



#### 9-2-18 SHARE THE ROAD Bicycle Warning Signs

April 2010

##### GENERAL

The MUTCD Section [9B.18](#) gives guidance on the usage of several types of bicycle warning signs. One warning sign mentioned is the SHARE THE ROAD (W16-1) plaque, which may be used in conjunction with the Bicycle Warning (W11-1) sign. The MUTCD states that the sign combination may be used to warn motorists to watch for bicyclists along the highway. However, the MUTCD guidance is general and does not specifically address problem areas. As a result, this sign combination has the potential to be overused and misused, which can result in motorist non-compliance of the signs in general. This policy will provide specific guidance as to where this sign combination may be used and restrict usage to areas where motorists may not be aware of bicyclists entering the roadway.

##### POLICY

The SHARE THE ROAD (W16-1) plaque **shall** only be used provided the following requirements are met:

1. Locations where there is a geometric change that would direct a bicyclist from a dedicated bikeway or paved shoulder into the travel lane.
2. The SHARE THE ROAD (W16-1) plaque shall not be used for roundabout locations. For roundabouts, it is expected that bicyclists and pedestrians will enter the roadway. If there are problem areas for roundabouts, the standard pedestrian crossing (W11-2) sign should be installed with supplemental arrow plaque (W16-7) sign.
3. In locations where the SHARE THE ROAD (W16-1) plaque is used, it **shall** be mounted below the standard Bicycle Warning (W11-1) sign or other appropriate warning sign (i.e. Narrow Bridge (W5-2) sign). The SHARE THE ROAD plaque **shall not** be mounted by itself on a post.
4. For locations requiring the usage of the SHARE THE ROAD (W16-1) plaque, and Bicycle Warning (W11-1) sign, WisDOT will pay for the installation and maintenance of the signs on the state highway system.

#### 9-2-19 Bicycle Signing

June 2014

##### BACKGROUND

At times, the Department receives requests for the installation of signing pertaining to bicycle routes and bicycle lanes. These signs are often requested for areas where there are designated bicycle routes or lanes that run concurrent with State maintained roadways. The MUTCD Section [9B](#) provides guidance on the placement of regulatory and guide signs for bicycles in order to provide guidance of decision points and reassurances along established bike routes. The intent of this policy is to clarify the MUTCD language and to establish a policy as to where WisDOT will allow the usage of bicycle route signs on State maintained roadways.

##### GENERAL POLICY

Bike Route signs *may* be used on the State highway system provided the following criteria are met:

1. The bike route would need to be an official, continuous route that is part of a national, local, or regional bike route system and would generally be considered a good candidate (adequate shoulder width on roadway and/or lower than 1000 ADT) for signage. Guide sign requests for bicycle routes *should* be coordinated between the Region Traffic Engineer and Region Bike/Pedestrian Coordinator.
2. The Region Traffic Engineer will review the request with the Region Bike and Pedestrian Coordinator. If the proposed bike signing is approved, a permit **shall** be issued to the local unit of government that is accepting long-term maintenance of the signing. Permit Form DT2500<sub>1</sub> is attached to this policy. A copy of the approved permit **shall** be sent to the local government and a copy **shall** be filed in the Region Office.
3. For installation of the signs, WisDOT will determine the locations of the signs. For communities requesting the signs, the appropriate county highway department, municipality or a WisDOT approved

signing contractor **shall** be contacted to install the signs. For counties requesting the signs, the county highway department *may* perform the installation following approval from the traffic operations engineer at the WisDOT Regional Office.

4. As part of the permit, the community or county would agree to pay all costs associated with initial installation and long-term maintenance of the signs. Installation *may* be included as part of an Improvement Project, however long-term maintenance of the signs would be the responsibility of the community or county.
5. If the bike route is removed or moved, the signs **shall** be adjusted accordingly.
6. Bike trail map kiosks **shall** be located outside the state highway right-of-way, off of the state trunk highway system. Prior to development or placement of a kiosk, coordination **shall** be made with the Region Outdoor Advertising contact.

