



Dear Adopt-A-Highway applicant,

Thank you for your commitment to NYSDOT's Adopt-A-Highway program. With your help we aim to keep our roads clean, beautiful and enjoyable for everyone! Within this packet you will find the necessary forms to apply and maintain your Adopt-A-Highway Agreement.

Please fill out, sign and return the following to your county residency contact on page 7 of this document:

- Data Sheet
- Adopt-A-Highway Agreement
- Highway Work Permit (PERM 33) application
- Safety Signature Sheet **at each cleanup occurrence**
- Statutory Limit Sheet **for each participant**
- Adopt-A-Highway Renewal Agreement **every two years if you would like to renew your contract**

Workers' Compensation Insurance form or exemption certificate shall be provided for the duration of the Adopt-A-Highway contract. Please make and retain a copy of all documents for your record. At the end of this two year agreement, if you would like to renew your Adopt-A-Highway Agreement, please see document listed above.

Thank you again for helping to make the Adopt-A-Highway program in our area a success!

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ADOPT-A-HIGHWAY AGREEMENT

The New York State Department of Transportation, having a regional office at 44 Hawley Street Binghamton, New York 13901, hereafter called the “Department” and the Organization known as the following and using the mailing address of:

Hereafter called the “Group”, recognize the need for and desirability of a more attractive and litter-free state highway right-of-way segment as described in the Highway Work Permit, hereafter known as the segment, and are entering into this Agreement to enable the Group to contribute toward the effort of maintaining the appearance for the “segment”. By signing this document, the Group acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

- No work of any nature will be performed on the pavement or shoulders of the traveled way.
- No participants’ vehicles may be parked on the travel lanes or shoulders of a highway.
- Activities permitted, which must be pre approved by the department, are of a roadside maintenance nature including, but not limited to: litter pickup, mowing, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the Regional Director.
- The Group will organize and supervise all activities.
- The Group will organize and conduct a safety briefing. Each day that work is done in the adopted area, a designated safety person must review the safety checklist (on page 10) and have participants sign the safety signature sheet. The designated safety person’s sole responsibility must be assuring the safety of the workers and the traveling public.

The Department will provide a representative to present the safety briefing for the first meeting and after that a designated person from the Group will conduct such briefings.

→ All participants must attend the safety briefing before participating in the field activity.

The briefings should be held on-site to ensure that all participants are in attendance.

→ Participants must wear Department approved vests and protective head gear which can be provided if necessary. The Group may provide to itself, Department approved safety gear. The Group will pick up supplies and materials from the Residency during normal working hours.

→ Each time a clean-up is scheduled, the Group must contact the appropriate residency to alert the Department and obtain safety gear. Residency contacts can be found on page 7 of this document.

→ The Department will provide for disposal of collected waste from locations specified in the permit.

→ The Group will conduct activities at a frequency which will enhance the attainment of the goal which is to provide a roadside beautification along the adopted segment. The Group agrees to perform at least four (4) trash pickups each year.

→ The Group will obtain a Highway Work Permit from the Resident Engineer. The Department will waive the permit fee and each group participant (or parent / guardian if participant is 12 to 18 years old) will sign and date the Acknowledgement of Statutory Limit on Liability found in S14(29) of the Transportation Law, to be kept on file in the Residency for the duration of the Highway Work Permit.

→ By signing the Highway Work Permit the following will cover and indemnify the state of New York for any liability while on NYSDOT Right of Way:

- 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.

- The Department will publicize the execution of this Agreement and will highlight it at various periods thereafter.
- The Department will furnish and erect Adopt-A-Highway signs at the beginning of each adopted highway segment, or in each adopted rest area or scenic overlook.
- This Agreement shall be for a two (2) year period commencing on _____ (starting date) and terminating on _____ (ending date).

Notwithstanding any other provision of this Agreement, if in the sole judgment of the Department, it is determined that the Group or organization is not meeting the terms and conditions of this Agreement, upon 30 days notice, or summarily if based upon unsafe activity, the Department may terminate this Agreement as otherwise provided herein, and take such other action as it deems appropriate.

