

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
)
STRUCTURAL WATERPROOFING,)
LLC)
)
Plaintiff,)
vs.)
)
TRIBUNE HOLDINGS, LLC, et al.,)
)
Defendants.)
)
)
)
)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO. 2020-CP-26-04842

AFFIDAVIT OF
JONATHAN BLACK, P.E.

Jonathan Black, being duly sworn, deposes and says:

1. I am over the age of 18 years of age and competent to make this Affidavit.
2. I am an engineer and received my undergraduate degree, a B.S. in Civil Engineering, from the Citadel in 2004.
3. I am employed with MUHLE Consulting, LLC. I provide design engineering and management services for construction projects.
4. I am a licensed engineer in the following states: South Carolina, North Carolina, Kentucky, Indiana, Texas, and Alaska.
5. I was involved in the South Hampton Tower work performed by general contractor Tribune Holdings, LLC (“Tribune Holdings”) and subcontractor Structural Waterproofing, LLC (“Structural Waterproofing”) in 2019 and 2020 (the “Project”).
6. I am the engineer of record for the Project.
7. As the engineer of record, I represented the property owner, the South Hampton Property Owners’ Association, and oversaw the execution of the Project. In part, I coordinated project activities with the general contractor.

8. For the Project, I took field notes in connection with weekly site visits through final completion of the Project.

9. I was on the South Hampton site at least once per week and more frequently toward the end of the Project.

10. The last field report I issued was on May 1, 2020. At that date, all demobilization by Structural Waterproofing was complete with Structural Waterproofing offsite and all clean up completed.

11. My understanding from discussions with Dwight Perkins, President of Structural Waterproofing, and Ginio Volpe, principal of Tribune Holdings, was that line 13 on the attached Continuation Sheet, Exhibit A, was to be at \$87,000 for the following work which included:

Cleaning and stripping rails; 2 men per swing stage and 2 swing stages from October 1, 2019 to May 1, 2020 (2 swing stages were to be supplied by Structural Waterproofing from October 1, 2019 to May 1, 2020)

12. With respect to line 17 on the Continuation Sheet, I instructed Structural Waterproofing Superintendent Jorge Montoya not to coat the deck the first time, but he did it anyway. I wanted to first supply the repair detail before coating the concrete. As a result of Structural Waterproofing coating the concrete prematurely, the coating needed to be removed and redone.

13. On May 4, 2020, I had an in person meeting at the South Hampton conference room with Dwight Perkins, the President of Structural Waterproofing, and Ginio Volpe, principal of Tribune Holdings, LLC.

14. During the May 4, 2020 meeting, we discussed the additions on the attached Continuation Sheet. In connection with Line 13 and the scope of work to be performed by Structural Waterproofing for that line item, Dwight Perkins said \$87,000 was for cleaning and

stripping of rails, and for 2 men to operate 2 swing stages for October 1, 2019 to May 1, 2020, and Structural Waterproofing supplying 2 swing stages for that time period.

15. The additional swing stage charges indicated on the Continuation Sheet, Lines 18, 21, 23, were redundant swing stage charges. In our May 4, 2020 meeting, Dwight Perkins agreed to remove these redundant swing stage charges (Lines 18, 21, and 23) from the billing.

16. I never saw Structural Waterproofing operate the swing stages for another contractor from October 1, 2019 to May 2020.

17. To my knowledge and based on my observations, Structural Waterproofing workers never operated the swing stages for another contractor at any time in the Project

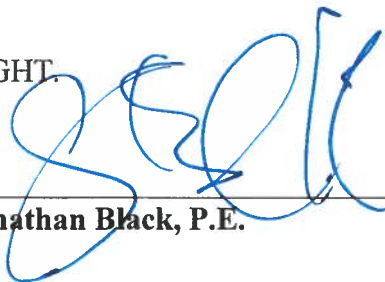
18. I am aware several glass doors were broken by Structural Waterproofing personnel during the Project. These glass doors were required to be replaced.

19. I went up on the South Hampton roof and observed roof punctures in summer of 2020.

20. In my opinion, the swing stages were the cause of the roof punctures.

21. I advised Jorge Montoya of the roof punctures, and I supplied TPO membrane to Jorge Montoya to repair the punctures. However, the repairs were not made by Jorge Montoya or Structural Waterproofing.

FURTHER AFFIANT SAYETH NAUGHT.



Jonathan Black, P.E.

SWORN to before me this 8th day of December, 2020.



Notary Public for the State of South Carolina
My Commission Expires: May 4, 2027.