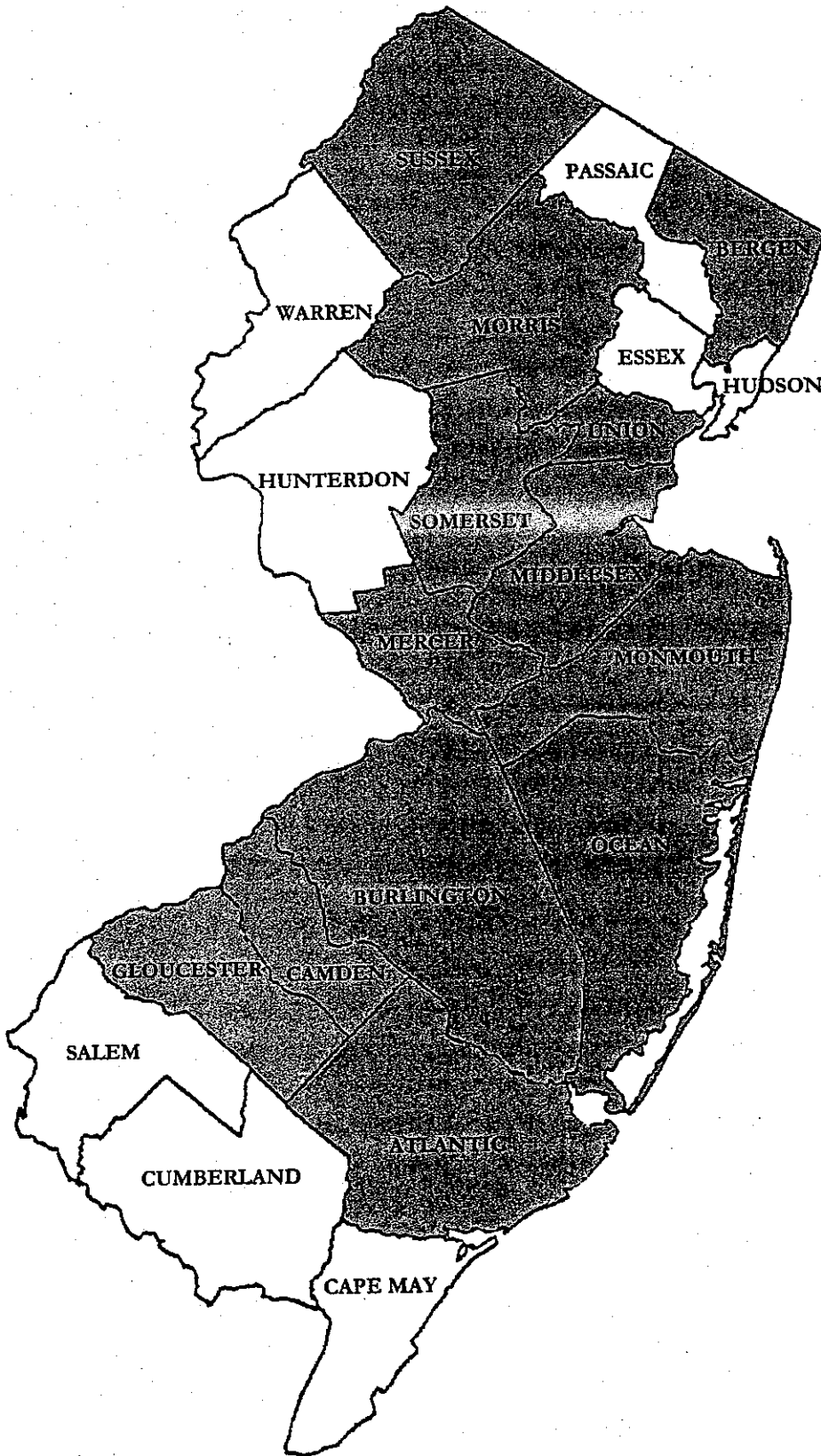


SCOPE OF SCI'S SCHOOL ROOFING INVESTIGATION

(Shaded counties contain school districts where roofing projects were examined.)



**EXHIBIT
R-215**



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
CK 900
TRENTON, N.J. 08646-0500

MARY LEE FITZGERALD, COMMISSIONER

M E M O R A N D U M

August 27, 1993

TO: Board Secretaries/Business Administrators

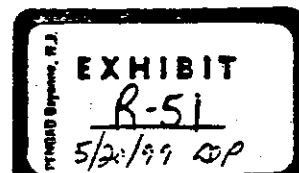
FROM: Robert E. Davis, Assistant Commissioner *RED*
Division of Financial Services

SUBJECT: Advisory Letter: Roof Replacement Projects

The attached advisory letter has been received from the State Board of Professional Engineers and Land Surveyors and the State Board of Architects and is being passed along for your information. The advisory letter contains information concerning the proper use of licensed professionals for the preparation of plans and specifications for roof replacement projects by local school boards.

If you have any questions regarding the letter, please feel free to call Carl Lettierie at the Bureau of Facility Planning Services (609-633-0800) or the personnel listed at the end of the advisory letter.

RED/CAL/vw:1.28
cc: Elena Scambio
County Superintendents





State of New Jersey

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
STATE BOARD OF ARCHITECTS

EMMA N BYRN
DIRECTOR

MAILING ADDRESS

P O BOX 4500
NEWARK NJ 07102

JOSEPH L DE LUCA
ATTORNEY GENERAL

LOCATION:

127 WALSH STREET, 6TH FLOOR
NEWARK, NJ 07102
201 504-3833

BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
AND
BOARD OF ARCHITECTS

ADVISORY LETTER

Immediate Attention Requested

July 29, 1993

TO: Business Administrators
Boards of Education

REF: Roofing Replacement Projects

The State Board of Architects and State Board of Professional Engineers and Land Surveyors have been informed that several school districts are or will be advertising for bids on roofing replacement based on plans and specifications prepared by so-called "Roofing Consultants."

School Administrators are hereby notified that the preparation of such plans and specifications must be performed by registered architects or licensed professional engineers.

The preparation of construction plans and specifications for roofing replacement by anyone other than a registered architect or professional engineer may constitute the unlicensed practice of architecture or engineering and may subject the individual or firm to disciplinary action by the Board of Architects or the Board of Professional Engineers that may result in fines and penalties of \$2,500 for the first offense and \$5,000 for each succeeding offense (NJSA 45:1-25).

Pursuant to NJSA 45:8-41, "...no county, city, town, township, village, borough or other municipal corporation or other political subdivisions in the State shall engage in the design, construction, or maintenance of any public work involving professional engineering for which plans, specifications and estimates have not been made by...and supervised by... a licensed professional engineer or a registered architect...".

The services of a "roofing consultant" for such projects may be provided to a local school district, but these services may not include the preparation of construction plans and specifications. Such services may only be provided by a separate

Advisory Letter
Boards of Education
July 29, 1993
Page two.

independent contract with a licensed architect or professional engineer in this state. Furthermore, the services cannot be provided by a general business corporation unless that firm complies with specific requirements reflecting ownership by licensed professionals and has been issued a "Certificate of Authorization" by either Board, pursuant to NJSA 45:3-18 or NJSA 45:8-56.

The Boards trust this clarifies any questions in this matter. If you have need of any further advice, please do not hesitate to contact Arthur Russo, Executive Director of the Board of Professional Engineers at (201) 504-6460, or Kevin E. Earle, Executive Director of the Board of Architects at (201) 504-6480.

STATE OF NEW JERSEY
BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
AND
BOARD OF ARCHITECTS
ADVISORY LETTER

October 16, 1997

TO: Business Administrators
Boards of Education

RE: Advertising for Bids based on plans and specifications prepared by an unlicensed individual

The State Board of Architect and State Board of Professional Engineers and Land Surveyors have been informed that several school districts are or will be advertising for bids based on plans and specifications prepared by an unlicensed individual.

School administrators are hereby notified that such work must be performed by registered architects or licensed professional engineers and must be their original work product and site specific.

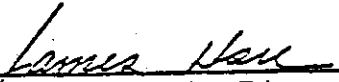
The preparation of construction plans and specifications by anyone other than a registered architect or professional engineer may be considered the illegal practice of architecture or engineering and may subject the individual or firm to sanctions before the Board of Architects or the Board of Professional Engineers and Land Surveyors that may include fines and penalties of \$2,500 for the first offense and \$5,000 for each succeeding offense (N.I.S.A. 45:1-25).

Pursuant to N.I.S.A. 45:8-41, "... no county, city, town, township, village, borough or other municipal corporation or other political subdivisions in the State shall engage in the design, construction, or maintenance of any public work involving professional engineering for which plans, specifications and estimates have not been made by...and supervised by...a licensed professional engineer or a registered architect..."

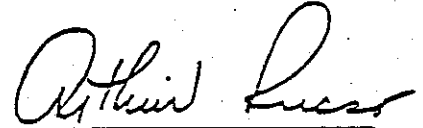
The services of an unlicensed individual for such projects may be provided to a local school district, but these services may not include the preparation of construction plans and specifications.

Such services may only be provided by a separate independent contract with a licensed architect or professional engineer in this state. Furthermore, the services cannot be provided by a general business corporation unless that firm complies with specific requirements reflecting ownership by licensed professionals and has been issued a "Certificate of Authorization" by either Board, pursuant to N.I.S.A. 45:3-18 or N.I.S.A. 45:8-56.

The Boards trust this clarifies any questions in this matter. If you have need of any further advice on this matter, please do not hesitate to contact Arthur Russo, Executive Director of the Board of Professional Engineers and Land Surveyors at (973) 504-6460, or Dr. James S. Hsu, Executive Director of the Board of Architects at (973) 504-6385.



James S. Hsu, Executive Director
NJ State Board of Architects



Arthur Russo, Executive Director
NJ State Board of Professional Engineers
and Land Surveyors

