Request for Proposal

Construction Manager:

Adaptive Reuse and Partial Rehabilitation of Robinson Green (Phase II), Westby Hall Façade, and Meditation Walk New Construction & Concrete

RFP 18-62

Modified: March 22, 2018

- Corrected due date error on page 2

Prepared by:
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Office of Contracting & Procurement
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Administrative Information

All questions must be submitted via email, with the bid title subject heading:

“RFP 18-62 Construction Manager: Adaptive Reuse and Partial Rehabilitation of Robinson Green etc.”

_questions or inquiries regarding bidding information should be sent to: bids@rowan.edu. All questions submitted will be answered on the Office of Contracting & Procurement website, on the date indicated below in the Schedule of Events Timetable.

Questions regarding opening any documents or accessing items on the website should be sent to:

Robert Yufer
Office of Contracting & Procurement
E-mail: yufer@rowan.edu

Schedule of RFP Events

Due Date:

Bids must be received no later than February 21 March 30, 2018 at 10:00 4:00 p.m. - Please refer to the Submissions Requirements section of this document for details.

Invitation for Bid Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Invitation for Bid</td>
<td>March 9, 2018</td>
</tr>
<tr>
<td>Site Visit (see information below)</td>
<td>March 14, 2018 at 9:00 a.m.</td>
</tr>
<tr>
<td>Questions Due</td>
<td>March 16, 2018</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>March 20, 2018</td>
</tr>
<tr>
<td>Bids Due (see information below)</td>
<td>March 30, 2018 by 4:00 p.m.</td>
</tr>
</tbody>
</table>

Attending the Site Visit is not mandatory; however, vendors are encouraged to be present. The selected vendor shall assume sole responsibility for the complete effort as required for this project. Room 325The Site Visit will be held in Room 325 (Third Floor) of Shepene Hall, 40 Academy Street N., Glassboro, NJ 08028 (parking is in the rear of the building on State Street).

For the Bid Opening, interested parties can meet at the Office of Contracting & Procurement, located on the Glassboro, NJ Campus, in Bunce Hall Suite 208.

In order to be considered for the award, all information must be received by the required date and time. Any bid not received on time may be rejected.
## Required Procurement Documents

The documents below are Procurement documents mandated by State regulation and University policy. All documents as listed must be included with your submission package in order for your proposal to be deemed responsible for this offering.

<table>
<thead>
<tr>
<th>Required Procurement Documents</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1 Proposal Page (page 18 of this RFP)</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>2 Contractor Certification and Disclosure of Political Contributions Public Law 2005</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>3 Non-Collusion Affidavit</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>4 New Jersey Business Registration Certificate</td>
<td>Must be registered with the State at the time of bid opening or submission will be rejected</td>
</tr>
<tr>
<td>Vendors can check the status of their BRC <a href="#">here</a>.</td>
<td></td>
</tr>
<tr>
<td>5 Taxpayer Identification Request (W-9 Form)</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>6 Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>7 EEO/AA Evidence Disclosure</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>8 Disclosure of Investment Activities in Iran Form</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>9 MacBride Principals Form</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>10 New Jersey Policy Prohibiting Discrimination in the Workplace &amp; Model Procedures for Internal Complaints Alleging Discrimination in the Workplace, and Acknowledgement of Receipt</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>- <strong>Policy</strong>: Do not return with package</td>
<td>(The Policy and Model Procedures should be viewed, but do not need to be returned)</td>
</tr>
<tr>
<td>- <strong>Model Procedures</strong>: Do not return with package</td>
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</table>

**Notes:** All documents listed are required whether the proposer is a New Jersey entity or not.

Please Direct any questions you have on the above information to the assigned Buyer for this project.
Project Overview

Rowan University invites proposals from qualified Firms to provide construction management services for the adaptive reuse and partial rehabilitation of Westby Hall Plaza, Robinson Green (Phase II); and construction of Storm Water Management (Phase II) at the main campus in Glassboro, New Jersey.

I. BACKGROUND

Rowan University has evolved from its humble beginning in 1923 as a school with a mission to train teachers for South Jersey classrooms, to a comprehensive public research university with a strong regional presence and reputation. The university’s main campus is now spread over approximately 225 acres, bifurcated by Rt. 322 in Glassboro New Jersey. The two sides of the campus are referred to as the South and North Campus and are 70 and 155 acres respectively. For the most part, the North campus is the hub for academic and the South for administrative functions.

