

IN THE COURT OF CLAIMS OF OHIO

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

**PLAINTIFF TRANSAMERICA BUILDING COMPANY, INC.'S
FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO THE OHIO SCHOOL FACILITIES COMMISSION**

Pursuant to the Ohio Rules of Civil Procedure Rule 34, TransAmerica Building Company, Inc. (“TransAmerica”) propounds Requests for Production of Documents upon the Ohio School Facilities Commission, nka OFCC (“OSFC”), and requests that OSFC produce for inspection, examination, and copying the following documents and things within twenty-eight (28) days after service, at the offices of Kegler, Brown, Hill & Ritter, 65 East State Street, Suite 1800, Columbus, Ohio 43215.

DEFINITIONS AND INSTRUCTIONS

A. These Requests seek inspection and copying of Documents in the possession of OSFC and its respective agents, representatives, and attorneys.

B. With respect to any of the following requests as to which OSFC, after answering, acquires additional knowledge or information, TransAmerica asks that from time to time OSFC serve on the undersigned further answers within thirty (30) days after acquiring the additional knowledge or information. In the event OSFC acquires additional knowledge or information less

than thirty (30) days prior to trial, TransAmerica asks that OSFC serve on the undersigned further answers immediately upon acquiring the additional knowledge or information.

C. For the purposes of these requests, unless otherwise stated, the following terms shall have the meanings indicated:

D. "Document" is defined in the broadest sense permitted by the Ohio Rules of Civil Procedure, including, but not limited to, the following items, whether printed or recorded or reproduced by any other mechanical process, or written or produced by hand: work papers, preliminary drafts or notes, diagrams, agreements, communications, government hearings or reports, correspondence, e-mails and other electronic medium, telegrams, memoranda, check stubs, lien waivers, accounting ledgers, summaries or reports of meetings or conferences, summaries or investigations or negotiations, opinions or reports of consultants, photographs, motion picture films, videotape files, brochures, pamphlets, circulars, letters, any marginal comments under any documents, charts, schedules, diaries, all recording tapes or wires, any form of magnetic data whether stored on tape, discs, drum, or in any other manner and all writings or recorded material by whatever means or method recorded or stored.

E. "Person" includes natural persons, corporations, public corporations, governments, governmental agencies, counties, commissions, regulatory commissions, committees, partnerships, joint ventures, groups, firms, associations, or other organizations, and their representatives, agents and employees.

F. "TransAmerica" shall mean TransAmerica Building Company, Inc. and any consultant, agent, subcontractor, or representative (including, without limitation, attorneys and accountants); or any other Person acting or purporting to act for or on behalf of it or in concert

with it; its successors, parents, and affiliated corporations; and its respective directors, officers, representatives, agents, and employees.

G. “OSFC” shall mean Ohio School Facilities Commission (now known as the OFCC) and any consultant, agent, subcontractor, or representative (including, without limitation, attorneys and accountants), but not including TransAmerica; or any other Person acting or purporting to act for or on behalf of it or in concert with it; its successors, parents, and affiliated corporations; and its respective directors, officers, representatives, agents, and employees.

H. “Bovis” shall mean Bovis Lend Lease, Inc. and any consultant, agent, subcontractor, or representative (including, without limitation, attorneys and accountants); or any other Person acting or purporting to act for or on behalf of it or in concert with it; its successors, parents, and affiliated corporations; and its respective directors, officers, representatives, agents, and employees.

I. “SHP” shall mean SHP Leading Design and any consultant, agent, subcontractor, or representative (including, without limitation, attorneys and accountants); or any other Person acting or purporting to act for or on behalf of it or in concert with it; its successors, parents, and affiliated corporations; and its respective directors, officers, representatives, agents, and employees.

J. “Prime Contractors” shall mean any contractor having a direct contract with the OSFC for the Project, including TransAmerica.

K. “Project” means the construction project which is the subject of this action, commonly referred to as the Ohio Schools for the Deaf and Blind projects.

L. The terms “and” and “or” shall be construed conjunctively or disjunctively as necessary to make the Request inclusive rather than exclusive. The use of the word “including”

shall be construed without limitation. The terms “any” and “all” include “each” and “every.” The singular of any word shall include the plural, and the plural of any word shall include the singular.

M. The term “communications” includes writings and any contract, oral or written, formal or informal, at any time or place, and under any circumstances whatsoever, in which information of any nature was transmitted or exchanged in any form between any of the parties hereto or any of their officers, employees, agents, or representatives acting or purporting to act on their behalf.

N. Each and every request for a Document requires production of the Document in its entirety, without abbreviation or expurgation, and without redacting any portion of it.

O. More than one paragraph of this Request may ask for the same Document. Such duplication does not narrow or limit the request. Where a Document is requested in more than one numbered paragraph, only one copy of it need be produced.

P. If any Document is withheld under a claim of privilege or work product, OSFC must furnish a list identifying each Document for which the privilege or work product is claimed, together with the following information for each such Document: date, author, sender, recipient, person(s) to whom copies was/were furnished, job titles of each such person or persons, subject matter of the Document, number of pages in the Document, the basis or bases on which the privilege or work product is claimed, the paragraph or paragraphs of this Request to which the Document responds, the subject matter of the Document, the person in whose custody the Document is presently located, and whether any matter that is not privileged or not work product is discussed or mentioned in the Document.

Q. If any Document requested was, but is no longer in, OSFC's possession or subject to its control, or is no longer in existence, state whether it:

1. is missing or lost;
2. has been destroyed;
3. has been transferred, voluntarily or involuntarily, to others, and state the identity of those persons to whom it has been transferred;
4. has been otherwise disposed of, and in each instance, explain the circumstances surrounding such disposition, state the date or approximate date thereof, and the identity of the Person(s) with knowledge of such circumstances; and
5. identify the Document(s) that is/are missing, lost, destroyed, transferred, or otherwise disposed of by author, date, subject matter, addressee, and the number of pages.

R. At the time of production, specify in some reasonable manner the number of the Request(s) to which each Document responds.

REQUESTS FOR PRODUCTION

BOVIS'S PROJECT RECORD¹

- 1) Produce Bovis's Project Record as kept in the normal course of business.

RESPONSE:

PROJECT BUDGET AND REMAINING CONTINGENCY

- 2) Produce all Documents relating to or constituting budgets for the Project, including all drafts, revisions, modifications, locally funded initiatives, and amendments thereof.

¹ Note: the subject headings of these Requests are for convenience and reference only and in no way define, describe or limit the scope, meaning or intent of these Requests.

RESPONSE:

- 3) Produce all Documents or reports that show the actual costs to date, forecasted costs, and any remaining contingency for the Project.

RESPONSE:

PAY APPLICATIONS/INVOICES

- 4) Produce all pay applications submitted by the Prime Contractors for the Project.

RESPONSE:

- 5) Produce all pay applications submitted by Bovis for the Project.

RESPONSE:

- 6) Produce all pay applications submitted by SHP for the Project.

RESPONSE:

BIDDING/ESTIMATING

- 7) Produce all bids received by the OSFC in conjunction with the Project.

RESPONSE:

- 8) Produce all Documents relating to any questions asked by bidders during the bidding period.

RESPONSE:

SUBMITTALS/SHOP DRAWINGS

- 9) Produce all Submittal Logs for the Project.

RESPONSE:

- 10) Produce all Documents relating or referring to the approval of the submittals.

RESPONSE:

RFIs/CHANGES IN FIELD CONDITIONS

- 11) Produce all Documents relating or referring to changes in field conditions on the Project, alleged errors and/or omissions in the design, and/or changes in the design scope of the work for the Project, including without limitation, all design addenda, clarifications, responses to requests for information, architectural supplemental instructions, and change orders.

RESPONSE:

12) Produce all Documents relating to or referencing any requests for information submitted by the Prime Contractors for the Project.

RESPONSE:

13) Produce all RFI Logs for the Project.

RESPONSE:

EXTRA WORK

14) Produce any and all Documents referencing or relating to any change orders, requests for change orders, or proposed change orders by the Prime Contractors and the OSFC, including their consultant's response.

RESPONSE:

15) Produce any and all Documents referencing or relating to any approval or disapproval of any field work order, change order, or request for equitable adjustment provided by the OSFC and their consultants.

RESPONSE:

16) Produce any and all Documents relating to written notice the Prime Contractors provided for claims for additional work, either currently or in the past.

RESPONSE:

ADMINISTRATION OF CONSTRUCTION/COMMUNICATIONS

17) Produce all Documents, correspondence, and other communications between Bovis and the Prime Contractors referencing or relating to the Project.

RESPONSE:

18) Produce all Documents, correspondence, and other communications between SHP and the Prime Contractors referencing or relating to the Project.

RESPONSE:

19) Produce all Documents, correspondence, and other communications between the OSFC and the Prime Contractors referencing or relating to the Project.

RESPONSE:

20) Produce all Documents, correspondence, and other communications between the OSFC and the Prime Contractors referencing or relating to the Project.

RESPONSE:

21) Produce all Documents, correspondence, and other communications between Bovis, SHP, or the OSFC referencing or relating to the Project.

RESPONSE:

22) Produce all correspondence that was either provided to or received from the Department of Industrial Compliance as it relates to the Project in the possession of the OSFC, including any correspondence in reference to Correction Letters issued by the Department of Industrial Compliance.

RESPONSE:

23) Produce all internal written communications in the possession of the OSFC or Bovis relating to the Project or the subject matter of this lawsuit, including without limitation, memoranda, intraoffice memos, interoffice memos, e-mail, reports, notes, minutes, letters, and facsimiles.

RESPONSE:

24) Produce all Documents relating to or regarding the administration of the Project.

RESPONSE:

25) Produce all diaries, daily reports, logs or similar Documents relating to the Project, including without limitation those prepared by Bovis and the other Prime Contractors.

RESPONSE:

26) Produce all field memos or notes generated by Bovis and the other Prime Contractors regarding the progress of the work or deficiencies in construction of the Project.

RESPONSE:

27) Provide all documents that relate to the reconciliation that Bovis was contractually required to perform under Article 5 of its Contract with the OSFC.

RESPONSE:

28) Provide all correspondence relating to any request by Bovis for additional compensation for the Project on its behalf.

RESPONSE:

29) Provide all correspondence relating to any request by SHP for additional compensation for the Project on its behalf.

RESPONSE:

NOTICES AND CLAIMS ISSUED BY THE PRIME CONTRACTORS

30) Produce all delay notices issued by any of the Prime Contractors.

RESPONSE:

31) Provide all responses issued by Bovis to any delay notices.

RESPONSE:

32) Provide all requests for Article 8 Meetings by any of the Prime Contractors.

RESPONSE:

33) Provide all Claims submitted by the Prime Contractors under Article 8 of the General Conditions.

RESPONSE:

34) Produce all notices issued by Bovis seeking to assert liquidated damages against any of the Prime Contractors.

RESPONSE:

35) Produce all documents relating to the permits issued for the Project and any correction letters from the reviewing public authority.

RESPONSE:

36) Produce all certificate of occupancy permits issued for the Project including any temporary certificates.

RESPONSE:

MEETING MINUTES

37) Produce all minutes, agendas, notes, and other Documents regarding meetings for construction of the Project and the coordination of work. This would include, but is not limited to, the following minutes:

- a) The Construction Manager, OSFC, and SHP Meetings commonly referred to as Core Meetings.
- b) Construction meetings with Bovis and the Prime Contractors,

- c) Coordination meetings, and
- d) Meetings conducted to review a claim or request for equitable adjustment by TransAmerica.

RESPONSE:

SCHEDULES AND ALLEGED DELAYS

- 38) Produce all Documents relating to the schedule of activities performed by the Prime Contractors in connection with the Project, including but not limited to the following:
- a) All schedules issued to the Prime Contractors.
 - b) any two week look-aheads, and
 - c) any shop drawing or submittal schedule.

RESPONSE:

- 39) Produce all Documents relating to or alleging delays in performance of work on the Project.

RESPONSE:

- 40) Produce all Documents containing information as to the source and/or nature of any delay with respect to the Project.

RESPONSE:

41) Produce all Documents containing any schedule information the Prime Contractors provided to Bovis.

RESPONSE:

42) Provide all Construction Schedules issued to the Prime Contractors, this would include both hard paper format and electronic format in the schedule's native software.

RESPONSE:

43) Provide all signed schedules by the prime contractors.

RESPONSE:

PHOTOGRAPHS/VIDEOTAPES

44) Produce all photographs, slides, movie film, videotape, or any other type of film of the Project taken by Bovis prior to and during construction of the Project.

RESPONSE:

REPORTS/LOGS

45) Produce all reports issued by Bovis and SHP for the Project, including without limitation, the following:

- a) monthly reports;
- b) field inspection or quality control reports; and
- c) daily reports.

RESPONSE:

46) Produce any logs maintained and issued by Bovis and SHP including, without limitation, the following:

- a) outstanding issues log;
- b) request for information log;
- c) submittal log; and
- d) change order log.

RESPONSE:

E-MAILS

47) Produce all e-mails as it relates to the Project that Madison Dowlen either received or sent.

RESPONSE:

48) Produce all e-mails as it relates to the Project that Robert Grinch either received or sent.

RESPONSE:

49) Produce all e-mails as it relates to the Project that Chris Simonson either received or sent.

RESPONSE:

50) Produce all e-mails as it relates to the Project that Clay Keith of Bovis either received or sent.

RESPONSE:

51) Produce all e-mails as it relates to the Project that Jim Swartzmiller of Bovis either received or sent.

RESPONSE:

52) Produce all e-mails as it relates to the Project that Jim Smith of Bovis either received or sent.

RESPONSE:

53) Produce all e-mails as it relates to the Project that Andrew Maletz of SHP either received or sent.

RESPONSE:

54) Produce all e-mails as it relates to the Project that Joshua Predovich of SHP either received or sent.

RESPONSE:

REQUESTS FOR EQUITABLE ADJUSTMENT/CLAIMS/DAMAGES

55) Produce all requests for equitable adjustments or claims submitted by any of the Prime Contractors with regard to this Project.

RESPONSE:

56) Produce all Documents relating to the review or analysis of any request for equitable adjustment or claim by either Bovis, SHP, or the OSFC.

RESPONSE:

57) Produce all Documents relating to any alleged outstanding requests for change orders.

RESPONSE:

PROJECT CLOSEOUT

58) All fully executed Certificates of Contract Completion issued for the Project as described in Article 10 of the General Conditions.

RESPONSE:

59) Produce all Punch Lists issued for the Project.

RESPONSE:

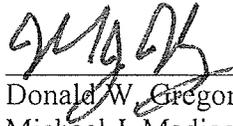
60) Any documents supporting any set-off or indemnity claim that may be pending or asserted as to TransAmerica's contract balance.

RESPONSE:

61) Any analysis, calculation or other document supporting the assessment of liquidated damages as to TransAmerica.

RESPONSE:

Respectfully submitted,



Donald W. Gregory (0021791)
Michael J. Madigan (0079377)
KEGLER BROWN HILL & RITTER CO.
65 East State Street, Suite 1800
Columbus, OH 43215
(614) 462-5400; Facsimile (614) 464-2634
dgregory@keglerbrown.com
mmadigan@keglerbrown.com
Attorneys for Plaintiff
TransAmerica Electric Company, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served via regular U.S. mail, postage prepaid, this 13TH day of August, 2013 to:

William C. Becker, Esq.
Craig D. Barclay, Esq.
Jerry Kasai, Esq.
Assistant Attorneys General
150 East Gay Street, 18th Floor
Columbus, OH 43215
(614) 466-7447
Facsimile: (614) 466-9185
william.becker@ohioattorneygeneral.gov
craig.barclay@ohioattorneygeneral.gov
jerry.kasai@ohioattorneygeneral.gov



Michael J. Madigan

(0079377)

IN THE COURT OF CLAIMS OF OHIO

TRANSAMERICA BUILDING	:	
CO., INC.	:	
	:	Case No. 2013-00349
Plaintiff,	:	
v.	:	
	:	
OHIO SCHOOL FACILITIES	:	
COMMISSION	:	
	:	
Defendant.	:	

DEFENDANT OSFC'S RESPONSE TO PLAINTIFF TRANSAMERICA'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

In response to Plaintiff TransAmerica's First Request for Production of Documents, Defendant Ohio School Facilities Commission ("OSFC") has arranged for Plaintiff to examine hard copy documents and electronic files in its custody on October 25, 2013, beginning at 9 a.m.

Respectfully submitted,

MICHAEL DeWINE
Ohio Attorney General



William C. Becker (0013476)
 Craig D. Barclay (0023041)
 Jerry Kasai (0019905)
 Assistant Attorneys General
 150 East Gay Street, 18th Floor
 Columbus, OH 43215-3130
 Phone: (614) 466-7447
 Fax: (614) 466-9185
 william.becker@ohioattorneygeneral.gov
 craig.barclay@ohioattorneygeneral.gov
 jerry.kasai@ohioattorneygeneral.gov

COUNSEL FOR DEFENDANT
OHIO SCHOOL FACILITIES COMMISSION

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Defendant's Response to Plaintiff's First Request for Production of Documents was sent by electronic mail and regular U.S. mail, postage prepaid, this 18 day of October, 2013 to:

Donald W. Gregory
Michael J. Madigan
65 East State Street, Suite 1800
Columbus, Ohio 43215
dgregory@keglerbrown.com
mmadigan@keglerbrown.com

Counsel for Plaintiff Transamerica



William C. Becker (0013476)
Assistant Attorney General

IN THE COURT OF CLAIMS OF OHIO

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

**PLAINTIFF TRANSAMERICA BUILDING COMPANY, INC.'S
SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO THE OHIO SCHOOL FACILITIES COMMISSION**

Pursuant to the Ohio Rules of Civil Procedure Rule 34, TransAmerica Building Company, Inc. ("TransAmerica") propounds Requests for Production of Documents upon the Ohio School Facilities Commission, nka OFCC ("OSFC"), and requests that OSFC produce for inspection, examination, and copying the following documents and things within twenty-eight (28) days after service, at the offices of Kegler, Brown, Hill & Ritter, 65 East State Street, Suite 1800, Columbus, Ohio 43215.

DEFINITIONS AND INSTRUCTIONS

A. These Requests seek inspection and copying of Documents in the possession of OSFC and its respective agents, representatives, and attorneys.

B. With respect to any of the following requests as to which OSFC, after answering, acquires additional knowledge or information, TransAmerica asks that from time to time OSFC serve on the undersigned further answers within thirty (30) days after acquiring the additional knowledge or information. In the event OSFC acquires additional knowledge or information less

than thirty (30) days prior to trial, TransAmerica asks that OSFC serve on the undersigned further answers immediately upon acquiring the additional knowledge or information.

