

7-1 Introduction

State highways function as multi-modal travel routes for multiple transportation purposes and serve commuters, commercial vehicles, bicyclists, pedestrians, transit, recreational and other traffic. In addition, there may be both short-term and long-term specialized uses of the roadways. Short-term special uses of the highways include parades, running or bicycle events, filming, and festivals. Long-term special uses such as designated shoulder- driving segments for slower vehicles, or school bus stops or pedestrian crossings on limited access highways, can also be authorized on specific roadway sections. Requests are also received for permanent specialized highway uses such as transit vehicle stops and placement of interpretive signing. This chapter provides guidelines to assist in responding to special highway use requests.

A Memorandum of Understanding (MOU #C010355GSC) between the Washington State Department of Transportation (WSDOT) and Washington State Patrol (WSP) governs the operation of special events (parades, running or bicycle events, filming, and festivals) on state highways. The MOU establishes guidelines and defines responsibilities for event operations. The MOU is in the process of being replaced by a Joint Operations Policy Statement and should be available in late 2024.

Special events on the state highway system are administered through the Region Traffic Office for events taking place in a single region, or through the Headquarters Transportation Office for multi-region events. A Letter of Agreement or a Letter of Acknowledgement between WSDOT and the Special Event Permittee defines the operation. There is no fee to Event Permittees for special event administration and coordination.

Continuing or long-term specialized uses are also addressed in the Region Traffic Office and may include coordination with other WSDOT offices or agencies. The [Statewide Special Event Coordinator](#) is available as a resource for questions about events or other specialized highway uses not specifically addressed in this chapter.

7-2 **Bicycling, Running, Walking, Parade, Festival, and Bicycle Racing Special Events**

WSDOT receives numerous requests for short-term use of state highways or right of way for recreational or other public events. The Region Special Event Coordinator or the Statewide Special Event Coordinator will respond to Event Permittees within ten working days of receiving a request to begin the review and coordination process. Special events are generally not held on fully controlled limited access highways. Occasional exceptions may be considered where no alternate route is available and roadway conditions allow for participant and other roadway users' safety.

In reviewing an event request, WSDOT will:

- Establish on-going communication with Event Permittees to address route determination, traffic control, logistical issues, and other concerns.
- Conduct a traffic engineering analysis to determine the impact of the proposed event, as needed.

- Consult with Regional Construction and Maintenance Offices to identify any operational conflicts along the proposed route.
- Review special event traffic control plans.
- Discuss alternative routes, if needed.
- Submit separate billings to Event Permittee for services related but not limited to labor costs, equipment related costs, and indirect costs for services such as; traffic control, maintenance operations, work zone safety or other highway operations activities.

Additionally, WSDOT:

- May allow the use of Changeable Message Signing and Highway Advisory Radio (HAR) systems when available and appropriate.
- May suggest event specific signing to provide information for all highway users.

- A. **Administration Guidelines** – Use of state highways or highway right of way for bicycle, running, walking, parades, festivals, or other special events is administered through either a Letter of Agreement or Letter of Acknowledgement between WSDOT and the Event Permittee. Events that will not impact highway operations, where all participants will follow all Rules of the Road ([Chapter 46.61 RCW](#)) at all times, and where no traffic control is needed are not required to contact WSDOT. However, the Event Permittee is encouraged to contact WSDOT to ensure coordination with on-going WSDOT projects, WSP, other special events occurring in the immediate vicinity.

Planning a Special Event on state highways, Event Permittee may use WSDOT website for an online or pdf application. Our application process is located online at <https://wsdot.wa.gov/about/contacts/plan-event-state-highway>. Based on the specific event situation as described below; issue a Letter of Agreement or a Letter of Acknowledgement, or if circumstances warrant, a Letter of Denial. These documents are signed by the region or headquarters signing authority, as applicable. The Letter of Agreement is signed by the Event Permittee and region or headquarters signing authority, as applicable. If an event is denied, WSDOT will work with the Event Permittee to seek solutions to the issues causing the denial. Event Permittee may appeal a denial through the process outline in this chapter.

1. **Letter of Acknowledgement** – A Letter of Acknowledgement is issued when event participants will follow the Rules of the Road at all times and when no specific traffic control is needed, and the event will not negatively impact traffic. The Letter of Acknowledgement ([Figure 7-5](#)) may address specific event conditions such as:
 - Operational restrictions on specific highway sections due to conflicts with construction or maintenance operations.
 - The use of small crashworthy signs for guiding event participants.
 - Other highway conditions or restrictions.

Examples of when a Letter of Acknowledgement is appropriate:

- a. A group of 100 people will participate in a running event using portions of a state highway. The runners will conform to the Rules of the Road at all times. No impacts to traffic.
- b. A bicycle ride of 500 people uses a filtered start over several hours, so bicycle riders are spread out along the roadways. Riders will cross the highway intersections in a legal manner and follow all other Rules of the Road.
- c. A vehicle convoy of 10 to 15 vehicles accompanying “Santa Claus” to a local charity event uses portions of the state highway, following the Rules of the Road at all times.

2. **Letter of Agreement** – A Letter of Agreement (Figure 7-6) is issued when WSDOT’s review and analysis determines that the event participants are not able to follow the Rules of the Road, that there will be an impact on traffic operations, or that special traffic control is required. Additional information and terms may be attached as Exhibits to the Agreement.

A Letter of Agreement is developed when the event will:

- Require special traffic control (flaggers, escort vehicles, and/or law enforcement) to support the safe passage of event participants and the traveling public.
- Occur outside the roadway but within the right of way and involve the use of highway facilities for non-transportation purpose.
- Close a portion of the highway to the public.
- Use services or personnel provided by WSDOT, WSP, or other law enforcement.
- Require placement of directional signing for the traveling public on WSDOT right of way. Examples of when a Letter of Agreement is appropriate:
 - a. A running or bicycle event uses local police control at a state highway intersection to allow participants to cross the highway while on-coming traffic stops.
 - b. A parade closes the highway to traffic and a detour is required.
 - c. Temporary directional signs to a community festival are placed on the state highway right of way.

The following guidelines are required to be considered and addressed when developing a Letter of Agreement:

- a. Event Permittees should be encouraged to use county roads or city streets where possible.
- b. Where a state highway will be closed for an event, a suitable detour route must be available and the Region Traffic Engineer or their designee must review a detour traffic control plan. Road closures require a minimum three-day advance notice to the public ([RCW 47.48.020](#)). Longer notice is desirable for large impact events.
- c. Events requiring a Letter of Agreement must have a commercial general liability insurance policy that names WSDOT as an “additional insured”.

Referenced in Exhibit A – Insurance for Events Operations on State Highways ([Figure 7-7](#)).

Minimum policy requirements for an event are for \$1 million per occurrence and with a \$2 million in the aggregate. If vehicles are used as part of the event operation, a minimum \$1 million per occurrence commercial automobile liability insurance coverage must be added to the policy. Proof of insurance and indemnification of WSDOT is required prior to issuing the Letter of Agreement.

- d. The Event Permittee or sponsors will pay for all extraordinary costs for labor and materials provided by WSDOT, WSP, or local agency law enforcement.
 - e. WSDOT may determine that pre-event notices of the event are needed in specific locations or situations. This is a courtesy to local communities and can reduce traffic congestion on event day. If used, the Event Permittee will post the notices seven to ten days before the event.
 - f. Requests for state highway use within an incorporated city or town shall have the city or town’s concurrence.
 - g. At least 72 hours (preferably seven days) in advance of the event, the Event Permittee shall notify all local fire, ambulance, transit, law enforcement departments, and other service-oriented activities that may be impacted by the event.
 - There may be occasions when a pre-event meeting with all of the above is necessary. This will ensure open communication is available and the event organizer is in direct communication with law enforcement and emergency personnel.
 - h. Department regulations and state law limit bicycling events and prohibit running or walking events on fully controlled limited access highways.
3. **Post Event Review** – WSDOT staff may conduct a follow-up evaluation to assess event operation. Discussion with the Event Permittee, law enforcement, WSDOT Area Maintenance and other affected groups can help identify any operational or public safety concerns and identify needed improvements. Document these issues so they can be addressed the next time the event occurs.

- B. **Appeal Process** – WSDOT has an appeal process for cases when a request for a special event on a state highway is denied. The letter of appeal should be submitted to the Region Coordinator or Statewide Coordinator, as applicable, within 30 days of the event denial, and a minimum of 14 days before the scheduled event.
- C. **WSDOT and Event Permittee Coordination** – When WSDOT receives a request from an Event Permittee for an event taking place in a single region, either from the online application or an email with an attached pdf, the Region Traffic Office administers the special event. The Headquarters Transportation Office will administer special events taking place across multiple regions.

WSDOT's review identifies the proposed event's impact on traffic operations and focuses on traffic control or operational solutions to mitigate those impacts.

Communication between WSDOT, Event Permittee, and WSP is essential to develop effective event operations and to schedule agreed upon services.