Today, Rowan's over 16,000 students can select from bachelors, Masters and doctoral degree programs in colleges and schools across four campuses. The University is one of only 56 institutions in the country with accredited programs in business, education, engineering and medicine.

Sporadic changes in needs over time has resulted in the allocation and reallocation of space with several academic and administrative departments being separated and dispersed across the campus in various buildings with variable degrees of suitability for the functions being housed. In many cases, campus facilities are not being utilized effectively and efficiently, creating barriers to maximizing the quality, affordability, and availability of educational opportunities.

The Rowan campus will experience significant growth in the foreseeable future. The projected growth has resulted in a need for additional space and increased efficiency for the use of existing space on campus. The expansion and addition of various academic and research programs and associated support departments has exerted pressure for the organization of academic and administrative space across the campus.

Additional plans and campus background information may be found on the Facilities Web Site.

II. PROJECT GOALS

A. The project’s goal is to modify the current configuration of the landscape by developing rain gardens, removing invasive plants and restoring critical planting areas to provide a pleasant visual appearance of the campus. To improve student connectivity by providing performance spaces, assembly and seating areas, encourage student gatherings and outdoor events. To promote student movement for fostering a sense of identity on the campus.

B. All construction work is required to be completed between the dates of May 14, 2018 and August 31, 2018.

III. PROJECT DESCRIPTION

A. Robinson Green, Phase II: The Robinson Green project will extend the landscape from its current location (Robinson Green Hall) to the Wilson Hall Courtyard. This project will transform current space into an amphitheater and student seating area (see Exhibit 1). The design that is currently ongoing is projected to complete by early April, 2018. The CM services for this project will begin at 100% design documents review, and continue through contractor procurement, permits, construction and close-out. (Refer to Exhibit 4 for schedule information).
B. **Westby Façade & Patio Renovation:** The façade renovation at Westby primarily consists of storefront replacement on two levels of the East Façade. This also includes, but is not limited to, replacement of flashings, removal and replacement of selective stucco. There is also interior work that comes with this. That includes the removal and reinstallation of interior window blinds, interior window stools, interior wall demolition and replacement. The existing storefront system is an interior glazed system. Any caulking that is found to contain asbestos will be removed by the University (see Exhibit 3A). Westby Patio Renovation involves the design and construction of the current Patio Area on the west side of the building, (see Exhibit 3B). It is assumed that the CM services required on this portion will begin at 100% design documents review, and continue through contractor procurement, permits, construction and close-out. For more details on this, see RFP 18-55 on the Procurement website as a reference for the Architectural Services required. (Refer to Exhibit 4 for schedule information). Note: The Architectural Services are a separate RFP and not to be included in this request.

C. **Meditation Walk New Construction & Concrete Rehabilitation:** The Meditation Walk project, besides delivering a pleasant visual effect for Rowan University, will serve as a major amenity for the campus. This project is a continuation of the Rowan University’s Storm Water and Landscape Master Plan implementation (see Exhibit 2). The Meditation Walk New Construction & Concrete Rehabilitation Project consists of two phases. Phase 1 of this project involves the construction of an amphitheater and student seating area near the west side of the Savitz Building. The design documents for Phase 1 are complete and the process for procuring the general contractor is currently underway. Phase 2 of the Meditation Walk project consists of removal of the previously installed cracked concrete panels (located between the Business Building and the Campbell Library Building), and replacing with new ones. In this regard, Rowan is in the process of negotiating terms of the construction contract with the general contractors responsible for the deficient work. The CM services will begin at 100% design documents review, and continue through contractor procurement, permits, construction and close-out (Refer to Exhibit 4 for schedule information).

D. **Rowan Woods Restoration & Deforestation:** Rowan Woods is located adjacent to Rowan Hall and the project consists of a the construction of a small landscape, garden and seating area as a component to the continuation of the Rowan University’s Storm Water and Landscape Master Plan implementation (see Exhibit 5). The budget for the project is $350,000. CM services will begin at 100% design documents review, and continue through contractor procurement, permits, construction and closeout. Construction will begin on or about May 21, 2018 with a project completion date of September 1, 2018.

IV. **SCOPE OF SERVICES**

A. The Construction Manager will report to the University Project Manager who has overall responsibility for coordinating the design and construction effort and those of team members assigned to the project. The selected Construction Management Consultant, in collaboration with the Project Architect and the University Project Manager, will provide construction management services starting with the applicable stage of the design documents and continues through contractor procurement, permits, construction and close-out.

