



SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT

SCOTIA, NEW YORK

**REQUEST FOR PROPOSALS**

**ELECTRIC VEHICLE CHARGING, INFRASTRUCTURE, AND SUPPLY  
EQUIPMENT (EVSE)**

**2023-2024 SCHOOL YEAR**

**RFP #EVSE2024**

<b>Proposals Due:</b>	March 6 <sup>th</sup> , 2024 at 2:30 PM EST
<b>Notice of Intent to Award</b>	Mid-April 2024
<b>Anticipated Contract Start</b>	TBD; Possibly Summer 2025
<b>Submit Proposals to:</b>	Mr. Andrew Giaquinto, Business Manager
<b>Direct Questions to:</b>	Mr. Andrew Giaquinto, Business Manager

1	Introduction .....	4
2	Background .....	4
2.1	District Overview.....	4
2.2	District Transportation Facility/Yard Information.....	5
2.3	District Fleet Route and Operation Information .....	5
3	Scope of Work.....	5
3.1	Timeline of RFP Activities and Anticipated Award Date .....	5
3.2	Project Objectives .....	6
3.3	Proposal Requirements.....	6
3.4	Contractor Responsibilities .....	10
3.5	District Responsibilities .....	10
4	Proposal Format, Components, and Submission .....	11
4.1	Proposal Format.....	11
4.2	Proposal Components.....	11
4.3	Proposal Submission .....	12
5	Proposal Evaluation and Award .....	14
5.1	Clarification of Responses.....	14
5.2	Proposal Evaluation .....	14
5.3	References .....	15
5.4	Notification of Intent to Award.....	15
6	Solicitation Terms and Conditions .....	15
6.1	Expense of Submittal Preparation .....	15
6.2	Proposal Conditions .....	15
6.3	Contract Terms and Conditions .....	20
7	Award and Reservation of Rights.....	20
8	Installation of Equipment .....	21
9	Guarantees by the Successful Proposer .....	22
10	Delivery .....	23
11	Non-Appropriation Clause .....	24
12	Non-Assignment .....	24
13	Payments .....	24

14 Specifications ..... 24

15 Prevailing Wage Laws – Article 8 and Article 9 Services..... 26

16 Failure to Enforce..... 27

17 Severability ..... 27

18 Indemnification/Hold Harmless..... 27

19 Saving Clause/Force Majeure ..... 27

20 Affirmative Action ..... 27

21 Termination ..... 28

22 Education Law 2-d..... 28

23 Restrictions on Communication..... 28

24 School District Rights ..... 28

25 Insurance Requirements..... 29

**Appendix..... 30**

# 1 Introduction

Scotia-Glenville Central School District herein referred to as “District” seeks written proposals from qualified vendors for the provision of electric vehicle charging infrastructure and supply equipment (EVSE). The State of New York has established expectations that school districts will operate 100% zero-emission electric school buses (ESB’s) and electric vehicles (EV’s) by 2035, most recently outlined and linked here for reference in the state’s [Electric School Bus Roadmap](#) and [Electric School Bus Guidebook](#). The Scotia-Glenville Central School District is taking proactive steps to not only prepare for the procurement of ESB’s and EV’s, but equally as important, to obtain and install the infrastructure which will be required to operate these vehicles upon their procurement and receipt.

The District intends to award one or multiple contracts to provide the services outlined within this RFP to a selected respondent, herein referred to as the “Contractor.” Contractors are encouraged to submit proposals to provide either portions of, combined elements of, or the entire scope of services. It is the expectation of the District that the chosen Contractor(s) will be responsible for servicing the District in all parts of the purchasing, installation, and servicing of the required EV charging, infrastructure, and supply equipment services which they are awarded. This determination will be based on the sole discretion of District.

Per our Mission Statement, the Scotia-Glenville Central School District *“is committed to providing an environment which allows students to realize their full potential and thus prepares them for life in an ever-changing world. In the tradition of excellence, Board of Education, administration, staff, parents, business and community members will continue to ensure that our educational system fulfills the needs of our students.”* We believe that the success of our transition towards meeting state electrification mandates will be contingent upon our ability to partner with the right Contractor(s) for our infrastructure implementation efforts, and we will seek to partner with the Contractor(s) whose priorities align with our own in fulfilling the needs of our students in order to create and foster the best educational environment possible.

# 2 Background

## 2.1 District Overview

Scotia-Glenville schools have a 60-year history of excellence in the classroom. Scotia-Glenville has six school buildings with nearly 2,500 students attending classes on the school campuses. The school district employs approximately 240 teachers and has a total employment of around 500 full- and part-time employees.

The school district is bordered by the Mohawk River on the south and is primarily located in the town of Glenville, Schenectady County, New York, but also stretches into the town of Amsterdam, Montgomery County, and the town of Charlton, Saratoga County. With a budget of nearly \$63 million, Scotia-Glenville is the largest employer in Glenville and among the largest in Schenectady County.

Scotia-Glenville schools have a fleet of 46 vehicles, 27 of which are active route buses, servicing 85 runs for students K-12.

The District has recently partnered with multiple entities to develop a baseline understanding of what it will take to transition to use of ESB's and EV's, as well as to pursue grant and funding opportunities for the purchase and operation of these vehicles. In 2023, following an EV feasibility study and grant development support project completed by TransPar Group, Inc., the District joined a third-party grant application for the Environmental Protection Agency's (EPA) Clean School Bus Program (round two funding) with Highland Electric, requesting five (5) buses in its application. During this process the District also engaged with National Grid as its Utility Partner to estimate infrastructure costs and incentives available to the District. As a part of this process, National Grid estimated costs and incentives of approximately \$800,000 that can be made available to the District through the Make-Ready Program.

The District will also partner again with Highland Electric for the submission of the EPA's Clean School Bus Program round three funding opportunity, in which it will request another five (5) buses. This submission is due in January 2024.

## 2.2 District Transportation Facility/Yard Information

The transportation facility is located 500 Sacandaga Road, Scotia, NY, 12302. A school bus site plan assessment was conducted by National Grid which details the anticipated infrastructure needs, as well as estimated cost of the facility. This full plan has been included as Appendix A: National Grid Assessment at the conclusion of this RFP.

## 2.3 District Fleet Route and Operation Information

Appendix A provides an overview of the District's vehicles and Appendix B: District Fleet is a list of current District school buses and vehicles, including the year, make, model, and capacity of each vehicle.

# 3 Scope of Work

## 3.1 Timeline of RFP Activities and Anticipated Award Date

<b>ACTIVITY</b>	<b>DATE</b>
Issuance of Request for Proposal	<b>January 24<sup>th</sup>, 2024</b>
Scheduled Site Visits	<b>February 7<sup>th</sup> or 9<sup>th</sup>, 2024 at 9:00 AM (Option to select either date)</b>
Deadline for Questions or Clarifications	<b>February 14<sup>th</sup>, 2024</b>
Final Addenda Deadline	<b>February 21<sup>st</sup>, 2024</b>
Proposal Deadline	<b>March 6<sup>th</sup>, 2024</b>
Notice of Intent to Award	<b>Mid-April 2024</b>
Anticipated Contract Start	<b>TBD; Possibly Summer of 2025 (To be discussed collaboratively with selected vendor(s))</b>

The District reserves the right to deviate from this schedule.

**NOTE:** After an Intent to Award has been issued, a debrief and/or copies of documents from the solicitation will not be available until after a contract has been fully executed.

### 3.2 Project Objectives

The District is issuing this solicitation for electric vehicle charging infrastructure and supply equipment (EVSE) in advance of its receipt or procurement of electric vehicles (EVs) and electric school buses (ESBs) in an effort to proactively prepare for the equipment needed to operate these vehicles upon receipt. The EVSE must meet or exceed any guidelines set forth from the State of New York, New York State Energy and Research Development Authority (NYSERDA) and New York State Department of Education's (NYSED) minimum standards regulations. Contractors are expected to remain apprised of these rapidly changing regulations throughout the proposal response period, and particularly in the event of an award.

More details on the District's Proposal Requirements are outlined in section 3.3 below.

### 3.3 Proposal Requirements

#### 3.3.1 Implementation Plan

The selected contractor will primarily be evaluated by its ability to outline a comprehensive implementation plan for providing charging and EVSE infrastructure to the District. The implementation plan should be inclusive of and adhere to the remainder of the requirements outlined in Section 3.3, with a detailed project plan and timeline that estimates both the gradual and complete timeframe required to have incremental and fully completed charging and EVSE infrastructure in place.

The District recognizes that it has not yet been awarded or received any EVs or ESBs. The Contractor should outline its proposal to assume that regardless of when EVs or ESBs are awarded or purchased, the need to begin engaging in a sound and timely infrastructure implementation plan sooner rather than later will be critical in helping the District meet the State's electrification timelines.

#### 3.3.2 Contractor Requirements and Adherence to Make-Ready Program Criteria:

To be considered for a possible award, Contractors will be required to come onsite for a site visit of the transportation facility during the designated site visit period. Visit should be scheduled directly with Mr. Andrew Giaquinto, Business Manager for the District.

Additionally, in order for the District to be eligible for the incentives identified by National Grid and to participate in the Make-Ready program, the District must partner with an EVSE provider that is on an approved contractor list. National Grid and the Joint Utilities of NY require that contractors working on incentive funded projects be on the approved list. The current list of approved vendors can be located here: [Make-Ready Approved Contractors](#).

Electric installers/contractors who have not yet applied to be on the approved list may apply to do by completing the application here: New Contractor Applications. An overview of the application process has also been provided here: Contractor EV Charging Program Process.

Scotia-Glenville will require that any electric installers/ contractors interested in being considered for this RFP be on the approved list or be willing to get approved post-award. In addition to being on the approved list, all contractors must adhere to the expected terms and conditions of the program, which can be located here: [Make-Ready Program Terms and Conditions](#).

On November 16, 2023, New York State Governor Kathy Hochul announced advancements to the State’s electric vehicle buildout programs, which included updates to the Make-Ready Program. This information should be reviewed via the linked press release, [“Governor Hochul Advances Nation Leading Electric Vehicle Infrastructure Buildout Program”](#).

### 3.3.3 **Chargers and EVSE Requirements:**

All chargers and EVSE must meet the requirements of the New York State Legislature’s Final Rule from Title 21 of the Official Compilation of Codes, Rules, and Regulations, new Part 509, Appliance and Equipment Efficiency Standards, provided as Appendix C at the conclusion of this RFP. EVSE compliance should also be confirmed via the linked [State Appliance Standards Database](#) and [New York State Appliance and Equipment Efficiency Standards](#). Furthermore, all chargers recommended **must have confirmed vehicle interoperability** and include EVSE cut sheets that demonstrate chargers are capable of charging all electric vehicles and school buses that would be transitioned to if replaced like for like within the District’s fleet.

It should be noted that Level 1 (L1) chargers are not applicable for the District’s use case, as outlined in Appendix A. As such, it should be specifically noted that UL certifications are required for both Level 2 (L2) AC Chargers and Direct Current Fast Charging (DCFC) chargers. L2 chargers must also be **EPA ENERGY STAR certified** chargers and from a Make-Ready Program approved Contractor to be formally approved and selected by the District. All other chargers (DCFC) and EVSE equipment should be listed by a Nationally Recognized Testing Laboratory (NRTL).

### 3.3.4 **Technical Support, Software, and Additional Specification Considerations:**

In-person technical support should be available within 24 hours if requested by District staff.

Chargers must also have software capabilities or access to a web-based monitoring system for charger activity and performance. The District must have 24/7 access to charger monitoring and online technical support must be available during regular business hours. If District decides, at its sole discretion, to use a third-party provider’s charge management and related software or develop an in-house platform/dashboard, all parties shall extend necessary support required to integrate the EVSEs and related network with the District’s unique charge management software solution.

- Provide a list of recommended chargers including, but not limited to the following:
  - Manufacturer and model name

- AC L2 or DCFC
      - Maximum charge current (AC charger)
      - Maximum output power (DC charger)
      - Approximate kWh capability
      - Input voltage range
      - Output voltage range
    - Written certification from the bus OEM or representative dealership that the charger is compatible with the vehicle
    - Mounting options – wall, pole, pedestal, other
    - Operating Temperature Range
    - Port count
    - Cable length
    - Cable Management System
    - Weight and height
    - Manufacturer Recommended Maintenance Schedule
    - Default network and list of roaming capabilities
    - Radio Frequency Identification (RFID) capability
    - EnergyStar compliance
    - Spare Parts List
    - Capability of the charger to perform bidirectional charging
- Provide or confirm details on managed charging and charge station network monitoring and operational functionalities including:
  - Compliance with Open Charge Point Protocol (OCPP) v1.6 or later and description of # of deployments with OCPP integrations
  - Confirmed compatibility with all manufacturers in the District’s electric vehicle fleet
  - Confirmed compatibility with all of the District’s charging stations and allow for integration of various AC/DC charging stations
  - An interface to connect with third-party systems such as a bus depot management system for bidirectional data transfer (departure times, energy requirements, malfunctions, etc.)
  - Customer-facing station web portal with a user interface that allows for:
    - Optimization of charging for the fleet that minimizes total charging power (peak load) according to the maximum kW limit set by the site operator that considers vehicles’ departure time, energy requirements, and/or priority level with the option for a manual prioritization and redistribution of charging power
    - Integration of utility time of use rates to avoid charging during peak rate hours when possible
    - Control of available charging power by active charging points and not on a charging station basis
    - A live view of each charging station, charge point (port), and controller status
    - User defined prioritization of specific charge points and the remote restart of charging stations
    - Visualization of charging operations (loads) in real time
    - Live information on parameters of charging operations including individual charging station names, charging RFID card, charging station type, power, energy consumption during the charging session, plug-in time



- Data access levels and reporting functionalities, including summary station statistics with data stored on North American servers and TLS encrypted connection to backend for security
  - Coordinating with systems that control distributed energy resources and other loads on-site
    - Support telephone helpline with specified minimum hours of operation
    - Consumer facing smart phone app
- Time (in minutes) to charge batteries from 0% state of charge to 100% state of charge using proposed EVSE
- Time (in minutes) to charge batteries from 20% state of charge to 80% state of charge using proposed EVSE
- Provide proposed charging solutions including bidirectional chargers capable of vehicle grid integration (VGI) technology for charging to and discharging from the ESB battery
- Provide a Service Level Agreement (SLA) for timely charger maintenance, service and repair to meet uptime (availability) of the charger to 97% or better in alignment with the National Electric Vehicle Infrastructure (NEVI) program as per 23 CFR 680.116(b).
- Provide details on warranty including standard parts warranty and parts and labor warranty, as well as any available extended warranties.
- Charging that is inclusive of all components, including but not limited to, charger, software, management network, vehicle, on-board telematics, charging ports and battery must meet acceptance criteria of 100% availability in the first 100 consecutive hours of use

### 3.3.5 Training:

- Provide details on any included training (number of hours, online or in-person format, titles of trainings, staff to be trained, frequency of training, training company) and/or pricing for additional training (total cost or hourly rate, format of delivery), including plan for transfer of knowledge between OEMs and dealer, and dealer and District, including a sample of training material or outline of plan
- Training programs should include, at a minimum, mechanic, driver, high-voltage, and first responders training and specify responsibilities (Ex: who is responsible for EVSE issue, bus issue, etc.)
- Provide details on training that can be provided for in-house maintenance

### 3.3.6 Maintenance:

- Provide a plan for on-the-ground technical assistance for emergency maintenance including high voltage system issues and software issues for vehicles and chargers
- List current local technical assistance available including the address of the two closest maintenance facilities and response times within [24-hours]
- Provide a plan for transfer of knowledge training between OEMs and dealer, and dealer and District (or service provider) including a sample of training material or outline of plan and detailing the types of maintenance that District staff will be able to conduct upon bus delivery. If there are certain types of maintenance, such as high-voltage or other, that District staff cannot conduct at bus and/or charger delivery, outline a timeline for when District staff will be trained and capable of maintenance. In the absence of District being able to maintain certain bus or charger systems or conduct certain procedures, the proposal should define a trained entity that will be responsible for this maintenance and response time

- Estimated annual (non-battery) maintenance costs based on recommended mileage and use, or as dictated by the District

### 3.3.7 **References:**

- Contact information for two school districts (or firms if school districts unavailable) that have been clients for electric school buses or electrification projects within the last five years that may be contacted by District regarding the quality of services provided
- Please provide one use-case example of your electric school bus in similar geography and climates where available

### 3.3.8 **Price Proposal:**

- The information should, when possible, describe how the price was determined. For example, the vendor must indicate the base price for the bus, body, and chassis specifications; the itemized cost for the drive train subsystem; energy storage/battery management system; the charging-inverter subsystem; and labor and bus delivery
- Pricing information must be submitted in a separate sealed envelope contained within the proposal package
- Equipment cost for required proprietary equipment must be included in the price proposal

## 3.4 Contractor Responsibilities

### **Respondent must:**

- Be a licensed vendor for the bus/charger/energy management software they are proposing.
- Have or identify a brick-and-mortar service center within 50 square miles of District's Transportation Facility located at 500 Sacandaga Road, Scotia, NY, 12302, and/or with the ability for a technician to be deployed and onsite within 24 hours of a repair need.
  - The service center must include parts, service equipment, and staff necessary to complete all repairs on the chargers and EVSE. Mobile service may be considered in addition to, but not in lieu of a brick-and-mortar service center.
- Meet a minimum uptime of 90 percent for vehicles and 95 percent for chargers during any given calendar month.
- If possible, support District in securing funding for the chargers and EVSE infrastructure upgrades.

### **Contractor must provide:**

- Training plans and coordinate training for District's bus drivers, technicians, supervisors, and first responders for electric bus and charger operation, maintenance, and repair.
- An on-call service plan for any repairs and maintenance concerns that fall outside the District's responsibilities for the electric buses.

## 3.5 District Responsibilities

- The District will help to secure funding for the vehicles, chargers, charging infrastructure, and provide the electricity source.
- The District will work with the Contractor to determine responsibility for managing and executing the deployment of site upgrades.

- The District or District's Transportation Department will work with the Contractor to determine responsibility for providing any ongoing preventative maintenance which is not awarded as the responsibility of the Contractor, and as its staff is trained for and/or prescribed by the Contractor.

## 4 Proposal Format, Components, and Submission

### 4.1 Proposal Format

District proposal standards:

- a) All proposals should be 8 ½" x 11" format with all standard text no smaller than eleven (11) points
- b) Include a one-page cover letter as the first page of the proposal
- c) Address all evaluation criteria in the order presented in 3.3 Proposal Requirements
- d) Proposers must submit at least six (6) proposals in a sealed envelope or packaging

### 4.2 Proposal Components

#### 4.2.1 Cover Letter

The proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Contractor. The cover letter must provide the name, email address and telephone numbers of the Contractor along with the name, title, email address and telephone number of the executive that has the authority to contract with District.

The Contractor must indicate in the proposal that information contained in its Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to District is true, accurate, and complete. Additionally, the letter should indicate that the Contractor's proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead District as to any material facts.

