### 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. It also includes examples of event administration documents (Figure 7-4).

Special events on the state highway system are administered through the regional Traffic Office for events taking place in a single region, or through the State Traffic Engineer's 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 Traffic office, and may include coordination with other WSDOT offices or agencies. The State Traffic Engineer's office 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 Regional or State Traffic Engineer's office 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.
- Contact WSP to coordinate the event per the WSDOT/WSP Memorandum of Understanding, "Special Events on State Highways".
- 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:

- Provide use of Changeable Message Signing and Highway Advisory Radio (HAR) systems where available and appropriate.
- 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, because those events may also benefit from WSDOT services, contact with the event permittee is encouraged to ensure coordination with WSDOT projects, WSP, and 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 www.wsdot.wa.gov/contact/events/special-events. 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 regional or headquarters signing authority. The Letter of Agreement is signed by the event permittee and regional or headquarters signing authority. 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.

- 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 may (Figure 7-5) 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.
- 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.
- Placement 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 large running event requests the use of portions of an approved limited access highway.
- c. A parade closes the highway to traffic and a detour is required.
- d. Temporary directional signs to a community festival are placed on the state highway right of way.

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

- 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 threeday advance notice to the public (RCW 47.48.020). Longer notice is desirable for large impact events.
- 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 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.
- The event permittee or sponsors will pay for all extraordinary costs for labor and materials provided by WSDOT, WSP, or local agency law enforcement.
- 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 should have the city or town's concurrence.
- 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.
- 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 State Traffic Engineer within 30 days of the event denial, and a minimum of 14 days before the scheduled event.

WSDOT and Event Permittee Coordination – When WSDOT receives a request from an event organizer for an event taking place in a single region, either from the online application or an email with an attached pdf, the regional Traffic office administers the special event. The State Traffic Engineer's 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 organizer 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:

- Regions and state Traffic Engineer's offices
- WSP
- Affected construction or maintenance offices are also notified.

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

C. Bicycle Racing – Timed event bicycle races are sometimes held on state highways under purview of WAC 468-400 (Bicycle Racing) and Washington Bicycle Racing Guidelines (www.wsdot.wa.gov/publications/manuals/fulltext/M3050/BRG.pdf).

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 for Insurance, Figure 7-7 and Exhibit C for 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 regional Traffic office administers filming events taking place in a single region or through the State Traffic Engineer's 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.

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 State Traffic Engineer's office 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 *Work Zone Traffic Control Guideline For Maintenance Operations* M 54-44. WSDOT must review all event traffic control plans.

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. Traffic control operations shall be conducted by law enforcement officers or certified flaggers. They shall comply with the submitted traffic control plans reviewed by WSDOT. Typical traffic control plans are located in the MUTCD or WSDOT *Work Zone Traffic Control Guidelines for Maintenance Operations* M 54-44. For example, TCP 20 may be used to address the intermittent stopping of highway traffic to allow event participants to safely enter or cross a highway or intersection.

The following guidelines are for developing a traffic control plan for intersection flagging operations:

- A. All flagging operations shall be conducted by a uniformed law enforcement officer or a flagger controlling each intersection leg.
- B. If flagging at a signalized intersection, the signal shall be shut down or placed in flash mode. Flagger directions at signalized intersections shall not be in conflict with signal displays. During hours of darkness, flagging stations shall be illuminated.
- C. For flagging operations on highways with a posted speed of 40 mph or less, three

advance signs on each approach are generally used. The "ROAD WORK AHEAD" sign should be replaced by an event specific message such as "RUNNING EVENT AHEAD", "BIKES ON ROAD", OR "BICYCLE CROSSING". The second and third signs should be "PREPARE TO STOP" and the "FLAGGER" symbol respectively.

- D. On high-speed highways, where the posted speed is 45 mph or more, a four sign sequence is generally used. The additional sign may be either a repeated "EVENT AHEAD" or a specific sign noting the traffic condition.
- E. Sign spacing shall conform to WSDOT requirements, based on highway type and speeds.