WSDOT staff determines if construction, maintenance, or other operations will conflict with the event; or if there are atypical roadway conditions such as a construction detour or another scheduled special event. Conflicts can often be avoided through schedule or route adjustments. Include information about significant activities and conditions that may affect the event in the Letter of Acknowledgement or Letter of Agreement. Contact the ferry system when an event includes use of state ferries.

WSDOT may provide advance public notice about events that may impact traffic operations as a courtesy to the affected communities. Advance notice can influence regular highway users to choose other routes on event day, thus reducing event impacts. Including any requirements for giving such notice in the Letter of Agreement. Notice can include:

- Placement of pre-event signs along the affected route.
- Press release by the Event Permittee and WSDOT.
- Other public information efforts commensurate with the event scale.

Work with the region or headquarters Public Information Office (PIO) to publicize large events and their associated congestion or delays.

Copies of completed Acknowledgement and Agreement letters are shared with the following:

- Regional Traffic Office or Headquarters Transportation Office, as applicable
- WSP
- Regional or Headquarters Communications, as applicable
- Traffic Management Centers
- Affected construction or maintenance offices

Sharing this information helps assure statewide uniformity in WSDOT special event administration.

- D. **Bicycle Racing** – Timed event bicycle races are sometimes held on state highways under purview of [WAC 468-400](#) (Bicycle Racing) and [Bicycle Racing Guidelines](#).

Refer to these guidelines for Bicycle Race event operation and administration. The WAC and racing guidelines were developed through a cooperative effort between WSDOT, the bicycle racing community, WSP, and the Washington Traffic Safety Commission. A Letter of Agreement is developed between WSDOT and the Event Permittee and liability insurance indemnifying the department is required.

There are several common types of bicycle races: Time Trial, Criterium, Road Race, Stage Races, Cyclocross, Mountain Bike (MTB), Duathlon, Triathlon, or Multi-sport Event, and Relay/Cross Country. Each type of bicycle race has the potential to utilize a state highway, and each type has specific traffic control needs. Details are covered in the [Bicycle Racing Guidelines](#).

7-3 Filming on State Highways

Filming of commercials or movies on state highways is administered using the Letter of Agreement in conjunction with Exhibit A - Insurance for Event Operations on State Highways ([Figure 7-7](#)) and Exhibit C - Filming Event Agreement ([Figure 7-9](#)). The Letter of Agreement authorizes the filming and defines the terms and conditions applicable to the particular operation. It should be completed ten days prior to filming, if possible.

When WSDOT receives a request for filming, conduct a traffic engineering investigation that considers traffic impacts and safety. The Region Traffic Office administers filming events taking place in a single region or through Headquarters Transportation Office for multi-region filming events.

Filming may not be scheduled on highways with high traffic volumes or during peak traffic flow periods. Generally, Interstate, and other freeway mainline closures are not permitted. Road or lane closures on other state highways may be considered.

Traffic control and enforcement shall be provided by the WSP in cooperation with local police agencies where appropriate. The filming company must pay all costs for labor, equipment, and supplies incurred by the department and the WSP within 30 days from Event Permittee's receipt of billing.

The filming company must obtain a commercial general liability insurance policy that names WSDOT as an 'additional insured'. Minimum policy requirements are \$1 million per occurrence with \$2 million in the aggregate coverage per filming event. Commercial automobile insurance coverage must be \$1 million per occurrence if vehicles are supporting and/or to be used in the filming event. Proof of insurance and indemnification of WSDOT must be provided prior to the filming event.

Any filming involving the use of an Small Unmanned Aircraft Systems (aircraft or drone), the owner/operators shall agree to comply with the Federal Aviation Administration (FAA) [14 CFR Part 107](#) or FAA issued [Certificate of Waiver or Authorization](#) during the operation of the filming event over or within the WSDOT right of way.

WSDOT and the WSP may develop additional guidelines and operational procedures for individual filming operations on state highways. These are included in the Letter of Agreement and Exhibit C – Filming Event Agreement.

7-4 Other Special Events

WSDOT receives requests for many types of special events on state highways or right of way. Car or tractor caravans, wagon trains, transcontinental running events, and stagecoach tours have all been conducted on state highways. Each of these is administered through a Letter of Agreement or Letter of Acknowledgement, as determined by a traffic engineering analysis and depending on the specific event conditions. Contact the Region Traffic Office or the Statewide Special Event Coordinator for discussion of any questions or concerns about special events.

7-5 Traffic Control for Special Events

When a special event includes a highway closure, detour, flagging operation, or other traffic control, a traffic control plan is developed and submitted by the Event Permittee to WSDOT. Consideration is given to the type of highway, traffic speed, traffic volumes, geometrics at the traffic control site, and duration and type of event operation.

When Event Permittees need help in plan development, WSDOT may either offer that assistance or advise the organizers of reference materials contained in both the [Manual of Uniform Traffic Control Devices](#) (MUTCD) and WSDOT's [typical traffic control plans \(TCP\)](#). WSDOT must review and accepted all event traffic control plans. These plans are attached as Exhibit B in the Letter of Agreement.

Consider traffic control or other special operations with these event circumstances or roadway conditions:

- Where events with mass starts begin on state routes, or where, because of course design, large numbers of participants enter the state route together.
- When the number of participants may cause delay of five or more vehicles, impacting traffic operations.
- When narrow shoulders cause vehicles to move into the opposing traffic lane to pass event participants.
- Where there are significant sight distance restrictions such as numerous no passing zones.
- Other safety or operational considerations.

Traffic control must meet MUTCD and WSDOT standards. They shall comply with the submitted traffic control plans reviewed and accepted by WSDOT. Typical traffic control plans are located in the [MUTCD](#) or WSDOT [typical traffic control plans](#) library.

7-6 Special Event Signing Guidelines

Special event related signs may be allowed on the state right of way through the Letter of Agreement or Letter of Acknowledgement. The purpose of special event signs is to help manage event related traffic or to alert roadway users of potential traffic impacts. Sign types include:

- Directional signing to the event.
- Route designation signing for participants.
- Pre-event signing to give advance notice to roadway users.
- Detour signing

Announcement of the event on a banner may be allowed in some circumstances ([WAC 468-95-148](#)) (see [Section 7-8](#)).

- A. **Directional Signing for Large-Scale Events** – Temporary directional signing may be installed for large-scale spectator activities such as county fairs, conventions, and major sporting events that do not qualify as destinations on permanent supplemental guide signs. This requires a written agreement between the WSDOT region and the Event Permittee.

There may be circumstances where the department may design, fabricate, install, maintain, and remove temporary directional guide signs using the following criteria:

1. The region determines that the event will generate sufficient traffic to create operational challenges along a state highway.
2. The sign is requested by the sponsoring agency with enough lead-time for design, fabrication, and installation (a minimum of three months).
3. Signing is from the nearest state highway only.
4. Signs are sized for the specific highway type.
5. Signs shall be white letters on a green background and the design shall provide a clear, and simple message.
6. Installation and removal shall be by WSDOT or an approved contractor and meet MUTCD and WSDOT requirements.
7. Any needed follow-through signing on local roadways must be installed prior to sign installation on the state highway.

- B. **Day of Event Directional Signs** – Directional signs may be installed on the day(s) of the event to direct traffic from the nearest state highway to the event or event parking. Signing will be located only at points where traffic must turn from the state highway or make another route decision. Follow-through signing on city and county roads must also be installed. No commercial advertising is allowed.

1. Signs are allowed through a Letter of Agreement.
2. Signs must be of lightweight crashworthy materials such as corrugated plastic. Lightweight 'sandwich board' signs no larger than 2' x 2' may be allowed, except for car tour signs may be no larger than 4' x 4'.

3. Sign type, size, and location will be determined and noted in the Letter of Agreement.
 4. Signs may be in place only for the duration of the special event.
 5. Signing shall not interfere with or obstruct the view of any traffic control devices or the sight distance to or from an intersection or road access.
 6. Portable Changeable Message Sign (PCMS) and other portable signs shall be placed off the shoulder as practicable, or on the far right of the shoulder ([M54-44 Section 1-6.5](#)), to maintain bicycle and pedestrian traffic. Examples of sign messages:
 - Fair Next Two Exits
 - Heavy Traffic Ahead
 - Expect Delays
 7. WSDOT may determine additional guidelines for day of event directional signing to address traffic safety and operational concerns.
 8. Signs installed on the right of way, which are not described in the Letter of Agreement, may be immediately removed by WSDOT.
- C. **Route Designation Signing for Event Participants** – Small signs may be used to direct event participants along the event route or to event points such as rest or food stops.
1. Signs are allowed through the Letter of Acknowledgement or Agreement, which addresses sign size and type.
 2. Signs must be of lightweight crashworthy materials such as corrugated plastic. Lightweight ‘sandwich board’ signs no larger than 2’ x 2’ may be allowed.
 3. Signs may be in place only for the duration of the special event.
 4. Messages should consist of “Name of Event” or other simple message and a directional arrow. No commercial advertising is allowed.
- D. **Pre-event Signing** – Advance notice signing is sometimes installed to advise regular highway users of an upcoming event that will affect normal traffic operations. It is a courtesy to any communities or highway users affected by a special event to alert them about potential traffic impacts and delays.
- Pre-event signs, if required, are addressed in the Letter of Agreement.
 - Sign size, material, message, and locations are noted in the Letter of Agreement. Sign color shall be black letters on an orange background.
 - Sign message is limited to name and date of event and a traffic control message such as “Use Alternate Route” or “Expect Delays” or more specific directional information as applicable. No commercial advertising is allowed.
 - Signs and supports must be of crashworthy materials. Types include roll-up signs on approved portable bases and signs mounted on approved posts. Allowance is made for crashworthy sign materials such as corrugated plastic.
 - Portable Changeable Message Signs (PCMS) sign messages such as “Special Event Ahead”, “Expect Delays”, “Bicycles on Road” and “Flaggers Ahead”.

