

**Legal Notice
Croton-Harmon Union Free School District
Request for Proposals**

Proposal for Architect & Engineering Services – 2026-27 R03

The Croton-Harmon School District is seeking proposals from qualified Professionals or Organizations for Architect & Engineering Services for projects during the period 2026 -2031 (Award date – June 30).

Request for Proposal Documents will be available beginning on October 13, 2026. Proposal specifications can be obtained from the District website and by using the following link address:

<https://www.chufsd.org/departments/business-office/bids-rfp>

Proposals for the above will be received by:

Denise Harrington-Cohen, Assistant Superintendent for Business
Croton-Harmon School District
District Office
10 Gerstein Street
Croton-on-Hudson, NY 10520

An original and one (1) copy of the Proposal, along with one (1) electronic copy on a flash drive, must be submitted to the Business Office, at the above address, no later than **11:00 a.m. on Wednesday, October 28, 2026**. Proposals will be opened at that time. Proposals received after that time will be returned to the Proposer unopened. Proposals must be submitted in a sealed envelope which must be clearly marked on the outside **“RFP 2026-27 R03 Architect & Engineering Services”** and include the name and address of the Proposer.

Proposals shall be irrevocable for a minimum period of sixty (60) days from the date of the Proposal opening. The Croton-Harmon Union Free School District Board of Education (Board) reserves the right to reject any and all Proposals or any parts of Proposals that it considers not to be in the best interest of the District. The Board also reserves the right to waive any immaterial irregularity in the proposal process which is in the best interest of the District. The Croton-Harmon Union Free School District is an Equal Opportunity Employer.

Croton-Harmon Union Free School District

REQUEST FOR PROPOSAL 2026-27 R03 ARCHITECTURAL AND ENGINEERING SERVICES

Send Proposals to: Denise Harrington-Cohen
Assistant Superintendent for Business
10 Gerstein Street
Croton-on-Hudson, NY 10520

Proposals Due: October 28, 2026 at 11:00am

Questions concerning this request for Proposals:

Inquiries must be in writing and submitted no later than **October 19, 2026** via email to:
Brad Kennedy - Director of Facilities
brad.kennedy@chufsd.org

Addenda

A/E firms who intend to submit must contact Brad Kennedy at brad.kennedy@chufsd.org to receive any proposal addenda. Addenda will also be posted on the district website.

Any interpretation, corrections and/or changes to this RFP or extensions to the deadline for receipt of proposals will be made in writing by Addenda. Sole issuing authority of Addenda shall be vested in the District's Business Office. Any Addenda so issued are to be considered a part of this RFP document and shall be binding on all proposers regardless of actual receipt of the Addenda prior to submission of a proposal.

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A. INTRODUCTION

DISTRICT PRIORITIES

It is the District's desire to continue to upgrade, adapt and renew the existing physical plant, potentially develop new facilities, and reduce its carbon footprint.

GENERAL INFORMATION

The Croton-Harmon Union Free School District (CHUFSD) is located in the northwestern portion of Westchester County, partly within the towns of Cortlandt and Yorktown and fully encompasses the Village of Croton-on-Hudson (the “Village”). Approximately 35 miles north of New York City, the District has a land area of approximately fifteen square miles. The District is primarily suburban-residential in character. Residential development consists mainly of single-family homes, in addition to many cooperative and condominium, garden-style apartments.

The District has three school buildings on its campus, Croton Harmon High School (CHHS), Pierre Van Cortlandt Middle School (PVC) and Carrie E. Tompkins Elementary School (CET). Enrollment trends and facility specifics are listed below.

DISTRICT ENROLLMENT TRENDS

Fiscal Year Ended June 30:	Actual Enrollment		Fiscal Year Ended June 30:	Projected Enrollment
2022	1544		2027	1510
2023	1525		2028	1496
2024	1570		2029	1484
2025	1,554		2030	1463
2026	1531			

DISTRICT FACILITIES

As detailed in the below table, the District presently operates an elementary school, a middle school and a high school.

