, Complete Streets, Mobility Hubs, last mile/first mile, etc.)
* Leverage the region’s managed lane network, intelligent transportation infrastructure, and Smart City investments to support the transition to full vehicle automation

WHEREAS, the RPG PARTNERS are owners and operators of PUBLIC ROADWAYS (freeways, local roads, tollways, on- and off-ramps) on which CAV technologies may be tested and;

WHEREAS, the RPG PARTNERS propose to work collaboratively with organizations, academic institutions, and private entities involved in the research, development, and production of CAV technologies (herein referred to as “AFFILIATES”); and

WHEREAS, the RPG PARTNERS propose to make PUBLIC ROADWAYS (specified freeways, local roads, tollways, on- and off-ramps) available to AFFILIATES for the testing of AFFILIATE-supplied equipment that advances the mission and goals of the RPG in accordance with the terms and conditions of a standard partnership agreement and applicable law; and

WHEREAS, participation as an AFFILIATE provides the following anticipated benefits:

* Demonstration of vehicle technologies and services on PUBLIC ROADWAYS with access to supporting technologies and infrastructure, such as CAV technologies.
* Streamlined permitting, technical guidance, and RPG PARTNERS’ staff support for road closures, traffic control, and encroachments.
* Access to academic researchers and resources.
* Showcase demonstration projects which may lead to full-scale deployment and solve real world- mobility, safety, and cybersecurity issues.
* Economic and workforce development opportunities.
* Collaboration with state, regional, and local government agencies;
* Contribution to furthering public outreach and education related to CAV technology

WHEREAS, the parties wish to memorialize this Agreement to carry out the purposes set forth above.

### AGREEMENT

NOWTHEREFORE, inconsideration of the mutual commitments set forth herein, the parties agree as follows:

### CALTRANS AGREES:

1. To serve as the primary point of contact for the SDRPG, to facilitate access to the PUBLIC ROADWAYS subject to applicable permitting requirements.
2. In collaboration with the RPG PARTNERS, CALTRANS will provide AFFILIATES with technical guidance and staff support for acquiring the necessary permits and traffic control in a timely manner.
3. To obtain approval from AFFILIATE when preparing and distributing all verbiage for messaging associated with AFFILIATE, including the use of the AFFILIATE’s logo.
4. To the extent allowable by the California Public Records Act, abide by the terms and conditions set forth in a Non-Disclosure Agreement entered into separately between the RPG PARTNERS and AFFILIATE.

### AFFILIATE AGREES:

1. To obtain the necessary DMV, traffic control and encroachment permits to conduct field testing, as shown in Exhibit 2. When seeking a traffic control or encroachment permit, AFFILIATE will provide a minimum deposit of $3,000 to the facility owner (CALTRANS or CITY) to establish a permit deposit account. Permit deposit accounts will be used to provide full cost recovery of activities directly related to the development, review, approval, and inspection of the traffic control and encroachment permits requested by the AFFILIATE, as well as for lost toll revenue due to testing that disrupts toll road operations. AFFILIATE will abide by all terms and conditions of any permit issued pursuant to this Agreement and all relevant federal, state and local laws related to the testing of automated vehicle technologies in the public right of way. Field tests shall be performed by AFFILIATE in accordance with safety plans or protocols established by the RPG PARTNERS for these field tests and AFFILIATE will comply with the conditions of the permits required to conduct such field tests, including but not limited to developing and implementing safety and risk management plans that meet the requirements of the RPG PARTNERS.
2. To supply the necessary vehicles, network connectivity, and equipment to conduct field testing as set forth in the Scope of Work (Exhibit 1).
3. To procure and maintain for the duration of this Agreement, comprehensive insurance against claims for injuries to persons, nuisance or damages to property, which may arise from or in connection with the performance of the work hereunder by AFFILIATE, its agents, representatives, or employees. Insurance provisions and policy limitations are included in Exhibit 3. The insurance minimums reflected in Exhibit 3 can be modified to reflect lower coverages, but not lower than those identified in the latest version of the Caltrans Standard Specifications, specifically including Section 7-1.06A; 7-1.06 B (casualty insurance); 7-1.06 C (Workmen’s Comp and Employer Liability); and 7-1.06 E (Automobile). Minimum coverages should correspond to no less than those applicable to construction bids on state projects which range from $10 million to $25 million as provided in table 7-1.06 D.]
4. To obtain approval from RPG PARTNERS in advance of preparing and distributing all messaging associated with the RPG PARTNERS, or the RPG including the use of RPG PARTNER logos.
5. Any incident occurring on PUBLIC ROADWAYS involving an AFFILIATE vehicle during CAV technology testing (in which the AFFILIATE vehicle collides with another vehicle, stationary object, pedestrian, or an animal or if any emergency medical services or law enforcement responds or is called to respond) will include public information messaging from the owner and operator of the PUBLIC ROADWAY impacted by the incident as a part of coordinated incident response. In case of such incident, the AFFILIATE will report the incident details to the RPG PARTNERS within 24 hours. CALTRANS will lead the coordination and schedule an in-person or phone debrief meeting with RPG PARTNERS and AFFILIATE to discuss the incident prior to the next testing date. CALTRANS will take the lead on disseminating any messaging related to such incident.
6. If AFFILIATE’s vehicles are used for testing on tolled FACILITIES, such as I-15 or State Route 125, within thirty (30) days of completion of the particular testing event, to pay SANDAG for lost toll revenue, if any, due to disruptions to normal toll road operations, such as those caused by a traffic closure. Actual toll revenue owed to SANDAG will depend on the specific use cases and the extent of the closure.
7. If AFFILIATE’s vehicles are used for testing, and the CITY or CALTRANS traffic and safety management plan requires CHP participation, to pay SANDAG for the CHP officer time and mileage within thirty (30) days of completion of the particular testing event.
8. That any approval, or acceptance of, or payment for, any of the activities performed under this Agreement by any RPG PARTNERS, either individually or collectively, shall not be construed to operate as a waiver by any RPG PARTNERS of any rights under this Agreement or at law or of any cause of action arising out of the performance thereof; AFFILIATE shall be, and will remain liable to, the RPG PARTNERS in accordance with applicable law for all damages to the RPG PARTNERS or PUBLIC ROADWAYS by any of AFFILIATE’s actions, errors, or omissions deemed to be failure to perform under this Agreement.
9. To defend, indemnify and hold RPG PARTNERS and their respective officers, elected officials, appointed officials, directors, staff, employees, and agents harmless from any and all liability, claims, damages or injuries (including death) to any person or property, including injury to AFFILIATE’s employees, arising from or connected with AFFILIATE’s performance of or failure to perform its obligations under this Agreement.