B. **Design Phase:**

1. The Project Architect along with the University Project Manager has primary responsibility for ensuring that the project is designed in accordance with the University’s approved scope of work.

2. The Construction Manager will prepare an independent project cost estimate of 60% and 90% construction documents. The Construction Manager’s project cost estimate is required to provide a breakdown of construction costs, soft costs, DCA plan review, permitting fees and FF&E costs. Additionally, the Construction Manager will assist the University in identifying project cost trends. The Construction Manager will advise the University regarding value engineering and life cycle cost evaluations of alternate materials and systems.
3. Should the University elect to pre-purchase construction materials prior to putting the project out for bid, the Construction Manager will assist the University with the pre-purchasing, delivery, and cost tracking of long lead materials.

4. The Construction Manager will perform a constructability and quality assurance review of the plans and specifications at the completion of construction documents phase. The Construction Manager will advise the University regarding suitability of the systems and materials selected, relative costs of substitute materials, availability of labor, time requirements for procurement and installation; and make recommendations to the University for economies as appropriate.

5. The Construction Manager will make safety assessments and provide recommendations to the University regarding safety and efficiency of the design documents relating to construction. The Construction Manager will make recommendation regarding impact of construction activity on the campus and surrounding areas caused as result of traffic, parking, large deliveries (such as steel and concrete), small-truck deliveries, and use of University facilities by workers.

6. The Construction Manager will provide assistance and make recommendations to the University for obtaining necessary specialty professional services when needed.

7. The Construction Manager will attend the design progress meetings in coordination with the Architect, Project Estimator, University Project Manager and other key members of the project team. The Construction Manager will prepare and distribute minutes of meetings to all involved parties. The minutes will include and not be limited to: items discussed in prior meetings, issue resolution information, two week look ahead schedule, and its relation to overall project schedule.

8. The University will be responsible for the development of the Division 0 Bidding Forms and Requirements, and the Division 1 Administrative Front End Specifications. The Construction Manager will be responsible for reviewing the Front End Specifications, and provide the University with recommendations to make the Front End Specifications project specific.

C. Bid Assistance / Permitting Phase:

1. The Project Architect will be responsible for providing copies of Plan Review Documents for submission to the DCA. The University will be responsible for the filing of the Plan Review Application and payment of the Plan Review Fees to the DCA. The Construction Manager will be responsible for tracking the plan review process on the Project Schedule.

2. The Construction Manager will be responsible for ensuring timely completion and submission of Contractor permit applications to the DCA.

3. The University Project Manager will chair the Pre-bid Meeting. The Construction Manager (along with the Project Architect) is required to attend the Pre-bid Meeting. The Construction Manager is responsible for presenting information relating to overall project schedule, phasing, and other pertinent information to the bidders.

4. The Construction Manager will review qualifications of bidders, generate interest amongst potential bidders and advise the University on feedback from potential bidders.

5. The University Project Manager will chair the Bid Opening. The Construction Manager will assist in the review and evaluation of the bids and make recommendations regarding award of contract to the lowest responsible bidder.

6. Assist in answering pre-bid questions.

D. Construction and Close-Out Phase:

1. The Construction Manager will ensure that the Contractor has provided all necessary documentation to the University for issuance of the Construction Notice to Proceed. The Construction Manager will ensure that all relevant documentation including the executed contract, affidavits of insurance, bond information, etc. is submitted by the Contractor and is on file prior to start of the work.
2. The Construction Manager in conjunction with the Architect and the University Project Manager will perform review of the Contractor’s initial schedule of values and preliminary construction baseline schedule to ensure conformance with the contract documents and issue comments to the Contractor for correction and resubmission for approval.

3. The Construction Manager will collaborate with the University on strategizing the work space options and developing an efficient construction phasing plan to ensure completion of the project within the stated time and budget.

4. The Construction Manager will review the Contractor’s mobilization plan and perform comprehensive analysis of phasing, temporary facilities, roadways, walkways, signage, fencing, and lighting, etc.

5. The Construction Manager will assist the University Project Manager in supervising and coordinating the Contractor’s work. The Construction Manager will ensure that contract work is performed in accordance with the contract documents, approved baseline schedule, safety program, minority participation requirements, state regulations and codes.

6. The Construction Manager will provide timely notification to all related University personnel regarding construction activities to ensure minimal disruption to student, faculty and staff activities.

7. The Construction Manager will monitor the installation and maintenance of Contractor’s safety signage protection, ensure complete avoidance of disruption to on-going classes and / or other University activities due to phasing, noise, dirt, debris, or any other construction related task.