If the Contractor has any trade secrets, the Contractor should specify where the proposal includes the Contractor's trade secrets that must be shielded in case the District is subject to a Freedom of Information Act (FOIA) request. Specific requirements for trade secrets can be found in Subsection 6.2(4).

#### 4.2.2 Executive Summary (maximum 3 pages)

Summarize the major factors or features of the Proposal, including any conclusions, assumptions and generalized recommendations the Contractor has made in development of its proposal. It should be designed specifically for use by individuals that may not have a technical background. It should provide an overview of the full implementation plan for the required chargers and EVSE, summary of pricing options, the project timeline(s), and include a summary of the contractor's experience with similar projects.

#### 4.2.3 Proposal Requirement Responses Evaluation Criteria

Proposals shall address all technical requirements in the order presented in 3.3 Proposal Requirements and will be evaluated based on the criteria outlined below.

<b>Evaluation Criteria</b>	<b>Max Points Available</b>
A. Implementation Plan Tailored to SGCS D	25
B. Contractor Requirements and Adherence to Make-Ready Program Criteria	20
C. Charger and EVSE Requirements and Specifications	15
D. Technical Support, Software, Training, Maintenance, and Warranties, including any value-added services or features which may differentiate Contractor’s proposed offering	20
E. References	10
F. Price Proposal (or Fee, or Rate Proposal)	10
<b>Written Evaluation Criteria Total</b>	<b>Total Points Available: 100</b>

#### 4.3 Proposal Submission

Submission questions may be directed to Andrew Giaquinto, Business Manager, at [agiaquinto@sgcsd.net](mailto:agiaquinto@sgcsd.net). All proposals shall be submitted on, and in accordance with required RFP documents. Interested Proposers must submit at least six (6) proposals in a sealed envelope or packaging addressed to:

Business Office of Scotia-Glenville Schools  
900 Preddice Parkway  
Scotia, New York 12302

Proposals must be received on or before the date and time as indicated in the Notice to Proposers and the following information shall be clearly indicated on the face of the envelopes.

- a) The name and address of the person or firm submitting the proposal;
  - b) The proposal number and name (purpose); and
  - c) The date and time of the proposal opening.
- (1) Failure to prepare the proposal envelope in the specified manner may result in proposal disqualification.
  - (2) Proposers desiring to submit an alternate proposal may do so provided each version of a proposal is fully compliant and submitted separately. Each proposal will be considered on its own merit. Multiple versions of proposals submitted in one envelope may not be considered, meaning that a primary proposal and alternate proposal cannot be included in one sealed envelope.
  - (3) Proposals received after the time deadline may not be considered, at the discretion of the District. Proposer assumes the risk of any delay in the mail or in the handling of the mail by

- SGCSD employees. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having their proposal deposited on time at the place specified.
- (4) Facsimile proposals, telephone proposals, emailed proposals shall not be accepted.
  - (5) All information required by Notice to Proposers, General Conditions, Related Party Affidavit, Specifications, Proposal Response Sheets, Statement of Proposer's Qualifications, Iranian Energy Divestment Certification, and any other proposal documents shall be provided by the Proposer to constitute a valid proposal.
  - (6) The Statement of Non-collusion shall be included with each proposal as required by General Municipal Law §103-d;
  - (7) The Iranian Energy Divestment Certification shall be included with each proposal as required by General Municipal Law §103-g.
  - (8) The Sexual Harassment Policy (STF Section 139-L) must be signed and included with each proposal.
  - (9) The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the materials, supplies, services, or equipment required and a representation that the proposer can furnish the materials, supplies, services or equipment satisfactorily in complete compliance with the specifications.
  - (10) All materials submitted in response to this Request for Proposals will become the property of SGCSD.
  - (11) There is no expressed or implied obligation to SGCSD to reimburse proposers for any expense incurred in responding to this proposal, including, but not limited to, preparing submittals, attending a pre-proposal conference, or attending an interview(s).
  - (12) No alterations, erasures or additions shall be made to the printed proposal documents. Any such alterations, erasures or additions to the printed proposal documents may result in proposal disqualification.
  - (13) Prices and information required, except for signature of Proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected.
  - (14) Proposals on equipment shall be on standard new equipment, of latest model, and in current production unless otherwise specified.
  - (15) All prices quoted shall be "per unit" as specified.
  - (16) Quantities may be specified for projection purposes. SGCSD is neither limited, nor obligated, to purchase items in said quantities.
  - (17) If required, proposer shall insert the price per unit and the extensions against each item in his proposal. In the event of a discrepancy between the unit price and the extension, the unit price will govern.
  - (18) Prices shall be extended in decimals, not fractions.
  - (19) Prices shall be net, including transportation, shipping, handling, and delivery charges fully prepaid by the successful vendor to destination indicated in the instructions to proposer. If award is made on any other basis, transportation shall be prepaid by the successful vendor and added to the invoice as a separate line item. In any case, title shall not pass until items have been delivered and accepted.

- (20) No interpretation of the meaning of the specifications or other contract document will be made to any proposer orally. Every request for such interpretation shall be submitted in writing, addressed to SGCSO as outlined above.
- (21) Any interpretations issued will be in the form of addenda or clarification to the specifications. All addenda so issued shall become part of the contract documents.
- (22) If a conflict in terms or requirements exists within the contract specifications, the most stringent shall prevail.

### Samples:

- (23) SGCSO reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specifications, SGCSO may reject the proposal; or, if award has been made, cancel the contract at the expense of the successful proposer.
- (24) Samples, when required, shall be submitted strictly in accordance with instructions; otherwise, proposal may not be considered. If samples are requested subsequent to proposal opening, they shall be delivered as directed for proposal to have consideration. Samples shall be furnished free of charge and shall be accompanied by descriptive memorandum indicating if the proposer desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. SGCSO will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the proposer at their expense. Samples not removed after fifteen (15) days after written notice to the proposer will be regarded as abandoned and SGCSO shall have the right to dispose of them as its own property.

## 5 Proposal Evaluation and Award

### 5.1 Clarification of Responses

In the event that proposals are in need of clarification or to negotiate modifications, District may, at its discretion, request clarification in writing or presentations by meetings with any or all vendors. The District also reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, both from technical and price standpoints, which the vendor can propose.

### 5.2 Proposal Evaluation

The evaluation process of this RFP will be comprised of a review of all technical proposals received first, followed by a subsequent of all price proposals.

An Evaluation Committee, consisting of District stakeholders, and the District's independent consultant, TransPar, will review all proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The proposal with the highest total

points will be ranked first, with remaining scored proposals ranked according to the total point value.

### 5.3 References

The District reserves the right to investigate references, including customers other than those listed in a Vendor's submission.

### 5.4 Notification of Intent to Award

The District shall notify Contractors of its Intent to Award within 45 days after the bid opening. The time for award may be extended for up to an additional 14 days by the District should an extended clarification period be needed.

## 6 Solicitation Terms and Conditions

### 6.1 Expense of Submittal Preparation

The District accepts no liability for the costs and expenses incurred by the Contractors in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Contractor that enters the selection process shall prepare the required materials and submittals at its own expense and with the express understanding that the Contractor cannot make any claims whatsoever for reimbursement from District for the costs and expenses associated with the procurement process.

### 6.2 Proposal Conditions

#### (1) **RFP Not an Offer**

This RFP does not constitute an offer by District. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of District unless District and the Contractor execute the Definitive Agreements. No recommendations or conclusions from this RFP process concerning the Contractor shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of District.

#### (2) **Right to Terminate Discussions**

The Contractor's participation in this process might result in District selecting the Contractor to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by District to execute the Definitive Agreements or to continue discussions. The District can terminate discussions at any time and for any reason.

#### (3) **Requirement for Representation as to Accuracy and Completeness of Proposal**

As stated in Section 4.2.1, each Contractor shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: "The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the District, is true, accurate, and complete. This Proposal includes all information necessary to

ensure that the statements therein do not in whole or in part mislead District as to any material facts.”

**(4) Trade Secrets/Confidentiality**

Upon the date of District approval of the Contractor selected by the Evaluation Committee for award hereunder, your Proposal will be considered a public record except for material which qualifies as “trade secret” information under New York legislation. After such date, members of the public who submit public records requests will review the Proposal.

The public disclosure of the contents of each Proposal submitted in response to this RFP is governed by New York legislation. If any Proposal contains trade secret information as defined by New York legislation, such trade secret information should be specifically and clearly identified in accordance with this Section.

To properly designate material as trade secret under these circumstances, each Contractor must take the following precautions: (a) any trade secrets submitted by a Contractor should be submitted in a separate, sealed envelope and/or on separate USB for electronic files, marked “Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope and on each page of the electronic file.

In submitting a Proposal, each Contractor agrees that the District upon the Proposal due date, may reveal any trade secret materials contained in such response to all staff and officials from District entities involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the District to assist in the evaluation process. Furthermore, each Contractor agrees to indemnify and hold harmless District and each of its officers, employees, and agents from all costs, damages, and expenses incurred relating to refusing to disclose any material, which the Contractor has designated as a trade secret. Any Contractor that designates its entire Proposal as a trade secret may be disqualified.

**(5) Prohibited Discrimination**

The District has adopted a Non-Discrimination policy as outlined in Section 20 of this RFP. As a condition of entering into the Definitive Agreements that may result from this RFP, the Contractor agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a District contract solicitation process, nor shall the Contractor retaliate against any person or entity for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all its subcontracting and supply opportunities on contracts, if



nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into an Agreement that may result from this RFP, the Contractor agrees to: (a) promptly provide to the District all information and documentation that may be requested by the District from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with the Agreement; and (b) if requested, provide to the District within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Contractor has used District contracts in the past five (5) years, including the total dollar amount paid by the Contractor on each subcontract or supply contract. The Contractor shall further agree to fully cooperate in any investigation conducted by District pursuant to the District's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by District and to be bound by the award of any arbitration conducted under such Policy.

The Contractor agrees to provide to District from time to time on District's request, payment affidavit detailing the amounts paid by the Contractor to subcontractors and suppliers in connection with the Definitive Agreements within a certain period of time. Such affidavits shall be in the format specified by District. The Contractor understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of the Definitive Agreements and may result in contract termination, disqualification of the Contractor from participating in District contracts and other sanctions.

**(6) Statutory Requirements**

The Definitive Agreements awarded as a result of this RFP shall be in full conformance with all statutory requirements of District and all statutory requirements of the Federal Government, to the extent applicable.

**(7) Reservation of Right to Change Schedule**

The District shall ultimately determine the timing and sequence of events resulting from this RFP. The District reserves the right to delay the closing date and time for any phase if District staff believe that an extension will be in the best interest of the District.

**(8) Reservation of Right to Amend RFP**

The District reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the District.

**(9) Additional Evidence of Ability**

Contractors shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The District reserves the right to request such information at any time during the Proposal evaluation period for this RFP.

**(10) No Collusion or Conflict of Interest**

By responding to this RFP, the Contractor shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Contractor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

**(11) Proposal Terms Firm and Irreversible**

The signed Proposal shall be considered a firm offer on the part of the Contractor. The District reserves the right to negotiate price and the Scope of Work. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Definitive Agreement negotiations unless specifically waived in writing by District. The Contractor chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Definitive Agreements, either in part or in its entirety, at the District's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

**(12) Proposal Binding for 180 Days**

Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for a one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Contractor and include such individual's name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full period of each Definitive Agreement.

**(13) Subcontracting**

The Contractor given the contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Contractor shall remain the prime contractor and will assume all responsibility for the performance of the Scope of Work that are supplied by the applicable subcontractor(s). Additionally, the District must be named as a third-party beneficiary in all subcontracts.

**(14) Use of the District Name**

No advertising, sales promotion or other materials of the Contractor or its agents or representatives may identify or reference District in any manner absent the prior written consent of District.

**(15) Withdrawal for Modification of Proposals**

Contractors may change or withdraw their Proposals at any time prior to the Proposal due date; however, no oral modifications will be allowed. Only emails, letters, or other formal written requests for modifications or corrections of previously submitted versions of the Proposal, which is addressed in the same manner as the Proposal and received by District prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the request is plainly marked "Modifications to Proposal."

**(16) No Contact**

As of the Proposal due date and until the date of approval by District of an award under this RFP, each Contractor shall refrain from contacting any employee of District or member of the Evaluation Committee except for written requests to the District Representative listed on the cover page of this RFP.

**(17) No Bribery**

In submitting a response to this RFP, each Contractor certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of District in connection with the Contracts.

**(18) Exceptions to the RFP**

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Definitive Agreements attached to this RFP. An “exception” is defined as the Contractor’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Definitive Agreements attached to this RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Contractor provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Contractor’s solution, must be described in detail.

**(19) Fair Trade Certifications:**

By submission of a Proposal, the Contractor certifies that regarding this procurement:

- The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone;
- Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to opening; and
- No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

**(20) Clarification of Ambiguities**

Any Contractor believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify District in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency or error.

**(21) Contractor’s Obligation to Fully Inform Themselves**

Contractors or their authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Contractor’s own risk.

**(22) Disclaimer**

Each Contractor must perform its own evaluation and due diligence verification of all information and data provided by District. The District makes no representations or warranties regarding any information or data provided by the District.

### 6.3 Contract Terms and Conditions

If selected for Award, a Contractor will be expected to execute a contract with the material terms and conditions of the sample contract included with the solicitation documents. The material terms and conditions of the sample contract may be modified at the sole discretion of the owner upon determination that the modification is in the best interest of the owner.

If the Contractor selected for Award as a result of this RFP fails to agree to a contract with the material terms and conditions of the sample contract, District may terminate negotiations with the Contractor and commence negotiations with the next highest ranked Contractor.

## 7 Award and Reservation of Rights

- (1) Awards will be made in accordance with applicable laws as will best promote the public interest.
- (2) This Request for Proposal does not obligate SGCSO to award a contract. Only the execution of a written contract or the adoption of a Department of Education resolution will obligate SGCSO to the terms and conditions contained in this proposal document.
- (3) SGCSO reserves the right to award contracts based on individual items, selected aggregate items, or on total sums, whichever is in the best interest of the organization.
- (4) SGCSO reserves the right to reject all proposals; and to reject any proposal in whole or in part, without incurring any cost.
- (5) SGCSO reserves the right to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of SGCSO will be served.
- (6) SGCSO reserves the right to inspect vendor premises prior to award.
- (7) SGCSO reserves the right to reject any proposal where investigation and evaluation of the proposer's qualifications indicate that the proposer may not promptly and efficiently perform and complete the work in accordance with the proposal documents. SGCSO reserves the right to reject any proposal from any proposer whose performance on any previous contract with SGCSO or peers has been deemed unsatisfactory.
- (8) SGCSO reserves the right to purchase similar goods or services included as part of this proposal from any means legally available to it at any time.
- (9) SGCSO reserves the right to reject any proposal that imposes conditions that would modify the terms and conditions of the proposal documents.
- (10) SGCSO reserves the right to make awards within forty-five (45) days of the proposal opening, or as otherwise indicated within the proposal specifications, during which period proposals may not be withdrawn.
- (11) If two or more proposers submit identical proposals as to price, it will be the decision of the Board of Education to award a contract to one of such identical proposers and shall be final. (General Municipal Law, sec. 103. Sub 1.)

- (12) Notice of award sent to a successful proposers, to the address given in this proposal, will be considered sufficient notice of award.
- (13) No items are to be shipped or delivered, nor services rendered, until receipt of an official purchase order from SGCSO.
- (14) If the successful proposer fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by SGCSO, or fails to make replacement of rejected articles, when so requested immediately or as directed by SGCSO, SGCSO may purchase from other sources to take the place of the item rejected or not delivered. SGCSO reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful proposer agrees to reimburse SGCSO promptly for excess costs occasioned by such purchases. Should the cost be less, the successful proposer shall have no claim to the difference.
- (15) If successful proposer fails to deliver or perform as awarded, SGCSO reserves the right to cancel the contract and purchase the balance from other sources at the successful proposer's expense.
- (16) A contract may be canceled at the successful proposer's expense upon nonperformance of contract.
- (17) Cancellation of contract for any reason may result in removal of the successful proposer's name from our mailing list for future proposals for an indeterminate period.
- (18) When materials, equipment or supplies are rejected, they shall be removed by the successful proposer from the premises of SGCSO within fifteen (15) days of notification. Rejected items left longer than fifteen (15) days will be regarded as abandoned, and SGCSO shall have the right to dispose of them as its own property.
- (19) It is mutually understood and agreed that the successful proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, or interest therein, or his power to execute such contract, to any other person, company, or corporation without the previous written consent by SGCSO.
- (20) SGCSO reserves the right to investigate any subcontractor(s) prior to making an award recommendation.

## 8 Installation of Equipment

- (1) The successful Proposer shall, from time to time as required, or as directed, clean up and remove all debris and rubbish resulting from his/her work. Upon completion of the work, the premises shall be left in a neat, unobstructed condition and the buildings broom cleaned. Previously existing materials are considered the property of the successful vendor unless otherwise specified.
- (2) Equipment, supplies, and materials shall be stored at the site only upon the approval of SGCSO and at the successful proposer's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

- (3) Work shall be performed so as to cause the least inconvenience to SGCSO and with proper consideration for the rights of other successful proposers or workers. The successful proposer shall oversee the entire operation and install his work promptly.
- (4) Employees of the successful proposer shall demonstrate respect of District property and abide by all pertinent rules and restrictions while on the premises, including but not limited to maintaining a smoke-free environment, and agreeing not to smoke within one-hundred (100) feet of District property.
- (5) Proposers shall acquaint themselves with conditions to be found at the site(s) and shall assume all responsibility for placing and installing the equipment in the location(s) required.

## 9 Guarantees by the Successful Proposer

- (1) The successful proposer guarantees:
  - a. His/her products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit;
  - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he/she or his/her workers are responsible, to the building or equipment, to his/her own work, or to the work of other successful proposers;
  - c. To carry adequate insurance to protect SGCSO from loss in case of accident, fire, theft, etc.;
  - d. To maintain current licenses and/or certifications as required by the proposer's licensing board, the town, county or state, or other governing body;
  - e. To comply with prevailing wage rates and prevailing hourly supplements as mandated by New York State Department of Labor, Bureau of Public Works;
  - f. That while on the premises of any SGCSO facility, proposers and their employees shall wear a visible form of photo identification that includes the name of the proposer's company and the name of the employee;
  - g. That all deliveries will be equal to the accepted bid sample; and
  - h. That the equipment delivered is standard, new, latest model or regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered shall be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful proposer agrees to replace the unit or the part affected without cost to SGCSO.
- (2) Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful proposer free of charge with the specific understanding that all replacement shall carry the same guarantee as the original equipment. The successful proposer shall make any such replacement immediately upon receiving notice from SGCSO.