C. For the purposes of these requests, unless otherwise stated, the following terms shall have the meanings indicated:

D. "Document" is defined in the broadest sense permitted by the Ohio Rules of Civil Procedure, including, but not limited to, the following items, whether printed or recorded or reproduced by any other mechanical process, or written or produced by hand: work papers, preliminary drafts or notes, diagrams, agreements, communications, government hearings or reports, correspondence, e-mails and other electronic medium, telegrams, memoranda, check stubs, lien waivers, accounting ledgers, summaries or reports of meetings or conferences, summaries or investigations or negotiations, opinions or reports of consultants, photographs, motion picture films, videotape files, brochures, pamphlets, circulars, letters, any marginal comments under any documents, charts, schedules, diaries, all recording tapes or wires, any form of magnetic data whether stored on tape, discs, drum, or in any other manner and all writings or recorded material by whatever means or method recorded or stored.

E. "Person" includes natural persons, corporations, public corporations, governments, governmental agencies, counties, commissions, regulatory commissions, committees, partnerships, joint ventures, groups, firms, associations, or other organizations, and their representatives, agents and employees.

F. "TransAmerica" shall mean TransAmerica Building Company, Inc. and any consultant, agent, subcontractor, or representative (including, without limitation, attorneys and accountants); or any other Person acting or purporting to act for or on behalf of it or in concert

with it; its successors, parents, and affiliated corporations; and its respective directors, officers, representatives, agents, and employees.

G. "OSFC" shall mean Ohio School Facilities Commission (now known as the OFCC) and any consultant, agent, subcontractor, or representative (including, without limitation, attorneys and accountants), but not including TransAmerica; or any other Person acting or purporting to act for or on behalf of it or in concert with it; its successors, parents, and affiliated corporations; and its respective directors, officers, representatives, agents, and employees.

H. "Lend Lease" shall mean Lend Lease, Inc. and any consultant, agent, subcontractor, or representative (including, without limitation, attorneys and accountants); or any other Person acting or purporting to act for or on behalf of it or in concert with it; its successors, parents, and affiliated corporations; and its respective directors, officers, representatives, agents, and employees.

I. "SHP" shall mean SHP Leading Design and any consultant, agent, subcontractor, or representative (including, without limitation, attorneys and accountants); or any other Person acting or purporting to act for or on behalf of it or in concert with it; its successors, parents, and affiliated corporations; and its respective directors, officers, representatives, agents, and employees.

J. "Prime Contractors" shall mean any contractor having a direct contract with the OSFC for the Project, including TransAmerica.

K. "Project" means the construction project which is the subject of this action, commonly referred to as the Ohio Schools for the Deaf and Blind projects.

L. The terms "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Request inclusive rather than exclusive. The use of the word "including"

shall be construed without limitation. The terms “any” and “all” include “each” and “every.” The singular of any word shall include the plural, and the plural of any word shall include the singular.

M. The term “communications” includes writings and any contract, oral or written, formal or informal, at any time or place, and under any circumstances whatsoever, in which information of any nature was transmitted or exchanged in any form between any of the parties hereto or any of their officers, employees, agents, or representatives acting or purporting to act on their behalf.

N. Each and every request for a Document requires production of the Document in its entirety, without abbreviation or expurgation, and without redacting any portion of it.

O. More than one paragraph of this Request may ask for the same Document. Such duplication does not narrow or limit the request. Where a Document is requested in more than one numbered paragraph, only one copy of it need be produced.

P. If any Document is withheld under a claim of privilege or work product, OSFC must furnish a list identifying each Document for which the privilege or work product is claimed, together with the following information for each such Document: date, author, sender, recipient, person(s) to whom copies was/were furnished, job titles of each such person or persons, subject matter of the Document, number of pages in the Document, the basis or bases on which the privilege or work product is claimed, the paragraph or paragraphs of this Request to which the Document responds, the subject matter of the Document, the person in whose custody the Document is presently located, and whether any matter that is not privileged or not work product is discussed or mentioned in the Document.

Q. If any Document requested was, but is no longer in, OSFC's possession or subject to its control, or is no longer in existence, state whether it:

1. is missing or lost;
2. has been destroyed;
3. has been transferred, voluntarily or involuntarily, to others, and state the identity of those persons to whom it has been transferred;
4. has been otherwise disposed of, and in each instance, explain the circumstances surrounding such disposition, state the date or approximate date thereof, and the identity of the Person(s) with knowledge of such circumstances; and
5. identify the Document(s) that is/are missing, lost, destroyed, transferred, or otherwise disposed of by author, date, subject matter, addressee, and the number of pages.

R. At the time of production, specify in some reasonable manner the number of the Request(s) to which each Document responds.

REQUESTS FOR PRODUCTION

- 1) Provide all staffing plans and/or implementation plans submitted by Lend Lease, including the revised staffing and or implementation plan to support Lend Lease's Amendment No. 4 and Additional Staffing Letter.

RESPONSE:

- 2) Provide all emails either received or sent by Executive Director Richard Hickman regarding the Project.

RESPONSE:

3) Provide the set of drawings for the dormitories that Lend Lease posted changes to and kept in its field office trailer as represented in the deposition of Jim Smith with Lend Lease.

RESPONSE:

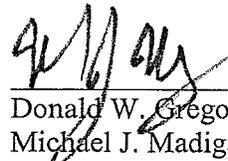
4) Provide the as-built set of plans for the dormitory portion of the Project.

RESPONSE:

5) Provide the latest budget for the Project, which includes the amount of actual costs incurred to date plus future committed costs.

RESPONSE:

Respectfully submitted,

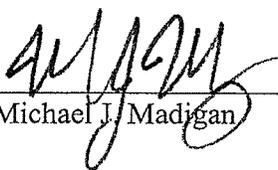


Donald W. Gregory (0021791)
Michael J. Madigan (0079377)
KEGLER BROWN HILL & RITTER CO.
65 East State Street, Suite 1800
Columbus, OH 43215
(614) 462-5400; Facsimile (614) 464-2634
dgregory@keglerbrown.com
mmadigan@keglerbrown.com
Attorneys for Plaintiff
TransAmerica Electric Company, Inc.

CERTIFICATE OF SERVICE

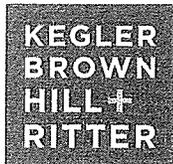
I hereby certify that a copy of the foregoing was served via regular U.S. mail, postage prepaid, this 28th day of March, 2014 to:

William C. Becker, Esq.
Craig D. Barclay, Esq.
Jerry Kasai, Esq.
Assistant Attorneys General
150 East Gay Street, 18th Floor
Columbus, OH 43215
(614) 466-7447
Facsimile: (614) 466-9185
william.becker@ohioattorneygeneral.gov
craig.barclay@ohioattorneygeneral.gov
jerry.kasai@ohioattorneygeneral.gov



Michael J. Madigan

(0079377)



Kegler Brown Hill + Ritter Co. LPA
65 East State Street, Suite 1800
Columbus, OH 43215
(614) 462-5400
www.keglerbrown.com

Michael J. Madigan, Esq.
Direct Dial: (614) 462-5478
Facsimile: (614) 464-2634
E-mail: mmadigan@keglerbrown.com

June 26, 2014

Via E-mail Only: William.Becker@ohioattorneygeneral.gov

William C. Becker Esq.
Court of Claims of Ohio
Court of Claims Defense Section
150 E. Gay St., 23rd Floor
Columbus OH 43215

Re: Outstanding Discovery for TransAmerica v. OSFC

Bill:

With this letter, I am providing a list of discovery items that remain outstanding. Because we have exchanged a substantial amount of information over the past year, if I have missed something that was previously provided, please let me know. Nonetheless, this is the list I have.

Item	Form of Request	Date of Request
All e-mails of Chris Simonson	First Request for Production of Documents - Item #49	August 13, 2013
All certificate of occupancy permits issued for the Project including any temporary certificates.	First Request for Production of Documents - Item #36	August 13, 2013
TransAmerica's First Request For Interrogatories	First Request For Interrogatories	March 28, 2014
LL Staffing/Implementation Plan	Second Request For Production of Documents - Item #1	March 28, 2014
LL "Posted Changes" Plans kept in its Trailer	Second Request For Production of Documents - Item #3	March 28, 2014



Project As-Builts For Dormitory Portion	Second Request For Production of Documents – Item #4	March 28, 2014
Latest Project Budget	Second Request For Production of Documents – Item #4	March 28, 2014
Privilege Log, including those of Rob Grinch.	E-mail	April 9, 2014
Remaining Core Meeting Minutes or Confirmation They Do Not Exist	E-mail	June 15, 2014 – Margie indicated she could not locate any from their production but I would like to confirm that the OSFC has stopped searching.

We are also missing information that was previously requested through a subpoena to Andy Englehart. The missing information relates to the following presentation and information material that was generated by Andy:

- a. Construction Claims
 - i. "Proving Your Claim"
 - ii. "Can This Job Be Saved?"
 - iii. "Anatomy of a Construction Claim"
 - iv. "Use of Critical Path Scheduling Methodologies in Claims Analysis"
 - v. "Documenting Conditions to Allow for a Successful Claim"
 - vi. "Documenting Conditions to Defendant Against a Possible Claim"
 - vii. "How to Understand & Negotiate a Contractor's Claim"
 - viii. "Construction Claims – Owner's Perspective"
- b. Scheduling and Estimating
 - i. "Budget Estimating Versus Bid Estimating"
- c. General Construction Topics
 - i. "How to Avoid a Failing Grade on your School Construction Project"



William C. Becker, Esq.
June 26, 2014
Page 3

During Andy's deposition, he indicated that his presentation and educational material, to the extent it existed, was provided in the batch of documents he had provided pursuant to the subpoena TransAmerica issued. However, I have reviewed the documents he provided and was not able to identify any of this material. Could you check with Andy's office and see if this information was inadvertently omitted or if I just simply missed it in my review? Additionally, at Andy's deposition I had requested his Excel spreadsheet that was used to replicate TransAmerica's job cost report. Could you obtain this spreadsheet as well in its native format so that we can review Andy's logic.

Please review the above and let me know the status of this remaining information. I would like to have all of this in advance of our July 10, 2014 Mediation as most of this was requested some time ago. Earlier today, I also provided you the follow-up documents relating to Don McCarthy's deposition. With that submission, I believe TransAmerica has complied with all of the past requests of the OFCC. To date, we have worked through any discovery disputes without involving the Court and I expect we will continue to do so. Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "MJM", written over the printed name of Michael J. Madigan.

Michael J. Madigan

MJM/tlg

cc: Donald W. Gregory, Esq.

E

Madigan, Michael

From: William C. Becker <william.becker@ohioattorneygeneral.gov>
Sent: Wednesday, July 2, 2014 8:45 AM
To: Madigan, Michael
Cc: Craig Barclay; Margie Welsheimer; Jerry K. Kasai; Gregory, Don
Subject: RE: School for Blind and Deaf

Michael - we'll run down what we can.

William C. Becker

William C. Becker
Principal Attorney, Court of Claims Defense
Ohio Attorney General Mike DeWine
PHONE 614.466.7447
FAX 614.644.9185
EMAIL william.becker@ohioattorneygeneral.gov

150 East Gay Street, Floor 18
Columbus, Ohio 43215
www.ohioattorneygeneral.gov

From: Madigan, Michael [mailto:MMadigan@keglerbrown.com]
Sent: Thursday, June 26, 2014 4:55 PM
To: William C. Becker
Cc: Craig Barclay; Margie Welsheimer; Jerry K. Kasai; Gregory, Don
Subject: School for Blind and Deaf

Bill:

Attached is my list of outstanding discovery.

Michael J. Madigan
Kegler, Brown, Hill & Ritter
65 E. State Street, Suite 1800
Columbus, OH 43215
(614) 462-5478
(614) 464-2634 (Fax)

This e-mail message is intended by Kegler, Brown, Hill & Ritter, Co., L.P.A. to be received and used only by the individual or entity to which it is properly addressed. This message may contain information that is proprietary, privileged and/or confidential. It is not intended for transmission to, or receipt by, anyone other than the named addressee. If you have improperly received this transmission, please delete it from your system without copying or forwarding it, and notify Michael Madigan of the error by reply e-mail or by calling toll free, 1-800-860-7885. Thank you.

F

Madigan, Michael

From: Madigan, Michael
Sent: Friday, September 5, 2014 11:59 AM
To: 'William C. Becker'; matt.westerman@ofcc.ohio.gov
Cc: Gregory, Don; Craig Barclay (Craig.Barclay@ohioattorneygeneral.gov) (Craig.Barclay@ohioattorneygeneral.gov); Jerry K. Kasai (Jerry.Kasai@ohioattorneygeneral.gov); Berg, Peter
Subject: TransAmerica - Outstanding Discovery
Attachments: June 26 Outstanding Discovery.pdf

Bill and Matt:

Prior to the mediation and discovery cutoff, I provided a list of outstanding discovery.

Unless I missed it, I believe very few of the items have been addressed, notably Englehart's material, Simonson's emails, and the Interrogatories.

Please provide responses with respect to the outstanding items within the next two weeks as these items have been outstanding for months.

Our Pretrial Statement will be filed later this afternoon.

Mike

Michael J. Madigan
Kegler, Brown, Hill & Ritter
65 E. State Street, Suite 1800
Columbus, OH 43215
(614) 462-5478
(614) 464-2634 (Fax)

This e-mail message is intended by Kegler, Brown, Hill & Ritter, Co., L.P.A. to be received and used only by the individual or entity to which it is properly addressed. This message may contain information that is proprietary, privileged and/or confidential. It is not intended for transmission to, or receipt by, anyone other than the named addressee. If you have improperly received this transmission, please delete it from your system without copying or forwarding it, and notify Michael Madigan of the error by reply e-mail or by calling toll free, 1-800-860-7885. Thank you.

Madigan, Michael

From: Madigan, Michael
Sent: Tuesday, December 9, 2014 1:47 PM
To: 'William C. Becker'
Cc: aenglehart@cpsconsult.com; Craig Barclay; Jerry K. Kasai; Margie Welsheimer; Damich Dawson; Gregory, Don; dmccarthy@columbus.rr.com
Subject: RE: FW: T/A
Attachments: June 26 Outstanding Discovery.pdf

Bill:

I will work on printing out the documents noted below. We don't have the scheduling software so I'll have to work with Don McCarthy to print those items out.

On a different note could you work on the discovery documents that haven't been provided. See my attached June letter. I obviously didn't pursue this after the July mediation hoping it wouldn't be necessary, but that is no longer the case.

I think the items that have been provided since June are the interrogatory responses, the last three entries in the table, and Englehart's publications, everything else is still outstanding, including the emails of Chris Simonson.

If I am wrong on that, let me know. Thanks

Mike

From: William C. Becker [mailto:william.becker@ohioattorneygeneral.gov]
Sent: Tuesday, December 9, 2014 1:26 PM
To: Madigan, Michael
Cc: aenglehart@cpsconsult.com; Craig Barclay; Jerry K. Kasai; Margie Welsheimer; Damich Dawson
Subject: FW: FW: T/A

Mike - see below for additional documents we'd like Don M to have a hard copy of at his depo Thurs.

William C. Becker

William C. Becker
Principal Attorney, Court of Claims Defense
Ohio Attorney General Mike DeWine
PHONE 614.466.7447
FAX 614.644.9185
EMAIL william.becker@ohioattorneygeneral.gov

150 East Gay Street, Floor 18
Columbus, Ohio 43215
www.ohioattorneygeneral.gov

Madigan, Michael

From: Margie Welsheimer <Marjorie.Welsheimer@ohioattorneygeneral.gov>
Sent: Tuesday, January 27, 2015 9:54 AM
To: Madigan, Michael; Gregory, Don; Berg, Peter
Cc: William C. Becker
Subject: FW: T/A

Hi Mike: Bill forwarded your email to my attention. We've been looking into these items, and we have verified with OSFC that it has provided all responsive documents in its possession. Here are responses to your requests (in red, below).

1. Emails of Chris Simonson (from October 1, 2010 – March 1, 2014). Please subpoena School for Blind/Deaf directly.
2. Certificate of Occupancy issued for the dormitory portion, including any Temporary Occupancy Permits. Please subpoena Lend Lease directly.
3. Lend Lease Staffing/Implementation Plan Provided 10/2/14. See six excel spreadsheets produced in their native formats, identified as OSFC007091-007096.
4. LL "Posted Changes" Plans kept in its Trailer during construction as represented by its Superintendent Please subpoena Lend Lease directly.
5. Project As-Builts for the dormitory portion Please subpoena Lend Lease directly.

Thank you,



Margie Welsheimer

Paralegal - Court of Claims Defense
Office of Ohio Attorney General Mike DeWine
150 East Gay Street, 18th Floor
Columbus, Ohio 43215
Office: (614) 466-7447
Direct: (614) 644-9356

From: Madigan, Michael [mailto:MMadigan@keglerbrown.com]
Sent: Monday, January 26, 2015 05:14 PM
To: William C. Becker
Cc: Craig Barclay; Jerry K. Kasai; Gregory, Don <DGregory@keglerbrown.com>; Berg, Peter <PBerg@keglerbrown.com>
Subject: RE: FW: T/A

Bill:

By next Monday (February 2, 2015), please provide the following documents.

1. Emails of Chris Simonson (from October 1, 2010 – March 1, 2014)
2. Certificate of Occupancy issued for the dormitory portion, including any Temporary Occupancy Permits.
3. Lend Lease Staffing/Implementation Plan
4. LL "Posted Changes" Plans kept in its Trailer during construction as represented by its Superintendent
5. Project As-Builts for the dormitory portion

All of this was previously requested as indicated in my June letter. Otherwise, I'll have to involve the Court.

The OSFC has had plenty of time to track this information down and I can't let this discovery go outstanding any longer as we approach the May trial date.

Mike

From: Madigan, Michael
Sent: Tuesday, December 9, 2014 1:47 PM
To: 'William C. Becker'
Cc: aenglehart@cpsconsult.com; Craig Barclay; Jerry K. Kasai; Margie Welsheimer; Damich Dawson; Gregory, Don; dmccarthy@columbus.rr.com
Subject: RE: FW: T/A

Bill:

I will work on printing out the documents noted below. We don't have the scheduling software so I'll have to work with Don McCarthy to print those items out.

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 JIM SMITH

- - - - -

Taken at Lend Lease
111 West Rich Street, Ste. 280
Columbus, Ohio 43215
March 27, 2014, 8:56 a.m.

