

IN THE COURT OF CLAIMS OF OHIO

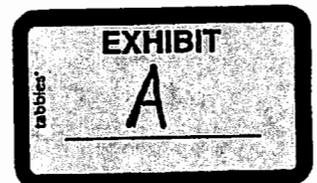
TRANSAMERICA BUILDING COMPANY, INC.,	:	Case No. 2013-00349
	:	
Plaintiff,	:	Judge McGrath
	:	
v.	:	Referee Wampler
	:	
OHIO SCHOOL FACILITIES COMMISSION, nka Ohio Facilities Construction Commission,	:	
	:	
Defendant.	:	

AFFIDAVIT OF JOSHUA WILHELM

State of Ohio :
: SS
County of Franklin :

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

1. I am employed as Project Manager by TransAmerica Building Company, Inc. ("TransAmerica").
2. The Mays Report was distributed to TransAmerica on July 3, 2014.
3. Shortly after the Mays Report was distributed to TransAmerica on July 3, 2014, and as this litigation began to progress, on Friday, August 1, 2014, Clayton Keith, Senior Project Manager and Lend Lease employee, wrote a brief e-mail addressed to myself and Bill Koniewich, representatives of TransAmerica, which Mr. Keith described as the "required 96 hour notification." A true and accurate copy of Mr. Keith's August 1 email is attached hereto as Exhibit A-2.



4. The following Wednesday, August 6, 2014, I responded by email on behalf of TransAmerica. A true and accurate copy of my August 6 email is attached to hereto as Exhibit A-3.

5. In my August 6, 2014 email, I specifically requested advance notice, on behalf of TransAmerica, of any remedial work on the roofs and access to the job site so that TransAmerica could observe the work as it occurred. I also requested any all correspondence between the OSFC and any possible replacement contractor.

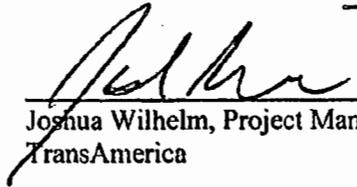
6. In response, Matthew L. Westerman, counsel for the OSFC, stated that there were no documents responsive to TransAmerica's request, and that he would talk to Michael Madigan, counsel for TransAmerica, the following morning. A true and accurate copy of Mr. Westerman's August 6 email is attached hereto as Exhibit A-4.

7. Following the unsuccessful August mediation, the roof remediation issues remained unresolved. Thus, on September 12, 2014, I followed-up on my previous email to Clay Keith with a more detailed letter addressed to "Members of the Project Team" including Clay Keith, Josh Predovich (SHP Leading Design representative), and Madison Dowlen (representative of the OSFC). A true and accurate copy of my September 12 email is attached hereto as Exhibit A-5.

8. In my September 12 email, I pointed to the investigation of TransAmerica's own roofing consultant, Jim Luckino, performed in June of 2014. A true and accurate copy of Mr. Luckino's "Report of Findings" is attached to Josh Wilhelms's Affidavit in Support as Exhibit A-6.

9. The OSFC did not respond to my September 12, 2014 email.

FURTHER AFFIANT SAYETH NAUGHT


Joshua Wilhelm, Project Manager,
TransAmerica

The foregoing affidavit was acknowledged before me this 21 day of April, 2015, by Joshua Wilhelm, who is personally known to me and who did take an oath.


Notary Public



From: Keith, Clayton
To: Bill Koniewicz (wink@tabuilding.com); Josh Wilhelm (jwilhelm@tabuilding.com)
Cc: Westerman, Matt (Matt.Westerman@ofcc.ohio.gov); Madison Dowlen (Madison.Dowlen@ofcc.ohio.gov); Chris Simonson; Patrick Hayden; Josh Predovich (jpredovich@shp.com); Swartzmiller, Jim
Subject: OSDB Dorm roofing Notification
Date: Friday, August 01, 2014 10:19:27 AM

Bill and Josh:

Please consider this email notification regarding the Defective/Non-conforming roofing work at the Ohio State School for the Blind and Ohio School for the Deaf Dorm project.

As was discussed at the last mediation session, the Owner has engaged with a third part consultant, Mays Roofing Consultants, to review existing conditions of the roofing installation for this project. Per the report and findings issued by Mays Roofing Consultants it has been confirmed that the existing roofing work is not in compliance with the plans and specifications and must be replaced. This email is to serve as the required 96 hour notification that the Owner is moving forward with the roof replacements to correct the deficient work installed. TransAmerica has the opportunity, per contract, to correct the work per the Mays Recommendation. If TransAmerica intends to do this work, a firm commitment and plan of action with proposed schedule must be submitted to the Owner within 96 hours. If no response is received the Owner will move forward with the work at TransAmerica's expense.

Please notify us of your intentions by Thursday August 7, 2014 by 12:00 P.M.

Thank You

Clay Keith

Clayton Keith | Senior Project Manager | Project Management & Construction | Lend Lease
250 Civic Center Drive, Suite 280, Columbus, Ohio 43215
T 614 621 1374 | F 614 621 4149 | M 614 374 4857
clayton.keith@lendlease.com | www.lendlease.com

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OSFC-SIMONSON000164

From: Josh Wilhelm
To: Keith, Clayton; Bill Koniewich
Cc: Westerman, Matt (Matt.Westerman@ofcc.ohio.gov); Madison Dowlen (Madison.Dowlen@ofcc.ohio.gov); Chris Simonson; Patrick Hayden; Josh Predovich (jpredovich@shp.com); Swartzmiller, Jim; Madigan, Michael; Alan Starr; Brad Koniewich; Gregory, Den
Subject: RE: OSDB Dorm roofing Notification
Date: Wednesday, August 06, 2014 3:48:30 PM

Clay:

In response to your 96 hour notice, TransAmerica is not in a position to provide a more detailed response until its counsel discusses this issue with counsel for the OFCC in light of the upcoming mediation scheduled for August 18th. To date, TransAmerica's counsel has not heard from Mr. Westerman after inquiring on Friday (Aug. 1). With that said, TransAmerica believes nothing further should be done on the roof until after the August 18th mediation concludes.