### 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 sponsor.

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, 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 4-feet by 4-feet may be allowed.
  - 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 if practicable, or on the far right of the shoulder, to maintain bicycle and pedestrian traffic. Examples of sign messages:
    - Fair Next Two Exits
    - Heavy Traffic Ahead
    - Expect Delays
  - 7. The regions 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 4-feet by 4-feet 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. Sign and Pavement Markings example link.

- 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 seven and 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  $12 \times 18$  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 overheight 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. 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:
  - Banner messages are limited to name, date, and event sponsor. Commercial advertising is not allowed (RCW 47.42.020 and WAC 468-95-148).
  - 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).
  - 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.
  - 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).
- 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 Traffic office 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. The "Transit Vehicle Stop Zone Guidelines" Guidelines are currently under review and will be available shortly. The guidelines provide a standardized process for managing requests for transit stops outside incorporated areas. WSDOT has a commitment to making transit stop locations more viable and user friendly as well as safe. The guidelines consider the operational needs of the department and transit authorities as well as public safety. See the *Design Manual Chapter 1430* 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, once submitted, the application will be forwarded to the regional Traffic Office, where they will conduct a field review and verify sight distance. It is required by law, 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 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 Planning Division will administer the permit, Transit Stop Permit. If a location is denied, a letter stating the reasons is issued by the region.

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:
  - 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.
  - 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. The State Traffic Engineer will maintain an inventory of approved stops.

See Section 7-13 for information about pedestrians crossing limited access highways.

- B. WAC 392-145, Additional Rules for School Bus Drivers The 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.
- 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 sample Proposed School Bus Stop 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 State Traffic Engineer's office needs to maintain the required bus stop inventory. Figure 7-3 illustrates the school bus stop approval and inventory process.
- 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 State Traffic Engineer. 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 a highway or bridge 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 Regional Administrator may also nominate a person or group to be honored through the naming process. Supporting information is supplied to the Office of the Secretary who reviews the request and forwards it 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;
- 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  $41 \times 45$  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.

## 7-13 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.

# 7-14 Shoulder Driving for Slow Vehicles

Regional Administrators 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.
- B. 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.
- C. 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. 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.
- D. When the route has been identified as a local, state, or regional significant bike route, shoulder driving for slow vehicles is undesirable.
- E. 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.

# 7-15 Figures

Figure 7-1	Sample Permit to Place Banner
Figure 7-2	Proposed School Bus Stop Worksheet
Figure 7-3	Proposed School Bus Stop Worksheet
Figure 7-4	Memorandum of Understanding
Figure 7-5	Letter of Acknowledgement for Event Operation on State Highway
Figure 7-6	(Filming, Parade, Bicycle, Pedestrian, etc.) Agreement
Figure 7-7	Exhibit A - Insurance for Event Operation on State Highways
Figure 7-8	Exhibit B – Example Traffic Control Plan for Event Operation on State Highways
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 Zone Review Checklist
Figure 7-12	Interpretive Signs/Markers Agreement

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

Date	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	
Diac	RE-	Banner Placement on SR .	
	Address tate, Zip Code		
Dear			
	tter is in response to your request to place a banner acro for your		
	IIT TO PLACE BANNER	event.	
The W	ashington State Department of Transportation condition, only under the conditions following:	ally approves your request to place a	
I.	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 maintai bottom of the banner ( $\underline{RCW}\ 47.36.030$ and $\underline{WAC}\ 468$ -		
3.	beamner may not be installed more than 30 days before the event and shall be removed not the than three days after the event ( $\frac{\text{WAC }468-95-148}{\text{Mers}}$ ). (Note: the duration for informational mers is determined and stated here case by case.)		
4.		terfere with or obstruct the view of any traffic control device, or impair the tion management systems or illumination ( <u>RCW 47.36.030</u> and <u>WAC 468-</u>	
5.	The banner may not be directly illuminated in any marillumination from existing street lights is allowed.	nner ( <u>RCW 47.36.180</u> ). Incidental	
6.	If the banner is to be attached to utility company-owner company's completed permitting correspondence whe department.		
7.	Write in the company names of the manufacturer and/and the installer. (You may omit the names of the man been used in previous years, and you note that on the fi	ufacturer and/or supplier if the banner has	
	Manufacturer/Supplier:		
	Installer:	<del>.</del>	

