

Seattle Department of Transportation

AUTONOMOUS VEHICLE TESTING PERMIT REQUIREMENTS

Version 1.0 (November 2022)
All Requirements Subject to Change



Seattle
Department of
Transportation

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INTRODUCTION

The Seattle Department of Transportation (SDOT) requires a Street Use permit to conduct the testing of autonomous vehicles.

DEFINITIONS

The following terms have the definitions below:

Automated driving system includes hardware and software that are collectively capable of performing the dynamic driving task on a sustained basis, regardless of whether it is limited to a specific operational design domain and regardless of the presence of an autonomous vehicle test driver.

Autonomous operation means the performance of the dynamic driving task by an autonomous driving system, beginning upon performance of the dynamic driving task by an autonomous driving system and continuing until the autonomous driving system is disengaged.

Autonomous test vehicle is a vehicle that has been equipped with an automated driving system that, when engaged, operates the dynamic driving task in any public place.

- An autonomous test vehicle does not include a vehicle equipped with one or more systems that provide driver assistance and/or enhance safety benefits but is not capable of, singularly or in combination, performing the dynamic driving task on a situated basis without the control or active monitoring of a natural person.
- For the purposes of this permit, an “autonomous test vehicle” is equipped with technology that makes it capable of operation that meets the definitions of Level 3, 4, and 5 of SAE International’s Taxonomy and Definitions for Terms Related to Driving Automation Systems for On-Road Motor Vehicles, standard J3016, which is hereby incorporated by reference.

- The presence of an autonomous vehicle test driver who is an employee, contractor, or designee of the Entity in the vehicle to monitor a vehicle’s autonomous performance shall not affect whether a vehicle meets the definition of autonomous test vehicle.

Autonomous vehicle test driver means a natural person seated in the driver’s seat of an autonomous test vehicle, whether the vehicle is in autonomous mode or conventional mode, who possesses the proper class of license for the type of vehicle being driven or operated (see [Seattle Municipal Code 11.20](#) regarding driver licenses) and is capable of taking over control of the vehicle at any time.

Autonomous vehicle testing Entity or Entity means a person, individual, corporation, business trust, estate, trust, partnership, association, joint venture, contractor, subcontractor, or other legal or commercial Entity conducting autonomous vehicle testing in the city.

Deployment means the operation of an autonomous vehicle on public roadways; for members of the public who are not employees, contractors, or designees of an autonomous vehicle testing Entity; for the purposes of sale, lease, providing transportation services, or transporting property for a fee; or while otherwise making the vehicle commercially available outside of a testing program.

Dynamic driving task means all of the real-time operational and tactical functions collectively required to operate a vehicle in on-roadway traffic, including controlling lateral and longitudinal vehicle motion, monitoring the driving environment, executing responses to objects and events, planning vehicle maneuvers, and enhancing vehicle conspicuity. “Dynamic driving task” does not include the strategic functions of driving, such as scheduling trips, selecting destinations, and specifying routes.

Minimal risk condition means a condition to which an operator brings an autonomous test vehicle to reduce the risk of a collision when a trip cannot or should not be completed, such as bringing the autonomous test vehicle to a complete stop in a safe position as to not impact others.

Operate means to perform the dynamic driving task, whether by a natural person or an autonomous driving system.

Operational design domain means the environmental, geographic, temporal, traffic, infrastructure, and other conditions under which an autonomous driving system is designed to function.

Operator means the autonomous driving system or natural person operating a motor vehicle equipped with an automated driving system.

Remote driving means a remote operator is in control of the vehicle to complete the dynamic driving task.

Remote operator is a natural person who: possesses the proper class of license for the type of test vehicle being operated; is not seated in the driver’s seat of the vehicle; may engage and monitor the autonomous vehicle; and is able to communicate with occupants, law enforcement, and first responders in the vehicle.

Testing or autonomous vehicle testing means the operation of an autonomous test vehicle on public roadways for the purpose of assessing, demonstrating, collecting data, and validating the autonomous test vehicle’s capabilities in autonomous operation.