- - - - -

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

- - - - -

Page 38

1 A. Not my expectation. That's what
2 they -- yes, it is my expectation, but yet they
3 also wanted to slam all these foundations in.
4 So they were proceeding because this is
5 what they approached us and wanted to do. They
6 would get all these foundations in, and that's
7 what compounded issues with delay on the walls,
8 because they concentrated on getting all the
9 foundations in instead of concentrating on getting
10 the walls fabbed right.
11 MR. MADIGAN: This is a new exhibit;
12 129.
13 A. And I believe that is noted in my
14 meeting minutes, not to lose sight of these walls
15 because we're pounding out foundations.
16 MR. PAYNTER: What's the number, Mike?
17 MR. MADIGAN: 129.
18 MR. PAYNTER: Thank you.
19 A. I believe it's also noted in my meeting
20 minutes that I disagreed with that, that I felt
21 they should be framing walls instead of pouring
22 foundations so far ahead. It's in my meeting
23 minutes.
24 Q. But you're the construction manager,

Page 39

1 right?
2 A. Uh-huh.
3 Q. Yes?
4 A. Yes.
5 Q. If a prime contractor's proceeding with
6 work that you don't believe he should be
7 proceeding with, shouldn't you tell him?
8 A. I did.
9 Q. And shouldn't you direct him to do it
10 the way you want him to do it?
11 A. We tried --
12 MR. PAYNTER: Objection. Go ahead.
13 A. We tried to work with TransAmerica to
14 let them get ahead. They assured us by doing this
15 they would be so far ahead of all these other
16 contractors they would never be able to catch up,
17 and to help them save money so they weren't
18 mobilizing back and forth, we agreed to go ahead
19 and let them.
20 I didn't -- like I said, my personal
21 opinion was, my fear was they would lose sight of
22 where they're supposed to be. Instead of getting
23 foundations in, they lost sight -- instead of
24 getting the walls and stuff in order like they

Page 40

1 should have been per the phasing on the schedule,
2 they lost sight and concentrated only on
3 foundations.
4 Q. And that's what I'm focusing on is you
5 had concerns with TransAmerica proceeding with the
6 foundations ahead of schedule in your mind; is
7 that fair?
8 A. Yeah.
9 Q. But at the end of the day, Lend Lease
10 was okay with it because they thought that
11 TransAmerica was going to be able -- that was
12 going to benefit the project?
13 A. I had the same concerns on every job.
14 I haven't done too many contractor buildings that
15 I don't have concerns. I've always got concerns.
16 All I'm saying is we tried to go and we met with
17 TransAmerica. They assured us what they were
18 going to do.
19 Q. And my question is either Lend Lease
20 wasn't okay with it, and if they weren't okay with
21 it, they could have had TransAmerica do it the way
22 Lend Lease wanted them to do it, right?
23 A. Do you always agree with everything
24 that happens?

Page 41

1 Q. My question is you allowed -- you
2 allowed -- Lend Lease allowed TransAmerica to do
3 it that way, correct?
4 A. I'm saying Lend Lease was a team player
5 because we were assured by TransAmerica that they
6 would blow every contractor out of the water
7 because they could put all these foundations in
8 and be able to get these buildings up so quickly
9 that no other contractor would stay up. So we was
10 a team player to allow this to go on and help
11 TransAmerica save money so they weren't mobilizing
12 so many times. That's what I'm saying.
13 Q. Now, you're aware that there was
14 a -- that TransAmerica was working off of a bid
15 set of drawings, correct?
16 A. Uh-huh.
17 Q. Yes?
18 A. Yes.
19 Q. And you're aware that there was talk
20 about providing them with an updated construction
21 set of drawings --
22 A. Yes.
23 Q. -- correct?
24 A. Yes.

<p style="text-align: right;">Page 42</p> <p>1 Q. And you agree with me that updated 2 construction set of drawings, that complete set 3 was never provided to TransAmerica. 4 A. I'm saying there was a complete set 5 with all the updates, any RFI changes posted on a 6 bid set of documents in both of my offices. So 7 any changes, any RFI changes, any bulletins, 8 anything that went out was posted in this set of 9 drawings for TransAmerica to review. 10 TransAmerica -- each prime contractor 11 had to come in monthly and review these drawings 12 and sign off on them. So TransAmerica had all 13 changes on anything that was added in the project 14 as it was added was on these documents that 15 TransAmerica signed off on monthly. 16 Q. Okay. I want to talk about that. 17 A. Okay. 18 Q. So you're telling me there's a set of 19 plans where the prime contractors have signed off 20 on them? 21 A. Yes. 22 Q. Is that what you're telling me? 23 A. Yes. 24 Q. Is that -- because I've looked at all</p>	<p style="text-align: right;">Page 44</p> <p>1 They were supposed to come in there, review these 2 drawings for any changes. 3 It's mentioned many times in my meeting 4 minutes the drawings are in there, guys. You need 5 to get in there and make sure you review them and 6 sign them, the updated set of drawings. As 7 updates come, they were posted. They were always 8 there and available in both trailers for everyone 9 to review, and they did have to sign them. 10 MR. MADIGAN: This is 129. 11 ----- 12 Thereupon, Deposition Exhibit 129 is 13 marked for purposes of identification. 14 ----- 15 Q. The reporter's just handed you Exhibit 16 129, which is an e-mail chain ending at January 17 25th, 2011, from Clay Keith, and you can see you 18 are copied in on this e-mail chain. 19 A. Uh-huh. 20 Q. Is that a yes? 21 A. Yes. Sorry. 22 Q. And you can see Clay is telling Josh 23 Predovich with SHP, "We just checked A103 south 24 elevation and the bid set dimension is 60 feet an</p>
<p style="text-align: right;">Page 43</p> <p>1 these documents. 2 A. Look on the front sheet of the as-built 3 drawings that was posted and kept in the trailer 4 throughout the whole project. Any time anything 5 was added I personally would post that information 6 in there, highlight it, and I made a little block 7 up there, contract -- because this was to do with 8 their pay apps, too. 9 Q. But I want to be very clear on this, 10 because I have not seen that set of plans. And 11 I've looked, and if it exists, I want to see it. 12 A. Oh, it exists. 13 Q. And I want to be very clear that you're 14 telling me that there is a set of plans that you 15 were updating that were signed by the other prime 16 contractors. 17 A. Yes, for both sites. 18 Q. For both sites? 19 A. Yes. 20 Q. Okay. 21 A. They were required to come in and 22 actually do any updates or changes on that -- we 23 call them redline drawings. That was part of 24 their monthly -- and dealt with their pay app.</p>	<p style="text-align: right;">Page 45</p> <p>1 inch and a half. The construction set is 60 feet, 2 8 inches in comparison." Do you see that? 3 A. Uh-huh. 4 Q. Yes? 5 A. Yes. 6 Q. Now, you'd agree with me this is an 7 instance where Lend Lease is identifying 8 differences between this bid set of drawings and 9 this construction set of drawings, correct? 10 A. Yes. 11 Q. And this is in January of -- this is 12 January 25th, 2011, right? 13 A. Yes. 14 Q. It goes on to say, "In reference to 15 using A300, we do not have that sheet, it should 16 be A301. Also in sheet A301 we ran the strings 17 for the two lines directly above EM14 label and it 18 appears there is a bust of 4 feet, 10 inches just 19 in those two lines." 20 Do you see that? 21 A. Yes, but I also see these e-mails are 22 between Josh Predovich, Clay, and Joe Rice. 23 Q. No, my question is -- okay. I'll let 24 you finish --</p>



COURT OF CLAIMS OF OHIO

The Ohio Judicial Center
65 South Front Street, Third Floor
Columbus, OH 43215
614. 387.9800 or 1.800.824.8263
www.cco.state.oh.us

Subpoena

TransAmerica Building Company, Inc.,
Plaintiff

V.

Case Number: 2013-00349

Ohio School Facilities Commission,
nka Ohio Facilities Construction Commission,
Defendant

Judge: McGrath

Referee: Wampler

To: Bovis Lend Lease, Inc.
111 West Rich Street, Ste. 200
Columbus, OH 43215

YOU ARE HEREBY COMMANDED TO:

- Attend and give testimony at a trial on the date, time and at the place specified below.
- Attend to testify and produce documents and/or tangible things at a (trial) (hearing) (deposition) on the date, time and at the place specified below.
- Produce and permit inspection and copying, on the date and at the time and place specified below, of any designated documents that are in your possession custody or control.
- Produce and permit inspection and copying, testing or sampling, on the date and at the time and place specified below, of any tangible things that are in your possession, custody or control.
- Permit entry upon the following described land or other property, for the purposes described in civil 34(a)(3), on the date and at the time and place specified below.

Description of land or other premises:

DATE: September 10, 2013 TIME: 9:00 a.m. PLACE: Kegler, Brown, Hill & Ritter Co. LPA
65 East State Street, Ste. 1800
Columbus, OH 43215

DESCRIPTION OF ITEMS TO BE PRODUCED:

All files related to the Ohio School for the Deaf and Ohio State School for the Blind Project including the following:

- 1) All email of Jim Swartzmiller, Jim Smith, and Clay Keith (including all attachments);
- 2) All pictures and video in the possession of LL relating to the Project; and
- 3) LL's entire Project File, including its Prolog file, all meeting minutes, schedules (in their native format) and any analysis of claims submitted by prime contractors

THE STATE OF OHIO

County, ss

To the Sheriff of _____ County, Ohio, Greetings:

YOU ARE HEREBY COMMANDED TO SUBPOENA THE ABOVE NAMED PERSON.

WITNESS MY HAND AND SEAL OF SAID COURT THIS 13th DAY OF August, 20 13,
CLERK OF THE COURT OF CLAIMS OF OHIO.

BY: 
Michael J. Madigan, Attorney for Plaintiff

REQUESTING PARTY INFORMATION:

NAME: Michael J. Madigan (0079377)

(ATTORNEY FOR:) Plaintiff

TELEPHONE NUMBER (614) 462-5400

NOTE: READ ALL INFORMATION ON THIS SUBPOENA.

Civil Rule 45 (C) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena.

(2) (a) A person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule need not appear in person at the place of production or inspection unless commanded to attend and give testimony at a deposition, hearing or trial.

(b) Subject to division (D)(2) of this rule, a person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule may, within fourteen days after service of the subpoena or before the time specified for compliance if such time is less than fourteen days after service, serve upon the party or attorney designated in the subpoena written objections to production. If objection is made, the party serving the subpoena shall not be entitled to production except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena, upon notice to the person commanded to produce, may move at any time for an order to compel the production. An order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the production commanded.

(3) On timely motion, the court from which the subpoena was issued shall quash or modify the subpoena, or order appearance or production only under specified conditions, if the subpoena does any of the following:

(a) Fails to allow reasonable time to comply;

(b) Requires disclosure of privileged or otherwise protected matter and no exception or waiver applies;

(c) Requires disclosure of a fact known or opinion held by an expert not retained or specially employed by any party in anticipation of litigation or preparation for trial as described by Civ. R. 26(B)(4), if the fact or opinion does not describe specific events or occurrences in dispute and results from study by that expert that was not made at the request of any party;

(d) Subjects a person to undue burden.

(4) Before filing a motion pursuant to division (C)(3)(d) of this rule, a person resisting discovery under this rule shall attempt to resolve any claim of undue burden through discussions with the issuing attorney. A motion filed pursuant to division (C)(3)(d) of this rule shall be supported by an affidavit of the subpoenaed person or a certificate of that person's attorney of the efforts made to resolve any claim of undue burden.

(5) If a motion is made under division (C)(3)(c) or (C)(3)(d) of this rule, the court shall quash or modify the subpoena unless the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated.

Civil Rule 45 (D) Duties in responding to subpoena.

(1) A person responding to a subpoena to produce documents shall, at the person's option, produce them as they are kept in the usual course of business or organized and labelled to correspond with the categories in the subpoena. A person producing documents pursuant to a subpoena for them shall permit their inspection and copying by all parties present at the time and place set in the subpoena for inspection and copying.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials under Civ. R. 26(B)(3) or (4), the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

Civil Rule 45 (E) Sanctions.

Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. A subpoenaed person or that person's attorney who frivolously resists discovery under this rule may be required by the court to pay the reasonable expenses, including reasonable attorney's fees, of the party seeking the discovery. The court from which a subpoena was issued may impose upon a party or attorney in breach of the duty imposed by division (C)(1) of this rule an appropriate sanction, which may include, but is not limited to, lost earnings and reasonable attorney's fees.

RETURN OF SERVICE

I RECEIVED THIS SUBPOENA ON 8-13-13, AND SERVED THE PARTY

NAMED ON THE REVERSE

HEREOF BY Certified mail ON 8-15-13

I WAS UNABLE TO COMPLETE SERVICE FOR THE FOLLOWING REASON:

Sheriff's Fees

Service _____

Mileage _____

Copy _____

Total _____



Signature of Serving Party

Circle One: Deputy Sherriff Attorney

Other: Process Server Deputy Clerk

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bovis Lend Lease, Inc.
Attn: Custodian of Records
111 West Rich Street, Suite 200
Columbus, OH 43215

2. Article Number
 (Transfer from service label)

7009 2820 0001 1825 5941

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) Susan Rose C. Date of Delivery

D. Is delivery address different from Item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

K

Madigan, Michael

From: Swartzmiller, Jim <Jim.Swartzmiller@lendlease.com>
Sent: Friday, September 20, 2013 11:49 AM
To: Madigan, Michael
Cc: Westerman, Matt (Matt.Westerman@ofcc.ohio.gov)
Subject: Lend Lease Subpoena - TransAmerica
Attachments: Bovis Subpoena.pdf

Mr. Madigan –

We believe you have been previously afforded you all of the documents listed on the attached subpoena with the exception of project photos which we will forward to your office by this Monday 9-23-13.

Jim

Jim Swartzmiller, Jr. | Vice President | Project Management & Construction | Lend Lease
111 West Rich Street, Suite 280, Columbus, Ohio 43215
T 614 621 1368 | F 614 621 4149 | M 614 565 5453
jim.swartzmiller@lendlease.com | www.lendlease.com

 Please consider the environment before printing this e-mail.

This email and any attachments are confidential and may also contain copyright material of the Lend Lease Group. If you are not the intended recipient, please notify us immediately and delete all copies of this message. You must not copy, use, disclose, distribute or rely on the information contained in it. Copying or use of this communication or information in it is strictly prohibited and may be unlawful. Contracts cannot be concluded with the Lend Lease Group nor service effected by email. None of the staff of the Lend Lease Group are authorised to enter into contracts on behalf of any member of the Lend Lease Group in this manner. The fact that this communication is in electronic form does not constitute our consent to conduct transactions by electronic means or to use or accept electronic records or electronic signatures. Confidentiality and legal privilege attached to this communication are not waived or lost by reason of mistaken delivery to you. Lend Lease does not guarantee that this email or the attachment(s) are unaffected by computer virus, corruption or other defects and accepts no liability for any damage caused by this email or its attachments due to viruses, interception, corruption or unauthorised access. Lend Lease Group may monitor email traffic data and also the content of email for the purposes of security and staff training. Please note that our servers may not be located in your country. A list of Lend Lease Group entities can be found on our [website](#).

Madigan, Michael

From: Madigan, Michael
Sent: Tuesday, February 4, 2014 5:24 PM
To: Paynter, Craig B. (cpaynter@taftlaw.com)
Cc: William C. Becker; Jerry K. Kasai (Jerry.Kasai@ohioattorneygeneral.gov); Gregory, Don
Subject: School for Blind & Deaf - Lend Lease Project Records

Craig:

Thanks for your recent response on the emails. Unfortunately, that is as narrow as I can make it. The added time you need to respond is fine.

On a different topic, I would like to make arrangements to review Lend Lease's Project Record on February 14th. I assume someone from the AG's office will also attend. At the conclusion of the review, I will have our copier make copies similar to what we have done in the past for this case.

By Project Record, this would include those hard documents that were kept in the normal course of the Project and that I presume are either still at the Project site or at Lend Lease's office. I had access to these in June of 2012 and I would presume I could get similar access again. In particular, I want to see the following:

- Pay applications approved by Lend Lease for all prime contractors.
- Close out documents provided by all prime contractors.
- All certificates of contract completion.
- The set of plans Lend Lease used during construction and that it updated throughout.
- Any as-built set of plans in Lend Lease's possession.
- All meeting minutes, including executive and core meeting minutes.
- Any claims submitted by the prime contractors and LL's response.

This would not include any emails, so I would think these documents would already be in a central location and it would not take much to provide us access. If it is more complicated than that, give me a call and we can work through it. Thanks

Thanks

Mike

Michael J. Madigan
Kegler, Brown, Hill & Ritter
65 E. State Street, Suite 1800
Columbus, OH 43215
(614) 462-5478
(614) 464-2634 (Fax)

This e-mail message is intended by Kegler, Brown, Hill & Ritter, Co., L.P.A. to be received and used only by the individual or entity to which it is properly addressed. This message may contain information that is proprietary, privileged and/or confidential. It is not intended for transmission to, or receipt by, anyone other than the named addressee. If you have

M

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 MADISON WILLIAM DOWLEN

- - - - -

Taken at Ohio Facilities Construction Commission
30 West Spring Street
Columbus, Ohio 43215
April 28, 2014, 9:06 a.m.

- - - - -

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

- - - - -

<p style="text-align: right;">Page 166</p> <p>1 We'll work something out, right?</p> <p>2 A. Yes.</p> <p>3 MR. GREGORY: Let's mark this next.</p> <p>4 -----</p> <p>5 Thereupon, Deposition Exhibit 221 is</p> <p>6 marked for purposes of identification.</p> <p>7 -----</p> <p>8 Q. Showing you Exhibit 221. Can you</p> <p>9 confirm that as of July 2012 there was a</p> <p>10 difference of about \$14,000 from the project</p> <p>11 committee's cost to the budget of almost \$44</p> <p>12 million?</p> <p>13 Turn to the --</p> <p>14 A. Second page?</p> <p>15 Q. -- second page there. So can you</p> <p>16 confirm that for me?</p> <p>17 A. What do you want me to confirm?</p> <p>18 Q. That the -- that there was a difference</p> <p>19 of about \$14,000 from the project's committed cost</p> <p>20 to the budget of a little over \$44 million. It</p> <p>21 was in the red about 14,000 bucks.</p> <p>22 A. No. That's incorrect. This was</p> <p>23 relevant to a -- there was a budget status sheet.</p> <p>24 A long time ago someone used that</p>	<p style="text-align: right;">Page 168</p> <p>1 approval was July 29, 2010, that would be almost</p> <p>2 two full years, agreed?</p> <p>3 A. Yes, but final plan approval is not</p> <p>4 solely based on when the architect is supposed to</p> <p>5 get it. A lot of things are supposed to occur</p> <p>6 before that happens --</p> <p>7 Q. So as a --</p> <p>8 A. -- like the building has to be finished</p> <p>9 or at a certain point where it's acceptable to get</p> <p>10 that final plan approval. So it depends on trade</p> <p>11 contractors and a lot of things, so...</p> <p>12 Q. So you think the building needs to be</p> <p>13 basically finished to get the certificate of plan</p> <p>14 approval from the DIC?</p> <p>15 A. I don't know.</p> <p>16 Q. And the issue of building permits and</p> <p>17 plan approvals isn't something you're real</p> <p>18 knowledgeable about, agreed?</p> <p>19 A. Sure.</p> <p>20 Q. So you don't know whether that is</p> <p>21 typical to have a two-year delay from the initial</p> <p>22 partial plan approval on the shell and two years</p> <p>23 to get final approval?</p> <p>24 MR. BECKER: Objection; asked and</p>
<p style="text-align: right;">Page 167</p> <p>1 \$43,980,000 figure. Somebody used a wrong figure</p> <p>2 number because they didn't have the exact number</p> <p>3 there, the 43,965,798. So I was making a point</p> <p>4 that hey, our actual budget is 43,965,798 and not</p> <p>5 that total round figure number. So that was just</p> <p>6 a clarification thing.</p> <p>7 Q. Got you.</p> <p>8 A. It has nothing do with the budget</p> <p>9 shortfall.</p> <p>10 Q. Got you.</p> <p>11 -----</p> <p>12 Thereupon, Deposition Exhibit 222 is</p> <p>13 marked for purposes of identification.</p> <p>14 -----</p> <p>15 Q. I'm going to show you Exhibit 222.</p> <p>16 This is a document from DIC that appears to show</p> <p>17 Certificate of Final Plan Approval on July 18,</p> <p>18 2012, correct?</p> <p>19 A. Correct.</p> <p>20 Q. Would you agree that it took SHP</p> <p>21 approximately two years to obtain the full plan</p> <p>22 approval for the project?</p> <p>23 A. I don't know.</p> <p>24 Q. Assuming the initial partial plan</p>	<p style="text-align: right;">Page 169</p> <p>1 answered, assumes facts not established.</p> <p>2 A. I don't know.</p> <p>3 Q. If an architect can't get full plan</p> <p>4 approval within two years, would that suggest the</p> <p>5 initial plans weren't accurate in the first place?</p> <p>6 MR. BECKER: Objection; vague, calls</p> <p>7 for speculation.</p> <p>8 A. I don't know.</p> <p>9 Q. And I take it your answer, also, would</p> <p>10 be you wouldn't know why SHP couldn't get full</p> <p>11 permit approval earlier?</p> <p>12 A. Correct. I don't know.</p> <p>13 MR. BECKER: Why don't we take a little</p> <p>14 break.</p> <p>15 MR. GREGORY: Yes.</p> <p>16 (A recess was taken.)</p> <p>17 MR. GREGORY: Back on the record.</p> <p>18 -----</p> <p>19 Thereupon, Deposition Exhibit 223 is</p> <p>20 marked for purposes of identification.</p> <p>21 -----</p> <p>22 Q. Showing you Exhibit 223. This e-mail</p> <p>23 string around August 16, 2012, said that you had</p> <p>24 full occupancy for all twelve dorm buildings of</p>

