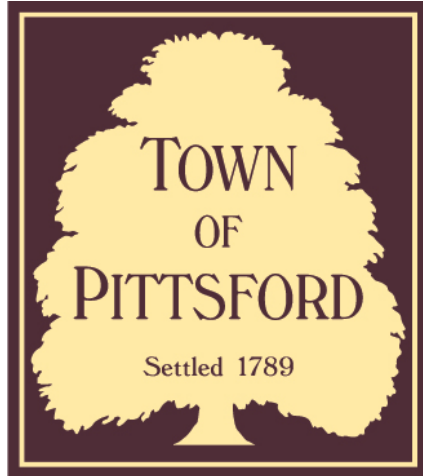




BID REQUIREMENTS & SPECIFICATIONS

State Street Median

**BID OPENING:
November 20, 2025
11:00 A.M.**

Dated: October 27, 2025

GENERAL INFORMATION, INSTRUCTIONS AND BID REQUIREMENTS

PURPOSE OF BID:

The Town of Pittsford ("Town") intends to secure the services of an experienced and properly equipped contractor ("Contractor") to construct a left turn lane, raised median and crosswalk on State Street in the Town of Pittsford. The contract award will be based on low bid price from a responsible bidder; submission of required insurance; and full compliance with these Requirements and Specifications. The Town reserves the right to reject any bid should the Commissioner of Public Works ("Commissioner") determine that it is in the Town's best interest to do so.

GENERAL INFORMATION AND INSTRUCTIONS FOR BIDDERS:

1. All bidders should review carefully the contents of this document. All of the Requirements and Specifications in this document will become part of the agreement to be signed by the Town and the successful bidder.
2. The final pages of this document contain the "Bid Sheet" and "Non-Collusive Bidding Certificate". The Bid Sheet needs to be completed and returned to confirm the amount of the bid. The Non-Collusive Bidding Certificate is a document required by the General Municipal Law of the state of New York and is to be signed and returned with the Bid Sheet.
3. Contractor shall refer to NYSDOT specifications for all work included within the plan sets and bid forms.
4. Attached is an engineer estimate of quantities with related NYSDOT item numbers. This estimate shall be used as a guide only for the work required. The contractor is responsible to review all plan set documents and NYSDOT specifications for all work to be performed.
5. All bids must be sealed and be addressed to the "Commissioner of Public Works" and be marked "State Street Median Bid".
6. Bids may be mailed or personally delivered to the Commissioner at the Pittsford Town Hall, 11 South Main Street, Pittsford, New York 14534. All bids must be received by the Commissioner by the date and time set for the bid opening noted on the cover sheet of this document.
7. All bids submitted shall remain good for a period of sixty (60) days from the date of bid opening.
8. A Bid Deposit of 10% of the Total Bid will be required either as a certified check made out to the Town of Pittsford or as a bond. No bid proposal will be accepted without a bid deposit. If the successful bidder fails to enter into the contract, the check deposited will be forfeited to the Town as liquidated damages. All other bidders bid deposits will be returned.
9. The Town reserves the right to reject any bid for non-compliance with these Requirements and Specifications and/or to waive informalities.
10. All bids will be presented to the Town Board at its December 2, 2025 meeting, for consideration. Immediately following an award of bid by the Town Board, the

successful bidder will be notified, by letter from the Commissioner. The Commissioner's letter will include an agreement, to be signed by the successful bidder and returned to the Town, together with the required Insurance Certificates. The signed agreement, and Insurance Certificates must be received, by the Town, within ten (10) days

11. Additional information may be obtained from Paul Schenkel, Commissioner of Public Works at (585) 248-6250. Informal and informational responses will not be binding on the Town. Formal requests for interpretations of these Requirements and Specifications must be made in writing to the Commissioner at least five (5) days before bid opening.

RESPONSIBLE BIDDER QUALIFICATIONS:

Bidders shall have had at least three (3) years of successful experience providing the services required by the Town. Bidders must be prepared, at the request of the Commissioner, to present satisfactory proof of capacity and ability to perform the services required by the Town. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and past performance of similar services. The Town reserves the right to reject any bid where the bidder cannot satisfy the Town as to ability to perform.

EXECUTION OF AGREEMENT:

Within ten (10) days after written notice has been given to the successful bidder (hereafter "Contractor") that the agreement has been awarded, the Contractor shall execute an agreement incorporating all of the terms, conditions of these "Bid Requirements and Specifications" and the "Bid Sheet" submitted by the Contractor, together with any and all required performance bond and insurance certificates. In the event that the Contractor shall fail to complete the above, the Contractor's bid will be deemed withdrawn and the bid security forfeited to the Town.

AGREEMENT DURATION, EXTENSION AND ASSIGNMENT:

The agreement shall be in effect from the date of execution through July 31, 2026. Services by the Contractor will commence upon execution of agreement. The agreement may not be assigned or sublet, without the express written consent of the Town.