GENERAL

NATURE OF PERMIT

A Street Use permit issued to an Entity allows the Entity to conduct autonomous vehicle testing on public roadways in Seattle consistent with Seattle Municipal Code (“SMC”) [Titles 11](#) and [15](#). This permit is required for autonomous vehicle testing for vehicles self-certified as Level 3 and above. The Entity must submit a permit application, which SDOT must first approve, before the Entity may use motor vehicles equipped with automated driving system technology to conduct autonomous vehicle testing on public roadways in Seattle. Remote driving, non-testing operations, or deployment are not currently allowed in Seattle or by this permit.

CONDITIONS OF PERMIT

An Entity must meet all conditions (also referred to as “requirements”) of this permit as outlined in this document.

- **Duration.** This permit duration is subject to SMC 15.04.070.
- **Permit Revocation.** SDOT may revoke permits as detailed under SMC 15.04.070.
- **Entity’s Duties upon Permit Expiration.** The Entity shall notify SDOT that testing has concluded if the date of conclusion occurs before the permit expires. The Entity shall remove all autonomous vehicles from public roadways before the permit expires. The Entity shall be responsible for its autonomous test vehicles and shall maintain its indemnification, insurance, and performance bond until it has removed all autonomous test vehicles from public roadways. SDOT may charge permit review fees as described in section 11 for the time required to close the permit.

- **No Transfers.** The Entity may not transfer its rights under this permit to any other Entity or individual, including, but not limited to, subsidiaries.
- **Indemnification.** Before SDOT will issue a permit, the Entity shall sign and record an indemnity agreement as required by [SMC 15.04.060](#). SDOT will provide an indemnity agreement for signature and recording during the permit review process.
- **Insurance.** Before the City issues a Permit to the Entity, the Entity shall procure insurance as required (see Appendix A) and provide satisfactory proof that the requirements of Appendix A have been met. The Entity shall maintain insurance for the duration of this Permit as required by Appendix A.
- **Reimbursement for Costs.** If any City department or office incurs any costs addressing or abating noncompliance with these permit requirements, then the Entity shall reimburse the City as required by the SMC Title 15.
- **No Testing Without Permit.** No Entity may conduct autonomous vehicle testing or otherwise use or occupy a public roadway without a valid permit. If an Entity tests an autonomous vehicle without a permit, SDOT may take any enforcement action authorized by the SMC.
- **Modifications.** SDOT may modify these permit requirements pursuant to SMC Title 15.

- **Comply with All Laws.** The Entity and all occupants, passengers, and drivers within the Entity’s autonomous test vehicles shall comply with all laws related to vehicle operations, including, but not limited to, traffic laws, conditions and restrictions within this permit, rules related to legal pick-up and drop-off zones, and curb space regulations.
- **Failure to Comply with Traffic or Motor Vehicle Laws.** The autonomous vehicle test driver or operator may be issued a traffic citation or other applicable penalty.
- **Emergency Order.** At SDOT’s direction, the Entity shall comply with any Emergency Order requirements detailed under SMC 15.90.012.
- **Notice of Testing:** The information required to be reported under RCW 46.92.010(4) shall be transmitted to SDOT.

VEHICLES AND SAFETY

- All autonomous test vehicles self-certified as Level 3 and above operated by an Entity under this permit are subject to the conditions of this permit.
- An autonomous vehicle test driver is required in the autonomous test vehicle at all times while the autonomous test vehicle is operated.
- The Entity shall affix its trade name to each autonomous test vehicle that is operating on a public roadway in Seattle.

SELF-CERTIFICATION

- **Level 3 Testing.** The Entity must certify to SDOT that its Level 3 vehicles meet all state requirements for autonomous vehicle testing as detailed under RCW 46.92.010.
- **Level 4 and 5 Testing.** The Entity must certify to SDOT that the Entity has submitted [autonomous vehicle self-certification](#) information regarding its Level 4 and 5 vehicles to the Washington State Department of Licensing as required under [RCW 46.92.010](#).

