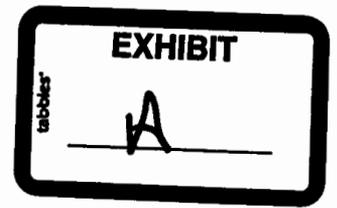


EXHIBIT A



IN THE COURT OF CLAIMS OF OHIO

TRANSAMERICA BUILDING COMPANY, INC.,	:	Case No. 2013-00349
	:	
Plaintiff,	:	Judge McGrath
	:	
v.	:	Referee Wampler
	:	
OHIO SCHOOL FACILITIES COMMISSION, nka Ohio Facilities Construction Commission,	:	
	:	
Defendant.	:	

AFFIDAVIT OF WILLIAM KONIEWICH
IN SUPPORT OF TRANSAMERICA BUILDING COMPANY, INC.'S
MEMORANDUM IN OPPOSITION

State of Ohio :
: SS
County of Franklin :

Upon being first duly sworn and cautioned, I, William Koniewich, state that I have personal knowledge of the facts set forth below:

1. I am the President of TransAmerica Building Company, Inc. ("TransAmerica").
2. I have personal knowledge of the events that led to this dispute between TransAmerica and the OSFC.
3. The Project involved the construction of twelve (12) dormitories that were wood framed and closely resembled separate residential structures.
4. The construction of the dormitories was part of the overall Campus Project that included the construction of two separate academic buildings and the campus wide packages.

5. The academic buildings and campus wide packages were separately bid packages awarded to other contractors a substantial period of time after the dormitory packages were awarded.

6. TransAmerica submitted its bid on October 28, 2010 in the amount of \$3,975,000 and was awarded the contract in the same amount only after the low bidder withdrew.

7. TransAmerica's bid was just under 2% of the published budget and within 5.6% of the next highest (third) bidder

8. TransAmerica was issued its Notice to Proceed on December 10, 2010, where a 13-month construction duration was expected with completion occurring in January 2012.

9. Construction was not complete as of August 2012 for reasons beyond TransAmerica's control.

10. The Project was "designed on the fly" as construction was on-going.

11. Recognizing that the plans at bid time were not full and accurate, both the Project Architect ("SHP"), and LL made multiple representations that an updated set of construction plans would be provided.

12. A complete construction set was later created and used to obtain approvals from the Department of Industrial Compliance ("DIC"), but that same complete construction set was never provided to TransAmerica during construction.

13. After receiving the initial approval to start foundations and the shell, SHP (and its consultant) took five months to provide its initial response to DIC's comments and two years to obtain full plan approval for the dormitories.

14. The Project finished over six months behind schedule.

15. TransAmerica had not even mobilized to the site when it provided its initial February 17, 2011 letter.

16. By way of the February 17, 2011 letter, TransAmerica was simply putting the OSFC on notice that the previously promised updated set of construction drawings had not been provided.

17. TransAmerica understood LL's March 1, 2011 letter to mean that the issues raised in the February 17, 2011 letter would be addressed once the updated drawings were issued and reviewed.

18. The updated drawings were not provided to TransAmerica on March 1, 2011 or at any point during construction.

19. Without the updated drawings and prior to starting actual construction, any additional costs or impacts had not accrued on February 17, 2011.

20. TransAmerica provided multiple notices regarding the failure to provide an updated set of construction drawings, beginning with the February 17, 2011 letter.

21. When it became apparent that the updated set of drawings was never going to be provided and much of the rough framing was already constructed, TransAmerica issued its Certified Claim on March 8, 2012 when it was finally able to identify, at least in part, its damages.

22. TransAmerica provided its March 8, 2012 Certified Claim four (4) months before SHP obtained the complete approval from the plans examiner and five (5) months before the occupancy permit was issued.

23. Upon providing its March 8, 2012 Certified Claim, TransAmerica provided 445 documents during the next couple of months, including its bid and job cost report.

24. A jobsite resolution meeting was eventually held on July 19, 2012.

25. While GC 8.8.4 requires that LL was to issue its recommendation within 14 days of the meeting, it took LL 48 days to release its September 5, 2012 recommendation where it rejected all of TransAmerica's claims.

26. In response, TransAmerica appealed that recommendation on September 18, 2012 in accordance with GC 8.9.1 and then provided a Supplemental Certified Claim on November 7, 2012.

27. Thereafter, counsel for TransAmerica and the OSFC proceeded towards mediation in lieu of the remaining Article 8 steps.

28. Through its conduct and as it made clear in writing, the OSFC agreed to extend the thirty (30) day period on at least two occasions.

29. The first occurred on March 1, 2011, when the OSFC, through LL, promised to provide TransAmerica with a complete set of buildable construction plans.

30. It is important to note that LL directed and expected most of these changes to be constructed before a change order was issued and executed. This course of conduct is demonstrated by Change Orders 25 and 26, which were executed by the OSFC in December, 2011, months after the work was completed in August. TransAmerica made it known that its pricing components included nothing for the time related impacts of these changes. TransAmerica expressly noted that its request for the time related impacts of these changes had not been resolved.

31. On multiple occasions, the OSFC waived rights it may have under the Contract, including the rights contained in the Article 8.

32. The OSFC paid the delay costs of two other prime contractors when neither contractor submitted a certified claim, let alone within the thirty (30) day time period.

33. TransAmerica's claims for fraud and fraudulent inducement are based on the OSFC and its agents' false and material representations to TransAmerica concerning the state of the plans and specifications, and the status of building permit as part of the bidding process and throughout the Project.

34. By putting the Project out for bid, OSFC was representing that the plans and specifications were complete, accurate and constructable pursuant to R.C. §153.01 when the OSFC and its agents knew, or should have known, otherwise.

35. During an eight month period, the OSFC, through its consultants, repeatedly represented or promised that an updated and coordinated set of plans would be provided to TransAmerica but never provided an updated and coordinated set of plans to TransAmerica and instead withheld those plans due to concerns it would create additional confusion and costs.

36. TransAmerica provided a 96 page expert report authored by one of its experts, Don McCarthy, that explains in detail the delays and disruptions to TransAmerica's work. Additionally, that report explains how those delays and disruptions caused TransAmerica to incur substantial damages.

37. With respect to the causal link between the Project events and TransAmerica damages, that link is first established through TransAmerica's loss of productivity for its rough framing, which was based on the "measured mile" method and further explained in Mr. McCarthy's report.

38. A second link is established where TransAmerica calculated its time-based costs due to the fact it was on the Project six months after the forecasted finish of February 14, 2012.

39. TransAmerica attributes much of that delay to the work that was still on-going in the dorms by other prime contractors, notably for the campus wide packages that included fire alarm and casework related work.

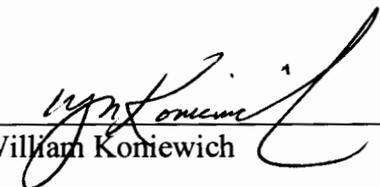
40. Multiple prime contractors were in the dormitories during the punchlist process and contributed to TransAmerica being on the Project for an additional six months.

41. Mr. McCarthy's report, which was the subject of his deposition, first explains the factors that caused the Project delays and then goes on to calculate TransAmerica's damages based on contemporaneous project information.

42. The Project correspondence referenced as exhibits in TransAmerica's Memorandum In Opposition are true and accurate copies of the documents as located in the Project record and are hereby incorporated into this Affidavit.