1 both deaf and blind as of August 16, 2012,
 2 correct?
 3 A. Correct.
 4 Q. And would you agree with me that
 5 TransAmerica provided its first certified claim
 6 five months before this occupancy was granted?
 7 You can look at Exhibit 1 if you care
 8 to.
 9 A. That was your first -- yeah; first
 10 exhibit, March 8 in 2012, and this is August 2012,
 11 so yeah.
 12 -----
 13 Thereupon, Deposition Exhibit 224 is
 14 marked for purposes of identification.
 15 -----
 16 Q. I'm now showing you Exhibit 224. There
 17 were some e-mails involving the executive
 18 director, Rick Hickman, talking about even though
 19 occupancy was obtained, some work still remained
 20 to be completed, correct?
 21 A. Ask your question again, please.
 22 Q. Yeah. The end user's basically saying,
 23 "We were under the...impression yesterday as all
 24 the dorms had passed their occupancy inspections"

1 that they'd be good to go, but then they found
 2 many items the passing inspections were still
 3 lacking, right?
 4 A. Yes.
 5 Q. And then there's talk of boy, we'd
 6 hoped to start the year in the new dorms, but
 7 maybe that won't happen.
 8 And then Mr. Hickman says, "What's
 9 going on here," to you and Mr. Berenzansky,
 10 correct?
 11 A. Yeah.
 12 Q. And what did you tell him?
 13 A. I put, "Let's get together and discuss
 14 first thing" in the morning. That's Steve
 15 Berenzansky saying -- what happened was we got the
 16 occupancy permit, however, the school district
 17 wasn't comfortable -- since these are dorms and
 18 you're going to have kids in them not only during
 19 the day, but in the evening, there were concerns
 20 about them -- contractors coming in and doing or
 21 being around doing little things and trying to
 22 address punch list items or things of that nature
 23 while they were living in there, and so the school
 24 district wasn't comfortable with actually moving

1 in, although from the life safety standpoint we
 2 got the occupancy permit and they could -- I mean,
 3 the buildings were safe enough to live in, you
 4 know --
 5 Q. Okay.
 6 A. -- from a -- they weren't going to fall
 7 down or blow up or anything.
 8 MR. BECKER: Hold on one second.
 9 Madison, you said "school district" twice in that
 10 answer, and I know you didn't mean school
 11 district, right?
 12 THE WITNESS: Correct. The deaf and
 13 blind school, agency.
 14 Q. Okay. And so the dorms are positioned
 15 to be occupied as evidenced by the certificate of
 16 occupancy, but maybe the schools didn't want a
 17 painter coming and doing some touch-up paint while
 18 students were residing there; fair enough?
 19 A. Correct.
 20 Q. Okay. And is that basically what you
 21 told the executive director when he inquired as to
 22 what was going on?
 23 A. I don't recall, but -- I don't recall
 24 exactly what I told him.

1 Q. Do you recall generally what you told
 2 him?
 3 A. Yes. And I would say generally, yes, I
 4 updated him on where we were and what the
 5 situation was, so --
 6 Q. What role did Mr. Berenzansky play on
 7 this project?
 8 A. Well, at the time he was the chief of
 9 projects, which he's basically the -- my
 10 supervisor and as well as all the other project
 11 managers, so --
 12 Q. But how hands on was he with this
 13 particular deaf and blind school project,
 14 Mr. Berenzansky?
 15 A. I would say he would become involved
 16 any time we maybe had some relatively high-level
 17 issues or -- to deal with or, you know, any time
 18 there was a change order that needed to be signed
 19 that was above my signature authority at the time,
 20 I made him aware of issues like that. But I was
 21 the primary contact.
 22 Q. What was your signature authority on
 23 this job?
 24 A. At that time it was up to 20 -- from 10

From: Dowlen, Madison <Madison.Dowlen@osfc.ohio.gov>
Sent: Thursday, August 16, 2012 4:30 PM
To: Hager, Todd <Todd.Hager@osfc.ohio.gov>; Chipiga, Eugene <Eugene.Chipiga@osfc.ohio.gov>; Hickman, Richard <Richard.Hickman@osfc.ohio.gov>; Berezansky, Steven <Steven.Berezansky@osfc.ohio.gov>; Slagle, Robert <Robert.Slagle@osfc.ohio.gov>; Drerup, Melanie <Melanie.Drerup@osfc.ohio.gov>; Savors, Rick <Rick.Savors@osfc.ohio.gov>; Lyman, Cheryl <Cheryl.Lyman@osfc.ohio.gov>; Meyer, Sue <Sue.Meyer@osfc.ohio.gov>; Grinch, Rob <Rob.Grinch@osfc.ohio.gov>; Bode, Eric <Eric.Bode@education.ohio.gov>; Childs, John <John.Childs@education.ohio.gov>
Subject: FW: OSDB Dorms Occupancy

FYI...

Mr. Madison W. Dowlen
Project Administrator

Ohio School Facilities Commission
10 West Broad Street
Suite 1400
Columbus, Ohio 43215

Office: (614) 387-1268
Mobile: (614) 204-1748

osfc.ohio.gov

From: Dowlen, Madison
Sent: Thursday, August 16, 2012 4:19 PM
To: 'Keith, Clayton'; Cynthia Johnson; Janet Gordon; Scott Schaller; Chris Simonson; Howard Duarte
Cc: Swartzmiller, Jim; LeMar, Lisa; Kirlangitis, Karin; Smith, Jr., Jim; Saunders, AJ; Patrick Pattillo (patrick.pattillo@lendlease.com); Josh Predovich (jpredovich@shp.com)
Subject: RE: OSDB Dorms Occupancy

Good News. Thank you for the update.

Thank you everyone for your extra efforts and patience in completing this major milestone.

Mr. Madison W. Dowlen
Project Administrator

Ohio School Facilities Commission
10 West Broad Street
Suite 1400
Columbus, Ohio 43215

Office: (614) 387-1268
Mobile: (614) 204-1748

osfc.ohio.gov

From: Keith, Clayton [mailto:Clayton.Keith@lendlease.com]
Sent: Thursday, August 16, 2012 4:12 PM
To: Cynthia Johnson; Janet Gordon; Scott Schaller; Chris Simonson; Dowlen, Madison; Howard Duarte
Cc: Swartzmiller, Jim; LeMar, Lisa; Kirlangitis, Karin; Smith, Jr., Jim; Saunders, AJ

EXHIBIT

223

OSFC-Grinch 012507

Subject: OSDB Dorms Occupancy

To ALL:

Today we received full occupancy for all 12 dorm buildings at both the OSD and OSSB sites.

At OSD staff will be starting tomorrow morning to bring in mattresses from the existing deaf dorms.

At OSSB they have decided to wait to occupy the buildings until the new mattresses are delivered.

Thanks to all the work that everyone has put in to make this happen. It will be worth it when the kids see their new dorms on Monday.

Clay

**Clayton Keith | Sr. Project Manager | Project Management & Construction | Lend Lease
Ohio State School for the Blind and Ohio School for the Deaf**

502 Morse Road, Columbus, OH 43214

T 614 732 5275 | F 614 732 5295 | M 614 374 4857

clayton.keith@lendlease.com | www.lendlease.com



♻️ Please consider the environment before printing this e-mail.

This email and any attachments are confidential and may also contain copyright material of the Lend Lease Group. If you are not the intended recipient, please notify us immediately and delete all copies of this message. You must not copy, use, disclose, distribute or rely on the information contained in it. Copying or use of this communication or information in it is strictly prohibited and may be unlawful. Contracts cannot be concluded with the Lend Lease Group nor service effected by email. None of the staff of the Lend Lease Group are authorised to enter into contracts on behalf of any member of the Lend Lease Group in this manner. The fact that this communication is in electronic form does not constitute our consent to conduct transactions by electronic means or to use or accept electronic records or electronic signatures. Confidentiality and legal privilege attached to this communication are not waived or lost by reason of mistaken delivery to you. Lend Lease does not guarantee that this email or the attachment(s) are unaffected by computer virus, corruption or other defects and accepts no liability for any damage caused by this email or its attachments due to viruses, interception, corruption or unauthorised access. Lend Lease Group may monitor email traffic data and also the content of email for the purposes of security and staff training. Please note that our servers may not be located in your country. A list of Lend Lease Group entities can be found on our [website](#).

OSFC-Grinch 012508

N

IN THE COURT OF CLAIMS OF OHIO

CONVERSE ELECTRIC, INC.,

Plaintiff/Counter-defendant,

v.

OHIO SCHOOL FACILITIES
COMMISSION,

Defendant/Counter-plaintiff.

Case No. 2011-08571

Judge Joseph T. Clark

ORIGINAL

2012 APR 10 PM 3:26

FILED
COURT OF CLAIMS
OF OHIO

**DEFENDANT OHIO SCHOOL FACILITIES COMMISSION'S
MEMORANDUM CONTRA MOTION OF CONVERSE ELECTRIC, INC. TO
COMPEL DISCOVERY**

I. Introduction

Plaintiff, Converse Electric, Inc. ("Converse"), filed a rule 37 Motion to Compel on March 30, 2011, against Defendant, the Ohio School Facilities Commission ("OSFC") asking the Court to order deposition testimony from OSFC's agent on the Miami Trace Middle School Project ("Project"), the Quandel Group ("Quandel"), regarding three (3) documents which OSFC maintains are privileged under the work product doctrine and covered by a claw back agreement signed by the parties and filed with the Court as will be more fully explained in the argument set forth below.

The documents in question were attached to Plaintiff's Motion to Compel as Exhibits A, B and C, and are attached hereto by reference.

II. Statement of Facts

On February 18, 2011, near the end of the Project, Converse, the electrical contractor, submitted a claim for alleged delays that took place on the Project. In order to determine whether the purported claim had any merit, substance or was grounded in fact

ON COMPUTER

and to prepare for the first step in the contractual Dispute Resolution Procedure, an Article 8 hearing field level meeting, OSFC's counsel, the Ohio Attorney General's Office, asked OSFC's agent for the Project, Quandel, to prepare detailed Project time lines and responses to the claim made by Converse. OSFC, again through counsel, hired a consultant, Robert Kelly, to review Converse's claim. A field level Article 8 meeting was held and Converse's claim was denied. Converse appealed the denial. After a meeting to hear the appeal, OSFC again denied the claim.

Discovery has continued during litigation with an appropriate exchange of documents and multiple depositions by each party. During the course of the deposition of Quandel's Project Executive, Mark Massman, counsel for OSFC realized that certain documents in possession of Converse were the detailed Project time lines and responses to Converse's claim that had been prepared by Quandel at the request of counsel. OSFC's counsel objected to the introduction and use of these documents to question its agent during the deposition because they were privileged work product prepared in anticipation of litigation. A similar objection was raised during the deposition of another Quandel employee, Shawn Edmonds. As the Construction Manager on this project, Quandel has served as the agent for OSFC during the course of the construction project, the contractual Dispute Resolution Procedure and the current litigation process.

III.Law and Argument

The documents that Converse seeks production and use of were prepared at the request of counsel and were not prepared by Quandel in the ordinary course of business. This fact was clearly conveyed to counsel for Converse during the depositions of Mark Massman and Shawn Edmonds. Converse cannot dispute the underlying issue that the documents in this matter were prepared at the request of counsel and, therefore, are entitled

to privilege under the Work Product Doctrine.

Plaintiff, at page 2, of its motion argues that it needs to use these documents because Quandel has taken a different position in deposition than a position espoused in Exhibit A. In particular, Plaintiff states that Quandel admitted in Exhibit A:

“The position that Quandel took during this meeting was that due to the anticipated amount of work that was projected **in order to keep the original move-in date** that some additional supervision could be projected and some loss in production could be projected. (emphasis added.)”

While Plaintiff introduces the material from Exhibit A with the phrase, “Quandel acknowledges Converse was entitled to additional compensation for such delays.” and then follows the excerpted material, with the comment that Quandel was now asserting the different position that, “Converse was not entitled to anything on the project for the delays that occurred...” there is nothing in the excerpted material that speaks to compensation for delay. In fact, the excerpted material speaks to additional compensation going forward for additional supervision and lack of productivity in order to meet the original move in date. It is well established that the original move-in date was three and a half months late, and Plaintiff was given additional time to complete the work. Therefore, Plaintiff has failed to establish good cause as to why the documents in question should be produced.

The attorney-client privilege protects against “...any dissemination obtained in the confidential relationship,” and “reaches far beyond” mere “testimonial Speech.” *Am. Motors Corp. v. Huffstutler* (1991), 61 Ohio St. 3d 343, 348 575 N.E. 2d 116 (1991). As relevant here, the privilege touches on two (2) categories of information. First, the privilege applies to “...communication between attorneys and their government clients pertaining to the attorneys’ legal advice.” *State ex rel Toledo Blade Co. v. Toledo-Lucas Cnty. Port Auth*, 121 Ohio St. ed. 537, 2009-Ohio-1767, 905 N.E. 2d 1221, ¶ 22. Second, the privilege applies to an

“attorney’s factual investigations” when those investigations facilitate the provision of legal advice or assistance. *Id.* ¶¶ 25-28.

The documents in question in this matter relate to the latter and involve fact finding that facilitated the provision of legal advice or assistance. This fact finding is particularly important in the context of construction cases because of their fact-intensive nature. This need for fact finding in construction matters is further amplified because both sides in a construction dispute will usually enlist the help of an expert consultant to aid them in putting the factual pieces together. These include communications containing information and observations from OSFC to its attorneys and agents as well as communications from and information provided by the agents of OSFC to the attorneys. In this matter, these communications are indisputably privileged because they relate to the rendering of legal services and opinions.

Many of the documents withheld under State privilege law are also protected by a second layer of privilege: work product. This privilege provides a “zone of privacy” in which an attorney may “assemble information, sift what he considers to be relevant from the irrelevant facts, prepare his legal theories and plan his strategies without undue and needless interference.” *Squire, Sanders & Dempsey, L.L.P. v. Givaudan Flavors Corp.*, 127 Ohio St. 3d 161, 2010-Ohio-4469 ¶¶ 54-55 *quoting* *Hickman*, 329 U.S. at 511). The privilege applies not only to litigation, but to less formal proceedings that are the “functional equivalent” of litigation as, for instance, the Contractual Dispute Resolution Procedure. *Disciplinary Counsel v. O’Neill* 75 Ohio St. 3d 1479, 1480, 664 N.E. 2d 532 (1996).

The documents in question were prepared at the request of counsel for the purposes of the field level Article 8 Dispute Resolution Procedure meeting in this matter that was heard on or about April 20, 2011. Furthermore, the claims of Plaintiff that existed in the

form of outstanding change order requests in October, 2010, in the amount of approximately \$280,000 had ballooned to over \$800,000 four (4) months later. Obviously, these documents were prepared in anticipation of potential litigation as well as serving as fact findings for the underlying field level Article 8 meeting.

Plaintiff's argument cites to the fact that the communications in question were shared with Rob Kelly, a consultant retained by OSFC. Under the Civil Rules, "A party may obtain discovery of documents and tangible things prepared in anticipation of litigation or for trial by or for another party or by or for that other party's representative (including his attorney, consultant, surety, indemnitor, insurer or agent) only upon a showing of good cause therefor. Civ R. 26(B)(3). Here, Quandel is indisputably the agent of OSFC and Rob Kelly is a consultant retained by OSFC and its attorneys to aid in fact finding for the underlying dispute. Plaintiff's argument overlooks the fact that "an agent acting on behalf of legal counsel...is subject to all the legal implications of the attorney-client and attorney work product privileges." *Am Motors Corp.*, 61 Ohio St. 3d, 575 N.E. 2d 116, at 346; see *State v. Post*, 32 Ohio St. 3d 380, 385, 513 N.E. 2d 754 (1987) (The attorney-client privilege "includes communications through persons acting as the attorney's agents.").

Even 135 years ago it was "well established that the privilege extends as well to communications to or through an agent." *Bowers v. State*, 29 Ohio St. 542, 546 (1876). The privilege attaches "when [the] third person is the agent of either the client or the attorney" and the communications relate to the provision of legal services. *Foley v. Porschke* (1941), 137 Ohio St. 593, 595 131 N.E. 2d 845 (1941). The leading authorities on the subject agree. See e.g., 8 Wigmore, Evidence section 2317, at 618 (McNaughton Rev. 1961) ("A communication ...by any form of agency employed or set in motion by the client is within the privilege.") id section 2301 ("[T]he privilege must include all the persons who act as the attorney's

agents.”); J.P. Ludington, *Persons Other Than Client or Attorney affected By or Included Within, Attorney-Client Privilege*, 96 A.L.R.2d 125 section 4 (“in several cases it has been held or stated that an attorney’s agent is” covered by “ the attorney-client privilege.”); 44 Oh. Jur. Evidence & Witnesses section 765 (“In general, the attorney-client privilege extends to those other than an attorney who, at the attorney’s direction, are aware of confidential information.”).

This unanimity is for good reason. Attorneys “often must rely on the assistance of investigators and other agents,” and it is therefore “necessary that the doctrine protect material prepared by agents for the attorney as well as those prepared by the attorney himself.” *United States v. Nobles*, 422 U.S. 225, 238-239 95 S. Ct. 2160, 45 L.Ed 2d 141 (1975). As a result, courts, including Ohio courts, have long “extended the privilege to the substantive advice and assistance of...investigators, interviewers, technical experts...and other specialists.” P. Rice, *Attorney-Client Privilege in the United States* section 3.3 (2d ed. 2010).

