

Antigua Condominium Association

Minutes of the Meeting of the Board of Directors

(Executive Session)

November 4, 2025, 2025

The meeting of the Board of Directors of the Antigua Condominium Association, in Executive Session, was called to order by Randy Ditch, president, on Tuesday, November 4, 2025, at 7:30 p.m. The meeting was held via conference call. The following directors were present: Randy Ditch, Mike Falkner, Mike Keenan, Robert Mayer, Bonnie Medford, Sheri Miller and Ellen Schweiger. There are two vacancies on the board. A quorum was present.

The executive session was held to consider a legal and a contract matter. Md. Condominium Act §§11-109.1(a)(3), (4) and (6).

Randy reported on the Progress Meeting held on Thursday, October 30, 2025. Kirk Parson, the condominium's engineer, and Ev-Air were present. Robert and Randy attended.

Tristan Keen who is in charge of the coating project for Ev-Air raised the matter of the additional time that will be needed to remove the existing coating to the bare concrete on the eight residential sides of the building. He estimates that it will require about 1300 additional man-hours of work over an additional seven days to remove the coating to the bare concrete. The spring work was on the west wall and went, according to Tristan, as expected. However, this fall the residential walls are much more difficult and require additional time to remove the existing coating. They expected to remove most of the existing coating with a power chisel tool. They are finding that they need to grind the coating off as well. In addition to the extra time, they are also using a lot more grinding blades. They are a specialty product and are expensive. The additional cost requested is \$241,928.08.

Kirk replied to Tristan at the meeting that one of the three prospective bidders requested the opportunity to test grind a panel. The Antigua agreed and all three were given the opportunity to do a test grind. Ev-Air decided not to do a test grind. In the fall of 2023, Ev-Air contracted to fix water leaks into several units. The existing coating on half of a panel for three units was removed to the bare concrete, cracks and concrete repaired, a new parge coating applied and the area painted with silicone paint. This is the same work that is in this contract.

Kirk said that the additional work is not a change in the scope of the contracted work. The work is just taking longer. He used an analogy of a painter agreeing to paint a room for a fixed amount and when he takes longer than he had anticipated, asks for additional compensation. The contract for the painting was a fixed-price contract, not one based on time

expended. The same is true with the Ev-Air contract. It was for specific work. There were no allowances for additional time or materials used to complete the job.

Kirk's opinion is that the condominium is not responsible for this additional expense.

The amount requested is not within the budget for the project and it would be necessary to go to the 104 owners for approval of an additional special assessment.

The matter was discussed by the board members. We do not know why Ev-Air did not participate in the offered test grinding. The labor rate is \$110 and hour, not the \$120 stated in Tristan Keen's email. The additional work will add about seven days to the project. The removal of the existing coating is more time consuming than applying the new parge coat and painting it. No one seems to know why the removal of the existing coating on the residential walls is more difficult than on the west walls. It was asked whether Ev-Air would have given the condominium a refund if the coating removal had gone more quickly than anticipated.

The question was raised as to what could happen if we do not agree to pay an additional amount for the work. Kirk described the process. A change order is sent to Kirk who reviews it. He indicates that he would reject it. His decision is not binding and Ev-Air could then ask that it go to mediation. If mediation is unsuccessful, the matter would go to litigation. Neither Kirk's review nor mediation are binding on the parties. Robert expected that each party would pay its own costs of mediation. He did not know if the contract provided that the prevailing party would recover its costs from the other. Ev-Air was on site working today.

Randy asked if the board wanted to seek legal advice because of the significant amount involved and the potential for litigation. At the conclusion of the discussion, Randy moved and both Ellen and Mike Keenan seconded that we seek the advice of Jim Almand, the condominium's attorney. The motion passed with six directors voting in favor and one opposed. The directors voting in favor were Randy Ditch, Mike Falkner, Mike Keenan, Robert Mayer, Sheri Miller and Ellen Schweiger. Bonnie Medford voted against the motion.

Robert moved and Ellen seconded that Ev-Air's request for a change order be rejected subject to the advice of Jim Almand; and if there is additional information or advice from him, that the matter be reconsidered. The motion passed with all seven director voting in favor. The directors voting in favor were Randy Ditch, Mike Falkner, Mike Keenan, Robert Mayer, Bonnie Medford, Sheri Miller and Ellen Schweiger.

The board discussed whether the matter should be kept confidential until the board has further direction. The sentiment was to keep the matter confidential until we have heard from Jim Almand.

Adjournment

At the conclusion of the executive session, Robert moved and Sheri seconded that the meeting be adjourned. The motion was passed on a voice vote without objection. The meeting

was adjourned at 8:15 p.m.

Respectfully submitted,

/s/ Robert Mayer
Robert Mayer
Secretary