### THE PARTIES MUTUALLY AGREE:

1. That all obligations of RPG PARTNERS under the terms of this Agreement are subject to the appropriation of the required resources by the RPG PARTNERS and the approval of the governing bodies of the RPG PARTNERS.
2. Any notice required or permitted under this Agreement may be personally served on a party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

|  |  |
| --- | --- |
| For CALTRANS | For AFFILIATE |
| 7183 Opportunity Rd | Affiliate Address |
| San Diego, CA 92111 | Affiliate Address |
| Attn: **April Lucchesi**, Traffic System Performance Branch Chief | Attn: Affiliate Contact **Name** and Title |

1. This Agreement shall continue in effect unless and until a party gives sixty (60) days written notice of its desire to withdraw from the Agreement.
2. The indemnification provisions of this Agreement shall survive termination of the Agreement.
3. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court in the

County of San Diego, State of California.

1. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
2. Notwithstanding the term “RPG Partners”, the relationship of the RPG PARTNERS is that of independent entities and not as agents of each other or as joint venturers or partners. The RPG PARTNERS shall maintain sole and exclusive control over their personnel, agents, consultants, and operations. For purposes of this Affiliate Agreement, the relationship of the Parties is that of independent entities and not as agents of each other or as joint ventures or partners. The Parties shall maintain sole and exclusive control over their personnel, agents, partners, and operations.
3. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
4. Except as expressly provided herein with respect to the RPG PARTNERS, nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of the parties.
5. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each has signed one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first above written.

|  |  |  |
| --- | --- | --- |
| CALTRANS |  | AFFILIATE |
| **GUSTAVO DALLARDA****District 11 Director** |  | **SIGNATORY NAME****Title** |
| APPROVED AS TO FORM: |  |  |
| **GLENN B. MUELLER****Assistant Chief Counsel** |  |  |

Exhibits:

1. Scope of Work
2. Permit Process
3. Insurance Requirements

### EXHIBIT 1 SCOPE OF WORK

SAN DIEGO REGIONAL PROVING GROUND

Permitting Process

Applicant revises proposal

# 1

### Introductory Meeting

Introductory meeting with applicant and RPG agency partners

2

### Proposal Preparation

Applicant prepares formal use case proposal

3

### Proposal Review

Safety team reviews and refines the formal use case proposal with the applicant

(1-2 weeks)

4

### Permit Application Submission

Applicant, consultant, or contractor prepares and

submits permit application

5

### Safety

**and Permit Reviews**

Safety and permit teams review

the application (1-2 weeks if no

revisions required)

**Revisions requested**

**Application approved**

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### Permit Issued

Agency processes and issues permit (1-2 weeks)

[**sandag.org/provingground**](http://www.sandag.org/provingground)

**Exhibit 2**

*Note: Duration of each step in the permit process depends on the complexity of the applicant’s submittals.*

= Applicant Action = SDRPG Agency Action

**Step 1 – Introductory Meeting**

Applicant contacts Caltrans to schedule an introductory meeting with the RPG partners to discuss testing needs and potential use cases. During this and follow-up meetings, RPG partners help the applicant identify the appropriate facilities for desired testing and provide guidance to develop a formal use case proposal. Tours of the RPG sites can be scheduled if requested.