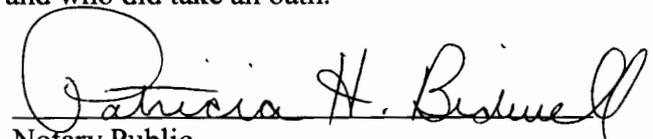
43. Exhibit Y referenced in TransAmerica's Memorandum in Opposition, is a true and accurate copy of the January 17, 2014 Expert Report authored by Don McCarthy, which identifies the delays and disruptions to TransAmerica and the corresponding damages arising from its claim.

FURTHER AFFIANT SAYETH NAUGHT



William Koniewich

The foregoing affidavit was acknowledged before me this 14 day of May, 2014, by William Koniewich, who is personally known to me and who did take an oath.



Notary Public
My commission expires: 8-23-2015

 PATRICIA H. BIDWELL
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
August 23, 2015

EXHIBIT B

CERTIFICATION OF RECORD

I, William Koniewich, President of TransAmerica Building Company, Inc. ("TransAmerica"), certify that the attached document, the December 29, 2010 Email from Joe Rice with Lend Lease, is a true and accurate copy of that email as it appears in the project files for the Ohio School for the Deaf and Ohio State School for the Blind construction Project.



William Koniewich

From: Rice, Joe <Joe.Rice@bovislendlease.com>
Sent: Wednesday, December 29, 2010 3:50 PM
To: Keith, Clayton <Clayton.Keith@bovislendlease.com>
Cc: Kirlangitis, Karin <Karin.Kirlangitis@bovislendlease.com>;
Pattillo, Patrick <Patrick.Pattillo@bovislendlease.com>; LeMar,
Lisa <Lisa.LeMar@bovislendlease.com>
Subject: New drawings

Clay,

Although I find the mistakes in these new drawings amusing it's a complete waste of my time to continue. Title blocks are changed, incorrect delta numbers being used, few if any changes clouded and on page A106 half of drawing is missing. If GBCI audits our paper usage for printing these useless drawings we'll never be LEED certified. At this rate we'll have to plant a forest to make up for the senseless killing of trees to print this garbage. Just to make sure you understand how I really feel about these drawings I would like to request that no additional drawings are allowed to be produced or issued for this project. Berardi needs to answer the RFI's with sketches and stop creating more work for us with this useless trash.

Happy New Year!!!

Joe Rice | Superintendent | Bovis Lend Lease, Inc.
T 614-621-4148 F 614-621-4149 | W www.bovislendlease.com
111 West Rich St. Suite 280 Columbus Oh. 43215

joe.rice@bovislendlease.com

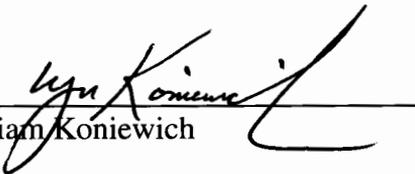


LL022814-0000256

EXHIBIT C

CERTIFICATION OF RECORD

I, William Koniewich, President of TransAmerica Building Company, Inc. ("TransAmerica"), certify that the attached document, the October 6, 2010 Email from OSFC Project Administrator, Rob Grinch, and subsequent email correspondence between Andrew Maletz, Vice President of SHP Leading Design, and Joshua Predovich, of Berardi + Partners, Inc., is a true and accurate copy of those emails as they appears in the project files for the Ohio School for the Deaf and Ohio State School for the Blind construction Project.



William Koniewich

Josh Predovich

From: Andrew Maletz
Sent: Wednesday, October 06, 2010 11:01 AM
To: Joshua Predovich
Subject: RE: D&B 10-06-10 OSD/OSSB Flawed Bid Sets

That's a mistake...you should have sent a copy of the correction letter.

From: Joshua Predovich
Sent: Wednesday, October 06, 2010 11:00 AM
To: Andrew Maletz
Subject: RE: D&B 10-06-10 OSD/OSSB Flawed Bid Sets

In an attempt to keep all clean and simple, I wanted to send the correction letters and responses all in one package so I don't have to waste time explaining every little nuance of why DIC asked for this and that. I can forward the DIC correction letters, but without the response, I am just opening myself up to spending more time explaining.

From: Andrew Maletz
Sent: Wednesday, October 06, 2010 10:57 AM
To: Joshua Predovich
Subject: RE: D&B 10-06-10 OSD/OSSB Flawed Bid Sets

No, but I mean, why haven't you provided the communication from the state? We shouldn't be sitting on that.

Andrew S. Maletz, AIA
Vice President
SHP Leading Design
250 Civic Center Drive, Suite 200
Columbus, Ohio 43215

TEL: 614-223-2124
FAX: 614-223-2130

www.shp.com

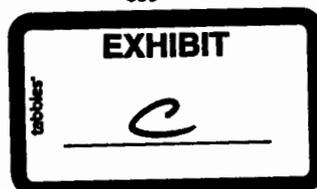
END OF MESSAGE

From: Joshua Predovich
Sent: Wednesday, October 06, 2010 10:56 AM
To: Andrew Maletz
Subject: RE: D&B 10-06-10 OSD/OSSB Flawed Bid Sets

waiting on Berardi so I can send all together. Should have this week.

From: Andrew Maletz
Sent: Wednesday, October 06, 2010 10:55 AM
To: Joshua Predovich
Subject: FW: D&B 10-06-10 OSD/OSSB Flawed Bid Sets

859



SHP 023337

I could have told you this was going to be his response. Do not pursue. Why haven't you sent the DIC info to Rob?

Andrew S. Maletz, AIA
Vice President
SHP Leading Design
250 Civic Center Drive, Suite 200
Columbus, Ohio 43215

TEL: 614-223-2124
FAX: 614-223-2130

www.shp.com

END OF MESSAGE

From: Grinch, Rob [mailto:Rob.Grinch@osfc.ohio.gov]
Sent: Wednesday, October 06, 2010 10:38 AM
To: Joshua Predovich
Cc: Andrew Maletz
Subject: D&B 10-06-10 OSD/OSSB Flawed Bid Sets

**Re: The Ohio School for the Deaf
Ohio State School for the Blind**
Dormitories (only) Re-Bid
SHP Leading Design / Berardi +Partners Coordination
DIC Plan Review - Correction Letter Status

Josh –

I spent a considerable amount of my time looking through (simple) drawing errors that should have been corrected back in June or July.

I am perplexed the documents were issued in such a state when a lead architect, consulting architect, and Construction Management firm all reviewed the documents in advance of being disseminated to the public. I made a phone call to Rolando, yesterday, to hear directly from him what he thought happened when the documents were originally issued (his firm stamped the drawings). He didn't understand my question and actually seemed surprised, regarding something you should have reviewed with him weeks ago, which told me communication between your two offices is poor.

On a related topic, I have still not been provided with correspondence from SHP regarding DIC plan review comments and responses. Clay tells me you recently responded to DIC and there will be modifications required to the dormitory drawings, adding cost to the project, in response to DIC's comments.

Please recall, I made a decision, at risk to OSFC, to bid the Project without having the DIC Plan Review and Correction Letter process completed in July. The Project team even delayed the bid opening, in part, hoping DIC issues would be resolved, prior to bid opening. At this time, the process is still not complete.

I look forward to reviewing the project status on Thursday with you and Clay.

Robert P. Grinch
Senior Project Administrator
Ohio School Facilities Commission
(614) 995-4551

From: Joshua Predovich [mailto:jpredovich@shp.com]
Sent: Tuesday, October 05, 2010 7:14 PM
To: Grinch, Rob
Cc: Andrew Maletz
Subject: Fwd: OSD/OSSB Bid Sets

Rob-

I have already reviewed this issue and started to address in the addendum that we will be sending out this week. As we have discussed before, I would appreciate being copied on any correspondence between OSFC and SHP's consultants. In this instance, I could have saved my consultant's time.
Josh

Rob:

Even though your phone call caught me my surprise, and not having the sets in question handy; my reply to your question as of why we had sheets with the wrong title block included on the Bid Sets I looked at the possibility that Key Blueprint misplaced sheet as part of putting all the sets together, this assumption was incorrect!