If that is not an acceptable response and the OFCC intends to proceed with another contractor prior to the August 18th mediation, please consider this email a public records request for all correspondence (including emails) with any possible replacement contractor. We particularly want to review any document outlining the scope of work that was given to the replacement contractor, any corresponding quote, and the agreement between the OFCC and replacement contractor. Additionally, TransAmerica requests access as to when the replacement contractor will be onsite so that it can observe the work.

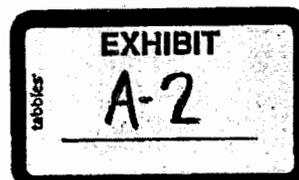
Joshua Wilhelm - PM
TransAmerica Building Company, Inc.
jwilhelm@TABuilding.com

From: Keith, Clayton [mailto:Clayton.Keith@lendlease.com]
Sent: Friday, August 01, 2014 10:19 AM
To: Bill Koniewich; Josh Wilhelm
Cc: Westerman, Matt (Matt.Westerman@ofcc.ohio.gov); Madison Dowlen (Madison.Dowlen@ofcc.ohio.gov); Chris Simonson; Patrick Hayden (hayden@osdb.oh.gov); Josh Predovich (jpredovich@shp.com); Swartzmiller, Jim
Subject: OSDB Dorm roofing Notification

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OSFC-SIMONSON000472

work, a firm commitment and plan of action with proposed schedule must be submitted to the Owner within 96 hours. If no response is received the Owner will move forward with the work at TransAmerica's expense.

Please notify us of your intentions by Thursday August 7, 2014 by 12:00 P.M.

Thank You

Clay Keith

Clayton Keith | Senior Project Manager | Project Management & Construction | Lend Lease

250 Civic Center Drive, Suite 280, Columbus, Ohio 43215

T 614 621 1374 | F 614 621 4149 | M 614 374 4857

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

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From: Westerman, Matthew
To: Josh Wilhelm; Keith, Clayton; Bill Koniewich
Cc: Dowlen, Madison; Chris Simonson; Patrick Hayden; Josh Predovich (jpredovich@shp.com); Swartzmiller, Jim; Madigan, Michael; Alan Starr; Brad Koniewich; Gregory, Don
Subject: RE: OSDB Dorm roofing Notification
Date: Wednesday, August 06, 2014 4:15:34 PM

Josh,

As of right now there are no documents which would be considered responsive to your public records request. I will be talking to Mike Madigan in the morning.

Matt

Matthew L. Westerman
Senior Legal Counsel

Ohio Facilities Construction Commission

30 West Spring Street, 4th floor
Columbus, OH 43215
Direct: 614-466-5742
Main: 614-466-6290
ofcc.ohio.gov osfc.ohio.gov

matt.westerman@ofcc.ohio.gov

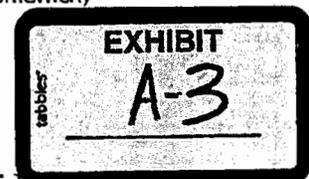
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From: Josh Wilhelm [mailto:JWilhelm@tabuilding.com]
Sent: Wednesday, August 06, 2014 3:48 PM
To: Keith, Clayton; Bill Koniewich
Cc: Westerman, Matthew; Dowlen, Madison; Chris Simonson; Patrick Hayden (hayden@osdb.oh.gov); Josh Predovich (jpredovich@shp.com); Swartzmiller, Jim; Madigan, Michael; Alan Starr; Brad Koniewich; Gregory, Don
Subject: RE: OSDB Dorm roofing Notification

Clay:

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Joshua Wilhelm - PM
TransAmerica Building Company, Inc.
jwilhelm@TABuilding.com

From: Keith, Clayton [<mailto:Clayton.Keith@lendlease.com>]
Sent: Friday, August 01, 2014 10:19 AM
To: Bill Koniewich; Josh Wilhelm
Cc: Westerman, Matt (Matt.Westerman@ofcc.ohio.gov); Madison Dowlen (Madison.Dowlen@ofcc.ohio.gov); Chris Simonson; Patrick Hayden (hayden@osdb.oh.gov); Josh Predovich (jpredovich@shp.com); Swartzmiller, Jim
Subject: OSDB Dorm roofing Notification

Bill and Josh

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Please notify us of your intentions by Thursday August 7, 2014 by 12:00 P.M.

Thank You

Clay Keith

Clayton Keith | Senior Project Manager | Project Management & Construction | Lend Lease
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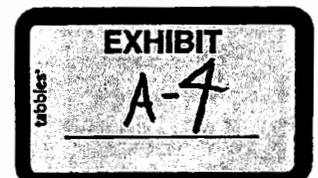
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Madigan, Michael

From: Josh Wilhelm <JWilhelm@tabuilding.com>
Sent: Friday, September 12, 2014 4:58 PM
To: Keith, Clayton; Josh Predovich (jpredovich@shp.com); Madison Dowlen (Madison.Dowlen@ofcc.ohio.gov); Matt.Westerman@ofcc.ohio.gov
Cc: Madigan, Michael; Gregory, Don; Bill Koniewich; Brad Koniewich; Alan Starr
Subject: OSDB, TA, Roofing Response
Attachments: OSDB Roofing Notice Resp 9-12-14.pdf

All,
Please see the attached for our response regarding the roofing issue at the OSDB, Dorms.

Regards,
Joshua Wilhelm
Project Manager
TransAmerica Building Company, Inc.
2000 W. Henderson Road #500
Columbus, Ohio 43220
Cell: (614) 949-8872
Fax: (614) 457-2078
jwilhelm@TABuilding.com
www.TABuilding.com



September 12, 2014

Lend Lease
Attn: Clay Keith
250 Civic Center Drive, Suite 280
Columbus, OH 43215

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

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

Re: TransAmerica's Response to Mays June 27, 2014 Roof Report

Members of the Project Team:

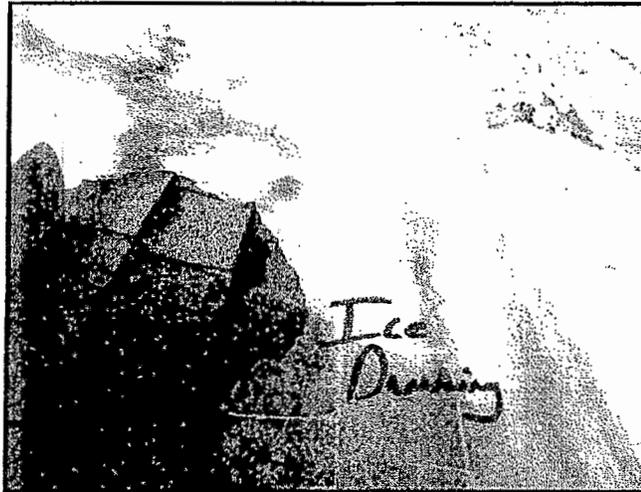
With this letter, TransAmerica is providing its response to the August 1, 2014 email from Lend Lease and the June 27, 2014 Mays Report on the shingle roofs for the various dormitories. As you know, TransAmerica previously requested additional time to provide its response pending the outcome of the parties' mediation attempts. It is TransAmerica's understanding that the Mays Report was prompted by complaints from the end user about bulk water infiltration during the months of January and February.