8. The Construction Manager will provide on-site construction supervision, and prepare daily construction logs indicating work completed, resources on-site, field issues, quality control monitoring information and trades coordination.

9. The Construction Manager will attend the pre-construction, pre-installation and construction bi-weekly project progress meetings with the Architect, Architect’s sub-consultants, and the University Project Manager. Items to be discussed in the meetings include but are not limited to the following:
   a. Review of a 2-week look back and ahead schedule and its relation to the overall project schedule
   b. Safety performance
   c. Schedule of deliveries
   d. Outstanding RFI’s and submittals
   e. Action By and Status Items
   f. Progress payments including pencil copy review
   g. Open, pending and executed change orders
   h. Status of Special Inspections and DCA Inspections
   i. Minority/SBE participation and performance
   j. Coordination of Owner furnished and / or installed items

10. The Construction Manager will be responsible for writing and distributing meeting minutes to all attendees.

11. The Construction Manager will participate in walk-through and field observations by the Architect.

12. The Construction Manager will provide monthly progress reports to the University Project Manager, which include the daily construction log, progress photos, monthly cash flow analysis, comparison of actual progress vs. the approved baseline schedule, RFI Log, Submittal Log, Change Order Log, etc.

13. The Construction Manager will manage the submittal and RFI process for timely receipt of deliverables and identify long lead materials and/or equipment in the log; and notify the University Project Manager in the event of delays to critical items.

14. The CM will be responsible for circulation of all submittals and RFIs to the Architect, Owner and Contractor.

15. The Construction Manager will track contractor payment applications, review pencil copies with the Architect to determine percent completion of items. The Construction Manager and the Architect will sign-off the final Contractor payment application to allow processing by the University.
16. The Construction Manager will review Contractor change order proposals for validity. Provide recommendations to the University Project Manager, maintain the change order log and track the total change order cost against the Project Budget.

17. The Construction Manager will monitor and document Contractors’ performance in obtaining minority and SBE participation, minority/small business Enterprise participation. The Construction Manager will obtain all required State of New Jersey Affirmative Action and Prevailing Wage documentation.

18. The Construction Manager will advise/assist the University in the development and implementation of Quality Control Plan to ensure performance of work in accordance with the contract requirements. The Construction Manager will notify the Contractor of deficiencies in work quality and direct the Contractor regarding corrective action to remedy the deficiencies. The Construction Manager will maintain an update log of all quality assurance deficiencies and the corrective actions taken by the Contractor for closure.

19. The Construction Manager will assist the Architect in the issuance of certificate of substantial completion. Assist the Architect in developing punch list items and direct the Contractor to provide respective completion schedule.

20. The Construction Manager will assist the University with FF&E Procurement, locksmith, and/or other University vendors to ensure proper coordination between the vendors and the Contractor.

21. The Construction Manager will monitor the progress of inspections and subsequent issuance of the Certificate of Completion to the Contractor. The Construction Manager will report to the University Project Manager of any potential issues leading up to inspections, approvals, and issuance of the Certificate of Completion.

22. The Construction Manager will coordinate all training sessions between the Contractor and the University. The Construction Manager will be responsible for ensuring and documenting that training sessions are completed and documents turned over to the University.

23. The Construction Manager will review the completeness of the Contractor’s closeout documents and ensure delivery of hard and electronic copies to the University.

24. The Construction Manager will be responsible for scheduling an 11-month post-completion meeting with the Contractor, the Architect, and the University Project Manager. The Construction Manager will chair the meeting and assist the University in closure of open warranty items prior to the expiration of the warranties.

25. The Construction Manager will be responsible for maintaining project specific financial and cost accounting records.

26. The Construction Manager services and obligations under this scope of work shall be considered completed once the end users have occupied the area, are using it for its intended use, all project documentation has been accounted for, received, approved and transmitted to the University and closed out to the satisfaction of the University.
V. **SUPPORTING INFORMATION**
   A. **Budget:** The total construction project budget is $3.5M. The selected firm shall provide a breakdown of the construction budget and routinely update and validate the budget for the project. The construction budget includes all hard cost including construction contingency.
   B. **Schedule:** Please refer to Exhibit 5, which is a DRAFT schedule that outlines Rowan’s thoughts on the project logic flow (critical path) for Project.