#### **INSTALLATION POLICY FOR BICYCLE ROUTE GUIDE SIGNS**

1. Bicycle route guide signs (D11-1 signs with supplemental M7 series arrow plaque) **shall** only be used at decision points where the bike route turns off of the state trunk highway. Reassurance markers (confirmation signs) *may* be allowed on the state trunk highway for longer bike route sections or after major intersections.
2. The D11-1, bike route sign *may* utilize a supplemental D1 series name plaque. Street names **shall not** be utilized on the D1 series name plaque, only the official bike route name. If the D1 series name plaque is used, it *should* be mounted below the D11-1 sign.
3. When installed on roadways, D1 series signs **shall** only be installed as a supplement to the D11-1 sign.
4. The M1-8 or M1-8a bicycle route sign *may* be used in lieu of the D11-1 sign if the state or local bicycle route is identified by a unique route designation number. The D1 series name plaque *should not* be used with the M1-8 or M1-8a bicycle route sign.
5. If the M1-8a bicycle route sign is used, the pictograph **shall not** contain any commercial advertising. Colors of the pictograph *should* meet the requirements defined in [TEOpS 2-15-6](#).
6. The M1-9 bicycle route sign **shall** only be used for a bicycle routes that travels through multiple states (interstate route) that is identified by a unique route designation number. This interstate bike route number is assigned by AASHTO. The D1 series name plaque *should not* be used with the M1-9 interstate bicycle route sign.

#### **INSTALLATION POLICY FOR BICYCLE LANE REGULATORY SIGNS**

1. The R3-17 Bike Lane sign **shall** only be installed at the beginning and ends of the bike lane and after major intersections or periodically along the route (refer to Figure 9C-6 in the MUTCD). The R3-17 Bike Lane sign is intended for locations where the bike lanes are continuous along the roadway. The R3-17 Bike Lane sign *should not* be used where the shoulder is the bike accommodation or where bike lanes are only provided at intersections.
2. If the R3-17 Bike Lane sign is used at the beginning or end of the bike lane, then the R3-17aP AHEAD or R3-17bP supplemental plaques **shall** be used.
3. The R4-4 Begin Right Turn Lane Yield to Bikes *may* be used for weave areas where there are demonstrated problems with motorists weaving across bicycle traffic upon entering an exclusive right turn lane. The R4-4 sign is typically not installed as part of an Improvement Project unless there were demonstrated problems with weaving prior to construction. The R4-4 sign *may* also be utilized in these locations as a replacement to the R3-20RR Begin Right Turn Lane Sign.

## APPLICATION/PERMIT FOR BIKE LANE MARKING AND SIGNING

Wisconsin Department of Transportation  
DT2500 5/2011 s.86.07(2) Wis. Stats.

When approved, this permit documents the terms and conditions for use by the Municipality for installation and/or maintenance of bike lane marking and signing on highways under the jurisdiction of the Wisconsin Department of Transportation. The applicant must obtain this approved permit prior to marking and signing the bike lane. Submit the completed application to the WisDOT Regional Office that has maintenance jurisdiction of the state trunk highway in the county where the marking will be located. A single application will be made for each continuous bike lane segment.

