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REQUEST FOR PROPOSALS

The Board of Education of the Pelham Union Free School District hereby invites the submission of proposals for the following professional services:

Architectural Services (Post-Referendum)

The terms and conditions of this Request for Proposals ("RFP") as well as the required proposal forms and certifications may be obtained at the Pelham UFSD website (www.pelhamschools.org) by selecting "District" from the drop-down menu and choosing "District Office Requests for Proposal (RFP)," from the Pelham UFSD Business Office located at 575 Colonial Avenue, Pelham, New York 10803 or by calling the Business Office at 914-738-9140.

In all cases it must be understood that the conditions and specifications of the Pelham Union Free School District shall apply. Sealed proposals must be clearly marked, "Architectural Services – Post-Referendum", and will be received until 11:00 a.m. on Wednesday, May 30, 2018 at the Pelham UFSD Business Office located at the above address, at which time and place all proposal packages will be opened publicly.

The Board of Education reserves the right to consider qualifications, experience, and reputation in the architectural services industry, as well as the specific qualifications of a proposer when evaluating proposals received. The Board of Education reserves all rights and may reject any or all proposals as it may deem appropriate to so do.

DATED: May 16, 2018

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REQUEST FOR PROPOSAL ARCHITECTURAL SERVICES (POST-REFERENDUM)

Proposals Accepted Until May 30, 2018 at 11:00 AM

To Whom It May Concern:

The Board of Education of the Pelham Union Free School District is commencing capital construction to be financed by bond(s).

The purpose of responding to this Request for Proposals for Post-Referendum Architectural Services is for the implementation of voter approved capital construction projects up to \$57,524,892.

The project(s) approved by voters are shown in Appendix A.

In addition to completing and submitting all forms in this document, written proposals outlining the firm's history and design philosophy, including present size, in-house disciplines, and special areas of expertise are also encouraged. Of special interest are projects carried out by your firm that are directly relevant to the District's proposed capital projects. A written proposal should include a brief conclusive summary of why your firm should be selected as the District's architect for post-referendum services. All submittals shall be considered in the evaluation of each firm's proposal.

Site maps and floor plans of the District's buildings are available by request from the District Business Office. Please telephone Ms. Sheila Pappas at 914 738 9140 x1140 or send an email to jhricay@pelhamschools.org.

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Dates and Deadlines

There will be a <u>mandatory</u> walkthrough on Wednesday, May 23, 2018 at 2pm – meeting at the Glover Field Complex. Sealed proposals will be received until Wednesday, May 30, 2018 at 11:00 A.M. at the Business Office of the District. To be considered, one original plus 9 copies must be submitted in a sealed envelope(s) marked as "Proposal for Architectural Services (Post-Referendum)" and addressed to:

James F. Hricay Assistant Superintendent for Business Pelham Union Free School District 575 Colonial Avenue Pelham, New York 10803

No faxed or emailed copy of the proposal will be accepted. It is the proposer's responsibility to ensure that its proposal is received by the District before the deadline, whether sent by mail or by means of personal delivery. All proposals received after the deadline stated in the RFP or any Addenda to the RFP will not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the District.

The proposals will be reviewed directly thereafter by District staff, elected officials and Bond Feasibility Committee members. Selection interviews will be scheduled during the week of June 4, 2018. It is expected that the Board of Education will award the contract at its meeting on June 12, 2018.

The District will not reimburse responding firms for any expenses incurred in preparing proposals or submitting additional information in response to this RFP.

THE BOARD OF EDUCATION RESERVES ALL RIGHTS AND MAY REJECT ANY OR ALL PROPOSALS AS IT MAY DEEM APPROPRIATE TO SO DO. The Board of Education intends to award on the basis of the best interest and advantage to the District and reserves the right to request clarifications or corrections to proposals received, to accept or reject any or all proposals received, to negotiate with all qualified proposers, to waive what it deems to be an informality in the RFP process, to waive what it deems to be technical defects, irregularities and/or omissions relating to a specific proposal, to re-advertise and solicit additional proposals or to cancel this RFP, if it is considered in the best interest of the District to do so. The Board of Education may select the proposal with whatever modifications the District and the proposer may mutually agree upon, which, in the Board of Education's sole discretion, it determines best meets the District's requirements whether or not that proposal has the lowest costs. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal.

Proposer

Submission of Proposal

When submitting a proposal, it is the responsibility of a principal of the respective firm to complete the following documents in the enclosed RFP:

- Agreement to Terms of Discussion
- RFP Certifications
- Complete references and signatory documents
- Complete Fee Schedules

Failure to adhere to the foregoing may result in the proposal being rejected as non-responsive. The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. 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.