ADDITIONAL SAFETY REQUIREMENTS

The Entity must certify to SDOT that:

- The autonomous test vehicle is capable of operating in compliance with all applicable traffic and motor vehicle laws, including complying with traffic control devices and ceding right-of-way to humans.
- The Entity has considered and implemented reasonable measures, which may include industry standards, best practices, company policies, or other methods, to mitigate cybersecurity risk.
- Only a trained employee, contractor, or other person authorized by the Entity will operate the autonomous test vehicle during testing.
- The autonomous vehicle test driver present in the vehicle will, at all times, be alert and able to take control of the autonomous test vehicle when required due to disengagement of autonomous operation when a failure of the automated driving system is detected or when the safe operation of the autonomous test vehicle requires that the human operator disengage autonomous operation.
- All autonomous vehicle test drivers have successfully completed the Entity’s autonomous vehicle test driver training program.

FIRST RESPONDER INTERACTION AND DISENGAGEMENT PLAN

The Entity must submit a First Responder Interaction and Disengagement Plan (described below) no less than 14 and no more than 60 days in advance of conducting autonomous vehicle testing on public roadways. The Entity must submit any change to the plan at least 14 days in advance of conducting autonomous vehicle testing on public roadways under those changes. The plan must include:

- A contact phone number for the Entity representative responsible for testing, which number will be for use exclusively by first responders, who shall be available during testing.

- A photo or description of how the autonomous test vehicle will be identified or distinguished from other conventional vehicles by first responders.
- A detailed description about how to safely immobilize, disable, and tow the autonomous test vehicle if it is involved in a crash.
- A detailed description of how to safely remove the autonomous test vehicle from the roadway.
- Information about how a first responder will recognize and disengage autonomous operation if the autonomous vehicle test driver is incapacitated.
- Any other safety concerns during operation or if a collision occurs, including any that may impact law enforcement, fire, EMS, towing professionals, or other first responders.
- A description of a required first responder demonstration event with City of Seattle first responders, including a demonstration of disengagement.

REPORTING

The Entity must provide the following to SDOT via email or mail to the addresses specified in Section 10:

- The information required to be reported under RCW 46.92.010(3).
- Accident reports regarding any crashes resulting in injury to or death of any person or damage to the property of any one person within the accident-reporting threshold for property damage accidents established within [RCW 46.52.030](#) involving an autonomous test vehicle shall be transmitted by the Entity to SDOT within the report filing timeline established

by RCW 46.52.030. This requirement is supplemental to all other reporting requirements under applicable law.

- Accident reports via [Online Motor Vehicle Collision Reporting \(OMVCR\)](#): A copy of the report shall be transmitted to SDOT. The report may be downloaded at the time that the form is submitted via the Washington State Patrol (WSP) OMVCR portal. Once known, the Entity shall transmit the report number to SDOT.
- Accident reports via [Motor Vehicle Collision Report \(MVCR\)](#): A copy of the report shall be transmitted to SDOT. Once known, the Entity shall transmit the report number to SDOT.
- The Entity's most recent Voluntary Safety Self-Assessment transmitted to the National Highway Traffic Safety Administration at the time of application.

PUBLIC OUTREACH

- The Entity shall conduct a minimum of two public demonstration outreach events, in coordination with SDOT, per permit year that focus on methods of educating the community on automated vehicles and the intent of the Entity's automated vehicle testing. These events are in addition to the required demonstration event for Seattle first responders.
- The Entity shall provide the following contact methods for SDOT to make available for public use: (1) A local or toll-free telephone number that connects to a person or allows the caller to leave a message; and (2) an email address or web-based portal for public inquiries that has been approved by SDOT.

APPLICATION AND FEES

APPLICATION MATERIALS

- **Application Packet.** The application packet shall include the following elements in an organized, detailed, comprehensive, and readable manner:
 - a completed application form;
 - a completed Entity Signature Page in the form contained in Appendix B; and
 - all required plans as attachments.
- **Application and Approval.** The application must be submitted and deemed complete by SDOT before the Entity proceeds to the Street Use permit review process. The application may be completed only by the Entity.
- **Additional Materials Required.** All application packet materials must be submitted to SDOT for review. Pending review of the packet for completeness, SDOT may allow an application to proceed with review for a Street Use permit. An applicant shall submit the following additional materials to SDOT before the Street Use permit will be issued:
 - A signed and recorded indemnity agreement as described in section 2.e;
 - Insurance documentation as described in section 2.f and Appendix A;
 - The permit issuance fee, the permit application review fee, and other fees as described in section 11.a; and
 - A completed Public Space Management Permit Application (via online Seattle Services Portal): <https://cosaccela.seattle.gov/Portal/welcome.aspx>.
- On SDOT's request, an Entity whose application SDOT denies shall submit the permit application review fee described in section 11.a on SDOT's request.

