**Application/Permit for Pedestrian Crosswalk Marking**

Wisconsin Department of Transportation

DT2136 12/2017 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 pedestrian crosswalk marking on highways under the jurisdiction of the Wisconsin Department of Transportation. The applicant must obtain this approved permit prior to marking the crosswalk.

Submit the completed application to the WisDOT Regional Office that has maintenance jurisdiction of the state trunk highway   
in the county where the crossing will be located. A single application will be made for each intersection or mid-block crossing. Multiple crossings at an intersection may require a separate detail for each crossing.

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| --- | --- | --- | --- | --- | --- | --- |
| Applicant – Municipality | | | | | County | |
| Mailing Address | | | | | (Area Code) Telephone Number | |
| (Area Code) FAX Number | |
| **Type of Project**  Improvement Project Agreement  Maintenance Permit  Retrofit Agreement | | | | **Project ID**  Yes, Project #  No  N/A | | |
| **Location:** On Highway – Direction | | At Intersecting Street | | Or (If not at intersection)  Distance       ft. from Intersecting Street | | |
| **Type of Crosswalk Marking**  Design / Dimensions  Minimum standard,   6" lines, 6' gap  Other   (attach detail & reason) | Material  Paint  Epoxy  Preformed Plastic  Preformed Thermoplastic  Other, (specify): | | | **Speed Limit**        mph | | **School Speed Zone**        mph |
| **Operational Features**  Yes  No Curb Ramps at Sidewalks at Location  Yes  No Signalized Intersection  Yes  No Pedestrian Indications  Yes  No Meets ADA Requirements  Yes  No Pedestrian Crossing Flags at Location | | | **Pedestrian Count** | | | **School Crossing**   Yes  No |
| **List supplemental signing to be used** | | | |
| **Reasons for Crosswalks** | | | | | | |

# Crosswalk Marking Installation Conditions

1. WisDOT’s Policy for *Crosswalk Marking* is made a part   
   of this permit agreement. By entering into this agreement,   
   the Municipality agrees to the terms and cost arrangements   
   in this policy document.
2. The design, installation and operation shall comply with Chapter 3 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 crosswalk. A future permit will be needed to replace the crosswalk.

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 – m/d/yyyy) |

## 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 | **X** |  |  |
| **-** **-** |
| (Regional Authorized Representative) | (Area Code – Telephone Number) | (Date – m/d/yyyy) |

**Application/Permit for Pedestrian Crosswalk Marking** *(continued)*

Wisconsin Department of Transportation DT2136

## 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.