Proposal Content

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the proposer to provide Post-Referendum Architectural Services. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. The submitted proposal should include:

- A statement demonstrating the proposer's understanding of the work to be done, the commitment to perform the work, and the reason the proposer believes it is best qualified to perform the services.
- General background information regarding the proposer its history/experience, present capacity, in-house disciplines and an organization chart.
- Identification as to whether proposer is a partnership, professional corporation, individual, joint venture, or other form of organization.
- Description of experience providing architectural services to school districts.
- Names and resumes of personnel to be assigned to the District providing their experience servicing school districts. It is fully expected that the personnel indicated will be those assigned.
- If the proposer does not have in-house capabilities to complete all design work associated with the projects, identify sub-consultant that will provide those services. The proposal shall include information about providing architectural, structural, electrical, plumbing, mechanical, geotechnical and landscape architecture services.
- Information on a minimum of five (5) completed projects for school districts within New York State. The list shall include the school district name, contact person and phone number, project location and description, original estimated construction cost and final actual construction costs, completion date and key personnel involved in the project.

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- List of school district clients to whom services were provided in (a) 2016-2017 school year and (b) 2017-2018 school year.
- Description of proposer's experience with the State Education Department requirements.

Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will then have their proposals evaluated for both technical qualifications and price. The following represents the principal selection criteria which will be considered during the evaluation process.

1. Mandatory elements

- a. The Architect is licensed to practice in the State of New York
- b. The Architect has no conflict of interest with regard to any other work to be performed for the Pelham Union Free School District
- c. The Architect adheres to the instructions in the Request for Proposal on preparing and submitting the proposal

2. Technical Qualifications

- a. The Architect has demonstrated prior experience and satisfactory performance on school district engagements of comparable complexity and scope (completed projects for school districts within New York State).
- b. The qualifications and experience of the Architect's professional personnel to be assigned to the engagements will be considered.
- c. The Architect has demonstrated understanding of the project requirements and District needs, including the need for effective collaboration with the District staff, its Board, and its construction professionals.

3. Price

Cost will be considered, but will not be the primary factor in the selection of an architectural consultant.

Any questions or clarifications needed regarding the RFP shall be directed to me via e-mail jhricay@pelhamschools.org). Responses will be made via e-mail Addenda to all proposers who provide their email contact information.

Thank you for your interest in the Pelham Union Free School District.

Very truly yours,

James F. Hricay Assistant Superintendent for Business Pelham Union Free School District

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SCOPE OF SERVICES

The Architect shall provide post-referendum services in accordance with the Manual of Planning Standards by the New York State Education Department and the functional program and/or scope of work prepared by the District, and all applicable codes (local, state and federal).

Specifically, the Architect shall provide the following post-referendum services as follows:

- Review the voter approved summary of work (see Appendix A), available drawings and other information available on the bond section of the Districts web-site (http://www.pelhamschools.org/bond). Visit the project site(s) and observe conditions.
- Design and prepare final construction documents based on the voter approved proposition(s), including but not limited to drawings, specifications, and general conditions. Assure that the drawings and specifications prepared are in conformity with all codes, laws, rules and regulations which apply to the projects approved by the District's voters.
- Work with a Construction Management firm through all phases of the project.
- For all projects, provide design duration timelines for the schematic, design development, construction document, or any combination of phases as may be directed by the District for the District's approval. Said duration shall include review and bidding time for the District.
- Provide graphics, including final designs, elevations and presentation boards, as needed for public information purposes.
- Attend and participate in public presentations/meetings as required by the District.
- Prepare bid packages for each contract, including definition of scopes of work, drawings, technical specifications, terms and conditions, bonding and insurance requirements.
- Attend pre-bid meetings with potential contractors.
- Answer bid RFIs and prepare addenda (as needed) related to the design document.
- Evaluate the construction activity, including site visits to monitor the work in progress, handle inquiries regarding the Contract Documents, keep records, report on schedule progress and estimated completion cost, prepare punch-lists, administer completion and handover process, and review record drawings, warranties, guarantees, and other required documentation for acceptability.
- Review all monthly requisitions and certify amounts to be paid to contractor(s).