mh
enwpcocvreglhbdfsd.la

COMPETITIVE ROOFING BID

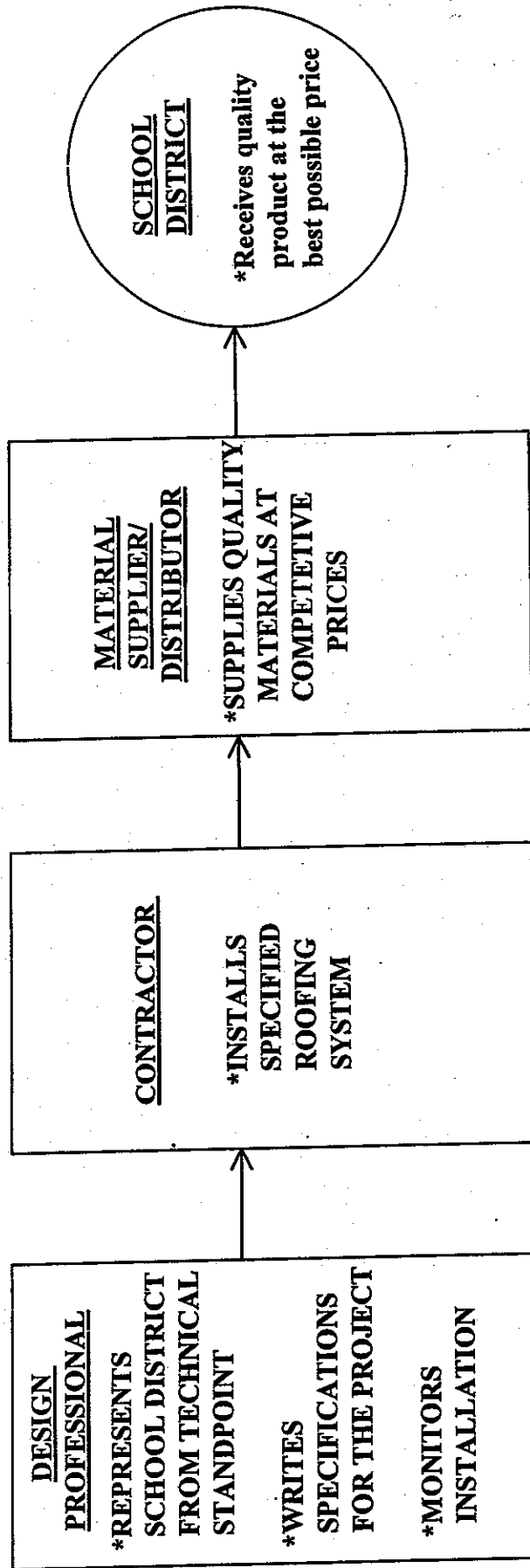
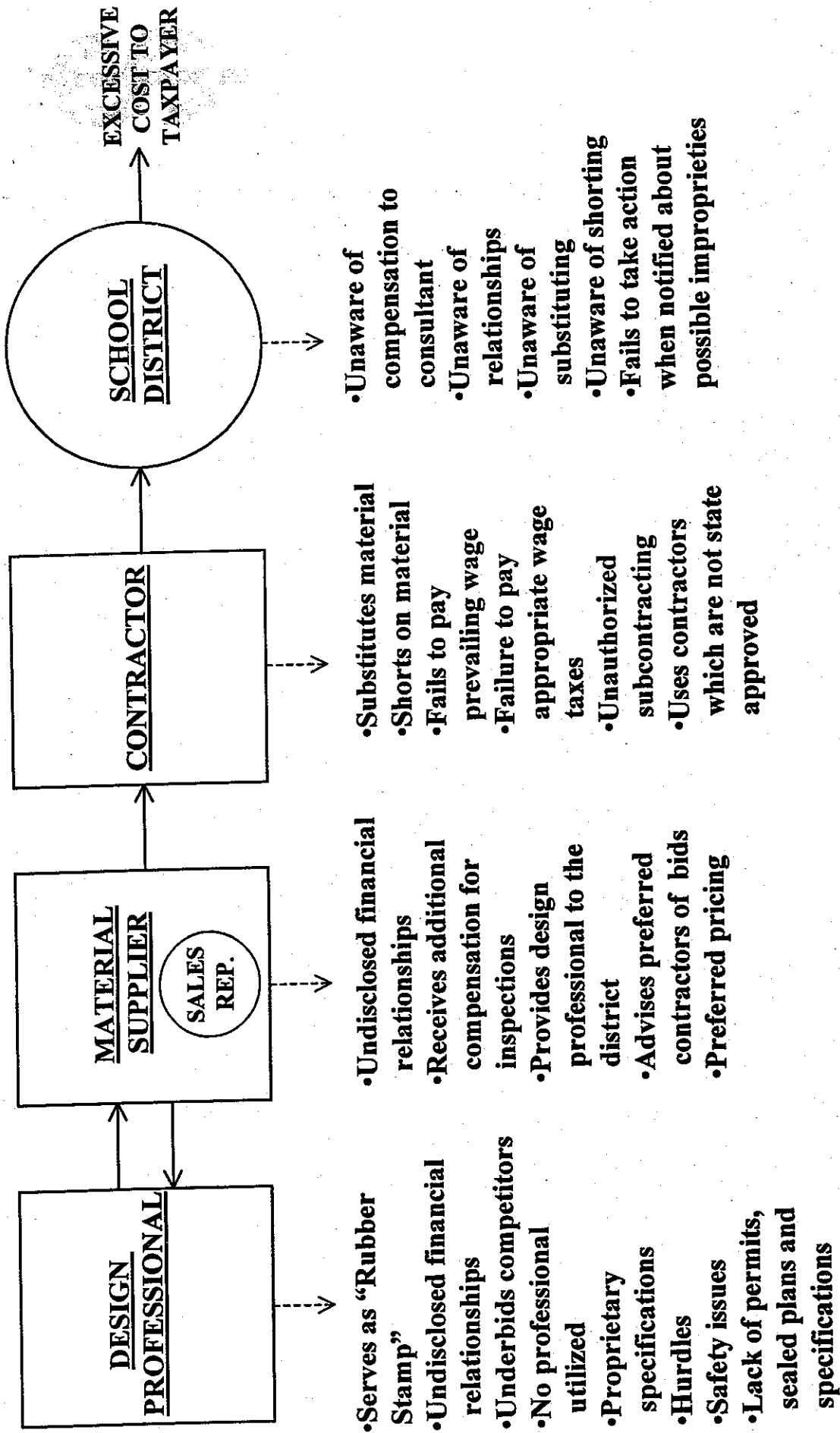


EXHIBIT
R-216

MANIPULATION OF THE BIDDING PROCESS



SAMPLE OF HURDLES TO COMPETITION **FOUND IN PROJECT SPECIFICATIONS**

- **Specifying a unique, proprietary or "brand-name" product.**
- **Failure to list acceptable alternates in the specifications, thus placing the burden of designing an alternate roofing system on the roofer.**
- **Insufficient time allowance for roofer to prepare bid.**
- **Vague product description.**
- **Requiring prior use of substitution a specific number of times within a geographic radius.**
- **Precluding materials of manufacturers if change in corporate structure or stock ownership within certain time.**
- **Substitute manufacturer required to provide excessive liability coverage and/or indemnification of architect.**
- **Describing specified material by manufacturer test methods rather than by industry product standards.**
- **Inclusion of expired product ratings.**
- **Failure to utilize standard contract documents.**
- **Requiring roofer to submit complete technical data with bid, including lab analysis of substituted material.**
- **Ambiguity and lack of detail in plans and specifications.**
- **Unnecessary exclusionary requirements e.g., requiring substitute manufacturer to be nationally recognized in moisture surveys or that they manufacture 70% of materials in-house.**

EXHIBIT
R-218

**OUTLINE FOR
"TIGHT SPECIFICATIONS MINIMIZE LITIGATION"**

1. General Topic

- A. How tight Specifications are partly responsible for indirectly producing projects less likely to fail and be a source of litigation.**
- B. How enforcement of tight specifications, from the Pre-Bid thru to Final Inspection produces projects that are far less likely to fail and be a source of litigation.**
- C. How obtaining services of Roofing Design Professionals substantially increase your chances of a successful roof replacement project.**

2. Specific Points of Service:

A. Selection of the Roofing Design Professional:

- 1. Do not use a list of local or well known Architects that do new building design as a single source of obtaining Requests for Proposals.**
- 2. Do not think that all Architects who design new buildings with roofs on them know enough about roofing to do an effective job for a roofing replacement.**
- 3. Do consult with other School Administrators, including the Director of Facilities about who they have used, and what success or failure they experienced.**
- 4. Do rely heavily of references submitted by Design Professionals specifically covering roof replacement projects for School or other Municipal clients.**

B. Preliminary Site Inspection:

- 1. Knowledgeable evaluation of existing conditions.**
- 2. Knowledgeable recognition of probable cause of leaking/failure conditions.**
- 3. Knowledge of roofing systems of the past.**
 - a) Knowledge of past system failures.**
 - b) Knowledge of past performance of systems with good track records.**

4. Knowledge of current roofing systems and their perspective shortcomings and performance track records.

C. Specification and Plan/Detail Preparation:

1. Specifications prepared with an eye toward as many roofing products supplied by the same manufacturer and/or supplier thereby providing the widest possible Warranty/Guarantee coverage.
2. Manufacturers Warranty/Guarantee providing as long a term of coverage available.
 - a) With maximum available coverage.
 - b) With most reasonable length vs. expected life for similar systems.
 - c) With least amount of exclusions from coverage.
3. All documentation prepared in the "roofers language" so there will be good competition and bid results.
4. Rigid "Or Equal" requirements for the submission of requests for approval as equal or superior materials and/or systems to those specified.

D. Pre-Bid functions:

1. Mandatory Pre-Bid.

- a) Mandatory Pre-Bid requires all bidding contractors to visit the site and acquaint themselves with all existing conditions.
- b) All Contractors get a chance to ask questions.
- c) Owner gets a chance to see who is bidding the project.

2. Addendum:

1. Review all questions asked or directed to prepared of the specifications.
2. Issue all required Addenda clarifying, amplifying or changing any portion of the specifications.

E. Contract Administration:

1. Preconstruction conference:

- a) Conduct meeting before start of work in order to receive all previously discussed items pertaining to execution of the work.
2. Issue Contracts.
3. Ascertain that all submissions required have been processed.
 - a) Make certain that the required Insurance documents have been submitted and approved before start of work.
4. Inspect the work on a regular basis.
 - a) Frequency depends on type of work and severity of area being worked on.
 - b) Prepare and submit reports (if required by Owner) on progress of the work.
5. Progress Billings:
 - a) Review Contractors Invoices for accuracy.
 - b) Forward to Owner with recommendation for payment.
6. Final Inspection and Punch List:
 - a) Inspect Work for compliance with specifications.
 - b) Prepare Punch List if necessary.
 - c) Reinspect after completion of Punch List.
7. Final Completion:
 - a) Collect all Waiver of Liens.
 - b) Collect all Warranties/Guarantees.
 - c) Forward all to Owner with recommendation for Final Payment to Contractor.

**SUMMARY OF PERSONAL EXPENDITURES:
THOMAS & SCOTT SALTZGUEBER 1995 - 1998**

COMPANY	1995	1996	1997	1998	TOTALS
ROOF SPEC/ DESIGN INC.	\$4,549	\$12,333	\$26,144	\$6,509	\$49,535
COMMERCIAL ROOFING SYSTEMS, INC.		\$10,435	\$12,805	\$0	\$23,240
KINGSTON REALTY, L.L.C.			\$67,190	\$5,700	\$72,890
TOTALS:	\$4,549	\$22,768	\$106,139	\$12,209	\$145,665

**EXHIBIT
R-220**

**PAYMENTS FROM W.P. HICKMAN SYSTEMS INC.
TO THOMAS SALTZGUEBER - RELATED COMPANIES**

1995 - 1998

1995 ----- 1996 ----- 1997 ----- 1998 -----

\$3,500 (3%)

**PEN JER
DEL CORP.**

**COMMERCIAL
ROOFING
SYSTEMS**

\$44,986 (55%)	\$63,947 (72%)
---------------------------------	---------------------------------

\$10,500 (100%)

**KINGSTON
REALTY, LLC
(KINGSTON CO).**

\$143,500 (87%)	\$29,600 (56%)
----------------------------------	---------------------------------

**ROOF SPEC
INC.**

\$34,000 (26%)	\$18,987 (17%)	\$0	\$12,500 (6%)
---------------------------------	---------------------------------	------------	--------------------------------