## 10 Delivery

- (1) Delivery shall be made in accordance with the instructions to proposer and specifications. If delivery instructions do not appear on purchase order, it will be interpreted to mean prompt delivery. The decision of SGCSO as to reasonable compliance with delivery terms shall be final.
- (2) SGCSO will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for emergency reasons.
- (3) Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing or sacks.
- (4) The successful proposer shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving party for SGCSO will note for the benefit of successful proposer when packages are not received in good condition.
- (5) Unless otherwise stated in the specifications, all items shall be delivered into and placed at a point within the building as directed by the shipping instructions or by the agent for SGCSO. The successful Proposer will be required to furnish proof of delivery in every instance.
- (6) Unloading and placing of the equipment and furniture is the responsibility of the successful Proposer, and SGCSO accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful Proposer to comply with this requirement will be charged to him. No help for unloading will be provided by SGCSO, and suppliers should notify their truckers, delivery personnel accordingly.
- (7) All deliveries shall be accompanied by packing slips and each such packing slip must contain the following information for each item delivered:
  - a. Purchase Order Number
  - b. Name of the Person to Receive Delivery
  - c. Address of Delivery
  - d. Description of Item(s)
  - e. Item Number
  - f. Quantity
  - g. Name of Vendor
- (8) Non-compliant packing slips may be sufficient cause for SGCSO to refuse delivery.
- (9) Carton shall be labeled with purchase order or contract number, successful proposer's name and a general statement of contents. Failure to comply with this condition shall be considered reason for refusal to accept delivery of goods.
- (10) No charge will be allowed for packages, cases, boxes, carboys, bottles, etc. or for freight expenses, expressage or cartage, if applicable, unless deemed in the best interest of the district. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the proposer or contractor.

## 11 Non-Appropriation Clause

- (1) In accordance with New York State General Municipal Laws, SGCSO will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold SGCSO harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by SGCSO.
- (2) Issuance of a purchase order by SGCSO indicates that SGCSO currently has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Department of Education is not in and of itself a binding contract with SGCSO.
- (3) Should it become necessary for SGCSO to cancel a project or purchase after an order to proceed or purchase order has been issued, SGCSO will only be liable for, and the vendor agrees to, only assess those financial damages that it can prove to have incurred as a result of the cancellation.

## 12 Non-Assignment

- (1) The vendor will give its personal attention to the faithful performance of the contracts; it will not assign, transfer, convey, sublet or otherwise dispose of this contract, or its right, title or interest in or to the same or any part hereof, and it will not assign by power of attorney or otherwise any or the monies to become due and payable under this contract. The vendor may not engage subcontractors, hire others to perform all or part of his agreement, nor otherwise delegate his obligations to perform under the contract without the written approval of SGCSO.
- (2) In accordance with New York State General Municipal Law 109, at no time during the duration of any contract resulting from this proposal, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Scotia-Glenville CSD.

## 13 Payments

- (1) Payments shall be made within sixty (60) days following the satisfactory completion of the contract unless other payment terms are specified in the specifications section. Failure to submit invoices timely may result in delay in reimbursement and/or financial penalties.
- (2) Payment will be made only after a detailed, correct, and original invoice has been received.
- (3) Payments of any invoice shall not preclude SGCSO from making claim for adjustment on any item found not to have been in accordance with the contract specifications.
- (4) Payment for the unused portion of an inferior delivery will be made on an adjusted price basis.

## 14 Specifications

- (1) Work shall include troubleshooting, repairing, replacing, new work and general maintenance.
- (2) Vendor must be equipped to provide emergency repair work within twenty-four (24) hours and to commence non-emergency/new work within two (2) work days.
- (3) Vendor's service persons shall have tools and equipment necessary to perform required work.



- (4) When repairing or replacing, the vendor must use the most up-to-date materials being manufactured. No obsolete materials shall be allowed. Parts that have been replaced shall be the property of SGCSO and shall be left at the site unless directed otherwise by SGCSO Administration/Project Manager.
- (5) All parts shall be new and must be a direct replacement for the original equipment. Additionally, if equal to or better than the original equipment is requested to be used by the contractor, prior approval must be given by the SGCSO Administrator/Project Manager. Rebuilt parts may be used only with prior approval. SGCSO reserves the right to furnish parts and materials if they deem it to be in their best interest.
- (6) The vendor, at the district's request, shall maintain an inventory of new manufacturer's parts and materials so as to insure prompt repairs on short notice.
- (7) No travel time will be paid. Payments will be made only for time on the job. Travel time will only be paid when SGCSO considers a repair an emergency and requires vendor to immediately respond to that emergency.
- (8) No vehicle use will be paid for in the normal course of transporting mechanics and materials to the job site. The vendor may submit a quotation for use of special vehicles. Vendor must obtain prior approval for payment of special vehicle use.
- (9) Under this contract, sub-contracting shall not be permitted without prior approval of the district. If the permission of SGCSO is granted for the use of a sub-contractor, the incumbent vendor will be allowed to add 10% to the invoice from the sub-vendor for handling and accounting purposes.
- (10) All work must be done in accordance with the National Code, current edition, and all state and local codes.
- (11) SGCSO reserves the right to assign its personnel to assist the contractor's mechanics if they deem it to be in their best interest.
- (12) All labor shall be guaranteed for a period of one (1) year from date of acceptance. All parts and materials shall be guaranteed for a minimum of ninety (90) days or in accordance with manufacturer's warranty if greater than ninety (90) days.
- (13) When new work is required, the vendor shall provide for approval a detailed drawing showing construction and method of installation.
- (14) Except for emergency work, the vendor will be required to submit a budget cost estimate before any work is started. On emergency work, the vendor must submit his budget cost estimate within forty- eight (48) hours after starting the job. Vendor may be required to furnish a "not-to-exceed" price for a specific project to enable SGCSO to encumber funds for that work.
- (15) Vendor is to have all work done in the best workman like manner and shall clean up and remove all debris and rubbish resulting from his work from time to time, as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.
- (16) Equipment, supplies, and materials shall be stored at the site only upon the approval of the using agency and at the contractor's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of material.

- (17) Vendor shall perform work so as to cause the least inconvenience to SGCS D and with proper consideration for the rights of other contractors or workmen. The vendor shall keep in touch with the entire operation and install his equipment promptly.
- (18) Installation shall also include the furnishing of any rigging necessary to move equipment into the building and the removal and resetting of any removable windows used for moving equipment into the building.
- (19) Vendor shall acquaint himself with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
- (20) Vendor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his work persons are responsible.
- (21) Vendor may not impose a fuel charge under any name.
- (22) The vendor shall furnish three (3) reliable references, which have received service from you similar in manner and scope to the specifications of this proposal package. SGCS D would prefer to see references from other public school systems that would reflect requirements similar to ours.
- (23) Vendor must ensure that his/her employees abide by the prohibition against smoking in school buildings or on school grounds.
- (24) Vendor must follow the rules and regulations established by SGCS D. This includes but is not limited to employees displaying photo identification and wearing a name tag.
- (25) Under this contract, the vendor may not engage subcontractors, hire others to perform all or part of his agreement, nor otherwise delegate his obligations to perform under this contract without prior written approval by SGCS D Administration/Project Management.
- (26) The contractors shall ensure compliance by all sub-vendor approved by SGCS D used in this proposal.

## 15 Prevailing Wage Laws – Article 8 and Article 9 Services

- (1) The successful proposer shall comply with all applicable New York State labor laws as they pertain to payment of prevailing wage rates, as provided for in the New York State Labor Law, Section 220. The cost of such compliance shall be borne entirely by the successful proposer, who shall hold SGCS D harmless from any claims, demands or penalties arising from the successful proposer's failure to comply with the above.
- (2) All requests for payment shall include certified payrolls for all workers.
- (3) In the event the prevailing wage rate increases during the course of this contract, the proposal pricing shall remain firm.
- (4) SGCS D has applied for and received a PRC number for this proposal; the PRC number is #2024000749. Please see attached Appendix D - General Provisions of Laws Covering Workers on Article 8 Public Work Contracts. The successful proposer shall comply with all current labor rates and all regulations for the entire duration of any contract resulting from any proposal award. Current labor rates are available from the NYS Department of Labor via their website: NYS Worker Protection or by calling (516) 228-3915. It is the proposer's responsibility to obtain the required information from the Department of Labor. SGCS D assumes no responsibility for any changes to NYS DOL website or telephone access information.

- (5) Proposers currently on the NYS Labor Department debarred list will not be considered for award of the Proposal. By submitting a Proposal, the Proposer is indicating to SGCS D that they are currently in good standing with the NYS Department of Labor.

## 16 Failure to Enforce

SGCS D's failure to enforce at any time or for any period of time, the provisions of this contract shall not be construed to be a waiver of such provisions or the right to enforce each and every provision.

## 17 Severability

Should any provision of a contract arising from this proposal, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect, as if the contract had been executed with the invalid provision(s) eliminated.

## 18 Indemnification/Hold Harmless

- (1) The proposer agrees to defend, indemnify, and hold harmless SGCS D and its officers, directors, agents or employees against all claims, costs, damages, and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, error or negligence of the proposer, its officers, directors, agents or employees in relation to the performance of the contract.
- (2) To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by proposer's insurance purchased by the proposer in accordance with the Insurance Requirements set forth in this proposal, the proposer shall indemnify and hold harmless SGCS D as identified in this proposal, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work described herein.

## 19 Saving Clause/Force Majeure

The successful proposer shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes fires, floods, acts of God, or for any other acts not within the control of the successful proposer and which by the exercise of reasonable diligence is unable to prevent.

## 20 Affirmative Action

SGCS D hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit offers and will not be discriminated against on the grounds of race, color, national origin in consideration of the award. Proposers hereby agree that should the proposer be awarded this contract, or any portion of this contract, the proposer will not discriminate against any person who performs work thereunder because of race, religion, color, sex, national origin or ancestry.

## 21 Termination

SGCSD may terminate its contract with proposer at any time and without cause at the sole discretion of SGCSD. In the event of such termination, proposed shall be entitled to compensation only for services performed up to the date of termination and not entitled to any additional amounts or damages from the district.

## 22 Education Law 2-d

If applicable, the Proposer and its employees and agents shall maintain all student information and records provided to it by SGCSD, including the names and addresses of any students who attend SGCSD, in strict confidence and in accordance with all applicable New York state and federal laws, rules, and regulations, and shall not use any such information or records except as necessary to fulfill its obligations to SGCSD under any agreement with SGCSD. In addition, the Proposer agrees that any information concerning any student disclosed by SGCSD to the Proposer shall not be released except as allowed and provided for by applicable law, rule or regulation, including, but not limited to, the Family Education Rights and Privacy Act (FERPA) and Section 2-d of the New York Education Law. The Proposer also acknowledges and agrees to comply with all responsibilities pursuant to these laws and with the District's Parents Bill of Rights pursuant to Education Law Section 2-d, which is incorporated by reference herein and made a part hereof.

## 23 Restrictions on Communication

From the issue date of the RFP until a proposal is selected and selection announced, a prospective Proposer shall not communicate about the subject of the RFP or a Proposer's proposal with the Scotia-Glenville Central School District, or any individual member, administrator, faculty, staff, student, or employee.

## 24 School District Rights

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low proposer). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to negotiate with one or more Contractors concerning their Proposals.

## 25 Insurance Requirements

Qualified Respondents shall throughout the term of this Contract provide and maintain, at the Contractor's expense, minimum insurance coverage as outlined in the table below from a carrier rated as "A+" or better by AM Best as outlined below:

**General Liability Insurance (CGL):** Commercial general liability on an occurrence coverage form. The limits of liability shall not be less than:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage)

\$1,000,000 for personal and advertising injury liability

\$2,000,000 aggregate on products and completed operations; and

\$2,000,000 general aggregate

- (1) **Automobile Liability Insurance:** \$1,000,000 Combined single limit each accident for bodily injury and property damage. Include coverage on all owned, hired, and non-owned automobiles.
- (2) **Umbrella/Excess Liability Insurance:** \$5,000,000 coverage to be provided
- (3) **Certificates of Insurance:** Contractor shall furnish certificates of insurance indicating all of the following:
  - a. An endorsement granting the Scotia Glenville Central School District as an additional insured under the General Liability, Auto Liability, and Umbrella Liability policies prior to commencing any work
  - b. An endorsement providing "Primary and Noncontributing" coverage under the policies to any additional insured as it pertains to General Liability, Auto Liability, and Umbrella/Excess Liability
  - c. An endorsement granting "Waiver of Subrogation" rights in favor of the Scotia Glenville Central School District as allowed by law
- (4) **Indemnification:** The Contractor shall hold harmless and indemnify the Scotia Glenville Central School District and its individual school(s), Superintendent, officers, employees, and agents (each, and "Indemnified Party") against all loss, damage, injury, liability, demands, and claims which may be made by any person, firm, corporation or other entity arising from or caused by (i) an act of neglect, misconduct, default, or omission of Contractor; except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of an Indemnified Party, (ii) a breach of this Agreement; or (iii) a termination of this Agreement prior to the end of the term by the Contractor.

## Appendix

## Appendix A: National Grid Assessment

July 31, 2023



Clara Bisailon, Transportation Supervisor  
Scotia-Glenville Central School District  
500 Sacandaga Rd  
Scotia, NY 12302

Dear Clara Bisailon,

Thank you for reaching out to National Grid about fleet electrification and electric vehicle charging infrastructure.

National Grid is committed to the electrification of our transportation network to support the future of clean transportation. National Grid's *EV Make-Ready* Fleet Advisory Services provides the guidance and resources that fleet operators need to accelerate and simplify their transition to an electric fleet. Under National Grid's *EV Make-Ready* Fleet Advisory Services, we offer Fleet Assessments and infrastructure incentives. These light, medium, and heavy-duty fleet charging infrastructure incentives accelerate the electric vehicle (EV) market transition by providing affordable, clean, and accessible energy solutions.

As part of our Fleet Advisory Services, we are pleased to provide the enclosed Fleet Assessment Report. Once your project is further along, please provide National Grid with a vehicle electrification roadmap (more information enclosed) so we can update the Fleet Assessment Report.

After reviewing the enclosed report, feel free to reach out to me at 716-984-3520 or [leslie.vishwanath@nationalgrid.com](mailto:leslie.vishwanath@nationalgrid.com) to discuss questions or next steps. Thank you for your interest.

Yours sincerely,

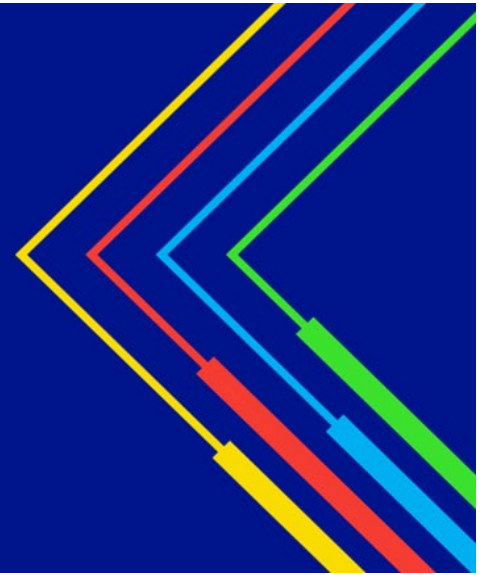
A handwritten signature in black ink, appearing to read "L. Vishwanath".

Leslie Vishwanath  
Lead Project Manager  
National Grid  
144 Kensington Ave  
Buffalo, NY 14214  
Email: [leslie.vishwanath@nationalgrid.com](mailto:leslie.vishwanath@nationalgrid.com)  
Cell: 716-984-3520



# Fleet Assessment Report for Scotia-Glenville Central School District

7.31.23



## PREPARED BY



Ryan Wheeler  
Clean Transportation, Fleet Electrification Product Owner  
National Grid  
1125 Broadway, Albany, NY 12204  
Ryan.Wheeler@nationalgrid.com  
518-641-9990



Leslie Vishwanath  
Lead Project Manager, Electric Vehicles/ Fleets - NY  
National Grid  
144 Kensington Ave, Buffalo, NY 14214  
Leslie.Vishwanath@nationalgrid.com  
716-984-3520

## CONTENTS

SECTION 1: PURPOSE.....	2
SECTION 2: THE IMPORTANCE OF ENGAGING WITH NATIONAL GRID BEFORE THE FLEET ELECTRIFICATION JOURNEY .....	3
SECTION 3: PROJECT INFORMATION .....	4
SECTION 4: EXISTING SITE DESIGN.....	6
SECTION 5: SITE FEASIBILITY ASSESSMENT .....	7
SECTION 6: VEHICLE AND SITE USAGE: ESTIMATED POWER DEMAND AND CONSUMPTION.....	9
SECTION 7: MAKE-READY PROGRAM INCENTIVES AND OTHER FUNDING .....	14
SECTION 8: NEXT STEPS AND ADDITIONAL RESOURCES .....	20
SECTION 9: APPENDIX: FREQUENTLY ASKED QUESTIONS .....	23

## SECTION 1: PURPOSE

The purpose of this Fleet Assessment Report is to support the customer journey and make your fleet electrification journey seamless. Due to national, state, and local sustainability goals, an increasing number of fleet operators are researching the viability of adding electric vehicles (EVs) to their fleets, in order to reduce harmful greenhouse gas emissions. EVs provide a great opportunity for fleets to reduce their fuel consumption and their carbon footprint, while decreasing the total cost of ownership over internal combustion engine vehicles. The enclosed Fleet Assessment Report is a tool that helps the fleet operators create a fleet electrification roadmap and understand the impacts and costs of electrification. The Fleet Assessment Report delivers the information, resources, and analysis needed to make informed decisions on transitioning a fleet to electric.

The Fleet Assessment Report also advises operators of available incentives to make the journey more affordable for fleets to convert. Incentives are an important tool to enable the market by reducing the total cost of ownership of EVs and related charging. The Fleet Assessment Report makes infrastructure suggestions to ensure the charging is right sized to a fleet's needs. It is important to understand the type and cost of the charging infrastructure to support the energy requirements of the fleet and understand the potential demand of the site on the electric grid.

## **SECTION 2: THE IMPORTANCE OF ENGAGING WITH NATIONAL GRID BEFORE THE FLEET ELECTRIFICATION JOURNEY**

National Grid is one of the world's largest investor-owned energy utilities with operations in the United Kingdom and the United States. We employ 17,000 Americans, the vast majority of whom are union labor, and we live and work in the communities we serve. National Grid is a leader in clean transportation, and we are committed to supporting New York State and the Climate Leadership and Community Protection Act goals. We serve as a key partner in accelerating EV charging infrastructure deployment and vehicle adoption in New York. National Grid has been supporting transportation electrification for over ten years by providing guidance, incentives, and connections to our electric network for our residential and commercial customers to enable EV adoption and charger deployment and working broadly with key stakeholders to accelerate transportation electrification across communities.

National Grid has made strides to facilitate equitable access to clean transportation choices and we are building a reliable network that benefits all customers and accelerates the market. Under the state-wide, Public Service Commission (PSC)-designed NY EV Make-Ready Program, through which National Grid provides incentives for the electrical infrastructure necessary to support the electric vehicle (EV) chargers, we are working with customers across all segments – such as schools, commercial fleets, multi-unit dwellings, workplaces, municipalities, and transit authorities – to meet their needs and assist in their transition to electric vehicles.

