



REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGEMENT SERVICES

Albany Leadership Middle School Expansion

Project # 0002

Project Address:

19 Hackett Blvd.

Albany, NY

A. INTRODUCTION

Your firm is hereby invited to submit, as a proposer ("**Proposer**"), a proposal ("**Proposal**") for Construction Management Services, as applicable ("**CM Services**") to enter into an Agreement with Albany Leadership Charter School for Girls ("**School**"). This Request for Proposal is part of a competitive selection process to engage a CM Services team for pre-construction support and construction services. Proposals are being solicited from firms with extensive experience in the educational institution construction market sector, who can provide vast experience in the cost estimating, RFP development, target value design, scheduling, constructability analyses, local labor relations and local marketplace knowledge.

Participation in this selection process by interested firms shall be at no cost or obligation to the School. This is a Request for Proposal, not an order, nor an offer. School reserves the right (a) to terminate this selection process at any time, (b) to reject any or all proposals, and (c) to waive informalities and minor irregularities in the proposals received, all at its sole and absolute discretion. Please review, sign and return the following documents located in Appendix I:

- Confidentiality Agreement

B. PROJECT DESCRIPTION AND INFORMATION

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It is the School's intent to select a qualified CM Services team to provide complete construction management services for pre-construction support and construction implementation for the project ("**Project**") as summarized below.

Coordination with school's Business Official and School's Principal/CEO on the planning, development, and execution of the middle school expansion addition to the current facility as depicted in architect drawings. The CM will be a part of the design phase with the school, engineer, and the architect to ensure the design is completed to all regulations and codes. Anticipated start of the project to be November 15th, 2021. It is the intent to engage the successful CM to provide pre-construction services in support of advancing the project through design (Concept/SD/DD) for budget confirmation. CM Fee shall be provided for construction implementation.

C. PROJECT LOCATION

The scope of work covered by this RFP is located at:

19 Hackett Blvd.
Albany, NY 12208

D. PROJECT WORK TO DATE

Preliminary work has been conducted with the architect/firm contracted to design and build the existing school building in 2009. Preliminary drawings have been drafted in order to allow the School Business Official and Principal/CEO to begin the process of cost analysis and comparison to other potential options throughout the area. The school is conducting an RFP process for CM and architect for this expansion.

No physical work has been conducted at this time.

E. OTHER TEAM MEMBERS

The School's Representative hired by the school, if any, will be responsible for the overall coordination of the project activities, including team structure, project schedule, budget updates, and monthly status updates. The selected CM Services Team will work closely with the school's Representative, as applicable, to manage the project design to budget, develop cost estimates, and provide status updates as required by school.

School's Officials Involved in Project

Carina Cook, Principal/CEO: Design and layout of expansion

Ryan Smith, School Business Administrator: Financial, Project Oversight

Beth Robertson, Board of Trustees Chair

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F. SCOPE OF SERVICES

Provide complete construction management services from the pre-construction phase through basic construction phase(s) as outlined below and consistent with the requirements in Article 2 of the AIA Document A133-2017 Standard Form of Agreement between School and Construction Manager as Constructor, where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price governing the Scope of Construction Manager's Responsibilities.

1. Pre-Construction Phase

- Review design relative to Site Logistics, Constructability, and Probable Construction Cost during master planning and architectural/engineering design phases of the project, making relevant recommendations in the best interest of School.
- Provide examples of recent and relevant projects and document comparative benchmarking and analysis of construction cost parameters.
- With a focus on "cost informed design", benchmark potential construction costs for each line-item specification division prior to completion of Schematic Design. Process should include analysis and guidance on proper escalation to the market in which the project is being construction.
- Recommend project contingency amounts for purposes of risk management.
- Prepare detailed construction cost estimates based on progress design drawings and specifications documentation. Reconcile estimate with that of Architect and/or independent estimator hired by School.
- Prepare Guaranteed Maximum Price (GMP) proposal including a written statement of its basis.
- Develop and maintain a Master Construction Schedule.
- Maintain an analysis of types and quantities of labor required for project and make any recommendations necessary to assure the availability of an adequate labor force, inclusive of guidance around the utilization of prevailing or non-prevailing wage forces.
- Prepare bid packages and conduct pre-bid meetings.
- Solicit and administer construction trade contracts.
- Maintain close coordination and collaboration with School and the Project Team in providing assistance with construction industry related consultation.