After reviewing the actual sets, it was clear that 4 or 5 sheets, for each set, had the wrong title block. These sheets contained typical details (i.e.: roof details, etc.) for the Elementary and the High School dorms. The title blocks for these sheets got mishandle. Josh pointed out the affected sheets and we will update the sheets with the correct title block as part of the Addendum that will be release with the Re-Bid sets for the Dorms.

My apologies for providing you with the wrong information regarding this issue.

Thanks;

Rolando

berardi+partners, inc.

Rolando Matias, Project Manager
369 East Livingston Ave.; Columbus, Ohio 43215
(614) 221-1110, ext 109 (fax) 221-0831

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<<Rolando Matias.vcf>>

EXHIBIT D

IN THE OHIO COURT OF CLAIMS

- - - - -

TransAmerica Building :
 Company, Inc., :
 :
 Plaintiff, :
 :
 vs. : Case No. 2013-00349
 :
 Ohio School Facilities :
 Commission, nka OFCC, :
 :
 Defendant. :

- - - - -

DEPOSITION OF JOSHUA PREDOVICH

VOLUME 1

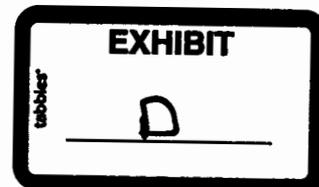
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Taken at Kegler, Brown, Hill & Ritter Co. LPA
 65 East State Street, Ste. 1800
 Columbus, OH 43215-4294
 February 28, 2014, 9:58 a.m.

- - - - -

Spectrum Reporting LLC
 333 Stewart Avenue, Columbus, Ohio 43206
 614-444-1000 or 800-635-9071
 www.spectrumreporting.com

- - - - -



1 Q. So let me ask it to you this way:
2 Because it was promised to TransAmerica that an
3 updated set was going to be provided, you think it
4 was reasonable for TransAmerica to expect that
5 such a set would have been provided?

6 A. It was reasonable for them to expect
7 it, yes.

8 MR. BECKER: Can I just interrupt for a
9 second? Off the record.

10 (A discussion was held off the record.)

11 MR. BECKER: Back on the record.

12 Q. Now, you would agree with me SHP and
13 Berardi made attempts to create a conforming set
14 of plans?

15 A. And dynamics for the whole team, yes.

16 Q. And there are at least three conforming
17 sets that were issued on the project, one being in
18 January 2011 which you had reviewed and you
19 believed wasn't sufficient to issue out to the
20 contractors?

21 A. Correct.

22 Q. The second set was in March of 2011,
23 and you had provided that set to Lend Lease and
24 Lend Lease believed that set was not sufficient to

1 be provided to the contractors?

2 A. Approximately March, yes.

3 Q. And then the third set was in May of
4 2011. The third conforming set was provided to
5 Lend Lease in May of 2011, and at that point in
6 time Lend Lease said that set was not sufficient
7 to be provided to the contractors?

8 A. Approximately around May, yes.

9 Q. And if I understand you correctly, what
10 was actually provided to the contractor was Lend
11 Lease's posted set of plans, correct?

12 A. That's correct, a CD with -- containing
13 the PDFs.

14 Q. And that posted set of plans basically
15 consisted of the bids, the October 2010 bid set
16 plus attachments of RFIs, PRs, and questions and
17 answers that had been -- that had taken place up
18 until that point in time that the Lend Lease
19 posted set was issued.

20 A. Plus the addendums, yes.

21 Q. And at the same time, during this
22 period of time in the spring of 2011, you were
23 also dealing with the DIC to get the plans fully
24 approved, correct?

EXHIBIT E

IN THE OHIO COURT OF CLAIMS

- - - - -

TransAmerica Building :
 Company, Inc., :
 Plaintiff, :
 vs. : Case No. 2013-00349
 Ohio School Facilities :
 Commission, nka OFCC, :
 Defendant. :

- - - - -

DEPOSITION OF JAMES A. SWARTZMILLER, JR.

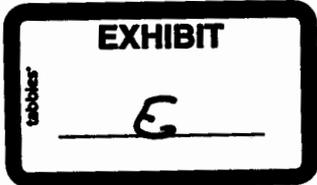
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Taken at Lend Lease
 111 West Rich Street, Ste. 280
 Columbus, Ohio 43215
 March 28, 2014, 8:55 a.m.

- - - - -

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 333 Stewart Avenue, Columbus, Ohio 43206
 614-444-1000 or 800-635-9071
 www.spectrumreporting.com

- - - - -



- 1 A. Yes.
- 2 Q. -- on that second page?
- 3 Mr. PAYNTER: Page 2?
- 4 Q. Page 2, it says, "Statement of the
5 Problem" --
- 6 A. Where are you at, item 2?
- 7 Q. Item 2.
- 8 A. Okay.
- 9 Q. "Statement of the Problem (Budget/Scope
10 Alignment). Currently budget and scope are not
11 aligned, substantial gap. Executive summary
12 passed out to all. (Jim Swartzmiller presenting).
13 And that executive summary, if we turn
14 to the back, if you go to -- it's Bates No. 95.
- 15 A. Yeah.
- 16 Q. At the bottom of that, it says,
17 "Potential Cost Overage for Project," at
18 \$7,766,734.
- 19 A. Correct.
- 20 Q. So at that point in time, the
21 project -- potential cost overage for the project
22 was in excess of \$7 million?
- 23 A. Potentially.
- 24 Q. And you had started construction

EXHIBIT F

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The Columbus Dispatch

The Columbus Dispatch (Ohio)

June 14, 2010 Monday
Home Final Edition**SECTION:** NEWS; Pg. 01B**LENGTH:** 671 words**HEADLINE:** Unions get deaf, blind schools contract**BYLINE:** Bill Bush, THE COLUMBUS DISPATCH**BODY:**

Richard Murray spent 13 years as the head of an organization dedicated to helping trade unions get construction contracts.

Now, as Gov. Ted Strickland's pick to head the Ohio School Facilities Commission, Murray is helping unions more directly.

Last month, he unilaterally declared that only union workers will be used on a \$37.1 million project to improve the campus shared by the Ohio School for the Deaf and the **Ohio State School** for the **Blind** in Columbus.

The "project labor agreement" he signed May 10 means all work must be done by union contractors or companies that agree to abide by union rules and use union labor.

Murray said his decision was primarily for safety.

"We were working on a site where we have some of the most vulnerable kids imaginable," Murray said.

He said he is not implying that nonunion firms would have put deaf and blind students in danger but that without the agreement, the state would have been dealing solely with construction companies on safety issues, such as background checks. The agreement allows the state to also work directly with the unions, which Murray said offered him a higher level of comfort.

The safety argument is "a slap in the face to the majority of the construction companies that aren't

union," said Mary Tebeau, president of the central Ohio chapter of the Associated Builders and Contractors. The group represents nonunion companies.

"It's an excuse to give a nearly \$40 million contract to union contractors, at the expense of the majority of workers in Ohio."

Murray said there were other considerations: The joint campus is "a very difficult, large-acreage site" that is in an "urban area," he said.

"That is ridiculous -- ridiculous," Tebeau said.

The schools are located on a large, wooded site on the north side of Morse Road in Beechwood.