Applicant – Municipality		County
Mailing Address		Area Code – Telephone Number
		FAX Number
Type of Project <input type="checkbox"/> Improvement Project Agreement <input type="checkbox"/> Maintenance Permit <input type="checkbox"/> Retrofit Agreement		Project ID <input type="checkbox"/> Yes, Project # _____ <input type="checkbox"/> No <input type="checkbox"/> N/A
Location: On Highway / Local Street Name	Intersecting Street	
	From:	To:
Type of Bike Lane Marking (design/dimensions) <input type="checkbox"/> Other (attach detail & reason)	(material) <input type="checkbox"/> Paint <input type="checkbox"/> Epoxy <input type="checkbox"/> Preformed Plastic <input type="checkbox"/> Preformed Thermoplastic <input type="checkbox"/> Other, (specify)	Speed Limit  mph
Operational Features <input type="checkbox"/> Yes <input type="checkbox"/> No   Edge Line <input type="checkbox"/> Yes <input type="checkbox"/> No   Symbols <input type="checkbox"/> Yes <input type="checkbox"/> No   Words <input type="checkbox"/> Yes <input type="checkbox"/> No   Signs	Description/Type of Marking and Signing	
Reasons for Bike Lane Marking and Signing		

### Marking and Signing Installation Conditions

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. By entering into this agreement, the Municipality agrees to the terms and cost arrangements in this policy document.</li> <li>2. The design, installation and operation shall comply with Chapter 9 of the Wisconsin Manual of Uniform Traffic Control Devices.</li> <li>3. During the installation and/or maintenance, the permittee shall follow all pertinent provisions for work zone traffic control as provided in Part 6 of the Wisconsin Manual of Uniform Traffic Control Devices.</li> <li>4. The permittee shall coordinate the installation with the WisDOT Regional Office and other right-of-way users (i.e., utilities, adjacent property owners, etc.), unless other arrangements have been made.</li> <li>5. The permittee shall repair any damage to the pavement and/or right-of-way caused by installation or maintenance</li> </ol> | <ol style="list-style-type: none"> <li>6. The permittee shall notify WisDOT after layout of the authorized work has been completed, but prior to the installation of any markings.</li> <li>7. Permitted facilities shall be located as defined within this permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the applicant to such extent as the WisDOT Regional Office may specify.</li> <li>8. The permittee should be aware that future upgrading of the highway will remove the permitted marking and signing. A future permit will be needed to replace the marking and signing.</li> <li>9. Right of way permit</li> </ol> |
|--|---|

It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and permit requirements of other jurisdictional agencies. The applicant shall also comply with all permit conditions, superimposed notes, and detail drawings, which may be added by WisDOT. Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit.

The undersigned certifies that he/she is authorized to sign this application on behalf of the named unit of government.

**X** \_\_\_\_\_  
 (Authorized Representative) (Title) (Date)

**Approved for the Wisconsin Department of Transportation**

Permit Number = Region (NC, NE, NW, SE, or SW) – County Number – Three-digit, consecutive permit number

Permit Number	<b>X</b>
- -	(Regional Authorized Representative) (Area Code - Telephone Number) (Date)



## INDEMNIFICATION

The Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.



**9-3-4 Bicycle Lanes**

**April 2023**

**PURPOSE**

WisDOT encourages bicycling by adding or utilizing space on roadways for use of bicyclists. This is done in one of three ways - paved shoulders, wide curb lanes and bicycle lanes. Of those three, only bicycle lanes are designated “bikeway” facilities as defined by AASHTO and the MUTCD. This chapter presents the appropriate markings for bicycle accommodations including bicycle lanes.

It *should* be noted that due to costs associated with maintaining bicycle lane markings and a significantly reduced maintenance budget, WisDOT has adopted the following policy to give guidance for both design and maintenance. This policy does not pertain to the connecting highway system. Connecting highways are maintained by local governments and aids are provided to cover the costs to maintain these facilities.

**MARKING GUIDANCE AND POLICY**

**Paved Shoulders**

Edge line markings for shoulders are maintained by the department along state highways. Bicyclists are the only vehicular user to be permitted to use shoulders under Wisconsin Statute 84.01 and will most often use that space when the condition of the pavement is satisfactory. When edge lines are added in urban cross-section streets to define shoulder segments or curb offsets, those markings will be maintained by the authority charged with the maintenance of the facility and will be considered part of our standard maintenance practice. These edge lines are added to prevent motorists from deviating from the travel lane or doubling up in an otherwise wide lane. Secondly they also help define the space that bicyclists will use.