To address climate change, National Grid is committed to the electrification of our transportation network. National Grid offers Fleet Advisory Services to facilitate equitable access to clean transportation choices and build a reliable network that benefits all customers and enables the market. We are working with fleets across New York State to perform Fleet Assessments. It is advantageous for fleet operators and National Grid to begin working together early in the process of planning for electric fleet implementation as this helps operators better achieve their fleet electrification goals. National Grid enables fleet electrification through its Fleet Assessment Reports by advising on site feasibility, charging capacity, future bill impacts, evaluation of infrastructure needs, and braiding available public resources together to reduce upfront costs of fleet electrification. Early engagement helps develop an efficient plan to ensure that project timelines are aligned, the process is clear, facilities are ready for increased demand, and cost containment strategies are deployed. This information will help fleets to accelerate transformation of the transportation sector, which generates the largest share of greenhouse gases emissions in the Northeast and Mid-Atlantic regions. As part of the Fleet Advisory Services, we are pleased to provide the enclosed Fleet Assessment Report.

### SECTION 3: PROJECT INFORMATION



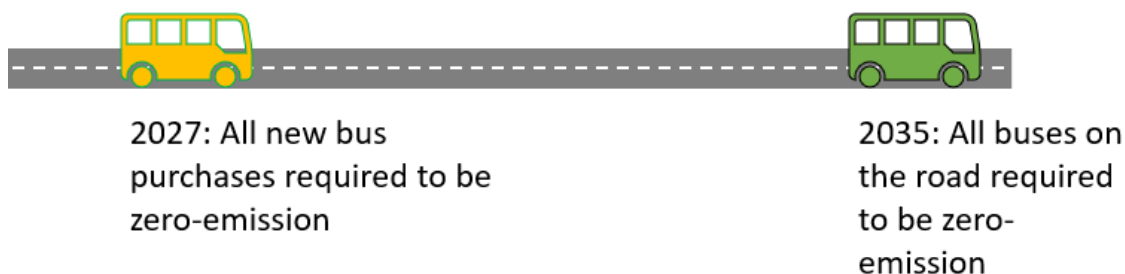
Courtesy <https://www.scotiaglenvilleschools.org/>

The Scotia-Glenville Central School District is interested in a fleet assessment for the below site, within National Grid's electric service territory:

Site:  
500 Sacandaga Road  
Scotia, NY 12302

There are 46 vehicles under consideration for future electrification. The purpose of the Scotia-Glenville Central School District's fleet is to provide student transportation, to and from school. Currently, the Scotia-Glenville Central School District has 27 active bus routes and operates 85 daily trips. The fleet operates 83 General Education runs and 2 Special Education runs. Each bus performs 3.15 daily trips, per bus and there are 1.63 buses per 100 students.

The District is looking to be proactive with their transition. The Scotia-Glenville Central School District is looking to install charging stations and related infrastructure at their site to support their transition to electric buses. The District is researching transitioning to an electric fleet and is looking to see how much charging the above site can currently support. Per New York State legislation, authorized in 2022, new school bus purchases must be zero-emission buses by 2027. Additionally, the school bus fleet must fully transition to zero-emission buses by 2035. The Scotia-Glenville Central School District plans to follow the NYS mandates on zero emission school buses.



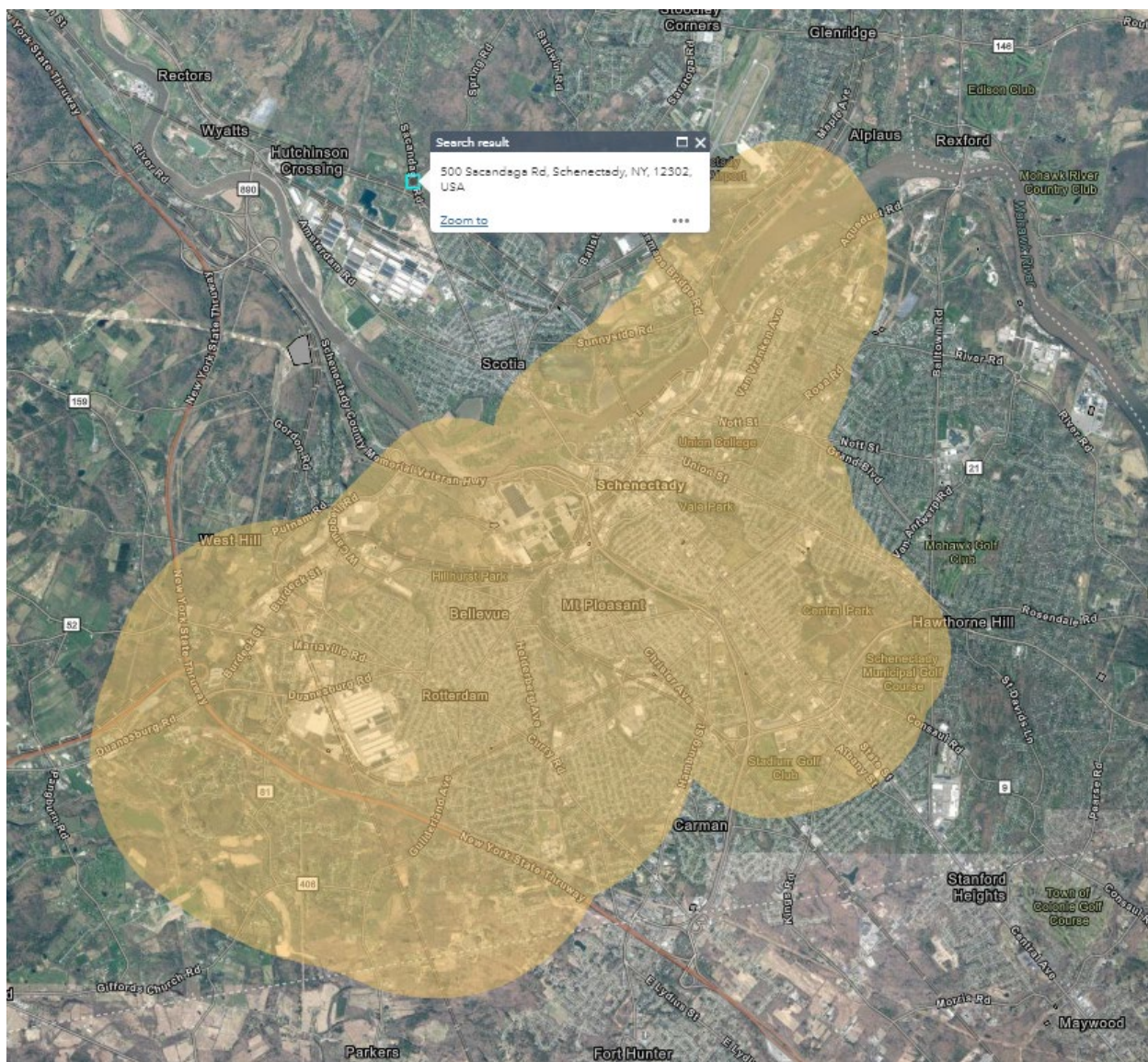
The Scotia-Glenville Central School District's annual operating budget and current capital budget for vehicles and charging equipment is unknown.



## Proximity to Disadvantaged Communities

Site:  
500 Sacandaga Road  
Scotia, NY 12302

Per New York's definition of Disadvantaged Communities (DACs), this site is not located in a [DAC](#) (yellow area on map). The site is close to a DAC. For purposes of incentive eligibility, infrastructure funding is prioritized for fleets located in DACs (environmental justice low-income areas) or for fleets operating eligible routes in DACs. Please use the above DAC link to see if your District has eligible routes into a DAC as this site is close to a DAC.



Map as of July 2023, using the new state DAC definition.



## SECTION 4: EXISTING SITE DESIGN

Site:  
500 Sacandaga Road  
Scotia, NY 12302



- ▼  Feeder Level Data 3 Phase
- > 1.5 MW Capacity Remaining
- 600 kW to 1.5 MW Capacity Remaining
- < 600 kW Capacity Remaining
- ▼  1 and 2 Phase
-

## SECTION 5: SITE FEASIBILITY ASSESSMENT

Site:  
500 Sacandaga Road  
Scotia, NY 12302

The site is served by National Grid's Distribution Feeder 36\_32\_36453:

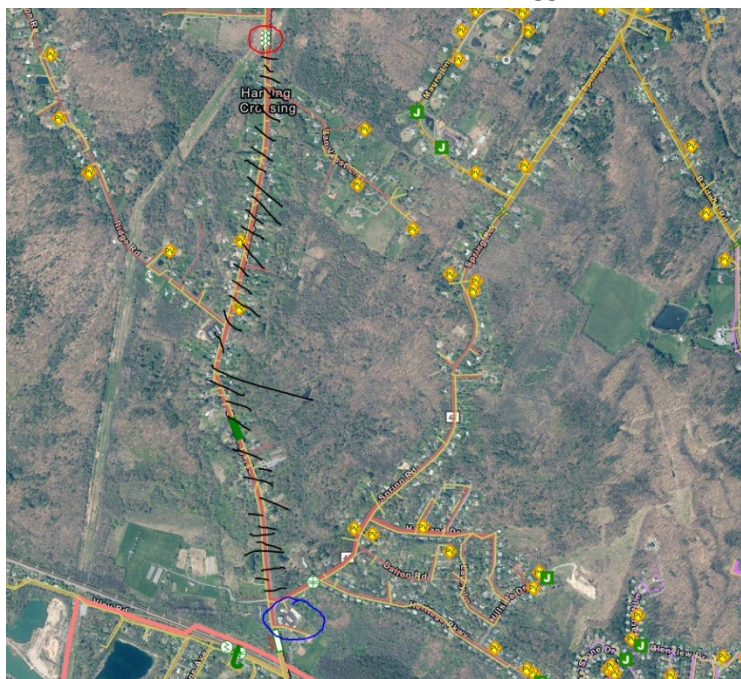
### Feeder Level Data 3 Phase

Master_CDF	36_32_36453
Substation/Bank Name	Swaggertown
Local Voltage (kV)	13.20
<current year - 1 year> Peak Load (MW)	3.99
Feeder Rating (MW)	12.07
Substation/Bank Rating (MVA)	23.00
EV Load Capacity Headroom (MW)	8.08

National Grid has determined that this site falls within a green zone of the distribution grid, which is an area that has > 1.5 MW of available Load Capacity remaining. Feeder 36\_32\_36453 appears to have approximately 8.08 MW of headroom available. However, National Grid's engineer reports this site (meter number 26989228) is served off of the Swaggertown 36453 feeder. The voltage in this area is 4.16kV feed from 3-500kVA ratio that is 1.57 miles away. The anticipated new loading would overload the ratio and require a conversion to 13.2kV, most likely up to the Customer site. All of the 1.57 miles would require conversion.

The 13.2/4.16 ratio bank on Sacandaga Rd (red) is about 1 mile away from the Customer site (blue), so the line would need to be converted from 4.16 to 13.2. National Grid would ratio the side taps so they wouldn't have to be converted.

For a conversion job of this size, utility-side work could cost about \$800,000. Please note that this analysis and estimate was conducted under current configurations and



the data does not account for all factors that could impact EVSE interconnection costs. This data is being provided for informational purposes only and is not intended to be a substitute for the established customer Work Request application process. The customer Work Request application process will determine final site-specific upgrade needs and related costs.

Once the District has more information on its future plans for vehicles and charging, please re-engage with National Grid so we can investigate your plans and what utility-side infrastructure upgrades would be needed to support electric bus charging at this site. National Grid hopes to potentially reduce the cost of your project through the [Medium- and Heavy-Duty Vehicle Make-Ready Pilot program](#), which can fund some of the electric utility-side infrastructure make-ready costs for qualifying projects, if required and eligible (see Section 7 of this assessment for more information).

Alternatively, the Scotia-Glenville Central School District can engage with an [Approved EV Contractor](#). The Contractor can review the District's plans and that Contractor can engage with National Grid and [submit a Work Request](#) on the District's behalf. See Section 6 of this assessment for additional information needed by National Grid. This additional information will allow National Grid to perform a more detailed review and provide recommendations.



**SECTION 6: VEHICLE AND SITE USAGE: ESTIMATED POWER DEMAND AND CONSUMPTION**

The estimated power demand from these vehicles could vary dramatically, depending on factors including, but not limited to the types of vehicles, vehicle availability, estimated mileage, operating profile, vehicle to charger ratio, and type of charger. National Grid would eventually need additional information from the Scotia-Glenville Central School District to advise more on power demand and consumption. Specifically, National Grid needs the type of vehicles that the Scotia-Glenville Central School District is considering electrifying. National Grid will also need to know the estimated number of EVSE ports the site, as well as the desired type of chargers at the site (level 2: 7-19 kW, or DCFC: 50+ kW). Once this detailed vehicle electrification roadmap has been determined, National Grid can work with the Scotia-Glenville Central School District to determine the best path forward, if the District would like.



The table below provides approximate projected power demands for the site listed above.

Scotia-Glenville Central School

Site	Type of Vehicles	# of Vehicles	EV: Charger Ratio	# of EVSE	kW of EVSE	Vehicle Mi / kWh (Cold Weather)	Approx. Vehicle Miles Traveled (VMT) per day	kWh Per Day per Vehicle	kWh per Month per Vehicle	Peak kW Demand	Total Monthly kWh	Approx. Monthly Cost
1	School Bus - Type C	14	1	14	19.2	0.44	70	158	4,804	269	67,260	\$6,725.98
1	School Bus - Type D	9	1	9	19.2	0.45	70	156	4,731	173	42,583	\$4,258.33
1	Cargo Van	22	1	22	19.2	0.84	70	84	2,543	422	55,950	\$5,594.98
1	Light trucks (pickups, SUVs)	1	1	1	19.2	1.20	70	58	1,774	19	1,774	\$177.43

23 School Buses and 22 Vans and 1 SUV for 46 total vehicles in fleet with 46 chargers at 19.2kW, 70 vehicle miles per day

883	Total Peak kW Demand
0.883	MW

The above table provides approximate power demands and projected utility costs at the project site, using a 1 vehicle to 1 charger ratio. The table looks at the fleet’s operation, with 70 vehicle miles traveled, and the mileage impacts to kWh and charging costs. The above table forecasts the transition of 46 vehicles to electric vehicles. Additionally, the chart forecasts 46 Level 2 chargers at 19.2kW. As shown in the above table, the Scotia-Glenville Central School District might anticipate 883kW of peak demand, or .883MW, at the project site, based on the assumptions used by National Grid. If the kW of the stations increase or the number of stations increase, that would increase the peak demand and could further impact transformer and feeder capacity. More information on the transformer and feeder capacity can be found in Section 5. Once a final vehicle electrification roadmap is presented to National Grid, the above vehicle, feeder capacity, and EVSE demand estimations will be updated to reflect projected demand, capacity, and related costs.

It is important to note that the estimates above are conservative estimates and should be used only for planning purposes. The analysis is for the above vehicle types operating at an average daily Vehicle Miles Traveled (VMT), of 70, for 365 days a year. If the average usage of the vehicles is considerably lower, then the monthly cost figures above would go down accordingly.

Vehicle type descriptions are below and were used only for planning purposes.

Vehicle Type	Description	Example Electric Vehicles
School Bus - Type C	Type C conventional school bus, >21,500 lbs.	Lion C, Jouley
School Bus - Type D	Type D transit-style school bus	Lion D, Greenpower Synapse 72
Cargo Van	Commercial van, e.g. Ford Transit	Lightning Ford Transit LEV60/120, Arrival Van
Light trucks (pickups, SUVs)	Light-duty trucks and SUVs, e.g. Ford F-150	Rivian and/or Tesla truck, Pacifica PHEV

The assessment above is designed to minimize the number of high-power stations and has recommended 19.2kW AC Chargers for fleet charging, sometimes referred to as “right sizing” charging infrastructure. Given the high cost of EV chargers, especially DCFC, National Grid Customers should strive to reduce the number of high-power chargers, and limit the total kW installed at their site while meeting the needs of their fleet. Please work with your project team and [EV Contractor](#) to determine what chargers best address your needs. CALSTART and the Electric School Bus Network have provided the below chart on charger types, as a resource.

## GENERAL CHARGER TYPES

AC Chargers		DC Fast Chargers		Vehicle to Grid (V2G)	
Pros	Cons	Pros	Cons	Pros	Cons
Easy install	Slow charge time	Fast charge time	Complex install	Future planning	New technology
Low project demand	Plug connectors	Networking options	High project demand	Networking Options	Complex installation
Accessories	Networking options	3Ph options	Long lead times	3Ph options	
Low maintenance	On board charger (OBC)		Large footprints	Power flexibility	
Small lead time					
Small footprint					



Vehicles on the market today have a wide variety of battery sizes and ranges, and therefore the exact charging requirements are uncertain at this stage. A more thorough route-by-route analysis should be performed for the site in the table above prior to selecting the final mix of EV charging types.

The approximate monthly cost in the table above is again only an estimate, and the monthly electricity cost can vary significantly from month to month, depending on the usage profile, weather, the mix of chargers at a site, and the coincident charging at a site. The costs listed above are using an assumption of ~\$0.10 / kWh, which can be a low estimate for some customers if the charging demand is highly coincidental or if usage is low. This \$0.10 / kWh assumption assumes a relatively high utilization rate of the chargers (i.e., a vehicle is plugged in and charging a substantial portion of a 24-hour period). If utilization is low (e.g., only 4 hours a day), then the cost per kWh would increase accordingly. Commercial customers can fall into a number of different electricity rate classes, as listed on National Grid's Electricity Tariff page: <https://www.nationalgridus.com/Upstate-NY-Business/Rates/Service-Rates?regionkey=nyupstate&customertype=business>. With loads above 100 kW, customers will typically fall into the SC-3 rate, with an option to enroll in the SC-7 rate. The SC-7 rate can be advantageous for customers charging during off-peak hours. The SC-7 rate has an as-used Daily Demand charge, which is applied to the sum of their maximum daily demands in the billing period, measured during weekdays (excluding holidays), during the hours of 8am to 10pm. National Grid can help customers through the details of these rates following a more detailed estimate of the operational characteristics of the fleet.

## Service Classifications

- **SC 1 Residential and Farm Service**  
Basic residential service
- **SC 1 Voluntary Time Of Use (SC1 Special Provision L)**  
Optional time of use delivery and supply rates that can be beneficial for residential customers that can shift usage to off peak periods
- **SC 1C Residential and Farm Service – Optional Time of Use**  
Option time of use supply rate with winter and summer on/off/shoulder peak periods that primarily benefits farms
- **SC 2ND and SC2D – Small General Service – Non-Demand and Demand**  
Small commercial customers are served on SC2ND (non-demand) until they exceed 2,000 kWh per month in four consecutive months. Once on the SC2D (demand) service class, the demand meter is not removed until energy consumption is less than 2,000 kWh for 12 consecutive months. SC 2ND customers also have the option to elect a Voluntary Time of Use option that provides supply pricing during on, off and shoulder periods.
- **SC 3 Large General Service**  
Large commercial and industrial customers with monthly demand greater than 100 kW in each of the previous 12 months
- **SC 3A Large General Service – Time of Use Rate**  
Large commercial and industrial customers with monthly demand greater than 2,000 kW in any six consecutive months of the previous 12 months
- **SC 7 Standby Service to Customers with On-Site Generation**  
Customers who have generation installed on their site, customers who are directly interconnected with a wholesale generator and wholesale generators who require service from the Company when their generation is not sufficient to meet their own needs
- **SC 12 Special Contract Rates**  
Service classification to address competitive challenges related to retention (i.e.. fuel switching, revitalization or relocation) or growth (i.e.. business attraction or business expansion)

The cost of electricity for EV charging can be simplified into 2 categories of costs, 1) a delivery charge, and 2) a supply charge. The delivery charge can vary dramatically based on a customer's peak demand,

in kilowatts (KW). The delivery charge also includes other less significant costs related to maintaining power quality of the grid, and unrelated to the EV load.