**Caltrans Point of Contact: April Lucchesi**, April.Lucchesi@dot.ca.gov or (619) 241-5491.

## Step 2 – Proposal Preparation

Applicant prepares a formal use case proposal, clearly labeled to include the following:

* Detailed testing scenarios that indicate whether there will be lane closures and/or equipment installation
* Testing requirements (environmental, technical, physical)
* Testing locations requested
* Preliminary testing risk assessment
* Proposed testing schedule and duration (dates, time of day, frequency, etc.)

## Step 3 – Proposal Review

Applicant schedules a meeting(s) with the appropriate RPG partner(s) to review and refine the formal use case proposal with the Safety Team. At this time, applicant will need to establish deposit accounts with both Caltrans and the City of Chula Vista, if both Right of Ways are required. Caltrans and the City of Chula Vista each require a $3,000 minimum initial deposit for permit processing cost recovery. Actual costs for traffic control and encroachment permits will depend on the complexity of the proposal. The applicant will be notified about the deposit account balance and, for complex permit applications, if the account requires replenishment. Upon completion and close out of permit(s), any remaining balance in the deposit account will be refunded to the applicant.

* **City of Chula Vista Point of Contact: Eddie Flores,** Eflores@chulavistaca.gov or (619) 476-5368
* **SANDAG Point of Contact: Alex Estrella,**  Alex.Estrella@sandag.org

## Step 4 – Permit Application Submission

[**sandag.org/provingground**](http://www.sandag.org/provingground)

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Applicant, consultant, or contractor prepares and submits complete permit application(s).

* **Caltrans permit applications must include:**
	+ All possible testing use cases, schedules, and duration
	+ Specific locations for installing equipment or vehicle testing
	+ Traffic charts
	+ Special provisions (if applicable)
	+ Signed construction plans (six copies of each plan)

» Traffic Control Plan

* + - Must be prepared in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD); preparation by a qualified engineer/contractor is recommended

» Planting and Irrigation Plan (if installing equipment that would require removal and replacement of the existing irrigation system)

* + Safety Management Plan for each use case
	+ Standard Encroachment Permit Application ([Form TR-0100](https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=TR0100)) - may work better in Internet Explorer
	+ Encroachment Permit Application Checklist ([Form TR-0402](https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=TR0402)) - may work better in Internet Explorer
	+ Certificate of Insurance (Commercial General Liability)

» Vehicle Testing: $1,000,000 each occurrence; $2,000,000 aggregate

» Vehicle Testing (heavy trucks on closed lanes or any vehicle traveling over 80 mph): $5,000,000 each occurrence;

$10,000,000 aggregate

» Equipment/Hardware Installations; Major closures; Platooning: $2,000,000 each occurrence; $4,000,000 aggregate

» Name Caltrans as additionally insured

* **Chula Vista permit applications must include:**
	+ All possible testing use cases, schedules, and duration
	+ Specific locations for installing equipment or vehicle testing
	+ Traffic Control Plan

» Must be prepared in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) and it is recommended that the traffic control plan be prepared by a qualified engineer/contractor

» City of Chula Vista staff may provide traffic control plan preparation assistance on simple test cases

* + Safety Management Plan for each use case
	+ Certificate of Insurance

» Bodily Injury: $500,000 each person; $1,000,000 each occurrence; $1,000,000 aggregate products and completed operations

» Property Damage: $250,000 each occurrence; $500,000 aggregate

» Combined single policy with aggregate limits of $2,000,000 will be considered equivalent to the required minimum

» Insurance provider shall have an AM Best’s rating of B+ or better and be domiciled in the United States

» Name City of Chula Vista as additionally insured

» Temporary Encroachment Permits are an insured contract for the project

## Step 5 – Safety and Permit Reviews

Safety and permit team review the application and determine if any revisions are needed for approval.

## Step 6 – Permit Issued

Agency processes and issues the permit. Permit duration can be extended to accommodate multiple test phases upon review of request and at least thirty (30) days’ notice.

### EXHIBIT 3 INSURANCE REQUIREMENTS

AFFILIATE shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by AFFILIATE, its agents, representatives, or employees.