SAFETY, INDEMNITY AND INSURANCE:

The Contractor shall render performance in a manner such that all persons and property are protected at all times. The Town specifically reserves the right to suspend or terminate (at the Town's option) all performance under this agreement in the event that the Contractor and/or the Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, Town employees or members of the public. This reservation of rights by the Town in no way obligates the Town to inspect the safety practices of the Contractor.

The Contractor shall protect, indemnify and hold harmless, including payment for all attorney's fees and court costs, the Town, its officers, agents, and/or employees, from any liability, cost, loss or damage on account of any injury to person or property or both, arising from the Contractor's performance. The Contractor shall defend, at the Contractor's own expense, all

suits which may be brought to recover damages arising from the Contractor's performance, including any and all suits or actions brought against the Town, its officers, agents, and/or employees.

At all times during the life of the agreement, the Contractor shall procure and maintain insurance, at the Contractor's expense, for liability for damages, costs and/or claims with insurance companies authorized to do business in New York State, such policies to embrace all operations performed under the Agreement by the Contractor. More particularly, the Contractor shall procure and maintain the kind and amounts of insurance as follows:

1. WORKERS' COMPENSATION INSURANCE: As required by New York State law.
2. MOTOR VEHICLE LIABILITY INSURANCE: Each policy shall cover the Contractor and the Town of Pittsford, as "additional insured", with a combined single limit of not less than \$1,000,000.00.
3. COMPREHENSIVE GENERAL LIABILITY POLICY: Each policy shall cover the Contractor and the Town of Pittsford, as "additional insured", with limits not less than \$1,000,000.00 for each occurrence; \$1,000,000.00 personal injury; and \$2,000,000.00, general aggregate.
4. UMBRELLA POLICY: Each policy shall cover the Contractor and the Town of Pittsford, as "additional insured", with coverage of at least \$1,000,000.00

At the time of the execution of the agreement, the Contractor shall furnish to the Commissioner "Certificates of Insurance", in a form satisfactory to the Commissioner, showing proof of the above insurance requirements, which Certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the Commissioner.

Force Majeure - Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, riots, changes in applicable laws or regulations and interpretations thereof, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, the affected party shall be excused from performance during the occurrence of such events. Contractor shall be entitled to an equitable adjustment in price in the event of the occurrence of a Force Majeure Event that increase the cost of performing its obligations under this Agreement, provided that if the Force Majeure delays performance for longer than thirty (30) days, the Town shall be entitled to seek replacement service from another Contractor for the term of the Force Majeure.

OTHER LAWS:

The Contractor, and all employees acting under the direction of the Contractor, shall strictly comply with all federal, state and local laws and ordinances controlling or limiting in any way the actions of those engaged in the work (including their wages, hours, or benefits), shall be strictly complied with by the Contractor and all employees working under his direction. This shall also include Equal Employment Opportunity requirements, Article 8, and Section 220 of the New York State Labor Law. This is a New York State Department of Labor prevailing wage rate bid. Certified payrolls must be furnished by the Contractor to demonstrate compliance on a monthly basis, prior to payment.

PERFORMANCE PENALTIES

The agreement between the Contractor and the Town may be terminated for the material breach of any term by the Contractor. Further, the Contractor shall be liable for all loss, costs, and/or damages of the Town, including reasonable attorney's fees, resulting from any litigation arising hereunder. If the Contractor fails to perform work as specified herein, the Town may provide notice to the Contractor, either in writing or by telephone, of the Contractor's failure to perform under the terms of the agreement. If such work is not completed by the Contractor in a satisfactory manner, as determined solely by the Town, within three (3) calendar days, the Town may, at its sole discretion, terminate the agreement or the Town may perform the necessary work and charge back all expenses of such work to the Contractor. If the Town performs such work or if the contract is terminated, the Contractor shall be responsible for any and all costs allowed by law, including reasonable attorney's fees, incurred by the Town until such time as a replacement contractor can be procured. Contractor agrees that any payment due to the Contractor at the time of the termination may be held in escrow by the Town for a period of 90 days to cover such costs.

The Contractor, upon acceptance of the Agreement, will issue to the Town a Performance Bond or irrevocable letter of credit equaling the cost of the contract and to be in effect for the entire term of the contract.

If the Contractor is terminated for failing to perform under the agreement, the Contractor will be deemed unqualified and ineligible to bid on any Town Refuse District services contracts for a period of three (3) years following the termination date of the agreement.

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Divisions 01 Specification Sheets, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Site condition reports. General coordination procedures.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: At intervals indicated by Town's Project Manager, but not exceeding a two (2) week period.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Material Location Reports: Submit at weekly intervals.
- F. Site Condition Reports: Submit at time of discovery of differing conditions.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Town's Project Manager.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Coordination Drawings production and review.

4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 5. Startup, Testing & Balancing Time: Include no fewer than 15 days for startup and testing.
Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date.
 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date.
 6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Coordination Drawings
 - e. Mockups.
 - f. Fabrication.
 - g. Sample testing.