The second component, the supply charge, is dependent on the total energy consumption of the vehicles, in kilowatt-hours (kWh). The kWh usage of vehicles can again vary dramatically, based on the total miles traveled, weather, efficiency of the vehicle, and the driving conditions of the route(s) of the vehicle (e.g., hills). For the purposes of the estimate above, National Grid has assumed all vehicles operate at the maximum range, and with conservative efficiency assumptions, so it is likely that the actual kWh consumption of these vehicles could be significantly lower, with a correspondingly lower total operating cost.

Taken together, these two components of the electricity bill can have many combinations of EV charging loads. National Grid has used an estimate of \$0.10 / kWh for this initial planning estimate, but that average rate could vary significantly with 1) a much larger than anticipated demand (i.e., a very “peaky” load profile), or 2) a much lower utilization of the chargers, which would lower the overall bill, but have a higher \$/kWh rate.

The Scotia-Glenville Central School District should use the table above as a rough guideline for costs of EV charging for planning purposes but should continue to engage with National Grid as more becomes known about the project:

1. The actual vehicles to be electrified
2. The types of chargers to be installed
3. The total miles traveled, and expected kWh consumption
4. The charging profile of each charger



These factors can then determine a revised estimate of the total power demand, energy consumption, and approximate electricity costs for the site/s, including an assessment of the proper rate class (e.g., SC-2, SC-3, or SC-7).

Another consideration for the Scotia-Glenville Central School District is leveraging your school bus fleet to help the grid meet peak energy demand for electricity. Electric vehicles equipped with bidirectional battery charging systems can successfully deliver stored electricity back to the power grid using Vehicle





to Grid technology (V2G). National Grid has programs to help customers discharge energy at ideal times and compensates customers for the benefit this provides to the electric grid.

V2G technology is ideal during the summer months, when demand for electricity is often at its highest and clean energy stored in idled vehicles, like school buses, can provide an energy resource to the grid. V2G helps create a more resilient and flexible power grid and reduces the dependence on expensive fossil fuel. This technology allows school bus fleets to take advantage of the economic and environmental benefits that V2G technology offers. This technology helps to close the cost gap between electric and internal combustion engine vehicles and provides a unique revenue source to improve the economics of electric vehicle ownership.

Lastly, there are benefits to clustering charging for electric fleets. The required utility upgrades to address load impacts to distribution feeders could be minimized to enable fleet electrification, especially where there are “clusters” of fleets. Utility solutions would centrally and cost-effectively address the needs of multiple fleets at once, rather than a potentially inefficient piecemeal approach to address utility upgrades for one fleet at a time.



Collaborative and proactive site selection planning by fleet operators is needed to accelerate and support fleet electrification. Without proactive planning, fleet electrification would come at a higher cost with possible delays, as multiple, piecemeal upgrades are made to enable one fleet at a time. Streamlining and centrally updating utility connections would reduce costs, address fleet pain points, and accelerate progress toward decarbonization goals to meet state deadlines. By fleets clustering and charging in proximity, National Grid can work to develop shared infrastructure solutions for electric fleets.





## SECTION 7: MAKE-READY PROGRAM INCENTIVES AND OTHER FUNDING



The goal of the EV Make-Ready Program is to support the development of electric infrastructure and equipment necessary to accommodate an increased deployment of EVs within New York State by reducing the upfront costs of building charging stations. Through this EV Make-Ready Program, National Grid’s commercial customers seeking to install Level 2 (L2) and/or Direct Current Fast Charging (DCFC) chargers can earn incentives that will offset a large portion of, or in some cases, all the infrastructure costs associated with preparing a site for EV charger installation. National Grid’s EV Make-Ready Program does not cover the cost of the EVSE hardware (charging station or network equipment). Depending on the desired fleet type, National Grid has the below infrastructure incentive options.

### Light Duty Vehicle (LDV) Fleet Charging Incentives

National Grid’s role is to “Make the Site Ready” for a Customer or Fleet Operator to easily install or “plug in” an EV charging station, for public/ workplace/ school parking lot passenger vehicle charging or for light-duty electric fleet operations. National Grid funds a portion of the electric infrastructure upgrades needed on both the utility-side and customer-side of the meter. Without this program, the Customer would have to pay for the upgrades, which may otherwise be cost-prohibitive. National Grid does not own the actual charger nor the customer-side of the meter equipment under this program. This program can be used to fund light-duty fleet charging infrastructure and employee/student/ public electric vehicle charging infrastructure (at the project site or other locations).

	Make-Ready Program Components			
	 <b>Utility-Side Infrastructure</b>	 <b>Customer-Side Infrastructure</b>	 <b>EVSE Hardware</b>	 <b>Other Soft Costs</b>
<b>Component Example</b> ▶	<ul style="list-style-type: none"> <li>• Distribution Network</li> <li>• Transformers</li> <li>• Meters</li> <li>• Conductor</li> </ul>	<ul style="list-style-type: none"> <li>• Panel</li> <li>• Conductor</li> <li>• Boring</li> <li>• Trenching</li> <li>• Conduit</li> </ul>	<ul style="list-style-type: none"> <li>• Charging Station</li> <li>• Network Equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Signs</li> <li>• Bollard</li> <li>• Network</li> <li>• Maintenance</li> <li>• Assoc. Fees</li> </ul>
<b>Paying Entity</b> ▶	National Grid Make-Ready Program (Covers up to 50%, 90%, 100%)*		NYSERDA (When available)	Customer Responsibility
	Potential Customer Contribution		Customer Contribution	
<b>Owning Entity</b> ▶	National Grid	Customer		

Note: Graphic is for illustrative purposes only, may not be exhaustive and contents are subject to change.

## Eligibility Criteria

**Incentive Levels & Project Eligibility Criteria: To be eligible for the program incentive levels shown below you must be a National Grid Delivery Customer and project construction must start after July 16, 2020.**

Incentive Level	Eligible Project Criteria
Up to 100%	Publicly available DCFC projects with standardized plug types located within Disadvantaged Communities.
	L2 projects at multi-unit dwellings located within Disadvantaged Communities.
Up to 90%	Publicly available L2 and DCFC projects with standardized plug types located outside of Disadvantaged Communities. Includes municipal pay-to-park and free parking locations.
	Publicly available L2 and DCFC projects including proprietary plugs must have an equal number of standardized plugs of an equal or greater charging capacity to the proprietary plugs (outside of Disadvantaged Communities).
Up to 50%	Non-public L2 and DCFC projects, such as workplaces with restricted access and privately-owned pay-to-park lots.
	Public and non-public L2 and DCFC projects consisting only of proprietary plugs.
	Public and non-public L2 and DCFC projects where proprietary plugs are not co-located with an equal number or greater number of standardized plugs of equal or greater charging capacity.

Table is provided for illustrative purposes. National Grid reserves the right to make determinations regarding incentive-level eligibility based on its best interpretation of the proposed project and available information at the time of review.

### Criteria Key Terms:

#### Standardized Plugs:

Level 2: SAE J1772

DCFC: CCS1

#### Proprietary Plugs:

DCFC: CHAdeMO, Tesla

#### Publicly Available/Accessible:

Open parking lots available 24/7 without any restricted access, key card entry, gates, or pay to park lots.

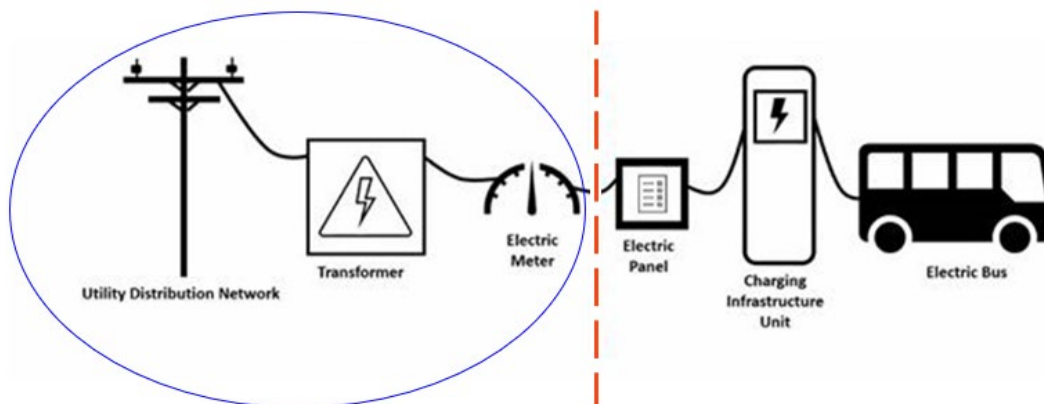
**Exception:** Pay to Park lot that is owned by a municipality is considered publicly available.

**To qualify, DCFC projects must** install stations of 50kW or greater and must have at least 2 simultaneously charging plugs.

\* Customer is responsible for charger costs, annual maintenance cost, ongoing electricity costs.

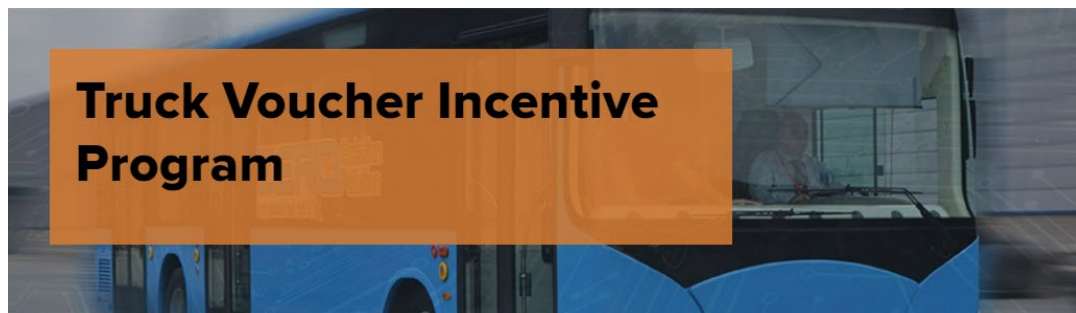
## Medium and Heavy-Duty Vehicle (MHDV) Fleet Charging Incentives

National Grid’s role is to “Make the Site Ready” for a Customer or Fleet Operator to easily install or “plug in” an EV charging station, for medium and heavy-duty electric fleet operations. Under the Medium and Heavy-Duty Vehicle (MHDV) Pilot Program, National Grid will fund a significant portion of the grid-side infrastructure to bring power to the charging station. The MHDV incentives cover up to 90% of utility-side make-ready costs. The MHDV incentives cover up to 90% of utility-side (see below blue circled area) make-ready costs, *only if utility side upgrades are needed*. These are costs that the customer gets billed for. However, under the MHDV program those costs would be reduced by 90%. Once the final vehicle electrification roadmap is presented to National Grid, the above vehicle and EVSE demand estimations will be updated to reflect projected demand and related costs and then National Grid will have a better picture of the infrastructure requirements for the site.













Applicants to the MHDV Program must participate in the [New York Truck Voucher Incentive Program \(NYTVIP\)](#).



NYTVIP is administered by the New York State Energy Research and Development Authority (NYSERDA). According to NYSERDA, NYTVIP “makes it easier for fleets to adopt clean vehicle technologies while removing the oldest, dirtiest diesel engines from New York roads.” NYTVIP provides discounts to fleets across New York State that purchase or lease all-electric (battery electric or BEV) medium- and heavy-duty vehicles (weight class 4 through 8). On December 14, 2022, New York State announced that [additional funding for electric school buses was allocated to NYTVIP](#). It is highly possible that the program will be opened to the EPA Clean School Bus as well, in the near future.

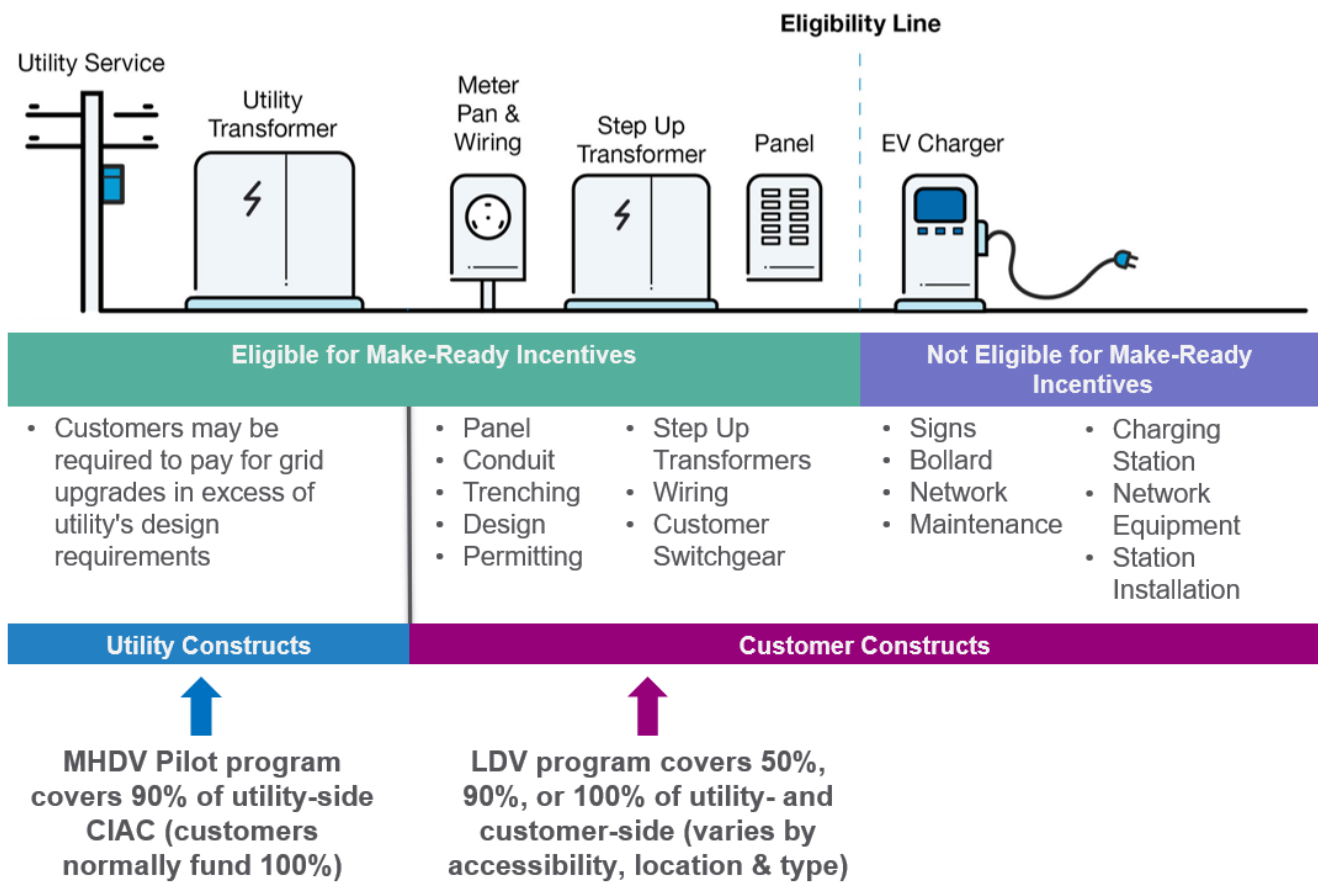
The MHDV Program is focused on [disadvantaged communities \(DACs\)](#), where projects are prioritized to support a direct reduction of diesel emissions for those most impacted by pollution. Per New York’s definition of Disadvantaged Communities (DACs), this site is not located in a DAC. For purposes of incentive eligibility, infrastructure funding is prioritized for fleets located in DACs (environmental justice low-income areas) or for fleets operating eligible routes in DACs (see map in Section 3). Please use the DAC map link to see if you have eligible routes into a DAC.

## Customer Support: *Utilities Support the Fleet Electrification Journey*

 NAVIGATING THE UTILITY	 PLANNING EV / EVSE ADOPTION	 UTILITY INFRA.	 CUSTOMER INFRA.	 EV CHARGER (EVSE)	 VEHICLE COSTS	 OTHER SOFT COSTS	 ONGOING OPERATIONS
<ul style="list-style-type: none"> <li>• Finding POC</li> <li>• New tech. for site hosts &amp; fleet managers</li> </ul>	<ul style="list-style-type: none"> <li>• Site analysis</li> <li>• Bill impact</li> <li>• Business operations impact</li> </ul>	<ul style="list-style-type: none"> <li>• Distribution Network</li> <li>• Transformer</li> <li>• Meter</li> <li>• Conductor</li> </ul>	<ul style="list-style-type: none"> <li>• Panel</li> <li>• Conductor</li> <li>• Boring</li> <li>• Trenching</li> <li>• Conduit</li> </ul>	<ul style="list-style-type: none"> <li>• Charging station</li> </ul>	<ul style="list-style-type: none"> <li>• EV option can be &gt;2x more than ICE option</li> </ul>	<ul style="list-style-type: none"> <li>• Signs</li> <li>• Landscaping</li> <li>• Maintenance</li> <li>• Networking</li> </ul>	<ul style="list-style-type: none"> <li>• Uncertain costs &amp; tech.</li> <li>• Managed charging</li> <li>• New business models</li> </ul>
Single Points of Contact (SPOC)	Fleet Assessment Services	Infrastructure Make-Ready Programs (for Medium and Heavy-Duty Fleets, program covers up to 90%)	Fleet Operator Responsible (for Medium and Heavy-Duty Fleets)	State, Federal, and Utility Rebates, if available	State, Federal, and Utility Funding Available, if available	Fleet Operator Responsible	Fleet Operator Responsible, Utility Advises, Reduces Fuel Cost, Enables Resiliency
Key: <span style="color: #008000;">■</span> Primarily utility role <span style="color: #add8e6;">■</span> 3 <sup>rd</sup> party options available <span style="color: #808080;">■</span> Customer primarily responsible <span style="color: #008000;">■</span> Customer & utility role							



Applicants to the Make-Ready Program can apply to the Light-Duty Vehicle (LDV) charging incentive program and the Medium and Heavy-Duty (MHDV) Fleet charging incentive program, if eligible. The below graphic explains what the MHDV program covers and what the LDV program covers and how they can be layered together for mixed fleet charging.



Below are the steps to apply to both programs. The only difference is that there is an incentive payment to the contractor or customer, under Step 5, for the LDV program. The MHDV program does not have a payment to the contractor or customer as the MHDV funding reduces the customer's obligation to National Grid for utility-side upgrades.