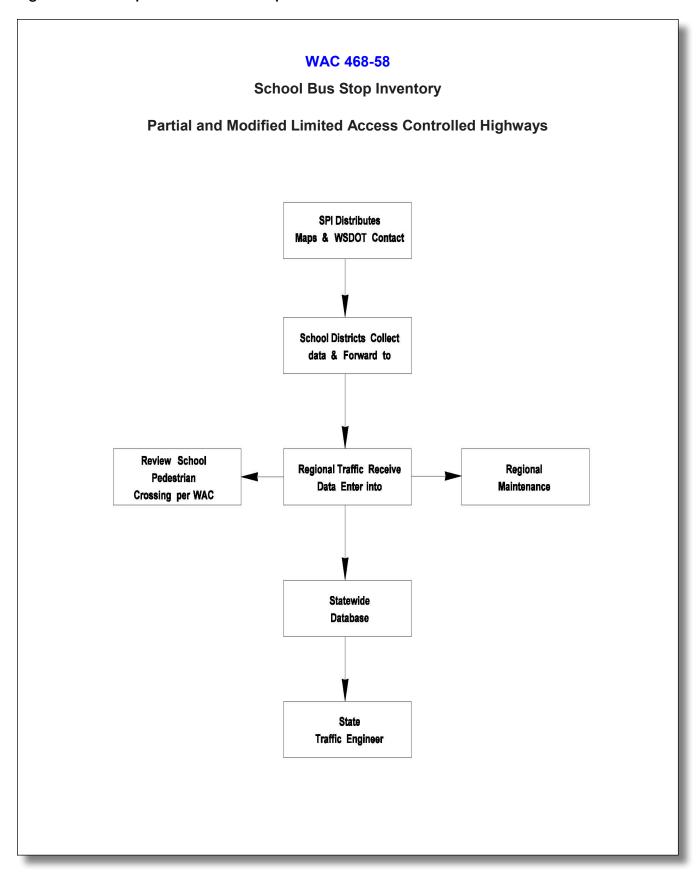
# Figure 7-1 Sample Permit to Place Banner (Page 2 of 2)

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 <i>(event sponsor)</i> to the terms and conditions of this Permit.
XX:yy
cc: File Headquarters Maintenance Area

# Figure 7-2 Proposed School Bus Stop Worksheet

School Bus Stop Ir	ventory
Partial and Modified Limited Acce	ss Controlled
Highways Inventory Items – Sci	nool District
Information	
Date:	
DOT Region:	
School District:	
School District Contact Person (Phone #, Mailing and E-ma	il Addresses)
State Route Number:	
Milepost (and approximate distance and direction to neares	t intersection)
Direction of Travel	
Direction of Travel: Stop on/off Roadway:	
Bus Stop Times: a.m./p.m.:	
Inventory Items – WSDO	
Limited Access Type	
Stopping Sight Distance	
Signed – "School Bus Stop Ahead"	
Regional Approval	
- Dv	
Ву	

Figure 7-3 Proposed School Bus Stop Worksheet



# **Highway Special Event Documentation**

Joint Policy Guidelines

Letter of Acknowledgement

Letter of Agreement

Exhibit A - Insurance

Exhibit B - Traffic Control

Exhibit C - Filming

Prepared by:

Maintenance & Operations John Nisbet Traffic Operations January 2020

#### Figure 7-4 Memorandum of Understanding (Page 1 of 3)



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

#### MEMORANDUM OF UNDERSTANDING

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
AND THE
WASHINGTON STATE PATROL