Applying those principles to the case at hand, it is clear that the documents in question are privileged. Clearly the documents were created at the direction of counsel. Second, it is undisputed that Mr. Kelly was retained as an expert by the client and counsel in this matter to aid in fact finding relative to the underlying dispute. The privilege applies not only to litigation, but also to the field level Article 8 meeting. Converse’s arguments to the contrary do not take into account the relationships between the Ohio Attorney General, OSFC, Quandel and Mr. Kelly. “In order to obtain discovery of attorney work-product, a proponent had to show both substantial need and undue hardship.” *Harpster v. Advanced Elastomer Sys., L.P.* 9th Dist. No. 22684, 2005-Ohio-6919, ¶18

In a case with similar circumstances, the appellate court found that the trial court had

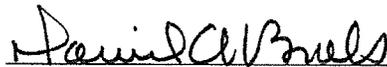
erred in forcing the production of correspondences from the manufacturer's attorney to the manufacturer's expert because such letters were protected under the attorney work-product doctrine and could not be produced without the requesting party showing good cause. *Helton v. Kincaid*, 12th Dist. No. CA. 2004-08099, 2005-Ohio-274, ¶19 In Converse's argument it has not shown good cause as to why it should be allowed to introduce, use or keep Exhibits A, B and C. In addition, nothing in Converse's argument proves a substantial need or undue hardship. Accordingly, Converse should not be allowed to use the documents, and they should be returned to Defendant pursuant to the claw back agreement executed by the parties.

IV. Conclusion

For the foregoing reasons, Defendant Ohio School Facilities Commission respectfully requests that this Court deny Plaintiff Converse Electric Inc.'s Motion to Compel.

Respectfully submitted,

MICHAEL DeWINE
Ohio Attorney General



David A. Beals (0038495)
James E. Rook (0061671)
Matthew L. Westerman (0067795)
Assistant Attorney General
Court of Claims Defense Section
150 East Gay Street, 18th Floor
Columbus, Ohio 43215
Telephone: (614) 466-7447
Facsimile: (614) 644-9185
Email: david.beals@ohioattorneygeneral.gov

COUNSEL FOR DEFENDANT/
COUNTERPLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing pleading was served via regular U.S. mail, postage prepaid, this 10th day of April, 2012, upon the following counsel of record:

Michael J. Madigan
Kegler Brown Hill & Ritter Co., LPA
65 East State Street, Suite 1800
Columbus, OH 43215

Attorney for Plaintiff



Matthew L. Westerman (0067795)
Assistant Attorney General

OHIO SCHOOL FACILITIES COMMISSION

Pre-proposal Conference for Professional Design Services for

Ohio School for the Deaf and The Ohio State School for the Blind



MEETING MINUTES

1/26/07 ■ 10:00 to 12:00 a.m.

General Announcements

Crystal Canan, Chief of Projects, announced that the meeting would begin and requested the meeting minutes reflect the time is 10:05 a.m. All parties attending the conference were requested to sign the Attendance Roster at the front desk upon arrival. If anyone did not sign the Roster, they were requested to do so. The Attendance Roster will be scanned and posted on the Commission's website. Minutes will be taken of this Pre-proposal Conference and posted on the Commission's website. Ms. Canan introduced Executive Director Richard Hickman.

Introductions

Mr. Hickman thanked all in attendance and introduced the following guests and Commission staff members:

Dr. Lou Mazzoli, Superintendent for The Ohio State School for the Blind
Dr. Ed Corbett, Superintendent for The Ohio School for the Deaf
Eric Algoe, Chief Operating Officer, Ohio School for the Deaf & Ohio State School for the Blind
Crystal Canan, OSFC Chief of Projects
Steve Lutz, OSFC Chief of Planning
Craig Weise, OSFC Deputy Chief of Projects
Melanie Drerup, OSFC Deputy Chief of Planning
Bill Prenosil, OSFC Planning Director
Rob Grinch, OSFC Sr. Project Administrator

Mr. Hickman indicated that Craig Weise and Melanie Drerup began the planning process for this project last summer. After this consultant selection phase, the project will be turned over to Rob Grinch, who is the Commission's named Project Administrator for the project, with the assistance of Bill Prenosil, Planning Director for the project.

Mr. Hickman expressed that this is a great project for OSFC and while it involves planning for state agencies who have previously been served by the State Architect's Office, providing school facilities for students with special needs is not new to the Commission. In Ohio's urban centers currently being managed by OSFC, facility space is dedicated for students with special needs. We will build upon that experience for this project. OSFC is excited about the opportunity to do a great job for both schools. Mr. Hickman introduced Craig Weise who will discuss the points outlined on the agenda.

Review the Capital Bill Law

Mr. Weise opened by mentioning a couple of housekeeping items. The materials provided to attendees include an agenda and a section of Am. Sub. H.B. No. 699, the capital bill providing the initial appropriation and direction regarding this project. These two documents will be made available on the Commission's website.

Mr. Weise indicated that funding for this project is unique in that the initial amount of \$4 million for planning and design services is approved at this time. The capital bill specifies that the planning, design, scope and budget of the project will be refined and included in a future appropriation. The specific language is that the OSFC Executive Director shall make these determinations in consultation with the superintendents of the Ohio State School for the Blind and the Ohio School for the Deaf and the Director of Budget and Management. It is estimated at this time that the project budget will be in the amount of \$40 million.

Scope of Services

The Commission is planning for the design to be accomplished in phases. OSFC intends to initially contract for services through the schematic design (SD) phase, and provide for the right to extend the contract through the remaining design phases, bid phase and construction. OSFC would intend to establish the budget for the project at the end of the SD phase, with estimating services provided by a construction management firm that will be separately contracted by the Commission.

This will be a consolidated school on the campus of the current School for the Deaf. It is anticipated that design should reflect current operations in progress while construction is being accomplished.

OSFC is currently engaging an educational planner to work with the schools to develop a Program of Requirements (POR) for the project. After the architect is selected for the project, the architect will have the opportunity to provide input before the POR is finalized.

The Request for Professional Design Services mentioned the need to have a full service team. Given the campus nature, the project will include academic spaces and offices for both agencies as well as a residential dormitory for approximately half the student population. The program is planned for 320 students, with half or 160 students planned for residential facilities. In addition there will be a transportation garage and athletic facilities such as a running track, football field and stadium and stands for viewing of such.

Being that this is a campus project, having a landscape architect is critical to the design team because the education of the students extends into the campus. A focus in the selection is also that there will be design experience with students who are deaf, blind and with multiple handicaps. The design firm will assist the project team to select geotechnical, traffic engineering and site survey services at the appropriate time.

Design Considerations

Design should accommodate special needs students for learning, working and living on this campus. Facilities should allow universal access to all areas. Another important aspect of the design is for both schools to have individual identities inside and outside of the buildings.

To the extent possible, the Ohio School Design Manual (DM) standards and recommendations should be followed. We anticipate it will be easier to follow the DM recommendations for the academic portions of the project. The residential and transportation garage will be a larger challenge. Rob Grinch, OSFC's Project Administrator, will facilitate any required variances to the DM so that architects won't be burdened with a large number of variance submittals.

Timelines

The time frame for this project is five (5) years for design and construction. A key date we are working toward is completing the SD and estimating process to allow the Commission, by October 2007, to determine the budget for the project as required by the capital bill.

Mr. Weise requested all questions to be directed to his attention.

Questions & Answers

Q. Will the OSFC design phase approval process be used for this project?

A. Yes, at each standard phase of design, there will be an estimating process and approvals.

Q. Will a Construction Manager (CM) be selected and when?

A. Yes, the OSFC will contract for CM services in a timeline that is consistent with the design firm selection process. It is anticipated that the CM will also be contracted initially only through the SD phase, with the same extension rights as described earlier.

Q. Has the programming already started?

A. No, we are planning for it now. We will not be in a position to share more information about programming until after the architect selection process is completed.

Q. Is the educational planner developing programming for all facilities?

A. Yes, a fully programmed campus and all facilities will be described in the POR.

Q. Given the separate identity of each school, will the existing structure be a vernacular for design?

A. No, we anticipate all existing structures will be demolished at completion or in phases, so there is no need to match the existing design in the design of new facilities.

Q. Will the existing buildings for the School for the Blind also be demolished?

A. It is anticipated that all existing facilities will be demolished in phases or at completion.

Q. Will the existing School for the Blind campus be sold for development or kept by the State?

- A. Mr. Hickman: Right now the Department of Administrative Services, Real Estate Division, is completing an evaluation of options of what to do with that property. It will take a number of months to determine the best use of the properties. There may be selective demolition based on a recommendation of sale or reuse of facilities.

Mr. Weise interrupted the Question & Answer session to request that all firms refrain from contacting or visiting the existing schools. The firms who are identified to be interviewed will all be afforded the same opportunity at a designated time to visit the campus.

- Q. Please describe the selection process and how that will occur and the time line for short list and interview?

A. Staff from both schools and the Commission will participate in the proposal evaluation and interview process. At least three firms, if not more, will be identified for an interview. The Commission anticipates the short list to be announced mid-March and interviews to be scheduled the first week of April.

- Q. If you are short-listing firms in March and requesting budget numbers by October, is this a realistic time line?

A. At the time the design firm is selected, the POR will be near completion, so yes, we believe there is sufficient time before October for the architect to complete the SD phase for estimating by the CM.

- Q. When will the POR be completed and be shared with firms?

A. It is anticipated to be completed in order for the selected architect to provide input in early May.

- Q. Is LEED certification part of the program?

A. OSFC believes the DM incorporates many LEED concepts and any other concepts would be under consideration. At this time, it is not intended that the facilities will be LEED certified.

- Q. Given the October date, do you have any preliminary locations of buildings on the existing campus?

A. We do not. Given the open nature of the front yard at the Ohio School for the Deaf, it is anticipated that could be utilized. The design professional will be responsible for locating the facilities on the campus.

- Q. Is there any site or utility survey information available?

A. No.

- Q. The DM provides a cost per square foot, will that be comparable for the academic portion at least?

A. Yes, we will be using the 2007 DM costs those academic facilities.

- Q. Given the nature of the population and special needs, the DM currently does not accommodate the needs that would be anticipated for this population, such as room sizes and furniture. Would these types of issues require a variance?

A. The Project Administrator will work with the project team to manage through the variance process in an expedited fashion.

- Q. What would OSFC expect the SD design to entail? Would it be a master planning exercise and laying out the buildings on the campus and traffic studies?

A. We mentioned traffic studies and landscape earlier. We will rely on the design professional for a recommendation as to when those services are needed. The SD expectations are similar to the current requirements in the Commission's Design Professional contract. We will supply further definition

with the meeting minutes. *(The Commission's SD phase submission requirements for this project are located on the last page of these minutes.)*

- Q. Please elaborate on how the contract structure will be arranged and how it will be extended, as well as copyrights?
- A. Ms. Canan: Our intent is to select a firm who will be carrying this project home. We do not have the final budgeting information that would be necessary to offer a firm a certain fee for a defined program. We believe that the best way to proceed is to contract for SD phase services only and then evaluate whether to proceed forward with the selected firm. If we are not satisfied with the services, the contract will not be extended. The schools and commission will reserve the right of ownership of work product provided under the initial agreement. We therefore plan to use the estimated budget published in the Request for Professional Design Services to determine a fee for SD services and proceed from there.
- Q. Are you looking for a comprehensive team to be proposed?
- A. Yes. We want a full service team for this project.
- Q. Would the design firm contract directly with OSFC or with the schools themselves?
- A. All contracts will be held and administered by OSFC on this project.
- Q. Does OSFC require a specific format of team members' statement of qualifications?
- A. No, there is no required format of submission. If you want to use the ADM 255 format, feel free to do so, but it is not required.
- Q. Upon selection of the firm, will the fee be only for SD.
- A. Yes.
- Q. Is there a right to extend after Design Development (DD) phase?
- A. We would anticipate at the end of SD phase, we will extend services through the Construction Documents (CD) phase, with another optional extension for the construction period.
- Q. Will the initial POR and design accommodate future growth?
- A. The planning number of 320 anticipates future growth. The architect should consider design options so that the facilities could accommodate future expansion.
- Q. Will EDGE goals be an expectation of the contract?
- A. Yes.
- Q. Who will hold the contracts for any specialty consultants?
- A. OSFC will hold all contracts for the project. The Commission will seek the design firm's input and involvement in selecting specialty service consultants.

Ms. Canan asked for a show of hands of firms in attendance who have experience with the DM or working with the Commission. She estimated approximately 75% indicated affirmatively. Firms not familiar with the DM or the OSFC contracting process may request additional information. We will not provide a link to the DM, but will forward you to the individual to purchase this document at \$100 per binder set or \$10 for the CD. If there are other information pieces that you would like to be provided, please email to Jill Hoobler, Project Coordinator, jill.hoobler@osfc.state.oh.us, and we will offer link to that information.

Meeting adjourned 11:00 a.m.

***MINIMUM PHASE SUBMISSION REQUIREMENTS
ELEMENTS OF SCHEMATIC DESIGN DOCUMENTS***

ARCHITECTURAL – LANDSCAPE ARCHITECTURAL – CIVIL ENGINEERING

- Site Inventory Site Analysis Plan – Show existing topography, above and below ground utilities including fuel storage tanks, vehicular roadways, pedestrian paths, service and loading areas, athletic fields and other site improvements, landmark trees, zoning classification, minimum code required parking space quantity and setbacks, easements, right-of-way limits, and Adena Brook conservation area limits.
- Single-line drawings showing complete building layout, identifying the various Major areas, core areas and their relationships.
- Show preliminary exterior wall section indicating location of openings, and overall thermal transfer value for each element of the exterior wall/envelope.
- Identify roof system, deck, membrane flashing and drainage technique and indicate overall combined heat transfer coefficient value for exterior wall/envelope.
- Show exterior building elevations identifying proposed shell finishes (includes all exterior surfaces, doors and windows).
- Site plan with buildings and preliminary site development information including: Recommended building orientation for energy savings and day lighting opportunities; COTA bus stop; heavy & light duty pavements; service/loading/waste removal area pavements; pedestrian walkways; grading scheme with proposed finished floor elevations, contours, storm water storage areas, major storm sewer piping and drainage structures, retaining and screening walls; landmark trees to remain undisturbed; emergency vehicles access corridors; vehicular parking areas designated by users; athletic fields, perimeter fencing, spectator seating, scoreboards, lighting and associated out-buildings; accessible play equipment; landscape plantings; site lighting; signage; bus/service maintenance building including fueling area; site entry security checkpoint; outdoor education and therapy areas.
- Gross and net area calculations separated to show conformance with Program of Requirements. Each space to be annotated with net square footage.
- Building Code type and occupancy information.

STRUCTURAL

- Main building sections depicting proposed structural systems.
- Preliminary structural floor plan with overall dimensions and floor elevations. Identify structural system and provide preliminary sizes for all main structural members.
- Preliminary foundation plan. Identify foundation system and provide preliminary sizes

PLUMBING AND MECHANICAL

- Provide a narrative detailed description of HVAC systems that appear compatible with loading conditions for subsequent life cycle costing. (LCC not required for systems indicated as standards in Design Manual).
- Floor plan showing all mechanical (HVAC and Plumbing) equipment spaces.
- Floor plan showing all major mechanical equipment and plumbing fixtures (toilets, sinks, urinals, water fountains/coolers, janitor sinks, and fire protection system).

ELECTRICAL

- Lighting and power plans showing conceptual solution for lighting, power, communications, fire alarm and technology.
- Floor plan showing all major electrical equipment,
- Preliminary one-line electrical distribution diagrams. Indicate preliminary location of service entry, switchboards, motor control centers, panels, transformers and emergency generator, etc., if required.

MODEL BUILDING

- Provide 1/8"=1'0" foam core model of main building solution.
- Model shall be durable enough to be handled on numerous occasions and safe-to-touch.

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 RICHARD M. HICKMAN, JR.

- - - - -

Taken at Ohio Facilities Construction Commission
 30 West Spring Street
 Columbus, Ohio 43215
 May 12, 2014, 1:33 p.m.

- - - - -

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

- - - - -

Page 26

1 that in the end, did it not, maybe six, seven
2 years?
3 A. It did.
4 -----
5 Thereupon, Deposition Exhibit 236 is
6 marked for purposes of identification.
7 -----
8 Q. Okay. You have before you Exhibit 236,
9 which is an e-mail to you May 25, 2007, and this
10 e-mail seems to suggest to me that the writer,
11 Jeff Westhoven, is saying he understands OSFC's
12 going to be responsible for it, but is there a
13 role for the State architect's office to play in
14 the administrative work on the project, correct?
15 A. Yes.
16 Q. Was that a call for you to make?
17 A. No. That decision had already been
18 made.
19 Q. And was that decision that the OSFC
20 would do it all?
21 A. Yes.
22 Q. Is that basically what you told
23 Mr. Westhoven?
24 A. That's my recollection.

Page 27

1 Q. And at least at this point in time you
2 were still seeing it in May of 2007 as described
3 as a consolidated school and not separate
4 facilities, agreed?
5 A. I do not know when the decision was
6 made to do separate facilities versus
7 consolidation, a consolidated project. And so,
8 according to this e-mail, DAS was still under the
9 impression that it would be a consolidated
10 project.
11 Q. But that might have been late news or
12 maybe it would be current news. You can't say.
13 A. I cannot say.
14 -----
15 Thereupon, Deposition Exhibit 237 is
16 marked for purposes of identification.
17 -----
18 Q. Okay. You have before you now Exhibit
19 237, an e-mail from you January 18, 2007. So this
20 would have been shortly before you left the OSFC,
21 correct?
22 A. Yes.
23 Q. It alluded, in the second paragraph, to
24 a "disconnect or concern" about whether you're

Page 28

1 building two separate schools or not.
2 A. Yes.
3 Q. Do you recall where that concern or
4 disconnect stood as of the end of your tenure or
5 shortly before the end of your tenure here, your
6 first tenure?
7 A. I don't -- as far as I recollect, the
8 direction was still to build one school with a
9 budget for one school, although I was generally
10 aware of efforts on the part of the school for the
11 blind and the school for the deaf to change that
12 into building on separate campuses.
13 Q. They preferred separate campuses,
14 obviously.
15 A. They did.
16 Q. Okay. And did the schools also have
17 problems with the \$40 million budget --
18 MR. BECKER: Objection.
19 Q. -- that they shared with you?
20 A. I don't know the answer to that. My
21 belief was both the agencies really did not have a
22 handle or an understanding of construction costs
23 or budgets. So my recollection is they were more
24 concerned about having separate facilities as

Page 29

1 opposed to any focus on what the funding level
2 was.
3 Q. Because the funding of a construction
4 project was not something they would normally do
5 or be experienced with.
6 A. That is correct. If school facilities
7 was doing it, they would work on the budget. If
8 it was done by the State architect's office, they
9 would work in conjunction with the agency on
10 trying to get the budget right.
11 Q. Now, there's also mention in the third
12 paragraph of this e-mail from you that the
13 legislation, referring to the capital bill, at
14 least with the initial 4 million of seed money, it
15 required the OSFC "to comply as much as possible"
16 with the Ohio School Design Manual, correct?
17 A. That's correct.
18 Q. That's what the bill itself said,
19 right? Maybe not verbatim, but that was the
20 impact of what the bill was saying, as you
21 understood it?
22 A. I don't require -- recall that detail,
23 but that's what the e-mail says and I sent the
24 e-mail.