# Here's how it works.



STEP  
**1**

## Information & Application

Potential program participant reviews program information, and finds an Approved Contractor at [ngrid.com/takechargeuny](https://ngrid.com/takechargeuny)



STEP  
**2**

## Design

Program participant works with Approved Contractor and National Grid on charger selection and site design.



STEP  
**3**

## Application Review

Participant or Contractor submits application and National Grid reviews eligibility and site information, assessing costs and feasibility.



STEP  
**4**

## Construction

National Grid and Approved Contractor build "make-ready" infrastructure to parking space.



STEP  
**5**

## Activation

Chargers are installed and activated. Customer provides documentation. National Grid provides payment to customer.

### Other Financing Options

In addition to the [New York Truck Voucher Incentive Program \(NYTVIP\)](#), referenced above, NYSERDA's NY Green Bank provides financing for clean transportation and charging infrastructure. The NY Green Bank is a \$1 billion state-sponsored fund that finances clean energy and sustainable infrastructure across New York State with the goal of mobilizing investment into the energy transition. In addition to providing creative financing solutions for electric and zero-emission vehicle deployment, NY Green Bank capital is available to support the build-out of electric vehicle charging infrastructure in New York State. Their financial products assist clean energy generation, energy efficiency, clean transportation, and clean energy storage. Their full line of [Product Offerings - NY Green Bank](#) can be viewed on their website or customers can call the NY Green Bank at 1-212-379-6260 or email [info@greenbank.ny.gov](mailto:info@greenbank.ny.gov).

## SECTION 8: NEXT STEPS AND ADDITIONAL RESOURCES

- **Provide the Final Vehicle Electrification Roadmap to National Grid:** then the vehicle and EVSE demand estimations can be updated to reflect projected demand and related costs
- **Or Get Support:** contact National Grid’s New York Fleet Implementation Lead Project Manager with questions- Leslie Vishwanath at [Leslie.Vishwanath@nationalgrid.com](mailto:Leslie.Vishwanath@nationalgrid.com) or 716-984-3520.
- **Or Move Forward** with Electrifying Your Fleet
  - Connect with National Grid for EV infrastructure needs
    - Link to UNY EV program
      - <https://www.nationalgridus.com/takechargeprogramuny-materials>
    - EV Hub for charging types
      - <https://www.nationalgridus.com/ev-fleet-hub/>
    - Engage with an approved contractor/ installer who will apply to the Make-Ready program on your behalf
      - <https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/ev/ee8467-ev-approved-contractor-list.pdf>
    - If EV chargers cannot be powered from the existing electrical service due to load/breaker capacity, a Work Request (WR) with National Grid must be created:
      - <https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/cm9061-new-service-request-form.pdf>
    - Link to Medium- and Heavy-Duty Vehicle (MHDV) fleets EV program
      - <https://www.nationalgridus.com/Upstate-NY-Business/Energy-Saving-Programs/Electric-Vehicle-Charging-Station-Program#fleet>
- **Explore Resources for Electrifying**
  - New York State Truck Voucher Incentive Program (NYS TVIP)
    - <https://www.nyserda.ny.gov/All-Programs/Truck-Voucher-Program>
  - New York State Department of Environmental Conservation (NYS DEC)
    - Grant Funding for Municipalities
      - <https://www.dec.ny.gov/energy/109181.html>
  - EPA Clean School Bus Program Funding
    - <https://www.epa.gov/cleanschoolbus/clean-school-bus-program-grants> – Effective April 24, 2023, the EPA 2023 Clean School Bus NOFO is open. All application packages need to be submitted electronically to EPA through Grants.gov no later than Tuesday, August 22, 2023, at 11:59 p.m. (ET) to be considered for funding.



**Announcing the  
2023 Clean School  
Bus NOFO!**



- Total Cost of Ownership Estimator
  - <https://globaldrivetozero.org/tools/calculator/>
- WRI's Electric School Bus Initiative
  - <https://electricschoolbusinitiative.org/>
  - <https://electricschoolbusinitiative.org/step-step-guide-school-bus-electrification>
  - <https://electricschoolbusinitiative.org/school-bus-electrification-template-roadmap>
  - <https://electricschoolbusinitiative.org/tco-calculator>
  - [https://electricschoolbusinitiative.org/all-about-electric-school-bus-battery-safety?utm\\_medium=email+&utm\\_source=article&utm\\_campaign=battery\\_safety](https://electricschoolbusinitiative.org/all-about-electric-school-bus-battery-safety?utm_medium=email+&utm_source=article&utm_campaign=battery_safety)
- International Energy Agency
  - Electric Vehicle Charging and Grid Integration Tool
    - <https://www.iea.org/data-and-statistics/data-tools/ev-charging-and-grid-integration-tool>
  - Grid Integration of Electric Vehicles: A manual for policy makers
    - <https://iea.blob.core.windows.net/assets/21fe1dcb-c7ca-4e32-91d4-928715c9d14b/GridIntegrationofElectricVehicles.pdf>
- Energy Storage Resources
  - <https://www.nationalgrid.com/stories/energy-explained/what-is-battery-storage>
  - <https://www.nyserda.ny.gov/All-Programs/Energy-Storage/Energy-Storage-for-Your-Business>
  - <https://energystorage.org/why-energy-storage/applications/customer-sited/>
  - <https://energystorage.org/wp/wp-content/uploads/2020/01/Energy-Storage-101-design.pdf>
  - <https://energystorage.org/why-energy-storage/applications/transportation-storage/>

## SECTION 9: APPENDIX: FREQUENTLY ASKED QUESTIONS

### **Will additional training be needed for our drivers or maintenance staff?**

Driving an EV is very similar to an ICE (internal combustion engine), but there are a few differences that your team may need help with, such as charging the vehicle and how to shift it into “drive.” The level of training needed may vary depending on the vehicle type. The National Grid Electric Vehicle Fleet Hub (<https://www.nationalgridus.com/ev-fleet-hub/>) provides information and training materials to help address your needs.

### **What is the impact of cold weather on electric vehicle (EV) operation?**

Extreme outside temperatures do reduce range, because more energy must be used to heat or cool the cabin. In the northeast, this can equate to small range reductions in the fall and spring, and up to 30-50% in the winter. For estimates of range reductions on various light-duty EVs, see findings from [Recurrent](#).

### **How long do EVs last?**

A manufacturer’s warranty of a light-duty EV typically covers 8 years or 100,000 miles, and the expected battery lifetime is 10 to 12 years. Batteries in newer EV models should be capable of longer miles and lifetimes. On average, EV battery degradation is about 2% per year. An EV reaches the end of its useful life when the battery has less than 80% of its initial capacity remaining.

### **What electrical infrastructure upgrades will be needed to install chargers for my fleet? What are the associated costs?**

While the specifics around electrical upgrades are not the focus of this analysis, your Project Manager can connect you with vetted charging station installers, as well as the National Grid EV Implementation Team, to better understand the costs of upgrades. Or you can engage directly with National Grid’s Approved EV Contractor List to discuss charging options at your sites, and we can work directly with your contractor on EV Charging requirements and incentive options, if available. The link to National Grid’s Approved EV Contractor List can be found here:

<https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/ev/ee8467-ev-approved-contractor-list.pdf>

### **Which New York fleets have gone electric and what funding did they receive?**

The New York Fleet Advisory Services Program portal (<https://www.nationalgridus.com/ev-fleet-hub/>) provides links to case studies of EV fleet deployment. If you would like additional or more specific examples, please contact your Project Manager.

### **Who do I contact with additional questions?**

You can contact National Grid’s New York Fleet Implementation Lead Project Manager Leslie Vishwanath at [Leslie.Vishwanath@nationalgrid.com](mailto:Leslie.Vishwanath@nationalgrid.com) or 716-984-3520.

**Appendix B: District Fleet**

<b>2023-2024 SGCS D Fleet List</b>				
<b>BUS</b>	<b>YEAR</b>	<b>FUEL</b>	<b>AGE</b>	<b>MILEAGE</b>
<b>201</b>	2014	DIESEL	9	75,745
<b>209</b>	2015	DIESEL	8	63,133
<b>210</b>	2014	GAS	9	136,212
<b>211</b>	2014	GAS	9	136,058
<b>212</b>	2014	GAS	9	126,601
<b>213WC</b>	2014	GAS	9	120,309
<b>214</b>	2016	DIESEL	7	66,622
<b>215</b>	2016	DIESEL	7	82,532
<b>216</b>	2015	GAS	8	102,958
<b>217</b>	2015	GAS	8	105,809
<b>218</b>	2015	GAS	8	72,406
<b>219</b>	2015	GAS	8	108,798
<b>220</b>	2017	DIESEL	6	79,464
<b>221</b>	2017	DIESEL	6	53,849
<b>222</b>	2017	DIESEL	6	63,871
<b>223WC</b>	2016	GAS	7	46,673
<b>224</b>	2016	GAS	7	79,238
<b>225</b>	2017	GAS	6	45,278
<b>226</b>	2017	GAS	6	103,452
<b>227</b>	2018	DIESEL	5	47,894
<b>228</b>	2018	DIESEL	5	47,932
<b>229</b>	2018	DIESEL	5	61,405
<b>230</b>	2018	DIESEL	5	40,445
<b>231WC</b>	2018	GAS	5	63,663
<b>232</b>	2018	GAS	5	69,386
<b>233</b>	2018	GAS	5	68,246
<b>234</b>	2018	GAS	5	68,748
<b>235</b>	2018	GAS	5	59,868
<b>236</b>	2020	GAS	3	37,603
<b>237</b>	2020	GAS	3	58,839
<b>238</b>	2020	GAS	3	54,170
<b>239</b>	2020	GAS	3	48,010
<b>240</b>	2021	GAS	2	42,562
<b>241</b>	2020	GAS	3	39,154
<b>242</b>	2020	GAS	3	43,180
<b>243WC</b>	2021	GAS	2	17,665
<b>244</b>	2020	GAS	3	33,862
<b>245</b>	2022	GAS	1	25,778
<b>246</b>	2022	GAS	1	29,298
<b>247</b>	2022	GAS	1	31,031
<b>248</b>	2022	GAS	1	25,544
<b>249</b>	2022	GAS	1	13,647
<b>250</b>	2023	GAS	0	11,737
<b>251</b>	2023	GAS	0	8,972
<b>252</b>	2023	GAS	0	9,739
<b>253</b>	2024	GAS	0	3,102
<b>254WC</b>	2024	GAS	0	1,924
<b>255</b>	2023	GAS	0	322



**Appendix C: Final Rule**

Please view the full document at the following link:

<https://www.nyseda.ny.gov/-/media/Project/Nyserda/Files/Programs/Product-and-Appliance-Efficiency-Standards/Final-Rule.pdf>

**Appendix D:General Provisions of Laws Covering Workers on Article 8 Public Work Contracts**

# **General Provisions of Laws Covering Workers on Article 8 Public Work Contracts**

## **Introduction**

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

## **Responsibilities of the Department of Jurisdiction**

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

## **Hours**

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

### **Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

### **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

### **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.



Every employer providing workers compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

### **Social Security Numbers on Certified Payrolls:**

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

### **Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov).

### **Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)**

**Effective June 23, 2020**

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub*\*. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.ny.gov](http://www.labor.ny.gov) or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. \*In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations  
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

#### **2. Background and Statutory References:**

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

#### **3. Procedures and Agency Responsibilities:**

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.



**To all State Departments, Agency Heads and Public Benefit Corporations  
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:  
You are Covered by the Construction Industry Fair Play Act**

**The law says that you are an employee unless:**

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.**

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

**Penalties** for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
  - First offense: Up to \$2,500 per employee
  - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
  - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
  - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

**If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously. You can remain anonymous.**

**Employer Name:**

IA 999 (09/16)



# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

**These wages are set by law and must be posted at the work site. They can also be found at:**  
**<https://dol.ny.gov/bureau-public-work>**



If you feel that you have not received proper wages or benefits, please call our nearest office.\*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

\* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

\*\*A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

#### Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

#### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.ny.gov](http://www.labor.ny.gov)) for current wage rate information.

#### Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor  
 Bureau of Public Work  
 State Office Campus, Bldg. 12  
 Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Schenectady County General Construction**

**Boilermaker**

**01/01/2024**

**JOB DESCRIPTION** Boilermaker

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

**WAGES**

Per hour

	07/01/2023	01/01/2024
		Additional
Boilermaker	\$ 40.09	+ \$1.31*

(\*) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$25.95
	+ 1.49**

(\*\*) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**OVERTIME PAY**

See (B, E, Q, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

( 1/2 ) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.35	19.35	20.29	21.23	22.17	23.13	24.06	25.01
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

(\*\*) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

1-197

**Carpenter - Building**

**01/01/2024**

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

**WAGES**

Per hour:

	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional
Carpenter	\$ 35.30	\$ 1.25*	\$ 1.25*
Floor Coverer	35.30	1.25*	1.25*
Carpet Layer	35.30	1.25*	1.25*
Dry-Wall	35.30	1.25*	1.25*
Diver-Wet Day	61.25	0.00	0.00
Diver-Dry Day	36.30	1.25*	1.25*
Diver Tender	36.30	1.25*	1.25*

\*To be allocated at a later date

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.



- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 80' no additional fee
  - 81' to 100' additional \$.50 per foot
  - 101' to 150' additional \$0.75 per foot
  - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

**SHIFT WORK**

On Agency/Owner mandated shift work, the following rates will be applicable:

- 1st Shift - Regular Rate
- 2nd Shift - Premium of 7% of base wage per hour
- 3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.42

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

**REGISTERED APPRENTICES**

**CARPENTER APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$ 12.41	\$12.41	\$15.01	\$15.01
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**PILEDRIIVER/DOCK BUILDER APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%*	70%*	75%*	80%*

\*Pile Driver/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.

Supplemental Benefits per hour:

\$ 12.41	\$ 12.41	\$ 15.01	\$ 15.01
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**LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$ 12.41	\$ 12.41	\$ 15.01	\$ 15.01
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**ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:**

- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Alb

**Carpenter - Building / Heavy&Highway**

**01/01/2024**

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

**PARTIAL COUNTIES**

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

**WAGES**

Wages per hour:	07/01/2023	07/01/2024
		Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 34.48	\$ 2.25*

\*To be allocated at a later date

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 26.30

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

**REGISTERED APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	\$ 17.56
2nd term	18.04
3rd term	20.06
4th term	20.54

2-42AtSS

**Carpenter - Heavy&Highway**

**01/01/2024**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour	07/01/2023	07/01/2024
		Additional
Carpenter	\$ 41.32	\$ 4.00*

Piledriver	41.32	4.00*
Diver-Wet Day	66.32	4.00*
Diver-Dry Day	42.32	4.00*
Diver-Tender	42.32	4.00*

\*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.75

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

**REGISTERED APPRENTICES**

**CAPRENTER APPRENTICES**

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

\$ 18.37	\$ 18.92	\$ 20.97	\$ 21.52	\$ 22.07
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**PILEDRIIVER/DOCKBUILDER APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	80%	85%

Supplemental Benefits per hour:

\$ 18.37	\$ 18.92	\$ 21.52	\$ 22.07
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NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-291HH-Alb

**Electrician**

**01/01/2024**

**JOB DESCRIPTION** Electrician

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.  
 Otsego: Only the Towns of Decatur and Worchester

**WAGES**

Per hour

	07/01/2023	06/01/2024
Electrician	\$ 46.50	Additional + \$2.24*
Audio/Sound	46.50	+ \$2.24*
Video	46.50	+ \$2.24*
Tele-Data	46.50	+ \$2.24*
Solar/ Photovoltaic	46.50	+ \$2.24*

(\*) To be allocated at later date.

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smokestacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

An additional 5% above rate when Journeymen are required to work as Lead (Pb) cable splicers.

An additional 10% above rate when Journeymen Welders are required to have ASME verification.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 29.91
	+3% of wage

**OVERTIME PAY**

See (B, \*E, Q) on OVERTIME PAGE

\* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

For Projects Bid on or Prior to 05/31/2019

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 17.3%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 31.4%

For Projects Bid on or After 09/01/2019

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS OF AT LEAST A FIVE (5) DAY DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 17.3%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 31.4%

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

**REGISTERED APPRENTICES**

Wages per hour

Terms at the following percentage of Journeyman's wage.

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.  
 An additional 10% above rate on towers & smoke stacks over 100' high.  
 An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Apprentices indentured on or before 12/31/2018

\$29.91

Apprentices indentured on or after 01/01/2019

Supplemental Benefits per hour worked

0-12 month term	\$ 15.02**
2nd year term	24.19**
3rd year term	25.33**
4th year term	26.48**
5th year term	27.62**

(\*\*) Plus additional 3% of wage

1-236

**Elevator Constructor**

**01/01/2024**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida  
 Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

**WAGES**

Per hour

	07/01/2023	01/01/2024
Mechanic	\$ 53.02	\$ 55.32
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

	07/01/2023	01/01/2024
Journeyman/Helper	\$ 37.335*	\$ 37.885*

(\* ) Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE  
 Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55%	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

**Glazier**

**01/01/2024**

**JOB DESCRIPTION** Glazier

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour

07/01/2023

Glazier Base Wage \$ 32.16  
 Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium

High Work Base Wage\*\*\* \$ 34.31  
 Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium

(\*\*\*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 22.65  
 Journeyman High Work \$ 28.30

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE  
 Premium is applied to the respective base wage only.

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am: ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

**REGISTERED APPRENTICES**

Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$4.10 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th
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50%      65%      75%      90%  
 + additional \$4.10 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 18.98
2nd-4th term	22.65
Apprentice High Work	
1st term	22.45
2nd-4th term	28.30

1-201

**Insulator - Heat & Frost**

**01/01/2024**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

**WAGES**

Wages per hour	07/01/2023	05/01/2024 Additional
Asbestos Worker*	\$ 39.68	+ \$2.00**
Insulator*	39.68	
Firestopping Worker*	33.73	

(\* ) On Mechanical Systems only.

(\*\* ) To be allocated at later date.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 25.64
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**OVERTIME PAY**

See (\*B1, \*\*Q) on OVERTIME PAGE

\*B1=Double time begins after 10 hours on Saturday

\*\*Q=Triple time on Labor Day if worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

one year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices	\$ 25.64
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1-40

**Ironworker**

**01/01/2024**

**JOB DESCRIPTION** Ironworker

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

**WAGES**



Wages	07/01/2023
Per hour	
Ornamental	\$ 34.50
Reinforcing	34.50
Rodman	34.50
Structural & Precast	34.50
Mover/Rigger	34.50
Fence Erector	34.50
Stone Derrickman	34.50
Sheeter	34.75
Curtain Wall Installer	34.50
Metal Window Installer	34.50

**SUPPLEMENTAL BENEFITS**

Per hour	
JOURNEYPERSON	\$ 31.64

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift	6:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting 4:30 PM to 12:00 AM	REGULAR RATE PLUS 10%
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**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour  
 ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2023
1st year	\$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.50
Supplemental Benefits per hour worked	
1st year	\$ 12.28
2nd year	24.30
3rd year	26.00
4th year	27.72

**Laborer - Building**

01/01/2024

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Schenectady, Schoharie

**PARTIAL COUNTIES**

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

**WAGES**

Per hour	07/01/2023	07/01/2024
		Additional
Group #1:		
All Classifications	\$ 36.54	+ \$2.50*

except as noted in  
 Groups 2 & 3

Group #2:  
 Blaster, Drilling equipment  
 only where a separate air  
 compressor unit supplies power,  
 Metal formsetter (sidewalk),  
 Well pointing & Laser  
 operator \$ 37.04 + \$2.50\*

Group #3:  
 Handling of Asbestos  
 or Toxic Materials \$ 37.89 + \$2.50\*

(\* To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 23.46

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

07/01/2023  
 Apprentices \$ 23.46

1-157

**Laborer - Heavy&Highway**

**01/01/2024**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Schenectady, Schoharie

**PARTIAL COUNTIES**

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

**WAGES**

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers, Tools Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Paver/Raker and Powderman.