#### JOINT POLICY GUIDELINES FOR EVENTS ON STATE HIGHWAYS

It is the intent of the Secretary of the Washington State Department of Transportation (WSDOT) and the Chief of the Washington State Patrol (WSP) to enter into a Memorandum of Understanding to establish guidelines and define responsibilities for special events operations on state highways. These guidelines provide reasonable and consistent criteria for agreements that sanction the following events on state highway rights of way: filming, bicycle and pedestrian events, parades, and any other event that may disrupt the normal flow of traffic, or increase risk to the traveling public. These provisions apply to state highways where both WSDOT and WSP have jurisdiction.

Certain events may impact normal traffic operations to the extent that special traffic control efforts will be required, while other events may have a minimal impact. WSDOT and WSP shall follow these general guidelines with regard to the event operations on state highways.

- 1. Event coordinators proposing use of a state highway for event operations shall notify the appropriate WSDOT Regional Office and provide pertinent information about the operational requirements of the event. Initial contact may be made by phone; however, a written letter of request is required within 48 hours of initial contact. The form is found on WSDOT's web site. Notification information shall include: state highway number, state highway milepost limits, or nearest intersections with state highway, dates and times of event, number of participants expected, and a description of the purpose and scope of the event, including any proposed closure of any portion of a state highway.
- 2. Based on the event description provided in the request for approval, WSDOT will determine the potential for impact on normal traffic operations. WSDOT may consult with the WSP to determine impacts on traffic law enforcement. Considerations include, but are not limited to characteristics of the state highway, scope of the event, and any scheduled construction or maintenance work that may conflict with event operations. On an event basis, WSDOT and WSP may prohibit the use of particular roadways or prohibit specific aspects of an event. Approval will not be granted for the use of state highways at high volume locations or during days/times when events will adversely affect vehicular traffic.

#### Figure 7-4 Memorandum of Understanding (Page 2 of 3)

3. Events that can be lawfully conducted within the Rules of the Road, RCW 46.61, receive concurrence as to the acceptability of the event by way of a Letter of Acknowledgment. This letter recognizes the location and time of the event and may include information about operational restrictions on specific sections of a state highway or route revisions that may be required due to conflicts with construction or maintenance operations.

WSDOT approval is required if it is determined that an event has potential impact on normal traffic operations, or includes special traffic control. Event permittee shall submit traffic control plans that adequately accommodate anticipated traffic conditions. Such plans must have written approval by WSDOT Region's traffic engineer(s) and are coordinated by the State Traffic Engineer for inter-regional events. All traffic control devices must conform to the Manual on Uniform Traffic Control Devices (MUTCD). Personnel executing traffic control plan must be certified flaggers or off duty police officers, to be provided exclusively by the event permittee.

Approved traffic control plans, including any restrictions and/or prohibitions on the event, and liability issues shall be documented by way of a written Agreement between WSDOT and the event permittee. If approved by WSDOT, the agreement shall be signed by WSDOT and the event permittee prior to commencement of the event. WSDOT may conduct a joint review with WSP prior to signing the proposed agreement document. This practice allows expert review by both agencies and ensures concurrence on all traffic control requirements necessary to safely conduct event operations. WSDOT and WSP have no obligation to approve or permit any event if the event Agreement has not been signed by WSDOT and the event permittee, or the event Agreement has been altered by the event permittee without express consent of WSDOT. WSDOT reserves the right to postpone or deny approval of any event when an event permittee requests approval without sufficient advance notice, as determined by WSP or WSDOT.