First, TransAmerica points out that the OSFC, through its own actions and omissions, has already breached the contract—the crux of the on-going lawsuit. As the Project Team is aware, the OSFC never provided TransAmerica a complete set of “full and accurate plans” as required by R.C. §153.01. While a completed set was apparently available to the OSFC—labeled “Construction Set”—which was received by Lend Lease and ultimately issued to the Plans Examiner, the OSFC withheld that completed construction set from TransAmerica throughout the project. Since filing the lawsuit, it has become evident that the reason why the Construction Set, or some other completed set of plans, was never issued to TransAmerica is that SHP and Lend Lease were concerned the revised set of plans were still not complete. Afraid of causing additional costs on a Project that already had substantial budget overruns, the OSFC withheld important information from TransAmerica, causing countless problems throughout construction and leading to the current dispute.

TransAmerica bid this Project under the belief that the plans would be full, accurate, and easily understood as required by R.C. §153.01. The fact that SHP made an attempt to update the set of plans and produced a set labeled “Construction Set” after TransAmerica submitted its bid proves that the original bid documents were far from full and accurate. Furthermore, in order to obtain the approval from the Plans Examiner for its design, SHP made multiple revisions to the plans over the course of two years while construction was on-

going. To now claim that certain portions of the Project were not installed per the contract documents ignores the fact that TransAmerica was never provided with a buildable set of construction documents to start with. Such an argument also ignores the OFSC's decision, through its consultants and agents, to withhold design information from TransAmerica solely out of fear that sharing such information would create confusion and further aggravate the Project's budget problems.

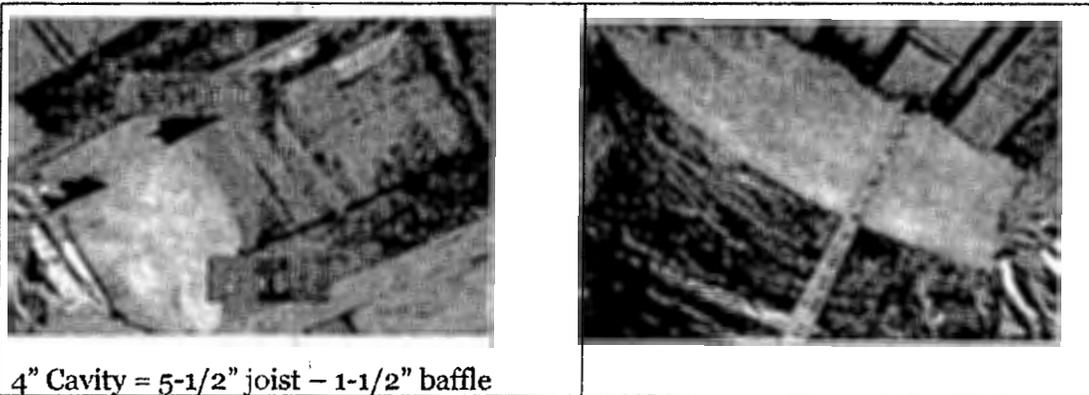
In response to the items identified in the Mays Report, TransAmerica does not dispute that certain portions of the roofs underlayment and metal step flashing were not installed in strict conformance with the contract documents. However, it is TransAmerica's position, supported by its roofing expert—Jim Luckino—that the complaints regarding water intrusion are the result of ice build-up during the months of January and February, rather than any substandard workmanship on the part of TransAmerica. These ice dams, shown in the picture below, are the result of inadequate ventilation and insulation design at the underside of the roof structure. Ventilation and insulation design was the responsibility of the Project Architect – SHP.



After an on-site investigation, Mr. Luckino concluded that the ice dams are the result of improper roof design. Based on what has been reported to TransAmerica, and as noted below, only those roofs with a northern exposure (Blind 1, Blind 2, and Blind 3) are experiencing bulk water intrusion, and bulk water intrusion has been reported only during January and February, when the roofs are subject to snow build up.



Mr. Luckino's investigation also revealed that 8" insulation in the attic space was compressed down to 4" to fit the space provided by SHP's design, which results in a 36% reduction in R Value and additional heat loss from the roof during the winter months. The pictures below and the chart taken from an industry standard publication support this assertion.