TOTALS: \$37,500 \$63,973 \$207,447 \$52,600

EXHIBIT R-219

GRAND TOTAL: \$361,520

Edison Township School District

Contractor	School	Area (sq. ft.)	Orig. Contract	Change Orders	Total Contract	Cost/sq. ft.		Material Cost	Material Cost/sq. ft. (.25 + .33)	Warranty/ln sulation	Roof Material Cost/sq. ft.
						(original Contract)					
E. R. Barrett Inc.	Lincoln		\$15,500		\$15,500						
E. R. Barrett Inc.	Washington, F. D. Roosevelt, & Woodbrook	83,500	\$812,000	\$8,200	\$820,200	\$9.72	\$3.60	300,671	0.58		\$3.02
E. R. Barrett Inc.	J. Madison Primary	60,000	\$19,500	\$153,200	\$19,500	\$11.05	\$2.80	167,950	0.58		\$2.22
E. R. Barrett Inc.	J. P. Stevens H. S.	58,000	\$662,700	\$89,800	\$659,800	\$9.83	\$2.62	152,098	0.58		\$2.04
E. R. Barrett Inc.	John Adams MS	65,000	\$570,000		\$685,000	\$10.54	\$2.61	169,646	0.58		\$2.03
E. R. Barrett Inc.	Woodrow Wilson	60,000	\$685,000	\$14,475	\$717,475	\$11.72	\$3.30	197,748	0.58		\$2.72
Jottan Inc.	Edison H.S.	30,000	\$703,000	\$1,650	\$315,650	\$10.47	\$2.97	89,145	0.58		\$2.39
Jottan Inc.	James Madison Inter.	23,000	\$314,000		\$237,000	\$10.30	\$3.28	75,371	0.58		\$2.70
Jottan Inc.	Ben Franklin	24,400	\$237,000		\$220,000	\$9.02	\$2.42	59,031	0.58		\$1.84
Jottan Inc.	John Marshall	37,000	\$220,000	\$1,800	\$371,800	\$10.00	\$2.92	108,126	0.58		\$2.34
Jackson Roofing	Lindeneau	65,000	\$370,000		\$692,181	\$10.65	\$3.09	200,549	0.58		\$2.51
Jackson Roofing	Herbert Hoover MS	39,500	\$692,181		\$381,191	\$9.65	\$3.46	136,631	0.58		\$2.88
Jackson Roofing	Menlo Park	40,000	\$381,191		\$365,000	\$9.13	\$3.58	143,187	0.58		\$3.00
U. S. Roofing Corp.	James Monroe	32,000	\$365,000		\$387,000	\$12.09	\$3.88	124,202	0.58		\$3.30
Starbrite Construction	Thomas Jefferson MS		\$387,000		\$387,000						
Construction Cost		617,400	\$6,434,072	\$269,125	\$6,703,197			\$1,924,355			\$2.54

RoofSpec Design	Consulting Fees	\$254,000	\$15,000	\$269,000	4.01%
Project Cost		\$6,972,197			

System	Savings/sq. ft.		
	Avg Cost	Cost	Gross Savings
Conventional BUR	2.54	0.60	1.94
Modified Bitumen	2.54	1.01	1.53
Similar system	2.54	1.78	0.76

**EXHIBIT
R-222**

JED CONTRACTORS INC. UNPAID EMPLOYMENT TAX LIABILITIES

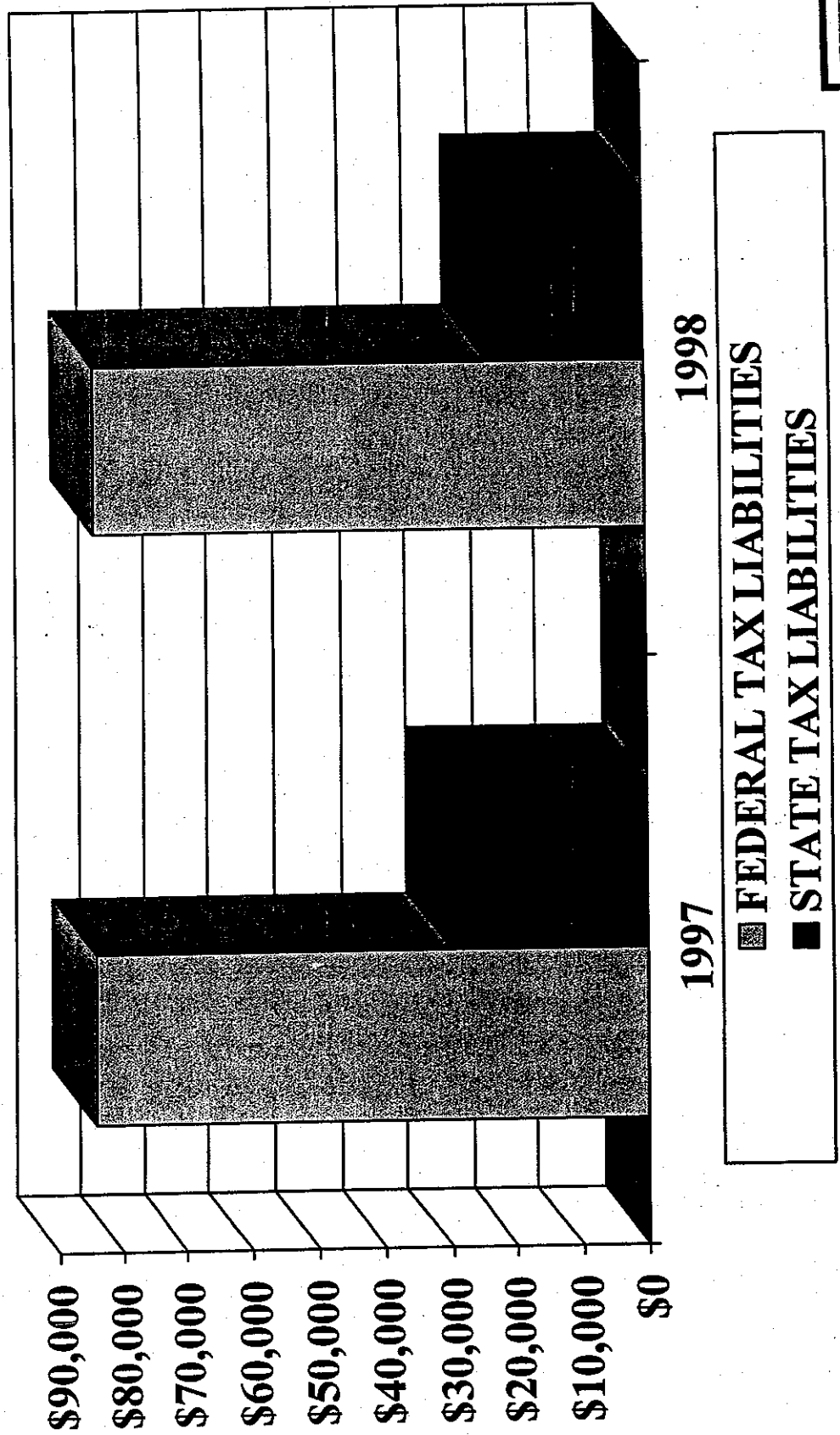


EXHIBIT
R-224



State of New Jersey

DEPARTMENT OF LABOR
PO BOX 369
TRENTON NJ 08625-0369

MEL GELADE
Commissioner

CHRISTINE TODD WHITMAN
Governor

December 3, 1999

State of New Jersey
Commissioner of Investigation
P.O. Box 045
Trenton, NJ 08625-0045

Attn: James J. Morley, Executive Director

Re: Public Hearing on School Roofing and Replacement

Dear Mr. Morley:

I have been asked to inform you of this office's experiences with roofing contractors who perform public construction projects. Any attempt to provide an all-inclusive account of that experience would be too lengthy and detailed for your purposes (as I understand them). The following is, therefore, offered as a generalized summary.

The commercial/industrial roofing segment of the construction industry appears to be particularly inclined to violation of the labor laws within our jurisdiction. Because of the physically demanding nature of the work, ease of entry and promise of comparatively high rates of pay, roofing construction attracts the most socio-economically disadvantaged and exploited segment of the population.

Consequently, the Public Contracts Section has numerous case files (both completed and ongoing) documenting pervasive violation of the Prevailing Wage Act. But, there can be no doubt our efforts have succeeded in revealing only a small percentage of violations. It is nearly universal practice to falsify payroll records by underreporting actual hours of work and exaggerating actual rates of pay, by misclassifying workers as lower-rated "laborers" or "apprentices", by paying operative employees "salaries" that are not equal to prevailing rate of pay for the number of hours worked, by paying workers contract amount as "independent" contractors, by paying workers substandard wages "under the table" and/or by requiring "kickbacks".

EXHIBIT
R-228

New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

LABOR

DIVISION OF WAGE AND HOUR COMPLIANCE
(609) 292-2357 • FAX (609) 695-3174

AD 31-6A (10-97)



State of New Jersey

DEPARTMENT OF LABOR
PO BOX 389
TRENTON NJ 08625-0389

CHRISTINE TODD WHITMAN
Governor

MEL GELADE
Commissioner

Because of language barriers and a general unfamiliarity with state and federal labor laws, many workers are unaware of their rights. Many more are forced to accept subminimal wages and working conditions because they lack the saleable skills or immigration/naturalization status necessary to enable alternative employment.

It is not surprising, based on the character of the roofing industry workforce, that this office receives few complaints from workers and little cooperation from them during the course of an investigation. In those rare instances when workers disclose the facts of their employment, we are often able to document falsification of records and non-payment of prevailing wage rates. Unfortunately, even when violations are well documented (as evidenced by the June 22, 1999 letter received from a former office worker the affidavit of Jason R. Wymbs and a "certified" payroll record "proving" Mr. Wymbs was paid properly.

Punitive procedure is unlikely due to the appalling lack of representation the Office of the Attorney General is able to provide for the preparation and presentation of cases.

Until that situation is corrected, non-complaint, exploitive contractors will continue to dominate the industry and continue to regard the minimal amounts of retro-wages and penalties they pay as just a small cost of doing business while they enjoy lifestyles (funded by N.J. Taxpayers) obscenely superior to those of their employees.

Best Regards,

Nelson Reeder, Chief
Public Contracts Section
Wage and Hour Compliance
(609) 292-2259

NR:jgg



New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

DIVISION OF WAGE AND HOUR COMPLIANCE
(609) 292-2337 • FAX (609) 695-3174

AD-38 4A (10-97)

N.J.S.A. 52:9M-12.2, effective June 18, 1996, provides that:

[w]henver a proposed State Commission of Investigation report is critical of a person's conduct, a copy of the relevant portions of the proposed report thereof shall be sent to that person prior to the release of the report. Upon receipt, the person criticized shall have 15 days to submit a written response of a reasonable length which the commission shall include in the report together with any relevant evidence submitted by that person.

The following materials are the responses submitted pursuant to that statutory requirement. In considering the responses, the reader should note that they are not in all cases under oath and, in some cases, may not even be a statement by the affected individual.

RECEIVED

2000 JUL 13 PM 12:06

STATE COMMISSION OF
INVESTIGATION

Richard M. Melzer
15994 1088
melz@mesirov.com

July 10, 2000

Charlotte K. Gaal, Esquire
State of New Jersey
Commission of Investigation
28 West State Street
P.O. Box 045
Trenton, NJ 08625-0045

Re: Response to Proposed Report Notice

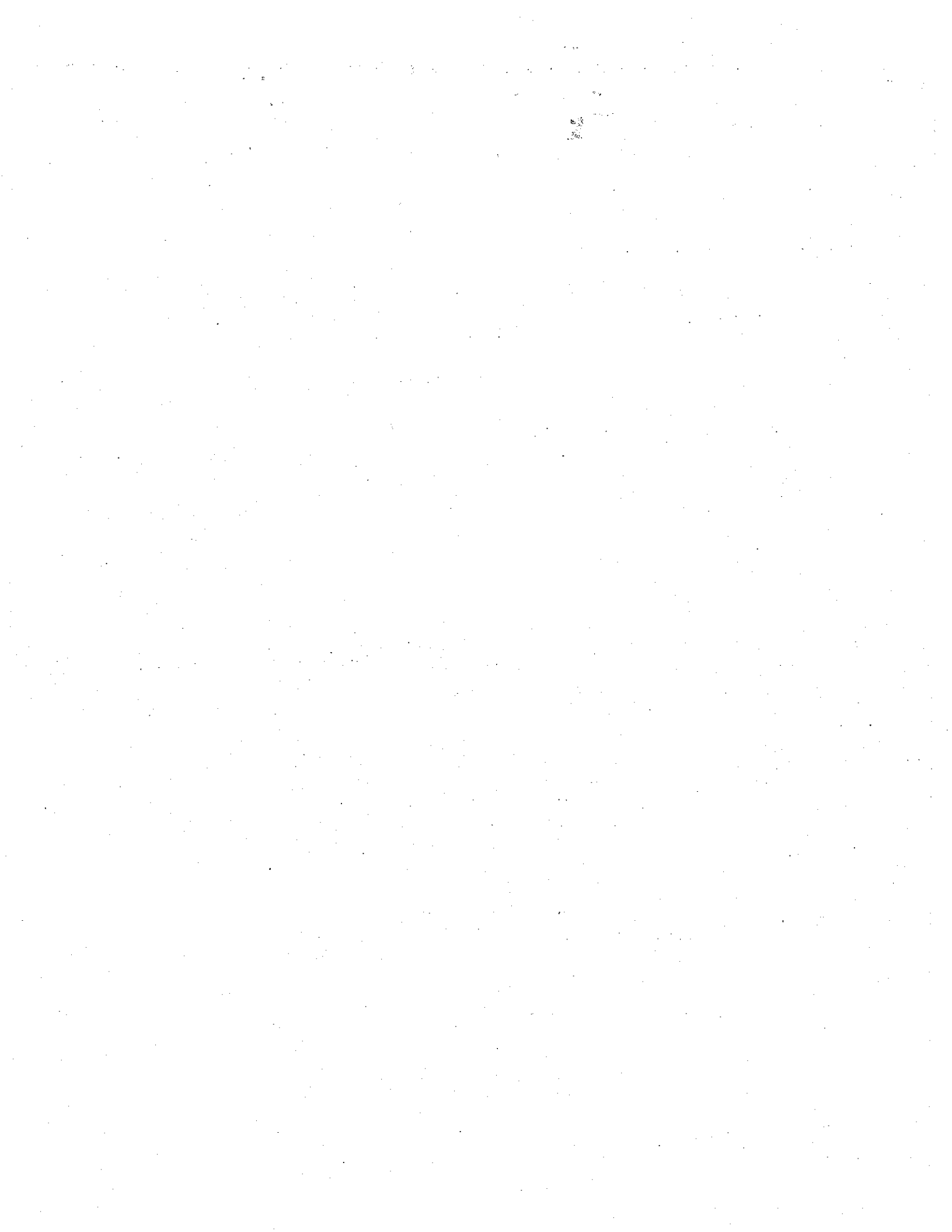
Dear Ms. Gaal:

This letter is written by counsel for Mitchel Abramowitz responding to the Notice of Proposed Report received on June 27, 2000.

I have forwarded a copy of excerpts you have forwarded to me regarding the Edison Township School District case study. My response on behalf of Mr. Abramowitz is limited primarily because it is difficult to respond when only certain aspects of the report are available.

Initially, we question the representations and opinions offered by unknown "independent roofing experts" and their opinions regarding the Edison plans and specifications. The Faridy studies were supplied by the Edison School Board. No one advised Abramowitz or others at Roof Spec/Design that these studies were confidential. In fact, you make no mention of the fact that these plans were either confidential or that they had stamped such notations on them. The survey drawings were not intended to be design documents. The only use was to obtain the measurements contained in the drawings. There was no copying of any design documents. Certainly, one would expect that when the School Board supplies these drawings there is a lack of any type of confidentiality attached to them. The fact that Mr. Faridy may have made the representation that no permission had been given to use the drawings does not, in fact, mean that they were priority. They were supplied by the Edison School District.

0800623.01



Charlotte K. Gaal, Esquire

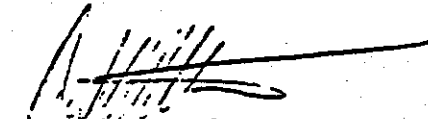
July 10, 2001

Page 2

Any assertion that the job was done improperly is disputed. Mr. Abramowitz stands by this opinion that the School Board was content with the results of the project and that further analysis was not necessary.

When we have seen the final and complete report, we will review same and determine at that time whether or not to issue a more complete statement.

Very truly yours,



Richard M. Meltzer

RMM/kj

July 13, 2000

RECEIVED
2000 JUL 18 AM 11:08
STATE COMMISSION OF
INVESTIGATION

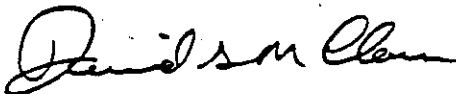
Ms. Charlotte K. Gaal, Counsel
State of New Jersey
Commission of Investigation
P. O. Box 045
Trenton, New Jersey 08625-0045

Ms. Gaal;

Enclosed please find my response to your Notice of Proposed Report.

I trust this information proves useful.

Sincerely,



David G. M. Clover, Ed. D.
1 Copperfield Way
Convent Station, NJ 07961

July 13, 2000

Response to Notice of Proposed Report: Roofing Project Summaries

The innuendo, statements out of context, and missing testimony in this portrayal of events by Ms. Gaal smack of McCarthyism at its finest, guilty by association and misrepresentation of facts. This is an obvious self-serving attempt to make testimony fit the pre-determined conclusion. Vital information purposely suppressed from the report leads me to question the ethics of any person creating such a document that distorts the facts and events to such a degree. In my complete testimony, I stated the estimates were obtained from the Hickman representative because they were free. This report and the one from K. Albert Associates were used by the Board to make the decision to hire an architect.

Mr. Tiajloff was provided the reports from K. Albert Associates and Hickman. He prepared his own report to the Board which included his estimate of the condition of the roofs and the potential costs to replace those roofs. Mr. Tiajloff's report was used by the Board, not the K. Albert Associates report or the Hickman estimates.

Further, it was decided that, although the Board had insufficient funds to complete all the roofing projects, the Chapel Hill roof and the worn parts the Middle School roof would be bid in sections. This provided the Board with choices of which areas to replace, given the need and limited funds. This process also provided a market analysis of the cost to replace the other areas at a later date.

Mr. Tiajloff recommended the complete replacement of the Chapel Hill roof due to its age and condition, it was over fifty years old and had numerous patches. Tearing off the old roof allowed for an inspection of the decking for damage due to the age and numerous leaks. Also, a new roof provided better insulation qualities. He suspected the roof over the central office was the next worst and the shingle roof on the Middle School multipurpose roof was failing too.

In another distortion created by "text omitted", I also stated that although I told the Hickman representative he could contact Mr. Tiajloff I believed they had never met because at the pre-bid meeting Mr. Tiajloff did not know the Hickman representative.

In more testimony conveniently left out, I stated that in my first meeting with Mr. Tiajloff, I noted my prior bad experiences with rubber roofs. Lincoln Park had two schools with rubber roofs, one section recently installed, and all were leaking. In that meeting Mr. Tiajloff confirmed that he knew of at least three manufacturers who produced products for a built-up type roof with warranties of twenty years or more. Although this was not in my testimony, I believe in that meeting we also discussed the options of bidding lesser warranty periods and other materials as alternates to reduce costs. We concurred that with a least three manufacturers available, the bidding among the roof applicators should be very competitive.

Further, in my testimony, I stated that Mr. Tiajloff prepared the bid package. I reviewed the front "boilerplate" section. This was the part requiring compliance with bonding, affirmative action, ownership, etc. I stated that I did not review the technical specifications because I do not have an engineering license or architectural training.

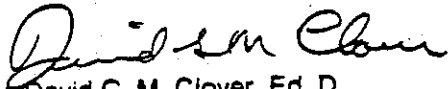
At the pre-bid meeting noted in Gaal's tainted summary, I also testified that at least two different roofing material manufacturers were represented by the numerous roofing applicators who were present. I thought this was a good sign that the Board would receive competitive bids.

After opening the bids, Mr. Tiajloff reviewed each bid received and recommended a roof applicator. This entire bid package, specifications, contract and bid was sent to the attorney for review and contract preparation. At no time during this process did it appear the bidding was not competitive.

The erroneous and false conclusions reached by Ms. Gaal involving my actions are not supported by my complete testimony. Meeting the needs of the Board, roofing the Chapel Hill School and perhaps the Middle School multipurpose room with a minimum of funds, was my primary motivation. Second, by dividing the Middle School roof into sections, the bidding process was used to obtain market prices to help budget for future roof replacements. Ms. Gaal

makes the quantum leap to a pre-determined conclusion that because I knew the Hickman representative, that was more important than seeking value for my Board.

I also told my Board members of my preference and why, just as I told the architect. The Board did not have ample sums of money to hire a roofing consultant and an architect. I suggested Board members visit all the roofing manufacturers at the Fall conference to help them make their decision about types of roofs. I had no problem introducing vendors to my Board members or other professionals, but their goods and services had to stand on the own merit under competition. Ms. Gaal's blatant attempts to hide relevant facts of my testimony and present a contorted picture of the circumstances lend credence to all the bad jokes about attorneys and their devious actions.


David G. M. Clover, Ed. D.

GIORDANO, HALLERAN & CIESLA

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW
125 HALF MILE ROAD

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441 EAST STATE STREET
TRENTON, NEW JERSEY 08625
(609) 693-3900

PLEASE REPLY TO: MIDDLETOWN

JOHN C. GIORDANO, JR.
JOHN P. HALLERAN
FRANK P. CIESLA
STEPHANE J. BERRY, JR.
THOMAS A. FLEISHER
JOHN A. AIELLO
MICHAEL J. GROSS
RICHARD L. FRIEDMAN, ESQ.
GIORGIO J. TULLO
JOHN A. GIUNCO
WILLIAM M. MORRIS, ESQ.
EDWARD S. KADZILL
SHARLINE A. MUNT
PHILIP D. FORLENZA
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PAUL H. SCHNEIDER
W. SCOTT TASHJY
MICHELLE A. QUERQUES

DAVID F. COFFRIGANO
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TIMOTHY D. LYONS
J. SCOTT ANDERSON
CHARLES A. CERUSSO

OF COUNSEL
THOMAS GAGLIANO

JOHN C. GIORDANO
(1992-1999)

B. CERTIFIED BY THE
SUPREME COURT OF
NEW JERSEY AS A
CIVIL TRIAL
ATTORNEY

LAURA M. ANDERSON
MICHAEL R. HOBBS
MICHAEL A. PANE, JR.
CRAIG S. VIAGLI
PATRICK J. CONVERY
JACQUELINE DICARLO
STEVEN M. DALTON
NICOLE DIVANYI

EDWARD C. NORMANDIN
MICHELLE E. HART
JEFFREY M. THOMEN
THOMAS D. ATEINSON
LEANN E. FOSTER
MONICA J. CIESA
CAROLINE E. JACOBSEN

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SUPREME COURT OF
NEW JERSEY AS A
CRIMINAL TRIAL
ATTORNEY

DIRECT DIAL NUMBER
732 219-5481

DIRECT E-MAIL
rfriedman@ghelaw.com

CLIENT MATTER NO
12262-0001

July 5, 2000

VIA FACSIMILE - (609) 633-7366 and
LAWYERS SERVICE - 1556069
Charlone K. Gaal, Counsel
State of New Jersey Commission of Investigation
P.O. Box 045
Trenton, New Jersey 08625-0045

RECEIVED
2000 JUL 11 AM 10:19
STATE COMMISSION OF
INVESTIGATION

Re: Richard Collins - Subpoena No. 8774 Roofing Resources/Proposed Report

Dear Ms. Gaal:

On June 27, 2000, My client and I received your June 23, 2000 letter and the proposed excerpts referencing and criticizing my clients, Richard Collins and Roofing Resources. We believe that the following minor changes will correct the report to accurately describe my clients' business relations:

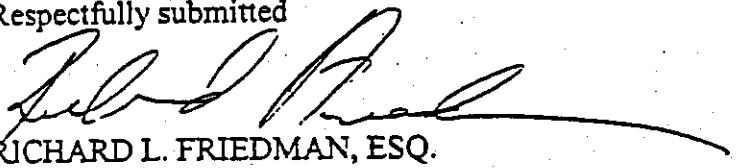
1. On the seventh line of the first excerpt, the words "undisclosed ties to" should be replaced by "business relations with" because no law or regulation required disclosure by my clients of their business relations. Furthermore, the utilization of the words "undisclosed ties to" gives the implication that my clients hid their relations.
2. In the last paragraph on page two, please change the words "similar arrangement" on the first line with "business relationship". Otherwise, the reader may make an inference that my clients have engaged in criminal conduct or have acted in the same manner as Roof Spec/Design. Since we do not have the benefit of reading the description of the relation between Hickman and Roof Spec/Design, it is impossible for us to comment on whether a similar arrangement exists. In addition, the previous paragraph utilizes the words "in concert" which are words that are normally associated with conspiracy language. The words "in concert" should be deleted.