### Acceptability of Insurers

All required insurance policies shall be issued by companies who hold a current policyholder’s alphabetic and financial-size category rating of not less than A: VII, in accordance with A.M. Best. Carriers must be licensed to do business in California and maintain an agent for service of process within California. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

### Notice of Termination, Cancellation, or Change

Should any of the insurance policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions and sent to CALTRANS. AFFILIATE shall notify CALTRANS immediately following AFFILIATE’s first notice or awareness of any proposed or actual termination, cancellation, or change in its insurance coverage. Notice of cancellation sent by certified mail, postage prepaid, with a return receipt of addresses requested shall be sufficient notice.

### Failure to Provide Insurance

Failure to provide and continue in force any insurance as described in this Insurance Section shall be deemed a material breach of this Agreement, which RPG Partners may deem to constitute cause for immediate termination. CALTRANS reserves the right to withhold payments to AFFILIATE in the event of material noncompliance with the insurance requirements set forth in the Agreement.

### Insurance Certificate Submittal

SANDAG will use myCOI to track and verify insurance coverage. On SANDAG’s receipt of the executed Agreement, AFFILIATE will receive an email from Certificaterequest@mycoisolution.com. AFFILIATE will follow the instructions contained in the email and complete the online registration. Upon completion of registration, myCOI will request proof of insurance directly from AFFILIATE’S insurance agents. AFFILIATE shall not commence work unless AFFILIATE is registered with myCOI and compliant COIs have been received. AFFILIATE shall cause its insurance agents to comply with requests for updated information from myCOI on no less than an annual basis. AFFILIATE is responsible for ensuring that its agents send SANDAG updated certificates of insurance throughout the term of the Agreement via myCOI. AFFILIATE shall include the Agreement number on all insurance- related correspondence submitted to myCOI.

### No Limitation on Liabilities and Obligations

The requirements as to the types and limits of insurance coverage to be maintained by AFFILIATE, and any approval of said insurance by RPG Partners, or their insurance consultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by AFFILIATE pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

### No Waiver of Requirements

Acceptance by RPG Partners of a certificate or endorsement that varies from the requirements in this section shall not constitute a waiver by RPG Partners of strict compliance with the provisions herein.

### Minimum Policy Limits Required

AFFILIATE shall maintain limits no less than the following coverages:

### Commercial General Liability

Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including premises operations, products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $10,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

### Automobile Liability

ISO Form Number CA 00 01 covering any auto (Code 1), or if AFFILIATE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than

$10,000,000 per accident for bodily injury and property damage.

### Workers’ Compensation and Employers’ Liability

As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

### Endorsements

AFFILIATE shall furnish RPG Partners with certificates of insurance and any required endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must specifically state that they modify the policy language.

* 1. The Commercial General Liability policy shall contain, or be endorsed to contain, the following provisions:

The California Department of Transportation (CALTRANS), SANDAG and the City of Chula Vista, their directors, officers, agents and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the AFFILIATE.

For any claims related to this project, the AFFILIATE’S insurance coverage shall be primary insurance as respects CALTRANS, SANDAG and the City of Chula Vista and their directors, officers, agents and employees. Any insurance or self- insurance maintained by CALTRANS, SANDAG and the City of Chula Vista, their officers, officials, employees, or volunteers shall be excess of the AFFILIATE’S insurance and shall not contribute with it.

* 1. The Automobile Liability policy shall contain, or be endorsed to contain, the following provisions:

CALTRANS, SANDAG and the City of Chula Vista, their, its directors, officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the AFFILIATE.

For any claims related to this project, the AFFILIATE’S insurance coverage shall be primary insurance as respects CALTRANS, SANDAG and the City of Chula Vista, their, directors, officers, agents and employees. Any insurance or self- insurance maintained by CALTRANS, SANDAG and the City of Chula Vista, their directors, officers, agents and employees shall be excess of the AFFILIATE’S insurance and shall not contribute with it.

* 1. The Workers’ Compensation and Employers’ Liability policy or policies shall

contain, or be endorsed to contain, the following provisions:

AFFILIATE hereby grants to CALTRANS, SANDAG and the City of Chula Vista a waiver of any right to subrogation that any insurer of AFFILIATE may acquire against CALTRANS, SANDAG and the City of Chula Vista by virtue of the

payment of any loss under such insurance. AFFILIATE agrees to obtain an endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CALTRANS has received a waiver of subrogation endorsement from the insurer.

### Claims-Made Coverages

If any of AFFILIATE’S insurance coverages are written on a claims-made form:

* 1. The retroactive date must be shown and must be before the date of the Agreement.
	2. Insurance must be maintained, and evidence of insurance must be provided for at least seven years after expiration of the Agreement.
	3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the AFFILIATE must purchase an extended reporting coverage for a minimum of seven years after expiration of the Agreement.
	4. A copy of the claims reporting requirements must be submitted to CALTRANS.