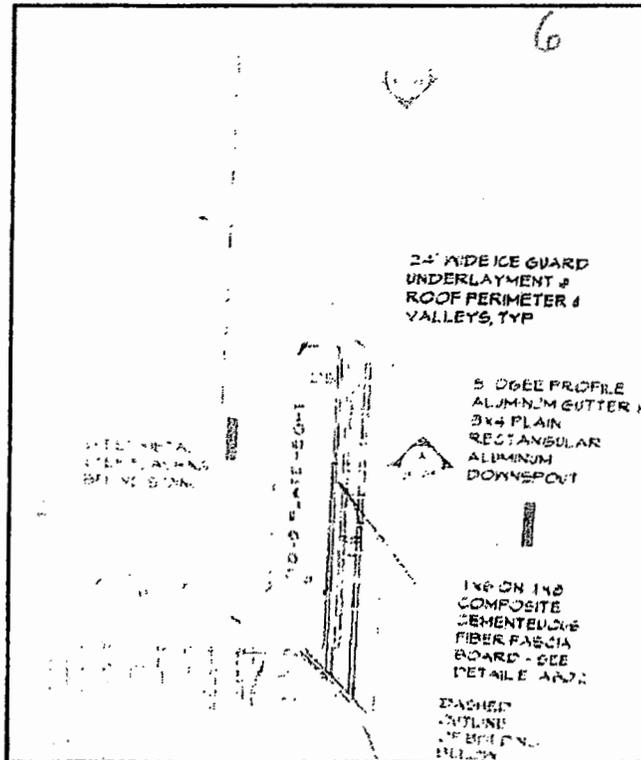


COMPRESSED R-VALUE FOR CERTAINTED BUILDING INSULATION														
Nominal Lmbr Size	Depth of Cavity	R6	R8	R11	R13	R15	R19	R21	R22	R25	R30	R30	R38	R38
		1 3/4"	2 1/2"	3 1/2"	3 1/2"	3 1/2"	6 1/4"	5 1/2"	6 1/2"	8"	8 1/4"	10"	10"	12"
1x2	3/4"	3.5	-	-	-	-	-	-	-	-	-	-	-	-
2x2	1 1/2"	5.5	5.6	8	6.2	6	6.4	-	-	-	-	-	-	-
2x3	2 1/2"	6	8	9	10	12	10.5	-	-	-	-	-	-	-
2x4	3 1/2"	8	8	11	13	15	14	15	15	-	-	-	-	-
2x4 (full)	4"	6	8	11	13	15	15	17	16	18	17	-	-	-
2x6	5 1/2"	6	8	11	13	15	18	21	20	20	22	21	-	-
2x8	7 1/4"	6	8	11	13	15	19	21	22	24	27	26	30	28
2x10	9 1/4"	6	8	11	13	15	19	21	22	25	30	29	36	33
2x12	11 1/4"	8	8	11	13	15	19	21	22	26	30	30	38	37

Additionally, it was reported that the attic space experiences abnormally high temperatures, even during the winter months, due to how the HVAC system is operating. High temperatures in the attic space during the winter months will further exacerbate the ice dam problem pictured above, as increased attic temperatures accelerate snow melt, which then freezes as the water runs down the roof away from the heated portions of the roof. Moreover, the fact that the roofs experienced significant rains in June of 2014 without any reported water infiltration is further evidence that the real cause of the earlier bulk water intrusion is due to ice dams.

While Mr. Luckino's investigation remains, at this point, preliminary, and though he reserves the right to amend his findings, Mr. Luckino's observations present alternative explanations for the water infiltration experienced at the school. We expect Mr. Luckino's findings will become more concrete after he obtains results from thermography testing performed by experts retained by the OSFC—results which he has still not received, despite our prior request for such information.

TransAmerica also points out that the Mays Report fails to locate the specific point of bulk water intrusion. The Report only notes alleged deficiencies with the work performed by TransAmerica. With respect to Mays' assertion that the *entire* shingle roof should have been installed with ice guard, TransAmerica points out that this is in direct conflict with the detail below:



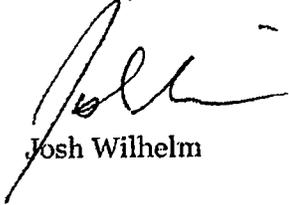
The Mays Report also provides no support for its conclusion that the specifications trump the notations on the plans, and the report fails to explain why Lend Lease and SHP did not object during construction to the roof's installation even though it was evident that the ice guard was not being installed over the entire shingle area. It is also worth noting that the ASTM D226 standard used in the project specifications for roofing felt explicitly states that the felt was not tested for water resistance. It would follow, then, that the felt should not be relied upon as a primary shield against water migrating past roofing shingle, which has been claimed by SHP.

Further, the Mays Report does not make any recommendations as to what remedial work should be performed. Accordingly, TransAmerica disputes any suggestion that it is responsible for costs to repair any damage resulting from the bulk water intrusion. Because it is unclear as to what exactly the OSFC is expecting in light of the Mays Report and the Lend Lease email, TransAmerica requests written direction from the OSFC. In particular, TransAmerica requests that the OSFC specify roof areas for the various dorms it believes are deficient and whether there are any subsequent changes to the original design, such as replacing the roof felt with ice guard.

Please be aware that the failure of the OSFC to provide the information requested above and any notice in advance of destructive work being performed by others will create issues of spoliation and prejudice TransAmerica's rights to

mitigate its damages should the OSFC later seek to offset costs associated with roof repair work performed by others.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Wilhelm", written over a printed name.

Josh Wilhelm

cc.
Bill Koniewich

REPORT OF FINDINGS

SUBJECT FACILITY:

Ohio State School for the Blind
Ohio State School for the Deaf
Columbus, Ohio

PREPARED FOR:

Mr. Michael Madigan
Kegler Brown Hill & Ritter, LLP
65 East State Street, Suite 1800
Columbus, Ohio 43215
Tel. 614.462.5400
Fax. 614.464.2634

PREPARED BY

A R C H A T A S
a professional architectural company

James S. Luckino, AIA, CSI
6797 North High Street, Suite 129
Worthington, Ohio 43085
Tel. 614.885.0600
Fax. 614.885.1221
jsl@archatas.com

EXHIBIT

A-5

DATED: OCTOBER 20, 2014

INTRODUCTION:

Mr. James S. Luckino, AIA, CSI, has been retained by TransAmerica Building Company, Inc., Columbus, Ohio. The purpose of this engagement is to review various documents and field installation of certain roofing components that were installed by TransAmerica Building Company of Columbus, Ohio, and to respond to allegations set forth in a report by Mays Consulting and Evaluation Services (undated).

The subject installation occurs on several buildings which are student housing units and were a part of an expansion program located at the Ohio State School for the Blind and the Ohio State School for the Deaf. Both facilities are located in the same general vicinity near the 71/Morse Road Interchange north of downtown Columbus. In total, there are 12 such buildings.

The roofs on each building are covered with conventional dimensional shingles of an Architectural grade. There are minor sections on each structure that have white P.V.C. membrane adhered to presumably insulation or a recovery board and an area covered with an architectural standing seam metal roof. Claims by the Ohio Facilities Construction Commission relate to alleged bulk water intrusion into the units. This is an overstatement at best as the bulk water intrusion is limited to perhaps two to four buildings.