GIORDANO, HALLERAN & CIESLA
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

Charlotte K. Gaal, Counsel
July 5, 2000
Page 2

If you have any reservations about making these very limited changes, I would like to discuss these requests with you.

Respectfully submitted



RICHARD L. FRIEDMAN, ESQ.

RLF:mea

cc: Mr. Richard Collins (Via Facsimile - (610) 558-0571)

::ODMA\PCDOCS\GHCDOCS\159858.1

BOWERS, MURPHY, LIEBERMAN & LAMBO

Counselors at Law

RECEIVED

2000 JUL 12 PM 2:36

STATE COMMISSION OF
INVESTIGATION

STEVEN B LIEBERMAN
CERTIFIED CRIMINAL TRIAL ATTORNEY

JAYNE M LAMBO
AL AND PA BARS

55 North Gaston Avenue

P O BOX 458

SOMERVILLE, N J. 08876

(908) 725-1776

TELECOPIER (908) 725-7178

JOSEPH C MURPHY
OF COUNSEL

JAMES F BOWERS
(1810-1982)

July 11, 2000

Charlotte K. Gaal, Esquire
Commission of Investigation
State of New Jersey
PO Box 045
Trenton, NJ 08626

Re: Joseph Conzola - SCI Report

Dear Ms. Gaal:

I have reviewed the portion of the proposed State Commission of Investigation report which was provided to me pursuant to the statute. As noted in your letter of June 23, 2000, Joseph Conzola is entitled to submit a "written response of a reasonable length which the Commission shall include in the report."

The response of Mr. Conzola is enclosed.

Thank you.

Very truly yours,


Steven B. Lieberman

cc: Joseph Conzola

WRITTEN RESPONSE OF JOSEPH CONZOLA

Joseph Conzola, on his behalf, and on behalf of Jackson Roofing Co., Inc., issues a firm denial of any intent to violate any of the criminal laws of New Jersey or the United States of America. Any reported allegations concerning alleged violations of tax laws are attributable to a good faith interpretation of existing laws and regulations. These laws are often confusing, contradictory and open to various reasonable interpretations. Joseph Conzola has never authorized anyone on his behalf to purposely violate such laws.

The inference by the Commission that Jackson Roofing has been the continual target of years of investigation by the State Department of Labor is misleading and incorrect. In 1994 Jackson Roofing settled a minor claim brought by the Department. The allegations involved a good faith misunderstanding about work being performed by Jackson Roofing. The penalty imposed by the Department was minimal and reflected an acceptance of Jackson Roofing's claim of a non-intentional violation of law. However, a technical violation did occur and Jackson Roofing settled the matter and paid the penalty without an acknowledgement of any wrongful conduct.

Thereafter, no other actions or claims were served on Jackson Roofing by the Department of Labor until December 1998, a space of over four years. During this time Jackson Roofing was a

successful low bidder on a number of public jobs. It fulfilled all of its contractual obligations.

Since 1999 Jackson Roofing has resolved a number of allegations brought by the Department of Labor. The first of these was resolved in March 1999. What is significant is that any and all subsequent allegations brought by the Department of Labor involve contracts that took place prior to this date. This is because commencing in 1999 Jackson Roofing has worked with a representative of the Department of Labor to ensure that all of its record keeping and employee payments are in strict compliance with all legal requirements. The report of the Commission reveals no instances since the end of 1998 where Jackson Roofing is accused of any improper conduct.

Therefore, while the report of the Commission as it pertains to Jackson Roofing may be of some historical significance, it does not accurately reflect the business practices of the company for nearly two years. Jackson Roofing has striven to insure that it is in compliance with applicable rules and regulations and that it will remain in compliance in future years. To this end, Jackson Roofing has resolved all pending complaints brought by the Department of Labor. It is significant that each matter was resolved without either an admission or a finding of liability on the part of Jackson Roofing.

It is submitted that the readiness of Jackson Roofing to make the necessary changes suggested by the Department of Labor is an important factor to be considered and to be noted by the

Commission. This validates the statement that Jackson Roofing did not intentionally seek to evade its obligations under the law. If the Commission focused on the current methodology employed by Jackson Roofing, it will find a company striving to remain in compliance with the myriad of laws and regulations governing the performance of companies that bid on public jobs. Jackson Roofing has never defaulted on a public contract, nor has it failed to live up to its obligations to complete the work.

The report also criticizes the hiring by Jackson Roofing of ARMCO, a subcontractor. This criticism is unfair. ARMCO was hired as a subcontractor with the full knowledge of the architect who was in charge of supervising the Ridgedale School project. ARMCO was listed as the subcontractor on all reports filed and on the certified payrolls provided by Jackson Roofing. The role of the supervising architect was to advise Jackson Roofing if there was any impropriety in this hiring. As no such information was ever provided, Jackson Roofing cannot be held responsible. The conclusory statement that this hiring was done without the knowledge or authorization of district officials is plainly wrong. The hiring was made known to the architect selected by the district. Jackson Roofing fulfilled its obligation under the law and any statement implying improper conduct in this regard should be deleted from the report.

The report makes reference to a secondary entity, JED Contractors, Inc. Jackson Roofing believed that it was a legitimate interpretation of existing tax law to allow it to hire

independent contractors. However, while acknowledging that reasonable individuals can differ on this point, and to avoid any potential future issues, JED Contractors was dissolved two years ago. Therefore, the allegations set forth in this portion of the report pertain to matters that were resolved two years ago. Again, the report does not accurately set forth the current practices and procedures of Jackson Roofing.

The report also criticizes Jackson Roofing for hiring employees with false social security numbers. This is not a fair criticism. It is extremely difficult, if not impossible, to verify the accuracy of social security numbers provided by employees. From a financial standpoint it makes no difference to Jackson Roofing if the social security number is correct or incorrect. In either instance Jackson Roofing is required to withhold the same amount of tax and forward it to the federal government. Therefore, to suggest that Jackson Roofing intentionally hired employees with false social security numbers is wrong, as Jackson Roofing would not reap any financial benefit from such actions.

The Commission and the public should recognize and understand that Jackson Roofing is committed to operating within the boundaries of the law. To this end, Jackson Roofing has worked with the Department of Labor in settling and resolving all outstanding complaints. Jackson Roofing has changed its procedures to implement suggestions put forth by the Department of Labor. As such, since the first allegation was made in

December 1998, no new allegations of improper conduct occurring after this date have surfaced. This includes allegations by the Department of Labor and by this Commission. The failure to find any present ongoing problems is a testament to the desire of Jackson Roofing to work within the framework of the complex and often confusing maze of rules and regulations concerning public work. If the report of this Commission will help to simplify and streamline these procedures, Jackson Roofing welcomes such a change.

MATERIAL TO BE DELETED FROM THE REPORT

The purpose of the report of the State Commission of Investigation is to provide the New Jersey Governor and the New Jersey Legislature with the results of its investigation into matters of public concern, with a focus on issues concerning the conduct of public officials. It is not a vehicle to unfairly cast aspersions on the character of an individual when it serves no legitimate public purpose. In this case the Commission makes reference to a 1991 conviction of Joseph Conzola. This conviction is for conduct that occurred more than 11 years ago. It had nothing to do with the matters under investigation by the Commission. Mr. Conzola has had no further interaction with any aspect of the criminal justice system since that one isolated event. He has led a law-abiding life and is a respected member of the community. Over the years he has donated to many organizations and received numerous letters of thanks; i.e., American Cancer Society, Hale House, Make-A-Wish Foundation, American Heart Association, March of Dimes, US Olympic Committee, National Children's Cancer Society, National Foundation for Cancer Research, Memorial Sloan-Kettering, and Kosovo Relief Fund.

The only conceivable purpose the Commission has to include a reference to this one conviction is to inflame passions against Mr. Conzola. It has no other legitimate interest. Mr. Conzola has never hidden this conviction and has always been completely

honest and forthright when completing all necessary governmental forms. As the conviction is remote in time, concerns a completely unrelated incident, and is irrelevant to the issues discussed in the report, all references must be deleted.

A failure to do so will substantiate the belief that the Commission is more concerned with the public relations appeal of its report than issues of a substantive nature. If the Commission refuses to excise the two sentences referencing this conviction, then this statement should be attached to the report so the public will be able to put this conviction into proper context.

Voicemail: 800-841-8678

RECEIVED

2000 JUL 11 AM 11:05

STATE COMMISSION OF
INVESTIGATION

July 7, 2000

Charlotte K. Gaal, Esquire
State of New Jersey
Commission of Investigation
Post Office Box 045
Trenton, NJ 08625

Re: Jack Cremin/Notice of Proposed Report

Dear Ms. Gaal:

This letter will serve as the written response to the letter sent to me, pursuant to Section 8 of P.L. 1996, c. 44.

With regard to that portion of the text entitled "ROOFING PROJECT SUMMARIES", School District of the Chatams, your report should include the following:

At the Commission's public hearing on December 15, 1999, Mr. Yaniro testified:

"The Board attorney did a lengthy investigation in terms of, you know, whether or not our specifications would be considered appropriate. And he determined that the specifications were appropriate since -- basically, for two reasons. He really didn't believe that they were proprietary. He believed that there were other cold applied applications throughout the country that could bid.

And, secondly, the nature of the resolution was that the key components of the Tremco products were patented which, in the law, allows you to specify proprietary materials."

Prior to the Board's attorney, Mr. Rand, reaching this conclusion, I sent the attached letter dated May 16, 1999 describing the Tremco patented insulation adhesive and enclosing patent information concerning that adhesive. Mr. Rand's advice to the School Board with regard to the patented adhesive was pursuant to those provisions of New Jersey law permitting the requirement of a "proprietary good [which] is directly related to the performance, completion or undertaking of the purpose for which the contract is awarded." N.J.S. 18 A: 18A-15d.

With regard to the section titled Green Township School District, the report should include the following:

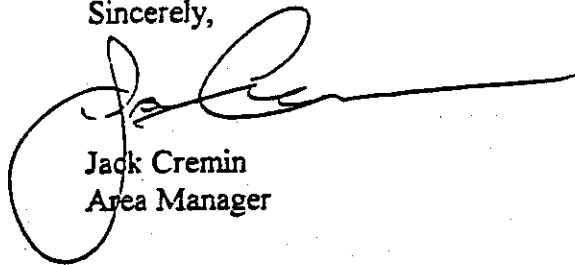
Charlotte K. Gaal, Esquire

July 7, 2000

Page 2

I provided Albanese with product specifications to be included in Albanese's technical specifications for the, proposed re-roofing of the Green Hills School. At the public hearing of the Commission on December 15, 1999, Ms. Cuykendall testified that it was not the Tremco product specifications which caused her concern about other contractors substituting materials, but rather, Mr. Albanese's requirements which caused those concerns. Specifically, Mr. Albanese, the Township Engineer, required a prior monetary payment to the Township to review any proposed alternative or substituted materials. Thus, any hurdle to its potential bidder was imposed by the Township Engineer and not by its product specifications from Tremco.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Cremin", with a long horizontal flourish extending to the right.

Jack Cremin
Area Manager

Tremco Incorporated
E Main Street, Flemington, NJ 08522

TREMCO

Jack Cremin
North Atlantic Area
Manager

Divisional Office: 800-628-7501
Home Office/FAX: 908-782-2134
VoiceMail: 800-841-8678

May 16, 1999

Rand, Alger, Tosi & Woodruff
60 Washington Street
Morristown, NJ 07960

Re: School District of the Chatham's

Dear Mr. Rand:

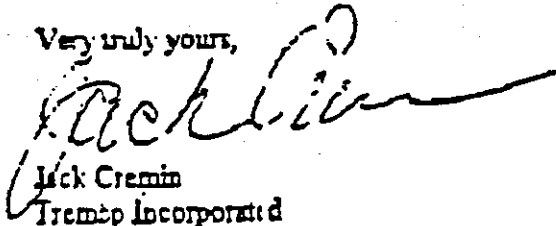
As per our conversation, we have enclosed for your review a copy of the patent information pertaining to Tremco's Fat-n-Free insulation adhesive as specified for the above referenced roof replacement project.