Occasionally at some intersections, markings will be added to the left of the right turn lane, for a separate bike slip lane as shown in [SDD 15C 29](#) a and b and Table 1. These markings will also be maintained as part of the standard WisDOT practice if the rest of the street is not marked with bicycle lanes. If the rest of the facility is marked with bicycle lanes, the local community will be responsible for maintaining these markings along with all of the other markings.

**Wide Curb Lanes**

Wide curb lanes do not require markings of any kind to differentiate space for bicyclists. However, when lanes are 14’ or greater there *may* be operational reasons why an edge line is desired. Whenever a 6” edge line is added per [TEOps 3-10-1](#) for urban curb and gutter sections, WisDOT **shall** maintain these markings on WisDOT maintained facilities. A 6” edge line requires a permit when there is no operational reason for placement.

**Bicycle Lanes**

1. Rural Applications

Bike lane markings define preferential space for bicyclists and are considered bikeways. Bike lanes are rarely marked on rural highways.

Exception will be when **a highway is designed with 5 feet or wider paved shoulders or bike lanes to accommodate bicyclists per Wisconsin Statute 84.01(35) and Trans 75.**, then intersection treatments found in [SDD 15C 29](#) a and b **shall** follow what is prescribed in the following table:

**Table 1.** Type A2, B1 and B2 Rural Intersection Treatments When Side road ADT exceeds 250 for design year \*

	2 Lane w/ signals or signed or marked for right turn only	2 Lane without signals or signed or marked for right turn only	4 Lane Divided with signals or signed or marked for right turn only	4 Lane Divided without signals or signed or marked for right turn only
<b>SDD 15C 29 Drawing Detail Title, sheets a and b</b>				
Posted Speed > 45mph	Bike Slip Lane	Wider Turn Lane or Bike Accommodations on Shoulder	N/a	Wider Turn Lane or Bike Accommodations on Shoulder
Posted Speed ≤ 45 mph	Bike Lane with symbols	Bike Slip Lane or Wider Turn Lane	Bike Lane 4 Lane Divided with Right Turn Lane	Bike Slip Lane or Wider Turn Lane

\* All intersection types are found in [SDD 9A 1](#) and [FDM 11-25, Attachment 1.1](#)

For A-1, C, and D intersection types no special intersection designs are necessary to accommodate bicyclists. Whenever a bike lane is marked to an intersection, it must be to the left of a right turn only lane as shown in these details.

## 2. Urban Applications

[SDD 15C 29](#) c and d are urban type bike lane diagrams shown with and without parking and right turn lanes. The bike lane markings shown at the intersections are part of a continuous bike lane. However, it is permissible to use the bike lane intersection markings (bike slip lanes) independent of continuous bike lane markings if there is space at an intersection and the Region Traffic Engineer believes it will better serve bicyclists and motorists at an intersection through improved lane delineation.

If bike lane markings and symbols designating the preferential space are appropriate and the need approved by the Region Traffic engineer, permit DT2500 for symbols **shall** be issued to the local unit of government that is accepting long-term maintenance of the markings. WisDOT **shall** pay to initially mark them as part of a reconstruction or resurfacing project. All costs associated with subsequent maintenance will be borne by the participating local unit of government.

Refer to [SDD 15C 29e](#) for layout of the marking symbols and words.

### PERMIT PROCESS/REQUIREMENTS

The Region Traffic Engineer will review the request with the Region Bike and Pedestrian Coordinator. It is recommended developing a maintenance agreement no later than the time of design study report (DSR). This will ensure that the local unit of government will clearly have knowledge of what they are to maintain. This is important for when local jurisdictions decide to add bike lane markings. If edge lines or bike lane markings are approved, a permit **shall** be issued to the local unit of government that is accepting long-term maintenance of the markings. Permit Form DT2500, is attached to this policy. A copy of the approved permit **shall** be sent to the local government and a copy **shall** be filed in the Region Office.