Facility	Grades	Capacity	Est. Sqft.	Original Construction	Additions or Renovations
Carrie E. Tompkins Elementary School, 8 Gerstein Street	K-4	650	97,910	1954	1961, 1990 1992, 2004 2013, 2018, 2025
Pierre Van Cortlandt Middle School 3 Glen Place	5-8	550	137,668	1939	1950, 2004, 2013, 2018 2025
Croton-Harmon High School 36 Old Post Road South	9-12	600	137,945	1924	1958, 1975, 2005, 2013, 2018, 2025
District Office 10 Gerstein Street	-		3,000	1999	2023-
Transportation 427 Yorktown Road	-		8,200	1982	2013, 2025
Maintenance Building Gerstein Street	-		3,000	2019	-
Maintenance Building 3 Glen Place	-		600	2000	-
Spencer Field Press Box 10 Gerstein Street	K-12		200	2025	
Spencer Field Concession Stand 10 Gerstein Street	-		720	2025	

B. SCOPE OF SERVICES

Croton-Harmon Union Free School District (the “District”) is currently soliciting proposals for architectural/engineering services for various projects as-assigned during the 2026-2027 school years. The decision as to whether or not to proceed with any such projects rests in the discretion of the District and, to the extent they constitute capital projects, will be subject to the approval of the Board of Education and authorization of the voters of the District, as applicable. The

contract(s) awarded based on this Request for Proposal, if any, may be extended for up to 4 additional 1-year terms or for a 5-year term pending written approval by the District.

The District may need architect/engineering services for as-needed projects. Not all services will require SED filing.

The District is planning its next capital project, estimated at roughly \$19 million. This project will include infrastructure updates to the electrical system across at least two buildings, HVAC work district-wide, and sitework district-wide. The District is currently completing phase 2 of a \$45 million capital project that includes tennis court lighting and air conditioning at the Middle School.

For informational purposes, an EPC for solar has been approved by the Board and is in the initial phase of project review, with construction targeted for completion in December 2027.

Services to include, but not be limited to:

- Programming of the area to be designed (if needed)
- Conduct existing facilities surveys; all MEP, Civil, and Structural Engineering Services
- Preparation and submission of required NY State Education Department Documents
- Development of Cost Estimates
- Pre-design Services
- Prepare multiple preliminary designs (when requested)
- Schematic Design Services
- Design Development Services
- Prepare measured drawings
- Conduct value analysis (as needed)
- Preparation of Construction Documents
- Preparation of Bid Specifications
- Administration of Bid Process
- Prepare conformed construction documents
- Construction Administration Services
- Coordination of owner's consultants
- Provide furnishing/furniture design where needed
- Field Supervision (when necessary to rectify technical problems)
- Post Construction/Closeout
- Building Condition Survey Services
- Five Year Plan Services

Building Condition Survey (BCS) and update to the District Five Year Plan

The New York State Education Department's (NYSED) required Building Condition Survey (BCS) for the District is due to be submitted during the 2029 calendar year. However, the District is seeking preparation of a 5 Year Capital Facilities Plan (Five-Year Plan) to be completed during the 2026-2027 school year.

During the 2029-2030 school year, the architectural firm shall perform all physical inspections required to complete the Building Condition Survey, which shall be conducted by a team that includes one or more licensed architects and/or engineers. The survey shall include, but not be limited to, all program spaces, and inspection and survey of all building system components for deterioration, structural failure, probable useful life, need for repair and maintenance, and need for replacement, as required by NYS Office of Facilities Planning. The survey shall include, but not be limited to:

- The building site, including utilities, paving, playgrounds and playfields (including synthetic athletic surfaces)
- Roofing
- Exterior elements of the building, including walls, doors, windows and fire escapes
- Building structural elements
- Building interior finishes, doors and hardware
- Electrical systems, including service and distribution, lighting and communications, technology, infrastructure and cabling
- Plumbing, including water distribution system, drainage systems and fixtures
- Heating and cooling systems, including boilers, furnace terminal units, and control systems
- Ventilation systems
- Air conditioning systems, including refrigeration, terminal units, and control systems
- Special construction, including stairs and elevators
- Fire protection and security systems, including alarms, detection and fire protection
- Environmental features, including appearance, cleanliness, acoustics, lighting quality, thermal comfort, humidity, ventilation and space adequacy

Fieldwork for the building condition survey must be completed no later than August 31, 2029. The report must list each item for each building and include the repair cost. The report will also be provided in electronic format using Microsoft Excel. Estimates should be based upon

“sensible construction” and not necessarily as stand-alone projects. Health, safety and welfare conditions must be indicated and sortable.