The system, as specified, is a Burmastic 200 Cold Applied Built-up Roof Assembly requiring the insulation to be adhered with a solvent free insulation adhesive. The Fat-n-Free insulation adhesive is a cold applied moisture curing, solvent free asphaltic urethane adhesive that was formulated to insure high elastomeric and adhesive characteristics necessary to replace mechanical fasteners and hot asphalt in the attachment of roof insulation to base sheets, structural decks and approved insulations.

Tremco Incorporated is the only manufacturer of a cold applied built-up-roof assembly who manufactures a solvent free insulation adhesive, meeting all the regulatory requirements associated with the building industry (FM, UL, and BOCA).

If you have any questions, please give me a call at 908-782-2134.

Very truly yours,



Jack Cremin
Tremco Incorporated

Enclosure - 1

Cc: David Pease

BOONTON TOWNSHIP BOARD OF EDUCATION

11 VALLEY ROAD, H 9:14
BOONTON TOWNSHIP, NJ 07005

Marilyn Cuykendall
Business Administrator/Board Secretary

RECEIVED
STATE COMMISSION OF
INVESTIGATION

(973) 334-4162 EXT 325
FAX (973) 334-0035

June 30, 2000


Ms. Charlotte Gaal
State of New Jersey
Commission of Investigation
PO Box 045
Trenton NJ 08625-0045

Dear Ms. Gaal,

To ensure school districts receive high quality roofing materials I believe we should retain 10% of the project's costs in escrow to guarantee product and workmanship for at least five years. I would also request that the state require roofing companies to repair/replace substandard products and faulty workmanship or escrow funds would be utilized.

If roofing companies knew they had to fix roofing problems at their expense they would be less likely to install "construction paper" materials.

Cordially,



CZAR Engineering

RECEIVED

2000 JUL -6 AM 9: 29

Lomont H. Czor, P.E.
5014 Fernwood Avenue
Egg Harbor Township, New Jersey 08234

STATE COMMISSION OF INVESTIGATION
Phone: (609) 653-9445
Fax: (609) 653-2015
E-mail: LCZAR@WORLDNET.ATI.NET

LETTER OF TRANSMITTAL

July 5, 2000

TO: Charlotte K. Gaal - Counsel
28 West State Street - 10th Floor
Trenton, NJ 08625

RE: NJ State Commission of Investigation
Maple Shade Board of Education

WE ARE SENDING YOU: Via Federal Express
Overnight Delivery

DESCRIPTION: Response to Draft New Jersey State Commission of Investigation
Report Regarding Maple Shade Board of Education
Received 6/23/00

THESE ARE TRANSMITTED: Per Section 8 of P.L. 1996, c. 44

COMMENTS:

If enclosures are not as noted, kindly notify us at once.

CZAR Engineering

Lamont H. Czar, P.E.
5014 Fernwood Avenue
Egg Harbor Township, New Jersey 08234

Phone: (609) 653-9445
Fax: (609) 653-2015
E-mail: LCZAR@WORLDNET.ATT.NET

July 5, 2000

Following is our response to the summaries detailing the New Jersey State Commission's findings of waste and abuse relative to select roofing projects in other school districts throughout New Jersey.

Maple Shade Township School District

Commission: Maier proceeded to recruit a consulting engineer, Lamont H. Czar, principal of Czar Engineering of Egg Harbor Township.

Response: Lamont H. Czar, P.E., registered with the State of New Jersey as a licensed professional engineer.

Commission: He then provided Czar with a boiler-plate set of Tremco technical specifications, which formed the basis for the project specifications calling for Tremco materials to the exclusion of all others.

Response: Tremco provided this office with a sample technical specification for Built-up Bituminous Roofing. We developed our own technical specification which, in keeping with our signed agreement with Tremco that "for public bidding purposes, construction documents must specify the best products for the application but will include 'or equal' clauses and performance criteria", clearly stated that the built-up roofing material would be provided by Tremco *or an approved equal*.

Our specifications further stated, both in the bidding and contract requirements and the built-up roofing technical section, that "whenever a material, article or item of equipment is identified on the Drawings or in the Specifications by reference to Manufacturer's name, trade name, catalog number, etc., it is intended to establish a standard, and any material, article, or item of equipment of other Manufacturers which will perform equally the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval. Otherwise, the successful Bidder will provide all materials, equipment and work as per the Drawings and Specifications."

In no way did our specifications exclude other materials and were composed in full agreement with public contract law.

July 5, 2000

Commission: Technical hurdles inserted throughout the document ensured that no substitutions of alternate equivalent materials would be possible.

Response: Our specification contained no such hurdles nor did the Commission reference any language or clauses from the contract documents that constitute such "technical hurdles." The substitution requirements were clearly spelled out in the built-up roofing technical specification, the general conditions of the contract and throughout the body of the specification. Ample time was allotted for submission of alternate materials, review of same and issuance of acceptance to all the prospective bidders. In fact, the bidders (as evidenced by the prior response) were openly invited and encouraged to submit substitutions. Many other manufacturers were and still are capable of providing any and all comparable materials that, had they been submitted, would have been accepted.

Commission: Under the terms of his contract, Czar was to be paid a fee of \$5,000 by Tremco for preparing the requisite sealed plans.

Response: Under the terms of our contract with Tremco, "our engineering services would include a thorough visual inspection and survey of the roof to identify and document existing roofing, flashing and penetration conditions. Review of test cut and infrared scan information supplied by the Client, and all existing plans, specifications and reports by others to serve as a data base. We would then design the roofing system, prepare construction plans and the Bidding and Contractor Requirements for this work, we would require a lump sum fee (from Tremco) of \$5000."

Commission: In an unusual twist, Czar never received any payment directly from Tremco. Instead, he received the fee in three installments from J. Wilhelm Roofing Co., of Vineland, which had secured the installation contract.

Response: It is not unusual (unfortunate but not unusual) to not receive payment from a client. After repeated attempts to secure payment from Tremco, directed both at Mr. Maier and Tremco Corporate headquarters, we received an unsolicited payment from J. Wilhelm Roofing. Third party payment is, again, not unusual nor illegal when working for a private entity. Wilhelm Roofing purchased materials from Tremco, the price of which we assumed included an overhead expense for engineering. Instead of paying the full amount to Tremco, we again assumed Wilhelm expedited our payment by sending us a check directly. This was fully documented with our correspondence to Mr. Maier notifying him that we had received payment from Wilhelm but that we "assumed this was done to save administration time and expense."

McDONALD, ROGERS & RIZZOLO

COUNSELLORS AT LAW

181 WEST HIGH STREET

SOMERVILLE, NEW JERSEY 08876

**MICHAEL J. ROGERS
JOHN F. McDONALD
STANLEY F. RIZZOLO**

(908) 722-4100
TELECOPIER (908) 722-7532
EMAIL: WWW.MRRLAWFIRM.COM

July 12, 2000

VIA HAND DELIVERY

Charlotte K. Gaal, Esq.
State of New Jersey
Commission of Investigation
28 West State Street
10th Floor
Trenton, NJ 08625

RECEIVED
2000 JUL 12 PM 2:37
STATE COMMISSION OF
INVESTIGATION

Re: Jackson Roofing Co., Inc. and Joseph D. Gonnella
Notice of Proposed Report

Dear Ms. Gaal:

Pursuant to your letter dated June 23, 2000, enclosed please find original Written Response of Joseph D. Gonnella and Request for Materials to be Deleted From the Report.

Should you have any questions or require additional information, please feel free to contact me.

Very truly yours,



Michael J. Rogers

MJR:bel
Enclosure
99-5429

cc Steven B. Lieberman, Esq. (w/enc)
Mr. Joseph D. Gonnella (w/enc)

**WRITTEN RESPONSE OF JOSEPH D. GONNELLA AND
REQUEST FOR MATERIALS TO BE DELETED FROM THE REPORT**

Joseph D. Gonnella firmly denies any violation or intent to violate any of the criminal laws of the State of New Jersey of the United States of America. Insofar as relevant, Joseph D. Gonnella incorporates the written response of Joseph Conzola and Jackson Roofing Co., Inc.

In its report, the State Commission of Investigation states that Joseph D. Gonnella, Jackson's General Manager, invoked his Constitutional privilege against self-incrimination when questioned about the firm's labor practices. Later in the report, it is stated that officials of Jackson Roofing refused to respond to questions citing the Constitutional privilege against self-incrimination.

The report fails to note that Joseph D. Gonnella testified on October 28, 1999, and answered hundreds of questions concerning the roofing industry and practices in the public sector. The invocation of the privilege against self-incrimination at the SCI public hearing was narrow and limited to very specific areas concerning allegations of wage and hour violations. It is the Constitutional right of Mr. Gonnella to invoke the privilege. The SCI conveniently limited its questioning solely to areas where it knew the privilege would be invoked. The Commission neglected to include in its report or inform the public of the hours of testimony given by Mr. Gonnella on the practices in the roofing industry and how such practices impact the public sector.

Accordingly, any reference to Mr. Gonnella's invocation of his Fifth Amendment privilege against self-incrimination should be deleted from the report. It is common knowledge in the legal community, and perhaps even beyond the legal community, that

no adverse inference may be drawn from someone's assertion of the Fifth Amendment privilege against self-incrimination. In a criminal case, it may not even be mentioned by a prosecutor or a Judge. The inclusion of these statements in the report are meant to cast aspersions on the character, integrity, and credibility of Mr. Gonnella, when the Commission well knows that this is completely improper.

RECEIVED

2000 JUL 12 AM 10:59

STATE COMMISSION OF
INVESTIGATION

Regional Office: 800-628-7501
Voicemail: 800-851-4090
Home Office: 609-953-1457

William T. Maier
Architectural Representative

July 7, 2000

Charlotte K. Gaal, Esquire
State of New Jersey
Commission of Investigation
Post Office Box 045
Trenton, NJ 08625

Re: William T. Maier/Notice of Proposed Report

Dear Ms. Gaal:

This letter will serve as the written response to the letter sent to me pursuant to Section 8 of P.L. 1996, c. 44.

With regard to that portion of the text entitled "ROOFING PROJECT SUMMARIES", Maple Shade Township School District, your report should include the following:

The specifications for the Maple Shade School District were prepared by and signed by Lamont H. Czar. No technical hurdles were inserted in those specifications to prevent a bidder from substituting alternate equivalent materials. It is the decision of the School Board and the School Board's engineer what shall be included in its specifications. At the Commission's public hearing on December 15, 1999, Mr. Marinoff testified as follows.

" I don't know the total outcome of what your recommendation are going to be, but if there are things that are inadequate, like kickbacks, or things going on between contractors and engineers that we have no knowledge of, you know, those are things I hope that you will uncover, because I don't want to see them driving up the cost of roofing projects. But from where I stand, I really don't have any knowledge of anything like that occurring.

I do, though, want to see the process enable us to be able to get the best quality roofing projects. And, as other people have testified, with the particular systems that we've used, specifically Tremco, we have had very good experience and track record, not only with the product, but with the service.

I know it was originally stated in one of the opening comments about districts being hooked into service and consultants and, by no means, in Maple Shade, were we ever hooked into a consultant coming to us. In fact, we reached out to the Tremco people because it was recommended to us by a former boss of mine, that if you want to have a quality roofing system, these are the people that can do that for you, and that they should be consulted.