Proposer			

- Expedite the review process after receiving submittals and shop drawings while checking for conformance with the Contract Documents.
- Maintaining accurate records of accepted shop drawings and submittals.
- Evaluate proposed change orders and their cost and time schedule impacts during the construction phases of the project.
- Notify the District and responsible contractor(s) in writing of any delays, defects, deficiencies or of any work which does not conform to the Contract Documents.
- 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, and ensure that all punch-list items are corrected.
- Notify the District of any and all faulty construction methods, procedures, safety precautions and of the failure of the contractor(s) to perform the work in accordance with the Contract Documents.
- 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.
- Conduct a separate project meeting with all parties concerned with the expressed purpose of "Project Closeout."
- Approve, assemble and submit to the District written guarantees, instruction and operating manuals and all other data required of the contractor(s) by the Contract Documents.
- At the request of the District, prepare and submit Contractor Evaluation Reports to the District
- Assist the District personnel in assuming operation of all systems, including scheduling of instructional sessions by the contractor(s) as required in Contract Documents.
- Assist the District with NYS final close-out documents.

INSURANCE:

In addition, the Architect awarded a contract pursuant to this RFP will be required to obtain and maintain the below identified required insurance and to effectuate the naming of the District as an unrestricted additional insured on the proposer's insurance policies using endorsement CG 2026 or broader, with the exception of workers' compensation and professional liability. If any required policy is written on a claims-made basis, the retroactive date must precede the date of the awarded contract. The policy naming the District as an additional insured shall (a) be issued by an A.M. Best rated "secured" insurer, authorized to conduct business in New York State; (b) contain a 30-day notice of cancellation to the District; and (c) state that the Architect's coverage shall be primary coverage for the District, its Board of Education, officers, employees and volunteers. The Architect awarded the contract shall submit certificate(s) of insurance demonstrating compliance with these requirements that states what endorsement is being used to effectuate naming the District, its Board of Education, employees, officers and volunteers as an

Proposer			

additional insured. If endorsement other than CG 2026 is used, a copy shall be included with the certificate(s) of insurance. The failure of the District to object to the contents of the certificate(s) of insurance or the absence of same shall not be deemed a waiver of any rights held by the District. The Architect agrees to indemnify the District for any applicable deductibles required by the Architect's insurance policies.

Required Insurance:

- 1) Commercial General Liability Insurance
- \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- 2) Automobile Liability
- \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- 3) Workers' Compensation and N.Y.S. Disability

Workers' Compensation at statutory limits for all employees and Employers Liability Insurance for operations in New York State with a policy limit (to the extent permitted by law) of not less than \$1,000,000

- 4) Professional Errors and Omissions Insurance
- \$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the Architect performed under the contract for the District. Coverage shall remain in effect for two years following the completion of work.
- 5) Fidelity Bond

For dishonest acts of the consultant's employees with coverage for computer fraud and fund transfer including client coverage.

6) Excess Insurance

On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.

Proposers acknowledge that the failure to obtain such insurance on behalf of the District constitutes a material breach of the contract resulting from this RFP.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). Proposers acknowledge that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

Proposer

AGREEMENT ON TERMS OF DISCUSSION

The District's receipt or discussion of any information submitted in response to the District's RFP, and prior to contract award by the District's Board of Education, including information submitted during discussions after said submittal (including ideas, models, drawings or other material communicated or exhibited by us or on the District's behalf) will not impose any obligations whatsoever on the District or entitle us to any compensation, except to the extent specifically provided in such written agreement, if any, as may be entered into between the District and the Architect. Any such information given, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this agreement, whether made as part of or in connection with any information received from us in any fashion, shall be null and void and of no effect. This letter is not intended, however, to grant to the District the right to use any material which is the subject of valid copyright, trademark or letters patent.

The foregoing applies to any information whether or not given at the invitation of the District.

Officer of Company (Signature)

Date

Title

Telephone Number

Company

Fax Number

Address

Email

Proposer

HOLD HARMLESS AGREEMENT

The undersigned hereby agrees to defend, indemnify, and save harmless the Pelham Union Free School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the Proposer, whether such claims shall be made by an employee of the Proposer or by a third party. The Proposer covenants and agrees that he 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 Proposer shall at his own expense satisfy and discharge the same.

REPRESENTATIVE
SIGNATURE
TITLE
COMPANY NAME
DATE

Proposer	
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REQUEST FOR PROPOSAL (RFP) CERTIFICATIONS

FIRM NAME:	
BUSINESS ADDRESS:	
TELEPHONE NUMBER:	
EMAIL:	
DATE OF PROPOSAL:	
GENERAL RFP CERTIFICATION	
The proposer certifies that he/she will furnish services as described on this proposal The proposer certifies that he/she is licensed to practice architecture in the State of I The Architect will execute either AIA Document B101 or B132, as appropriate and by the District's attorney and agreed to by the Board of Education.	New York.
Signature	

Proposer

REFERENCE SHEET

All proposers will be required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size and scope to those shown in Appendix B. References must have had dealings with the proposer within the last thirty-six months. The District reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the proposer before the actual award of the contract. Completion of the reference form is required.