The Department recognizes the Group as the adopting organization for the segment, and the Group accepts the responsibility of picking up litter on the adopted facility and of promoting a litter-free environment in the community for the term of this Agreement.

The relationship of the Group to the Department arising out of this agreement shall be that of an independent contractor. Any and all members or employees of the Group under this agreement, shall be considered agents of the Group, and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said employees while so engaged, and any act or omission on the part of the Group employees while so engaged in any of the work or services provided or rendered herein, shall be the sole obligation and responsibility of the Group. The Group shall secure Workers' Compensation Insurance, for the benefit of, and to

keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Workers' Compensation Law.

Attached hereto and made part hereof is Appendix A, Standard Clauses for All New York State Contracts.

Name of Group / Organization

Resident Engineer Signature

Signature of Organization Leader

Authorized Signature
(DOT Regional Office)

Organization Leader (NAME) (please print)

Org. Adopt-A-Highway Coordinator's Name (print)

Org. Coordinator's E-mail Address
(optional)

Organization Coordinator's Address

Org. Coordinator's Daytime Phone

Org. Coordinator's Evening Phone

ADOPT-A-HIGHWAY DATA SHEET

Group Name: _____

Address: _____

1st Contact Person:

2nd Contact Person:

Name: _____

Name: _____

Address: _____

Address: _____

Daytime Phone: _____

Daytime Phone: _____

Evening Phone: _____

Evening Phone: _____

SITE LOCATIONS: (Include: A Route Number or highway name, nearest cross streets, mile markers (if known), and closest land marks, etc.)

County: _____ Township: _____

DOT Highway Maintenance Area: _____

Route Number: _____ Name: _____

Highway Reference Marker: _____

Dates of Commitments: _____

Signature of Contact: _____

Please sign and mail back to the residency in your county. All residencies are listed on the next page.

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Region 9 Residencies

COUNTY / ADOPT-A-HIGHWAY CONTACT	LOCATION	MAILING ADDRESS	PHONE # FAX #
Broome County Tom Laskowski, ARE	112 Barlow Rd Binghamton, NY 13904	112 Barlow Rd Binghamton, NY 13904	607-775-0522 Fax – 607-775-3801
Chenango County Tom Smith, ARE	4480 State Highway 12 Oxford, NY 13830	4480 State Highway 12 Oxford, NY 13830	607-843-6884 Fax – 607-843-6451
Delaware South Ron Torres, ARE	80 Golf Course Rd. Hancock, NY 13783	PO Box 717 Hancock, NY 13783	607-637-3451 Fax – 607-637-3455
Otsego County Jerry Murello, ARE	4359 State Highway 7 Oneonta, NY 13820	PO Box 647 Oneonta, NY 13820	607-432-5810 Fax – 607-433-1565
Schoharie County Delaware North Rob Pacatte, ARE	310 Mineral Springs Rd Cobleskill, NY 12043	310 Mineral Springs Rd Cobleskill, NY 12043	518-234-3411 Fax – 518-234-7179
Sullivan County Paul Hahn, ARE	165 East Broadway Monticello, NY 12701	165 East Broadway Monticello, NY 12701	845-794-7450 Fax – 845-794-2374
Tioga County Jon VanVleet, ARE	1497 State Route 96 Owego, NY 13827	1497 State Route 96 Owego, NY 13827	607-687-3730 Fax – 607-687-4752

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Group Name

Date

SAFETY SIGNATURE SHEET

(TO BE SIGNED BY ALL PARTICIPANTS BEFORE ACTIVITY BEGINS)

As a participant in the Adopt-A-Highway Program along Route _____, I have been briefed on the potentially hazardous nature of the work. A list of safety points has been covered. I understand the importance of safety on the job and will take appropriate precautions.