- 4. Operational decisions and/or emergency situations may require road/lane closures to be opened immediately. WSP is responsible for traffic enforcement, and has final authority regarding the location and specific time of day that any road/lane closures, or any other part of the traffic control plan may be implemented.
- 5. Any costs incurred by WSDOT and/or WSP during implementation or operation of the event shall be the responsibility of the event permittee. WSDOT and WSP shall submit separate billings to the event permittee to recover individual agency costs and are to be paid within 30 days from the receipt of the billing.
- WSDOT regulations and policies do not allow bicycling, running, or walking events on limited access highways.

Figure 7-4 Memorandum of Understanding (Page 3 of 3)

The foregoing does not preclude the WSP and WSDOT guidelines and operational procedures to address specific iss to the use of state highway rights of way for event operation	sues of mutual concern related
JOHN R. BATISTE Chief, Washington State Patrol	Date
JOHN NISBET Director, Maintenance and Operations Programs, Washington State Department of Transportation	Date
APPROVED AS TO FORM:	
ASSISTANT ATTORNEY GENERAL FOR THE WASHINGTON STATE PATROL	Date
APPROVED AS TO FORM:	
ASSISTANT ATTORNEY GENERAL FOR THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	Date

#### 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 (<a href="http://www.wsdot.wa.gov/traffic/trafficalerts">http://www.wsdot.wa.gov/traffic/trafficalerts</a>).

(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 rout 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 thisday of, 20, by an between the Washington State Department of Transportation, hereinafter referred individually to as "WSDOT" or "Party", andhereinafter referred to individually as the "EVENT PERMITTEE" or "Party", and collectively referred to as "Parties "for the purpose of staging aevent 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, ( <u>NAME OF PARTICIPANT</u> ), 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 ( <u>NAME OF EVENT</u> ), 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. Specialized Highway Uses

#### 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:
  - 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.
  - EVENT PERMITTEE shall ensure that traffic control operations requiring flagging shall be performed by certified flaggers, or offduty 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:
  - 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
DDINITED NAME	John Nisbet, P.E.
PRINTED NAME	State Traffic Engineer Washington State Department of
TITLE AS OFFICE WITH (event name)	Transportation HQ Traffic Office Division
	PO Box 47344 Olympia Washington 98504-7344
DATE	Fax: (360) 705-6826

#### 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.

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

- 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

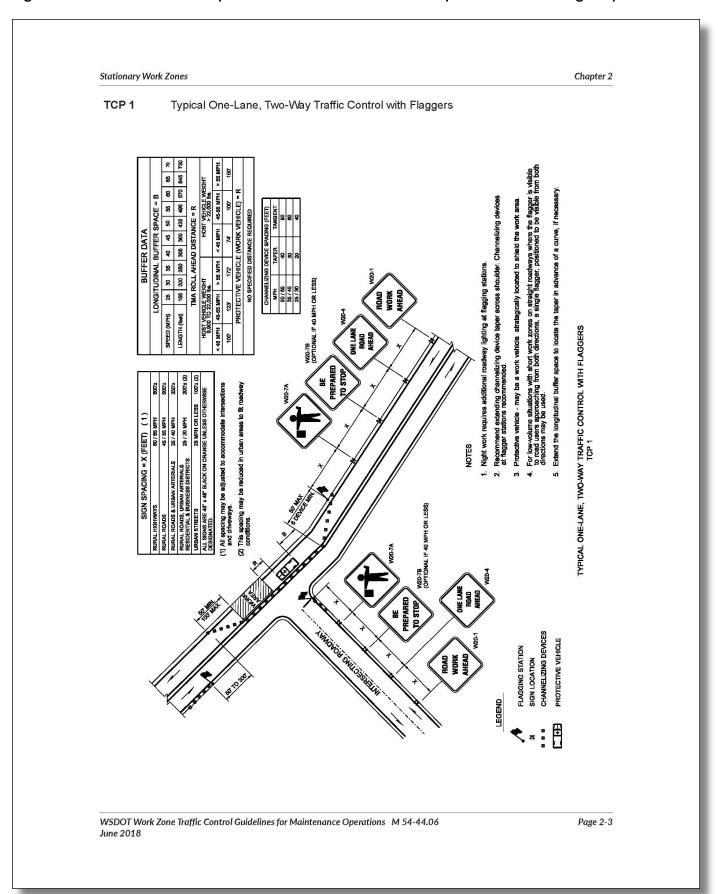
#### Figure 7-7 Exhibit A - Insurance for Event Operation on State Highways (Page 3 of 3)

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).