PROPOSER'S NAME:	
DATE FILED:	
COMPANY NAME:	
ADDRESS:	
CVENT OF A THE CALL	
CITY: STATE: ZIP:	
OFFICED.	
OFFICER:	
CONTACT:	
CONTACT.	
EMAIL:	
FEDERAL ID #:	
TELEPHONE:	FAX:

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REFERENCE #1:		
CONTACT:		
ADDRESS:		
CITY: STATE: ZIP:		
TELEPHONE:	FAX:	
EMAIL:		
BRIEF DESCRIPTION OF PROJECT,	, INCLUDING COST	
REFERENCE #2:		
CONTACT:		
ADDRESS:		
CITY: STATE: ZIP:		
TELEPHONE:	FAX:	
EMAIL:		
BRIEF DESCRIPTION OF PROJECT.	, INCLUDING COST	

REFERENCE #3:
CONTACT:
ADDRESS:
CITY: STATE: ZIP:
TELEPHONE: FAX:
BRIEF DESCRIPTION OF PROJECT, INCLUDING COST

Proposer_____

Proposer_		
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FEE SCHEDULE: ARCHITECTURAL SERVICES (POST-REFERENDUM)

The Voters of the Pelham Union Free School District have approved a final determination as to the scope of the capital construction undertaking. The total cost of construction will not exceed \$57,524,892.

Please indicate below your proposed fee schedule for post-referendum services as either 1) a % of final bond referendum dollar value (including incidental costs) as determined by the Board of Education; or 2) a flat fee. If you are proposing a sliding scale, enter a percentage in each range. If you are proposing a single percentage, enter this information in the third line. Unless specifically noted by the proposer, the dollar values below refer to the total dollar value of all propositions to be approved in the voter referendum.

1.) Per Cent of Final Bond Referendum Dollar Value \$10,000,000 \$15,000,000 _____% of total referendum scope to \$15,000,001 \$25,000,000 _____% of total referendum scope to \$25,000,001 \$35,000,000 % of total referendum scope to \$35,000,001 \$45,000,000 % of total referendum scope to \$45,000,001 \$57,524,892 _____% of total referendum scope to OR 2.) Flat Fee

Additional Services to be billed at the	following hourly	rates	
Partner	\$	/hour	
Associate	\$	/hour	
Architect	\$	/hour	
Interior Designer	\$	/hour	
Draftsmen	\$	/hour	
Other (specify)	\$	/hour	
Other (specify)	\$	/hour	
Please identify reimbursable cost item Architect's fee. If possible, please provide			in the
Submission of invoices If the Architect is engaged for post-refmenthly invoices of approximately eappointment date to the date of completi with the Architect's proposed hourly feepercentage multiplied the final project corresponds Submitted by:	equal amounts (equal on. Otherwise more schedule <i>up to a</i>	excluding reimbursable expenses) from the control of the control o	m the
Architect (Signature)		Date	
Name/Title		Telephone	
Address		Fax	
		E-Mail	

Proposer_____

APPENDIX A: SCOPE OF WORK

PELHAM UNION FREE SCHOOL DISTRICT

2017/2018	Bond R	eport	
Prop	osition #1	1	
New Hutchinson	1 Elemen	tary School	
Sitework:			
Demolition of Modulars			\$ 50,000
Demolition of Existing Building			\$ 855,000
Rock Removal Allowance			\$ 2,500,000
Sitework for New Building			\$ 1,500,000
New Paving & Sidewalks			\$ 450,000
Lighting			\$ 105,000
Misc. Site			\$ 50,000
Reconstruction of Play Areas			\$ 150,000
Subtotal			\$ 5,660,000
Design Contingency			\$ 283,000
Construction Contingency			\$ 594,300
Construction Subtotal			\$ 6,537,300
Escalation to 2019			\$ 522,984
Project Costs			\$ 1,270,851
Project Total			\$ 8,331,135
		Round To:	\$ 8,300,000
New Construction:			
New Building			\$ 21,945,000
Furniture Allowance			\$ 1,250,000