Nonunion workers wanting jobs on the project must go to a union hall, get a number and hope to be assigned to their original employer. They would get union wages, but they also would pay into the unions' health, vacation and retirement funds -- even though their temporary status means they probably never would collect those benefits, Tebeau said.

Because of those complications, most nonunion firms and laborers do not apply for such jobs, Tebeau said.

"What she's saying (about nonunion firms not applying) is probably the truth, but that's their choice," said Pasquale "Pat" Manzi, executive secretary-treasurer of the Columbus and Central Ohio Building and Construction Trades Council, a union umbrella group.

If they apply, they will be treated fairly, he said. The agreement prohibits discriminating against nonunion workers with job assignments, but they are required to join the union after seven days on a job, said Manzi, whose signature is also on the project-labor agreement.

He also disputed Tebeau's notion that nonunion construction firms have many full-time employees -- they call up most of their workers when needed for jobs, just like with union shops, Manzi said. Unlike union workers, nonunion laborers typically aren't receiving benefits when there is no work, he said.

"When you're a nonunion guy, you shuffle for yourself," Manzi said.

The School Facilities Commission board hired Murray on Gov. Ted Strickland's recommendation in September. From 1996 until then, Murray led the Laborers-Employers Cooperation and Education Trust, whose "primary mission is helping laborers' local unions and the contractors with whom they work acquire projects and jobs," according to the commission's website.

Normally, a school board would have to vote if it wanted a project labor agreement on a Facilities Commission-funded construction project, but the deaf and blind schools are state agencies, so the decision fell to Murray.

It's no secret that Murray is more union-friendly than his predecessors, who were recommended by Republican governors and who prohibited project labor agreements and prevailing wages, Manzi said.

"It's a change in philosophy because it's a change in administration," Manzi said.

\ bbush@dispatch.com

GRAPHIC:

LOAD-DATE: June 14, 2010

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The Columbus Dispatch

The Columbus Dispatch (Ohio)

June 15, 2010 Tuesday
Home Final Edition**SECTION:** EDITORIAL & COMMENT; Pg. 10A**LENGTH:** 418 words**HEADLINE:** Your tax dollars at work;
Strickland administration uses taxpayers' cash to buy labor support**BODY:**

Once again, the Strickland administration has put its political interests ahead of the interests of taxpayers. The latest example is the \$37.1 million project to upgrade the Columbus campus that includes the Ohio School for the Deaf and the **Ohio State School for the Blind**.

Richard Murray, hand-picked by Gov. Ted Strickland to be executive director of the Ohio School Facilities Commission, has decreed that only contractors paying union-scale wages will be allowed to participate in the project.

This means taxpayers will pay 10 percent to 15 percent more than necessary for labor. They will get nothing in return for it, but Strickland and unions will. That money will go into union coffers and will be rewarded with labor votes, endorsements and other political support for Strickland's re-election campaign.

That is money that might have gone to building or renovating other schools, or that could have been saved against the looming \$8 billion deficit in Ohio's next biennial budget, a problem about which Strickland apparently has taken a vow of silence.

It's often said that politics is the art of compromise. But in this instance, the operative word is rationalize. Murray claims that his decision to require union wages is driven by concern for the students who attend the two schools.

"We were working on a site where we have some of the most vulnerable kids imaginable," he said.

We'll leave it to the students of the two schools to set Murray straight about his condescending view of

their alleged vulnerability. It is enough to note here that his rationale is nonsense. Worksite-safety regulations are the same regardless of how much workers are paid. The only reason to even try to sell such nonsense is because it sounds so much better than the truth: Murray is squeezing taxpayers to add juice to his boss's re-election campaign.

This is another of Strickland's sops to labor, which include his executive orders allowing the unionization of home-health-care workers and in-home childcare providers; and his court-thwarted attempt to extend prevailing-wage law to every construction project in the state that included public money, even in cases where the bulk of a project was to be privately financed.

In the same category is his failure to fight for a revision of the state's archaic and cost-inflating laws governing contracting for public-construction projects, a plan that he set in motion but allowed to be blocked by a union-friendly fellow Democrat in an Ohio House controlled by his own party.

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The Columbus Dispatch

The Columbus Dispatch (Ohio)

August 8, 2010 Sunday
Home Final Edition**SECTION:** EDITORIAL & COMMENT; Pg. 04G**LENGTH:** 1000 words**HEADLINE:** Misfeasance;
Head of school-building agency erred, but governor to blame**BODY:**

As executive director of the Ohio School Facilities Commission, Richard Murray was supposed to act as a good steward of the millions of dollars Ohio pours into new school buildings every day. Instead, a report by the Ohio inspector general shows, he has abused his position to push the interests of unions, including the one to which he belongs, at substantial cost to the state and local school districts.

His unprofessional behavior disqualifies him for this position.

Murray's union advocacy comes as no surprise; his career before Gov. Ted Strickland appointed him included more than 12 years as Ohio director of the Laborers-Employers Cooperation and Education Trust, a union advocacy group. He is a member of Local 423 of the Laborers' International Union of North America.

Strickland's decision in September 2009 to summarily oust well-regarded former Executive Director Michael Shoemaker, a fellow Democrat, and replace him with Murray shows that the governor, too, is far more interested in doing favors for one of his primary constituencies -- labor -- than in working for Ohioans' best interests. In fact, Murray says he was instructed by the Strickland administration to treat construction unions as "constituents" and to improve relations with them.

Shortly after taking office, Strickland began stacking the deck for unions by appointing union-friendly members to the Facilities Commission, which promptly lifted the policy that prohibited school districts from requiring contractors to pay the union-level "prevailing wage" on their projects.

He also showed his loyalty to labor by declaring that 7,000 home-health-care workers and 8,000 home-based child-care workers who provide state-subsidized care could unionize. He has attempted to thwart

charter schools, which are anathema to teachers unions. He also tried, unsuccessfully, to expand the prevailing-wage requirement to cover any project with any public funding.

Under Gov. Bob Taft, school districts undertaking jointly financed school building and renovation projects with the School Facilities Commission were barred from requiring prevailing wage or using project-labor agreements, which in effect require any worker on a commission-financed project to join a union, if only temporarily. Such agreements haven't proved to improve quality or safety but serve to fill union coffers with mandatory dues. The Taft policy ensured that more school-building money went into school buildings.

Reversing that policy was Strickland's prerogative, and voters can render a judgment. But, according to the inspector general's findings, instead of remaining impartial and leaving it to school districts to decide if they wanted to pay more for labor, Murray pushed and bullied some of them to do so.

He met frequently with union organizations, introducing himself as a member of Local 423 and asking the union supporters to be his "eyes and ears" on project sites to report problems with nonunion contractors -- a clear indication of his bias.

That was bad enough, but Murray went much further to help twist school officials' arms. When union representatives visited school officials to argue in favor of union labor, Murray -- the keeper of the state purse for school construction -- sometimes accompanied them, an implicit message to school officials that their best interest lay in acquiescing to union demands.

He bragged about having fired the commission's legal counsel, who had tangled with organized labor. He disrupted several building projects in southern Ohio by yanking the commission-assigned project administrator because union officials had complained about her, and he did this without bothering to check out the administrator's record or investigating the union's complaints. In other cases, too, he interfered in building projects in response to complaints by unions without verifying the allegations.

Also, Murray stood by while union official Gary Coleman screamed profanities at officials of Clay Local School District in Scioto County during a meeting in which Coleman was pushing the reluctant school district to use a project-labor agreement. Coleman was upset because the district was using a nonunion contractor to do site preparation.

That Murray sat silently while Coleman abused the stunned school officials is shameful. Worst of all, Coleman's tactic worked; the district eventually signed a project-labor agreement.