GROUP # D:

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:

Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour	07/01/2023	07/01/2024
Group # A	\$ 39.19	Additional + \$3.25*
Group # B	39.39	+ \$3.25*
Group # C	39.59	+ \$3.25*
Group # D	39.79	+ \$3.25*
Group # E	41.69	+ \$3.25*

(\* ) To be allocated at later date.

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 26.90

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday pay

**REGISTERED APPRENTICES**

Wages per hour

**1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE**

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices 07/01/2023 \$ 26.90

1-157h/h

**Laborer - Tunnel**

**01/01/2024**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

**WAGES**

Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour

07/01/2023

Class 1	\$ 45.65
Class 2	47.65
Class 4	49.90
Class 5	41.15

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

All Government mandated irregular shift work Monday through Saturday is subject to Premium rate. All Government mandated irregular shift work that falls on Sunday is subject to double Premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 26.91
	+1.59*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

**OVERTIME PAY**

See (B, E, Q, V, X) on OVERTIME PAGE

**HOLIDAY**

Paid:	See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime:	See (5, 6, 15, 16, 25) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

**Lineman Electrician**

**01/01/2024**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Cable Splicer	63.14	64.79
Certified Welder,		
Pipe Type Cable	60.27	61.85
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder,		
Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	35.95	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2023

05/06/2024

Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.  
 NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.  
 Overtime See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

**Lineman Electrician - Teledata**

**01/01/2024**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT                      REGULAR RATE

2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70 *plus 3% of the hourly wage paid	\$ 5.70 *plus 3% of the hourly wage paid	\$ 5.70 *plus 3% of the hourly wage paid

\*The 3% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting**

**01/01/2024**

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.  
 (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	49.32	50.54
Certified Welder	51.79	53.07
Digging Machine	44.39	45.49
Tractor Trailer Driver	41.92	42.96
Groundman, Truck Driver	39.46	40.43
Equipment Mechanic	39.46	40.43
Flagman	29.59	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%



NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour worked (but also required on non-worked holidays):

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2023	05/06/2024
	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**01/01/2024**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44

Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

\*NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	12/31/2023
Journeyman	\$ 10.48 *plus 4.5% of the hourly wage paid	\$ 10.48 *plus 4.5% of the hourly wage paid

\* The 3% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

**Mason - Building**

**01/01/2024**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour 07/01/2023

Tile/Marble/Terrazzo

Setter	\$ 37.41
Finisher	29.14

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman Setter	\$ 21.83
Journeyman Finisher	18.87

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:

1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:

1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

07/01/2023

Setter:

1st term 0-500 hrs	\$ 12.98
2nd term 501-1500 hrs	12.98
3rd term 1501-2500 hrs	17.40
4th term 2501-3500 hrs	17.40
5th term 3501-4500 hrs	19.61
6th term 4501-6000 hrs	21.83

Finisher:

1st term 0-500 hrs	\$ 12.22
2nd term 501-1500 hrs	12.22
3rd term 1501-2500 hrs	15.54
4th term 2501-3700 hrs	15.54

12-2TS.1

**Mason - Building**

**01/01/2024**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

**PARTIAL COUNTIES**

Warren: Only the Townships of Bolton, Lake George, Lake Luzerne, Queensbury, Stony Creek, Thurman & Warrensburg.

**WAGES**

Per hour 07/01/2023

Bricklayer	\$ 40.24
Cement Mason(Bldg)	40.24
Plasterer/Fireproofing*	40.24
Pointer/Caulker/Cleaner	40.24
Stone Mason	40.24
Acid Brick	40.74

(\*Fireproofing of Structural only.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 23.13
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**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms \$ 23.13

12-2b.1

**Mason - Heavy&Highway**

**01/01/2024**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

**PARTIAL COUNTIES**

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

**WAGES**

Per hour

07/01/2023

Mason &

Bricklayer

\$ 41.46

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman

\$ 21.98

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

**REGISTERED APPRENTICES**

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours \$ 13.38

All Other 21.98

12-2hh.1

**Millwright**

**01/01/2024**

**JOB DESCRIPTION** Millwright

**DISTRICT** 6

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:

07/01/2023

07/01/2024

07/01/2025

Millwright - Power Generation	\$ 43.05	Additional \$ 2.50	Additional \$2.50
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NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman	\$ 27.40*
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\*NOTE: Subject to OT premium

**OVERTIME PAY**

See (B, E, E2, Q, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

**REGISTERED APPRENTICES**

WAGES per hour: One year terms at the following percentage of Journeyman's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

\*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	22.75
Appr. 3rd year	24.30
Appr. 4th year	25.85

6-1163Power

**Millwright**

**01/01/2024**

**JOB DESCRIPTION** Millwright

**DISTRICT 2**

**ENTIRE COUNTIES**

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

**WAGES**

Per hour:	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional
Building	\$ 37.43	\$ 2.50*	\$ 2.50*
Heavy & Highway	40.43	3.00*	2.50*

\*To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.

- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 26.32

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

**REGISTERED APPRENTICES**

Wages per hour:

(1)year terms at the following percentage of Journeyman's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 12.04
2nd term	22.04
3rd term	23.47
4th term	24.89

2-1163.1

**Operating Engineer - Building**

**01/01/2024**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

CLASS A1\*: Cranes, tower cranes, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks (over 5 tons).

CLASS A:

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

\*\*\* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

**WAGES per hour**

	07/01/2023	07/01/2024
Class A1*	\$ 50.93	\$ 53.11
Class A	50.44	52.62
Class B	49.42	51.60
Class C	46.52	48.70

**(\*) TONNAGE RATING PREMIUMS:**

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00

All cranes 400-599 tons, A1 rate plus \$4.00

All cranes 200-399 tons, A1 rate plus \$3.00

All cranes 111-199 tons, A1 rate plus \$2.25

All cranes 110 tons and under, A1 rate only

Additional \$0.50 per hr on A1 rate for Tower Cranes.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

	07/01/2023	07/01/2024
Journeyman	\$ 31.30	\$32.40

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2023	07/01/2024
All terms	\$ 26.60	\$27.70



**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT** 1

**ENTIRE COUNTIES**

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

CLASSIFICATION A1\*: All Cranes

**CLASSIFICATION A:**

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

**CLASSIFICATION B:**

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Wprk Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

**CLASSIFICATION C:**

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Insertter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

**WAGES per hour**

	07/01/2023	07/01/2024
Class A1*	\$55.63	57.90
Class A	52.63	54.90
Class B	51.72	53.99
Class C	49.15	51.42

**(\*) TONNAGE RATING PREMIUMS:**

- Cranes over 1000 tons, A1 rate plus \$7.00
- Cranes from 800-999 tons, A1 rate plus \$6.00
- Cranes from 600-799 tons, A1 rate plus \$5.00
- Cranes from 400-599 tons, A1 rate plus \$4.00
- Cranes from 200-399 tons, A1 rate plus \$3.00
- Cranes from 111-199 tons, A1 rate plus \$2.00

Cranes from 65-110 tons, A1 rate plus \$1.50  
 Cranes from 0-64 Tons, A1 rate only  
 NOTE: Additional value subject to same premiums as shown for OT

-- Tower Cranes, A1 rate plus \$3.00  
 -- Cranes in Luffer Configuration, A1 rate plus \$5.00  
 -- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00  
 NOTE: Additional value subject to same premiums as shown for OT

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2023	07/01/2024
Journey person	\$ 31.50	\$ 32.60

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journey person's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked	07/01/2023	07/01/2024
All Terms	\$ 26.25	\$27.10

1-158H/H Alb

**Operating Engineer - Survey Crew**

**01/01/2024**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.  
 Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.  
Instrument Person - One who operates the surveying instruments.  
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work  
Additional \$2.50/hr. for Hazardous Work Site

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 28.90
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**OVERTIME PAY**

See (B, E, P, \*X) on OVERTIME PAGE

\*Note: \$24.60/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2023

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	23.70 / " 19.95
2001-3000	26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer**

**01/01/2024**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work.  
Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 28.90

**OVERTIME PAY**

See (B, E, Q, \*X) on OVERTIME PAGE

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2023

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	\$ 23.70 / " 19.95
2001-3000	\$ 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

**Operating Engineer - Tunnel**

**01/01/2024**

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

**WAGES**

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

**CLASS C:** A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Guniting Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

**CLASS D:** Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinus Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2023	07/01/2024	07/01/2025
CLASS A	\$ 53.52	\$ 55.91	\$ 58.44
CLASS B	52.30	54.69	57.22
CLASS C	49.51	51.90	54.43
CLASS D	46.50	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

**CRANES:**

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 57.52	\$ 59.91	\$ 62.44
Crane 2	56.52	58.91	61.44
Crane 3	55.52	57.91	60.44

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2023	07/01/2024	07/01/2025
	\$ 24.20	\$ 25.05	\$ 25.90
	+ 9.60*	+ 9.85*	+ 10.10*

\* This portion of benefits subject to same premium rate as shown for overtime wages.

**OVERTIME PAY**

See (B, B2, E, Q, X) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

**Painter**

**01/01/2024**

**JOB DESCRIPTION** Painter

**DISTRICT** 1

**ENTIRE COUNTIES**

Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour

07/01/2023

05/01/2024

Painter\Wallcovers	\$ 31.19**	Additional \$ 1.50***
Drywall Finishers	31.19**	\$ 1.50***
Spray Rate	31.19**	\$ 1.50***
Structural Steel*	32.19**	\$ 1.50***
Lead Abatement	32.19**	\$ 1.50***
Lead Abatement on Structural Steel	33.19**	\$ 1.50***

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.  
 (\*\*) Plus Additional \$1.25 per hour not subject to Overtime/Premiums  
 (\*\*\*) To be allocated at later date.

Bridge Painter  
 See Bridge Painter rates for the following work:  
 All Bridges and Tanks

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 19.85

**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM PLUS \$1.00 to the applicable rate,  
 and this is not subject to overtime

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

Wages per hour

1000 hour terms at the following percentage of Journey person's base wage

1st*	1st**	2nd	3rd	4th	5th	6th
45%	\$15	50%	60%	70%	80%	90%

\* - applicable 07/01/2023-12/31/2023  
 \*\* - applicable 01/01/2024-06/30/2024

Supplemental Benefits per hour

All Terms \$ 19.85

1-201-P

**Painter - Bridge & Structural Steel**

**01/01/2024**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per Hour:

STEEL:

Bridge Painting:	07/01/2023	10/01/2023
	\$ 54.50	\$ 56.00

+ 10.10\* + 10.35\*

ADDITIONAL \$6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

**SHIFT WORK:**

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	\$ 11.78	\$ 12.43
	+ 30.85*	+ 31.55*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 21.80	\$ 22.40
	+ 4.04	+ 4.14
2nd year	\$ 32.70	\$ 33.60
	+ 6.06	+ 6.21
3rd year	\$ 43.60	\$ 44.80
	+ 8.08	+ 8.28
Supplemental Benefits - Per hour:		
1st year	\$ .90	\$ 1.16
	+ 12.34	+ 12.62
2nd year	\$ 7.07	\$ 7.46
	+ 18.51	+ 18.93
3rd year	\$ 9.42	\$ 9.94
	+ 24.68	+ 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

**Painter - Line Striping**

01/01/2024

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT** 8

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester



**WAGES**

Per hour:

	07/01/2023	01/01/2024	07/01/2024
Painter (Striping-Highway):			
Striping-Machine Operator*	\$ 31.53	\$ 31.53	\$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:			
Striping Machine Operator:	\$ 10.03	\$ 22.24	\$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
 Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:

1st Term:	\$ 15.00	\$ 15.00	\$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 22.24	\$ 23.65
2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

**Painter - Metal Polisher**

**01/01/2024**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

	07/01/2023
Metal Polisher	\$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2023

Journeyworker:	
All classification	\$ 12.34

**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2023
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

**Plumber**

**01/01/2024**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

**PARTIAL COUNTIES**

Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.

Saratoga: Only the Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

**WAGES**

Per hour:

	07/01/2023	05/01/2024
Plumber:		Additional
Pipefitter, Steamfitter	\$ 50.68	+ \$2.90*

(\*) To be allocated at later date.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 28.16

**OVERTIME PAY**

See (B1, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

**REGISTERED APPRENTICES**

Wages per hour

One year terms at the following wage rate.

1st	2nd	3rd	4th	5th
\$ 23.22	\$ 28.21	\$ 33.20	\$ 38.20	\$ 45.69

Supplemental Benefits per hour:

Apprentices Indentured on or before April 30, 2019

All Terms \$ 28.16

Apprentices Indentured on or after May 1st, 2019

Terms 1-4 22.90  
 Terms 5 28.16

1-7-SF

**Roofer**

01/01/2024

**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

**WAGES**

Per hour

07/01/2023

Rofer/Waterproofer	\$ 35.05
Asphalt Cold Process	35.55
Fluid Applied Roof	35.55
Pitch & Asbestos	37.05

Shift Work:

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 23.02

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term 58% + \$3.00  
 1500 hrs.

2nd Term 74% + \$3.00  
 1 yr. and 1500 hrs. as 1st term.

3rd Term 90%  
 1 yr. and 1500 hrs. as 2nd term.

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term	\$ 18.44
2nd Term	18.87
3rd Term	22.35

1-241

**Sheetmetal Worker**

01/01/2024

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour

	07/01/2023	06/01/2024
Sheetmetal Worker	\$ 37.73	Additional + \$2.50*

(\* ) To be allocated at later date.

All work requiring HAZWOPER Training additional \$1.00 per hour.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 36.64
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**OVERTIME PAY**

See ( B,E,E5,Q ) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

**REGISTERED APPRENTICES**

Wages per hour

6 Month Terms at the following rate:

1st term	\$ 20.84
2nd term	22.61
3rd term	23.50
4th term	24.39
5th term	23.04
6th term	24.20
7th term	26.14
8th term	28.07
9th term	30.00
10th term	31.93

Supplemental Benefits per hour

1st term	\$ 22.65
2nd term	23.26
3rd term	23.57
4th term	24.02
5th term	30.91
6th term	31.37
7th term	32.11
8th term	32.87
9th term	33.63
10th term	34.38

**Sprinkler Fitter**

**01/01/2024**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT** 1

**ENTIRE COUNTIES**

Albany, Rensselaer, Saratoga, Schenectady, Warren

**WAGES**

Per hour 07/01/2023

Sprinkler \$ 42.73  
 Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 26.47

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 19.57	\$ 21.74	\$ 23.66	\$ 25.84	\$ 28.01	\$ 30.19	\$ 32.36	\$ 34.53	\$ 36.71	\$ 38.88

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.74	\$ 8.74	\$ 20.32	\$ 20.32	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57

1-669-3

**Teamster - Building**

**01/01/2024**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

**PARTIAL COUNTIES**

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Lake George, Lake Luzerne and Queensbury.

**WAGES**

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

07/01/2023 07/01/2024

Group A	\$ 30.62	\$ 32.13
Group B	30.92	32.43

**SUPPLEMENTAL BENEFITS**

Per hour 07/01/2023 07/01/2024

Journey person \$ 28.74 \$ 29.58

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**Teamster - Heavy&Highway**

**01/01/2024**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

**PARTIAL COUNTIES**

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

**WAGES**

**GROUP #1:**

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tirmen, Mechanics Helpers and Parts Chasers.

**GROUP #2:**

Tandems and Batch Trucks, Mechanics, Dispatcher.

**GROUP #3:**

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

**GROUP #4:**

Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

**GROUP #5:**

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2023	07/01/2024
Group #1	\$ 37.59	\$ 39.75
Group #2	37.65	39.81
Group #3	37.74	39.90
Group #4	37.87	40.03
Group #5	38.03	40.19

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.13	\$28.97
+\$1.00 per* hour worked	+\$1.00 per* hour worked

(\* ) not applicable to paid holidays

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

**Welder**

**01/01/2024**

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2023

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade



## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

( 29 ) Juneteenth

**New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)  Contracting Agency  Architect or Engineering Firm  Public Work District Office Date:

**A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)**

<p>1. Name and complete address <input type="checkbox"/> (Check if new or change)</p> <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>2. NY State Units (see Item 5).</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> 01 DOT</td> <td><input type="checkbox"/> 07 City</td> </tr> <tr> <td><input type="checkbox"/> 02 OGS</td> <td><input type="checkbox"/> 08 Local School District</td> </tr> <tr> <td><input type="checkbox"/> 03 Dormitory Authority</td> <td><input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District</td> </tr> <tr> <td><input type="checkbox"/> 04 State University Construction Fund</td> <td><input type="checkbox"/> 10 Village</td> </tr> <tr> <td><input type="checkbox"/> 05 Mental Hygiene Facilities Corp.</td> <td><input type="checkbox"/> 11 Town</td> </tr> <tr> <td><input type="checkbox"/> 06 OTHER N.Y. STATE UNIT</td> <td><input type="checkbox"/> 12 County</td> </tr> <tr> <td></td> <td><input type="checkbox"/> 13 Other Non-N.Y. State (Describe)</td> </tr> </table>	<input type="checkbox"/> 01 DOT	<input type="checkbox"/> 07 City	<input type="checkbox"/> 02 OGS	<input type="checkbox"/> 08 Local School District	<input type="checkbox"/> 03 Dormitory Authority	<input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District	<input type="checkbox"/> 04 State University Construction Fund	<input type="checkbox"/> 10 Village	<input type="checkbox"/> 05 Mental Hygiene Facilities Corp.	<input type="checkbox"/> 11 Town	<input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County		<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)
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	<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)														
<p>3. SEND REPLY TO <input type="checkbox"/> (check if new or change) Name and complete address:</p> <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>4. SERVICE REQUIRED. Check appropriate box and provide project information.</p> <p><input type="checkbox"/> New Schedule of Wages and Supplements. APPROXIMATE BID DATE : _____</p> <p><input type="checkbox"/> Additional Occupation and/or Redetermination</p> <table border="1" style="width:100%; margin-top: 10px;"> <tr> <td style="width:70%;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :</td> <td style="width:30%;">OFFICE USE ONLY</td> </tr> </table>	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY												
PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY														

**B. PROJECT PARTICULARS**

<p>5. <u>Project Title</u> _____</p> <p><u>Description of Work</u> _____</p> <p><u>Contract Identification Number</u> _____</p> <p><u>Note: For NYS units, the OSC Contract No.</u> _____</p>	<p>6. Location of Project: Location on Site _____</p> <p>Route No/Street Address _____</p> <p>Village or City _____</p> <p>Town _____</p> <p>County _____</p>
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<p>7. Nature of Project - Check One:</p> <p><input type="checkbox"/> 1. New Building</p> <p><input type="checkbox"/> 2. Addition to Existing Structure</p> <p><input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)</p> <p><input type="checkbox"/> 4. New Sewer or Waterline</p> <p><input type="checkbox"/> 5. Other New Construction (Explain)</p> <p><input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration</p> <p><input type="checkbox"/> 7. Demolition</p> <p><input type="checkbox"/> 8. Building Service Contract</p>	<p>8. OCCUPATION FOR PROJECT :</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)</td> <td><input type="checkbox"/> Fuel Delivery</td> </tr> <tr> <td><input type="checkbox"/> Tunnel</td> <td><input type="checkbox"/> Guards, Watchmen</td> </tr> <tr> <td><input type="checkbox"/> Residential</td> <td><input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators</td> </tr> <tr> <td><input type="checkbox"/> Landscape Maintenance</td> <td><input type="checkbox"/> Moving furniture and equipment</td> </tr> <tr> <td><input type="checkbox"/> Elevator maintenance</td> <td><input type="checkbox"/> Trash and refuse removal</td> </tr> <tr> <td><input type="checkbox"/> Exterminators, Fumigators</td> <td><input type="checkbox"/> Window cleaners</td> </tr> <tr> <td><input type="checkbox"/> Fire Safety Director, NYC Only</td> <td><input type="checkbox"/> Other (Describe)</td> </tr> </table>	<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)	<input type="checkbox"/> Fuel Delivery	<input type="checkbox"/> Tunnel	<input type="checkbox"/> Guards, Watchmen	<input type="checkbox"/> Residential	<input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators	<input type="checkbox"/> Landscape Maintenance	<input type="checkbox"/> Moving furniture and equipment	<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Trash and refuse removal	<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Window cleaners	<input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Other (Describe)
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<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Window cleaners														
<input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Other (Describe)														

9. Does this project comply with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester \_\_\_\_\_

**Signature** \_\_\_\_\_

**Appendix E: Sample Contract**

**SAMPLE CONTRACT FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE),  
CHARGING INFRASTRUCTURE, AND RELATED CONTRACTOR SERVICES**

This Agreement (the “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2024, by and between the BOARD OF EDUCATION of the SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT (hereinafter “DISTRICT”), having its principal place of business for the purpose of this Agreement at 900 Preddice Parkway, Scotia, NY 12302 and \_\_\_\_\_ (hereinafter “CONTRACTOR”), having its principal place of business for the purpose of this Agreement at \_\_\_\_\_.

