

**NEW YORK STATE THRUWAY AUTHORITY
DEPARTMENT OF ENGINEERING**

**ALBANY, NY
AUGUST 28, 2026**

**AMENDMENT NO. 1
TO**

**CONTRACT TAB 26-6R
D215074
SAFETY IMPROVEMENTS AND MISCELLANEOUS WORK
ON I-90 FROM MP 351.40 TO MP 378.20
IN THE BUFFALO DIVISION
OF THE NEW YORK STATE THRUWAY
IN ONTARIO, MONROE, AND GENESEE COUNTIES**

**IN THE LETTING OF
SEPTEMBER 16, 2026**

NOTE: This amendment shall be attached to and become a part of the Proposal for Contract TAB 26-6R.

NOTICE

For Electronic Bidders, the estimate in BidX will automatically account for any necessary item changes (deletions, changes in quantities, or additions) that this Amendment may describe as being required regarding the project's estimated cost. Instructions to make physical changes to the Project Proposal's bid sheets are intended for "paper" Bidders who choose to submit bids via paper.

Questions and Answers for this project are available from the Authority's website, specifically at: http://www.thruway.ny.gov/netdata/contractors/documents/d215074a_tab26-6r_questions-and-answers-08-27-2026.pdf. This document may be updated periodically without formal issuance of an Amendment. Prospective bidders are advised to revisit this link weekly and before proposals are due, for any possible additional questions and answers information.

PROPOSAL

1. **ADD** the attached page 12A-A1. A new special advisory note regarding Automated Work Zone Speed Enforcement (AWZSE) is now available.

PLANS

2. **DELETE** Drawing Number GNN-2, Sheet 8 of 191, and **SUBSTITUTE** with the attached Drawing Number GNN-2, Sheet 8-A1 of 191. The contents of Drawing Number GNN-1 were inadvertently duplicated in the plan set as previously shown on Drawing Number GNN-2. This substitution now corrects Drawing Number GNN-2 and providing the originally intended notes.

The Bidder **MUST** complete Page **208** of the Proposal acknowledging receipt of this amendment. If the Bidder fails to complete the “Amendment Acknowledgement” sheet, his bid could be declared informal thereby delaying award of the contract.

PLEASE BE GOVERNED ACCORDINGLY WHEN SUBMITTING BIDS.

Brent E. Howard, P.E.
Chief Engineer

SPECIAL NOTE**AUTOMATED WORK ZONE SPEED ENFORCEMENT (AWZSE)**

The Contractor is hereby notified that the Authority *may* elect to deploy automated speed enforcement units at certain times during the project. Project locations that qualify for the deployment of an automated speed unit must meet the following criteria:

- Limited Access Highways only
- Workers must be present

The unit will be deployed and operated by a private vendor under the direction of the Authority, the Thruway Project Engineer, or designee. The automated unit may consist of a trailer mounted unit, a free-standing unit, or contained within a work vehicle. The AWZSE vendor will provide, and is responsible for, the setup and taken down of all speed enforcement equipment and required signage. The Contractor shall be responsible for the setup and maintenance of all other signage and work zone traffic control devices required by the appropriate standard sheet.

The Contractor shall coordinate with the Thruway Project Engineer, or designee, and the speed enforcement vendor to find a safe location for the unit within the work zone that does not interfere with on-going work.

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Checked By: S. ROMEISER
Designed By: J. JOHNS
Design Supervisor: J. HOFMANN

Checked By: B. WALKER

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Design Supervisor: J. HOFMANN

GENERAL NOTES:

1. MATERIAL AND CONSTRUCTION SPECIFICATIONS NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (U.S. CUSTOMARY) DATED AS SHOWN ON THE FRONT COVER OF THE PROPOSAL, EXCEPT AS MODIFIED IN THESE PLANS AND THE PROPOSAL.
2. NO EMBANKMENT AREAS FOR SURPLUS MATERIALS ARE AVAILABLE FOR THIS CONTRACT WITHIN THE AUTHORITY'S RIGHT OF WAY. THEREFORE, ALL MATERIAL TO BE REMOVED FROM THE JOB SITE SHALL BE DISPOSED OF BY THE CONTRACTOR OFF THE AUTHORITY'S PROPERTY. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE REGULATIONS THAT APPLY TO THE AREA CHOSEN FOR THE DISPOSAL OF THIS MATERIAL. ALL COST ASSOCIATED WITH THE SPOIL AREA AND REMOVAL OF SPOIL MATERIAL SHALL BE INCLUDED IN THE VARIOUS ITEMS OF THE CONTRACT.
3. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE FOLLOWING THRUWAY AUTHORITY PROJECTS:
- TAS 24-01 / D214944, MP 347.10 - MP 351.40 - PAVEMENT REHABILITATION (SUMMER 2024 - FALL 2026)
 - TAB 25-32 / D215063, B872.5, MP VARIES - ON DEMAND BRIDGE REPAIR CONTRACT - (FALL 2025 - FALL 2027)
 - TAB 25-35 / D215006, H379.4, MP VARIES - STATEWIDE PAVEMENT STRIPING (FALL 2025 - FALL 2026)
 - TAB 25-17B - BRIDGE AND OHSS REPLACEMENT AT INTERCHANGE 46 (FALL 2025 - FALL 2026)

RECONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL EXAMINE AND VERIFY, IN THE FIELD, ALL CONDITIONS AND DIMENSIONS. DIMENSIONS OF THE EXISTING STRUCTURES SHOWN ON THESE PLANS ARE FOR GENERAL REFERENCE ONLY. THEY HAVE BEEN TAKEN FROM THE ORIGINAL CONSTRUCTION OR SUBSEQUENT REHABILITATION DRAWINGS AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL TAKE ALL SUCH FIELD MEASUREMENTS TO ASSURE PROPER FIT OF THE FINISHED WORK, AND THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THEIR ACCURACY. IF FIELD CONDITIONS AND DIMENSIONS DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL USE THE FIELD CONDITIONS AND DIMENSIONS AND MAKE THE APPROPRIATE CHANGES TO THOSE SHOWN ON THE PLANS, AS APPROVED BY THE ENGINEER. WHEN SHOP DRAWINGS BASED ON FIELD MEASUREMENTS ARE SUBMITTED FOR APPROVAL, THE FIELD MEASUREMENTS MADE SHALL BE INDICATED ON THE SHOP DRAWINGS SUBMITTED FOR REFERENCE OF THE REVIEWER.
2. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT, DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF CONSTRUCTION WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO COMMENCEMENT OF WORK. THESE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTION AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO CONSTRUCTION DETAILS AND WORK QUANTITIES. THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH FIELD CONDITIONS.
3. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL DAMAGE TO THE MATERIALS WHICH ARE TO REMAIN IN PLACE. THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT ANY MATERIALS WHICH ARE TO REMAIN IN PLACE, OR WHICH ARE TO REMAIN THE PROPERTY OF THE AUTHORITY, WILL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY MATERIALS WHICH ARE TO REMAIN IN PLACE, OR WHICH ARE TO REMAIN THE PROPERTY OF THE AUTHORITY, THE DAMAGED MATERIAL SHALL BE REPAIRED OR REPLACED IN A MANNER SATISFACTORY TO THE ENGINEER AT THE EXPENSE OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL CONDUCT HIS/HER REMOVAL OPERATIONS TO THE SATISFACTION OF THE ENGINEER SO AS NOT TO UNDULY DISTURB UNDERLYING MATERIALS WHICH ARE TO REMAIN IN PLACE.

MISCELLANEOUS NOTES:

1. THE CONTRACTOR IS ADVISED THAT ADDITIONAL "NOTES" WILL BE FOUND ON SUBSEQUENT SHEETS OF THE CONTRACT PROPOSAL AND SUCH "NOTES", WHILE PERTAINING TO THE SPECIFIC SHEETS THEY ARE PLACED ON, ALSO SUPPLEMENT THE GENERAL NOTES LISTED HEREIN.
2. PRIVATE VEHICLES OWNED BY THE CONTRACTOR OR THE CONTRACTOR'S WORKERS SHALL BE PARKED, DURING WORKING AND NON-WORKING HOURS, OUTSIDE THE WORK ZONE AND OFF THE TRAVELED WAY.