   **NOTES:**
   - Rowan will rely on the expertise of the successful respondent to independently propose schedule modifications or adjustments to enhance the efficiency of the project approach and to ensure a successful and timely project delivery.
   - The goal is to have each space vacant to avoid renovating in occupied spaces, however conversely there is a sensitivity relating to timeliness of delivery for all spaces. The DRAFT schedule attempts to represent this overall sensitivity and should only be used as a guidance document.

VI. **PRICING**
   A. Cost proposal for the services described herein shall be based on a Lump Sum Fixed Fee.
   B. Pricing must be all-inclusive, e.g. overhead, profit, insurance, etc. All services and labor must be represented on the Proposal Page of this RFP.
   C. No proposal may be withdrawn for ninety (90) days.
   D. Use the format provided on the Proposal Page of this RFP.
   E. Refer to the Proposal Page for additional information.

VII. **TERM OF CONTRACT**
   A. Contract will be for the amount of time necessary to complete all the requirements of this RFP as determined by the documents and contract provided by the Rowan University Facilities Planning & Construction Department.
   B. The University reserves the right to terminate the awarded contractor’s services for cause or convenience at any time during the term of the contract.
   C. In the event that the University terminates services, written notice will be provided thirty (30) days in advance of termination date.

VIII. **PROCEDURAL REQUIREMENTS & AMENDMENTS**
   A. The awarded vendor will comply with all procedural instructions that may be issued from time to time by the Contracting Officer of the University or her designee.
   B. During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor receives written approval from the Contracting Officer or her respective designee.
   C. Vendors must supply Rowan University with all applicable warranty information, whether expressed or implied.
   D. Should the awarded vendor find, at any time, that existing conditions make modification in requirements desirable, it shall promptly report such matters to the Contracting Officer or designee of the University for consideration and decision.
   E. During the period of contract or any extension thereof, the University reserves the right to add or delete specific services.
   F. Rowan University may make changes in the general scope of the contract services provided by the vendor by written notice. The vendor shall promptly comply with the notice and shall bring all subsequent services in conformance with the notice.
G. If any such changes causes a material increase or decrease in the vendor’s cost of operation or the time required for attainment of required service level agreements specifying time parameters for response time, system upgrades and troubleshooting, along with service level commitments, an equitable adjustment in the contract cost or time allotted for fulfillment of the contract shall be negotiated and the contract modified accordingly. Any change, alteration or modification of any contract will be valid and binding only if a submittal of a proposal, vendor hereby agrees to negotiate on good faith.

H. The awarded vendor’s engagement partner and/or manager might be required to meet periodically with the Contracting officer or her representatives to discuss services.

IX. INSURANCE REQUIREMENTS

A. Vendor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M. Best Rating of “A” or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Rowan University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.

B. Vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Rowan University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor’s insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per Section IX. Indemnity.

C. Insurance Required:

1. Workers’ Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employees of Vendor who will be engaged in the performance of work under this contract.

2. Employers’ Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence; one million dollars ($1,000,000) disease, each employee; and one million dollars ($1,000,000) disease, aggregate limit.

3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage:
   - Per occurrence: $1,000,000
   - Products/completed operations aggregate: $3,000,000
   - Personal and advertising injury: $1,000,000
   - General aggregate: $3,000,000

4. A “per location or Project endorsement” shall be included so that the general aggregate limit applies separately to the Rowan location or Project.

5. Comprehensive Automobile Liability insurance written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

6. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer’s liability insurance in minimum amounts of one million dollars ($1,000,000) per occurrence, one million dollars ($1,000,000) general aggregate, and one million dollars ($1,000,000) products/completed operations.
7. Pollution Legal Liability insurance policy, if applicable to the services performed under this contract, in minimum amounts of two million dollars ($2,000,000) per occurrence. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Vendor’s services under this contract, but are not discovered until after completion of services under this contract.

8. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of five million dollars ($5,000,000) per claim. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.

D. The General Liability and Automobile Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.

E. Vendor shall bear all costs of all policy deductibles.

F. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance. This will expedite the contract award process for the awarded vendor.

G. Within ten (10) days after receipt of notice of intent to award contract, and if applicable, annually thereafter until contract termination, Vendor will furnish Rowan University with Certificates of Insurance evidencing all required insurance.
   1. Certificates must evidence the Additional Insured language.
   2. Certificates will be submitted to the Senior Director of Contracting and Procurement, Rowan University, 201 Mullica Hill Road, Glassboro, NJ 08028.

H. The awarded vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. The successful proposer agrees to defend, indemnify, and hold harmless Rowan University and its officers, agents, staff members and employees, from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against the University, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under this RFP by the proposer, their employees or anyone acting on the proposer’s behalf.