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- Prepare and maintain a schedule of required building and construction related permits inclusive of estimated costs. Provide guidance and assemble costs for new or modifications to existing utilities, inclusive of any "aid to construction" costs.
- Assist the School in preparing all submittals necessary to obtain all building permits, applicable agency and state approvals, and certification of the project.

2. Basic Construction Phase

- Cooperate with the Architect/Engineer to resolve Construction Phase design issues.
- Obtain building permits.
- Establish a competent full-time staff including a non-working superintendent providing on-site management and a dedicated project manager to provide coordination of the Trade Contractors in the sequencing of the work and management of the Work.
- Initiate, conduct, and supervise all safety precautions and programs in connection with the project.
- Initiate, conduct and manage quality control of the program.
- Conduct regularly scheduled progress meetings and generate meeting minutes.
- Receive and review shop drawings and related submittals, adding required comments, documenting Requests for Information (RFI), and preemptively answering, augmenting, or otherwise assisting in the expedited response and efficient processing of these items.
- Assure compliance with contract documents.
- Maintain up-to-date cost data, including consumption and status of contingency, and report to School on a regular basis in order to maintain accountability for project costs.
- Develop and maintain detailed construction schedules updated each month.
- Process Requests for Information (RFI), change orders, and requests for payment.
- Maintain a running log of potential change order items to illustrate the potential demands upon funding sources.

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- Maintain a detailed daily construction progress log, with photographs.
- Generate reports on the progress of the project on a regular basis.
- Maintain an accurate set of as-built conditions to be turned over to the Architect/Engineer for their generation of as-built record drawings.
- Coordinate all project Commissioning activities (commissioning Agent contract direct with School) if required.
- Coordinate technical inspection and testing by Architect/Engineer and/or Third Party.
- Provide support to the School during occupancy planning, building activation, and for 90 days following occupancy. Assist with the training and turnover activities as needed to ensure that building systems operate as intended and the staff understand the system.
- Provide coordination and administration of Security during construction on behalf of and in coordination with the School.
- Coordinate delivery, receipt, removal of packing waste, and installation of the School's supplied equipment and materials.

G. MILESTONE SCHEDULE FOR THE PROJECT:

Project includes phases to be designed and constructed over the preliminary timeline outlined below.

➤ Project Team Assembly	1 month
➤ Programming/Schematic Design	1 month
➤ Schematic Design Cost Estimate	1 month
➤ Corporate Review and Approval.	1 month
➤ Design Development	1 month
➤ Design Development Cost Estimate & GMP Finalization	1 month
➤ Construction Documents	2 months
➤ School Review	2 months
➤ Construction [multiple phases or sub-projects to be added in planning]	CM to Advise
➤ Occupancy & Activation	1 month

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➤ Project Close-Out	1 month
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H. FORM OF AGREEMENT

The School intends to enter into an agreement for Construction Management Services using the following contract documents (together, the "**Agreement**"):

- AIA Document A133-2017 Standard Form of Agreement between the School and Construction Manager as Constructor, where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- Insurance Supplementary General Conditions

I. SELECTION PROCESS

The proposal shall provide the basic information necessary for the initial evaluation of each firm. Interviews may take place during the week of the 18th of October between 1:30 pm and 3:00 pm by appointment only, if needed. The proposed format for interviews will be included with the written notification to the selected firms.

Questions: Any questions during the RFP process are to be submitted to the following individual: Ryan Smith, rsmith@albanyleadership.org 518-694-8963

Any attempt to directly contact and influence any member of the Selection Committee, any board member or other senior management associated with this project after receipt of the Request For Proposal and prior to the selection decision may be grounds for disqualification.

J. PROPOSAL SCHEDULE & REQUIREMENTS

CM Services RFP Issued	Date
Site Tours / Pre-Proposal Meeting	October 29 th
Questions Due	October 29 th
Responses Provided By	October 29 th
Proposals Due	November 3 rd
Selection/Negotiation	November 8 th
Project Start	November 15 th

Please email an electronic copy of your proposal to the School or School's Representative by 3:00pm EST, on the proposal due date.

Send To:
Proposals@albanyleadership.org

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Proposals shall be 50 pages or less in an 8.5”x 11” format, bound and containing the following:

Section 1.0 – Company Description

1. Identify the firm’s name and the address of its principal office and provide a brief description of your firm's experience as related to this scope of work.

Section 2.0 – Proposed Project Team

1. Provide a resume for each proposed team member that clearly describes the individuals experience and qualifications based on their assigned role for similar assignments.