Not long after, when the New Boston Local School District declined to sign a project-labor agreement, Murray suddenly raised objections to the site chosen for the project; school officials say he told them that if they would accept a labor agreement, his objections could be worked out. Murray disputes the New Boston officials, but the accusation fits the pattern reported by the inspector general.

Most recently, renovation of the combined campuses of the state-administered Ohio State School for the Deaf and **Ohio State School** for the **Blind** gave Murray a chance to impose a project-labor agreement without having to pressure a school board into it. He did so, even though the agreement directly benefits the union he belongs to as well as his former employer, the labor trust.

As is typical, the agreement acted to discourage nonunion contractors from bidding, resulting in fewer and predictably higher bids, the lowest coming in \$11 million above the state's \$28 million estimate. Now the project will be delayed because, under state law, it must be rebid.

Complaints by Clay and New Boston school officials led to the inspector general's probe. Inspector General Thomas P. Charles was appointed by Strickland and is empowered to investigate executive-branch wrongdoing.

Murray's actions were grossly unprofessional and unacceptable for the head of a state agency in charge of billions of dollars in public money. The governor faces a choice: Remove an administrator who has ill-served the public, or keep him and thereby choose to serve labor's interests rather than those of Ohio

students and taxpayers.

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The Columbus Dispatch

The Columbus Dispatch (Ohio)

August 20, 2010 Friday

SECTION: NEWS; Pg. 7B**LENGTH:** 407 words**HEADLINE:** State school-construction project Higher bids blamed on union-only clause**BYLINE:** Bill Bush, THE COLUMBUS DISPATCH**BODY:**

The architecture firm that designed improvements for the state deaf and blind schools said the Ohio School Facilities Commission signed off on cost estimates four times, then decided to add a union-only construction clause that probably drove the cost of bids way past the budgeted amount.

The cost impact of the pro-union "project labor agreement" wasn't included in any of the estimates that were sent out for bids, according to a statement from Andrew **Maletz**, vice president of **SHP** Leading Design.

The only way to know how much the agreement added to the cost would be to get rid of it, said Rachel Miller, a public-relations consultant for the firm. "It is a suggestion," she said.

State and union officials have said that the design might explain why the bids came back \$11.4 million over the \$28 million general-construction budget.

SHP responded that the commission and its construction manager, Bovis Lend Lease, reviewed the design and agreed that all estimates were good.

The school facilities commission "plays a significant role in the cost estimate," Maletz's statement said. "They are involved from the very beginning and throughout each of the four design phases. Each phase does not move forward without the OSFC's review and approval."

Commission spokesman Rick Savors acknowledged that the labor agreement "came in late on this particular project."

The arrangement apparently limited the number of subcontracting bids, but whether that increased the cost hasn't been determined, Savors said. He said everything is on the table to get costs down.

As far as the commission having partial responsibility for estimating construction costs, "that's absolutely true," Savors said. "We don't believe that any one member is more or less responsible."

Savors said in July that the commission didn't think the project labor agreement was to blame because it "is going to be built into the estimate anyway," and high bids typically stemmed from the building's design or materials.

A union official who signed the agreement blamed SHP's design for the high cost last week, but several contractors said that the labor agreement "had a significant impact on their bids," according to the SHP statement.

"We had one bid package (for kitchen equipment) in this project that was exempt from the (agreement), and it was the only package to come in under budget and had twice the number of bidders than any other bid package," SHP said.

bbush@dispatch.com

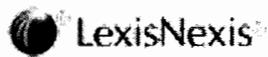
LOAD-DATE: September 24, 2010

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The Columbus Dispatch

The Columbus Dispatch (Ohio)

November 11, 2010 Thursday
Correction Appended**SECTION:** NEWS; Pg. 1A**LENGTH:** 667 words**HEADLINE:** New bids drop cost of work on schools**BYLINE:** Bill Bush, THE COLUMBUS DISPATCH**BODY:**

Construction bids at the state schools for the deaf and blind came in 22 percent below bids that were rejected this summer, and one group says it's because workers are no longer required to be union.

The lower bids for dormitories come after design changes and a less-competitive construction environment, which drove up the state's cost estimate 10 percent, an official said.

The Ohio School Facilities Commission solicited bids in July to build new dormitories at the Ohio State School for the Deaf and the **Ohio State School** for the **Blind**, but contractors' proposals came in 46 percent over projections.

Nonunion construction companies said a "project labor agreement" that mandated union labor caused the overruns. The agreement had been ordered by commission Executive Director Richard Murray, a former union official who was the focus of a critical inspector general's report this summer for his dealings promoting unions.

"I think it was a good demonstration that the PLA was a cost inflator," said Bryan Williams, a lobbyist with the nonunion Associated Builders and Contractors of Ohio.

Pasquale "Pat" Manzi, executive secretary-treasurer of the Columbus/Central Ohio Building and Construction Trades Council, said it's difficult to say why the bids, which were opened recently, are lower. He noted that some subcontract bids were cheaper when the labor agreement was in place.

"This is just the voodoo of construction," Manzi said. "Construction is kind of a strange world."

The overall \$28.2 million project would revamp the campuses, which sit side by side on a large, wooded lot in Beechwold. The original bids came back totaling \$39.6 million, or 40 percent over budget.

That package included the residential buildings at an expected cost of \$6.1 million, but the bids came back as high as \$8.9 million, 46 percent over the estimate, said Robert Grinch, the commission's senior project administrator in charge of the schools' reconstruction.

Because of design changes to comply with building codes and an increase in average construction costs since early summer, the new estimate for the residential construction rose to \$6.7 million. With the PLA off and nonunion companies bidding, the bids came in at just under \$7 million. The project can move forward because it is within 10 percent of the estimate, Grinch said.

Contractors were given an extra 65 days to complete the project, Grinch said. Manzi had said that a tight deadline might have caused companies to increase their bids in the summer.

Commission spokesman Rick Savors couldn't immediately say when the bids for the rest of the project, which includes academic, office and food-service buildings, would be let nor whether they would retain a labor agreement. The agreement would force nonunion companies that win bids to either unionize their work forces or hire union workers instead of their own employees.

"Before, companies that were not signatory to a union, if they bid on it, they wouldn't be able to use their own employees," said Mary Tebeau, president of the central Ohio chapter of the Associated Builders and Contractors.

Only two companies bid this summer for the residential project's general trades contract, the "bricks and mortar" work that accounts for about 60 percent of the total cost. The lowest bid of those two was 44 percent over the estimated cost.

Without the PLA, 12 companies bid for the general trades work, and the apparent winner is about 20 percent under the estimate.

Of the other contracts for windows, the fire-protection system, plumbing, heating and air conditioning, and electrical systems, only the window work received fewer bids the second time around, according to commission bid records. There was one bid for that work instead of two.

The electrical contract had nine bidders the second time instead of three, but the costs came in 10 percent higher than under the labor agreement.

"This is all voodoo," Manzi said. "Tell me, what's going on here? I can't decipher this."

bbush@dispatch.com

CORRECTION-DATE: November 16, 2010

CORRECTION:

* The lowest bid on the general-trades contract to build residential structures at the Ohio schools for the deaf and blind in Beechwold was 2 percent below the cost estimated by the Ohio School Facilities Commission. Because of a reporter's error, a story that appeared on Page A1 on Thursday gave an incorrect percentage.