I. Rowan University, as a State funded University, will not indemnify vendors in any form.

X. COMPLIANCE LAWS

A. The vendor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder. Including, but not limited to:
   1. Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
   2. If awarded a contract, winning vendor will be required to comply with the requirements of N.J.S.A. 10-5-31 et seq. and N.J.A.C. 17:27.
   3. Rowan University is committed to affirmative action and equal opportunity in all areas of operation. Those submitting proposals must certify that their vendor has an updated affirmative action/equal opportunity program.

B. All vendors submitting proposals must not be barred or otherwise suspended from doing business with government entities as evidenced by the System for Award Management (SAM) database.

C. All vendors shall be able to comply with the requirements of Public law 2005, Chapter 51, N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008).
XI. **REPRESENTATIONS & WARRANTIES**

In submitting a proposal for this offering, the vendor expressly warrants that:

A. The vendor has legal capacity to execute and perform any Agreement arising from this RFP.

B. Any Agreement arising from the award of this RFP is a valid and binding Agreement, enforceable against the vendor according to its terms.

C. The execution and performance of an Agreement by the vendor does not and will not violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.

D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.

E. The vendor knows of no reason, or is any way physically, legally, or otherwise precluded from performing the obligations under an Agreement arising from this RFP, in accordance with its terms; including without limitation those relating to health and safety.

F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.

G. The proposer warrants and represents that the items, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

XII. **INDEMNITY**

A. The awarded vendor agrees to indemnify, protect, save harmless, and defend Rowan University, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees or servants.

B. Vendor shall reimburse, and make good to the University all monies, which the University or its representatives shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.

C. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

XIII. **DEFAULT**

In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, Rowan University, after due oral or written notice, may procure substitute goods or service from other sources and hold the contractor(s) responsible for any resulting purchasing and administrative costs. This remedy shall be in addition to any other solution, which Rowan University may have.

XIV. **VENDOR PERSONNEL**

A. While on University property:
   1. All personnel shall observe all rules and regulations in effect at Rowan University governing safety and personal conduct.
   2. Vendor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University.

B. Vendor personnel shall not represent themselves or be considered as employees of Rowan University or the State of New Jersey.
C. **CRIMINAL BACKGROUND CHECKS ARE MANDATORY** for all non-university personnel performing work on the Rowan University Campus. Vendors, consultants, contractors and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract.

D. The bidder shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.

E. The Vendor shall remove from the Rowan University work place, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.

F. At all times, vendor personnel shall be in professional attire with clear identification of the company’s name, logo, and person’s name.

G. All vendor motorized vehicles shall be identified with the company’s name and/or logo in clear view.

**XV. SALE OR BANKRUPTCY OF BUSINESS**

A. If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser.

B. In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, Rowan University shall have, in addition to the rights previously stated, the right to cancel this agreement forthwith.

**XVI. GENERAL**

A. Rowan University may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted on The Office of Contracting & Procurement website. It will be the responsibility of the prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Bidders shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this project.

C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture’s proposal.

D. The vendor(s) shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of work.

E. Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan. In addition, Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

F. **Patents**: The Suppliers shall hold and save the University, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the University’s requirements.

G. Any modification(s) to the bid documents prior to award may invalidate the entire submission.

H. **Submission as Public Information and Property of Rowan**
1. The information in each submission may be subject to public disclosure pursuant to State and Federal law.
2. All submissions will become the property of Rowan. Submitted packages will not be returned to respondents.
3. Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-proprietary information.
4. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.
   I. In submitting a bid, the Vendor agrees, unless specifically authorized in writing by an authorized representative of Rowan University on a case by case basis, that it shall have no right to use, and shall not use, the name of Rowan University, its officials or employees, or the Seal of the University:
      1. In any advertising, publicity, promotion;
      2. To express or imply any endorsement of agency’s services;
      3. To use the name of the State, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.
   J. The preparation of a bid shall be at the expense of the respondent. Rowan University will not reimburse firms for any costs associated with the preparation or submittal of a response.
   K. By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.
   L. Submissions which, in the sole judgment of Rowan, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.
   M. Rowan University will not accept jurisdiction in any State except New Jersey.
   N. The vendor shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.
   O. Rowan University reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the University to do so.
   P. Unless specifically noted within this RFP, Rowan’s Standard Terms and Conditions take precedence over any special terms and conditions contained in this RFP.
   Q. This RFP is not binding on the University.
   R. No party, including any respondent to this RFP, is granted any rights hereunder.
   S. Rowan University does not allow payment of attorney fees for litigation regardless of disposition of matter.
   T. The proposal submitted by the vendor shall be binding on the vendor.
   U. Bidders assume sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder’s failure to be knowledgeable of all the requirements of this RFP. By submitting a bid in response to this offering, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.
   V. Rowan University has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Senior Director of Contracting and Procurement (Senior Director) shall provide advanced, written notice to the vendor.
   W. Upon receipt of such written notice, the vendor will submit, within five (5) working days to the Senior Director of Contracting & Procurement, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.
X. The Senior Director may, for valid reason, issue a stop order directing the vendor to suspend work under the contract for a specific time. The vendor shall be paid until the effective date of the stop order. The vendor shall resume work upon the date specified in the stop order or upon such other date as the Senior Director may thereafter direct in writing. The period of suspension shall be deemed added to the vendor’s approved schedule of performance. The Senior Director and the vendor shall negotiate an equitable adjustment, if any, to the contract price.