Signature: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Safety Briefer: _____

Date: _____

SAFETY CHECKLIST

- ✓ NO HORSEPLAY!
- ✓ Workers will wear a hard hat, proper footwear, long pants, gloves and a safety vest or orange shirt for the duration of the activity.
- ✓ Stay well away from pavement areas and traffic.
- ✓ No vehicles should stop or park on roadways or roadway shoulders.
- ✓ Do not pick up anything that could be hazardous to your health. This includes, but is not limited to, needles, jagged glass or other sharp objects, animal carcasses and heavy objects. If in doubt, contact DOT.
- ✓ Ensure children 12-18 years old are supervised – 1 supervisor for every 6 children.
- ✓ Children should not operate power mowing or grass trimming equipment.
- ✓ Wear eye protection when operating, or in close proximity to, power equipment such as mowers or grass trimmers. Other workers should stay clear of mowing and trimming operations.
- ✓ Proper hearing protection shall be worn when appropriate.
- ✓ No activity, including the operation of mowing equipment, shall be done on the roadway surface or shoulders.
- ✓ When mowing adjacent to pavement, grass or debris shall not be thrown on the pavement or into traffic.
- ✓ No activity that will compromise your safety or distract motorists shall be done.
- ✓ Groups should have a first aid kit and transportation available for the group at all times in case of emergency.
- ✓ Someone in the group should be familiar with CPR techniques in case of emergency.
- ✓ Avoid overexertion and make arrangements to provide drinking water in hot weather.
- ✓ Be sure that areas to be mowed are clear of debris such as rocks, glass, etc.
- ✓ Do not walk on guiderail(s).
- ✓ Stay off the underside of overhead bridge structures.
- ✓ Do not lean over bridge railings.
- ✓ No crossing of pavement when traffic would have to slow down to accommodate the crossing shall be done.
- ✓ When working close to the roadway, always have one person watching traffic; work shall progress facing traffic.
- ✓ Stop working in inclement weather.

**** Remember, you are working in a dangerous environment, a public highway! ****

****No work will begin until ALL signs and cones are in place****

ADOPT-A-HIGHWAY AGREEMENT

ACKNOWLEDGEMENT OF STATUTORY LIMIT ON LIABILITY

The undersigned hereby acknowledges and understands that Transportation Law Section 14(29) provides as follows:

“Notwithstanding any inconsistent provision of law the State and its employees shall not be liable for damages suffered by any person resulting from the action of activities of such volunteers or groups”

Print name of participant

Adult participant or Parent/Guardian signature**

Name of adopting group

** Parent/legal guardian signature required for participation of persons younger than 18 years of age**

This form is to be made out by participants on the first day of activity. If we already have a form on file for a participant, it does not need to be completed again.

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TWO YEAR RENEWAL AGREEMENT FOR THE ADOPT-A-HIGHWAY PROGRAM / HIGHWAY WORK PERMIT

Please provide the following:

Group: _____

Please provide name as stated on original Adopt-A-Highway Agreement

Contact person available for the duration of this renewal agreement:

Name: _____

Phone: _____

Address: _____

E-mail (optional): _____

Signature / Date : _____

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Form PERM 33 (July 2015) 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 NYS DOT 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:

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

Name
Address
City State Zip
Applicant Phone ()
Applicant Email Address
Emergency Contact
Emergency Phone ()

Name
Address
City State Zip
Applicant 2 Phone ()
Applicant 2 Email Address

RETURN PERMIT TO: (if different from Permittee)

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

Name
Address
City State Zip

Name
Address
City State Zip

DESCRIPTION OF PROPOSED WORK:

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

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

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

ATTACHED: Plans Specifications

LOCATION: State Route: Located Between Reference Markers and

City/Town/Village of County of

SEQR REVIEW (select one)

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

Insurance (check one): General Liability Insurance 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

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		
<i>For Commercial Driveways and subdivisions streets, use form PERM 33-COM</i>				
IMPROVEMENTS				
5b1	Residential	15	25	
5b2a	Commercial- Sidewalk, curb paving, drainage, etc.	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 (exempt from insurance requirement)	N/C		
Description of Miscellaneous Operation:				

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

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 _____