- h. Deliveries.
 - i. Preinstallation conference dates
 - j. Installation.
 - k. Tests and inspections.
 - l. Adjusting.
 - m. Curing.
 - n. Building flush-out.
 - o. Startup and placement into final use and operation.
 - p. Authority having Jurisdiction Inspections.
8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
 - b. Temporary enclosure and space conditioning.
 - c. Permanent space enclosure.
 - d. Completion of mechanical installation.
 - e. Completion of electrical installation.
 - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Regulatory Inspections, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
- 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 5 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 7 days of date established for the Notice of Award. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. Condition of material stored on site.
 - 7. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 8. Accidents.
 - 9. Meetings and significant decisions.
 - 10. Unusual events (see special reports).
 - 11. Stoppages, delays, shortages, and losses.
 - 12. Meter readings and similar recordings.
 - 13. Emergency procedures.
 - 14. Cleaning and trash removal activities.
 - 15. Orders and requests of authorities having jurisdiction.
 - 16. Change Orders received and implemented.
 - 17. Construction Change Directives received and implemented.
 - 18. Construction Claims
 - 19. Services connected and disconnected.
 - 20. Equipment or system tests and startups.
 - 21. Partial completions and occupancies.
 - 22. Substantial Completions authorized.
- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to the Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
 - 1. Material stored prior to previous report and remaining in storage.

2. Material stored prior to previous report and since removed from storage and installed.
 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At intervals indicated by Town's Project Manager, but not exceeding a two (2) week period, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Consultant, Town's Project Manager, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.

When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Product Data.
3. Miscellaneous record submittals.
4. GIS Attribute Data.

B. Related Requirements

1. Section 017700 – Close out Procedures.
2. Section 017823 – Operations and Maintenance Data.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Consultant will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - 3) Provide additional information as requested by Consultant and Town Project Manager.

B. Record Product Data: Submit one paper copy and annotated PDF electronic files and directories of each submittal.

C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy and annotated PDF electronic files and directories of each submittal.

D. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS & AS BUILT SHOP DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings established in the field.
 - b. Revisions to details shown on Drawings established in the field.
 - c. Depths of foundations below first floor established in the field.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Consultant's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" or "PROJECT AS BUILT" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Identification: As follows:
 - a. Project name.
 - b. Town's project number.
 - c. Date.
 - d. Designation "PROJECT RECORD DRAWINGS."
 - e. Name of Consultant.

- f. Name of Contractor.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy and scanned PDF electronic file(s) of marked-up paper copy of Product Data.
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy and scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Consultant's reference during normal working hours.
- C. Comply with Section 017700 "Closeout Procedures" for schedule for submitting Project Record Documents.

BID SHEET

STATE STREET MEDIAN FOR THE TOWN OF PITTSFORD

The undersigned Bidder hereby submits a bid price for Installation of the State Street Median, in accordance with the Town of Pittsford "Bid Requirements and Specifications", as follows:

Price for Installation of the State Street Median (In Words) \$ _____ (In Figures)

Print Name of Bidder

Telephone Number of Bidder

Print Name & Title of Signer

Signature

Date

NOTICE: Any deviations from the "Bid Requirements and Specifications" must be completely outlined on the reverse side of this sheet. Failure to comply with the format of this Bid Sheet and/or the "Bid Requirements and Specifications" may result in rejection of the bid. The Town of Pittsford reserves the right to reject any or all bids for non-compliance and/or waive informalities. A Non-Collusive Bidding Certificate must accompany all bids. Prices bid are in full consideration for all work as described in the "Bid Requirements and Specifications."

NON – COLLUSIVE BIDDING CERTIFICATE

State Street Median Bid

As required by §103-d of the General Municipal Law of the State of New York, the bidder certifies that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Print Name of Bidder

Authorized Signature

Date

NOTE: Where a bid on behalf of a corporation contains this certification, it shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certification as to non-collusion as the act and deed of the corporation.



PROJECT: Pittsford Median Design
LOCATION: Pittsford, NY 14534
CLIENT: Town of Pittsford