The Architect of Record for this project is Steed Hammond and Paul, Columbus, Ohio in association with Winter & Company, Boulder, Colorado, and Berardi & Partners Inc., Columbus, Ohio. Bovis Lend Lease, Inc., Columbus, Ohio, acted as the Construction Manager and the Ohio School Facilities Commission is the sponsoring agency.

Mr. Luckino, principal of Archatās, Inc., is a licensed Architect in the state of Ohio and is currently licensed to practice in eleven states. An abridged C.V. is located is attached and it includes various references. Mr. Luckino is recognized as a leading forensic Architect and is qualified to act as an expert witness in matters dealing with various roofing systems, building envelope composition, construction means and methods as well as contractual obligations. Mr. Luckino has in excess of 40 years in the profession. Archatās, Inc., is a full service architectural firm located in Worthington, Ohio and was formed in 1991 with Mr. Luckino as the Principal.

Mr. Luckino has visited the two sites and participated as an observer during selective invasive review of the as-built conditions of the roofs. This invasive review was conducted by Mays Consulting and Evaluation Services of Delaware, Ohio. Mays was retained by the Ohio School Facilities Commission (DFCC). These invasive encounters were conducted on May 22, June 16, and June 17, 2014. During that time frame, Mays directed areas for selective demolition to verify how the assembly was completed.

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The following report being presented by Mr. Luckino is in response to a summary of findings presented by Mays Consulting and Evaluation Services, Inc., as a result of their invasive review of the in-place construction of the asphalt shingles. The Mays Report is not dated or signed by the presenter. Because the Mays Report asserts that it is a "preliminary" report, Archatás, Inc., would reserve the opportunity to amend this report, or submit additional report(s) in the event Mays would finalize his current offering consisting of three (3) undated pages.

Acknowledgements:

I wish to acknowledge that certain photographic representations used in the reporting process may not be my personal work product. The opinions expressed, however, regarding the depiction are my personal opinions and are based on my years of experience, continuing education, and knowledge to a degree of architectural certainty. When photographs are incorporated that are not my work product, acknowledgements or credits will be so noted. Reference materials that are used to form my opinions are noted, and may not be included.

END OF SECTION

FORWARD:

The Ohio School Facilities Commission (OSFC) recently changed to the Ohio Facilities Construction Commission (OFCC) on the behalf of the using agency has alleged that the housing units on both sites have nonconforming roof systems that are subject to chronic "leaks." This accusation is both unsubstantiated and inaccurate based on the information made available to date.

OFCC has engaged Mays Consulting and Evaluation Services, Inc., (Mays) to act as their expert in reviewing the as-built conditions to verify the performance and installation of the roof systems. Mays has performed certain invasive investigations and provided a report of findings that was made available to TransAmerica on July 3, 2014 shortly before the parties were scheduled to conduct a mediation. The report is barely three pages in total that included selected excerpts from the contract documents and code related items. The Mays Report was not clear as to the scope of the roof replacement, but does suggest that the shingle roof portion of all 12 roofs need replaced and included is an estimate for the complete replacement of all shingle roofs. The Mays Report did not provide any backup or supporting information for the costs, which do appear high based on my experience and estimates solicited by TransAmerica and this office.

It is important to point out that neither Mr. Mays nor Mr. Baile are licensed Architects or Engineers. Opinions and conclusions they have made regarding interpretation of code provisions are not based on any formal education or training that a licensed design professional must satisfy. In this limited capacity, Mays is not qualified to interpret the Architect's specifications nor comment on the performance of the architect's compliance with the standard of care. Please note that Mays is engaged by the owner, and makes no comment regarding the obligations of the owner to maintain the roof or mitigate damages, nor the role SHP's design had in the bulk water intrusion that had been identified to date. Instead, Mays simply asserts that the contractor is wholly at fault regardless of the perceived problem.

The current roofing systems were completed in 2011-2012, or there abouts, and have experienced at least one complete seasonal cycle. During the time frame for the Mays investigation, May and June of 2014, these buildings experienced unusual rain occurrences associated with high winds and there were no instances of bulk water intrusion reports by the user.

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Below is a headline taken from the Columbus Dispatch during this period of time when the area experienced heavy rainfall and no reports were provided to TransAmerica during that period that the buildings were leaking. The reported instances of water intrusion occurred on only 3 buildings out of the 12 total during freezing conditions with snow and ice build-up on restricted roofs experiencing "ice-damming." The issue of systemic leaking is not substantiated and misleading.

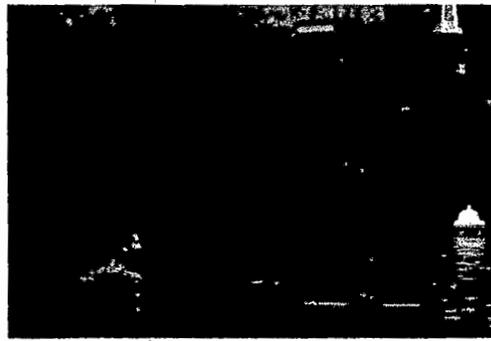
Columbus, Ohio • Oct 16 2014 • 58 Overcast

The Columbus Dispatch

» Hot Links

Overnight downpours renew high-water worries

PREVIOUS NEXT



Jason Bueschur, 14, plays in flooded Brandywine Drive in Upper Arlington on late Tuesday afternoon, June 24, 2014

EAMON QUEENEY | DISPATCH

By Jim Woods

The Columbus Dispatch • Wednesday June 25, 2014 10:31 AM

Comments: 1 256 38 515

Motorists are urged to show caution this morning as several central Ohio roadways remain flooded after a series of downpours yesterday evening and overnight dumped several inches of rain.

Delaware County was particularly hard hit by a shower that passed through between 1 and 2 a.m. Sections of Rte. 3, 61, 315 and 521 were closed due to high water early today, according to the Delaware County sheriff's office.

"ODOT and the county don't possess enough high-water signs to cover all the flooded roadways," said Dan Hartman, a Delaware County sheriff's office dispatcher.

E. Wilson Bridge Road was closed between McCord Park and Worthington Galena Road, Worthington police said.

In Westerville, a tree near a stream in back of a house on Liberty Lane fell onto the house. The family living in the house was told to evacuate, a Westerville police and fire dispatcher said.

Park Meadow Road south of Schrock Road was closed due to flooding from Alum Creek, according to the Westerville dispatcher.