3

Figure 7-8 Exhibit B - Example Traffic Control Plan for Event Operation on State Highways



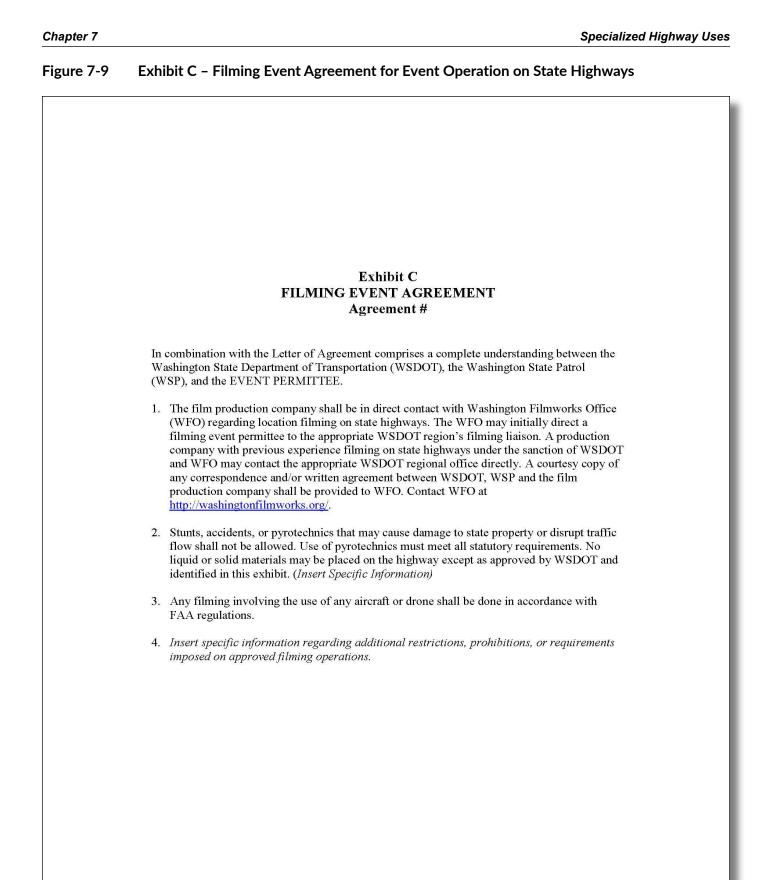


Figure 7-10 Application For Transit Stop Permit (WSDOT Form 510-017)