Project No.: 20243925.0001
Date: 10/30/2025
Created By: LAW

ENGINEER'S QUANTITY
ESTIMATE

LETTER / ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT
201.06	CLEARING AND GRUBBING	1	LS
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	141	CY
206.0201	TRENCH AND CULVERT EXCAVATION	47	CY
207.21	GEOTEXTILE SEPARATION	510	SY
209.2301	SEDIMENT FILTER LOG - 12" TEMPORARY	21	LF
304.12	SUBBASE COURSE, TYPE 2	118	CY
404.0189	TRUING & LEVELING F9, ASPHALT, 80 SERIES COMPACTION	16	TON
404.0982	9.5 F2 TOP COURSE ASPHALT, 80 SERIES COMPACTION	407	TON
404.1989	19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION	65	TON
404.3789	37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION	110	TON
407.0102	DILUTED TACK COAT	660	GAL
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	2060.00	LF
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	4829.00	SY
520.09000010	SAW CUTTING ASPHALT CONCRETE	2060.00	LF
603.0101	CULVERT-END SAFETY GRATE	1.00	SF
603.171116	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 15 INCH DIAMETER, 16 GAUGE	2	EA
603.9815	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 15 INCH DIAMETER	22	LF
603.9818	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 18 INCH DIAMETER	32	LF
604.302122	RECTANGULAR DRAINAGE STRUCTURE TYPE U FOR #22 WELDED FRAME	1	LF
605.9815	SMOOTH INTERIOR PERFORATED CORRUGATED POLYETHYLENE UNDERDRAIN PIPE, 15 INCH DIAMETER	34	LF
607.41010010	TEMPORARY PLASTIC BARRIER FENCE	266	LF
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	3	CY
608.020102	ASPHALT SIDEWALKS, DRIVEWAYS, AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS	0.4	TON
608.03	BRICK PAVED SIDEWALK AND DRIVEWAYS (SAND SETTING BED)	44	SY
608.21000003	CAST IRON EMBEDDED DETECTABLE WARNING UNITS	6	SY
609.0403	CAST-IN-PLACE CONCRETE CURB TYPE M6	475	LF
611.1605	TURF ESTABLISHMENT PERFORMANCE	67	CY
610.19	WATERING VEGETATION	0.012	MGAL
611.0151	PLANTING - MAJOR DECIDUOUS TREES - 2 INCH CALIPER BALL & BURLAP, FIELD POTTED OR FIELD BOXED	10	EA
611.0442	PLANTING - DECIDUOUS SHRUBS - 24 INCH HEIGHT/SPREAD CONTAINER OR BOX GROWTH	32	EA
611.0711	PLANTING - HERBACEOUS PLANTS - AS SPECIFIED CONTAINER GROWN	21	EA
611.19010024	POST PLANTING CARE WITH REPLACEMENT - MAJOR DECIDUOUS TREES	10	EA
611.19040024	POST PLANTING CARE WITH REPLACEMENT - MAJOR DECIDUOUS SHRUBS	32	EA
611.1907002	POST PLANTING CARE WITH REPLACEMENT - HERBACEOUS PLANTS	21	EA
619.01	BASIC WORK ZONE TRAFFIC CONTROL	1	LS
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF, WITH Z-BARS	29	SF
645.81	TYPE A SIGN POSTS	8	EA
647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)	4	EA
655.0903	PARALLEL BAR FRAME 12 PCB & PARALLEL BAR GRATE 12 PCB	1	EA
685.1102	WHITTY EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MIL	1930	LF
685.1202	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MIL	3120	LF
685.3104	WHITE EPOXY REFLECTORIZED PAVEMENT SPECIAL STRIPES - 20 MIL PORTABLE/HAND APPLICATION	10	LF
685.34040000	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MIL PORTABLE/ HAND APPLICATION	1	EA



Department of
Transportation

Form PERM 33 (September 2023) Highway Work Permit Application for Non-Utility Work

Instructions and Form

(For Commercial Driveways, use Form PERM 33-COM)

INSTRUCTIONS FOR COMPLETING THE APPLICATION

FRONT OF APPLICATION

Three (3) copies of the entire application, work plans and all other supporting documents must be submitted. At the time of application, certain information relative to fees and deposits may be contingent upon determinations to be made by the Department. In such cases, the information may be left blank and remittance withheld until a determination is made.

Please complete the following:

- Permittee name, address, phone and email address. Provide joint applicant contact information, if appropriate. If there are additional applicants, attach contact information on a separate sheet.
- Name and phone number(s) of emergency contact person.
- If permit is to be returned to someone other than the applicant, complete this section.
- If the guarantee deposit or bond is to be returned to someone other than applicant, complete this section.
- Estimate the cost of work being performed in the state highway right-of-way and provide this figure.
- Indicate anticipated duration of work to be performed with starting date and ending date.
- Indicate the form of insurance coverage to be provided.
- Give a brief description of the work that is proposed to be done under this permit.
- Indicate whether any overhead and/or underground work (5 foot or greater depth) is included in the proposed work.
- Plans and specifications should accompany this application for any work that involves construction within the state highway right-of-way. Place a check mark on the lines for plans and specifications if they are attached to this application.
- Location of the project should be identified by State Route, highway reference marker(s), and the municipality and county in which work area is located.
- In regard to State Environmental Quality Review (SEQR), indicate the type of action, the name of the Lead Agency, and what date the final determination was made, if available.
- Signature of applicant and date.
- Signature of second applicant, if any, and date.

BACK OF APPLICATION

- Check type of work that will be performed.
- In the appropriate column, indicate total amount of permit fees (Include insurance fee for residential work)
- Indicate type of performance security provided (bond, deposit, letter of credit), if required.
- Indicate check number of deposit or bond number.

RESPONSIBILITIES OF PERMITTEE PURSUANT TO NON-UTILITY HIGHWAY WORK PERMITS

NOTE: FAILURE TO OBTAIN A PERMIT OR FAILURE TO COMPLY WITH THE TERMS OF A PERMIT MAY RESULT IN THE DEPARTMENT HALTING THE ACTIVITY FOR WHICH A PERMIT IS REQUIRED UNTIL ADEQUATE CORRECTIONS HAVE BEEN MADE.