SUBMISSION

- Application materials may be submitted by email to dot_automatedmobility@seattle.gov or by mail to:

Seattle Department of Transportation
Attention: New Mobility; Transit and
Mobility Division
PO Box 34214
Seattle, WA 98124-4214

FEES

- **Fee Schedule.** SDOT may charge Entities fees consistent with SDOT's adopted Street Use Fee Schedule (see www.seattle.gov/transportation/permits-and-services/permits/how-to-estimate-and-pay-fees).
- **Fees Nonrefundable.** All fees charged to Entities are nonrefundable.

PERMIT DECISION REVIEW OR RECONSIDERATION

Permit decisions may be reviewed or reconsidered pursuant to SMC 15.04.112.

APPENDIX A: INSURANCE REQUIREMENTS

Entity shall continuously maintain throughout the entire term of the Permit, at its sole cost and expense, the following minimum insurance coverage and limits of liability. By requiring such minimum insurance, The City of Seattle shall not be deemed or construed to have assessed the risks that may be applicable to the Entity under this Permit. The Entity shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or coverage.

Nothing contained within these insurance requirements shall be deemed to limit the Scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained with the Permit.

Entity's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Limited Use Permit issued by City of Seattle for Autonomous Vehicle Testing; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Entity or reduced and/or offset against the Permit.

MINIMUM INSURANCE COVERAGE AND LIMITS OF LIABILITY REQUIRED

Commercial General Liability (CGL) written on an occurrence basis. Coverage shall be at least as broad as ISO form number CG 00 01, with Minimum Limits of Liability of:

- \$5,000,000 for each occurrence; and
- \$10,000,000 aggregate.

Coverage shall include: Premises and Operations; Personal Injury and Advertising Liability; Products and completed operations; Independent Contractors Liability; Contractual Liability; Severability of Interest Clause; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

The City, and all of their respective officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Entity and/or any subcontractor in connection with this Permitted activity. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its equivalent.

Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent with minimum limits per accident for bodily injury and property damage of:

- \$5,000,000 for each occurrence; and
- \$10,000,000 aggregate.

Coverage shall include autonomous vehicle testing and any other vehicle operation.

Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

The City, and all of their respective officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Entity and/or any subcontractor in connection with this Permitted activity. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its equivalent.

Worker's coverage shall be at least as broad as Worker's Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.

Employer's Liability or "Stop Gap": coverage in the amount of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employer's Liability) or, in monopolistic states including but not limited to Washington, the protection provided by the "Stop Gap" endorsement to the general liability policy.

Information Technology –Cyber Liability (Network Security Liability and Privacy Liability) insurance coverage with minimum limit \$5,000,000 per occurrence and in the aggregate. Coverage shall include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Internet and Network Activities including coverage for, but not limited to, the following events: an attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt,

damage, or provide unauthorized access or unauthorized use of computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Entity's computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner. Coverage shall include notification and other expenses incurred in remedying a privacy breach and costs to investigate and restore data.

Coverage shall include claims of bodily injury and property damage stemming from autonomous vehicle testing and any other vehicle operation.

Technology Error & Omissions insurance coverage with minimum limit \$5,000,000 each claim. Coverage shall include, but not be limited to, claims for damages arising from computer related services: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer software developed, manufactured, distributed, licensed, marketed or sold.

A.2 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention of the policies shall not limit or apply to the Entity's liability to the City of Seattle and shall be the sole responsibility of the Entity.

A.3 No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle's requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Entity or any of the Entity's insurers.