Washington State Department of Transportation	(Not f	Transit S	lication For Stop Permit of Access Highways orated City or Town
Name and Address of Agency	State Route	Milepost	Left
	County		Right
Proposed Facility Location (more than one location may be included w			ited Access Highway
Public Land Survey System (PLSS)		<b></b>	
1/4 of the 1/4 of Section Townshi The Washington State Department of Transportation is he applicant is hereinafter referred to as the "AGENCY," and The AGENCY requested FACILITY will be:	reinafter referred to as the "		
New Stop Existing Stop being modified or upgrad	ded; Will the FACILITY hav	e or require Utilit	ies? 🗌 Yes 🔲 No
Type of Stop is: Pullout / Outside the Highways Travel	<del></del>		
Has the AGENCY conducted a Safety and Operational Re	eview as required by WAC 40	68-46-010? 🔲 Y	es 🗌 No
Will the FACILITY have a shelter? ☐ Yes ☐ No   If yes	s, the overall square footage	of the FACILITY	will be:
Are Plan Sheets showing the FACILITY and any amenities			
Transit Stop Permits are issued at no cost to the AGENCY, provided th may be needed, is routine or minimal as determined by the STATE. In STATE expending addition time and resources beyond what would no reimbursable account be established with the AGENCY to recoup thos	the rare occurrence when the AGE mally be expected for a typical trai	NCY requested FAC	CILITY will result in the
The transit stop FACILITY shall not exceed 1,000 square feet in size wotherwise a STATE prepared Air Space Lease will also be required. The with or without a shelter whichever is greater in size, and any sidewalk roadway pavement for the stopped transit vehicles, utilities, or sidewalk.	he 1,000 square feet includes structs or pathways that are integral to t	ctures such as stand he transit stop. It do	ing pads, shelter pads es not include the
The STATE, in recognition of the AGENCY's authority to receive and dor on managed access facilities outside of incorporated cities and town chapters 47.50 and 47.52, will review the AGENCY's application to conabove described location in exchange for the highway safety and oper provisions, and exhibits that the STATE will make a part of the Transit	ns pursuant to RCW 46.61.560 and nstruct, operate, upgrade, and mai ational benefits received, provided	d WAC 468-46-010, the transit stop	out subject to RCW FACILITY at the
Applicant (Agency) Infor	mation (if different from	above)	
Applicant Agency Name			
Mailing Address			
City		State	Zip
	Information (required	)	
Print Name	Print Title		
Phone	Email		
Signature			Date