- Post mounted signs shall be installed per MUTCD installation standards. Signs shall not be installed on existing regulatory or warning sign posts. Signs may be installed on existing guide or informational sign posts.
- Pre-event signing shall be installed between no less than three days and no more than ten days before the event and removed within three days after the event.

Additionally, when a roadway is to be closed for an event, pre-event “Road to be Closed” signs must be posted a minimum of three days in advance ([RCW 47.48.020](#)). The sign will give the date(s) and time(s) of closure.

7-7 Special Event Pavement Markings

WSDOT allows placement of temporary directional pavement markings (commonly called “Dan Henrys” in the bicycle community) to indicate the special event route. These markings give direction to event participants and are located at points where a route decision must be made.

- A. All pavement markings must use non-permanent, chalk based or “fade-away” paint. Permanent marking paint is prohibited.
- B. Markings should be placed only just before, at, and just after directional decision-making points.
- C. Route confirmation markings are permitted at major intersections.
- D. For bicycle events, markings are placed to the right of the edge line where riders have a good rideable shoulder. Otherwise, they are located in the ordinary line of riding.
- E. For running events, pavement markings are placed on the shoulder facing traffic.
- F. The markings should be visible to event participants but placed so they are unobtrusive to others. A guideline is to make these marks no larger than 12 × 18 inches.
- G. Markings must be placed away from traffic control pavement markings and existing construction or survey pavement markings.

7-8 Banners

WSDOT receives requests from public agencies, civic organizations, the event sponsors, to install banners for a variety of informational purposes on state highway right of way.

Most installation requests are for horizontal suspension over the roadway, using span wire, and are the focus of this section. The occasional requests for vertically mounted banners, such as on luminaire poles, are processed case-by-case.

Some installations may require wind load analysis prior to approval (see [Section 7-8.D](#)).

- A. **Statutory and Regulatory Overview** – The term “banners” means the signs, banners, and decorations described in state law ([RCW 47.36.030](#)) and the Washington Administrative Code ([WAC 468-95-148](#)). [WAC 468-95-148](#) establishes approval criteria (see [Section 7-8.C](#)) that allow the department to permit banners visible to state highways. [RCW 47.42.020\(10\)](#) exempts banners from the Highway Advertising Control regulations, if the banners do not display commercial advertising.

On city streets that are also part of the state highway system under [RCW 47.24](#), the cities are responsible for approving banner installations that are more than 20 feet above the roadway surface. WSDOT allows banners 20 feet above the roadway surface ([WAC 468-95-148](#)).

- Thus, requests for banners on city streets that are also part of the state highway system are referred to the city for approval.
- On state highways in unincorporated areas, the department has the authority to regulate banners.
- WSDOT maintains authority on limited access roadways, in both incorporated and unincorporated areas. Banners may not be visible from limited access highways.

- B. Permit Administration in Unincorporated Areas** – Banners permits are administered through the Region Traffic Office, using a Banner Placement Permit ([Figure 7-1](#)) issued by the regional signing authority. This permit may be modified to accommodate request for vertically installed banners.

The Region Maintenance Office having jurisdiction over the proposed banner location receives a copy of the completed permit, for their information when processing over-height vehicle permits.

The Region Traffic Office also coordinates any required wind load review or analysis with the Headquarters Bridge and Structures Office.

For a banner attached to utility company-owned poles, the sponsor must provide the region with a copy of the utility company's permitting correspondence. This practice assures WSDOT that the utility company's wind load and banner attachment considerations have been addressed.

Temporary poles may be installed in department right of way outside the clear zone, after the sponsor secures a department-issued General Permit through the Region Office having jurisdiction. This practice assures WSDOT that the installation won't interfere with department operations or underground utilities, and that traffic control considerations are addressed. A Banner Placement Permit is also required.

As a matter of practice, WSDOT does not allow horizontally suspended banners to be attached to WSDOT-owned traffic signal poles or luminaire poles. Adding banners to signal poles may interfere with or obstruct the view of traffic control devices, in conflict with [RCW 47.36.030](#) and [WAC 468-95-148](#). Regarding luminaire poles, it's likely that significant debris on the roadway would result from a knock-down. Banners should not be attached to crossing structures because a disconnection could cause a banner to fall onto the roadway.

Some cities have installed permanent banner poles on city-owned property outside the clear zone.

- C. **Approval Criteria** – WSDOT may approve banner installations in unincorporated areas that promote a community sponsored event in accordance with the following criteria:
1. Banner messages are limited to name, date, and event sponsor. Commercial advertising is not allowed ([RCW 47.42.020](#) and [WAC 468-95-148](#)).
 2. At least 20 feet of vertical clearance must be maintained from the roadway surface to the bottom of the banner ([RCW 47.36.030](#) and [WAC 468-95-148](#)).
 3. Banners are not permitted to be visible from Interstate highways, or any other state highways having a posted speed limit of 50 mph or greater ([WAC 468-95-148](#)).
 4. Banners shall not interfere with or obstruct the view of any traffic control device, or impair the operation of transportation management systems or illumination ([RCW 46.36.030](#) and [WAC 468-95-148](#)).
 5. For temporary events, banners may be installed not more than 30 days before the event and shall be removed not more than three days after the event ([WAC 468-95-148](#)). The duration of informational banners is determined case by case.
 6. WSDOT will not permit a sign, banner, or decoration to be mounted over any multi-lane (four or more lanes) highway. Vertical mounting on luminaire posts is permitted, provided such installations meet wind load requirements specified by WSDOT ([WAC 468-95-148](#)).
 7. WSDOT does not allow banners to be illuminated in any manner. ([RCW 47.36.180](#)).
- D. **Wind Load Analysis for Banners Placed on Vertical Poles** – Standard size banner installations do not require a wind load analysis. Standard banner sizes range from two to four feet vertically by 20 to 24 feet horizontally, with three feet by 20 feet about average. Banner manufacturing incorporates wind slits or wind ports to minimize wind stress.

For larger banners consult with the Headquarters Transportation Operations Special Event Coordinator to determine if the proposed installation warrants a wind load analysis. The Bridge and Structures Office will need 120-150 days for the wind load review if an analysis is necessary and may charge the event sponsor.

As an alternative, the event sponsor may submit wind load calculations, performed and stamped by an engineer licensed in Washington State, to verify the compatibility of the installation.

7-9 Transit Vehicle Stop Zones

Region Traffic Offices receive and review requests from transit agencies for approval of transit stops on state highways. WSDOT has a commitment to making transit stop locations more viable and user friendly as well as safe. See the *Design Manual* [Chapter 1730](#) for information about incorporating transit vehicle stops into the project design process.

When Transit Agencies request a transit vehicle stop zone outside of any incorporated city or town, the public transit agency shall be responsible for conducting a field review to evaluate accessibility to the proposed location. When the requested location is within the roadway, the transit agency shall have a policy for in-lane stops that addresses safety and operational issues. ([WAC 468-46-010](#)).

Transit agencies will complete the [Transit Stop Application](#), and submit it to the Region Development Services Office or Region Planning Office, once submitted, the application will be forwarded to the Regional Traffic Office, where they will conduct a field review and verify sight distance. Once WSDOT receives the application from the public transit authority, WSDOT shall assess the sight distance for the proposed stopped ([WAC 468-46-040](#)). The investigation may include shoulder width, accessibility, roadway crossing opportunities, lighting, and possible room for shelters, see Transit Vehicle Stop Checklist ([Figure 7-11](#)). The Americans with Disabilities Act guarantees access to public facilities (i.e., transit) for all persons; therefore, the review process must consider the needs of all transit users at each stage of transit use, including both before and after using the transit service.

Once the review has been completed, the stop location is either approved or denied. The Region Development Services or Region Planning Office will administer and approve the [Transit Stop Permit \(DOT Form 510-017 – Figure 7-10\)](#). If a location is denied, a letter stating the reasons is issued by the region.

For incorporated cities and towns, the transit agency requesting the stop shall coordinate with the city/town for requirements.