Section 3.0 – Similar Project Experience and References

1. Provide 5 examples of similar project school experience. All examples shall be construction management as constructor (CMc) contract type and shall indicate the GMP value in 2021 dollars, contingency carried, project savings, if any, and percentage of savings returned to the School.
2. Provide references for each project submitted as well as three other references.

Section 4.0 – Project Approach

This section serves as the basis for defining the scope of services to be included in the successful firm's contract. Provide a summary overview, but also include specific project details. For areas where further clarification may be needed, indicate your assumptions in formulating your proposed approach.

1. Provide your company’s approach to construction management as constructor and K-12 school work.
2. As the project schedule is paramount and the need to ensure the schedule meets the start of school, provide your approach to LEAN management and include 3 examples where your company has successfully implemented LEAN techniques.
 - Provide an actual example of pull planning.

Section 5.0 – Insurance Requirements

See **Appendix III – Attach Project Insurance Requirements**

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Section 6.0 – Fee Proposal

Provide:

1. Preconstruction fee for 3 progress estimates (Conceptual, Schematic and Design Development), the GMP and Procurement.
2. A project schedule showing the total project duration including preconstruction, turnover, and closeout.
3. General Conditions for the project.
4. Construction Fee.

K. SELECTION CRITERIA

The following criteria will be used by the Evaluation Committee:

1. Experience & Outcomes: The past performance of the Firm / Project Team on the delivery of similar projects.
2. Project Approach & Knowledge: The project team's experience and proposed approach, including scheduling and cost prediction, recording and reporting tools, negotiation and conflict resolution skills, knowledge of application local, state, and federal regulations and requirements, ability to provide key benchmarks of healthcare industry information.
3. Culture & Personality: The "chemistry and fit" between the Firm/Project Team, School and Trinity Health leadership.
4. Fee: The highest value for proposed fee

L. NON-DISCRIMINATION POLICY:

The School is committed to supplier diversity and shall enforce all non-discrimination requirements. The Proposer and its consultants engaged in the construction, renovating, installation, equipping or alteration of bond-financed facilities shall provide an equal opportunity for employment without unlawful discrimination as to race, national origin, religion, sex, sexual identify, gender identification or creed. The Proposer agrees to provide the School annually with information about the Proposer's efforts to create/maintain a diverse workforce and to contract with consultants,

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suppliers and agents that meet the requirements for certification as minority businesses.

M. NON-DISCLOSURE

Proposer shall regard this RFP and its contents as Confidential Information of Albany Leadership Charter School for Girls. The Proposers, their employees, and their contractors must treat all material and data provided by Albany Leadership Charter School for Girls during the RFP process as confidential and abide by the Non-Disclosure Agreement between the parties. Under no circumstances will a Proposer be allowed to discuss any aspect of this RFP with any other entity outside their organization without Albany Leadership Charter School for Girls prior written consent.

Thank you for your anticipated participation in this RFP. We look forward to reviewing your proposal.

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Appendices

Appendix I:

- **Confidentiality Agreement**

1. User covenants that he/she will not use for the benefit of himself/herself or any other party (other than County) or disclose to any other person or organization any Confidential Information (as hereinafter defined) except as such disclosure or use is consented to in advance by THE SCHOOL in writing. Confidential Information as used herein means information provided within the Request for Proposals, any information provided in connection with or ancillary to the Requests for Proposals, whether its provided in writing, electronically, or orally, information provided that discloses the configuration of the public office's critical systems, any information provided that constitutes infrastructure records, security records, or records that would jeopardize the security of public office electronic records.

2. The User understands the confidential nature of the Request for Proposals and agrees to protect it in the same manner as it would its own confidential information, and not disclose the Confidential Information to third parties or use the Confidential Information other than as provided for in this Agreement.

3. If Confidential Information, proprietary information, applications and other property is disclosed to the User orally or in writing in connection with the Request for Proposals, the User agrees that such information, applications, and other property shall be considered Confidential Information and maintained in confidence, not disclosed to third parties and used only for performing the User's obligations pursuant to this Agreement. All Confidential Information shall be deemed to be proprietary.

4. Confidential Information shall be kept confidential in perpetuity.

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Appendix II:

- **Scope of Service**

A. PURPOSE: The Construction Manager (CM) shall provide Staff Augmentation, Project Planning, and Project Management Services as required by THE SCHOOL. In doing so, the CM shall provide sufficient organization, personnel, and management, and attend meetings as called by THE SCHOOL to carry out tasks including, but not limited to, those listed below:

B. PREDESIGN SERVICES: The CM, on a task order basis, may support THE SCHOOL' Design & Construction Services department for special studies or other pre-design efforts.