The work for each item at each school must be prioritized over a five-year period. Each of the five years is to indicate the amount and scope of work proposed for that year. Ideally, the total amount of work proposed per year for each of the five years will be as close to uniform as possible.

The successful proposer is required to complete and submit all Building Condition Survey forms in accordance with New York State Education Department regulations.

It is the District’s intent to use the Building Condition Survey and Five Year Plan to identify the current condition of facilities; to communicate the condition, prioritize improvements needed and estimated costs of capital improvements and repairs with Administration, the Board of Education and the Public; and to provide a mechanism for future project planning. The District reserves the right to implement a capital construction plan using an Architect/Engineer other than the Architect/Engineer that completes the Building Condition Survey and the Five Year Plan.

C. PROVISIONS FOR CAPITAL PROJECT WORK

The District expects the inclusion of the following components within the architect/engineer’s basic services.

Design, Pre-Construction and Bidding Services:

- Meet with members of the District’s Project Team and stakeholders to review project scope, concept and other pertinent aspects of any designated project.
- Assist the District with any preliminary documentation submitted to NYSED.
- Assist the District with the SEQRA process and, if necessary, be prepared to recommend and work with a SEQRA consultant separately engaged by the architect/engineer and/or the District.
- Advise the District on the conceptual design and prepare detailed cost estimates of the design based on quantities and sq. ft. costs.
- Prepare budgets, schedules and independently review, verify and update project schedules and cost estimates throughout the project.

- Evaluate two or three schematic design options and approaches from the standpoints of constructability and cost while meeting the requirements of the designated project(s) and meet to review with the District.
- Assist the District in the selection of testing and/or other specialty consultants when required during any project.
- A Principal Architect/Engineer will attend regular meetings with District staff, as required by the District, to review progress and provide financial updates on any designated projects from the start of the project until completion.
- Attend public and site presentations as needed to develop and/or describe any proposed/designated projects (minimum of six meetings).
- Provide measured drawings of existing facilities, i.e. provide accurate existing conditions drawings for areas of work.
- Evaluate all construction options technically, in terms of costs, and with regard to movement of staff/logistics for minimal operational disruptions.
- If a construction manager is utilized, collaborate and cooperate with the construction manager retained by the District for any assigned/designated project. Assist the construction manager, as required if one is retained by the District, in reviewing local labor market conditions and local availability of construction materials as they affect design choices and construction cost; in developing a contracting and purchasing strategy; and in the identification of long-lead time items.
- Participate in all design and bid meetings, including initiating meetings with governmental departments and agencies having approval authority, as necessary.
- Provide and update drawings and material specifications as required for project approval by the District and NYSED.
- Prepare plans and specifications along with all other documents required for submission to and approval by NYSED; such plans and specifications shall be in accordance with applicable federal, New York State and local laws, rules, regulations, codes and ordinances, including but not limited to Part 155 of Regulations of the Commissioner of NYSED (8 N.Y.C.R.R. Part 155) and fulfillment of all Americans with Disabilities Act requirements.
- Conform to and observe all applicable laws, rules and regulations including competitive bidding requirements and Labor Law requirements.
- Prepare bid packages for each contract including definition of scopes of work, drawings, technical specifications, terms and conditions, bonding and insurance requirements etc.
- Assist in expediting the bidding process to assure acceptable bids. Provide bid phase services including pre-bid conference, document distribution, responses to bidder questions, preparation and distribution of addenda, evaluation of bids and alternates, and recommendations for approval of selected contractors and preparation of contracts for selected contractors.

