

A Timeline on Township Steps to design and implement a renovated Old Police Building

July 13, 2010: Manager at the end of Council meeting tells Council that “preliminary drawings on the Old Police Headquarters Building had been provided by Arcari-Iovino that are currently being reviewed” (quoted from Minutes)

August 2010 –January 2011 Manager and Iovino engage in extensive back and forth about specifics of drawings/design. (Information acquired from OPRA’s; unclear as to the Iovino-Township contractual arrangement for this work and Manager exchange)

January 25, 2011: Iovino makes a presentation of his proposed design (a design largely the same as the final) and discusses costs

February 4, 2011: Iovino submits to Township attorney first of **many 3**-page overview proposals – all with an attached completed proposed AIA form he says must be agreed prior to contract. No contract proposal is agreed until a version sent the morning of April 8, 2011 – and the AIA portion of the contract never sent to the Attorney for review as had been recommended on March 17, 2011.

February 8, 2011: Ordinance #4222 calls for \$3.5 approval million dollar including Introduced without discussion and passed – with others – unanimously. “Bond ordinance to authorize the renovation of the Old police headquarters building and appropriates \$3.5M to “pay the cost thereof” Section 1 of the Ordinance says: “said improvement shall include **all** work, materials, appurtenances and original furnishings and equipment necessary and suitable therefor. [emphasis added].

On the morning of 2/8 - before this Ordinance was introduced - Joseph Ax (Record) reported that the Manager assured that the money appropriated would very likely not all be needed – and the Mayor reiterated what he had said – and was to say repeatedly – that this appropriation represented no commitment to proceed if the price got too high.¹

February 22, 2011: The Council’s public hearing on Ordinance #4222 occurs and every member of the public who speaks, speaks against it. Council very briefly discusses it (a first step, “only conceptual”) and approves it 6-0 with an abstention. Again, same words about the scope and total \$

March 8, 2011: Public criticism of the ordinance in G&W leads to significant discussion of by Council and the Manager of the Ordinance. The Manager explains its meaning as follows: “Construction costs have been coming in very low and so it may be significantly lower than that. And when we talked about that number, that \$3.5 million, we were talking about everything. We were talking about furnishing the building as well, everything the building would need.” [no formal action]

April 12, 2011: Approval of the Iovino no-bid professional services contract for \$305K. Contract citing Engineer recommendation is approved without reference to the AIA document which the Arcari-Iovino firm had originally insisted was required [Township Engineer had requested attorney review/negotiation of the AIA document. Attorney says contract it was never sent to him. The Township provided under OPRA no written evidence that the Engineer ever recommended the Iovino proposal as is claimed on the resolution.

Summer/fall 2011: Iovino holds 5 public meetings only one Council person attends once; manager attended twice. Citizen comment all criticizes proposal.

¹ “Township Manager William Broughton said the \$3.5 million estimate is conservative and expressed optimism that continuing low construction costs and final design could lower the price significantly...Mayor Mohammed Hameeduddin said the bond ordinance would not obligate the council to spend money on the project if it decides the town can't afford it. "This is like buying the option on a property to develop it, depending on the zoning," he said. "If the zoning doesn't work out, you don't have to develop." Record, March 8, 2011

December 14, 2011: Township closes Votee Park and issues stop order on any activity related to OPB renovation citing of concern about high Votee remediation costs. Iovino had submitted/collects more than \$75 K accrued before the stoppage. Stoppage never formally rescinded.

July 23, 2012: Council approves without comment a “restated” Arcari-Iovino contract – again for \$305K – and this time with AIA contract completed and agreed. AIA provisions outlining steps to architect scope completion – but indicating that the design development work has been completed

August 14, 2012 Ordinance # 4270 to authorize acquisition of emergency generators (\$400K) is introduced without a word of discussion. (See minutes) The Ordinance does not specify either the number or location of the generators. It turns out that the specs for one on generators has been redefined – and the generator specified for the OPB (originally said in November 2012 to be legally required as separate) has been melded into the muni

September

November 29, 2012: Special Council meeting for Iovino presentation of design. Presentation outlines changes “suggested by Department heads” and specifically references : \$2.5M for construction including connector; \$500 for all other including cabling and furnishings – but bids have been achieving savings of up to 1/3 under projected costs – example, Tenaflly police building that the project will include a separate generator for the OPB and is connector as required by code. Indicates the “in house” total cost estimate at \$3.1M – presumably \$100 K higher than earlier. [No action taken at meeting]

January 8, 2013: Council approves without comment a resolution in consent agenda authorizing Iovino to begin advertisement for and initiation of bidding process on since Township Council wishes to proceed with the renovation and addition to the old police building as outlined to the Township Council on November 29, 2012“

June 2013: It turns out that the specs for one of generators has been redefined – and the generator specified for the OPB (originally said in November 2012 to be legally required as separate) has been melded into the muni one. The ordinance calls for an additional \$300K to cover generators. Bid announced next day; bid opened 11 days later – single bid (see discussion).

Very late June 2013: Architect Iovino alters the specs for the construction job. Bids opened and low bidder declared ineligible (see attorney letter)

June 26, 2013: “Clerk of the Works” appointed to oversee OPB renovation. Lowest of two submitted contracts to Dedicated Project Services for \$72K. No explanation of purpose in Council discussion as it was part of the unanimously approved consent agenda.

August 20, 2013: Resolution to approve a construction contractor for the OPB renovation. None of the bids came within 10% of the Township’s target \$2.5M – since the other \$500K would be needed for project completion– - the resolution (H) was tabled as requested by Councilman Stern – without discussion or stated reason.