C. DESIGN PHASE SERVICES:

A. Review the project design during the Schematic, Design Development, and Construction Document phases (“Design Phases”) for the purpose of advising on all design, constructability, and maintainability issues including but not limited to site use and improvements, selection of materials, availability of long-lead time items, building systems and equipment, and construction phasing. Review plans for compliance with project scope and THE SCHOOL' standard Construction Specifications.

B. Perform detailed design reviews of all building systems, including but not limited to, sprinkler systems, fire alarm systems, egress (safety) requirements, security systems, and assure that designs of these systems and elements comply with THE SCHOOL project requirements.

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C. Perform detailed technical and code reviews of all drawings.

D. At the completion of each Design Phase, attend and participate in a focused design review.

E. Advise THE SCHOOL of any defects, conflicts, ambiguities, discrepancies, or lack of clarity in contract documents, and/or the applicability of proprietary materials or processes.

F. Administer and maintain a design phase quality control software, such as Dr. Checks, in order to document, track, and manage all design comments/input to ensure they are resolved, responded to, and incorporated into the documents as required. Be responsible for entering all issues in the software at each Design Phase, ensuring the Architect/Engineer (A/E) team provides a sufficient response to each issue in the software, and back checking to ensure all relevant responses are included in the bid documents.

G. At the completion of each Design Phase, prepare for THE SCHOOL a detailed estimate of Construction Costs. Attend and participate in a reconciliation exercise at the end of each design phase to compare the CM estimate with that of the A/E, in order to validate both estimates and ensure that both CM and A/E cost estimates are based on the same scope and assumptions. Advise THE SCHOOL and the A/E if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action. Provide timely advice to THE SCHOOL on cost reducing alternatives which can be employed without impairing the overall quality level of the projects, and participate in all cost reduction work sessions conducted by THE SCHOOL.

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H. Develop a quality control program to be incorporated into the project specifications.

I. Assist in preparing documents for Use Permit and Building Permit submission and in obtaining Use Permit and Building Permit approval from the Albany City.

J. Participate in outreach efforts as necessary in order to communicate project issues with school staff, county staff, and/or the general public.

D. BIDDING AND CONTRACT NEGOTIATION PHASE:

A. Assist with bidding and contracting phase of work, including advising as to bid packaging, assisting with obtaining broad interest from eligible contractor community, and assisting in ensuring a competitive bidding climate.

B. Conduct a pre-bid conference to familiarize Bidders with the Bid Documents and Management Techniques. Assist the A/E and THE SCHOOL with the receipt of questions from Bidders and with the issuance of Addenda.

C. Participate in evaluation of bids for responsiveness and responsibility once bids are received. Create a bid tab form in order to document, compare, and evaluate bidder information.

D. If negotiations with apparent low bidder occur, assist in preparing negotiating positions on behalf of THE SCHOOL staff.

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E. CONSTRUCTION PHASE:

A. Provide one or more on-site manager(s), with administrative staff to assist where needed, to provide contract administration as an agent and representative of the THE SCHOOL, and to implement coordination between THE SCHOOL, A/E, and Contractors. The construction contract will be administered as provided in the General Conditions of the contract for construction.

B. Use THE SCHOOL' Contract Management software, in conjunction with the A/E and contractor, for managing and archiving of all correspondence and documentation during construction.

C. Conduct weekly construction progress meeting to discuss such matters as procedures, progress, problems, and scheduling. Prepare and promptly distribute minutes of these meetings.

D. Retain the professional services of a material testing laboratory sub-consultant to monitor construction contractor compliance with the Contract Documents and in accordance with Albany City Special Structural Inspections (SSI) requirements.

E. Determine in general that the work of the construction contractor and subcontractors is being performed in accordance with the requirement of the contract documents. Endeavor to protect THE SCHOOL against defects and deficiencies in the work. As appropriate, make written recommendations to THE SCHOOL regarding special inspection or testing of work not in accordance with the provisions of the contract documents. Propose, implement, and administer quality control software, such as BIM 360, to document, track, and ensure resolution of deficiencies in the work.

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F. Record the daily progress of the Project which contains a record of weather, construction contractors' work on the site, approximate numbers of workers, work accomplished, problems encountered and other similar relevant data.