The Rules of the Road provide general restrictions and privileges concerning transit vehicle stops:

- A. [RCW 46.61.560](#) provides that, outside of incorporated cities or towns, no one can stop, park, or leave a vehicle upon the roadway. An exception is granted for public transit vehicles stopped to receive or discharge passengers at a marked transit stop approved by the department or the county on their respective facilities.

It further allows public transit vehicle drivers to momentarily stop to receive or discharge passengers at unmarked stop zones under the following circumstances:

- Stop in a safe and practicable position.
- Activate four-way flashing lights.
- Stop only where there is an unobstructed view, for an adequate distance to not create a hazard for other drivers.

The statute anticipates transit stops on the roadway within incorporated cities or towns where stops are frequent and operating speeds are typically lower. (Note that [RCW 46.04.500](#) excludes the shoulder from the definition of the roadway).

- B. [RCW 46.61.570](#) specifies several locations where it is illegal to stand or park a vehicle, except temporarily to load or unload property or passengers, and authorizes other limitations or restrictions by city ordinance, county resolution, or department order (traffic regulation).
- C. [RCW 46.61.575](#) authorizes WSDOT to place traffic control devices that prohibit, limit, or restrict, stopping, standing, or parking. This authority is granted for locations where WSDOT has determined by regulation that stopping, standing, or parking will endanger highway users or interfere with the free movement of traffic.

- D. [WAC 468-46-010](#) upon receipt of a transit stop request from a public transit authority, requesting approval of a transit vehicle stop zone outside of any incorporated city or town, the WSDOT shall assess the sight distance at the proposed location.
- E. [WAC 468.46.040](#) WSDOT shall install, at its own expense, transit vehicle stop ahead symbol signing (W14-1011), for each approved transit vehicle stop zone where the transit vehicle is not visible for a distance of 500 feet. Signing shall be consistent with the MUTCD.

7-10 School Bus Stops on Highways

School bus stops must be located where there is a minimum of 500 feet sight distance to the bus stop, to provide adequate visibility. If feasible, locate stops off the state highway. The state regulations noted below further govern locations. School District bus stop requirements are found in [WAC 392-145-011](#).

- A. **Limited Access Highways** – [WAC 468-58-030](#) and [RCW 47.52](#) regulate school bus stops along limited access highways and prescribe the department's related duties:
 - 1. School bus stops are not allowed along fully controlled limited access highways. Exceptions may be authorized at interchanges where WSDOT has provided a location and along the mainline where there is a separated facility.
 - 2. WSDOT must approve school bus stops located along partial and modified control limited access highways in rural areas.
 - 3. WSDOT approval is not required along modified control limited access highways in urban areas.
 - 4. All approved school bus stops shall be signed in accordance with the MUTCD.
 - 5. Region Traffic Offices are responsible for reviewing, approving, and maintaining their region inventory of rural limited access stops. Region Traffic Offices shall notify Headquarters Transportation Operation office of inventory changes. Headquarters Transportation office will maintain an inventory of approved stops statewide.

See [Section 7-13](#) for information about pedestrians crossing limited access highways.

- B. [WAC 392-145](#), **Additional Rules for School Bus Drivers** – The Office of Superintendent of Public Instruction Office (OSPI) adopted WAC rules that regulate school bus stopping. Consider these rules when reviewing school bus stops on limited access highways:
 - 1. Buses are not allowed to stop on a curve or a hill where visibility is less than 500 feet. Any existing bus stop locations that have less than the minimum 500 foot visibility must be moved to a compliant site to provide safety to the bus riders and roadway users. If no other stop location is possible, it shall be signed with a "SCHOOL BUS STOP AHEAD" sign (S3-1).
 - 2. No school bus may pull over to the left-hand side of the road to load or unload children.
 - 3. School children are not allowed to cross any roadway having three or more marked traffic lanes, or any highway divided into separate roadways, as described in [RCW 46.61.150](#).

- C. **Coordination with School Districts and Approval Process** – WSDOT works cooperatively with the Office of Superintendent of Public Instruction (OSPI) to implement a school bus stop approval and inventory process based on the WAC rules. The region works with the individual school districts to assure that school bus stops on limited access facilities meet those requirements. [Figure 7-2](#) provides a worksheet that the regions and the school districts may use cooperatively to assess and approve potential bus stops on partial or modified access controlled routes. The worksheet also provides the basic information the Headquarters Transportation Operations Office needs to maintain the required bus stop inventory.
- D. **School Bus Stop Inventory** – [WAC 468-58-030](#) instructs WSDOT to maintain a list of school bus stops on limited access highways. The regions shall maintain the list of limited access school bus stop inventory. The information is provided to the Headquarters Transportation Operations Office. This inventory may be collected at the beginning of each school year, relocations of stops and when new stops are established.

7-11 Interpretive Signs/Markers

Agreement GM 869 ([Figure 7-12](#)) between WSDOT and the Washington State Parks and Recreation Commission provides the procedures and guidelines for developing and maintaining interpretive signs and markers placed along the state highway. These markers depict the state's natural and manmade history and are often located at designated pullouts of rest areas. The agreement documents the department's responsibilities in locating and providing access to these markers. Use this process when new roadways, viewpoints or rest areas are being constructed or where a construction project includes an interpretive marker location. Contact the Regional Accounting Services Office for agreement information.

7-12 "Memorial" Highways and Bridges

Per [RCW 47.01.420](#), the Transportation Commission may, by resolution, name or rename state transportation facilities including state highways, bridges, structures and facilities to commemorate a person or group that has contributed significantly to Washington's nation's well-being. ([Facility Naming Policy](#)). Typically, the Commission receives a Joint Memorial from the Washington State Legislature.

The department, state and local governmental entities, citizen organizations and any person may nominate a person or group to be honored through the naming process. Supporting information is supplied to the Transportation Commission. The support information may include one of the following:

- Letters of support from state and federal legislators representing area of the facility;
- Resolutions passed by local, publicly elected bodies in the area of the facility;
- Department support
- Supportive action by or letters from local organizations such as local chambers of commerce or service clubs.

Another type of memorial designation is the “Blue Star” Memorial Highway. It was first initiated after World War II to memorialize veterans, and now honors all members of the armed services. “Blue Star” Memorial Highways are a project of the National Garden Clubs and request often originate from a local club. The Regional Administrator must present requests for designation to the Transportation Commission. Markers are not installed until the designation is received.

Marker plaques are 41 × 45 inches. The sign mounting and base size, style, and location are determined on an individual basis and approved by the region.

Plaques or signs memorializing highways or bridges are typically installed in rest areas, scenic overlooks, recreational areas, or other appropriate locations with a parking area, and where the installations are not visible to mainline traffic. Where there is no appropriate site off the main roadway, the MUTCD provides that one memorial sign per direction may be installed along the mainline, provided it does not affect safety or efficiency of traffic flow.

The Governor or the legislature approves request to dedicate a facility to a cause, rather than a person.

[Purple Heart State – Washington Highway Sign Campaign](#) is a signing campaign in conjunction with Washington State Department of Veterans Affairs (WDVA) and WSDOT. The program takes donations in order to install “Purple Heart State” signs on the state highway system at border crossings. Refer citizen requests for Purple Heart State signing to www.dva.wa.gov/purpleheartstate, communications@dva.wa.gov, and or to Headquarters Transportation Office.

7-13 Roadside Memorial Signing Program

The Headquarters Transportation Office administers the Roadside Memorial Signing Program. Refer citizen requests for victim memorial signs to the Roadside Memorial Signing Program [website](#) and or to Headquarters Transportation Office.

7-14 Pedestrian Crossing Limited Access Highways

[WAC 468-58-030](#) contains provisions concerning the approval of pedestrian crossings of limited access highways. These provisions:

- A. Prohibit at-grade pedestrian crossings of fully controlled limited access highways.
- B. Permit crossing of multi-lane partially controlled or modified control limited access highways only where grade crossings are provided.
- C. Permit crossing of two lane, partially or modified control limited access highways at mailbox locations.
- D. Permit crossing of two lane, partially or modified control limited access highways at points designated for school children to cross as follows:
 - On two lane highways, at the school bus, when the bus is stopped in the traveled lane to load or unload students and its sign and signal lights are displayed as required by [RCW 46.61.370](#).
 - On two lane highways, at least 100 feet from a school bus loading zone which is adjacent to the traveled lane and was established by school district, who determined that stopping in the traveled lane is hazardous.

7-15 Shoulder Driving for Slow Vehicles

Region Traffic Engineer may designate sections of a two lane state highway to be a “shoulder-driving area” to allow slow-moving vehicles to drive onto improved shoulders so faster vehicles can pass ([RCW 46.61.428](#)).