1. LIMITATIONS ON USE: The specific site identified in this Highway Work Permit, and only that site identified, will be available for use by Permittee only for the purpose stated in this Permit and only on the date(s) and for the duration designated in this permit. This Permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of NYSDOT and is transferable and assignable only with the written consent of the Commissioner of Transportation. The Commissioner reserves the right to modify fees and to revoke or annul the Permit at any time, at his/her discretion without a hearing or the necessity of showing cause.

2. CONDITIONS OF USE: NYSDOT makes no affirmation that the state-owned site used for the work has been designed, constructed, or maintained for the purpose of the conduct of the work. The Permittee assumes full responsibility for planning and conducting a safe and orderly project that does not expose workers or the public to any unreasonable hazards and that involves a minimal disruption of the normal uses of the state and local highway systems. It shall be the sole obligation of the Permittee to determine whether the site is suitable for the purpose of safely conducting the work. The Permittee assumes all responsibility for assuring that the use of the highway/property conforms to applicable requirements of law, including, but not limited to those set forth herein.

Permittee agrees to assure compliance with New York Labor Law, industrial regulations, and OSHA regulations, and to assure the safety of all workers who will be engaged to do the permitted work.

3. INSURANCE COVERAGE: Permittee must have the insurance that is required for the type and extent of the work being performed.

Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance automatically terminates the permit.

To comply with this requirement, an applicant must furnish the Department with one of the following:

- A completed **Certificate of Insurance** evidencing the required types and limits of insurance coverage, with New York State Department of Transportation named as an additional insured on the commercial general liability policy. An industry standard **ACORD 25** form with an **ACORD 855** Addendum is acceptable evidence of the required coverage. Certificate Holder should be indicated as New York State Department of Transportation, with the address of the issuing office.
- A fully executed **Undertaking Agreement** may be provided by Municipalities, Public Utilities, Transportation Corporations, Public Service Corporations or Railroads, as an alternative to providing proof of commercial general liability the insurance.
- **Homeowners** applying for a residential work permit (driveways, improvements or tree work) and performing their own work have the option to pay a **\$25 Insurance Fee**, and waive the requirement to provide insurance coverage. Any contractor doing work on the homeowner's behalf must be listed on the permit and provide satisfactory proof of insurance as set forth below.

See "PERM 33 Submission Package Requirements" on page 4 for more detailed guidance on insurance coverage.

4. COMPENSATION AND DISABILITY INSURANCE COVERAGE: Permittee is required to have compensation insurance and disability coverage as noted in the provisions of the Worker's Compensation Law and Acts amendatory thereof for the entire period of the permit, or the permit will be invalid. Applicant must provide proof of coverage (Form C-105.2, U-26.3 or SI-12 for Worker's Compensation, and DB-120.1 or DB-155 for Disability Benefits), or provide proof of exemption from this requirement (Form CE-200).

5. INDEMNIFICATION: Permittee agrees that, in addition to any protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations; whether undertaken by Permittee's own forces or by contractor or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, in any way associated with the Permittee's activities or operations, no matter how caused.

6. NOTIFICATION: The following should be notified at the appropriate time as shown below:

- Commissioner of Transportation, through the NYSDOT regional office, one week prior to commencing work.
- Area gas distributors, 72 hours prior to any blasting.
- Utility companies with facilities in work areas, before starting work (in accordance with Industrial Code 53).
- Permission from utility company must be obtained before commencing work affecting the utilities' facilities.
- NYSDOT regional signal maintenance shop, 3 days prior to starting work (traffic signal work).
- NYSDOT regional office, at conclusion of work, and return original copy of permit to Resident Engineer.

NOTIFICATION FOR ANNUAL PERMITS: Notify by phone, the Regional or Resident Engineer's Office, one week in advance, each time regular maintenance work is to be performed. In emergencies, notification by phone, fax or email should be made as soon as is practical, no later than the next business day.

7. SITE CARE AND RESTORATION: A bond, deposit (bank cashier's check), or a Letter of Credit, in an amount designated by the Department of Transportation, may be required before a permit is issued, in order to guarantee restoration of the site to its original condition. A fully executed Undertaking Agreement may be accepted as an alternative security, where applicable. If the Department is obliged to restore the site to its original condition, the costs to the Department will be deducted from the amount of the permittee's deposit at the conclusion of the work. Costs in excess of the bond/deposit on file will be billed directly to the permittee. If permittee posts a Letter of Credit, the Department may elect to have a contractor restore the site, and issue a draft drawn against the Letter of Credit as payment.

- Anyone working within state highway right-of-way must wear **high visibility apparel** and **hard hat** meeting ANSI Class 2 requirements.
- No unnecessary obstruction is to be left on the pavement or the state highway right-of-way, or in such a position as to block warning signs during non-working hours.
- No work shall be done to obstruct drainage or divert creeks, water courses or sluices onto the state highway right-of-way.
- All false work must be removed and all excavations must be filled in and restored to the satisfaction of the Regional Maintenance Engineer.