September 10, 2013 – Approval after discussion of why the Township was approving a bid \$270+K above lowest :bid. It was a bid for \$2.977M by Braham Construction. Two Council people voted against it. Gussen: This fix is not good enough to justify the price tag. Stern agrees. The only discussion of the fact that this will construction bid was actually going to require additional capital expenditure was Councilman Schwartz wrongly believing that the bid’s cost was less than anticipated – rather than more!! Approved 5-2.

Summer 2014 – Initially an Ordinance introduced and not voted on for \$400K – described by the Mayor as covering asbestos and cabling. Ordinance died over Manager protest after multiple discussions in April and May – while Budget as well was not voted on until August. An ordinance first introduced at \$475K beginning on July 15.

Defeated on 8-12-2014 and reintroduced as #3014 on 9-98-2024 – and passed 4-3. It eventually in October 2014 a 2 resolutions passed that permit a contractor selected from an approved list to receive cabling assignment and a separate resolution approves furniture.

Building completed in time for a December 6, 2015 Sunday afternoon opening.

Attorney Rupp Letter to Sidd explaining why its bid – lower by \$275K than the selected one– was not being accepted

FERRARA, TURITZ, HARRAKA & GOLDBERG
A Professional Corporation
Attorneys at Law
505 MAIN STREET
HACKENSACK, NJ 07601

STANLEY TURITZ
DENNIS G. HARRAKA (CERTIFIED CIVIL TRIAL ATTORNEY)
ARTHUR I. GOLDBERG (NJ AND NY BAR)

NEW YORK OFFICE:
711 THIRD AVENUE
Twentieth Floor
NEW YORK, NY 10017
(212) 233-2122

WILLIAM F. RUPP
MARLA WOLFE TAUS (NJ AND NY BAR)
DORIS BRANDSTATTER
LINA PAPALIA CORRISTON

(201) 489-8787
FAX (201) 489-0880
WILLIAM.RUPP@FTHGLAW.COM

OF COUNSEL:
MICHAEL J. FERRARA

August 1, 2013

Sidd and Associates, LLC
500 Route 33 West, Suite LLA
Millstone, N.J. 08535

Attention: Christina Paradino, Assistant Vice President

Re: Teaneck Municipal Complex - Addition and Alteration

Dear Ms. Paradino,

Please be advised that we represent the Township of Teaneck. Following the bid opening on July 30, 2013, we met with the Township's Purchasing Agent, and a representative from the Architect's office to review the bid submissions.

You had submitted the lowest bid in the sum of \$2,725,000.00. Regrettably, you had failed to submit the bid on the revised Bid Form included within the Supplemental Bid Specifications. According to the Architect, you had failed to pick up the Supplemental Bid Specifications from his office. You had also failed to acknowledge receipt of the Addendum forming part of the Supplemental Bid Specifications or acknowledge the receipt of the previous clarification which was incorporated within the Supplemental Bid Specifications.

To insure that all bidders are bidding on the same items, the Specifications provided that bids must be submitted on the bid form provided in the specifications. Moreover, N.J.S.A. 40A:11-23.1 requires that plans, specifications and bid proposal documents for the erection, alteration, or repair of a building, structure, facility or other improvement to real property exceeding the bid threshold shall include a document for the bidder to acknowledge the bidder's receipt of any notice or revision or addenda to the advertisement or bid documents. N.J.S.A. 40A:11-23.2 provides that the failure to submit a document provided in the bid plans, specifications or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents "shall be deemed a fatal defect that

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render the bid proposal unresponsive and that cannot be cured by the
governing body."

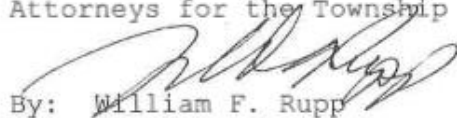
By reason of the foregoing, we have determined that your bid proposal
is unresponsive and cannot, as a matter of law, be awarded.

In addition to the foregoing, in reviewing your bid submissions, we
noted that all of the documents required to be acknowledged before a
Notary Public, or other person authorized by law to administer oaths and
acknowledge signatures on documents, including the Non-collusion
Affidavit, Stockholder Disclosure Statement and Pay-to-Play submission
were not properly acknowledged due to the absence of a notary's seal or
the absence of a signature on the acknowledgement. As a result such
documents were insufficient.

Moreover, in reviewing your qualification statement, equipment list,
list of subcontractors, and financial statement, the Township is not
satisfied that you and your sub-contractors possess the required
experience, equipment or financial ability to perform this project.
Specifically, the list of projects provided consists primarily of
rebuilding boardwalks, projects which are not of a like character, either
in complexity or cost, with the addition and alteration of the Teaneck
Municipal Complex. With the exception of plumbing, you list yourself as a
subcontractor, as well as, Mecco Electric, which you described as a company
under your same ownership. The financial statement is a combined
financial statement for both companies, each a separate entity, without
any apportionment of assets between the two.

With respect to the issue of your qualifications, you may request an
informal hearing before the Township Manager by requesting same in writing
within 5 work days of receipt of this letter. Such a hearing, however,
cannot cure the defects in your bid documents as noted above.

FERRARA, TURITZ, HARRAKA & GOLDBERG PC
Attorneys for the Township of Teaneck

By:  William F. Rupp

cc: William Broughton, Township Manager
Anthony Iovino, A.I.A.
Kevin Lynch, Township Purchasing Agent
Chuck McKearnin, Township Engineer