Y. Rowan University reserves the right to cancel this contract with thirty (30) days written notice to the consultant(s) with or without cause.

Z. Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by the Procurement Department in writing not less than ten (10) working days before the closing date for receipt of proposals.

AA. The vendor will be responsible for any additional costs incurred by the University in utilizing any replacement firm because of the Vendor’s failure to perform under the resulting contract.

XVII. SUBMISSION REQUIREMENTS

A. In order to be considered, vendors must submit a complete response to this RFP.

B. Submissions should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information.
   1. Every effort should be made to avoid duplicating the information presented in the submission.
   2. Each team’s RFP must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below.
   3. Submissions in any other format will be considered informal and may be rejected.
   4. Conditional submissions will not be considered.

C. Submission Format:
   1. Table of Contents
   2. Cover Letter
      a. Submittal responses must have a cover letter on a letterhead signed in ink by all persons required under the applicable organizational documents in order to bind the Proposer on the submittal response. At minimum it should include:
         • Identification of the prime consultant and the team members.
         • A high level summary of your team’s relevant qualifications.
         • Acknowledgement that you have reviewed any addenda issued to the RFP, as posted on the University’s website.
         • The name and contact information of the individual in your firm that the University should contact
   3. Proposed Project Team
      a. Describe the organization of your proposed team. Indicate the composition and number of staff, facilities available and experience of your firm/team, sub consultants etc.
      b. In no more than 200 words, explain why your organization is uniquely qualified to provide professional services for Rowan University. Include any other information, which you feel would be helpful in the selection of your firm on for this project.
   4. Relevant Project Experience
      a. Provide three (3) examples of related projects, preferably of similar scope and size that would best assist in assessing if your firm/team is the most suitable to provide CM services for this project.
      b. Indicate if services provided were as the prime consultant or sub consultant. If as a sub consultant, please identify the Prime consultants and project team information.
5. **Management & Staffing Approach**
   a. Explain the strategy and goals your group plans to utilize in the management of this Project in conjunction with the Staffing and Fee Schedule.

6. **Overall Fees**
   a. Complete the Staffing & Fee Schedule – See the Proposal Page of this RFP for details.

7. **Appendices**
   a. Resumes, references, qualifications appropriate certification and licenses for all key team members (prime consultant and sub-consultants).
   b. Indicate which team members who would be responsible for review and submission of permits. Provide names of those team members which have specific knowledge of and experience with the approval and permit processes of the State of New Jersey Department of Community Affairs, Department of Environmental Protection and other applicable area regulatory agencies, and with the administrative review processes and requirements with other applicable NJ State public agencies.
   c. Provide hourly fees for key members principal, associate, project manager, administrative etc.
   d. Proof of all discipline required certifications and licensing.

8. **Required Procurement Documents**: Proposals should include all information requested on the Required Procurement Documents page of this RFP.
Evaluation and Selection Criteria

Selection of the awarded vendor(s) shall be based solely on the Review Committee’s evaluation of the submissions and the criteria set forth above. Rowan reserves the right to interview the respondents. Rowan also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan. In addition, Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer that is determined to be the most advantageous to the University.

By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

Requests for Clarification by the University: The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within two (2) business days of receipt of any request for clarification by the University.