8. COSTS INCURRED BY ISSUANCE OF THIS PERMIT: All costs beyond the limits of any liability insurance, surety deposits, etc. are the responsibility of the permittee. The State shall be held free of any costs incurred by the issuance of this permit, direct or indirect.

9. SUBMITTING WORK PLANS: The applicant will submit three (3) copies of work plans and/or maps as required by the Department. This shall include (but not limited to) such details as: measurements of driveways with relation to nearest property corner; location of existing and proposed poles, guide rail, signal equipment, trees or drainage structures; positions of guys supporting poles; a schedule of the number of poles and feet of excavation necessary for completion of work on the State right-of-way. A description of the proposed method of construction will be included.

- Plan work with future adjustments in mind, as any relocation, replacement or removal of the installation authorized by this permit and made necessary by future highway maintenance, reconstruction or new construction, will be the responsibility of the permittee.
- Driveway plans should be prepared in accordance with NYSDOT POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.
- The permittee must coordinate the work with any State construction being conducted.

10. TRAFFIC MAINTENANCE: A plan detailing how the permittee intends to maintain and protect traffic shall be submitted with work plans. Traffic shall be maintained on the highway in a safe manner during working and non-working hours until construction is completed. The permittee is responsible for traffic protection and maintenance, including adequate use of signs, barriers, and flag persons during working and non-working hours until construction is completed. All sketches will be stamped with "MAINTENANCE OF TRAFFIC SHALL BE IN CONFORMANCE WITH THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

11. COST OF INSPECTION AND SUPERVISION: Prior to issuance of the Highway Work Permit, the permittee may be required to sign an INSPECTION PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS (FORM PERM 50) agreeing to the payment of construction inspection charges, based on the number of work days involved. In certain cases, the permittee may also be required to sign a PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS DESIGN REVIEW (FORM PERM 51) agreeing to design review charges, based on the number of work hours in which Department employees were engaged in design review activity.

12. SCOPE:

- **Areas Covered:** Permits issued are for highways, bridges and culverts over which the New York State Department of Transportation has jurisdiction. (Local governments issue permits for highways under their jurisdiction.) Work locations must be approved by the Department.
- **Maintenance:** Unless noted otherwise, applicant shall be fully responsible for the maintenance of all items installed and/or altered as shown on the approved permit plans and documents. Property owners having access to a state highway shall be fully responsible for the maintenance of their driveway in accordance with POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.
- **Work Commencement:** The Permittee shall have a copy of the permit available at the site during the construction period. Work should start within 30 days from validation date of permit or said permit may be revoked.

13. REPORTING ACCIDENTS: Permittee is required to report any accidents that occur during the course of the permit work to their insurance company, and to provide the Department with a copy of any such report.

14. COMPLETION OF PROJECT: Upon completion of the work within the State highway right-of-way authorized by the work permit, the person and his or its successors in interest shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the Terms and Conditions of the Highway Work Permit.

PERM 33 Submission Package Requirements

Submit three (3) copies of the final submission package: Submission package must include the entire PERM 33 with all work plans and supporting documents, including the following (check all that apply):

	Stamped Final Plans – Submit in PDF file format on CD, with three (3) paper copies (1" = 50'), or as requested
	ACORD 25 - Certificate of Insurance, with NYSDOT named as Additional Insured (See line 3 below).
	ACORD 855 - New York Construction Certificate of Liability Insurance Addendum (See line 3 below).
	PERM 1, 2, 6 or 16 - Undertaking Agreement, if applicable (See line 4 below).
	PERM 36 - Attachment to Highway Work Permit – Consultant Inspection, if applicable
	PERM 44 - Surety Bond – Performance bond in Applicant's name, or deposit (Bank cashier's check required)
	PERM 50 – Inspection/Supervision Payment Agreement, if applicable
	Proof of Worker's Compensation Insurance (Form C-105.2, U-26.3 or SI-12), or proof of exemption (Form CE-200)
	Proof of Disability Benefits Coverage (Form DB-120.1 or DB-155), or proof of exemption (Form CE-200)
	Permit Fee (Include \$25 Insurance Fee for residential operations)
	Other (specify):