For specific highway characteristics of shoulder driving, refer to *Design Manual Chapter 1270*:

- A. When designing a shoulder for shoulder driving, locate where stopping and decision sight distance is desirable and outside of sharp horizontal curves. A minimum length of 600 feet of paved shoulder must be available.
2. The structural strength of the paved shoulder must be adequate to support traffic. Contact the region Materials Lab for an evaluation of the structural capacity of the shoulders.
3. When barriers or other roadside objects are present, the minimum width shall be 12 feet. The shoulder width depends on the vehicles that will be using the shoulder.
4. Where trucks will be the primary vehicle using the shoulder, use a 12-foot width; when passenger cars are the primary vehicle, a 10-foot width may be used.
5. When the route has been identified as a local, state, or regional significant bike route, shoulder driving for slow vehicles is undesirable.
6. Signing for shoulder driving is required. Install guideposts when shoulder driving is to be permitted at night. Signing requirements for designated shoulder driving zones are shown in the [Chapter 2](#).

7-16 Figures

Figure 7-1	Sample Permit to Place Banner
Figure 7-2	Partial & Modified Limited Access School Bus Stop For Rural Areas Worksheet
Figure 7-3	Vacant
Figure 7-4	Vacant
Figure 7-5	Letter of Acknowledgement for Event Operation on State Highway
Figure 7-6	Letter of Agreement for Event Operation on State Highway
Figure 7-7	Exhibit A - Insurance for Event Operation on State Highways
Figure 7-8	Vacant
Figure 7-9	Exhibit C – Filming Event Agreement for Event Operation on State Highways
Figure 7-10	Application For Transit Stop Permit (WSDOT Form 510-017)
Figure 7-11	Transit Vehicle Stop Checklist
Figure 7-12	Interpretive Signs/Markers Agreement

Figure 7-1 Sample Permit to Place Banner (Page 1 of 2)



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Date _____

RE: Banner Placement on SR _____.

Name _____

Street Address _____

City, State, Zip Code _____

Dear _____

This letter is in response to your request to place a banner across SR _____, at or near milepost _____, for your _____ event.

PERMIT TO PLACE BANNER

The Washington State Department of Transportation conditionally approves your request to place a banner, only under the conditions following:

1. The banner message is limited to name, date, and event sponsor. Commercial advertising is not allowed ([RCW 47.42.020](#) and [WAC 468-95-148](#)). *Non-commercial informational messages not associated with an event are allowed.*
2. A vertical clearance of at least 20 feet must be maintained between the roadway surface and the bottom of the banner ([RCW 47.36.030](#) and [WAC 468-95-148](#)).
3. The banner may not be installed more than 30 days before the event and shall be removed not more than three days after the event ([WAC 468-95-148](#)). *(Note: the duration for informational banners is determined and stated here case by case.)*
4. The banner may not interfere with or obstruct the view of any traffic control device, or impair the operation of transportation management systems or illumination ([RCW 47.36.030](#) and [WAC 468-95-148](#)).
5. The banner may not be directly illuminated in any manner ([RCW 47.36.180](#)). Incidental illumination from existing street lights is allowed.
6. If the banner is to be attached to utility company-owned poles, include a copy of the utility company's completed permitting correspondence when you sign and return this permit to the department.
7. Write in the company names of the manufacturer and/or supplier for newly manufactured banners and the installer. (You may omit the names of the manufacturer and/or supplier if the banner has been used in previous years, and you note that on the first line.)

Manufacturer/Supplier: _____

Installer: _____

Figure 7-1 Sample Permit to Place Banner (Page 2 of 2)

By signing below, *(event sponsor)* agrees to indemnify and hold harmless the State of Washington and the Washington State Department of Transportation, its officers and employees from any and all claims, actions, or damages of any type or nature which may accrue to be or be suffered by any person, persons, or property, by reason of the action or omissions of the event sponsor, its agents, employees, contractors, or any person whomever, arising out of or in connection with any acts or activities authorized by the Permit for injuries, bodily injury, death, or property damage, including all costs of defense and attorneys' fees. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the State or its officers or employees.

If *(event sponsor)* agrees to these terms, please have the duly authorized representative of *(event sponsor)* or *(name of city or town)* sign this permit and return it to the Washington State Department of Transportation at *(mailing address or fax number)*.

Sincerely,

(Regional Signing Authority)
(Title)

Signature and Title of Authorized Official

Phone Number and Email Address

Place

Date

By my signature, I affirm under penalty of perjury under the laws of the State of Washington that I am authorized to bind the *(event sponsor)* to the terms and conditions of this Permit.

XX:yy

cc: File
Headquarters
Maintenance Area

Figure 7-2 Partial & Modified Limited Access School Bus Stop for Rural Areas Worksheet



Partial & Modified Limited Access School Bus Stop For Rural Areas

A Location Information	State Route	Milepost	Control Section	Direction	WSDOT Region	
	Location / Cross Street		County	City	City Population	
	Limited Access Type - Check Appropriate Box <input type="checkbox"/> Full Control <input type="checkbox"/> Partial Control <input type="checkbox"/> Modified Control					
B School District Information & Comments	School District			School District Contact Name		Phone Number
	Address			City	State	Zip Code
	Email Address					
	Bus Stop Times:					
	The school district requests: <input type="checkbox"/> New Stop <input type="checkbox"/> Existing stop be modified or changed					
	Type of Stop is: <input type="checkbox"/> Pull-off/ Outside the highways travel lane <input type="checkbox"/> In Lane/ within the highway travel lane Comments:					
C Region Review	Stopping Site Distance:					
	School Bus Stop Ahead (S3-1) Present <input type="checkbox"/> Yes <input type="checkbox"/> No				Sign Number (TSMS):	
D Region Approval	Region Traffic Office Approval					
	Approved By:					Date Approved:
	Notified Headquarters Transportation Operation For Statewide Inventory Update:					Date Notified:

Revised 6/2024

Figure 7-3 Vacant

Figure 7-4 Vacant

Figure 7-5 Letter of Acknowledgement for Event Operation on State Highway

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

(Date)
(Name and address of event permittee)

Re: (Event on SR ____)

Dear:

Thank you for your recent inquiry regarding your proposed (event type/name) at (event location) scheduled for (event dates).

Because the (event type/name) appears to have only minimal potential for traffic impact on state highways, we do not anticipate that special traffic control efforts are necessary.

(Note any special conditions here such as route or procedural restrictions).
(Give information specific to event type, as appropriate. Examples shown below) It is recommended you check our website prior to the event for any construction or maintenance conflicts that may occur during your event (<http://www.wsdot.wa.gov/traffic/trafficalerts>).

(Pedestrian/runners are prohibited on the interstate system but may lawfully use other roadway shoulders by facing traffic as prescribed in the Rules of the Road (RCW 46.61) Support vehicles may not travel in the lane or shoulder at slow speeds in order to stay with or behind event participants or (As a reminder, bike riders assume the risk for their own safety when traveling on the state's highways. Roadway conditions, traffic volumes, and weather changes require review of the route for suitability. Each rider should have adequate bicycling skills and know the Rules of the Road).

I suggest that you provide a (event name) itinerary to all local authorities having jurisdiction where the (event name) traverses county roads or city streets. For these areas, the local authorities determine if special traffic control and permits will be required.

Best wishes for a successful (event name).

Sincerely,

State or Region Traffic Engineer
(As applicable)

Figure 7-6 (Filming, Parade, Bicycle, Pedestrian, etc.) Agreement (Page 1 of 7)



Transportation Building
 310 Maple Park Avenue S.E.
 P.O. Box 47300
 Olympia, WA 98504-7300
 360-705-7000
 TTY: 1-800-833-6388
 www.wsdot.wa.gov

(Filming, Parade, Bicycle, Pedestrian, etc.) **Event Agreement**
Agreement #

(Name and Address of EVENT PERMITTEE)

Re:
 (Event Name)
 Event Agreement
 Event Dates

This agreement, made and entered into on this _____ day of _____, 20____, by and between the Washington State Department of Transportation, hereinafter referred individually to as "WSDOT" or "Party", and _____ hereinafter referred to individually as the "EVENT PERMITTEE" or "Party", and collectively referred to as "Parties" "for the purpose of staging a _____ event on state highway(s) right of way.

Whereas, the EVENT PERMITTEE intends to operate an event described as follows: _____

_____, hereinafter referred to as the "Event".

Whereas, WSDOT and the Washington State Patrol, hereinafter referred to as "WSP" have determined that the Event may impact traffic operations on state highway(s) to the extent that special traffic controls or other safety considerations are required; and

Whereas, WSDOT and WSP conditionally approves your Event on the highway(s) listed in the route table below, on the date or dates of _____, subject to the terms and conditions in this Agreement and any attached Exhibits.
 (Insert Route Table Here)

NOW, THEREFORE, in consideration of the terms, conditions, performances and covenants herein set forth WSDOT and the EVENT PERMITTEE agree as follows:

Figure 7-6 (Filming, Parade, Bicycle, Pedestrian, etc.) Agreement (Page 2 of 7)

Agreement Event Name

Date of Event

Page 2

I. Administration and Procedures

- A. The purpose of this Agreement is to define WSDOT's requirements and the Parties' responsibilities concerning operation of the Event on state highway right of way. This Agreement is not effective unless or until signed by WSDOT and by the EVENT PERMITTEE prior to the commencement of the Event. The Parties understand that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Agreement signed by both Parties.