Charlotte K. Gaal, Esquire

July 7, 2000

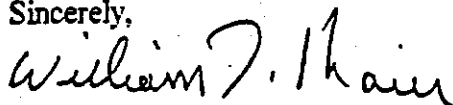
Page 2

So, we reached out to them, especially in Maple Shade, where we had a history of roofing failures before that time, where a new high school was built and, almost immediately, the roof failed and had to be completely replaced. So, a very important issue in Maple Shade, and our Board of Education didn't want to mess around with, you know, inferior products and inferior service. And they certainly were willing to -- you know, if you use the phrase, you pay a little bit more, not to be extorted, but, you know, pay something for a good quality product is certainly worth it. In my 15 years of being in Maple Shade, you know, our roofing problems have been very minimal as a result of the process that we've been following."

Ms. Gaal: Well, if you could save, save 25 or 30 percent, would you consider that worth considering or -

Mr. Marinoff: Yes, I would, especially when you're talking about millions of dollars in roofing projects, certainly, if we could provide ourselves with the same quality. But that's the issue, making sure that we can provide ourselves with the same quality product and service.

Sincerely,



William T. Maier

Tremco Representative

RAND, ALGEIER, TOSTI & WOODRUFF

ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION
60 WASHINGTON STREET

MORRISTOWN, NEW JERSEY 07960
TELEPHONE (973) 539-2600
TELECOPIER (973) 964-0430

July 11, 2000
VIA FACSIMILE
609-633-7366

GARY C. ALGEIER
DAVID B. RAND
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Charlotte K. Gaal, Esq.
State of New Jersey
Commission of Investigation
28 West State Street
P.O. Box 045
Trenton, New Jersey 08625-0045

RECEIVED
2000 JUL 13 PM 12:04
STATE COMMISSION OF
INVESTIGATION

Re: School District of the Chathams

Dear Ms. Gaal:

Please consider this correspondence my response to the "proposed report" or portions thereof, which name me personally, which is now in draft form and is intended to be issued by the New Jersey Commission Investigation ("Commission").

Initially, I wish to note that throughout the period in question, I have served as counsel for the School District of the Chathams. I am familiar with the 1999 roofing project in the sum of \$262,000 which was designed to replace a major portion of the roof at the Chatham Middle School.

I am also familiar with the procurement practices of the District in regard to construction projects as well as the procurement of other goods and services which are covered by the Local School Contract Act.

I have also been privy to those portions of the draft report which refer to Mr. Vincent Yaniro, School Business Official for Chatham, and which makes reference to two (2) roofing projects conducted by the School District; one in 1998 and another in 1999.

1998 Project

In 1998, the School District of the Chathams ("Chatham") sought to replace a relatively small portion of the roof at Chatham High

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School which had failed. While not part of the draft report, it is clear that the school had had a very negative experience in prior years with "single-ply" roofing systems. Mr. Yaniro and Mr. Alfred Goss (District Director of Facilities) were concerned about securing a cost effective and reliable roofing system. Following a number of inquiries and attendance at a number of seminars and meetings, Mr. Goss reported to Mr. Yaniro that there existed a form of roofing method in the industry which utilized a "cold-applied" conventional roofing method involving the construction of roof-plys imbedded in cold-applied adhesive. A number of school districts had utilized the system with positive reports. Mr. Goss believed that this system could benefit Chatham and in consultation with Mr. Yaniro, it was determined to contact the manufacturer of the roofing system for the purpose of soliciting information.

It should be noted that throughout all relevant periods in time, Tremco manufactured a cold-applied system and also possessed a patent for the cold-applied insulation adhesive utilized within the system (Patent #5,008,311 secured April 16, 1991). The adhesive material used in the system is a material component to the overall system.

Mr. Yaniro, upon contacting Tremco with authorization and approval of his Board of Education, retained the services of Tremco to "survey" various roofs maintained by the School District. An inspection was conducted, and a payment was made to Tremco in the amount of \$5,000.

Thereafter, operating directly and without the services of an architect or engineer, a specification was prepared by Tremco for the replacement of a small portion of the high school roof.

Mr. Yaniro is criticized, by implication, in the draft report for the failure to utilize a licensed architect or engineer in connection with the preparation of these specifications. A review of the provisions of the New Jersey Local Public Contracts and Bid Law, N.J.S.A. 18A:18A-1, et seq., will reveal no specific requirement mandating the use of an architect or engineer in any particular project. Indeed, the source of such a "principle" apparently lies in the general provisions of N.J.S.A. 45:8-41, which talks to the generic requirement that all political subdivisions of the state

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"...shall engage in the design, construction or maintenance of any public work involving professional engineering..." except when such public work has been designed or supervised by a licensed professional engineer or registered architect.

Mr. Yaniro had a good faith belief at the time of the 1998 project that the form of the work being relatively small in scope would not require the services of a licensed architect or professional engineer. He, in good faith, believed that the School District facilities personnel themselves could develop a specification "in-house" to call for a cold-applied conventional system which would be adequate and meet the law.

While it may be debatable whether any particular work falls within the scope of the foregoing statute (requiring the use of licensed architects or engineers), the School District of the Chathams now recognizes and is much more sensitive to the need for such professional advice in connection with roofing projects of the type noted in the report.

Nevertheless, Tremco did provide a component of the specifications relating to the technical aspects of the work. All other aspects of the specifications were prepared by Mr. Yaniro in consultation with Mr. Goss based upon their expertise as certified school officials and professionals.

In fact, there were approximately six (6) bidders who responded to the specifications. The low bidder was Laumar Roofing Company, which submitted a bid for \$94,000. There were no objections made by any third party to the process at that time. The project was constructed within the time period of the specifications and for the cost of the bid. The work was performed satisfactorily. The roof is presently successfully in place and is fully guaranteed by Tremco.

1999 Project

In 1999, the Board proceeded with a larger project to replace a major portion of the Chatham Middle School. At this time, I as counsel was asked to become involved because the Board asked for formal specifications to be prepared by its architects, Jordan &

RAND. ALGEIER, TOSTI & WOODRUFF

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Pease. A question existed in my mind as counsel as to whether it was appropriate or legal for the Board of Education to require in the specifications the "Tremco project or equal" in view of several concerns. I was informed that Tremco incorporated in its project "patented" or proprietary components which made its product "unique." I was also informed that the product itself involved a "cold-applied" system which was very beneficial to the Board in that the cold-applied system was substantially solvent-free and advantageous in that it allowed for the application of the roofing in a manner which would be conducive to the health, safety and welfare of persons who might be present at the site of the building at the time of the installation.

As counsel, I contact representatives of Tremco and also engaged in an independent analysis to determine the validity and extent of patents which Tremco might possess in connection with its system. I learned that Tremco did, indeed, possess a patent for the cold-applied insulation adhesive utilized in this system (Patent #5,000,000-5,008311, secured on April 16, 1991, and which was currently in effect).

At the time the Board was considering utilizing the Tremco system for the Middle School roof, N.J.S.A. 18A:18A-15(d) was in effect. This law prohibits the use of any "brand name" but does allow, "brand name or equivalent" if the materials to be supplied "...are patented" and in the resolution authorizing the purchase, the special need for such patented or copyrighted supplies is recited and is noted to be directly related to the performance, completion or undertaking for which the contract is made.

The specifications prepared by Chatham's architect, Jordan and Pease, clearly allowed for substitution of other types of "cold-applied" roofing systems which would be equivalent to that manufactured by Tremco. Indeed, reference to the American Society of Roofing Manufacturers ("ASRM") notes that cold-applied built-up roofing is an accepted and acknowledged method of roofing. There is absolutely no basis to suggest that the Board selection of the cold-applied system was done improperly or in the spirit of "steering" the work to any particular manufacturer or contractor.

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There was no "independent" roofing consultant engaged in the project, nor is there any suggestion of any improper payment made by any manufacturer or contractor.

The specifications were, in fact, prepared and required a cold-applied system. The specifications did utilize Tremco as a "base" for technical compliance. However, the specifications also clearly allowed for the substitution of "equivalent" systems manufactured by other companies and sold under other brand names.

A number of bidders submitted proposals on this roof. Three proposals submitted proposals, Jackson Roofing; Strober & Sons Roofing and Laumar Roofing. Laumar ultimately was awarded the contract as the low bidder after consideration was given to certain deduct alternates which were selected by the Board.

In the proposed draft it is suggested that Board acting under Mr. Yaniro's suggestion "emulated" the actions of another district, in this case Princeton, in adopting a resolution explicitly calling for "Tremco products." This is simply a misstatement of fact. The resolution in question was adopted after the receipt of bids and was focused on the award of the contract to Laumar Roofing. The resolution specifically noted that an "approved equal" was allowed in the specs and that Tremco was not the exclusive manufacturer which could conceivably be approved. The Board was looking for a "cold-applied" system which would be fully warranted in accordance with the requirements of the specifications.

The resolution actually adopted by the Board merely recognizes the advantageousness of the cold-applied system and recognized that it was, in fact, patented by Tremco at least in part, (i.e., the adhesive component).

It is true that in early June, 1999, the Board was contracted by E.R. Barrett, Inc. which sought approval to bid a hot-applied asphalt system. This system is materially different from that specified, and consequently, the request for substitution was rejected. Barrett did not elect to challenge this decision by bringing litigation.

RAND, ALGEIER, TOSTI & WOODRUFF
State of New Jersey
Commission of Investigation
July 11, 2000
Page 6

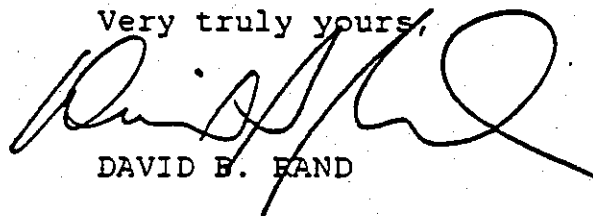
Throughout the development of the 1999 specifications, I was involved as counsel. I was satisfied and expressed my opinions to the Board that the form of the specifications as well as the award to Laumar was legal and within the discretionary power of the Board to select a particular type of roofing. There is an implication in the draft report that the firm of Jordan & Pease was "compelled" to spec a cold-applied system. I discussed this matter with David Pease, a principal of the firm, and have been informed by him that while he was aware of the Board's preference for a cold-applied system, he and his firm prepared the specifications properly and appropriately and in the discharge of their discretion as architects. They had experience with cold applied roofs and were in agreement with the District's concept in using such a roof system. Architects will meet with clients to discuss preferences of clients in connection with specific matters. Mr. Pease takes complete responsibility for the specifications as I take complete responsibility for my legal opinion regarding the appropriateness of awarding this matter to Laumar Roofing.

In fact, the project was completed within the budget and contract amount within the time, was signed off by the architect and is currently successfully serving to provide waterproofing for the building in question.

Any criticisms of the Board of Education, Mr. Yaniro or myself in this report are misplaced and represent a fundamental lack of understanding of the facts and circumstances as they applied with regard to Chatham's award of the 1999 contract. In fact, it appears that all references to the Chatham project should be deleted since the facts do not support the general contention of the investigation.

Failing that, please incorporate my comments in your final report.

Very truly yours,



DAVID B. RAND

DBR:nd

cc: School District of the Chathams

THOMAS C. RIENZI, RA

ARCHITECTS / ROOFING CONSULTANTS

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July 11, 2000

Charlotte K. Gaal
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Commission of Investigation
PO Box 045
Trenton, NJ 08625-0045

RECEIVED
2000 JUL 13 PM 12:05
STATE COMMISSION OF
INVESTIGATION

Re: Release # 00-06-021
Beneath the Surface: The Real Roof/Spec Design

Dear Ms. Gaal:

On June 27, 2000, I picked up the information issued by your office dated 6/23/00, from Mr. Sweerus regarding Roof/Spec Design. Although I do not have any objections to the one page, without the entire brief I was left with a few concerns. If I am to understand the letter completely, it would appear that the SCI has found that my testimony was indeed true and was confirmed by Mr. Abramowitz in his statement that he himself had no knowledge of any involvement between myself and Roof/Spec Design in any capacity.