In Gahanna, flooding from Big Walnut Creek has closed a section of Olde Ridenour Road near Mifflin Cemetery, as well as part of Pizzaro Park, Gahanna police said.

END OF SECTION

PREPARED BY:
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OBSERVATIONS:

Mays conducted an invasive review of the installation of the asphalt shingles on May 22, June 16, and on June 17, 2014. Mr. Luckino was present on May 22 and June 17. The nonconforming work was observed but not systemic as the Mays Report suggest. While Mays performed his investigation, he was not able to identify a single point where there was conclusive evidence that a roof leak actually occurred. Only one wet spot was detected which was not near a potential point for entry.

If the roofs were leaking from the exposure side, we should have encountered bowed plywood or at least stains and none were present. Do these roofs leak? Yes, and there are reports of bulk water incursion but only in three buildings Blind 1, Blind 2, and Blind 3. All three buildings have experienced water incursion in the winter climate between January and February. The cause of the water incursion results from *ice dam* conditions, and not nonconforming installation. The main item of nonconforming work is the step flashing which is not defective at all locations.

As defined by National roofing Contractors Association (NRCA), HARK manual:

Ice Dam:

A mass of ice formed at the transition from a warm to a cold roof surface, frequently formed by refreezing melt-water at the overhang of a steep roof, causing ice and water to back up under roofing materials.



Plate # BS-001



Plate # BS-002

Plate #BS-001 is a view of Building Blind-1 taken by TransAmerica showing the snow covered roof and Plate #BS-002 is a close-up view of the area indicated by the red arrow in Plate #BS-001. The ice dam formed on the three buildings in part because they all share a Northern exposure with little direct sun to aid in melting the snow.

The root cause of this ice dam is caused by improper design which directed 8" of thermal insulation to be installed in a compressed condition. By compressing the fiberglass insulation, the R-value in this instance is reduced by approximately 43%.

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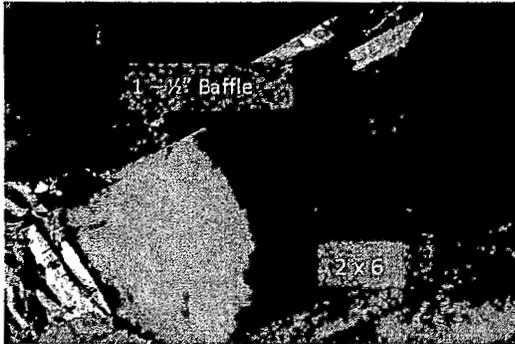


Plate #BS-003

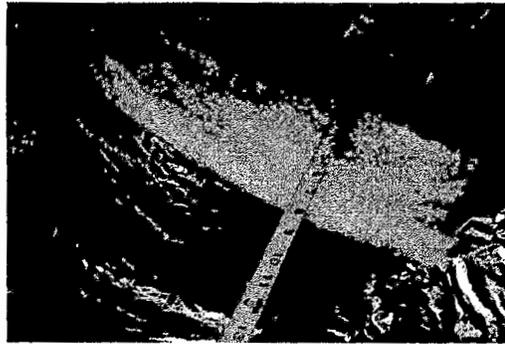


Plate #BS-004

Plate #BS-003 is a view of the construction below an area where an ice dam occurs. The roof supporting rafters are 2x6. This net dimension is 5 1/2". A venting baffle is installed directly to the underside of the roof plywood and is approximately 1 1/2" thick which leaves an insulation cavity of 4" net. The design documents require the installation of an 8" foil faced blanket insulation as noted in Plate #BS-004.

When the insulation is installed under these conditions, there is a reduction in the affective R-value from the intended R-value of 25 to an R-value of approximately 17, which is a significant loss.

COMPRESSED R-VALUE FOR CERTAINTED BUILDING INSULATION														
Nominal	Depth of	R6	R8	R11	R13	R15	R19	R21	R22	R25	R30	R30	R38	R38
Lmbr Size	Cavity	1 3/4"	2 1/2"	3 1/2"	3 1/2"	3 1/2"	6 1/4"	5 1/2"	6 1/2"	8"	8 1/4"	10"	10"	12"
1x2	3/4"	3.5	-	-	-	-	-	-	-	-	-	-	-	-
2x2	1 1/2"	5.5	5.6	6	6.2	6	6.4	-	-	-	-	-	-	-
2x3	2 1/2"	6	8	9	10	12	10.5	-	-	-	-	-	-	-
2x4	3 1/2"	6	8	11	13	15	14	15	15	-	-	-	-	-
→ 2x4 (full)	4"	6	8	11	13	15	16	17	18	16	17	-	-	-
2x6	5 1/2"	6	8	11	13	15	18	21	20	20	22	21	-	-
2x8	7 1/4"	6	8	11	13	15	19	21	22	24	27	26	30	28
2x10	9 1/4"	6	8	11	13	15	19	21	22	25	30	29	38	33
2x12	11 1/4"	8	8	11	13	15	19	21	22	25	30	30	38	37

Plate #BS-005

To compound the loss in R-value, it was reported that there were issues with controlling the heating of this space as well. This particular area was excessively over heated adding to the potential loss of conditioned air. It is my professional opinion that the *ice damming* is due to the excessive heat loss through the roof system, which is aggravated by the reduction in R-value of the installation. The *ice dam* formed causing melted ice to back-up under the shingles and into the structure.

COMMENTS

The North facing orientation is a contributing factor and is common to these three units only. This condition does not manifest itself on any other unit.

At this point, we believe we have defined the source of the bulk water that gained access into the buildings. The next issue is how then did the roof underlayment fail to prevent this situation. By design, there was to be an underlayment consisting of a self-adhered membrane and felts to overlap and act as a secondary roof.

The Mays investigation uncovered these elements and states this secondary system was not correctly installed in accordance with the OBC and an acceptable standard of practice. Mays concluded this is a contractor error.

The Mays Statement fails to acknowledge that the improper installation is in accordance with a specific detail found in the contract documents by S.H.P. Architects.