Any modification to the Agreement will be by written amendment to the Agreement, signed by both Parties. WSDOT reserves the right to postpone or deny operation of an Event when approval is requested without sufficient advance notice, as determined by WSP or WSDOT.

- B. EVENT PERMITTEE is responsible for securing approval from local agencies or communities in unincorporated areas that may be impacted by the Event. If the Event takes place on city streets without access control that are part of state highways, EVENT PERMITTEE shall furnish WSDOT with courtesy copies of any traffic control, insurance, or liability agreements made with local agencies.
- C. EVENT PERMITTEE is responsible for all costs incurred by WSDOT and WSP. WSDOT and WSP shall submit separate billings to EVENT PERMITTEE to recover individual agency costs and such billings shall be paid by EVENT PERMITTEE within 30 days from EVENT PERMITTEE's receipt of each billing. If the operations of the Event require substantial use of WSDOT and/or WSP labor, equipment, or materials as determined by WSDOT and/or WSP, then the EVENT PERMITTEE is required to enter into a separate cost reimbursement agreement with WSDOT and/or WSP. The cost reimbursement agreement with WSDOT guarantees reimbursement of all Event related costs to WSDOT and shows costs associated with the Event that must be paid by the EVENT PERMITTEE. WSDOT and/or WSP's "Costs" shall include, but not limited to, labor costs, equipment related costs, and indirect costs for services, such as; traffic control, maintenance operations and work zone safety or other highway operations activities.
- D. EVENT PERMITTEE is responsible for cleaning up immediately after operation of the Event and returning any and all state highway facilities to the state or condition that existed prior to the Event. This work is to be done at EVENT PERMITTEE'S expense and to the satisfaction of WSDOT.

Figure 7-6 (Filming, Parade, Bicycle, Pedestrian, etc.) Agreement (Page 3 of 7)

Agreement Event Name

Date of Event

Page 3

- E. Any base of operations, or storage or staging area for the Event shall be located outside the state's right of way. Prior authorization from WSDOT shall be required for any base of operations, storage or staging areas to be located within the right of way.
- F. The EVENT PERMITTEE shall include WSDOT and WSP in their waiver or release of damages signed by the Event participants. For those Event participants who are minors, the release must be signed by the parents or guardians of the participant minor.

**I, (NAME OF PARTICIPANT), DO HEREBY
RELEASE, DISCHARGE, AND HOLD HARMLESS THE
WASHINGTON STATE TRANSPORTATION COMMISSION, THE
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION,
THE WASHINGTON STATE PATROL, AND THEIR OFFICERS,
AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS,
AND CAUSES OF ACTIONS OF EVERY KIND WHATSOEVER
FOR ANY DAMAGE, LOSS, OR INJURIES KNOWN OR
UNKNOWN, FORESEEN OR UNFORESEEN WHICH MAY
RESULT FROM MY PARTICIPATION IN THE (NAME
OF EVENT), INVOLVING STATE HIGHWAYS, KNOWN
OR UNKNOWN, FORESEEN OR UNFORESEEN.**

- G. The EVENT PERMITTEE is required to comply with all laws and regulations concerning its use of state highway right of way for the Event, and to ensure that the Event participants comply with such laws and regulations.

II. Insurance

- A. The EVENT PERMITTEE, at solely his or her expense, shall obtain and keep in force during the term of the Event, general liability insurance coverage in an amount no less than \$1 million per occurrence (combined single limit of liability) and \$2 million in the aggregate. If vehicles are used as part of the event operation, a minimum commercial automobile liability coverage in the amount no less than \$1 million per occurrence. The insurance policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW. For legal description and additional conditions see Exhibit A, attached hereto and made a part hereof.

III. Indemnity

- A. EVENT PERMITTEE its successors, or assigns, will protect, save, and hold harmless WSDOT, its authorized agents, and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or

Figure 7-6 (Filming, Parade, Bicycle, Pedestrian, etc.) Agreement (Page 4 of 7)

Agreement Event Name

Date of Event

Page 4

omissions of EVENT PERMITTEE, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with the Event and/or this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off state highway right of way. EVENT PERMITTEE further agrees to defend WSDOT, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts, or activities related to the Event and/or this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off state highway right of way. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its authorized agents, or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) WSDOT, its agents, or employees, and (b) EVENT PERMITTEE, its assigns, subtenants, agents, contractors, licensees, invitees, or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of EVENT PERMITTEE or EVENT PERMITTEE's assigns, subtenants, agents, contractors, licensees, invitees, or employees.

- B. WAIVER. EVENT PERMITTEE agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying state highway right of way for any purpose. For this purpose, EVENT PERMITTEE hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter Title 51 RCW.
- C. The indemnification provisions contained in this Section shall survive the termination or expiration of this Agreement.

IV. Venue

- A. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceeding shall be brought in Superior Court in Thurston County, Washington, and EVENT PERMITTEE herein submits to jurisdiction thereunder.

Figure 7-6 (Filming, Parade, Bicycle, Pedestrian, etc.) Agreement (Page 5 of 7)

Agreement Event Name

Date of Event

Page 5

V. Traffic Control (When required)

- A. WSDOT has determined that a traffic control plan is necessary for this Event and has been previously reviewed by WSDOT and are attached hereto as Exhibit B and by this reference incorporated into this Agreement. All components of the traffic control plan shall conform to the standards of the Manual on Uniform Traffic Control Devices (MUTCD). If a portion of the Event occurs within city limits, the EVENT PERMITTEE shall submit a copy of traffic control plans to the city. In addition, traffic control plans shall meet the following requirements and restrictions:
1. EVENT PERMITTEE is responsible for acquiring all traffic control devices, and shall have all traffic control devices installed per the traffic control plan prior to commencement of the Event.
 2. EVENT PERMITTEE shall ensure that traffic control operations requiring flagging shall be performed by certified flaggers, or off-duty law enforcement officers.
- B. For Events that WSDOT has determined a full closure or rolling slowdown will be used, the following requirements shall be met:
1. Events requiring a rolling traffic break (intentional slowing of traffic through a moving roadblock, provided by WSP) shall operate at a speed greater than 35 mph on full access control highways. In no event shall any vehicle exceed the regulatory speed limits, provided that emergency vehicles are exempt from this requirement when responding to an emergency.
 2. The EVENT PERMITTEE is required to provide notification of a road closure, at least 72 hours in advance, to all fire and law enforcement departments, ambulance companies, and transit agencies that would be affected by the closure. The EVENT PERMITTEE is required to comply with [RCW 47.48.020](#) and with any subsequent amendments thereto. Notice of closure signs that EVENT PERMITTEE shall post under purview of this statute shall state at a minimum, 'SR or Ramp__ TO BE CLOSED day, date, time AT location.', provided that EVENT PERMITTEE shall insert the day, date, time and post at each end of the state highway, county road, or city street or portion thereof to be closed or restricted. The signs shall have 6-inch minimum size capital black letters on a white background with a black border and shall be fabricated so the sign will not be affected by weather conditions.

Figure 7-6 (Filming, Parade, Bicycle, Pedestrian, etc.) Agreement (Page 6 of 7)

Agreement Event Name

Date of Event

Page 6

3. WSDOT shall inform EVENT PERMITTEE if a pre-event meeting is required. The EVENT PERMITTEE shall ensure that WSDOT, WSP, local agency and a representative from emergency services are in attendance of the meeting that is mutually agreed upon. The purpose of the meeting is to highlight Event logistics, traffic control plans and discuss emergency response communication and protocol. The meeting shall take place prior to the commencement of the Event.

EVENT PERMITTEE and WSDOT agree that operational decisions and/or emergency situations may require road/lane closures and rolling slowdowns to be opened or ceased immediately. WSP is responsible for traffic enforcement, and has final authority regarding the location and specific time of day that any road/lane closures and rolling slow down, or any other part of the traffic control plan may be implemented. Neither WSDOT nor WSP shall be liable for any damages, or loss arising from the decision to reopen lanes during the Event closure.

Figure 7-6 (Filming, Parade, Bicycle, Pedestrian, etc.) Agreement Page 7 of 7

Agreement Event Name

Date of Event

Page 7

EVENT PERMITTEE shall indicate concurrence by signing and returning the enclosed copy of this Agreement to WSDOT address, email (insert *your* email address) or fax number. Failure to do so, or any alteration of this document, will render this agreement invalid. If EVENT PERMITTEE has any questions or concerns, the EVENT PERMITTEE shall contact (*WSDOT contact*) at (*telephone #*). WSDOT may change the name of the WSDOT contact and telephone number by notifying EVENT PERMITTEE and without a written amendment.

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective entities to the obligations set forth herein.