Robert Grinch's OSFC Email - Documents Withheld							
BEG DOC	END DOC	TO	FROM	CC	DATE SENT	SUBJECT	BASIS
OSFC-Grinch 000104	OSFC-Grinch 000106	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>; jwalden@ag.state.oh.us	Kasai, Jerry		1/16/2008	Subject: Re: D&B 01-16-08 Deaf & Blind School/Conservation Easement;	AC
OSFC-Grinch 000107	OSFC-Grinch 000107	Jon C. Walden <JWalden@ag.state.oh.us>	Kasai, Jerry	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	1/16/2008	Subject: Deaf & Blind School/Conservation Easement;	AC
OSFC-Grinch 000108	OSFC-Grinch 000110	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		1/17/2008	Subject: FW: D&B 01-16-08 Deaf & Blind School/Conservation Easement;	AC
OSFC-Grinch 000111	OSFC-Grinch 000112	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		1/28/2008	Subject: RE: D&B 01-25-08 Conservation Easement - ODE AG Coordination;	AC
OSFC-Grinch 000113	OSFC-Grinch 000113	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	Steven.Berezansky@osfc.state.oh.us	1/29/2009	Subject: Re: D&B 01-29-09 Escrow Accounts, OSFC Need to Establish;	AC
OSFC-Grinch 000115	OSFC-Grinch 000115	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>; Weise, Craig <Craig.Weise@das.state.oh.us>	Canan, Crystal <Crystal.Canan@das.state.oh.us>	<Steven.Berezansky@osfc.state.oh.us>; Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	2/3/2009	Subject: RE: Deaf & Blind Schools;	AC
OSFC-Grinch 000116	OSFC-Grinch 000118	Keith, Clayton <Clayton.Keith@bovislendlease.com>; Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	Grinch, Rob </O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN=ROB.GRINCH>	<Steven.Berezansky@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>; <Jim.Swartzmiller@bovislendlease.com>	2/12/2009	Subject: D&B 01-13-09 Custom Front Ends - Status - Selective Demo and Abatement Packages; Attach: RE_OSSB_OSD (Blind and Deaf Project) - Adoption of Model Bidder Criteria.msg;	AC
OSFC-Grinch 000119	OSFC-Grinch 000120	Swartzmiller, Jim <Jim.Swartzmiller@bovislendlease.com>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Rob.Grinch@osfc.state.oh.us>; <Mike.Shoemaker@osfc.state.oh.us>; <Clayton.Keith@bovislendlease.com>	2/10/2009	Subject: RE: OSSB / OSD (Blind and Deaf Project) - Adoption of Model Bidder Criteria;	AC
OSFC-Grinch 000121	OSFC-Grinch 000122	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry	Steven.Puckett@ode.state.oh.us'; <Mike.Shoemaker@osfc.state.oh.us>; <Cheryl.Lyman@osfc.state.oh.us>; <Eric.Bode@osfc.state.oh.us>; <Steve.Lutz@osfc.state.oh.us>;<Steven.Berezansky@osfc.state.oh.us>	2/28/2008	Subject: Re: D&B 02-26-08 Acceptable Use of \$4M Am Sub HB 699.	AC
OSFC-Grinch 000123	OSFC-Grinch 000125	Eufinger, John <John.Eufinger@osfc.ohio.gov>	Grinch, Rob	<Steven.Berezansky@osfc.ohio.gov>; <Mike.Mendenhall@osfc.ohio.gov>; <jwalden@ag.state.oh.us>; <Lois.Snyder@osfc.ohio.gov>; <Karen.Kirk@osfc.ohio.gov>; <Lori.Coy@osfc.ohio.gov>; <Tasheena.Duresky@osfc.ohio.gov>; Brown, Diane <Diane.Brown@osfc.ohio.gov>; Savors, Rick <Rick.Savors@osfc.ohio.gov>	3/9/2010	Subject: D&B 03-09-10 Eufinger - Early Site & Site Electrical - Bid Open & Post Open; Attach: SFC 02-22-10 Eufinger Whereabouts - Off 03-04 thru 03-11.msg;	AC
OSFC-Grinch 000128	OSFC-Grinch 000130	'Keith, Clayton' <Clayton.Keith@bovislendlease.com>	Grinch, Rob	<John.Eufinger@osfc.ohio.gov>; <Steven.Berezansky@osfc.ohio.gov>	2/22/2010	Subject: D&B 02-22-10 Keith - Early Site & Site Electrical - Post Open & Responsibility Review MFGs.	AC

9

BEG DOC	END DOC	TO	FROM	CC	DATE SENT	SUBJECT	BASIS
OSFC-Grinch 000133	OSFC-Grinch 000133	Canan, Crystal <Crystal.Canan@osfc.state.oh.us>	Grinch, Rob </O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN=ROB.GRINCH>	<Richard.Hickman@osfc.state.oh.us>; <Steve.Lutz@osfc.state.oh.us>; <Eric.Bode@osfc.state.oh.us>; <Cheryl.Lyman@osfc.state.oh.us>; <Melanie.Drerup@osfc.state.oh.us>; <Bill.Prenosil@osfc.state.oh.us>; <Jerry.Kasai@osfc.state.oh.us>; <Craig.Weise@osfc.state.oh.us>	1/6/2007	Subject: D&B 01-06-07 Finances / Legal Services / Front End; ; Re: Ohio School for the Deaf, Ohio State School for the Blind ;	AC
OSFC-Grinch 000134	OSFC-Grinch 000134	James Rook' <jrook@ag.state.oh.us>; <John.Eufinger@osfc.ohio.gov>	Grinch, Rob		3/12/2010	Subject: D&B 03-12-10 City Coordination - Regional Issues - ATTORNEY CLIENT PRIVILEGED; Attach: D&B 01-26-10 SFC Murray Response FINAL-FSWCD .msg; D&B 10-08-09 Cols. City Coordination - ATTORNEY CLIENT PRIVILEGED.msg; D&B 10-07-09 - Cols. City - Bikeway & Sidewalk Coord'n .msg; RE _D&B 08-11-09 Draft MOU between Columbus & OSFC.msg;	AC
OSFC-Grinch 000139	OSFC-Grinch 000141	'James Rook' <james.rook@ohioattorneygeneral.gov>	Grinch, Rob	Jon C. Walden <jon.walden@ohioattorneygeneral.gov>	10/9/2009	Subject: D&B 10-08-09 Cols. City Coordination - ATTORNEY CLIENT PRIVILEGED; ; ATTORNEY CLIENT PRIVILEGED;	AC
OSFC-Grinch 000144	OSFC-Grinch 000144	corbett; ed <corbett@osd.oh.gov>; 'Bobbie Huebner' <huebner@osd.oh.gov>	Grinch, Rob	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	9/15/2009	Subject: D&B 09-15-09 City Coord'n. - Right-of-Way Option	AC
OSFC-Grinch 000145	OSFC-Grinch 000148					MEMORANDUM OF UNDERSTANDING	AC
OSFC-Grinch 000149	OSFC-Grinch 000150	'James Rook' <james.rook@ohioattorneygeneral.gov>	Grinch, Rob	<Jerry.Kasai@osfc.state.oh.us>; <jon.walden@ohioattorneygeneral.gov>; <Clayton.Keith@bovislendlease.com>; <jpredovich@shp.com>; <corbett@osd.oh.gov> <cjohnson@osb.oh.gov>; 'Gerard Marcom' <gmarcom@osb.oh.gov>; 'Scott Schaller' <schaller@osd.oh.gov>; David Wojnowski (wojnowski@osd.oh.gov); Perry, Anthony	8/20/2009	Subject: RE: D&B 08-11-09 Draft MOU between Columbus & OSFC	AC
OSFC-Grinch 000151	OSFC-Grinch 000152	Eufinger, John <john.Eufinger@osfc.ohio.gov>	Grinch, Rob	<jrook@ag.state.oh.us>; <Clayton.Keith@bovislendlease.com>; <jpredovich@shp.com>; 'Scott Schaller' <schaller@osd.oh.gov>	3/12/2010	Subject: D&B 10-12-10 City of Columbus - Site Compliance Process; Attach: Site_plan_process_6-08.pdf;	AC
OSFC-Grinch 000153	OSFC-Grinch 000153					Attach: Site_plan_process_6-08.pdf;	AC
OSFC-Grinch 000154	OSFC-Grinch 000154					Requirements for release of site compliance plan	AC
OSFC-Grinch 000155	OSFC-Grinch 000157	Eufinger, John <john.Eufinger@osfc.ohio.gov>	Grinch, Rob	Murray, Richard <Richard.Murray@osfc.ohio.gov>; Roush, Erik <Erik.Roush@osfc.ohio.gov>; 'Puckett, Steven' <Steven.Puckett@osde.state.oh.us>	3/12/2010	Subject: D&B 03-12-10 Ravine Crossing - Purpose of Need - DRAFT, Second; Attach: Binder_FSWC_120909.pdf;	AC
OSFC-Grinch 000158	OSFC-Grinch 000159					Attach: Binder_FSWC_120909.pdf;	AC

BEG DOC	END DOC	TO	FROM	CC	DATE SENT	SUBJECT	BASIS
OSFC-Grinch 000160	OSFC-Grinch 000160	Eufinger, John <John.Eufinger@osfc.ohio.gov>	Grinch, Rob	<Richard.Murray@osfc.ohio.gov>; Roush, Erik <Erik.Roush@osfc.ohio.gov>; 'James Rook' <jrook@ag.state.oh.us>	3/12/2010	Subject: D&B 03-12-10 Ref - File Info - City of Columbus Coordination; Attach: D&B 05-06-09 Columbus City Dialog - Sidewalk & Bikeway - Possible Additional Project Costs.mmsg;	AC
OSFC-Grinch 000167	OSFC-Grinch 000168	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Mike.Shoemaker@osfc.state.oh.us>; <Eric.Bode@osfc.state.oh.us>; <Cheryl.Lyman@osfc.state.oh.us>; <Steve.Lutz@osfc.state.oh.us>; <Steven.Berezansky@osfc.state.oh.us>	5/15/2009	Subject: FW: The Ohio State School for the Blind - Sidewalk;	AC
OSFC-Grinch 000169	OSFC-Grinch 000171	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>; Drerup, Melanie <Melanie.Drerup@osfc.state.oh.us>; Lyman, Cheryl <Cheryl.Lyman@osfc.state.oh.us>	Barnes, Elaine <Elaine.Barnes@osfc.state.oh.us>	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>; James Rook <JRook@ag.state.oh.us>	5/21/2009	Subject: RE: Deaf and Blind School/Sidewalks/ARRA -- EEBG;	AC
OSFC-Grinch 000172	OSFC-Grinch 000174	'James Rook' <jrook@ag.state.oh.us>	Grinch, Rob	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>	7/30/2009	Subject: D&B 06-30-09 City of Columbus - Sidewalk - Bikeways Issues	AC
OSFC-Grinch 000176	OSFC-Grinch 000177	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>; Berezansky, Steven <Steven.Berezansky@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>		8/24/2009	FW: City of Columbus comments to Draft MOU 5-22-09;	AC
OSFC-Grinch 000178	OSFC-Grinch 000181					Attach: Draft MOU 5-22-09.doc	
OSFC-Grinch 000182	OSFC-Grinch 000182	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	Grinch, Rob	'James Rook' <jrook@ag.state.oh.us>; Walden, Jon <jwalden@ag.state.oh.us>	9/14/2009	Attach: Draft MOU 5-22-09.doc Subject: D&B 09-14-09 City Coordination - Sidewalks & Bikepaths;	AC
OSFC-Grinch 000183	OSFC-Grinch 000184	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>; Eufinger, John <John.Eufinger@osfc.ohio.gov>	James Rook <james.rook@ohioattorneygeneral.gov>		3/16/2010	RE: D&B 03-12-10 City Coordination - Regional Issues - ATTORNEY CLIENT PRIVILEGED;	AC
OSFC-Grinch 000185	OSFC-Grinch 000188					Attach: Draft MOU 5-22-09 CITY REDLINE.doc	
OSFC-Grinch 000197	OSFC-Grinch 000200	Eufinger, John <John.Eufinger@osfc.ohio.gov>	Grinch, Rob	jon.walden@ohioattorneygeneral.gov'; <Eric.Bode@osfc.state.oh.us>; <Carolyn.McClure@osfc.state.oh.us>	3/30/2010	Attach: Draft MOU 5-22-09 CITY REDLINE.doc Subject: RE: D&B 03-25-10 Project Construction Counsel - Contractor; Backgrd Checks;	AC
OSFC-Grinch 000201	OSFC-Grinch 000203	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	jon.walden@ohioattorneygeneral.gov'; <Eric.Bode@osfc.state.oh.us>; <Carolyn.McClure@osfc.state.oh.us>	4/6/2009	Re: D&B 04-06-09 - Fees Summary: Columbus City Bikeways & Pedestrian Access;	AC
OSFC-Grinch 000204	OSFC-Grinch 000205	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>; Bode, Eric <Eric.Bode@osfc.state.oh.us>; <Steven.Berezansky@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>	Grinch, Rob </O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN= =ROB.GRINCH>	<Lois.Snyder@osfc.state.oh.us>; <Lori.Coy@osfc.state.oh.us>; <Karen.Kirk@osfc.state.oh.us>; <Diane.Brown@osfc.state.oh.us>;<Tasheena.D uresky@osfc.state.oh.us><Jill.Hoobler@osfc.st ate.oh.us>	4/9/2009	D&B 04-09-09 Abatement & Demo Contracts - Bid Phase Status;	AC
OSFC-Grinch 000206	OSFC-Grinch 000209	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>		4/13/2009	Subject: RE: D&B 04-13-09 Inquiry - Eligible Bidders.	AC
OSFC-Grinch 000210	OSFC-Grinch 000213	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>		4/13/2009	Subject: RE: D&B 04-13-09 Inquiry - Eligible Bidders.	AC
OSFC-Grinch 000214	OSFC-Grinch 000214	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	Grinch, Rob		5/14/2009	Subject: D&B 04-14-09 Follow-up to City Mtg - Sidewalks & Bikeways;	AC

BEG DOC	END DOC	TO	FROM	CC	DATE SENT	SUBJECT	BASIS
OSFC-Grinch 000215	OSFC-Grinch 000217	Eufinger, John <John.Eufinger@osfc.ohio.gov>	Grinch, Rob	<Steven.Puckett@ode.state.oh.us>; <Richard.Murray@osfc.ohio.gov>; <Erik.Roush@osfc.ohio.gov>; <Corbett@osd.oh.gov>; <cjohnson@osb.oh.gov>; <gmarcom@osb.oh.gov>; <schaller@osd.oh.gov>; <Jim.Swartzmiller@bovislendlease.com>; <Clayton.Keith@bovislendlease.com>; <jpredovich@shp.com>; <Eric.Bode@osfc.ohio.gov>; <Steve.Lutz@osfc.ohio.gov>; <Steven.Berezansky@osfc.ohio.gov>; <Tasheena.Duresky@osfc.ohio.gov>	4/16/2010	Subject: D&B 04-16-10 Contractor Background Checks; Attach: HB 428 - Contractors' Background Checks.pdf	AC
OSFC-Grinch 000218	OSFC-Grinch 000219					Attach: HB 428 - Contractors' Background Checks.pdf	AC
OSFC-Grinch 000220	OSFC-Grinch 000223	Lutz, Steve <Steve.Lutz@osfc.ohio.gov>	Grinch, Rob	<John.Eufinger@osfc.ohio.gov>; Roush, Erik <Erik.Roush@osfc.ohio.gov>	4/16/2010	Subject: D&B 04-16-10 Contractor Background Checks;	
OSFC-Grinch 000224	OSFC-Grinch 000225	<Madison.Dowlen@osfc.ohio.gov>	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>	Hager, Todd <Todd.Hager@osfc.ohio.gov>	4/27/2011	Subject: RE: D&B 04-19-11 Notice of Commencement - Update Required	AC
OSFC-Grinch 000229	OSFC-Grinch 000231	<Jerry.Kasai@osfc.ohio.gov>; <Madison.Dowlen@osfc.ohio.gov>	Grinch, Rob	Hager, Todd <Todd.Hager@osfc.ohio.gov>	4/20/2011	Subject: D&B 04-21-11 NOC Postings Inquiry - Response;	AC
OSFC-Grinch 000232	OSFC-Grinch 000235	Gerard Marcom <gmarcom@osb.oh.gov>	Grinch, Rob	'Edward Corbett' <Corbett@osd.oh.gov>; 'Cynthia Johnson' <cjohnson@osb.oh.gov>; 'Scott Schaller' <schaller@osd.oh.gov>; Keith, Clayton <Clayton.Keith@bovislendlease.com>; 'Zannoni, Steven - aboutPMC' <Steven.Zannoni@aboutPMC.com>	4/22/2010	Subject: D&B 04-20-10 Contractor Background Checks; Attach: HB 428 - Contractors' Background Checks.pdf;	Mediation
OSFC-Grinch 000236	OSFC-Grinch 000237					Attach: HB 428 - Contractors' Background Checks.pdf;	AC
OSFC-Grinch 000238	OSFC-Grinch 000238	<Madison.Dowlen@osfc.ohio.gov>; <Rob.Grinch@osfc.ohio.gov>	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>	Berezansky, Steven	4/22/2011	Subject: D&B;	AC
OSFC-Grinch 000239	OSFC-Grinch 000240	Dowlen, Madison <Madison.Dowlen@osfc.ohio.gov>; Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>	<Steven.Berezansky@osfc.ohio.gov>	4/27/2011	Subject: RE: D&B 04-19-11 Notice of Commencement - Update Required; Attach: Notice of Commencement.pdf;	AC
OSFC-Grinch 000241	OSFC-Grinch 000244	Eufinger, John <John.Eufinger@osfc.ohio.gov>	Grinch, Rob	Duresky, Tasheena	4/29/2010	Attach: Notice of Commencement.pdf;	AC
OSFC-Grinch 000245	OSFC-Grinch 000247	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>	<Tasheena.Duresky@osfc.ohio.gov>		Subject: D&B 04-29-10 Grinch - Review Comments - Eufinger PLA Draft;	AC
OSFC-Grinch 000248	OSFC-Grinch 000248	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>	<Mike.Shoemaker@osfc.state.oh.us>; <Steven.Berezansky@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>; {jrook@ag.state.oh.us}	5/1/2009	Subject: Deaf & Blind School/City of Columbus Sidewalks;	AC
OSFC-Grinch 000249	OSFC-Grinch 000249	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>		5/5/2009	Subject: FW: The Ohio State School for the Blind;	AC
OSFC-Grinch 000250	OSFC-Grinch 000250	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>	Jim Rook (jrook@ag.state.oh.us)	5/8/2009	Subject: Deaf & Blind School/Sidewalks;	AC