- Assist in the preparation of project informational materials in connection with community approval and Bond Authorization.

Construction and Post-Construction

- Attend project site meetings to review progress and provide site representation.
- Review all submittals and shop drawings for conformance with the contract documents. Maintain records of accepted and rejected submittals.
- Evaluate project progress and recommend appropriate actions to maintain the accepted schedule.
- Provide progress schedule updates to the District as requested.
- Establish and maintain a good working relationship with the community adjacent to the job sites and use reasonable methods to reduce undesirable impacts such as noise, dust, lighting, odor, and other potential nuisances.
- As requested by the District, assist contractors in the avoidance and resolution of jurisdictional disputes.
- Review and make recommendations on proposals and change order requests.
- Prepare regular updates to project budget, including change orders, allowances, anticipated expenditures and contingency.
- Review and verify applications for payment from contractors and suppliers for accuracy and compare progress to milestones, and make certifications to the District regarding payment.
- Notify the District and responsible contractor(s) in writing of any delays, defects, or deficiencies of any work which does not conform to the contract documents.
- Prepare punch lists for each Contractor.
- Recommend to the District when inspection(s) to determine substantial completion and final completion and punch-lists should be made, conduct such inspection(s) with the project team and others, as required, generate punch-lists and ensure that all punch-list items are corrected.
- Actively participate in any conflict resolution between the District and the Contractors.
- Assemble information, including preparation of marked prints. Prepare and submit drawings to the District which shall show the completed project as built unless as-built drawings are prepared by the Contractors.
- Assist the District personnel in assuming operation of all systems, including scheduling of instructional sessions by the contractor(s) as required in contract documents.
- Obtain and/or assist with Close-out documents from Contractors and assist the District with preparing and submitting final project documents and submissions to NYSED.
- Work to obtain the issuance of building permits and certificates of occupancy from NYSED.

- When warranted by progress of a designated project, submit certification of substantial completion to the School District and NYSED.
- Work with Contractors to ensure the District obtains the proper warranties.

The scope of work required from the architectural/engineering firm(s) will vary by project and the District reserves the right to award one or more contracts to architects/engineers as a result of this Request for Proposal and reserves the right to engage additional architectural/engineering firms or individuals, as needed.

The District anticipates the architect(s)/engineer(s) to whom a contract will be awarded will provide a draft contract for its services that will be subject to review, modification and approval by the attorney for the District.

D. PROPOSAL FORMAT AND CONTENTS

1. Provide general background information about the firm, including the firm's name, address (a physical address must be provided), history including previous business names, total years in business, telephone numbers and email addresses for principal owners and key contacts, in-house disciplines, number of employees by discipline, and an organization chart. List all of the firm's principal owners/partners, List key personnel and their backgrounds including resumes, qualifications and related project experience of staff members who will be assigned to work on District projects. Indicate if the firm is a partnership, professional corporation, individual, joint venture, or other form of organization. Provide a point of contact at the firm with respect to the Proposal submitted and provide the email and telephone number of this point of contact.
2. Describe the firm's capability to provide evaluation of needs assessment, programming, space planning, cost estimating, SEQRA services and design and construction administration services. For any services provided by outside consultants, provide key personnel and their backgrounds including resumes, qualifications and related project experience for each proposed consulting firm.
3. List and describe the scope of services the firm has provided to New York State school districts during the past four years, provide contacts for each, project status, and key personnel assigned to each project.
4. Provide evidence of insurance coverage as set forth in the "Insurance Requirements" section below.
5. Provide a completed compensation schedule which is provided in this RFP.
6. Describe any experience in representing owners in the avoidance, analysis, and/or resolution of construction claims.