**A. TERM:**

1. The work required to be performed by CONTRACTOR pursuant to this Agreement shall be completed no later than \_\_\_\_\_. Notwithstanding the aforesaid term, CONTRACTOR shall perform its services only to the extent recommended by the Superintendent of Schools and authorized by the Board of Education of the DISTRICT and in the manner set forth in this Agreement.

**B. CONDITIONS:**

In performing those services specified in this Agreement, it is understood that:

1. CONTRACTOR will be engaged as an independent contractor and, therefore, be solely responsible for the payment of all wages to its employees and other benefits, including, but not limited to, workers’ compensation insurance, unemployment insurance, social security, and federal and state taxes and withholdings applicable to this Agreement.
2. Prior to starting the Work, CONTRACTOR will, in writing, propose to the DISTRICT the project manager, superintendent, and other key individuals who will be assigned to the project through final completion. The superintendent will be in attendance at the project site throughout the work. The DISTRICT will have the right, at any time, to direct a change in CONTRACTOR’S representative if their performance is unsatisfactory.
3. Neither CONTRACTOR nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever from the DISTRICT relative to this Agreement including, but not limited to, social security, New York State Workers’ Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.
4. This Agreement, and any amendments to this Agreement, will not be in effect unless agreed to in writing and signed by authorized representatives of both Parties.
5. CONTRACTOR shall perform all services under this Agreement in accordance with all applicable federal, state and local laws, rules, and regulations, as well as



the established policy guidance from the State of New York, New York State Energy Research & Development Authority (NYSERDA), and New York State Education Department (NYSED). CONTRACTOR shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting. CONTRACTOR shall observe and comply with all applicable DISTRICT policies and regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.

6. CONTRACTOR shall provide conscientious, competent, and diligent services throughout the term of this Agreement. CONTRACTOR represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONTRACTOR represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence. The DISTRICT reserves the right to reject any of CONTRACTOR'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
7. CONTRACTOR shall prepare and maintain daily records, logs and/or reports to document the progress of the work on a daily basis and shall be in accordance with all applicable laws, regulations, requirements of New York State, NYSERDA, NYSED, and DISTRICT policies and procedures in force during the term of this Agreement. Such daily records shall include a daily accounting of all labor and all equipment on the site for CONTRACTOR. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by CONTRACTOR in connection with this Agreement, and upon request shall be entitled to copies of same. The DISTRICT shall have the right to examine any or all records or accounts maintained by CONTRACTOR in connection with this Agreement.
8. CONTRACTOR is responsible for compliance with any requirements regarding hazardous materials. If CONTRACTOR encounters a hazardous material or substance and if reasonable precautions will be inadequate to prevent the contamination of any portion of the project site, property damage, or any foreseeable bodily injury or death to persons resulting from any material or substance, including but not limited to any material that may contain asbestos, lead or polychlorinated biphenyl (PCB), encountered on the site by CONTRACTOR, CONTRACTOR shall, immediately upon recognizing any such potential condition, stop Work in the affected area and report the condition to the DISTRICT, both verbally and in writing. CONTRACTOR shall be held liable for the costs of remediation of a hazardous material or substance if CONTRACTOR failed to take reasonable precautions with any potentially hazardous material that was encountered during the course of the Work.
9. If CONTRACTOR defaults or neglects to carry out the work in a manner satisfactory to the DISTRICT and fails within a five (5) day period after receipt of

written notice from the DISTRICT to commence or correct the work with diligence and promptness, the DISTRICT may, without prejudice to other remedies the DISTRICT may have, correct such deficiencies, and deduct from any amounts owed to CONTRACTOR the cost of correcting such deficiencies or performing the work, including the DISTRICT's expenses as a result of such deficiencies, including reasonable attorneys' fees and costs.

10. CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
11. CONTRACTOR may only make substitutions in the work when such are approved by the DISTRICT in writing in advance of the performing that portion of the work.
12. CONTRACTOR shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the work.
13. CONTRACTOR shall comply with any applicable safety, security, noise, or other standards as may be issued by the NYSED, any other governmental entity, or the DISTRICT.

**C. INDEMNIFICATION:**

1. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the DISTRICT, its board members, officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, or negligence of CONTRACTOR, its officers, directors, agents or employees in relation to the performance of this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

**D. SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the work to be performed by CONTRACTOR for the DISTRICT shall include, but not be limited to the following:
  - a. The work set forth in the DISTRICT's Request for Proposals (RFP), attached hereto as **Exhibit A**, and as described in CONTRACTOR's Proposal dated \_\_\_\_\_, attached hereto as **Exhibit B**, each of which are incorporated by reference herein and made a part of this Agreement.
2. While not deemed necessary for the specified services, if, at any time applicable, the DISTRICT shall provide CONTRACTOR with student data as necessary for CONTRACTOR to perform the services required by this Agreement. The Parties agree that information concerning any student covered by the terms of this

Agreement shall not be released, accessed, or used except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and New York Education Law Section 2-d. CONTRACTOR’S Confidentiality and Data Security and Privacy Standards Agreement and Data Security and Privacy Plan are attached hereto as Exhibit C and are incorporated by reference and made a part of this Agreement.

**E. REPRESENTATIONS:**

1. CONTRACTOR heretofore agrees to those representations set forth in the Proposal.
2. CONTRACTOR warrants to the DISTRICT that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the work will be free from defects, and that the work will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective and rejected by the DISTRICT. In such case, CONTRACTOR shall promptly correct or complete such work in accordance with this Agreement at no additional cost to the DISTRICT.

**F. COMPENSATION:**

1. The DISTRICT shall pay CONTRACTOR in accordance with the following fee schedule, following the presentation of detailed invoices by CONTRACTOR to the DISTRICT:

**For all work performed in accordance with this Agreement and expenses incurred by CONTRACTOR in performing the work, a total cost not to exceed \$\_\_\_\_\_. This fee is inclusive of all electric vehicle supply equipment (EVSE), charging infrastructure, and accompanying services, including installation, training, maintenance, etc..**

**Said fee shall be payable in \_\_\_\_\_ monthly installments, upon submission and approval of appropriate invoices as outlined below, with a five (5%) retainage withheld by the DISTRICT from each payment until the final completion of the work to the complete satisfaction of the DISTRICT.**

2. CONTRACTOR shall submit invoices for payment on a monthly basis. All invoices shall include the work performed, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONTRACTOR for work properly performed within thirty (30) days of the DISTRICT’S receipt of such invoice and all other required documents.

3. The DISTRICT shall give CONTRACTOR notice of any invoice disputes and reserves the right to withhold payment pending the resolution of the dispute.
4. Neither CONTRACTOR nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.
5. The DISTRICT shall not be liable to CONTRACTOR for claims or damages of any nature caused by or arising out of delays. The sole remedy against the DISTRICT for delays shall be the allowance of additional time for completion of the work. Except to the extent, if any, expressly prohibited by law, CONTRACTOR expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the DISTRICT, including scheduling and coordination of the work; or, on account of any delay, obstruction or hindrance for any cause whatsoever by the DISTRICT, whether or not foreseeable or anticipated. CONTRACTOR agrees that its sole right and remedy therefor shall be an extension of time, if appropriate. **IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY CONTRACTOR FOR DELAY AGAINST THE DISTRICT BASED ON ANY REASON AND THAT CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.**

**G. INSURANCE AND BONDS:**

1. CONTRACTOR, at its sole expense, shall procure and maintain the insurance policies as detailed in Exhibit D to this Agreement, which is incorporated by reference herein and made a part of this Agreement. CONTRACTOR acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of this Agreement and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT.
2. CONTRACTOR shall provide thirty (30) days written notice to the DISTRICT in the event of cancellation or non-renewal.
3. CONTRACTOR shall furnish an executed Performance Bond as security for the faithful performance by CONTRACTOR of all terms and conditions of this Agreement in the amount equal to one hundred (100%) percent of the total cost set forth in this Agreement. CONTRACTOR shall furnish an executed Labor and Material Payment Bond as security for the claims of laborers and suppliers in the amount equal to one hundred (100%) percent of the total cost set forth in this Agreement.

**H. TERMINATION:**

1. The DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. CONTRACTOR's failure to comply with any material terms or conditions of this Agreement will be deemed a breach of contract and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONTRACTOR.
3. In the event the DISTRICT terminates this Agreement with or without cause, such termination of this Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.
4. In the event the DISTRICT terminates this Agreement with or without cause, CONTRACTOR shall, within ten (10) days after such termination, return all materials to the DISTRICT and provide written certification of the same. Upon the termination of this Agreement, CONTRACTOR shall only be paid for services properly performed up to the date of termination.

**I. EQUAL OPPORTUNITY**

1. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or natural origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.
2. CONTRACTOR shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religions, color, sex or national origin.

**J. WAGE RATES**

1. CONTRACTOR shall comply with all applicable labor laws, including but not limited to the New York Labor Law, and the current Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this project.
2. CONTRACTOR shall submit certified copies of payroll records to the DISTRICT concurrent with any invoice for payment. The payroll records shall comply with

New York Labor Law. The DISTRICT shall not be required to make payment if the appropriate payroll records have not been received.

**K. CLAIMS AND DISPUTES**

1. Claims by CONTRACTOR must be initiated by written notice to the DISTRICT within twenty-one (21) days after the occurrence of the event giving rise to such claim or within 21 days after CONTRACTOR first should have recognized the condition giving rise to the claim, whichever is later.
2. All claims by CONTRACTOR must be in writing to the DISTRICT and detail the claim with specificity and all documentation supporting the claim.
3. The DISTRICT shall not be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this agreement by the DISTRICT, or any officer, agent or employee of the DISTRICT, either before or after the final completion and acceptance of the work and payment therefor: (1) from showing the true and correct classification, amount, quality or character of the work actually done; or that any such termination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular matter, or that the work or any part thereof does not in fact conform to the requirements of this Agreement; or (2) from demanding and recovering from CONTRACTOR any overpayments made to it, or such damages as it may sustain by reason of his failure to perform each and every part of this Agreement in strict accordance with its terms; or (3) both (1) and (2) hereto.
4. CONTRACTOR waives all claims against the DISTRICT for consequential damages arising out of or relating to this Agreement.
5. Nothing in this Agreement is intended to relieve CONTRACTOR from provisions of the law with respect to claims made against the DISTRICT.

**L. NOTICES:**

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District:

[Insert Name]  
Scotia-Glenville Central School District  
900 Preddice Parkway  
Scotia, NY 12302



To CONTRACTOR:

[Insert Name]

[Insert Company Name]

Address

Address

**M. SUCCESSORS AND ASSIGNS:**

1. CONTRACTOR is hereby prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement or any of the work required hereunder or CONTRACTOR's right, title, and interest in this Agreement to any other person, corporation, or entity without the prior written consent of the DISTRICT.

**N. WAIVER OF RIGHTS:**

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

**O. SEVERABILITY:**

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

**P. GOVERNING LAW:**

1. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the courts of Schenectady County, New York.

**Q. ENTIRE AGREEMENT:**

1. This Agreement represents the complete and exclusive statement of the agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of this Agreement.
2. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.



**R. TITLES:**

1. The titles of the Sections of this Agreement are solely for the convenience of the parties and are not to be used as an aid in the interpretation of the terms and conditions thereof.

**S. AUTHORIZED SIGNATORY:**

1. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to, the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

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**IN WITNESS THEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**Contractor Company Name**

**Board of Education of the  
Scotia-Glenville Central School District**

By: \_\_\_\_\_  
[Name of Representative]  
[Title of Representative]

By: \_\_\_\_\_  
[Name of Board President]  
President, Board of Education

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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EXHIBIT A

Request for Proposals

DRAFT

EXHIBIT B

Contractor's Proposal

DRAFT

EXHIBIT C

Confidentiality and Data Security and  
Privacy Standards Agreement and Data Security and Privacy Plan

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## EXHIBIT D

### Insurance Requirements

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONTRACTOR hereby agrees to effectuate the naming of the DISTRICT as an additional insured on CONTRACTOR'S insurance policies, except for workers' compensation and New York State Disability insurance.
2. The policy naming the District as an additional insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the DISTRICT, its board, employees and volunteers including a waiver of subrogation in favor of the DISTRICT for all coverages including Workers Compensation.
  - c. Additional insured status for general liability coverage shall be provided by standard or other endorsements that extend coverage to the DISTRICT for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the DISTRICT. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
2. The certificate of insurance must describe all services provided by CONTRACTOR that are covered by the liability policies.
3. At the DISTRICT'S request, CONTRACTOR shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, CONTRACTOR will provide a copy of the policy endorsements and forms.
4. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
5. No policies containing escape clauses or exclusions contrary to the DISTRICT'S interests will be accepted.
6. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form –

additional details must be provided in writing. Policy exclusions may not be accepted.

7. CONTRACTOR agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.

8. Minimum Required Insurance:

a. **Commercial General Liability Insurance**

\$1,000,000 per Occurrence/\$2,000,000 Aggregate  
\$2,000,000 Products and Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$100,000 Fire Damage  
\$10,000 Medical Expense

The general aggregate shall apply on a per-project basis.

b. **Owners Contractors Protective (OCP) Insurance**

For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet) only:

\$1,000,000 per occurrence, \$2,000,000 aggregate with the DISTRICT as the Named Insured.

For projects greater than \$1,000,000 and/or work over 1 story (10 feet):

\$2,000,000 per occurrence, \$4,000,000 aggregate with the DISTRICT as the Named Insured.

**The OCP Policy must be with a NYS licensed and admitted carrier.**

The DISTRICT will be the named insured on OCP Policy. There will be no additional insureds on any OCP Policy.

c. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

d. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees.

Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

f. **Umbrella/Excess Insurance**

\$5,000,000 each Occurrence and Aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to \$1,000,000.

\$10,000,000 each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than \$1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

9. CONTRACTOR acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT. CONTRACTOR is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the DISTRICT.
10. Subcontractors are subject to the same terms and conditions as stated above and must submit same to the DISTRICT for approval prior to the start of any work. In the event CONTRACTOR fails to obtain the required certificates of insurance from a subcontractor and a claim is made or suffered, CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT, its Board, employees and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Agreement.

**ADDITIONAL REQUIREMENTS ASBESTOS, LEAD ABATEMENT AND/OR HAZARDOUS MATERIALS**

**Asbestos/Lead Abatement/Pollution Liability Insurance**



\$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for CONTRACTOR'S operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Agreement.

If CONTRACTOR is using motor vehicles for transporting hazardous materials, CONTRACTOR shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the DISTRICT of the completion of the work.

### **Testing Company Errors and Omission Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of CONTRACTOR performed under the Agreement with the DISTRICT.

## Required Forms

## **NON-COLLUSIVE CERTIFICATION**

(Must be signed and notarized on last page)

1. a. By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:
  - [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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.
  
- b. A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided, however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reason therefore, where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, ruled, regulation, or local law, and where competitive bidding is required by statute, ruled, regulation, or local law and where such bid contains the certification referred to in subdivision one of the section, 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 certificate as to non-collusion as the act and deed of the corporation.

## **IRAN DIVESTMENT ACT OF 2012 CERTIFICATION**

(Must be signed and notarized on last page)

The Iran Divestment Act of 2012 (Act), is codified in State Finance Law (section 165-a) and General Municipal Law (section 103-g). The Act prohibits political subdivisions, including school districts and BOCES, from considering any person or entity engaging in investment activities in the energy sector in Iran as a responsible bidder or proposer. Attached is the link to the Prohibited Entities list on the OGS website: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to State Finance Law (section 165-a). In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made.

The Board of Education may, but is not required to, award to a bidder or proposer who cannot make the certification if:

- a. The investment activities in Iran predate the effective date of this law (April 12, 2012), have not been expended or renewed since, and the bidder or proposer has adopted, publicized, and is implementing a formal plan to cease such activities and refrain from any new investments in Iran.
- b. The Board of Education determines that the goods or services provided by the bidder or proposer are necessary to its functions, and without an exemption it would be unable to obtain the goods or services.

By submission of this bid or proposal, the bidder or proposer and each person signing on behalf of any bidder or proposer certifies, under penalty of perjury, that to the best of its knowledge and belief, that the bidder or proposer is not on the list created pursuant to State Finance Law.

**SEXUAL HARASSMENT  
(STF Section 139-L)**

(Must be signed and notarized on last page)

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 of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Company Name of Respondent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Authorized Agent:

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_  
(Printed)

By: \_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me by the above name on this

Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_