If this is correct, no further correspondence from you is required. However, if you have any questions or require additional information, do not hesitate to call.

Very truly yours,


Thomas C. Rienzi, RA

Charlotte K. Gaal
NJ Commission of Investigation
PO Box 045
Trenton, NJ 08625-0045

John R. Suarez
61 Boltin Street
Edison, NJ 08817

RECEIVED

2000 JUL 10 AM 10:58

STATE COMMISSION OF
INVESTIGATION

Date: July 5, 2000
Date received: June 23, 2000
Re: Roofing Project Summaries

Dear Charlotte K. Gaal

I have found omissions and errors in the typed text concerning my testimony. The corrections are based on more time to recall the events of more than a year past and my notes taken during the testimony and in my car directly after my testimony.

Line 1- I was employed from JULY 1997 and August 98 but only worked to June 11.

Line 3- I also said that I procured 3 quotes for this service, following State purchasing guidelines.

Line 10- My recollection confirms that Saltzgueber and I discussed this on 2 occasions: during our first meeting at my office and my inquiry to Saltzgueber in regard to the blueprints for code submission. Saltzgueber told me that his company used an architect that certified all drawings.

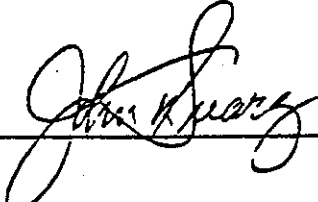
Line 15-17 I shared prior year specification with Saltzgueber and problems resulting from prior installs and discussed alternative measures to eliminate those spec defects. During these discussions I always stressed the "or equal" part of the law must be included in the specification. How you determined that I never discussed materials is puzzling because the spec changed thru addendum after a review with the township of Piscataway code officials. I ordered the spec changes from a rolled roof to a cold tar pitch type.

Relevant omitted testimony includes: In roof pitch discussions with the township code officials Saltzgueber took roof elevations of roof pitch on relevant project and prior year roof project (ARMM). The results dictated a change in spec for the current project and revealed roof pitch code installation shortcomings. I reported this installation deficiency to both Dan Saragnese (Board of Eds Business Administrator) and the township and neither wanted to pursue action against ARMM (prior consultant / inspector). THAT IS Document WASTE & ABUSE!!

Line 18 There was a contract signed by Saragnese and Saltzgueber.

Line 20 I testified that I knew I had left plans in place for close district monitoring of this project by Don Ippolito and Charlie H. What happened after I left was not in my control. But 2 district employees Don and Charlie were both on the roof with Saltzgueber and I as we discussed plans and specs for the project.

cc. James J Morley, Executive Director



John R. Suarez

PAUL K. TIAJOLLOFF, ARCHITECT
402 MAIN STREET, BOONTON, NEW JERSEY 07005 TEL. 973-402-0277 FAX 973-402-0811

2000 JUL -7 AM 11:02

July 6, 2000

STATE COMMISSION OF
INVESTIGATION

Ms. Charlotte K. Gaal, Counsel
State of New Jersey
Commission of Investigation
PO Box 045
Trenton, NJ 08625-0045

RE: Notice of Proposed Report

Dear Ms. Gaal,

I am in receipt of your letter dated June 22, 2000 as was received in this office on June 23, 2000. I appreciate the opportunity to provide a written response to the excerpts that were provided me. I would like to address five points of clarification.

Item #1 On page two of the summaries it says, "A review of the specifications showed that they favored premium-priced Hickman products to the exclusion of materials of equal quality available from other suppliers and/or manufacturers."

Response: The specifications were written so as to use the Hickman product as a basis for bidding. Every product specification contained the clause "or equal". There was no attempt to exclude any product material of equal quality. As indicated in my testimony, I believed that both Tremco and Johns Manville had products of equal value that matched the specification. Further study on my part revealed that the Garland Company also carries a similar modified bitumen product. None of these companies saw fit to suggest that their products be listed as an equal. Additionally, the specifications allow for a substitution of product even after the bids are received.

Item #2 The next sentence states, "Both Clover and Tiajolloff said they were unaware at the time that the specifications were proprietary and riddled with technical hurdles to competition."

Response: It was and is not the firm's intent to hinder competition. At no time did we believe that the specifications were proprietary or that they presented technical hurdles. As previously stated, Tremco, Johns Manville and Garland Company could have matched the specification. Most suppliers have independent testing results as to the "or equal" requirements on hand and can be supplied within the bidding time periods.

Paul K. Tiajolloff, AIA, PP
NJ License No. AI 10371
NY License No. 026124

Item #3 On page 2 it states, "Tiajloff also said he was unaware that the specifications contained an unusual clause designed to shield the project's architect—in this case, himself—against potential legal action if something went wrong."

Response: Until this matter came under review I did not grasp the full implications of the manufacturer's indemnity clause specification. As I indicated in my testimony, in retrospect and further review of the issue, I would not have included this clause in the specifications because it could have been misinterpreted. I also testified under oath that I would not have denied anyone's product based on the inability to provide the same service.

Item #5 "Thomas Lee Smith of TL Smith Consulting Inc of Rockton, Illinois, said his evaluation revealed that "no [system] requirements for fire or wind resistance are specified. Therefore it is unclear if the roof system complies with code requirements."

Response: As regards fire resistance, the BOCA Building Code Section 1506.1.1 allows a Class A designation in all types of construction. The manufacturers submitted specifications indicate that the materials used pass Class A, ASTM E 108 and UL 790 tests.

As regards wind resistance Section 1609.0 of the BOCA Building Code requires a calculated windforce resistance. The method of mechanically fastening the insulation exceeds the requirement. Additionally it should be noted that the system on the roof is not only mechanically fastened but also fully adhered and then ballasted with gravel.

Ms. C. Gaal

-3-

July 6, 2000

Item #6 The next sentence states, "In reference to the system's supporting substructure, Smith noted that "there is inadequate guidance given in the project manual regarding where the deck is to be replaced, or in lieu of that, how it is determined if the deck needs to be replaced."

Response: Our Specification "3.5 Deck Repairs" called for the contractor to remove any defective decking. If any subpurlins are rusted, they are to be replaced. Any holes in excess of 3" in diameter were to be reported to the architect. It remains the responsibility of the contractor to verify deck quality and acceptability. Any questions were to be referred to the architect. As this case turned out, however, a previous application coated the deck with asphalt thereby providing water protection to the deck. The deck was found to be in good condition and no areas were replaced.

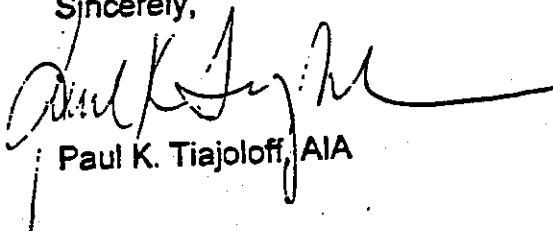
Item #7 "Finally, Smith examined the project in relation to energy efficiency and found that because "the roof is lightly insulated...the owner will have unnecessarily high energy consumption bills.

Response: The existing deck was essentially level and the BOCA Building Code Section 1507.5 requires a 1/4" vertical per 12" horizontal of slope. Therefore, tapered insulation was installed. There is a range of insulation thicknesses from 2" at the center drains to upward of 10" at the edges. This offers an R-value range of 11 at the low spots to 55.6 in high areas. The average R-value for the insulation is therefore in the area of 33. This well exceeds the R-value requirements of R-13. The actual R-value is higher than 33 when considering the entire roof system that includes the deck, air spaces and ceiling tiles.

Conclusion

In closing, I would like to thank you for this opportunity to respond to the above items and I am appreciative to the commission for their assistance with our consistent and ongoing efforts to improve our documents so that they serve our clients to the fullest.

Sincerely,



Paul K. Tiajolloff, AIA



SCHOOL DISTRICT OF THE CHATHAMS

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(973) 701-0366 FAX

RECEIVED

2000 JUL 10 AM 10:57

VINCENT D. YANIRO
ASSISTANT SUPERINTENDENT
BUSINESS / BOARD SECRETARY

ST. COMMISSION OF
INVESTIGATION

July 7, 2000

Ms. Charlotte K. Gaal
Counsel
State of New Jersey
Commission of Investigation
P.O. Box 045
Trenton, NJ 08625-0045

Dear Ms. Gaal:

The following is in response to a proposed report issued by the State Commission of Investigation. We would like to review the history of our association with Tremco and demonstrate that the roof replacement projects cited in the report were designed to produce a quality project at a reasonable cost. We were less than satisfied with the results of roof replacement projects in 1996 and 1997. In the spring of 1998 our Director of Buildings and Grounds attended a meeting of other directors and was told of their satisfaction with the use of Tremco roofing materials. We contacted a number of school districts who used Tremco and were very satisfied with the results. One of the reasons we preferred Tremco was that it is a cold tar application as opposed to the typical hot tar application which produces far more fumes that causes health concerns. Specifications called for Tremco materials or an equivalent cold applied system. We were interested in a roof system that would incorporate one guarantee for the insulation, membrane, flashing and sheet metal. The low bid for the 14,589 square foot job was \$94,000 which is \$6.44 per square foot. The contractor did a very good job and we are pleased with the results.

The next priority roof project was to replace a major portion of the Middle School roof. Due to the size of this job the Tremco representative informed us that some contractors who only offer a hot tar application may complain that they are not able to bid due to the cold tar application specifications. He gave us a resolution that another school district had passed when approving the bids for a Tremco roof replacement project. This information and the resolution were passed onto our attorney and architect. After a thorough review of the documentation, our attorney determined that a major component of the Tremco product was patented and thus the law permits the preparation of proprietary specifications. However, he also determined that the cold tar application is not really proprietary since there are other manufacturers that also supply materials of this nature. As a result, our attorney prepared a resolution, which was considerably different from the resolution offered by Tremco, indicating why we were specifying the Tremco system, the fact that we would accept a substitute manufacturer provided it is a cold tar application, and noting the specific patent number of the Tremco product.

In both jobs the Tremco representative supplied us with the technical specifications. In almost all cases technical specifications are supplied by the manufacturer, which is permitted by law. Our architect modifies the specifications to suit our particular job. The architect and I rewrote the specifications incorporating the technical data provided by Tremco. The job was put out to bid and the low bid was

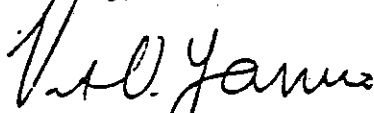
accepted at \$262,000 for the 24,641 square foot roof. This represents a \$10.63 per square foot cost. This was higher than the High School job due to additional work that had to be done on the fascia, flashings and drains and additional insulation needed. Once again we were pleased with the final product. Our architect has informed us that a job of this nature costs typically in the \$10 to \$11 range. Both of these projects called for a complete roof tear-off and the installation of a new built-up roof. We believe the cost of the Middle School roof is particularly reasonable considering the extra work that had to be done.

It is incumbent upon me as a school business administrator to ensure that each roof project, or any project for that matter, is performed well and at a reasonable cost. When we experience poor workmanship and/or poor materials we suffer with continued roof leaks which impede the educational process. It is always our goal to secure a quality project at a reasonable cost. Tremco provided us with a superior product, a comprehensive warranty, reliable service, and excellent workmanship, all at a very reasonable cost.

I have several specific objections to the tone and content of the proposed report. Rather than "direct" the architect as the report states, there was a discussion of the merits of a Tremco or cold-applied roof. The architect had previous experience with such roofs and agreed with the school district's concept of using such a roof.

Further, the last 2 sentences of the excerpt of the report involving me are grossly misleading. Our specifications allowed for other cold-applied systems to be utilized. As I testified at the public hearing, we determined that "there were other cold-applied applications throughout the country that could bid." (Pages 30-31.) Our specifications were, therefore, sufficiently open-ended to allow competitive bidding.

Sincerely,



Vincent D. Yaniro
Assistant Superintendent for
Business/Board Secretary