7. Include in the firm's submission consideration of the items listed below:
 - a. If the firm does not have in-house capabilities to complete all design work associated with the projects, sub-consultant firms that will provide those services shall be identified as part of the proposal. The proposal shall include information about providing architectural, structural, civil, electrical, plumbing, mechanical, and geotechnical engineering services; landscape architecture services; and cost estimating as necessary.
 - b. Lead Principal and project team - It is assumed that if invited to interview, it is anticipated that the persons representing the architectural firm and any sub-consultants will be the same persons assuming the lead roles in District projects.
 - c. Demonstrate what means of quality control the firm is currently utilizing.
 - d. Describe the firm's current workload with regard to the firm's capacity to add another client.
 - e. Project Cost Control – Provide percentage of change orders and allowances relative to project cost for referenced projects.
 - f. Provide a brief conclusive summary of why the firm (or team) should be selected by the District. Append any other additional information that you feel would be relevant in the evaluation of the firm's proposal.
8. Provide financial statements and annual reports for the most recent fiscal year.

E. PROPOSAL EVALUATION CRITERIA

1. Experience and Qualifications of the Firm: Consideration will be given to firms demonstrating strong capabilities, experience and reputation in undertaking similar projects associated with construction, partial reconstruction, and renovation of educational facilities. Similar experience will be understood to include, but not be limited to:
 - Experience providing a full range of architectural and engineering services on projects associated with school districts in New York State.
 - Previous experience working on educational facilities, awards or commendations, cost-effective performance, and demonstrated ability.
2. Evaluation criteria have been established to assist the District in determining which proposer will provide quality services that best suit the requirements of the District. The criteria listed below are not of equal value or weight in the decision-making process. The District will select a proposal or group of proposals after careful evaluation including, but not limited to, the following criteria:

3. Professional Qualifications
4. Prior experience, particularly with New York State school districts
5. Fee structure(s) proposed
6. Proposer's demonstrated capabilities (financial solvency, location, extent of services offered, past experience working with school districts and working with the Facilities Planning Department of SED to get projects approved.)
7. Length of time in business
8. Client references
9. Proximity to District
10. Staffing
11. Responsiveness and compliance with this RFP.
12. The District intends to select individuals or agencies that, in their opinion, best meet the District's needs, and not necessarily the firm(s) whose fees are the lowest.

F. RIGHT TO ACCEPT OR REJECT PROPOSALS

The District reserves the right to reject, without prejudice, any and all proposals received under this Request for Proposal, to request additional information from all proposers, to waive irregularities or technical deficiencies, and to negotiate the terms of the engagement. The District may select the proposal(s) which, in the District's sole discretion and with whatever modifications the District and the proposer may mutually agree upon, that best meet the District's requirements.

The District also reserves the right to select different firms for different services listed in the "SCOPE OF SERVICES" section above in various combinations, or none at all. This RFP does not commit the District to award a contract.

Finalists may be required to meet with District officials and/or the selection committee.

The District will not pay any cost incurred in the preparation of a proposal in response to this RFP. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal.

Proposals will be retained by the District. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP, unless any and all such exceptions are clearly and specifically noted in the proposal submitted.

The New York State Freedom of Information Law (FOIL), as set forth in Article 6 of New York Public Officers Law, mandates public access to certain government records. Generally,

proposals submitted in response to this RFP constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, which, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, proposers must specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its Proposal:

The information or data on pages ____ of this Proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical or other information which constitute trade secrets or such, if publicly disclosed, would result in substantial injury to our competitive position. We request that the District use such information only for the evaluation of this PROPOSAL but we understand that the District must comply with the provisions of the New York State Freedom of Information Law (FOIL) and that public disclosure of the information contained in this Proposal whether or not marked as "CONFIDENTIAL" and we agree to make no claim for any damages as a result of any such disclosure by the District pursuant to FOIL.

In the event the District receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the District in making its determination as to whether disclosure is required under the law.

G. CONTRACT REQUIREMENTS

The lead person from the Architecture/Engineering firm shall not be changed without prior written approval from the District.

The A/E maximum response time for non-construction issues shall be 5 days. The A/E shall respond to construction-related issues within 24 hours.

Prior to issuance of any construction documents, the A/E shall be responsible for verification of any existing conditions.

Insurance:

The Contractor, at its sole cost and expense, shall maintain without interruption the following insurance throughout the term of the awarded contract(s), including any annual extensions of the contract:

1. Notwithstanding any terms, conditions, or provisions in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. 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 to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
- b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with 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 (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.