EVENT SIGNATURE
WSDOT SIGNATURE

SIGNATURE

SIGNATURE

DATE

PRINTED NAME

John Nisbet, P.E.
State Traffic Engineer
Washington State Department of
Transportation
HQ Traffic Office Division
PO Box 47344
Olympia Washington 98504-7344
Fax: (360) 705-6826

TITLE AS OFFICE WITH (event name)

DATE

Figure 7-7 Exhibit A - Insurance for Event Operation on State Highways (Page 1 of 3)**Exhibit A****II. Insurance**

1. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate providing bodily injury, property damage, and personal injury coverage for the state of Washington for any liabilities, including all costs of defense, arising out of the use of state highways for the Event. These coverage limits may be obtained through any combination of primary, umbrella or excess policies.
2. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for the state of Washington for all owned and nonowned vehicles assigned to or used in the performance of the Event with a combined single limit of not less than \$1,000,000 per occurrence. This coverage may be any combination of primary, umbrella or excess policies with the State named as an additional insured or designated insured in connection with EVENT PERMITTEE and the Event.
3. The EVENT PERMITTEE shall be Named Insured and the State, the Governor, the Commission, the Secretary, the Department of Transportation, all officers and employees of the State, and their respective members, directors, officers, employees, agents and consultants (collectively the “Additional Insureds”) shall be included as Additional Insureds for all policies and coverages specified in this Section. Said insurance coverage shall be primary and non-contributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Agreement that is maintained by any Additional Insured shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this Section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms. All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 26 or a form deemed equivalent by WSDOT, providing the Additional Insureds with all coverages required under the Commercial Automobile Liability.
4. If the EVENT PERMITTEE maintains, at any time, coverage limits for itself in excess of limits set forth in this section, then those additional coverage limits shall also apply to WSDOT and the Additional Insureds. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent or otherwise.

Figure 7-7 Exhibit A - Insurance for Event Operation on State Highways (Page 2 of 3)

5. Events sponsored by self-insured cities or towns, will need to provide documentation of the city/town self-insurance policy that is equivalent or greater than the requirements as stated above.
6. All insurance policies and coverages required under this shall contain a waiver of subrogation against WSDOT, the State, any Additional Insured and their respective departments, agencies, boards, and commissions, and their respective officers, officials, agents, and employees for losses arising from any action by or on behalf of the EVENT PERMITTEE. This waiver has been mutually negotiated by the parties.
7. Where applicable, the EVENT PERMITTEE shall cause its Subcontractor to provide insurance that complies with all applicable requirements of the EVENT PERMITTEE-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the EVENT PERMITTEE-provided insurance. In the event that a Subcontractor is required to provide insurance, the EVENT PERMITTEE, WSDOT, and any Additional Insureds shall be added as an additional insured, for primary and non-contributory limits of liability under each Subcontractor's Commercial General Liability, Commercial Automobile Liability and, any other coverage's which may be required herein.
8. Unless specifically noted otherwise, the Parties to this Agreement do not intend by any of the provisions of this Agreement to cause the public or any member thereof or any other Person to be a third party beneficiary of the Agreement. Nothing in this Agreement authorizes anyone not a party to this Agreement or a designated third party beneficiary to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. It is the further intent of WSDOT in executing this Agreement that no individual, firm, corporation or any combination thereof which supplies materials, labor, services, or equipment to the EVENT PERMITTEE for performance of work at the Event shall become thereby a third party beneficiary of this Event. The Agreement shall not be construed to create a contractual relationship of any kind between WSDOT and a Subcontractor or any other Person except the EVENT PERMITTEE.
9. The EVENT PERMITTEE's Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability and Commercial Automobile Liability Insurance policy may, at the discretion of the EVENT PERMITTEE, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the EVENT PERMITTEE, notwithstanding any claim of liability against WSDOT.
10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all

Figure 7-7 Exhibit A - Insurance for Event Operation on State Highways (Page 3 of 3)

disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court in Thurston County Washington, applying Washington law.

11. Prior to Event, the EVENT PERMITTEE shall file with the Department of Transportation, HQ Traffic Operations, P.O. Box 47344, Olympia, WA 98504-7344, ACORD Form Certificates of Insurance evidencing the minimum insurance coverage's required under these Specifications. Within thirty (30) days of the Event, the EVENT PERMITTEE shall provide WSDOT with complete copies of all insurance policies required under this section.
12. The EVENT PERMITTEE shall provide written notice to WSDOT and any Additional Insured, by facsimile transmission, electronic mail or U.S. Mail, notice of any policy cancellation within two business days of receipt of cancellation.
13. Failure on the part of the EVENT PERMITTEE to maintain the insurance as required, or not to provide certification and copies of the insurance prior to the time specified in Subsection 11 above, shall constitute a material breach of Contract upon which WSDOT may deny the application. (Proof of insurance and indemnification of WSDOT is required prior to issuing the Letter of Agreement).

Figure 7-8 Vacant


Figure 7-9 Exhibit C – Filming Event Agreement for Event Operation on State Highways

Exhibit C
FILMING EVENT AGREEMENT
Agreement #

In combination with the Letter of Agreement comprises a complete understanding between the Washington State Department of Transportation (WSDOT), the Washington State Patrol (WSP), and the EVENT PERMITTEE.

1. The film production company shall be in direct contact with Washington Filmworks Office (WFO) regarding location filming on state highways. The WFO may initially direct a filming event permittee to the appropriate WSDOT region's filming liaison. A production company with previous experience filming on state highways under the sanction of WSDOT and WFO may contact the appropriate WSDOT regional office directly. A courtesy copy of any correspondence and/or written agreement between WSDOT, WSP and the film production company shall be provided to WFO. Contact WFO at <http://washingtonfilmworks.org/>.
2. Stunts, accidents, or pyrotechnics that may cause damage to state property or disrupt traffic flow shall not be allowed. Use of pyrotechnics must meet all statutory requirements. No liquid or solid materials may be placed on the highway except as approved by WSDOT and identified in this exhibit. *(Insert Specific Information)*
3. Any filming involving the use of any aircraft or drone shall be done in accordance with FAA regulations.
4. *Insert specific information regarding additional restrictions, prohibitions, or requirements imposed on approved filming operations.*

Figure 7-10 Application For Transit Stop Permit (WSDOT Form 510-017)

 Washington State Department of Transportation		Application For Transit Stop Permit (Not for use on Managed Access Highways within an incorporated City or Town)			
		Name and Address of Agency	State Route	Milepost	<input type="checkbox"/> Left <input type="checkbox"/> Right
		County			
		<input type="checkbox"/> Managed Access Highway <input type="checkbox"/> Limited Access Highway			
Proposed Facility Location (more than one location may be included with this Application, but only for the same State Route)					
Public Land Survey System (PLSS)					
1/4 of the 1/4 of Section Township N, Range <input type="checkbox"/> E <input type="checkbox"/> W					
The Washington State Department of Transportation is hereinafter referred to as the "STATE," the Transit Stop Permit applicant is hereinafter referred to as the "AGENCY," and the Transit Stop is hereinafter referred to as the "FACILITY." The AGENCY requested FACILITY will be:					
<input type="checkbox"/> New Stop <input type="checkbox"/> Existing Stop being modified or upgraded; Will the FACILITY have or require Utilities? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Type of Stop is: <input type="checkbox"/> Pullout / Outside the Highways Traveled Lane <input type="checkbox"/> In-Lane / within the Highways Traveled Lane					
Has the AGENCY conducted a Safety and Operational Review as required by WAC 468-46-010? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Will the FACILITY have a shelter? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, the overall square footage of the FACILITY will be: _____					
Are Plan Sheets showing the FACILITY and any amenities being submitted with this application? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Transit Stop Permits are issued at no cost to the AGENCY, provided the STATE's effort to prepare the permit, including any field inspection that may be needed, is routine or minimal as determined by the STATE. In the rare occurrence when the AGENCY requested FACILITY will result in the STATE expending addition time and resources beyond what would normally be expected for a typical transit stop review, the STATE may require a reimbursable account be established with the AGENCY to recoup those extraordinary expenses.					
The transit stop FACILITY shall not exceed 1,000 square feet in size within the state highway right-of-way, with or without a transit stop shelter; otherwise a STATE prepared Air Space Lease will also be required. The 1,000 square feet includes structures such as standing pads, shelter pads with or without a shelter whichever is greater in size, and any sidewalks or pathways that are integral to the transit stop. It does not include the roadway pavement for the stopped transit vehicles, utilities, or sidewalks or pathways that are part of the state highway system.					
The STATE, in recognition of the AGENCY's authority to receive and discharge passengers on the state highway system on limited access facilities or on managed access facilities outside of incorporated cities and towns pursuant to RCW 46.61.560 and WAC 468-46-010, but subject to RCW chapters 47.50 and 47.52, will review the AGENCY's application to construct, operate, upgrade, and maintain the transit stop FACILITY at the above described location in exchange for the highway safety and operational benefits received, provided that the AGENCY accepts all the terms, provisions, and exhibits that the STATE will make a part of the Transit Stop Permit.					
Applicant (Agency) Information (if different from above)					
Applicant Agency Name					
Mailing Address					
City		State	Zip		
Applicant Contact Information (required)					
Print Name		Print Title			
Phone		Email			
Signature			Date		