EROSION AND SEDIMENT CONTROL NOTES:

1. CONTRACTOR SHALL CLEAN SEDIMENT AND DEBRIS OFF ALL PAVED SURFACES AT THE END OF EACH DAY AS DIRECTED BY THE ENGINEER. COST OF CLEANING SHALL BE INCLUDED IN THE VARIOUS ITEMS OF THE CONTRACT.
2. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE ENGINEER A WRITTEN PROPOSED MEASURES FOR TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL WORK AND SCHEDULE OF OPERATIONS AS REQUIRED BY SECTION 209 OF THE NYS DOT STANDARD SPECIFICATIONS.
3. INSPECTION, PERIODIC CLEANING AND MAINTENANCE OF TEMPORARY SOIL EROSION AND POLLUTION CONTROL DEVICES SHALL BE PERFORMED ON A SCHEDULE BASIS IN ACCORDANCE WITH SECTION 209 OF THE NYS DOT STANDARD SPECIFICATION. THE COST OF INSTALLING, CLEANING AND REMOVING TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL DEVICES SHALL BE PAID FOR UNDER THE ITEMS SHOWN.
4. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT CONTAMINATION OF ANY STREAM OR WATERWAY BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS, CONCRETE OR SLURRY LEACHATE OR ANY OTHER POLLUTANT ASSOCIATED WITH CONSTRUCTION AND CONSTRUCTION PROCEDURES.
5. ALL CONTROLS SHALL BE PLACED PRIOR TO STARTING EARTHWORK OPERATIONS AND SHALL REMAIN IN PLACE UNTIL NEW SLOPES ARE STABILIZED WITH SEEDING AND/OR SLOPE PROTECTION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY ADDITIONAL EROSION CONTROL MEASURES THAT MAY BE REQUIRED OR AS ORDERED BY THE ENGINEER.
7. CONTRACTOR STAGING AREAS SHALL BE EXISTING AREAS OF NON-DISTURBABLE COVER (I.E. ASPHALT MILLING, ASPHALT OR CONCRETE PAVEMENT). IF THE CONTRACTOR CREATES A STAGING AREA ON DISTURBABLE COVER (I.E. GRASS) THEN THE ENTIRE AREA SHALL BE ENCLOSED WITH SILT FENCE.
8. CONTRACTOR SHALL ESTABLISH A STABILIZED CONSTRUCTION ENTRANCE INTO AND OUT OF EACH WORK AREA AND EACH STAGING AREA CONSTRUCTED ON DURABLE COVER.
9. THE ALLOWABLE DISTURBANCE AREA IS 1.0 ACRE; THE CONTRACTOR IS RESPONSIBLE FOR APPLICABLE PERMITS IF ACREAGE OVER 1.0 ACRE IS EXCEEDED, AT NO COST TO THE AUTHORITY.
10. ALL WORK WITHIN STREAMS AND WETLANDS SHALL BE PERFORMED IN ACCORDANCE WITH USACE TRANSPORTATION REGIONAL GENERAL PERMIT (TRGP-1). ADDITIONALLY, PROPOSED WORK AT MILEPOST 357.67 SHALL BE PERFORMED IN ACCORDANCE WITH NYS DEC ARTICLE 24 GENERAL PERMIT (GP-0-21-005). THE CONTRACTOR SHALL COMPLY WITH ALL GENERAL CONDITIONS OF THE PERMITS, AS DETAILED IN THE PROPOSAL.

ALTERED ON:	AFFIXED ON: 12/19/2025
	

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

UTILITY NOTES:

1. LOCATIONS OF UTILITIES, PUBLIC AND/OR PRIVATE, INDICATED AS EXISTING AND/OR TO BE CONSTRUCTED AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THEIR EXACT LOCATION SHALL BE DETERMINED IN THE FIELD. ADDITIONAL UTILITY LINES, WHETHER ABANDONED OR IN SERVICE, MAY EXIST AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT HIS OPERATIONS AND TAKE THE NECESSARY PRECAUTIONS TO PREVENT INTERFERENCE WITH OR DAMAGE TO THESE OR OTHER FACILITIES DURING THE COURSE OF CONSTRUCTION.
2. THE LOCATION OF FIBER OPTIC CONDUIT IS APPROXIMATE AND WAS LOCATED FROM RECORD PLANS.
3. IN THE EVENT THE CONTRACTOR DAMAGES AN EXISTING UTILITY SERVICE CAUSING AN INTERRUPTION IN SAID SERVICE, THEY SHALL IMMEDIATELY STOP WORK AND RESTORE SERVICE AND MAY NOT COMMENCE THEIR WORK OPERATION UNTIL SERVICE IS RESTORED.
4. THE METHOD OF REMOVAL OF EXISTING ROADWAY OR SHOULDER PAVEMENT IN THE IMMEDIATE VICINITY OF UNDERGROUND UTILITIES SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
5. THE AUTHORITY'S FIBER OPTIC INFRASTRUCTURE RUNS ALONG THE RIGHT SIDE OF THE WESTBOUND LANES. AT LEAST ONE SEGMENT RUNS ALONG RIGHT SIDE OF EASTBOUND LANES WITH CROSSINGS AT APPROXIMATELY MP 365.40 & MP 366.30. THE CONTRACTOR SHALL PROVIDE ITEM 206.05 - TEST PIT EXCAVATION, AS NECESSARY TO AVOID HITTING ANY UNDERGROUND UTILITIES WHEN EXCAVATING.
6. THE AUTHORITY'S FIBER OPTIC INFRASTRUCTURE IS LOCATED WITHIN THE ENTIRE WORK LIMITS OF THIS PROJECT, THE CONTRACTOR SHALL CONTACT UDIG NY AT 811 OR 1-800-962-7962, PRIOR TO ANY EXCAVATION.
7. WARNING - EXISTING UNDERGROUND UTILITIES MAY BE LOCATED WITHIN THE WORK LIMITS AND MAY BE ENCOUNTERED DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED TO AVOID DAMAGE TO THESE FACILITIES. ANY DAMAGE SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER AND TO THE OWNER TO THE UTILITY. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF REPAIRS. IN ACCORDANCE WITH 16 NYCRR, PART 753, "PROTECTION OF UNDERGROUND FACILITIES", UDIG NY SHALL BE CONTACTED PRIOR TO ANY EXCAVATION AT 1-800-962-7962 OR 811. THRUWAY AUTHORITY UTILITIES WILL BE LOCATED BY THRUWAY STAFF.

RIGHT-OF-WAY NOTES:

1. ALL WORK TO BE PERFORMED UNDER THIS CONTRACT WILL BE WITHIN THE PUBLIC RIGHT-OF-WAY (ROW) IN ACCORDANCE WITH SECTION 105-15 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL ASSURE THAT ALL WORK IS BEING PERFORMED WITHIN THE ROW, INCLUDING BUT NOT LIMITED TO VEHICLE ACCESS; STORAGE OF EQUIPMENT, MATERIALS, DEBRIS AND WASTE; LANDSCAPING; VEGETATION REMOVAL AND MANAGEMENT; GRADING, SEEDING AND THE INSTALLATION OF TURF; AND THE INSTALLATION OF ANY FENCES OR PROTECTIVE BARRIER.
2. IF CONTRACTOR IS UNABLE TO IDENTIFY THE LIMITS OF THE RIGHTS-OF-WAY WHEN THE CONTRACT CALLS FOR WORK IN THOSE VICINITIES, THE CONTRACTOR MUST CONTACT THE ENGINEER IN CHARGE FOR DEFINITIVE BOUNDARY DETERMINATIONS BEFORE ANY WORK MAY BE INITIATED AT THOSE LOCATIONS (STANDARD SPECIFICATIONS SECTIONS 105-10 AND 625).
3. IN ACCORDANCE WITH SECTION 105-15 OF THE STANDARD SPECIFICATIONS, RELEASES FOR ANY NON-ESSENTIAL CONTRACT WORK OUTSIDE OF THE EXISTING RIGHTS-OF-WAY, INCLUDING PLANTINGS, LANDSCAPING OR DRIVEWAY ENHANCEMENT WILL BE PROVIDED BY THE PROJECT ENGINEER AND IN NO INSTANCE ARE TO BE SECURED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT INVADE UPON PRIVATE PROPERTIES, LANDS OR BUILDINGS OUTSIDE OF THE RIGHTS-OF-WAY FOR ANY REASON WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE PROPERTY OWNER (STANDARD SPECIFICATIONS SECTION 105-15).
4. THE CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGES DONE. ANY SUCH INJURIES OR DAMAGES SHALL BE SATISFACTORILY REPAIRED OR ITEMS REPLACED AT THE CONTRACTOR'S EXPENSE (STANDARD SPECIFICATIONS SECTION 107-08).

THIS SHEET SUPERSEDES SHEET 8

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REVISIONS			
DATE	DESCRIPTION	BY	SYM.

	TITLE OF PROJECT I-90 EXIT 45 TO EXIT 47 SAFETY IMPROVEMENTS	CONTRACT NUMBER: TAB 26-6R
	LOCATION OF PROJECT I-90 MP 351.4 (EXIT 45) TO MP 378.2 (EXIT 47)	DATE: 09/16/2026
	TITLE OF DRAWING GENERAL NOTES	DRAWING NUMBER: GNN-2