GRAPHIC: Map

LOAD-DATE: November 16, 2010

Source:

EXHIBIT G



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

In re :
: Case No. 11-33379
Jutte Electric, LTD, :
: Judge Mary Ann Whipple
Debtor. :

**AFFIDAVIT OF CLAY KEITH IN SUPPORT OF THE STATE OF OHIO,
SCHOOL FACILITIES COMMISSION'S MOTION FOR AN ORDER
COMPELLING DEBTOR IMMEDIATELY TO ASSUME OR REJECT
EXECUTORY CONTRACT**

STATE OF OHIO : SS
COUNTY OF FRANKLIN :

Now comes Clay Keith, being first duly cautioned, who swears and deposes as follows:

1. I am employed at Lend Lease as a project manager on construction projects. I have been employed at Lend Lease since 2005. I have been employed at Lend Lease as a senior project manager since 2009. Before that, I was project manager.
2. Lend Lease is the State of Ohio, School Facilities Commission's (the "Commission") construction manager on the Project, as defined in the Commission's Motion for an Order Compelling Debtor to Assume or Reject Executory Contract (the "Motion").
3. By virtue of my employment with Lend Lease, I am the project manager for the Project. Consequently, I am personally familiar with the Project, and with the matters addressed in this affidavit.
4. As project manager for the Project, I am empowered with the responsibility to schedule, budget and coordinate the work between the separate contractors for the Project.

5. Jutte Electric, LTD (the "Debtor") is the electrical contractor for the Project, as set out in the contract documents attached to the Motion (the "Contract").

6. Debtor has defaulted under the Contract.

7. Debtor does not have enough personnel on the job site to adequately perform its work in accordance with its schedule.

8. Debtor has failed to provide temporary electric to the job site and to other contractors so they could perform their work.

9. Debtor failed to complete its underground electric work in a timely fashion.

10. Debtor has posed a hazard on the Project by failing to perform its work safely, putting all job site personnel at risk.

11. Debtor has had its project manager resign, allegedly due to non-payment. The project manager is crucial as it manages the on-site labor, orders materials, allocates resources and essentially manages the project for Debtor. The current project manager of Debtor does not have experience in complex electrical construction. The project manager is essential to the prosecution of the work.

12. Debtor has allegedly been failing to pay its workers.

13. Debtor has referenced that it will obtain workers from a "temp agency" for cash flow purposes. This certainly raises issues with the qualifications of those workers and their ability to perform work that will meet the contract and safety requirements for dormitories that students will be housed.

14. Debtor has been consistently late with its shop drawings and submittals, which are crucial to it, and to the other contractors in prosecuting, and planning the work.

15. Electrical rough in work is behind at the Project site and materials are missing for debtor to be able to complete this work. This delays the entire Project. For example, drywall work, including drywall frame construction and drywall hanging, cannot begin until the electrical rough in is completed.

16. The delay in drywall work will likely also cause a delay in other work by other trade contractors, such as plumbing, fire protection, and all the finish work which can be done only *after* the drywall work.

17. As the owner, the Commission may be liable to the other trade contractors for the delays. Due to the size of each separate contract associated with the Project, further delay could cost the Commission several hundred thousand dollars.

Further, affiant sayeth naught,


Clay Keith

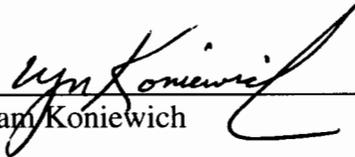
Subscribed and sworn before me
this 18th day of July, 2011


Notary Public, State of Ohio
My Commission Expires _____
Jerry K. Kasal
Notary Public, State of Ohio
My Commission Has No Expiration

EXHIBIT H

CERTIFICATION OF RECORD

I, William Koniewich, President of TransAmerica Building Company, Inc. ("TransAmerica"), certify that the attached document, the March 1, 2011 letter from OSFC Project Manager, Rob Grinch, and the February 28, 2011 letter from Joshua Predovich of SHP Leading Design, is a true and accurate copy of those emails as they appear in the project files for the Ohio School for the Deaf and Ohio State School for the Blind construction Project.



William Koniewich



Bovis
Lend Lease

A Lend Lease Company

March 1, 2011

Joshua Wilhelm
Transamerica Building Co., Inc.
2000 W. Henderson Road, Suite #500
Columbus, Ohio 43220

RE: Ohio State School for the Blind & Ohio School for the Deaf
Revised Drawings for the OSDB Residential Dorms

Mr. Wilhelm

This letter is in response to your notification received originally on February 17, 2011 and updated and received a second time on February 23, 2011 regarding the revised drawings for the Ohio State School for the Blind and the Ohio School for the Deaf Residential Buildings Package. I have also included as an attachment to this letter a response from SHP Leading Design regarding your notification.

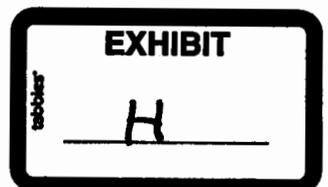
I must reiterate many contractual points that counter your claims in regards to the notification, with the first being that the Architect is not responsible or obligated to provide contractors updated or revised drawings to incorporate any addenda or RFI's associated with the project. SHP has committed to perform this additional service to help clarify questions that have come up regarding both the Addenda and post bid questions submitted by your company immediately after award of contract. These updated drawings, when received do not unconditionally expose the Owner to any additional costs, unless they can be identified and justified above and beyond the information provided on bid day. Additionally there are claims that the updated drawings are hindering your ability to execute the project per the approved contractors project schedule, again this would have to be justified above and beyond clarification of addenda and post bid RFI's that have been answered through verblage by the architect.

Per specification section 8.1.2.1 it is noted that you are unable to anticipate costs at this time. Per documented RFI's the only items remaining that are not completely answered due to reference to the updated drawings are the following RFI's:

1. RFI #8 - Laundry room door casing - This is a clarification that could result in work being deducted or just clarification of installation, do not see a cost impact.
2. RFI #16 - Dimensions and control joint locations. This is also a clarification that is not adding scope to your work only clarifying locations.
3. RFI #21 - Sprinkler head shown in header. Noted in RFI response that sprinkler head will be removed. No cost impact to General Trades.

Bovis Lend Lease, Inc.
505 Morse Road
Columbus OH 43214

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Facsimile 614 732 6295
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TA002404



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4. RFI #22 -- Item covered in addenda through verblage. Updated drawings to assist in clarification, but scope should be covered in base bid.
5. RFI #31 -- Updated drawing sets -- Only cost impact would be for additional items added above and beyond addenda or RFI's, which is not the intent of these drawings.
6. RFI #48 -- Frame wall at Kitchen Island. This wall was clarified in the RFI response as to location and type. Drawings for clarification only.
7. RFI #53 -- Thermal break at exterior masonry wall and slab. This is also a clarification. Thermal break is shown, but modified in location.
8. RFI #59 -- Column locations. Answered in RFI response that there will be 4 locations in lieu of 5. This could be a deduct in lieu of added cost.

It is also noted per specification 8.1.2.1 that the contract schedule should be adjusted and prompt issuance of the updated drawings would minimize the impact. Per the SHP letter the drawings will be available from Key Blueprint after 12:00 today, March 1, 2011. In regards to schedule adjustment mobilization is to commence today, March 1, 2011 and the first footer is not scheduled to start until March 22, 2011. Please explain or clarify how this is going to impact the schedule as it relates directly to your construction activities. If there are immediate submittal reviews that are needed to accommodate the schedule the project team will work with you to meet the dates needed.

Specification section 8.1.2.2. The disruption or concern is mitigated as of March 1, 2011 with the updated drawings available.