Insurance Requirements

- 1) In most cases, Permittee must provide proof of **Commercial General Liability** insurance coverage with limits of liability not less than **\$1,000,000** per claim/occurrence, unless any of the following circumstances exist, in which case the limits of liability shall not be less than **\$5,000,000** per claim/occurrence:
 - (a) The estimated value of permitted work in state right-of-way is \$250,000 or more (see line 6 below);
 - (b) The permitted work requires or includes the construction, alteration or maintenance of underground features at any depth five feet or more below grade;
 - (c) The permitted work requires or includes the construction, alteration or maintenance of overhead features that include, but are not limited to, traffic signals, overhead sign structures, retaining walls or other grade separation structures.
- 2) Exceptions to the above liability limits include: (a) Annual maintenance permits require limits of liability not less than \$5,000,000 per claim/occurrence; (b) Permits for vegetation control activities require limits of liability not less than \$1,000,000 per claim/occurrence; (c) Residential driveway permits require limits of liability not less than \$500,000 per claim/occurrence; and (d) Adopt-a-Highway permits are exempt.
- 3) **ACORD 25** with **ACORD 855** (New York Construction Addendum) shall be submitted as an acceptable proof of liability coverage. New York State Department of Transportation should be named as Additional Insured and as the Certificate Holder at the address of the issuing office.
- 4) Municipalities, public utilities, public authorities and railroads may elect to provide a fully executed Undertaking Agreement as a substitute for providing proof of insurance coverage, or any other financial security otherwise required.
- 5) Homeowners may pay a \$25 Insurance Fee in lieu of providing proof of insurance, however any contractor performing on behalf of a homeowner and who is named on the permit must provide proof of insurance as outlined above.
- 6) When the estimated cost of work being performed in the right-of-way equals or exceeds \$250,000, Permittee must additionally provide proof of a **Protective Liability (OCP)** insurance policy with a minimum liability limit of \$1,000,000 per occurrence, with New York State Department of Transportation as Named Insured.

Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance coverage automatically terminates the permit.

For more information on insurance requirements, go to: www.dot.ny.gov/permits-insurance

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION
HIGHWAY WORK PERMIT APPLICATION FOR NON-UTILITY WORK

Application is hereby made for a highway work permit:

Name Joshua Saxton

Address 242 W. Main Street Suite 100

City Rochester State NY Zip 14614

Applicant Phone (585) 325-1000

Applicant Email Address jsaxton@passero.com

Emergency Contact _____

Emergency Phone (_____) _____

RETURN PERMIT TO: (if different from Permittee)

Name _____

Address _____

City _____ State _____ Zip _____

For Joint application, name and address of Applicant 2 below:

Name Bill Smith, Town of Pittsford

Address 11 South Main Street

City Pittsford State NY Zip 14534

Applicant 2 Phone (_____) _____

Applicant 2 Email Address sbernard@townofpittsford.org

RETURN DEPOSIT/BOND TO: (if different from Permittee)

Name _____

Address _____

City _____ State _____ Zip _____

DESCRIPTION OF PROPOSED WORK: _____

Construction of a left turn lane on State Street onto Wood Creek Drive. The turn lane requires a taper, median with mountable curb, shoulder width extension, lane alignment, grading improvements, and other general improvements.

Estimated cost of work being performed in highway right-of-way: \$ \$309,638.06

Anticipated duration of work: From April 2025 to Sept. 2025 (applies to the operations indicated on the reverse side)

WILL OVERHEAD OR UNDERGROUND (5'+) OPERATIONS BE INVOLVED IN THE PROPOSED WORK? YES X NO _____

ATTACHED: Plans X Specifications _____

LOCATION: State Route: NY-31 Located Between Reference Markers 48 and 51

City/Town/Village of Pittsford County of Monroe

SEQR REVIEW (select one)

[] Type II [] Type I ☒ Unlisted LEAD AGENCY: _____ DATE OF DETERMINATION: _____

Insurance (check one): _____ General Liability Insurance X Undertaking _____ Insurance Fee (residential operations only)

NOTE: PERMIT IS ISSUED CONTINGENT UPON ALL LOCAL REQUIREMENTS BEING SATISFIED

ACKNOWLEDGMENT: ON BEHALF OF THE APPLICANT, I HEREBY REQUEST A HIGHWAY WORK PERMIT, AND DO ACKNOWLEDGE AND AGREE TO THE RESPONSIBILITIES OF PERMITTEE AND THE OTHER OBLIGATIONS SET FORTH IN THIS PERMIT AND WARRANT COMPLIANCE THEREWITH.