BEG DOC	END DOC	TO	FROM	CC	DATE SENT	SUBJECT	BASIS
OSFC-Grinch 000251	OSFC-Grinch 000252	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us> Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	Jim Rook <jrook@ag.state.oh.us>	5/8/2009	Subject: RE: Deaf & Blind School/Sidewalks;	AC
OSFC-Grinch 000253	OSFC-Grinch 000254	Grinch, Rob <Rob.Grinch@osfc.state.oh.us> Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Adam.Novak@bovislendlease.com>	5/11/2009	Subject: FW: Deaf & Blind Schools/Bidrs. Risk;	AC
OSFC-Grinch 000255	OSFC-Grinch 000256	Eufinger, John <John.Eufinger@osfc.ohio.gov>	Keith, Clayton <Clayton.Keith@bovislendlease.com>	<Rob.Grinch@osfc.ohio.gov>	5/11/2010	Subject: FW: Background/FBI Check	AC
OSFC-Grinch 000258	OSFC-Grinch 000258	Grinch, Rob <Rob.Grinch@osfc.state.oh.us> Jim Rook <jrook@ag.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Adam.Novak@bovislendlease.com>	5/13/2009	Subject: Deaf & Blind/Bill Moose; Attach: billmoose.jpg;	AC
OSFC-Grinch 000259	OSFC-Grinch 000259			Attach: billmoose.jpg;			AC
OSFC-Grinch 000333	OSFC-Grinch 000336	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us> Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	James Rook <james.rook@ohioattorneygeneral.gov>	Mendenhall, Mike <Mike.Mendenhall@osfc.state.oh.us>	5/14/2009	Subject: RE: D&B 05-14-09 Novak - PSI Wetlands Delineation Letter - Remove Acreage Reference; Attach: Conservation Easement 4-6-1999.tif; Attach: Conservation Easement 4-6-1999.tif;	AC
OSFC-Grinch 000337	OSFC-Grinch 000362						AC
OSFC-Grinch 000363	OSFC-Grinch 000363	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	Grinch, Rob </O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN =ROB.GRINCH>	Boode, Eric <Eric.Boode@osfc.state.oh.us>, Coy, Lori <Lori.Coy@osfc.state.oh.us>	5/15/2009	Subject: D&B 05-15-09 How State May Process (Small) "Purchase Orders" Contracts; Attach: D&B 04-30-09 Gandee Proposal - Add'l. Services - Tank Removal.pdf;	AC
OSFC-Grinch 000364	OSFC-Grinch 000366					Attach: D&B 04-30-09 Gandee Proposal - Add'l. Services - Tank Removal.pdf;	AC
OSFC-Grinch 000367	OSFC-Grinch 000368	<John.Eufinger@osfc.ohio.gov> <Tasheena.Duresky@osfc.ohio.gov>	Grinch, Rob	'Scott Schaller' <schaller@osd.oh.gov>	5/17/2010	Subject: D&B 05-13-10 PLA - CM & Architect;	AC
OSFC-Grinch 000369	OSFC-Grinch 000369	Grinch, Rob <Rob.Grinch@osfc.ohio.gov> Hager, Todd <Todd.Hager@osfc.ohio.gov>	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>	<Tasheena.Duresky@osfc.ohio.gov>; Dowler, Madison <Madison.Dowler@osfc.ohio.gov>	5/25/2011	Subject: RE: D&B 05-25-11 AE Agreement No 3 - 1st Amendment DRAFT;	AC
OSFC-Grinch 000370	OSFC-Grinch 000371	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Mike.Mendenhall@osfc.state.oh.us>; <Eric.Boode@osfc.state.oh.us>; <Karen.Kirk@osfc.state.oh.us><Lori.Coy@osfc. state.oh.us><Diane.Brown@osfc.state.oh.us>; <Jill.Hoobler@osfc.state.oh.us>; <Clayton.Keith@bovislendlease.com>; <Adam.Novak@bovislendlease.com>	6/3/2009	Subject: RE: D&B 06-02-09 (Retainage) Escrow Agreement, Need for Document from OSFC;	AC
OSFC-Grinch 000372	OSFC-Grinch 000372	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	Grinch, Rob </O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN =ROB.GRINCH>	<Mike.Mendenhall@osfc.state.oh.us>; <Eric.Boode@osfc.state.oh.us>; <Karen.Kirk@osfc.state.oh.us> <Lori.Coy@osfc.state.oh.us>; <Diane.Brown@osfc.state.oh.us>; <Jill.Hoobler@osfc.state.oh.us>; <Clayton.Keith@bovislendlease.com>; <Adam.Novak@bovislendlease.com>	6/2/2009	Subject: D&B 06-02-09 (Retainage) Escrow Agreement, Need for Document from OSFC; Attach: DAS 03-10-09 DAS-SAO Retainage-Escrow Notes - Rita.pdf;	AC
OSFC-Grinch 000373	OSFC-Grinch 000385					Attach: DAS 03-10-09 DAS-SAO Retainage-Escrow Notes - Rita.pdf;	AC
OSFC-Grinch 000386	OSFC-Grinch 000387	Kirk, Karen <karen.kirk@osfc.state.oh.us> Snyder, Lois <Lois.Snyder@osfc.state.oh.us>	Grinch, Rob </O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN =ROB.GRINCH>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	6/3/2009	Subject: D&B 06-03-09 Kasal - (Retainage) Escrow Agreement, Need for Document from OSFC; Attach: RE_ D&B 06-02-09 (Retainage) Escrow Agreement, Need for Document from OSFC.msg;	AC

BEG DOC	END_DOC	TO	FROM	CC	DATE SENT	SUBJECT	BASIS
OSFC-Grinch 000388	OSFC-Grinch 000388	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kirk, Karen <Karen.Kirk@osfc.state.oh.us>		6/2/2009	Subject: RE: D&B 06-02-09 (Retainage) Escrow Agreement, Need for Document from OSFC;	
OSFC-Grinch 000396	OSFC-Grinch 000397	Eufinger, John <John.Eufinger@osfc.ohio.gov>; Duresky, <Tasheena.Duresky@osfc.ohio.gov>; Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	Keith, Clayton <Clayton.Keith@bovislendlease.com>	<Jim.Swartzmiller@bovislendlease.com>; <Karin.Kiriangitis@bovislendlease.com>; <Lisa.LeMar@bovislendlease.com>; <Adam.Novak@bovislendlease.com>	6/8/2010	Subject: D&B Front end revisions; Attach: 13 OSFC General Conditions DFWP SEARCH- G. Edit.pdf; 05 OSFC Instructions to Bidders DFWP SEARCH- wkasai Edit - UPDATE 3.5.3.pdf; 06 OSFC Bid Form DFWP SEARCH- 01 OSD Academic .pdf;	AC
OSFC-Grinch 000398	OSFC-Grinch 000492					Attach: 13 OSFC General Conditions DFWP SEARCH- G. Edit.pdf; 0	AC
OSFC-Grinch 000493	OSFC-Grinch 000511					05 OSFC Instructions to Bidders DFWP SEARCH- wkasai Edit - UPDATE 3.5.3.pdf	AC
OSFC-Grinch 000512	OSFC-Grinch 000519					06 OSFC Bid Form DFWP SEARCH- 01 OSD Academic .pdf;	AC
OSFC-Grinch 000520	OSFC-Grinch 000520	<John.Eufinger@osfc.ohio.gov>; <Tasheena.Duresky@osfc.ohio.gov>	LeMar, Lisa <Lisa.LeMar@bovislendlease.com>	<jpredovich@shp.com>; <Clayton.Keith@bovislendlease.com>; <Rob.Grinch@osfc.ohio.gov>	6/10/2010	Subject: OSDB Special Conditions; Attach: 14 Special Conditions 2003 Word Doc modified 6.10.10.doc;	AC
OSFC-Grinch 000521	OSFC-Grinch 000524					Attach: 14 Special Conditions 2003 Word Doc modified 6.10.10.doc;	AC
OSFC-Grinch 000525	OSFC-Grinch 000525	<John.Eufinger@osfc.ohio.gov>; <Rob.Grinch@osfc.ohio.gov>; <Tasheena.Duresky@osfc.ohio.gov>	Keith, Clayton <Clayton.Keith@bovislendlease.com>	<Karin.Kiriangitis@bovislendlease.com>; <Lisa.LeMar@bovislendlease.com>; <jpredovich@shp.com>; <Jim.Swartzmiller@bovislendlease.com>	6/11/2010	Subject: D&B Special Conditions;	AC
OSFC-Grinch 000526	OSFC-Grinch 000526	'George R. Crusse' <GCrusse@srsmoot.com>	Grinch, Rob <(o=ODN/ou=ODNSITE/cn=Recipients/cn=R ob.Grinch>		6/30/2010	Subject: D&B 06-30-10 Deaf/Blind Schools Project - Clarification;	AC
OSFC-Grinch 000532	OSFC-Grinch 000533	Eufinger, John; Grinch, Rob	Clayton.Keith@bovislendlease.com	Jim Swartzmiller	7/1/2010	Subject: RE: Deaf/Blind schools project	AC
OSFC-Grinch 000544	OSFC-Grinch 000544	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>; Snyder, Lois <Lois.Snyder@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>		7/9/2009	Subject: Re: D+B 07-09-09 Retainage Agreement;	AC
OSFC-Grinch 000547	OSFC-Grinch 000547	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>; Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Snyder, Lois <Lois.Snyder@osfc.state.oh.us>	Bode, Eric <Eric.Bode@osfc.state.oh.us>	7/11/2009	Subject: RE: D+B 07-09-09 Retainage Agreement;	AC
OSFC-Grinch 000548	OSFC-Grinch 000550	Coy, Lori <Lori.Coy@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Karen.Kirk@osfc.state.oh.us>; <Lois.Snyder@osfc.state.oh.us>; <Eric.Bode@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>	7/15/2009	Subject: RE: D&B 07-15-09 Deaf & Blind Schools - Abatement & Demo Contract Status;	AC
OSFC-Grinch 000555	OSFC-Grinch 000555	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	Eufinger, John <John.Eufinger@osfc.ohio.gov>		7/20/2010	Subject: Out of Office: D&B 07-20-10 Labor Document Review Inquiry;	AC
OSFC-Grinch 000595	OSFC-Grinch 000595	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	Eufinger, John <John.Eufinger@osfc.ohio.gov>		8/16/2010	Subject: Out of Office: D&B 08-16-10 Bid Attempt No. 01 - Bid & Completion Dates;	AC
OSFC-Grinch 000596	OSFC-Grinch 000598	Bode, Eric <Eric.Bode@osfc.state.oh.us>; Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Steven.Berezansky@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>; <Chad.Miller@osfc.state.oh.us>; <Lois.Snyder@osfc.state.oh.us>	9/22/2008	Subject: RE: D&B 09-19-08 Finances / Legal Services / Front End	AC
OSFC-Grinch 000599	OSFC-Grinch 000599	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Mike.Shoemaker@osfc.state.oh.us>; <Steven.Berezansky@osfc.state.oh.us>	9/22/2008	Subject: RE: D&B 09-21-08 OSD Superintendent Soliciting Contributions from AE & CM;	AC

BEG DOC	END_DOC	TO	FROM	CC	DATE SENT	SUBJECT	BASIS
OSFC-Grinch 000600	OSFC-Grinch 000602	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Steven.Berezansky@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>; <Chad.Miller@osfc.state.oh.us>; <Eric.Bode@osfc.state.oh.us>; <Lois.Snyder@osfc.state.oh.us>	9/22/2008	Subject: RE: D&B 09-19-08 Finances / Legal Services / Front End;	AC
OSFC-Grinch 000603	OSFC-Grinch 000604	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry	Berezansky, Steven	10/5/2007	Subject: RE: D&B 10-04-07	AC
OSFC-Grinch 000605	OSFC-Grinch 000605	<Chad.Miller@osfc.state.oh.us>; <Rob.Grinch@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Steven.Berezansky@osfc.state.oh.us>	10/8/2008	Subject: Deaf & Blind Schools;	AC
OSFC-Grinch 000606	OSFC-Grinch 000606	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		10/9/2007	Subject: Deaf & Blind Schools; Attach: 10-8-07 MOU- OSFC draft 2.doc;	AC
OSFC-Grinch 000607	OSFC-Grinch 000608	steven.puckett@ode.state.oh.us	Kasai, Jerry	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	10/10/2007	Subject: Ohio School Deaf/Ohio State School For Blind;	AC
OSFC-Grinch 000610	OSFC-Grinch 000611					Attach: 10-8-07 MOU- OSFC draft 2.doc	AC
OSFC-Grinch 000612	OSFC-Grinch 000613	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		10/10/2007	Attach: 10-8-07 MOU- OSFC draft 2.doc	AC
OSFC-Grinch 000614	OSFC-Grinch 000614	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>; steven.puckett@ode.state.oh.us	Kasai, Jerry		10/12/2007	Subject: RE: D&B 10-10-07 DRAFT No. 3	AC
OSFC-Grinch 000615	OSFC-Grinch 000616					Subject: FW: Deaf & Blind School;	AC
OSFC-Grinch 000617	OSFC-Grinch 000617	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		10/12/2007	Attach: 10-8-07 MOU- OSFC draft 2.doc;	AC
OSFC-Grinch 000618	OSFC-Grinch 000619					Subject: Deaf & Blind School;	AC
OSFC-Grinch 000620	OSFC-Grinch 000621	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		10/12/2007	Attach: 10-8-07 MOU- OSFC draft 2.doc;	AC
OSFC-Grinch 000622	OSFC-Grinch 000622	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		10/13/2007	Subject: Fw: Follow up from OSB-OSD meeting with Director Sabety;	AC
OSFC-Grinch 000623	OSFC-Grinch 000624	Perry, Anthony 'Steven.Puckett@ode.state.oh.us'	Kasai, Jerry	Hicks-Hudson, Paula; Najera, Tracy; Madden, Kathleen; Grinch, Rob	10/13/2007	Subject: OSD/OSSB;	AC
OSFC-Grinch 000625	OSFC-Grinch 000626					Subject: RE: Follow up from OSB-OSD meeting with Director Sabety;	AC
OSFC-Grinch 000627	OSFC-Grinch 000628	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		10/15/2007	Attach: 10-12-07 MOU- OSFC draft.doc;	AC
OSFC-Grinch 000629	OSFC-Grinch 000633	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		10/15/2007	Subject: Re: D&B 10-15-07 MOU DRAFT No. 5 - Perry Revisions;	AC
OSFC-Grinch 000634	OSFC-Grinch 000640	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		10/15/2007	Subject: D&B 10-15-07 SP - RPG - JK MOU DRAFT No. 5 - Perry Revisions; ;	AC
OSFC-Grinch 000641	OSFC-Grinch 000645	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		10/15/2007	Subject: Re: D&B 10-15-07 RPG to JK MOU DRAFT No. 5 -	AC
OSFC-Grinch 000646	OSFC-Grinch 000651	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		10/16/2007	Subject: RE: D&B 10-15-07 RPG - JK MOU DRAFT No. 5 - Perry Revisions;	AC
OSFC-Grinch 000652	OSFC-Grinch 000652	<Bill.Hoobler@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>; <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	Miller, Chad <Chad.Miller@osfc.state.oh.us>	10/21/2008	Subject: RE: Ohio State School for the Blind/Ohio School for the Deaf AE Agreement;	AC
OSFC-Grinch 000653	OSFC-Grinch 000653	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		10/30/2007	Subject: FW: OSB-OSD MOU; Attach: MOU - OBM Revisions.102907.doc;	AC
OSFC-Grinch 000654	OSFC-Grinch 000656					Attach: MOU - OBM Revisions.102907.doc;	AC

BEG DOC	END DOC	TO	FROM	CC	DATE SENT	SUBJECT	BASIS
OSFC-Grinch 000660	OSFC-Grinch 000663	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	Grinch, Rob	Bode, Eric <Eric.Bode@osfc.state.oh.us>	11/3/2008	Subject: D&B 10-31-08 Specialty Contracts, OSFC Administration of;	AC
OSFC-Grinch 000664	OSFC-Grinch 000665	Bode, Eric <Eric.Bode@osfc.state.oh.us>; Miller, Chad <Chad.Miller@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Rob.Grinch@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>; <Steven.Berezansky@osfc.state.oh.us>; <Lois.Snyder@osfc.state.oh.us>	11/2/2008	School for the Deaf - requested contract modifications;	AC
OSFC-Grinch 000666	OSFC-Grinch 000668	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>; Bode, Eric <Eric.Bode@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Mike.Mendenhall@osfc.state.oh.us>; <Chad.Miller@osfc.state.oh.us>	11/2/2008	Subject: RE: D&B 10-31-08 Specialty Contracts, OSFC Administration of;	AC
OSFC-Grinch 000669	OSFC-Grinch 000673	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>; Bode, Eric <Eric.Bode@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Steven.Berezansky@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>; <Chad.Miller@osfc.state.oh.us>	11/3/2008	Subject: RE: D&B 10-31-08 Bode - Specialty Contracts, OSFC Administration of;	AC
OSFC-Grinch 000674	OSFC-Grinch 000675	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>; Bode, Eric <Eric.Bode@osfc.state.oh.us>	Grinch, Rob	<Steven.Berezansky@osfc.state.oh.us>; <Mike.Mendenhall@osfc.state.oh.us>; <Chad.Miller@osfc.state.oh.us>	11/3/2008	Subject: D&B 11-03-08 Kasai - Bode Contracts/Costs Beyond AE and CM Services (& Bid Contracts);	AC
OSFC-Grinch 000676	OSFC-Grinch 000681	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>; Bode, Eric <Eric.Bode@osfc.state.oh.us>	Grinch, Rob		11/3/2008	Subject: D&B 11-03-08 Contingencies, Specialty Contracts, OSFC Administration of;	AC
OSFC-Grinch 000682	OSFC-Grinch 000686	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>; Bode, Eric <Eric.Bode@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>		11/3/2008	Subject: D&B 11-03-08 Contingencies, Specialty Contracts, OSFC Administration of;	AC
OSFC-Grinch 000687	OSFC-Grinch 000691	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>; Bode, Eric <Eric.Bode@osfc.state.oh.us>	Grinch, Rob		11/3/2008	Subject: D&B 11-03-08 Kasai Response - Specialty Contracts, OSFC Administration of;	AC
OSFC-Grinch 000692	OSFC-Grinch 000692	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry	Canan, Crystal <Crystal.Canan@osfc.state.oh.us>	11/7/2006	Subject: FW: Background Checks;	AC
OSFC-Grinch 000695	OSFC-Grinch 000697	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>		11/17/2008	Subject: FW: D&B 02-26-08 MOU No. 2 Status - Awaiting OBM Edits;	AC
OSFC-Grinch 000705	OSFC-Grinch 000707	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>		11/17/2008	Attach: D&B 02-10-08 Open House No. 2 - Link to Architect's Diagrams.msg;	AC
OSFC-Grinch 000717	OSFC-Grinch 000719	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		12/27/2007	Subject: FW: D&B 02-10-08 Open House No. 2 - Link to Architect's Diagrams.msg;	AC
OSFC-Grinch 000720	OSFC-Grinch 000720	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Kasai, Jerry		12/27/2007	Subject: RE: D&B 12-27-07 MOU No. 2 - Awaiting OBM Edits;	AC
OSFC-Grinch 000721	OSFC-Grinch 000723	Joel P. O'Connell <JOConnell@ag.state.oh.us>; Grinch, Rob <rob.grinch@osfc.state.oh.us>	John.Eufinger@osfc.ohio.gov Jon C. Walden <JWalden@ag.state.oh.us>	Roush, Erik <Erik.Roush@osfc.ohio.gov> Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	5/20/2010 1/22/2008	Subject: Deaf/Blind & City of Columbus; School/Conservation Easement;	AC
OSFC-Grinch 000724	OSFC-Grinch 000724					Attach: D&B 07-13-07 Aerial - Conservation Easement.PDF; Fw_ Mid January News_2008.msg; Emailing_2007_07_CallforAction.msg;	AC
OSFC-Grinch 000733	OSFC-Grinch 000733	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	John.Eufinger@osfc.ohio.gov		4/28/2010	Attach: D&B 07-13-07 Aerial - Conservation Easement.PDF; Fw_ Mid January News_2008.msg; Emailing_2007_07_CallforAction.msg; Easement.PDF;	AC
OSFC-Grinch 000733	OSFC-Grinch 000733	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	John.Eufinger@osfc.ohio.gov		4/28/2010	Subject: FW: Deaf/Blind PLA Draft; Attach: Deaf and Blind PLA.doc;	AC