Specification section 8.1.2.3. TransAmerica is making assumptions that Additional changes, unknown changes, may cause other impacts. This cannot be considered as a potential claim. If there are additional changes associated with the updated drawings above and beyond the addenda items or RFI's noted then those issues need to be handled individually. TransAmerica has also noted that it could take up to two weeks to coordinate the updated drawings. Again, I will reference that these drawings are to incorporate addenda items that should have been coordinated at bid time and also RFI's as noted above with little to no impact to the project.

Specification section 8.1.2.4 states that duration is unknown. With the issuance of the updated drawings this is now clarified and must be evaluated immediately for any claims that have not been disputed as noted above.

Specification section 8.1.2.5 states to minimize the impact the suggestion is to adjust the contract schedule. As stated above the project team does not see where there has been an identified delay directly associated with the RFI responses that are associated with the items noted above or due to clarification of addenda that were issued prior to bid.

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TA002405



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To bring closure to the notification received on February 17, 2011 and on February 23, 2011 the project team does not see any justification for costs or time extension to the current project schedule due to the updated drawings provided that they are available as noted on March 1, 2011. If there are additional changes above and beyond the items included in this response those items will have to be handled individually per the contract specifications with proper notification and documentation. Please consider this notification issue closed at this point in time. If TransAmerica disagrees with this response please issue written response to back up your dispute and the project team will take the proper measures in addressing your concerns.

Thank You

A handwritten signature in black ink, appearing to read "Clayton Keith".

Clayton Keith
Senior Project Manager

cc: Robert Grinch, OSFC
Josh Predovich, SHP
Jim Swartzmiller, Bovis Lend Lease
Karin Kiriangillis, Bovis Lend Lease
File

Encl: As Stated

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TA002406



February 28, 2011

Mr. Clay Keith
Project Manager
Bovis Lend Lease, Inc.
Ohio State School for the Blind and Ohio School for the Deaf
502 Morse Road
Columbus, Ohio 43214

Re: OSDB Letter from TransAmerica

Dear Clay,

We are in receipt of Transamerica's letter dated February 23rd, 2011 in regards to schedule impacts due to the delay in re-issuance of the Construction Set of drawings. As you are aware, there is no contractual obligation in the specifications for the issuance of a revised set of drawings containing addendum items and post bid request for information. All of the items that are part of the revised issuance of the Construction set have already been issued to the contractors as either part of the bidding set or as response to RFI's. SHP feels that the issuance of this set will help to eliminate confusion; to that end, we are willing to complete this work at our cost.

I do appreciate the team's need to have this set issued as quickly as possible. With that in mind, the construction sets will be available for order from Key Blueprint on March 1st after 12pm; please inform all dorm contractors that this set will be kept on file at Key. Please let me know if you have any questions in regards to the information above.

Sincerely,

SHP LEADING DESIGN

Joshua L. Predovich, Assoc. AIA, LEED AP

Cc: Andrew Maletz, SHP
file

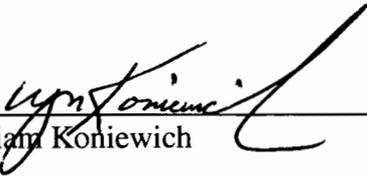
www.shp.com	CHICAGO 4605 Montgomery Road Suite 400 Cincinnati, Ohio 45212 513.261.2112 main 513.261.5131 fax	HANFORD 226 High Street Hanford, Ohio 43011 513.663.5441 main 513.663.5553 fax	COLUMBUS 250 City Center Drive Suite 200 Columbus, Ohio 43215 614.223.2124 main 614.223.2130 fax	DENVER 1875 Broadway Suite 1300 Denver, Colorado 80202 303.209.7886 main 303.209.7865 fax
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Steelhead Roofing

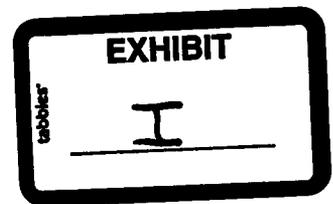
EXHIBIT I

CERTIFICATION OF RECORD

I, William Koniewich, President of TransAmerica Building Company, Inc. ("TransAmerica"), certify that the attached document, the February 15, 2013 letter from William Koniewich, President of TransAmerica Building Company, Inc., is a true and accurate copy of that email as it appears in the project files for the Ohio School for the Deaf and Ohio State School for the Blind construction Project.



William Koniewich



www.TAbuilding.com

February 15, 2013

Lend Lease
Attn: Clay Keith
502 Morse Road
Columbus, OH 43214

SHP Leading Design
Attn: Josh Predovich
250 Civic Center Drive, Suite 200
Columbus, OH 4315

Ohio School Facilities Commission
Attn: Madison Dowlen
10 West Broad Street, Suite 1400
Columbus, OH 43215

Re: TransAmerica's Claim for the Ohio School for the Deaf and Ohio State School for the Blind Project

Members of the Project Team:

With this letter, TransAmerica expresses its frustration with the amount of time that continues to elapse waiting for its claim to be addressed substantively by the OSFC. As you know, TransAmerica submitted its first Certified Claim on March 8, 2012. On April 27, 2012, TransAmerica submitted over 445 documents to support that claim, which included its detailed job cost report and bid information. While GC Article 8.8.2 state that a jobsite resolution was to be scheduled within 30 days, that meeting was not scheduled until July 19, 2012 (over 133 days from when TransAmerica submitted its claim and 83 days after providing additional supporting documentation). After conducting the jobsite resolution meeting, Lend Lease's recommendation was issued on September 5, 2012, which was 48 days after the meeting even though GC Article 8.8.2 required that recommendation to be issued within 30 days. Lend Lease's recommendation was to reject TransAmerica's claim in its entirety. On September 18, 2012, TransAmerica timely appealed Lend Lease's recommendation and indicated that a Supplemental claim would be submitted, which was provided on November 7, 2012.

Shortly after submitting its September 18, 2012 appeal, counsel for TransAmerica and the OSFC agreed to stay the remaining Article 8 proceedings based on the understanding that a mediation would be scheduled within a reasonable period of time. An initial mediation date was scheduled for March 15, 2013 between TransAmerica and the OSFC. However, that date was postponed until April 9, 2013 upon the request of the OSFC. Earlier this week, the OSFC requested the mediation be postponed again until May 3, 2013 claiming it needed more time and additional information from TransAmerica. Keep in mind that that TransAmerica has not been paid since May, 2012 while the Owner has occupied the building since August 2012. Furthermore, TransAmerica provided additional bid information last week, including detailed quotes, and repeatedly indicated it would continue to accommodate the OSFC with respect to any requested information. TransAmerica intends to provide even more information in response to the OSFC's latest request, including detailed time tickets and additional subcontracts. Assuming TransAmerica provides this latest requested information no later than next week, the OSFC still would have had over six weeks to review this latest information in advance of the previously scheduled April 9, 2013 mediation date.



While TransAmerica agreed to the OSFC's insistence the mediation take place on May 3, 2013, the repeated delay in scheduling the mediation has forced TransAmerica to insist that the Article 8 process be concluded. While the 120 day period for resolving TransAmerica's original Article 8 claim has been vastly exceeded, through no fault of TransAmerica, and TransAmerica is legally permitted to file suit now, TransAmerica is going to give the OSFC another 30 days to complete the administrative process if it desires to do so. Accordingly, TransAmerica requests that the Commission issue its final decision within the next 30 days as provided for under GC Article 8.9.3. With all of the documentation that has already been submitted, TransAmerica does not find it necessary to meet before the Commission as described under GC Article 8.9.2. If the Commission needs to meet with TransAmerica to issue its final disposition, TransAmerica will make itself available. Unless the OSFC indicates otherwise, TransAmerica will proceed with the understanding that a meeting before the Commission is not necessary.