G. Maintain at the project site, on a continual and current basis: a record copy of all drawings, specifications, addenda, change orders, shop drawings, samples, submittal and other relevant documents in good order.

H. Consult with the A/E and THE SCHOOL if any construction contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in the resolution to questions which may arise.

I. Review the safety program developed by the construction contractors as required by the contract documents and coordinate the safety program for the project without assuming responsibility for the construction contractor's implementation of site safety activities or for the adequacy or enforcement of the construction contractor's safety program.

J. Review change orders and assist THE SCHOOL and the A/E in the evaluation of change orders and claims. Endeavor to assist and protect THE SCHOOL in the avoidance of Contract Claims.

K. Following the Architect's issuance of a Certificate of Substantial Completion for the Project or designated portion thereof, evaluate the completion of the work of the construction contractors and making written findings, determinations, and recommendations to THE SCHOOL.

L. With the A/E and THE SCHOOL' maintenance personnel, observe and document the construction contractors' checkout of utilities, operational systems and equipment for readiness and assist with their initial start-up, testing, and commissioning.

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M. Where more than one prime contractor contracts directly with THE SCHOOL on a given project, the CM will be responsible for coordination of work, phasing plans, and completeness of packaging among and between the separate prime contractors.

N. Arrange for the delivery, storage, protection, and security for THE SCHOOL furnished materials and equipment.

O. Submit a monthly report on the status of the project.

P. Monitor the construction contractor's construction schedule and advise THE SCHOOL of problems arising in the implementation of that schedule.

Q. Assist THE SCHOOL in the review and approval of the construction contractors' application for payment.

R. An onsite Construction Management team member shall obtain and maintain for the duration of the project(s) the New York Department of Environmental Quality (NYDEQ) Erosion and Sediment Control (ES&C) and new Storm Water Management (SWM) inspector certification and oversee the contractor's inspections, site prevention preparations, and records and reports in their compliance with Albany City storm water management requirements.

S. With the A/E and school staff, Albany City, and community meetings and outreach efforts as necessary. Specific number of such events will be defined per each project task and the associated hours for this effort shall be added to the total construction management proposed cost fee.

T. Assist with implementing THE SCHOOL' Extended Transition to Operations Protocol (eTOP) into the bid documents. Input all required

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Operations & Maintenance (O&M) information from contractor submittals into THE SCHOOL' Maintenance software.

F. POST CONSTRUCTION PHASE:

A. The Post Construction phase services consists of all tasks and work done on the project after Substantial Completion and up to Final Completion, and necessary to obtain: completion of outstanding punch list and deficiency items, turnover of all attic stock and spare parts, settlement of all outstanding change orders, receipt of all approved post construction submittals such as as-builts, warranties, and O&Ms, completion of required training, completion of all final testing and inspections and associated reports, and receipt of all Certificate of Occupancies.

B. The Post Construction Phase services fee shall not be paid until Final Completion has been achieved and accepted by THE SCHOOL.

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Appendix III:

- **Insurance Requirements**

The Contractor shall provide Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents.

All required insurance coverage's must be acquired from insurers authorized to do business in the State of New York. The minimum insurance coverage shall be:

a. Workers Compensation – New York Statutory Workers Compensation (W/C) coverage including New York benefits and employers liability with limits of \$100,000/100,000/500,000.

b. Professional and/or/Miscellaneous Errors and Omissions - The Contractor shall carry Professional/and/or/Miscellaneous Errors and Omissions insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount shown in the Insurance Checklist.

c. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability,

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Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract

d. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).

e. Albany Leadership Charter School for Girls, its officers, elected and appointed officials, employees and agents, are to be named as additional insureds under all coverages except Workers' Compensation, Errors and Omissions, and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects THE SCHOOL, its officers, elected and appointed officials, agents and employees.

f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Business Administrator, Albany Leadership." If there is a material change or reduction in coverage the Contractor shall notify the Business Administrator immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and THE SCHOOL notified of the replacement, in such a manner that there is no THE SCHOOL in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

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h. Contract Identification - The insurance certificate shall state this Contract's number and title. i. Intellectual Property Infringement Insurance. The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. THE SCHOOL reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, THE SCHOOL may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for THE SCHOOL. The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to THE SCHOOL immediately upon request by THE SCHOOL. No acceptance or approval of any insurance by THE SCHOOL shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents. The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work. The Contractor shall be as fully responsible to THE SCHOOL for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

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