Applicant Signature 

Date 02/12/2025

Applicant 2 Signature _____

Date _____

Approval recommended by Resident Engineer _____

Res No _____ Date _____

Approved by Regional Traffic Engineer _____

Reg No _____ Date _____

Operational Type and Description		Permit Fee	Insurance Fee	Total Fees
DRIVEWAYS				
5a1	Residential Driveway (includes field entrances)	15	25	
5a6	Temporary access road or street	200		
For Commercial Driveways and subdivisions streets, use form PERM 33-COM				
IMPROVEMENTS				
5b1	Residential	15	25	
5b2a	Commercial- Sidewalk, curb paving, drainage, etc.	200		\$200
5b2b	Commercial – Grade, seed, improve land contour, clear brush	100		
5b2c	Commercial – Resurface existing road or driveway	50		
5b2d1	Annual resurfacing of roadways and driveways – PER COUNTY	150		
	Number of counties:			
5b2d2	Annual resurfacing of roadways and driveways – PER REGION	400		
TREE WORK				
5c1	Residential	15	25	
5c2a	Commercial removal or planting	25		
5c2b	Commercial pruning, applying chemicals to stumps	25		
5c3	Vegetation control for advertising signs – PER SIGN	150		
	Number of Signs:			
MISCELLANEOUS CONSTRUCTION AND WORK OPERATIONS				
5d1	Beautify ROW (civic groups only)	N/C		
5d2a	Temporary signs, banners, décor (not-for-profit organizations)	N/C		
5d2b	Temporary signs, banners, décor (Other organizations)	25		
5d3	Traffic control signals	500		
5d4	Warning and entrance signs	25		
5d5	Miscellaneous – Requiring substantial review (describe below)	400		
5d6	Miscellaneous (describe below)	25		
OTHER TYPES OF HIGHWAY WORK PERMITS				
6	Encroachment caused by DOT acquisition of property	25		
7a1	Compulsory permit required for demolition requested by DOT	N/C		
7a2	Compulsory permit required for moving requested by DOT	N/C		
7b	Improvement to meet Department standards	N/C		
8	Miscellaneous (describe below)	25		
9	Adopt-a-Highway	N/C		
Description of Miscellaneous Operation:				

PERFORMANCE SECURITY (Select one): Guarantee Deposit - Cash [] Performance Bond [] Letter of Credit [X]

Guarantee Deposit Amount: _____

Guarantee Deposit Check Number or Bond Number _____

(To be completed by NYSDOT issuing office)

Project Identification Number _____

Highway Work Permit No. _____

State Highway (SH) Number _____

Record ID Number _____

If the following section of NYS Labor Law applies to the work to be performed under this permit, the application for and acceptance of this permit constitute the applicant's/permittee's agreement confirming the payment of wages as required by such section has been contractually mandated.

New York Labor Law § 224-f.

Workers on excavations.

[Effective September 15, 2023]

1. For the purposes of this section:

a. “Covered excavation project” shall mean construction work for which a permit may be issued to a contractor or subcontractor of a utility company by the state, a county or a municipality to use, excavate, or open a street. A “covered excavation project” shall exclude construction work for which a permit may be issued to a service provided as defined by subdivision twenty-three of section one thousand twenty-b of the public authorities’ law.

b. “Department of jurisdiction” shall mean the department of the state, board or officer in the state, or municipal corporation or commission or board appointed pursuant to law, whose duty it is to issue a permit to a utility company, or its contractors or subcontractors, for a covered excavation project.

c. “Fiscal officer” shall mean the commissioner; except for covered excavation projects performed pursuant to a permit issued by a city with a population in excess of one million in which case the “fiscal officer” shall be the comptroller or other analogous officer of such city.

d. “Utility company” shall have the same meaning as subdivision twenty-three of section two of the public service law.

2. Each contractor or subcontractor to a utility company shall be required to pay not less than the prevailing rate of wage in the same trade or occupation in the locality within the state where such covered excavation project is situated to each laborer, worker, or mechanic in the employ of the contractor or subcontractor to a utility company, performing work on the project in accordance with sections two hundred twenty and two hundred twenty-b of this article. No permit shall be issued for a covered excavation project until an agreement confirming the payment of wages as required by this section has been contractually mandated and filed with the department of jurisdiction, and all permits issued after the effective date of this section shall include therein a copy of this section.

3. The enforcement of any covered excavation project pursuant to this section shall be subject to the requirements of sections two hundred twenty, two hundred twenty-a, two hundred twenty-b, two hundred twenty-three and two hundred twenty-four-b of this article and section two hundred twenty-seven of this chapter and within the jurisdiction of the fiscal officer; provided, however, nothing contained in this section shall be deemed to construe any covered excavation project as otherwise being considered public work pursuant to this article.

4. The fiscal officer may issue rules and regulations governing the provisions of this section. Any violation of this section shall be grounds for determinations and orders pursuant to section two hundred twenty-b of this article.



NEW YORK STATE
DEPARTMENT OF TRANSPORTATION

**SPECIAL CONDITIONS FOR
COMMERCIAL-MAJOR NON-UTILITY HIGHWAY WORK PERMITS**

In addition to any other requirements set forth in a commercial-major non-utility highway work permit with estimated costs of \$250,000 or greater, the following special conditions shall be met. Failure to adhere to these conditions will result in the permit being null and void and a stop work order being issued.

1. Prevailing wage and supplement requirements of Article 8 of the Labor Law shall be complied with by the permittee as if the work were being performed by the New York State Department of Transportation. The permittee shall request, through the New York State Department of Transportation, that prevailing wage and supplement determination(s) be made for such work. All provisions of the Labor Law relating to monitoring, compliance, and enforcement of prevailing wage and supplement rates shall be applicable as if the work were being performed by or for the New York State Department of Transportation.
2. Any contract(s) for such work within the State highway right-of-way and/or any area that is proposed to be incorporated in the State highway right-of-way at a future date shall be publicly advertised and competitively bid and such work shall be awarded only to a responsible contractor(s) which can demonstrate the ability to comply with practices necessary to assure the safety of the traveling public and the workmanship, quality and durability of the work to be performed as if such work were being performed by or for the New York State Department of Transportation.