3. a. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.

b. At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.

4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.

5. 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

b. Automobile Liability

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. 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 [per NYS WC and Disability laws]. 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.

d. Professional Errors and Omissions Insurance

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

e. Umbrella/Excess Insurance

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

6. The Professional Consultant 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 legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. 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.

Other Contract Terms and Conditions:

1. Conflict of Interest - No member of the Board of Education or any administrator in the District shall have a prohibited conflict of interest in the awarded contract.
2. Venue - The proposer and the District explicitly agree that the awarded contract will be governed and construed according to the laws of the State of New York and the parties further agree that the Supreme Court, State of New York, County of Westchester and the United States District Court, Southern District of New York, located in White Plains, New York, shall be the forum for any actions brought under the awarded contract.

3. Advertising - The proposer(s) awarded a contract shall not advertise or publish as a form of an endorsement, the fact that the District has entered into the awarded contract(s), without the District's prior written approval except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
4. Interference - There shall be no interference with the District's operations in the performance of the service(s) rendered under the awarded contract(s).
5. Termination Rights by the District - The District may terminate the awarded contract(s) by giving at least fourteen (14) days' prior written notice if the proposer awarded a contract fails to perform any of the material obligations hereunder. Such proposer so notified shall have fourteen (14) days from the date of that notice to correct such failure. At the end of the fourteen (14) day notice and cure period, the District may still opt to terminate the awarded contract. The District may also terminate the awarded contract without cause by giving at least thirty (30) days' prior written notice to the proposer awarded a contract.
6. Representations – No information derived from inspection of the District's records or reports of investigation concerning the awarded contract will in any way relieve the proposer awarded a contract from its responsibility or from properly performing its obligations under the awarded contract. The District may have provided information as a convenience to the proposer and did so without any warranty whatsoever by the District. The proposer shall make its own conclusions and interpretations from the data supplied by the District and from information available from other sources.
7. Cumulative Rights - The rights and remedies provided by the awarded contract shall be cumulative and the use of one right or remedy by a party shall not preclude or waive the right to use any or all of the remedies.
8. Indemnification - The architect/engineer awarded a contract agrees to defend, indemnify and hold harmless the Croton-Harmon Union Free School District, its Board of Education, officers, employees, volunteers and agents from and against any and all liability, loss, damage, claim or action (including costs and attorneys' fees) for bodily injury (including death) and property damage (including real and personal property), to the extent permissible by law, arising out of operations performed or services provided by the architect/engineer under the awarded contract. The architect/engineer awarded a contract covenants and agrees that it will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the District, in any

such litigation, the architect/engineer shall at its own expense satisfy and discharge the same.

- a. To the maximum extent permitted by law, without limiting the foregoing, the architect/engineer awarded a contract also agrees to defend, indemnify and save harmless the Croton-Harmon Union Free School District, its Board of Education and all District officers, administrators, employees, volunteers and representatives, from and against all claims, demands, losses, costs (including, without limitations, legal expenses on a solicitor and client basis), damages, suits, actions and proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications or other written data provided by the architect/engineer or the officers, directors, employees, consultants and agents of the architect/engineer in connection with providing services under the awarded contract(s). The architect/engineer awarded a contract covenants and agrees that it will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the District in any such litigation, the architect/engineer shall at its own expense satisfy and discharge the same.
 - b. The above indemnification provisions shall survive the expiration or sooner termination of the awarded contract
9. Default - If architect/engineer awarded a contract is in default of its obligations under the awarded contract(s), the District may, in its discretion, do all things necessary to remedy such default, and the architect/engineer shall, on demand by the District, reimburse the District for all costs incurred by the District in doing so.
10. Non Discrimination Requirements - In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the proposer awarded a contract agrees that neither it, nor its subcontractors or consultants, if any, shall discriminate for reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, predisposing genetic characteristics, familial status, marital status, disability or status as a victim of domestic violence: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the awarded contract(s). This policy of non-discrimination includes the

following areas: recruitment and appointment of employees; employment pay and benefits.