Existing markings *should* be evaluated with the community, based on need and safety, individually and collectively within the community.

The permit **shall** be officially signed and approved prior to any marking of new edge line or bike lane markings. Subsequent remarking will not require a new permit.

Under "Type of Project" on the permit form, use the following guidance:

- If the bike lane marking (existing or new) is to be marked as part of an improvement project, check the "Improvement Project Agreement" box.
- If the bike lane marking is to be first-time marked on existing pavement by the local government, check the "Retrofit Agreement" box.
- If an existing bike lane marking is to be remarked on existing pavement by the local government, check the "Maintenance Permit" box.

Failure to comply with the permit provisions **shall** void the permit and the bike lane markings **shall** be removed at the local government's expense.

### SUPPORTING THOUGHTS

Adding bicycle lanes is most practical and cost-effective at the time of reconstruction. There are likely to be many more opportunities for bike lane markings on the connecting highway system (590 miles) than on non-connecting state highways. This is especially true in the metropolitan areas of the state. Although there are approximately 1,175 miles of urban state highways (municipal extensions), hundreds of miles are categorized as freeways or are higher-speed rural cross-section highways at the edges of urban areas where shoulders are appropriate, but not bike lanes. While some municipal extensions of state highways will be good candidates for bicycle lanes, right of way constraints will likely limit prospects for many bike lanes on these highways. In some cases, wide curb lanes *may* still be possible candidates for these streets.

## APPLICATION/PERMIT FOR BIKE LANE MARKING AND SIGNING

Wisconsin Department of Transportation  
DT2500 5/2011 s.86.07(2) Wis. Stats.

When approved, this permit documents the terms and conditions for use by the Municipality for installation and/or maintenance of bike lane marking and signing on highways under the jurisdiction of the Wisconsin Department of Transportation. The applicant must obtain this approved permit prior to marking and signing the bike lane. Submit the completed application to the WisDOT Regional Office that has maintenance jurisdiction of the state trunk highway in the county where the marking will be located. A single application will be made for each continuous bike lane segment.

Applicant – Municipality		County
Mailing Address		Area Code – Telephone Number
		FAX Number
<b>Type of Project</b> <input type="checkbox"/> Improvement Project Agreement <input type="checkbox"/> Maintenance Permit <input type="checkbox"/> Retrofit Agreement		<b>Project ID</b> <input type="checkbox"/> Yes, Project # _____ <input type="checkbox"/> No <input type="checkbox"/> N/A
Location: On Highway / Local Street Name	Intersecting Street From: _____ To: _____	
<b>Type of Bike Lane Marking</b> (design/dimensions) <input type="checkbox"/> Other (attach detail & reason)	(material) <input type="checkbox"/> Paint <input type="checkbox"/> Epoxy <input type="checkbox"/> Preformed Plastic <input type="checkbox"/> Preformed Thermoplastic <input type="checkbox"/> Other, (specify)	<b>Speed Limit</b>  mph
<b>Operational Features</b> <input type="checkbox"/> Yes <input type="checkbox"/> No   Edge Line <input type="checkbox"/> Yes <input type="checkbox"/> No   Symbols <input type="checkbox"/> Yes <input type="checkbox"/> No   Words <input type="checkbox"/> Yes <input type="checkbox"/> No   Signs	<b>Description/Type of Marking and Signing</b>	
<b>Reasons for Bike Lane Marking and Signing</b>		