Figure 7-11 Transit Vehicle Stop Zone Review Checklist

Agency submitting request		WSDOT	
Agency submitting request Contact Person Phone Number FAX Mailing Address E-mail  Transit Stop Location  State Route Milepost (nearest crossroad) Existing Transit Stop - Yes No Pullout In Iane Placement at intersection: Far side (preferred) Near side Mid Mock. Curb lane traffic volume-peak hour Bus volume-peak hour Passenger volume-peak hour General Condition.  Roadway Geometry  Number of roadway lanes Horizontal Alignment: Horizontal Curve - Left Right or Tangent Vertical Alignment: Vertical Curve - Sag Crest or Grades' Topography: Flat Rolling fills Steep Hills Existing Slope: Ditch Cut Fall  Existing Shoulder:  Width ft Surface material/depth Condition ADA Landing Pad - Ves No Size (5' x 8' minimum size) ft x ft Existing street lighting - Yes No Condition of existing vegetation  Speed  Operational Speed muph Posted Speed muph Design Speed muph  Stopping Sight Distance  Field Measurement: 1) ft 20 ft Ave ft Stopping Sight Distance  Field Measurement: 1) ft 20 ft Ave ft Stopping Sight Distance  Field Measurement: 1) ft 20 ft Ave ft Stopping Sight Distance  Field Measurement: 1) ft 20 ft Ave ft Stopping Sight Distance  Field Measurement: 1) ft 20 ft Ave ft Stopping Sight Distance  Field Measurement: 1) ft 20 ft Ave ft Stopping Sight Distance  Field Measurement: 1) ft 20 ft Ave ft Stopping Sight Distance  Field Measurement: 1) ft 20 ft Ave ft Stopping Sight Distance  Field Measurement: 1) ft 20 ft Ave ft Stopping Sight Distance on departure ft Stopping Sight Distance on the General Condition Criteria - Yes No Bicyclist sight distance on departure ft Paved waiting area - Yes No No Walkway access - Yes No Bicyclist facility access - Yes No Crosswalk - Yes No Crosswalk - Yes No Crosswalk - Yes No Crosswalk - Yes No Connected to intersection ft.		377	ecklist
Contact Person	Agamas submitting request	70.00 m 40 W	
State Route	Contact Person	Phone Number	_FAX
State Route	35/, 3:		
Previously Approved - Yes No Pullout In lane Placement at intersection: Far side (preferred) Near side Mid-block Curb lane traffic volume-peak hour	1775-1776-1776 - 277 - 287		
Number of roadway lanes	Previously Approved – Yes No Curb lane traffic volume-peak hour	Pullout In lane Placement at intersection: Far side (pre	eferred) Near side Mid block
Horizontal Alignment: Vertical Curve - Left Right or Tangent Vertical Alignment: Vertical Curve - Sag Crest or Grade% Topography: Flat Rolling Hills Steep Hills Existing Slope: Ditch	Roadway Geometry		
Vertical Alignment: Vertical Curve - Sag Crest or Grade% Topography: Flat Rolling Hills Steep Hills Existing Slope: Ditch			<u> </u>
Existing Slope: Ditch Cut Fill	Vertical Alignment: Vertical	curve - Sag Crest or Grade%	
Existing Shoulder:  Width ft Surface material/depth			-1
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	Existing Location Features		
ADA Landing Pad – Yes No Size (5' x 8' minimum size)	Existing Shoulder:		
Speed   Speed   Multiple   Posted Speed   Multiple			
Operational Speed mph Posted Speed mph Design Speed mph  Stopping Sight Distance  Field Measurement: 1 ft. 2 ft. Ave 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 Coasing distance ft.  Connected to pedestrian/bicyclist network – Yes No Collision History Review.	Existing street lighting – Yes N	Condition of existing vegetation_	
Stopping Sight Distance   Field Measurement: 1	Speed		
Field Measurement: 1]ft. 2]ft. Aveft.  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.	Operational Speed mph	Posted Speed poster Design Speed	anh
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 Crosswalk — Yes No Crosswalk —	Stopping Sight Distance		
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 Crosswalk – Yes No Crosswalk – Yes No Connected to pedestrian/bicyclist network – Yes No Crosswalk – Yes			Yes No
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 Crosswalk – Yes	Pullout Considerations		
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 Crosswalk – Yes No Crosswalk –		ral Condition Criteria – Yes No Is R/W available	le – Yes No.
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 Connected to pedestrian/bicyclist network – Yes No Crosswalk – Yes No Crosswa	Pedestrian/Bicyclist Consideration		
	Paved waiting area – Yes No Distance to intersection Refuge area – Yes No Num	Walkway access – Yes No Bicycle facili Traffic signal – Yes No Crosswalk – ber of Lanes to cross Crossing distance	ty access – Yes No Yes No
	Connected to pedestrian/bicyclist ne		<u></u>
Should Transit Stop Be Approved? - Yes No	Collision History Review		
Reviewed by Date	Collision History Review		<del></del>

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

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#### INTERPRETIVE SIGNS/MARKERS AGREEMENT

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.
- 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)

- 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 appriateness of style, design, and text.
- 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.
- This agreement will be fulfilled to the extent that funds are available to each party for the purposes set forth herein.
- 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

WASHINGTON STATE PARKS AND RECREATION COMMISSION

charles H. Odeggard, Director

APPROVED AS TO FORM:

Askistant Attorney Gener State of Washington Department of Highways

Assistant Attorney General State of Washington Parks and Recreation Commission

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

ATTACHMENT NUMBER 1

T0

INTERPRETIVE MARKERS AGREEMENT

REMARKS MARKER

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 Approach and site maintained by Highways Discovery Bay 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

Approach to markers from city street other than state highway. Maintenance performed by city. Lewis & Clark - Camas/Washougal

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 MARKER Marker to be installed east of Washougal on SR 14. Highways will maintain Approach and site maintained by Highways -removed for highway relocation - should be relocated by Highways on SR 12, MP 431.9 Point Vancouver or Point Broughton Lewis and Clark - Clarkston 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 Approach and site maintained by Highways To be relocated to Ryegrass Hill Safety Rest Area by Highways Ginkgo Petrified Forest Approach and site maintained by Highways -Parks currently developing marker Indian Timothy Bridge Approach and site maintained by Highways SR 14, MP 93.55 Celilo Falls 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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