Subtotal		\$	23,195,000
Design Contingency		\$	1,159,750
Construction Contingency		\$	2,435,475
Construction Subtotal		\$	26,790,225
Escalation to 2019		\$	2,143,218
Project Costs		\$	5,208,020
Project Total		\$	34,141,463
	Round To:	\$	34,100,000
	Total Site & Building	\$	42,400,000
Prospect Hill School Elevator, Bathroom &	Greeter Station Renova	 ntion/A	Addition
Sitework:			
Sitework for New Addition		\$	200,000
New Paving & Sidewalks		\$	37,500
New Terrace		\$	-
Lighting		\$	14,000
Misc. Site		\$	50,000
Subtotal		\$	301,500
Design Contingency		\$	30,150
Construction Contingency		\$	33,165
Construction Subtotal		\$	364,815
Escalation to 2019		\$	29,185
Project Costs		\$	70,920
Project Total		\$	464,920
	Round To:	\$	500,000
New Construction:			
Ground Floor		\$	652,000
First Floor		\$	180,000
Second Floor		\$	180,000
Renovation @ Connection		\$	200,000
Elevator		\$	150,000
Toilet Room Renovation - Ground Floor		\$	175,000

Toilet Room Renovation - First Floor		\$	175,000
Toilet Room Renovation - Second Floor		\$	175,000
Furniture Allowance		\$	50,000
Subtotal		\$	1,937,000
Design Contingency		\$	193,700
Construction Contingency		\$	213,070
Construction Subtotal		\$	2,343,770
Escalation to 2019		\$	187,502
Project Costs		\$	455,629
Project Total		\$	2,986,901
	Total Site & Construction	\$	3,000,000
Middle/High School Annex Building	 Envelope Repairs / Repla	cemei	nt
High School Annex Roof Replacement		\$	425,000
High School Annex Parapet Replacement / Masonry		\$	1,750,000
Middle School Masonry Repairs		\$	250,000
Subtotal		\$	2,425,000
Design Contingency		\$	103,092
Construction Contingency		\$	266,750
Construction Subtotal		\$	2,794,842
Escalation to 2019		\$	234,740
Project Costs		\$	570,418
Project Total		\$	3,600,000
Renovation of High School	ol to Add Classrooms		
Renovate southwest corner (Business Office)		\$	563,750
Renovate north side (Superintendent's Office)		\$	631,250
Renovate east side		\$	490,000
Convert Room 221 to Science Research	I	\$	220,000
Convert Room 222 to Science Lab		\$	195,000
Science Casework Allowance		\$	150,000
Furniture Allowance		\$	280,000
Subtotal		\$	2,530,000

Design Contingency		\$	253,000
Construction Contingency		\$	278,300
Construction Subtotal		\$	531,300
Escalation to 2019		\$	244,904
Project Costs		\$	595,117
Project Total		\$	3,901,321
	Round To:	\$	3,900,000
	Total Propostion #1	\$	52,900,000
Proposition #2			
Glover Complex Tennis Co	ourt Improvements		
Tennis Court removal and repaving		\$	250,800
Chain Link Fencing and Gates		\$	32,500
Subtotal		\$	283,300
Design Contingency		\$	28,330
Construction Contingency		\$	31,163
Construction Subtotal		\$	342,793
Escalation to 2019		\$	27,423
Project Costs		\$	66,639
Project Total		\$	436,855
Varsity, Baseball A, B	 		
Selective Site Demolition		\$	300
Athletic Field Equipment		\$	2,250
Earth moving		\$	159,200
Synthetic Grrass Surfacing		\$	1,630,000
Infield Skinned Area		\$	34,000
Chain Link Fences & Gates		\$	213,055
Storm Drainage		\$	400,000
Subtotal		\$	2,438,805
		Ψ	, ,
Design Contingency		\$	243,881
Design Contingency Construction Contingency			

Escalation to 2019		\$ 236,076
Project Costs		\$ 573,665
Project Total		\$ 3,760,696
Prospect Hill Field Irrigation and	d Improvements	
Selective Site Demolition		\$ 1,800
Athletic Field Equipment		\$ 1,700
Earth moving		\$ 23,000
Infield Skinned Area		\$ 19,550
Sodding		\$ 101,080
Storm Drainage		\$ 5,000
Irrigation		\$ 125,000
Subtotal		\$ 277,130
Design Contingency		\$ 27,713
Construction Contingency		\$ 30,484
Construction Subtotal		\$ 335,327
Escalation to 2019		\$ 26,826
Project Costs		\$ 65,188
Project Total		\$ 427,341
	Total Propostion #2	\$ 4,624,892

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APPENDIX B: LIST OF DISTRICT FACILITIES (ALL LOCATED IN TOWN OF PELHAM, NY)

Hutchinson School

301 Third Avenue 914 738 3640

Prospect Hill School

1000 Washington Avenue 914 738 6690

Pelham Middle School

28 Franklin Place 914 738 8190

Pelham Memorial High School

575 Colonial Avenue 914 738 8110