The award of this RFP will be based upon a review and analysis of all proposals to determine which proposal/proposals best meet the University’s needs. The contract award will be based on a points-earned matrix derived from a service and financial evaluation:

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<thead>
<tr>
<th>Scoring Category</th>
<th>Points</th>
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<tr>
<td>Proposed Project Team</td>
<td>0 – 25</td>
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<tr>
<td>Relevant Project Experience</td>
<td>0 – 25</td>
</tr>
<tr>
<td>Management &amp; Staffing Approach</td>
<td>0 - 25</td>
</tr>
<tr>
<td>Overall Fees</td>
<td>0 - 25</td>
</tr>
</tbody>
</table>

Note:

- If a vendor submits a proposal that does not provide detailed and coherent information regarding a specific scoring category, the vendor will be granted zero (0) total points for that category.
- The University reserves the right to conduct reference checks.
NOTE: THE UNIVERSITY IS ONLY ACCEPTING ELECTRONIC BID SUBMISSIONS FOR THIS OFFERING. ELECTRONIC SUBMISSIONS WILL BE CONSIDERED AS ORIGINALS AND WILL BE UTILIZED AS THE OFFICIAL DOCUMENTATION FOR EVALUATION AND CONSIDERATION BY THE UNIVERSITY. EVERY REASONABLE EFFORT SHOULD BE MADE SO THEY ARE COHERENT AND EASILY VIEWABLE. ALL REQUIRED DOCUMENTS PERTAINING TO THIS OFFERING MUST BE INCLUDED IN THE ELECTRONIC SUBMISSION.

In order to be considered for the award, Vendor must proceed with one of the following submission options by the appropriate date and time:

Submission Option #1: Submit bid via email to bids@rowan.edu
- Enter the Bid Name and Company Name in the Subject Line (The University server can handle up to 50MB files at a time. If the bid file is larger than this, please send multiple emails with, Part I, Part II, etc.)
- **DO NOT PROVIDE LINKS OR ANY EXTERNAL LOCATIONS FOR FILES TO BE DOWNLOADED OR RETRIEVED. THE UNIVERSITY WILL REJECT ANY SUBMISSIONS SENT IN THIS MANNER.**

Submission Option #2: Mail an envelope to the office of Contracting & Procurement with a USB drive or CD enclosed containing the bid submission (Note: The University is not responsible for USB or CD drives that contain no information or fail upon use). This option is required if the bid file is too large to email.
- Clearly label submission packaging with the Bid Name and Company Name.
- **Contracting & Procurement address:**
  - Bunce Hall, Suite 208
  - Rowan University
  - 201 Mullica Hill Road
  - Glassboro, NJ 08028

Note: Submissions will be accepted based on the time they are received by the University, and not the time they are submitted. This will apply for both email and delivery of a USB/CD.

**ALL ELECTRONIC SUBMISSIONS, WHETHER EMAILED OR SENT ON A USB OR CD, MUST BE IN PDF FORMAT AND PREFERABLY AS A SINGLE FILE.**

Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of submissions, is at their risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely delivery to the Office of Contracting & Procurement. The University will not be responsible for submissions which do not meet the scheduled deadline.

**Evaluation and Selection Criteria:**

An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified. Submissions must include all information requested on the Required Procurement Documents page of this RFP.
The undersigned firm, in response to Rowan University’s RFP 18-62 Construction Manager for the Adaptive Reuse and Partial Rehabilitation of Robinson Green (Phase II), Westby Hall Plaza, Westby Patio Reconstruction and Meditation Walk New Construction & Concrete Rehabilitation, having carefully examined the RFP documents and being familiar with the requirements therein, hereby submits the following bid to provide such services and materials meeting the requirements outlined in this RFP. Complete this proposal page, providing totals for each line item, summing up the prime consultant’s and their full consultants’ fees and reimbursable expenses.

### Staffing & Fee Schedule

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<td>Billing Rate (b)</td>
<td>Cost (a X b)</td>
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<td>Billing Rate (b)</td>
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<tr>
<td>Total:</td>
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</table>
### Vendor Name

(Please Print Clearly)

### Bidder's Signature

### Print Name & Title

### Address

### Phone

### Email

Bidders must initial and date any and all changes to their bid amount. No corrections will be accepted without Bidder's initials and date next to any and all corrections.

### Primary Contact for Project

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
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### Location of Office Serving This Project:

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Page 20 of 25
Exhibit 1

Robinson Green, Phase II
Exhibit 2

Westby Façade
Exhibit 3

Storm Water Management – Phase II (Meditation Walk Concrete Rehabilitation & New Construction)
### Exhibit 4

**Draft Project Schedule**

<table>
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Exhibit 5

Rowan Woods