If the Commission's decision is to reject TransAmerica's claim in its entirety (similar to Lend Lease recommendation) or not issue any decision within the next 30 days and continue to let TransAmerica's claim go unresolved, TransAmerica is prepared to file suit. At that point in time, over a year will have elapsed from when TransAmerica submitted its March 8, 2012 claim and over 130 days from when it submitted its Supplemental November 7, 2012 claim, both of which exceed the 120 day time period for the State to resolve these claims as required under R.C. 153.16(B). Accordingly, TransAmerica will have "exhausted all administrative remedies" and be free to file suit.

It is important to point out that TransAmerica still intends to mediate this dispute on May 3, 2013 in good faith, but it can no longer let time continue to go by without protecting its rights in the Court of Claims should the mediation again be postponed or prove unsuccessful.

Sincerely,

A handwritten signature in black ink, appearing to read "William J.N. Koniewich", written in a cursive style.

William J.N. Koniewich – President

cc: George Hadler

EXHIBIT J

CERTIFICATION OF RECORD

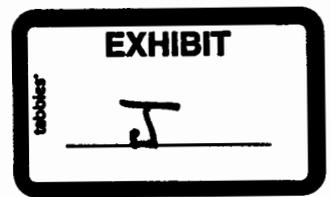
I, William Koniewich, President of TransAmerica Building Company, Inc. ("TransAmerica"), certify that the attached document, the March 7, 2013 letter from Matthew L. Westermen, Senior Legal Counsel of the OFCC, is a true and accurate copy of that email as it appears in the project files for the Ohio School for the Deaf and Ohio State School for the Blind construction Project.



William Koniewich



OHIO FACILITIES CONSTRUCTION COMMISSION



March 7, 2013

BY CERTIFIED MAIL

William J.N. Koniewich
TransAmerica Building Company, Inc.
2000 West Henderson Road
Columbus, Ohio 43220

Re: TransAmerica's Claim for the Ohio School for the Deaf and Ohio State School for the Blind
Dormitory Project

Dear Mr. Koniewich:

The members of the Project Team are in receipt of your letter dated February 15, 2013 requesting generally that the Commission conclude the Article 8 process so that you might initiate litigation. At this time the Commission has no problem scheduling an Article 8 meeting. However, your letter misrepresents a number of issues.

First and foremost, the Article 8 process set forth in the Contract documents does not provide for supplementing the claim. This was done as a courtesy to you and your counsel rather than requiring that you file a separate claim and navigate a separate Article 8 process. At the time you submitted your supplemental claim, I had several conversations with your counsel about doing a mediation in lieu of the Article 8 meeting. During those conversations, I voiced my concerns about whether or not proceeding with mediation was a good idea. In addition, I informed your counsel that we would need to retain an expert in order to examine your claim and that the expert would need time to examine the claim especially based on the size of the claim. It was also understood that as long as the parties were exercising good faith in proceeding towards a mediation date that TransAmerica would not file litigation. TransAmerica now seeks to reconsider this position and it is certainly their right to do so although the Project Team has proceeded in good faith towards the mediation date.

One of the issues that the Project Team has been confronted by in analyzing TransAmerica's claim is the failure for TransAmerica to produce all requested documents in order to analyze their claim. The front end documents are quite clear as to the right of the Owners to request certain documents from the Contractor that has provided Notice of a Claim. I received the latest information on February 26, 2013. I have provided these final documents to our consultant and it remains to be seen whether or not you have fully complied with our latest request for documents. Conversely, it should be noted, that when your counsel requested certain documents from the Project Team recently, the documents were provided in days rather than the weeks/months that it has taken to get documents from TransAmerica. In addition, the Project Team is currently working on providing documents relative to a public records request made by your counsel. These documents will be provided shortly. In the end, TransAmerica has not timely provided responses to documents requested by the Project Team in order that a proper evaluation may be performed.

Your letter also inaccurately describes the scheduling process related to the proposed mediation. There was never a March 15th date agreed to by the parties. March 15th was a date that was proposed along with the April 9th date on a conference call with the understanding that the dates would have to be confirmed with all necessary parties. The 15th of March was never agreed to and the Owners were willing to proceed with the April 9th date even though they realized that the Project Manager from the Construction Manager would not be available that date. Again, the Owners were proceeding in good faith. It was only after TransAmerica failed to timely provide requested documents over a month after they had been formally requested did the Owners state that they could not go forward on the April 9th date. Proceeding to mediation without being able to fully analyze the claim of TransAmerica would be pointless as well as being costly to the parties.

The underlying agreement by the Parties is that the mediation was to be held instead of proceeding with the Article 8 meeting. If an Article 8 meeting is held or an Article 8 decision is issued, the Owners will be under no obligation to continue with the scheduled mediation. If it is now your position that the mediation is not being held in place of the Article 8 meeting, then there is no reason to feel obligated to hold the May 3rd date and the parties can revisit mediation at some later date after significant discovery has taken place by the parties.

Your letter spends considerable time elaborating on how long this process has been ongoing. However, it does not take into account the failures of TransAmerica to comply with the Article 8 process. Specifically, TransAmerica failed to provide timely notice as required by the Contract. The March date that the purported claim was submitted was not related to or triggered by any event or occurrence within ten days of the filing of the Notice. In fact, many of the items alleged in the claim occurred significantly earlier in the project. After filing the purported Notice, TransAmerica did not timely submit its substantiation and certification which further delayed the process. It should be noted that the summer of 2012 included numerous attempts by the parties to schedule the Field Level Meeting. Much of this time was absorbed in order that your counsel could attend the Field Level Meeting. In the fall after your appeal to the Commission, you put together your "Supplemental Claim" which added an additional thirty days to the process. Finally, your failure to timely provide requested documents to substantiate your supplemental claim amount as well as your original claim amount has resulted in the mediation(that is being held in lieu of the Article 8 meeting with the Commission) being pushed back to the May date.

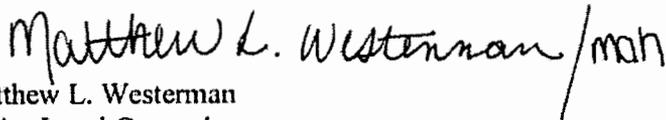
It should be noted that the time periods specified in the Article 8 do not directly apply to the scheduled mediation. In other words, there was no requirement to hold the mediation within so many days of the substantiation which is not yet complete. As recently as this week, the OFCC has requested that you provide documents to substantiate your claim and as of the writing of this letter there has been no response. The OFCC was prepared to hold the Article 8 meeting in front of the Commission in December but at the urging of your counsel decided to proceed towards a mediation. TransAmerica chose to travel a slower road and now wishes to unwind or speed up that process without complying with the substantiation requirement of the Contract.

It is the position of the Owners that TransAmerica has failed to exhaust its administrative remedies with regard to the claim(s) by not providing requested documents to supplement the claim and has contributed to the delay in the scheduling of the mediation which is being done in lieu of the Article 8 meeting set forth in the contract documents and has also failed to timely provide notice of the claim. Finally,

the OFCC is willing to schedule your Article 8 meeting, please provide available dates over the next 10 days for this meeting to occur.

Nothing in this correspondence should be construed to be a waiver or relinquishment of any of the Owners' rights, remedies or defenses under the Contract or at law.

Sincerely,



Matthew L. Westerman
Senior Legal Counsel

CC: David Beals, Assistant Attorney General *via e-mail*
Madison Dowlen, OFCC *via e-mail*
Clayton Keith, LendLease *via e-mail*
Don Gregory, Esq. *via e-mail*
Mike Madigan, Esq. *via e-mail*