### Marking and Signing Installation Conditions

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. By entering into this agreement, the Municipality agrees to the terms and cost arrangements in this policy document.</li> <li>2. The design, installation and operation shall comply with Chapter 9 of the Wisconsin Manual of Uniform Traffic Control Devices.</li> <li>3. During the installation and/or maintenance, the permittee shall follow all pertinent provisions for work zone traffic control as provided in Part 6 of the Wisconsin Manual of Uniform Traffic Control Devices.</li> <li>4. The permittee shall coordinate the installation with the WisDOT Regional Office and other right-of-way users (i.e., utilities, adjacent property owners, etc.), unless other arrangements have been made.</li> <li>5. The permittee shall repair any damage to the pavement and/or right-of-way caused by installation or maintenance</li> </ol> | <ol style="list-style-type: none"> <li>6. The permittee shall notify WisDOT after layout of the authorized work has been completed, but prior to the installation of any markings.</li> <li>7. Permitted facilities shall be located as defined within this permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the applicant to such extent as the WisDOT Regional Office may specify.</li> <li>8. The permittee should be aware that future upgrading of the highway will remove the permitted marking and signing. A future permit will be needed to replace the marking and signing.</li> <li>9. Right of way permit</li> </ol> |
|--|---|

It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and permit requirements of other jurisdictional agencies. The applicant shall also comply with all permit conditions, superimposed notes, and detail drawings, which may be added by WisDOT. Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit.

The undersigned certifies that he/she is authorized to sign this application on behalf of the named unit of government.

**X** \_\_\_\_\_  
 (Authorized Representative) (Title) (Date)

**Approved for the Wisconsin Department of Transportation**

Permit Number = Region (NC, NE, NW, SE, or SW) – County Number – Three-digit, consecutive permit number

Permit Number	<b>X</b>	
- -	(Regional Authorized Representative)	(Area Code - Telephone Number) (Date)



## INDEMNIFICATION

The Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.

### 9-3-7 Shared Lane Markings

August 2011

#### PURPOSE

WisDOT encourages bicycling by adding or utilizing space on roadways, for use of bicyclists. When this cannot be done, this policy gives guidance for when both bicyclist and motorist are sharing the roadway so to minimize motorist and bicyclist crashes.

Due to costs associated with maintaining shared lane markings and a significantly reduced maintenance budget, WisDOT has adopted specific maintenance provisions as part of the following policy.

This policy does not pertain to the connecting highway system. Connecting highways are maintained by local



governments and aids are provided to cover the costs to maintain these facilities.

## **POLICY**

### Shared Lane markings

- Assist bicyclists with lateral positioning in a shared lane with on-street parallel parking in order to reduce the chance of a bicyclist's impacting the open door of a parked vehicle.
- Assist bicyclist with lateral positioning in lanes that are too narrow for a motor vehicle and a bicycle to travel side by side within the same traffic lane.
- Alert road users of the lateral location bicyclists are likely to occupy within the traveled way.
- Encourage safe passing of bicyclists by motorists
- Reduce the incidence of wrong-way bicycling.

These markings *should not* be placed on roadways that have a speed limit above 35 mph. They **shall not** be used on shoulders or in designated bicycle lanes. When used, the marking *should* be placed immediately after an intersection and spaced at intervals not greater than 250 feet thereafter.

Refer to [SDD 15C 29f](#) for layout of the marking.

## **PERMIT PROCESS/REQUIREMENTS**

The Region Traffic Engineer will review the request with the Regional Bike and Pedestrian Coordinator. If shared lane markings are approved, a permit **shall** be issued to the local unit of government that is accepting long-term maintenance of the markings.

The form DT 2137 is attached to this policy. A copy of the approved permit **shall** be sent to the local government and a copy **shall** be filed in the Region Office.

The permit **shall** be officially signed and approved prior to any marking of new shared lane markings. Subsequent remarking will not require a new permit except after upgrading of the highway.

Existing markings *should* be evaluated with the community, based on need and safety, individually and collectively within the community.

Under "Type of Project" on the permit form, use the following guidance:

- If the shared lane marking (existing or new) is to be marked as part of an improvement project, check the "Improvement Project Agreement" box.
- If the shared lane marking is to be first-time marked on existing pavement by the local government, check the "Retrofit Agreement" box.
- If an existing shared lane marking is to be remarked on existing pavement by the local government, check the "Maintenance Permit" box.