11. Approximate Services – Approximate services requirements are given. Approximate services only indicate the estimated services the District will require. Services will be utilized on an as-assigned basis and it is understood that the estimated services may be increased, decreased or omitted without any way invalidating Proposal fees.
12. The District reserves the right to review and approve any contractual agreements made between Proposer and independent contractors hired by Proposer to provide services to the District.

H. COST PROPOSAL

Building Condition Survey and Five Year Plan Update

- Five Year Plan - 26-27 - All inclusive cost \$ _____
 - Five Year Plan - 27-28 - update All inclusive cost \$ _____
 - Five Year Plan - 28-29 - update All inclusive cost \$ _____
 - Five Year Plan - 29-30 - update All inclusive cost \$ _____
 - Five Year Plan - 30-31 - update All inclusive cost \$ _____
-
- Building Condition Survey - All inclusive cost \$ _____

Project design and construction administration for modification, renovation and new construction as requested by the District

Compensation Schedule:

Projects vary in scope and complexity and therefore this impacts the amount of time and effort required to complete a specific project scope. The compensation schedule should indicate the maximum percentage. Upon review of the specific scope, the time required to complete the project might be less, therefore, the firm and the district may negotiate a fixed sum.

Reimbursable expenses should not be included in the compensation schedule below. District will reimburse expenses that include all printing and mailing costs associated with each project, as requested by the district, required to secure all permits, and as required by public bidding.

Project Size	Professional Fees
Under \$500,000	
\$500,000-\$1,500,000	
\$1,500,000-\$2,500,000	
\$2,500,000-\$4,000,000	
Over \$4,000,000	

It is anticipated that projects over \$1,500,000 would require a construction manager, hired separately.

List all reimbursable expenses: _____

Hourly Billing Rates:

Position	Hourly Rate
Principals	
Associate Principals	
Associates/Project Architects	
Architects/Technical	
Landscape Architect	
Administration/Communications	
Assistant Project Administrator	
Marketing Coordinator	
Administrative Support	

Name of Firm: _____

Proposal Submitted by: _____

Signature: _____

Date: _____

**Proposals should be sent to: Denise Harrington-Cohen, Asst. Supt for Business
10 Gerstein Street, Croton-on-Hudson, NY 10520**

- 1. Completed Cost Proposal**
- 2. Completed “Statement of Non-Collusion”**
- 3. Completed “Iran Divestment Certification”**
- 4. Completed “Sexual Harassment Written Policy & Training Certification Form”**

NON-COLLUSIVE FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

Proposer Name: _____

Proposer Address: _____

Telephone Number: _____

Date of Proposal: _____

Non-Collusive Certification

a. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and,

3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b. A proposal shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the proposal 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 this proposal is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (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 proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal hereafter made to the Croton-Harmon Union Free School District by a corporate proposer for work or services performed or to be performed or goods sold or to be sold, where the proposal contains the certifications referred to in this form shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing, and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The proposer affirms the above statement as true under the penalties of perjury.

Signature of Proposer:

(Signature of proposer or authorized representative of a corporation)

Print Name: _____

Title: _____

Sworn to before me this _____ day of _____, _____

Authorized Signature, Notary Public

Commission Expires

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible proposer/bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded a contract if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The Croton-Harmon Union Free School District makes a determination, in writing, that the goods or services are necessary for the District to perform its functions and that, absent such an exemption, the District would be unable to obtain the goods or services for which the contract is offered.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

Signature of Proposer:

(Signature of proposer or authorized representative of a corporation)

Print Name: _____

Title: _____

Sworn to before me this _____ day of _____, _____

Notary Public

Commission Expires

**SEXUAL HARASSMENT PREVENTION WRITTEN POLICY &
TRAINING CERTIFICATION FORM**

THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says
(Name of Individual Signing this Certification)

that I am the _____ of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that the above-named proposer 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, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

By: _____
Signature

Title

Sworn to before me this _____ day of _____, _____

Authorized Signature, Notary Public

Commission Expires