DOT Form 510-017
Revised 01/2017

Figure 7-11 Transit Vehicle Stop Zone Review Checklist

WSDOT
Transit Vehicle Stop Zone Review Checklist
Region _____

Agency submitting request _____ Date of request _____
 Contact Person _____ Phone Number _____ FAX _____
 Mailing Address _____ E-mail _____

Transit Stop Location

State Route _____ Milepost (nearest crossroad) _____ Existing Transit Stop – Yes No
 Previously Approved – Yes No Pullout In lane Placement at intersection: Far side (preferred) Near side Mid block
 Curb lane traffic volume-peak hour _____ Bus volume-peak hour _____ Passenger volume-peak hour _____
 General Condition _____

Roadway Geometry

Number of roadway lanes _____ (include turn lanes) Direction of travel _____
 Horizontal Alignment: Horizontal Curve - Left Right or Tangent
 Vertical Alignment: Vertical Curve - Sag Crest or Grade%
 Topography: Flat Rolling Hills Steep Hills
 Existing Slope: Ditch Cut Fill _____

Existing Location Features

Existing Shoulder:
 Width _____ ft Surface material/depth _____ / _____ Condition _____
 ADA Landing Pad – Yes No Size (5' x 8' minimum size) _____ ft x _____ ft
 Existing street lighting – Yes No Condition of existing vegetation _____

Speed

Operational Speed _____ mph Posted Speed _____ mph Design Speed _____ mph

Stopping Sight Distance

Field Measurement: 1) _____ ft. 2) _____ ft. Ave) _____ ft.
 Is SSD criteria met at location – Yes No Advance Transit Stop Sign required – Yes No

Pullout Considerations

Is pullout recommended in the General Condition Criteria – Yes No Is R/W available – Yes No
 Comments _____

Pedestrian/Bicyclist Consideration

Pedestrian/Bicyclist sight distance on approach _____ ft. Pedestrian/bicyclist sight distance on departure _____ ft.
 Paved waiting area – Yes No Walkway access – Yes No Bicycle facility access – Yes No
 Distance to intersection _____ ft. Traffic signal – Yes No Crosswalk – Yes No
 Refuge area – Yes No Number of Lanes to cross _____ Crossing distance _____ ft.
 Connected to pedestrian/bicyclist network – Yes No

Collision History Review _____
 Comments: _____
 Should Transit Stop Be Approved? - Yes No
 Reviewed by _____ Date _____

Figure 7-12 Interpretive Signs/Markers Agreement (Page 1 of 4)

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INTERPRETIVE SIGNS/MARKERS AGREEMENT

THIS AGREEMENT dated this 14th day of March, 1976, between the WASHINGTON STATE HIGHWAY COMMISSION, hereinafter referred to as Highways, and the WASHINGTON STATE PARKS AND RECREATION COMMISSION, hereinafter referred to as Parks, is being entered into to implement chapter 19, laws of 1967, Extraordinary Session, codified as RCW 43.51.750, entitled, "PRESERVATION OF HISTORIC PROPERTIES".

For the purpose of this agreement, interpretive signs or markers shall include all devices depicting the state's natural and man-made history, providing for the understanding, enjoyment, and education of the public. They are comprehensive in subject treatment, generally providing information to explain the who, what, when, why and how of the event(s) being interpreted.

IT IS HEREBY AGREED AS FOLLOWS:

1. Highways shall give adequate advance notice to Parks of its tentative plans to locate new highways, as well as its plans for viewpoints and rest areas on existing state rights-of-way, prior to actual construction of such proposed highways or sites in order that Parks may study the proposed highway route and sites to determine whether these areas are located on or near areas of interpretive interest. Parks will likewise give Highways adequate notice of its plans to locate interpretive signs or markers along state highway rights-of-way, and will also notify Highways of where interpretive interests are located off highways.
2. Both parties will cooperate in choosing the location of markers along state rights-of-way. In the interest of public safety, Highways shall make the final determination as to the location of sites on existing or proposed state rights-of-way.
3. In the event an interpretive sign or marker site is selected for a location on land which is not part of an existing highway right-of-way, or right-of-way proposed for highway development, Highways and Parks shall jointly determine the nature and extent of each agencies' obligation for acquisition, development, and maintenance of said land, including roadways necessary to reach the marker site.
4. Highways shall construct and maintain necessary turnouts, parking areas, and placing of various signs within the highway rights-of-way to indicate the interpretive signs or markers, and shall maintain the site area. Parks shall furnish and maintain the signs or markers. The number and location of the markers and signs within the confines of the site area shall be mutually agreed upon by Highways and Parks.

Figure 7-12 Interpretive Signs/Markers Agreement (Page 2 of 4)

5. In the event that a marker must be moved in order that subsequent highway construction may be carried on, Highways shall incur the entire expense of relocation.

6. Other signs, such as those naming local points of interest or for local travel information, shall be the responsibility of Highways, Parks shall provide advice and counsel when requested by Highways as to appropriateness of style, design, and text.

7. The markers covered by this agreement shall be those listed in Attachment Number 1 and hereinafter amended subject to paragraphs 1, 2, and 3 of this agreement.

8. This agreement will be fulfilled to the extent that funds are available to each party for the purposes set forth herein.

9. This agreement supersedes and replaces the Interpretive Markers Agreement entered into between Highways and Parks dated September 23, 1969.

WASHINGTON STATE DEPARTMENT OF HIGHWAYS

By William A. Bulley
William A. Bulley

WASHINGTON STATE PARKS AND RECREATION COMMISSION

By Charles H. Odegard 7/14/76
Charles H. Odegard, Director

APPROVED AS TO FORM:

Jack A. Barland
Assistant Attorney General
State of Washington
Department of Highways

Don W. Ryle
Assistant Attorney General
State of Washington
Parks and Recreation Commission

Figure 7-12 Interpretive Signs/Markers Agreement (Page 3 of 4)

ATTACHMENT NUMBER 1	
TO	
INTERPRETIVE MARKERS AGREEMENT	
MARKER	REMARKS
Deception Pass	Approaches maintained by Highways. Site maintained by Parks in conjunction with maintenance of view points.
Mount Baker	Approach and site maintained by Highways
David Douglas	Approach and site maintained by Highways
Dry Falls	Approach maintained by Highways. Site maintained by Parks (interpretive center) except for snow and ice control performed by Highways on reimbursable basis.
Chief Joseph	Approach and site maintained by Highways
Old Mining Arrastra	Approach and site maintained by Highways
Earthquake Point	Approach and site maintained by Highways
Fort Okanogan	Approach and site maintained by Highways
Destruction Island	Approach and site maintained by Highways
Juan de Fuca	Approach and site maintained by Highways
Discovery Bay	Approach and site maintained by Highways
Totem Symbols	Approach and site maintained by Highways
Mount Rainier	Marker removed to be refurbished by State Parks. To be relocated by Highways to Scatter Creek rest area on I-5.
The Tacoma Narrows	Approach and site maintained by Highways
Hood Canal	Approach and site maintained by Highways
Fort Vancouver	This marker is located next to an Information Center on I-5 in Vancouver. Site Maintenance is performed by the City; approaches from I-5 are maintained by Highways.
First Sawmill	Previously located next to weight station east of Vancouver. Marker being relocated by Highways reason of construction of interchange on I-205.
Columbia River	Approach and site maintained by Highways
Bruceville-Bruceport	Approach and site maintained by Highways
Cowlitz Landing	Approach and site maintained by Highways
Fort Columbia	Approach and site maintained by Highways
Lewis & Clark - Camas/Washougal	Approach to markers from city street other than state highway. Maintenance performed by city.
Spearfish	Approach and site maintained by Highways SR 14 at MP 86.1
Willie Keil's Grave	Approach and site maintained by Highways SR 6 MP 4.4

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Figure 7-12 Interpretive Signs/Markers Agreement (Page 4 of 4)

Attachment Number 1 to Interpretive Markers Agreement - Page 2

<u>MARKER</u>	<u>REMARKS</u>
Point Vancouver or Point Broughton	Marker to be installed east of Washougal on SR 14. Highways will maintain
Lewis and Clark - Clarkston	Approach and site maintained by Highways - removed for highway relocation - should be relocated by Highways on SR 12, MP 431.9
Wai-I-Lat-Pu	Approach and site maintained by Highways
Lewis and Clark - Alpowa Summit	Approach and site maintained by Highways
Fort Walla Walla	Approach and site maintained by Highways
Sacajawea - Ainsworth	Approach and site maintained by Highways
Indian Painted Rocks - Yakima	Approach and site maintained by Highways
Ah-Wah-Tum	Approach and site maintained by Highways
Ginkgo Petrified Forest	To be relocated to Ryegrass Hill Safety Rest Area by Highways
Indian Timothy Bridge	Approach and site maintained by Highways - Parks currently developing marker
Celilo Falls	Approach and site maintained by Highways SR 14, MP 93.65
Steptoe Butte	Approach and site maintained by Highways
Kamiak Butte	Approach and site maintained by Highways
The Mullan Road	Approach and site maintained by Highways
David Thompson	Approach and site maintained by Highways

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