BEG DOC	END DOC	TO	FROM	CC	DATE SENT	SUBJECT	BASIS
OSFC-Grinch 000734	OSFC-Grinch 000756					Attach: Deaf and Blind PLA.doc;	
OSFC-Grinch 000759	OSFC-Grinch 000760	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	james.rook@ohioattorneygeneral.gov		4/28/2010	FW: Ohio School for the Blind;	AC
OSFC-Grinch 000761	OSFC-Grinch 000762	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	james.rook@ohioattorneygeneral.gov		4/28/2010	Subject: FW: Ohio School for the Blind;	AC
OSFC-Grinch 000810	OSFC-Grinch 000810	<Crystal.Canan@osfc.state.oh.us>; <Rob.Grinch@osfc.state.oh.us>; <Craig.Weise@osfc.state.oh.us>; <Bill.Prenosil@osfc.state.oh.us>; <Melanie.Drerup@osfc.state.oh.us>	Canan, Crystal </O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN= =CRYSTAL.CANAN>	<Jerry.Kasai@osfc.state.oh.us>; <Steve.Lutz@osfc.state.oh.us>; <Eric.Bode@osfc.state.oh.us>; <Jackie.Yakubowski@osfc.state.oh.us>	5/11/2007	Subject: RE: A/E & CM Contracts for OSDB	AC
OSFC-Grinch 000816	OSFC-Grinch 000816	<Jennifer.Stokes@osfc.ohio.gov>; <Rob.Grinch@osfc.ohio.gov>;<Robert.Slagle@ osfc.ohio.gov>;<Stacey.Thomas@osfc.ohio.go v>;<Rhonda.Hagemeyer@osfc.ohio.gov>;<Cha d.Miller@osfc.ohio.gov>;<Todd.Hager@osfc.o hio.gov>;<Franklin.Brown@osfc.ohio.gov>; <Melanie.Drerup@osfc.ohio.gov>; <Madison.Dowlen@osfc.ohio.gov>; <Tamarara.Rachel@osfc.ohio.gov>; <Bill.Courson@osfc.ohio.gov>; <Gary.Kasper@osfc.ohio.gov>	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>	Berezansky, Steven <Steven.Berezansky@osfc.ohio.gov>	5/12/2011	Subject: Re: Co-Funding of off-site improvements -AC ORC;	-AC
OSFC-Grinch 000817	OSFC-Grinch 000820	Jon C. Walden <JWalden@ag.state.oh.us>; Grinch, Rob <rob.grinch@osfc.state.oh.us>	Joel P. O'Connell <JOConnell@ag.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	1/23/2008	Subject: RE: D&B 01-16-08 Deaf & Blind School/Conservation Easement;	AC
OSFC-Grinch 000821	OSFC-Grinch 000823	Jon C. Walden <JWalden@ag.state.oh.us>; Grinch, Rob <rob.grinch@osfc.state.oh.us>	Joel P. O'Connell <JOConnell@ag.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	1/23/2008	Subject: RE: D&B 01-16-08 Deaf & Blind School/Conservation Easement;	AC
OSFC-Grinch 000824	OSFC-Grinch 000826	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>; Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	Jon C. Walden <JWalden@ag.state.oh.us>		1/17/2008	Subject: Re: D&B 01-16-08 Deaf & Blind School/Conservation Easement;	AC
OSFC-Grinch 000827	OSFC-Grinch 000830	<JOConnell@ag.state.oh.us>; <rob.grinch@osfc.state.oh.us>	Jon C. Walden <JWalden@ag.state.oh.us>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	1/23/2008	Subject: RE: D&B 01-16-08 Deaf & Blind School/Conservation Easement;	AC
OSFC-Grinch 000831	OSFC-Grinch 000834	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>	Jon C. Walden <JWalden@ag.state.oh.us>		1/22/2008	Subject: RE: D&B 01-22-08 Deaf & Blind School/Conservation Easement;	AC
OSFC-Grinch 000835	OSFC-Grinch 000837	Jon C. Walden <jon.walden@ohioattorneygeneral.gov>	Savors, Rick <Rick.Savors@osfc.ohio.gov>	<Cheryl.Lyman@osfc.ohio.gov>; <Steven.Berezansky@osfc.ohio.gov>; <Eric.Bode@osfc.ohio.gov>; <Rob.Grinch@osfc.ohio.gov>; <Tasheena.Duresky@osfc.ohio.gov>	2/15/2011	Subject: RE: D&B 02-13-11 PRR 2011-21 Pasquale Manzi - OSSB-OSD - Attorney Client Communication	AC
OSFC-Grinch 000838	OSFC-Grinch 000839	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>; <John.Eufinger@osfc.ohio.gov>	James Rook <james.rook@ohioattorneygeneral.gov>		3/16/2010	Subject: RE: D&B 03-12-10 City Coordination - Regional Issues - ATTORNEY CLIENT PRIVILEGED; Attach: Draft MOU 5-22-09 CITY REDLINE.doc;	AC
OSFC-Grinch 000840	OSFC-Grinch 000843					Attach: Draft MOU 5-22-09 CITY REDLINE.doc	AC
OSFC-Grinch 000846	OSFC-Grinch 000848	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	james.rook@ohioattorneygeneral.gov		5/5/2010	Subject: RE: D&B 05-05-10 CoIs. Coord'n Mtg. -	AC
OSFC-Grinch 000849	OSFC-Grinch 000852	Grinch, Rob <Rob.Grinch@osfc.state.oh.us>; Keith, Clayton <Clayton.Keith@bovislendlease.com>	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	<Adam.Novak@bovislendlease.com>; <Jim.Swartzmiller@bovislendlease.com>; <Mike.Mendenhall@osfc.state.oh.us>; <Jpredovitch@shp.com>; <Brown@osd.oh.gov>	5/14/2009	Subject: RE: D&B 05-14-09 RAZE Inti. (Low Bidder) - Abatement Contract - Bond Amt. Issue;	AC

BEG DOC	END DOC	TO	FROM	CC	DATE SENT	SUBJECT	BASIS
OSFC-Grinch 000853	OSFC-Grinch 000856	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	James Rook <james.rook@ohioattorneygeneral.gov>	<John.Eufinger@osfc.ohio.gov> <Jon.Walden@ohioattorneygeneral.gov>	6/8/2010	Subject: RE: D&B 06-08-10 Columbus City Coordination- SD Regional Sidewalks & Bikeways	AC
OSFC-Grinch 000860	OSFC-Grinch 000861	Eufinger, John <John.Eufinger@osfc.ohio.gov>	Berezansky, Steven	Grinch, Rob <Rob.Grinch@osfc.ohio.gov> Hager, Todd <Todd.Hager@osfc.ohio.gov>	9/7/2010	Subject: RE: D&B 09-02-10 Pending Change Order Asphalt and Site Scope;	AC
OSFC-Grinch 000862	OSFC-Grinch 000863	Grinch, Rob <Rob.Grinch@osfc.ohio.gov> Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>	<Steven.Berezansky@osfc.ohio.gov> Bode, Eric <Eric.Bode@osfc.ohio.gov>	<Steven.Berezansky@osfc.ohio.gov> <Mike.Mendenhall@osfc.ohio.gov>	9/10/2008	Subject: RE: D&B 09-10-08 CM (Bovis) Contract - Non-Traditional Scope (Reimbursable);	AC
OSFC-Grinch 000864	OSFC-Grinch 000866	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov> Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	Bode, Eric <Eric.Bode@osfc.ohio.gov>	<Steven.Berezansky@osfc.ohio.gov> <Mike.Mendenhall@osfc.ohio.gov> <Chad.Miller@osfc.ohio.gov> <Lois.Snyder@osfc.ohio.gov>	9/22/2008	Subject: RE: D&B 09-19-08 Finances / Legal Services / Front End;	AC
OSFC-Grinch 000867	OSFC-Grinch 000868	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	james.rook@ohioattorneygeneral.gov		9/21/2010	Subject: RE: D&B 09-20-10 ODE & Two Schools Relationship - Appropriate Signatories;	AC
OSFC-Grinch 000869	OSFC-Grinch 000870	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	John.Eufinger@osfc.ohio.gov		10/7/2010	Subject: RE: D&B 10-06-10 Dorm Re-Bid FBI/BCI background checks	AC
OSFC-Grinch 000873	OSFC-Grinch 000874	Grinch, Rob <Rob.Grinch@osfc.ohio.gov>	Jon.Walden@ohioattorneygeneral.gov		2/26/2009	Subject: RE: D&B Franklin Co. Water ; ; How did the meeting with FCWCD go?;	AC
OSFC-Grinch 000875	OSFC-Grinch 000875	OSFC <OSFC@osfc.ohio.gov>	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>		3/17/2009	Subject: Builders Risk Insurance; Attach: 08 GC Art 11.pdf;	AC
OSFC-Grinch 000876	OSFC-Grinch 000879		Grinch, Rob	<jpredovich@shp.com>		Attach: 08 GC Art 11.pdf;	AC
OSFC-Grinch 002798	OSFC-Grinch 002801	Carl Brown <Brown@osd.ohio.gov> <Jerry.Kasai@osfc.ohio.gov> <Adam.Novak@bovisiendlease.com> <Clayton.Keith@bovisiendlease.com>		<nick.mccullough@kleingers.com> <jrook@ag.state.oh.us><jwalden@ag.state.oh.us><Mike.Mendenhall@osfc.ohio.gov>	5/14/2009	Subject: D&B 05-14-09 Conservation Easement Description Whereabouts;	AC
OSFC-Grinch 003526	OSFC-Grinch 003528	'Eric Algoe' <Algoe@osd.ohio.gov>	Grinch, Rob <O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN=ROB.GRINCH>	<Steven.Puckett@ode.state.oh.us> <Mike.Shoemaker@osfc.ohio.gov> <Jerry.Kasai@osfc.ohio.gov> <Bill.Prenosil@osfc.ohio.gov><Carolyn.McClure@osfc.ohio.gov><osfc.temp@osfc.ohio.gov>	10/15/2007	Subject: D&B 10-15-07 Algoe - DRAFT MOU No. 4 to Final (w minor change)	AC
OSFC-Grinch 003533	OSFC-Grinch 003534	Shoemaker, Mike <Mike.Shoemaker@osfc.ohio.gov>	Grinch, Rob <O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN=ROB.GRINCH>	<Bill.Prenosil@osfc.ohio.gov> <Jerry.Kasai@osfc.ohio.gov> <Algoe@osd.ohio.gov>	10/15/2007	Subject: D&B 10-15-07 DRAFT MOU No. 4; Attach: 10-12-07 MOU- OSFC draft.doc;	AC
OSFC-Grinch 003535	OSFC-Grinch 003536	'Puckett, Steven'	Grinch, Rob <O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN=ROB.GRINCH>	<Mike.Shoemaker@osfc.ohio.gov> <Bill.Prenosil@osfc.ohio.gov>	10/15/2007	Attach: 10-12-07 MOU- OSFC draft.doc; Subject: D&B 10-15-07 MOU DRAFT No. 4;	AC
OSFC-Grinch 003537	OSFC-Grinch 003538	<Steven.Puckett@ode.state.ohio.gov>	Grinch, Rob <O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN=ROB.GRINCH>	<Jerry.Kasai@osfc.ohio.gov> <Mike.Shoemaker@osfc.ohio.gov> <Bill.Prenosil@osfc.ohio.gov>	10/15/2007	Subject: D&B 10-15-07 MOU DRAFT No. 5 - Perry Revisions;	AC
OSFC-Grinch 003539	OSFC-Grinch 003541	Perry, Anthony <Anthony.Perry@obm.state.ohio.gov> <Steven.Puckett@ode.state.ohio.gov>	Grinch, Rob <O=ODN/OU=ODNSITE/CN=RECIPIENTS/CN=ROB.GRINCH>	<Jerry.Kasai@osfc.ohio.gov> <Mike.Shoemaker@osfc.ohio.gov> <Bill.Prenosil@osfc.ohio.gov> <Paula.Hicks-Hudson@obm.state.ohio.gov> <Kathleen.Madden@obm.state.ohio.gov>	10/15/2007	Subject: D&B 10-15-07 MOU DRAFT No. 5 - Perry Revisions;	AC
OSFC-Grinch 003546	OSFC-Grinch 003551	Kasai, Jerry <Jerry.Kasai@osfc.ohio.gov>	Grinch, Rob		10/15/2007	Subject: D&B 10-15-07 RPG - JK MOU DRAFT No. 5 - Perry Revisions	AC

BEG DOC	END DOC	TO	FROM	CC	DATE SENT	SUBJECT	BASIS
OSFC-Grinch 003552	OSFC-Grinch 003556	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	Grinch, Rob		10/15/2007	Subject: D&B 10-15-07 RPG to JK MOU DRAFT No. 5 - Perry Revisions;	AC
OSFC-Grinch 003564	OSFC-Grinch 003570	'Puckett, Steven' <Steven.Puckett@ode.state.oh.us>	Grinch, Rob	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>	10/15/2007	Subject: D&B 10-15-07 SP - RPG - JK MOU DRAFT No. 5 - Perry Revisions;	AC
OSFC-Grinch 003580	OSFC-Grinch 003587	'Puckett, Steven' <Steven.Puckett@ode.state.oh.us>	Grinch, Rob	Kasai, Jerry <Jerry.Kasai@osfc.state.oh.us>; Prenosil, Bill <Bill.Prenosil@osfc.state.oh.us>	10/16/2007	Subject: D&B 10-16-07 GO with MOU DRAFT No. 5 - Perry Revisions;	AC
Robert Grinch's OSFC Email - Redactions							
OSFC-Grinch 013595	OSFC-Grinch 013596	Rob Grinch	James Rook <james.rook@ohioattorneygeneral.gov>		4/23/2010	RE: D&B 04-22-10 R-O-W- Coordin with City Officials. Correspondence from AAG Rook redacted.	AC
OSFC-Grinch013597	OSFC-Grinch 013599	James Rook	Robert Grinch	Erik Roush, Brian Sprague, John Eufinger, Tasheena Duresky, Edward Corbett, Cynthia Johnson	4/22/2010	D&B 04-16-10 DAS RE Review Schedule for City Meeting. Correspondence to and from OSFC PM and AAG Rook redacted, and correspondence from Grinch cc: AAG redacted.	AC
OSFC-Grinch0135600	OSFC-Grinch0135600	Rob Grinch	Jon Walden	Earlier in string: Clay Keith, Jim Swartzmiller, Karin Kirlangitis	11/4/2010	FW: Ohio School for the Deaf and Blind Attachment Redacted and correspondence with OSFC council Walden redacted.	AC
OSFC-Grinch135601	OSFC-Grinch135601	Jerry Kasai, Rob Grinch	Madison Dowlen	Todd Hager	4/27/2011	RE: D&B 04-19-11 Notice of Commencement Update Required. Correspondence to Jerry Kasai redacted.	AC
OSFC-Grinch13602	OSFC-Grinch13602	Madison Dowlen	Rob Grinch	Jerry Kasai, Todd Hager	4/19/2011	D&B 04-19-11 Notice of Commencement Update Required. Correspondence to/from OSFC and in house counsel/Jerry Kasai redacted.	AC
OSFC-Grinch13603	OSFC-Grinch13603	Jerry Kasai,	Todd Hager	Steve Berezansky, Rob Grinch	5/10/2011	FW: SHP Contract Amendment Summary. Correspondence to/from OSFC and in house counsel/Jerry Kasai redacted. Attachment redacted due to mediation information included.	AC
OSFC-Grinch13604	OSFC-Grinch13604	Tasheena Duresky, Jerry Kasai, Rob Grinch, Madison Dowlen	Todd Hager		5/31/2011	RE: D&B 05-25-11 AE Agreement No 3 1st Amendment DRAFT. Correspondence to/from OSFC and in house counsel/Jerry Kasai redacted.	AC
OSFC-Grinch13606	OSFC-Grinch13606	Kasai, Berezansky	Todd Hager	Duresky, Grinch, Dowlen	6/7/2011	FW: FW: D&B 05-25-11 AE Agreement No 3 1st Amendment DRAFT. Correspondence to/from OSFC and in house counsel/Jerry Kasai redacted.	AC
OSFC-Grinch013609	OSFC-Grinch013609	Tasheena Duresky, Jerry Kasai, Rob Grinch, Madison Dowlen	Todd Hager			FW: D&B Contract Amendment Attachments Correspondence to/from OSFC and in house counsel/Jerry Kasai redacted. Attachments included in following pages.	AC
OSFC-Grinch013618	OSFC-Grinch013618	Dowlen, Grinch	Kasai	Todd Hager	6/15/2011	RE: D&B 06-15-11 OSD & OSSB Maintenance Plans, Lack of. Correspondence to/from OSFC and in house counsel/Jerry Kasai redacted.	AC

R

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 MICHAEL J. MADIGAN

I, Michael J. Madigan, being first duly sworn, depose and state as follows:

1. The following information is based on my own personal knowledge.
2. I am counsel for TransAmerica Building Company, Inc. ("TransAmerica").
3. I have made reasonable efforts to resolve the matters address in the Motion to Compel ("Motion") through correspondence with counsel for the OSFC, as illustrated by the correspondence attached to the Motion.
4. The informal efforts, including correspondence, have proved fruitless, making the Motion necessary.

FURTHER AFFIANT SAYETH NAUGHT.



 Michael J. Madigan

Sworn to before me and subscribed in my name this 10th day of February, 2015.



TAMARA S. TACKETT
 Notary Public, State of Ohio
 My Commission Expires
 08-08-2016



 Notary Public