A.4 Waiver of Subrogation. Entity waives all rights against the City of Seattle, its officials, agents, and employees for recovery of damages. This provision shall be valid and enforceable only to the extent permissible by the applicable insurance policies.

A.5 Notice of Cancellation. The insurance coverages required herein shall not be canceled by Entity or Entity's insurer without at least 30 days' prior written notice to the City. Ten days' written notice to the City may be provided if the reason for the cancellation is non-payment of premium.

A.6 Changes in Insurance Requirements. The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon 90 days prior written notice to Entity.

A.7 Insurer's A.M. Best's Rating. Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by a licensed Washington State surplus lines broker, or as may otherwise be approved by the City.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, Entity shall, upon notice to that effect from the City of Seattle, promptly obtain a new policy, and shall submit the same to the City of Seattle, with the appropriate certificates and endorsements.

A.8 Evidence of Insurance. Prior to execution of the Permit, Entity shall file with the City evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insured required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent, or qualified representative

of the insurer(s). Entity must provide the following as evidence of insurance:

- A certificate of insurance evidencing coverages, limits of liability and other terms and conditions as specified herein. In the "Certificate Holder" field of the certificate of insurance, "City of Seattle, License and Tax Administration Division, P.O. Box 34214, Seattle, WA. 98124-4214" must be written; and
- An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the required insurance policies.

At any time upon the City's request, Entity shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, Entity shall also cause a complete and certified copy of the requested policy to be timely furnished to the City.

Certificate and additional insured endorsement shall be provided to the City of Seattle, attention to City of Seattle, License and Tax Administration Division, Autonomous Driving Pilot Program, P.O. Box 34214, Seattle, WA. 98124-4214.

The City of Seattle's receipt or acceptance of Entity's evidence of insurance without comment or objection, or the City of Seattle's failure to request certified copies of such insurance does not waive, alter, modify or invalidate any of the insurance requirements set forth in this Exhibit or, consequently, constitute the City of Seattle's acceptance of the adequacy of Entity's insurance or preclude or prevent any action by the City of Seattle against Entity for breach of the requirements of this Exhibit.

A.9 Independent Contractors. Entity shall provide Independent Contractors Liability coverage for all requirement in A.1 1-6 above or each Autonomous Vehicle Testing Entity, as defined in the Autonomous Vehicle Testing Permit Terms, who is hired or retained by Entity shall provide evidence of insurance meeting all of the requirements in A1.1-6 above, including adding the City of Seattle, its officials, agents, and employees as additional insured, before any work or action is taken by the independent contractor for the Entity.

A.10 Subcontractors. Entity shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Permit shall be subject to all the requirements stated herein, including adding the City of Seattle, its officials, agents, and employees as additional insured.

A.11 Insurance Authority. Entity shall have authority to determine and adjust insurance coverage and limits for independent contractors and subcontractors provided that any adjustment or modification to such insurance requirements shall not reduce or modify the Entity's obligations for this permitted activity.

APPENDIX B: ENTITY SIGNATURE PAGE

I, _____, declare the following:

I am a duly authorized agent of _____, an Entity applying for a permit under the City of Seattle's Autonomous Vehicle Testing permit program.

I have reviewed and understand the Autonomous Vehicle Testing Permit Requirements, including all requirements and appendices.

I have the authority to bind the Entity-applicant to the permit application and to the permit requirements the City established for this program.

The Entity-applicant has complied with all permit requirements in preparing the permit application and all the information in the application is true and complete.

The Entity-applicant shall comply with all permit requirements for the duration of any permit approved under these permit requirements.

The Entity-applicant understands that if the Entity does not comply with all permit requirements, the City may revoke the permit or take other enforcement actions described in the permit requirements and the Seattle Municipal Code.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signature Date and Place

State of _____)
) s.s.
County of _____)

This is to certify that on this _____ day of _____ 20_____,

before me, the undersigned, a notary public in and for the State of _____, duly commissioned

and sworn, personally appeared _____ to me known to be the _____ (title) of the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of _____

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www.seattle.gov/transportation



Seattle
Department of
Transportation

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