Failure to comply with the permit provisions **shall** void the permit and the shared lane markings **shall** be removed at the local government's expense.

## APPLICATION/PERMIT FOR SHARED LANE MARKING

Wisconsin Department of Transportation  
DT2137 5/2011 s.86.07(2) Wis. Stats.

When approved, this permit documents the terms and conditions for use by the Municipality for installation and/or maintenance of shared lane markings on highways under the jurisdiction of the Wisconsin Department of Transportation. The applicant must obtain this approved permit prior to marking a shared lane symbol.

Submit the completed application to the WisDOT Regional Office that has maintenance jurisdiction of the state trunk highway in the county where the marking will be located. A single application will be made per continuous segment of shared lane markings. A map with corresponding details is required for all applications.

Applicant – Municipality		County	
Mailing Address		Area Code – Telephone Number	
		FAX Number	
<b>Type of Project</b> <input type="checkbox"/> Improvement Project Agreement <input type="checkbox"/> Maintenance Permit <input type="checkbox"/> Retrofit Agreement		<b>Project ID</b> <input type="checkbox"/> Yes, Project # _____ <input type="checkbox"/> No <input type="checkbox"/> N/A	
Location: On Highway / Local Street Name		Intersecting Street From: _____ To: _____	
<b>Type of Shared Lane Marking (material)</b> <input type="checkbox"/> Paint <input type="checkbox"/> Epoxy <input type="checkbox"/> Preformed Plastic <input type="checkbox"/> Preformed Thermoplastic <input type="checkbox"/> Other, (specify) _____		<b>Speed Limit</b>  _____ mph	<b>List supplemental signing to be used</b>  _____
<b>Operational Features</b> <input type="checkbox"/> Yes <input type="checkbox"/> No    Recognized Bike Route <input type="checkbox"/> Yes <input type="checkbox"/> No    Parking <input type="checkbox"/> Yes <input type="checkbox"/> No    Curbs Available		<b>Width of Travel Lane</b>  _____	<b>Width of Parking Lane (if present)</b>  _____

### Shared Lane Marking Installation Conditions

1. By entering into this agreement, the Municipality agrees to cover all costs related to the placing and maintaining of permitted shared lane markings.
2. The design, installation and operation shall comply with Chapter 9 of the Wisconsin Manual of Uniform Traffic Control Devices.
3. During the installation and/or maintenance, the permittee shall follow all pertinent provisions for work zone traffic control as provided in Part 6 of the Wisconsin Manual of Uniform Traffic Control Devices.
4. The permittee shall coordinate the installation with the WisDOT Regional Office and other right-of-way users (i.e., utilities, adjacent property owners, etc.).
5. The permittee shall repair any damage to the pavement and/or right-of-way caused by installation or maintenance of equipment. Failure to do so promptly will result in permit revocation.
6. The permittee shall notify WisDOT after layout of the authorized work has been completed, but prior to the installation of any markings.
7. Permitted facilities shall be located as defined within this permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the applicant to such extent as the WisDOT Regional Office may specify.
8. The permittee should be aware that future upgrading of the highway will remove the permitted marking. A future permit may be needed to replace the marking.

It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and permit requirements of other jurisdictional agencies. The applicant shall also comply with all permit conditions, superimposed notes, and detail drawings, which may be added by WisDOT. Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit.

The undersigned certifies that he/she is authorized to sign this application on behalf of the named unit of government.

**X** \_\_\_\_\_  
 (Authorized Representative) (Title) (Date)

### Approved for the Wisconsin Department of Transportation

Permit Number = Region (NC, NE, NW, SE, or SW) – County Number – Three-digit, consecutive permit number

Permit Number	<b>X</b>
- -	(Regional Authorized Representative) (Area Code - Telephone Number) (Date)

## INDEMNIFICATION

The Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.