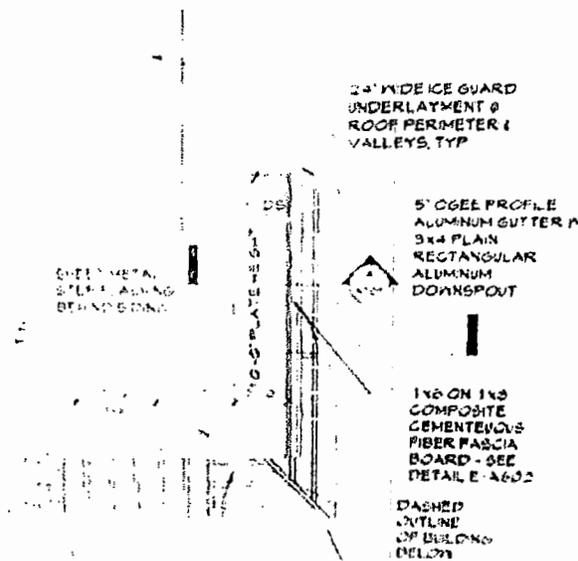


Plate #BS-006 is the referenced detail. The underlayment was documented by Mays to be as shown in the detail. This detail violated the conditions noted in OBC for the placement which prescribes how the material was to be installed.

Plate #BS-006

not qualified to make such an assertion. The detail is specific to the installation while the specification applies to the materials to be used. If there is a discrepancy between the two documents, the Architect of Record would make the decision not Mays. The Project Record is void of any concerns SHP or LL expressed regarding TransAmerica's placement of the ice shield, which was visible during construction. This further indicates that all parties believed during construction that TransAmerica was to install the ice shield per the referenced architectural detail.

The Architect has failed to meet the letter of the code not the contractor. Below is the actual Code requirement for what is considered the installation of underlayment for a high-slope roof. The roof pitch in this project is 4" vertical over 12" horizontal.

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1507.3.3 Underlayment. Unless otherwise noted, required underlayment shall conform to: ASTM D 226, Type II; ASTM D 2626 or ASTM D 6380, Class M mineral-surfaced roll roofing.

1507.3.3.1 Low-slope roofs. For roof slopes from 2½ units vertical in 12 units horizontal (21-percent slope), up to four units vertical in 12 units horizontal (33-percent slope), underlayment shall be a minimum of two layers applied as follows:

1. Starting at the eave, a 19-inch (483 mm) strip of underlayment shall be applied parallel with the eave and fastened sufficiently in place.
2. Starting at the eave, 36-inch-wide (914 mm) strips of underlayment felt shall be applied overlapping

Section OBC 1507.3.3 describes the underlayment. I have also included Section OBC 1507.2.8 which prescribes the installation for the underlayment and Section 1507.2.8.2 discusses the Ice Barrier.

1507.2.8 Underlayment application. For roof slopes from two units vertical in 12 units horizontal (17-percent slope) and up to four units vertical in 12 units horizontal (33-percent slope), underlayment shall be two layers applied in the following manner. Apply a minimum 19-inch-wide (483 mm) strip of underlayment felt parallel with and starting at the eaves, fastened sufficiently to hold in place. Starting at the eave, apply 36-inch-wide (914 mm) sheets of underlayment overlapping successive sheets 19 inches (483 mm), by fastened sufficiently to hold in place. Distortions in the underlayment shall not interfere with the ability of the shingles to seal. For roof slopes of four units vertical in 12 units horizontal (33-percent slope) or greater, underlayment shall be one layer applied in the following manner. Underlayment shall be applied shingle fashion, parallel to and starting from the eave and lapped 2 inches (51 mm), fastened sufficiently to hold in place. Distortions in the underlayment shall not interfere with the ability of the shingles to seal.

1507.2.8.1 High wind attachment. Underlayment applied in areas subject to high winds (greater than 110

mph in accordance with Figure 1609) shall be applied with corrosion-resistant fasteners in accordance with the manufacturer's instructions. Fasteners are to be applied along the overlap at a maximum spacing of 36 inches (914 mm) on center.

1507.3.3.2 High-slope roofs. For roof slopes of four units vertical in 12 units horizontal (33-percent slope) or greater, underlayment shall be a minimum of one layer of underlayment felt applied shingle fashion, parallel to, and starting from the eaves and lapped 2 inches (51 mm), fastened only as necessary to hold in place.

1507.3.4 Clay tile. Clay roof tile shall comply with ASTM C 1167.

1507.3.5 Concrete tile. Concrete roof tile shall comply with ASTM C 1492.

1507.3.6 Fasteners. Tile fasteners shall be corrosion resistant and not less than 11 gage, ¾-inch (8.0 mm) head,

1507.2.8.2 Ice barrier. In areas where there has been a history of ice forming along the eaves causing a backup of water, an ice barrier that consists of at least two layers of underlayment cemented together or of a self-adhering polymer modified bitumen sheet shall be used in lieu of normal underlayment and extend from the lowest edges of all roof surfaces to a point at least 24 inches (610 mm) inside the exterior wall line of the building.

Exception: Detached accessory structures that contain no conditioned floor area.

It is clear that the Architect violated the letter of the Code as illustrated by his detail, Plate #BS-006.

There are numerous errors within the Mays Report as listed below:

Mays verbally presented an argument that the nails were not "barbed." Barbed nails have not been produced since the 1960's when air nailing became the preferred installation method. The Mays Report references the 2007 Ohio Building Code Chapter 15. The correct Code reference would be the 2009 Ohio Building Code April 2009 Release. The Bid Set is dated October 2010.

Within this Mays Report, there is a statement regarding "Party at Fault." In my professional opinion, Mays is not qualified to make such a statement. The determination or assessment of fault is a legal issue. Secondly, Mays does not properly define the nonconforming work and was unable to locate any actual point of bulk water intrusion. My position is based on my experience, education and 30 plus years of the practice of architecture. There is bulk water entry but it is not the contractor error causing the infiltration. In his diminished capacity, most, if not all, conclusory statement contained in the Mays Report are either unsubstantiated and incorrect.

COMMENTS

The subject report contained four areas of discussion. In the first section titled Project Manual, Mays presents five (5) enumerated issues. It is my opinion that Mays is not qualified to interpret the specifications. In this discussion, Mays makes numerous statements regarding the installation but fails to verify the nonconformance. Simply to state something does not comply with... should be followed with a descriptive narrative to show how or why something does not comply. In my review of the specifications, and in my professional capacity, I note that these subject specifications are not project specific in all instances and may in fact be "canned" specifications. The used of "barbed" nails is an example noted in Section 073113 Article 2.3c.

The second section deals with Project Drawings. Regardless of the opinion expressed in the Mays document, the detail in the drawings (Plate # BS-006) definitively shows the intended layout of the Ice Guard. This layout may not follow the specifications or the Code requirements but it does define the Architect's intent. Mays' comment regarding the specifications taking precedence is false and the architect detail prevails.

While the detail may be incorrect and nonconforming, it is the detail that prevails. I would further submit that there would have been ample opportunity for the placement of the Ice Guard to have been observed during the construction process.

The third section deals with the conformance of Code related requirements. Here again, in his limited capacity, Mays is not qualified to cite the intent of the Code (OBC). When you state "nonconformance" it would follow that an explanation of nonconformance in detail should be expressed. Simply to state a failure to meet the Code is insufficient. Further, the Code edition reference is incorrect for the time frame of construction.

In the last reference section Asphalt Shingle Manufacturer Installation Instructions, Mays states 5 items that the work is not in conformance with the Manufacturer's Instruction. He even fails to identify the manufacturer as a reference and did not elaborate on the failure to conform.

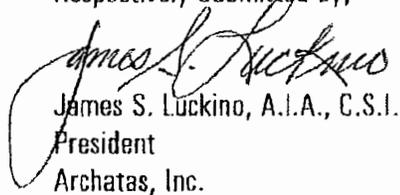
In spite of the several days of destructive review of the installation, the Mays Report was unable to definitively identify a single leak or point of entry for bulk water. His investigation was in limited areas and in isolated locations but the report suggest that the entire shingled roofs on ever building must be replaced. The Report does not discuss the installation of the metal roof area nor the P.V.C. portions of each building.

I have presented my discussion regarding the cause of the water intrusion resulting from compressed insulation which contributed to the *ice damming* which is validated by the occurrence and location of the reported leaks. In conclusion, the Mays Report consists of unsubstantiated opinions that are without merit and should be ignored.

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this will concluded my position at this time pending review of any additional documentation or reporting on this matter.

Respectively Submitted by,


James S. Luckino, A.I.A., C.S.I.
President
Archatas, Inc.

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ARCHATAS

a professional design company

CURRICULUM VITAE

James S. Luckino, A.I.A., C.S.I.
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Worthington, Ohio 43085-2577

EDUCATION

1976 - Graduate B.S. in Architecture from The Ohio State University

REGISTRATION

Base State: Ohio, 1979

Additional Registrations: West Virginia, Commonwealth of Pennsylvania, Missouri, Indiana, Kentucky, Georgia, Michigan, New York, Florida, North Carolina

National Council Of Architectural Registration Boards (NCARB) file and certificate.

COMMUNITY & PROFESSIONAL AFFILIATIONS

American Institute of Architects
Construction Specification Institute
National Roofing Contractors Association
University Lodge Free and Accepted Masons of Ohio
32nd degree Mason, Aladdin Temple, Columbus, Ohio
American Italian Golf Association, Columbus, Ohio
Columbus Italian Club, Columbus, Ohio

AREAS OF PRACTICE

Mr. Luckino is a registered architect and qualified to practice Architecture at any level. Special areas of practice: Forensic Architecture involving envelope design, roofing failures, masonry and concrete failures and restoration, intrusive moisture problems including mold and fungal growth, evaluation and peer review. Provide litigation support, contract compliance and due diligence evaluations.

REPRESENTATIVE CLIENTS - DESIGN

State of Ohio, Department of Rehabilitation and Correction
State of Ohio, The Ohio State University
State of Ohio, Department of Developmental Disabilities
State of Ohio, Department of Mental Health
Lebanon City Schools
Lakota City Schools
Northridge Local Schools
Valley Local Schools

architecture

planning

design

interiors

graphics

management

implementation

restoration

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Pizzuti Companies

RELEVANT PRIOR EMPLOYMENT

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Consulting Engineers, Columbus, Ohio. Interstate Highway Design and Structures/detailer designer.
W. Byron Ireland and Associates
Architects and Planners, Columbus, Ohio. Construction Administrator/designer.
Multicon Communities
Columbus, Ohio. Manager Technical Services & Construction Services Department.
Contract Management Company, Columbus, Ohio
Contract Manager.
Trott and Bean Architects
Columbus, Ohio. Architect Director of Field & Contract Administration and Technical Services.
William H. Trembly & Associates
Columbus, Ohio. Vice President of Development Services/Design & Construction
Archatās, Inc.
Principal and Founder

RELEVANT CLIENTS - LEGAL

Lane Alton & Horst L.L.P., Columbus, Ohio
Adams, Stegner, Woltermann & Dusing, P.L.L.C., Covington, Kentucky
Murray & Murray, Sandusky, Ohio
Roetzel & Andress, Akron, Ohio
Reminger & Reminger, Columbus, Cincinnati, and Cleveland, Ohio
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Gregory W. Happ, Attorney At Law, Medina, Ohio
Subashi & Wildermuth, Dayton, Ohio
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Faulkner, Garmhausen, Keister, & Shenk, Sidney, Ohio



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Attend Harvard University for continuing education class work
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Provide lectures on Building Envelope Design, Construction Administration, Roofing Design, Contract Performance and Moisture Intrusion into the Envelope.

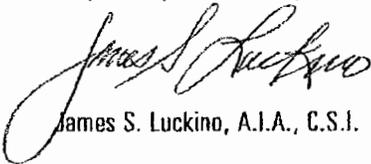
ADDITIONAL INFORMATION

Our expertise in the roofing industry has been recognized as being in the top twenty design professionals. Mr. Luckino was selected by Firestone Building Products Company to be a part of their 2006 and 2012 Consultant Advisory Council.

In order to keep pace with current envelope issues, we are teamed with a nationally recognized Industrial Hygienist working on numerous cases that involve mold and other microbial colonizations that occur within the building envelope. We have evaluated numerous facilities that have mold related issue and have reached successful results for our clients.

For additional information as it may relate to a specific area of practice, please contact our office at the numbers listed.

Respectfully submitted by:



James S. Luckino, A.I.A., C.S.I.

