

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 126 of 2019

BETWEEN:

CAYMAN CONTEMPORARY CONSTRUCTION LTD.

Plaintiff



-and-

MR TOBIN PRIOR

PLAINT



Defendant

TO THE DEFENDANT:

TOBIN PRIOR OF 118 Crystal Drive, P.O. Box 31686, Grand Cayman, KY1-1207

**THIS PLAINT** has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

**Within fourteen (14) days** after service of this **Plaint** on you, counting the day of services, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

**If you fail** to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice on you.

**Issued** this 5<sup>th</sup> day of June 2019.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.

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## PARTICULARS OF CLAIM

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1. The Plaintiff is Cayman Contemporary Construction Ltd, 48 Paradise Close, PO Box 10940, Grand Cayman, KY1-1007, a Cayman Islands ordinary resident company.
2. The Defendant is Mr. Tobin Prior at 118 Crystal Drive, PO Box 31686, Grand Cayman, KY1-1207.
3. The Defendant entered into a contract with the Plaintiff on **3 April 2018** (the “**Contract**”) to build an extension to the Defendant’s home (the “**Home Extension**”).
4. The Defendant made partial payment to the Plaintiff pursuant to the Contract but he withheld \$16,500.00 CI (the “**Amount Due**”) in purported exercise of Article 3.2 of the Contract (See **Exhibit A**) which states:

*“The Contractor shall commence construction at the signing of this contract and should achieve Substantial Completion of the entire work not later than the 11th of September 2018. Not subject to adjustments. After this date contractor will incur liquidated damages to the cost: \$250 per business day”.*
5. The Plaintiff is not in breach of Article 3.2 of the Contract and is not the cause of delay under the Contract for these reasons:
  - a. each of the Plaintiff’s obligations was executed promptly upon receipt of the materials ordered and instructions;

- b. materials to construct certain elements of the Home Extension could not be ordered by the Plaintiff until the Defendant made selections as to materials, but the Defendant delayed in making such selections, and also changed numerous selections multiple times, causing extensive delay.
  - c. the Contract is not written so as to permit the Defendant to be both the cause of the delay and the beneficiary of the liquidated damages clause with respect to the delay.
6. There were three significant tasks in this project which took an inordinate amount of time to complete due to the Defendant's delay, being:
- a. plumbing fixtures and bathtub materials,
  - b. roofing materials, and
  - c. door hardware.

### **Plumbing Fixtures and Bathtub Materials**

7. At the time the Contract was signed, the bid specifications were incomplete because the Defendant or his architect had not made final decisions as to the types of plumbing fixtures to use for the Home Extension. This, in turn, held up the ordering of supplies by the Plaintiff and the installation of the fixtures;
8. To keep the project moving forward, the Plaintiff (on 9 April 2018) began making enquiries by email to the architect and the supplier of goods with respect to the as-yet undetermined materials list. The Plaintiff hoped to spur on the decision-making process with respect to the exact plumbing fixtures to be installed. Prompt procurement of materials is crucial in smaller projects because they carry shorter time frames for completion.

9. The Plaintiff, the architect and the supplier worked together to produce a complete plumbing fixtures list on behalf of the Defendant. This was sent to the Defendant for review. The Defendant elected not to approve it, but finally agreed on a plumbing fixtures list by 10 May 2018. See **Exhibit B**: plumbing fixtures submission.
10. The actual delivery of the plumbing fixtures, however, could not be made by the supplier until 12 September 2018.
11. Furthermore, the custom-made bathtub was extremely late in its completion, and was not scheduled to arrive until the week of 24 September 2018. See **Exhibit C**.
12. The custom-made bathtub finally arrived on the Island on 22 October, one month later than planned. This was almost 6 weeks later than the date given by the supplier, which was not the fault of the Plaintiff.
13. Clearly, the contracted completion date of 11 September 2018 could not have been met by the Plaintiff (through no fault of its own).
14. The Plaintiff then projected a new completion date of 31 October 2018, which was based on communications from the materials suppliers in the USA.
15. In summary, the Defendant alleges the right to withhold monies from the Plaintiff for the reason of delay by the Plaintiff, but as explained above, none of the delays resulted from actions or inactions of the Plaintiff.

### **Roofing Material**

16. Significant delays were also caused due to the procurement of roofing materials as instructed by the Defendant with respect to choice of colour. After the new

roofing material had been applied, the Defendant decided not to accept it, and instructed a different colour of roofing material to be purchased and applied. This delay was not the cause of the Plaintiff.

17. Given that it is difficult if not impossible to match the colour of roofing material on an older home to the colour of roofing material on a new extension of such home, it was agreed between the Plaintiff, the Defendant, the architect, and the roofing subtrader, Tyson Construction Company Ltd. (“Tyson”) that the costs of the second colour of roofing material would be split evenly amongst all four parties (except that Tyson ultimately reneged on the arrangement), despite that the colour selection was made by the Defendant, and the subsequent decision not to accept that colour was also made by the Defendant. This was a goodwill gesture on the part of the Plaintiff and the architect.
18. The second order of roofing material was purchased immediately and was released by Hyde Shipping on approximately 16 October 2018. It arrived on the project site approximately 22 October 2018. (See **Exhibit D**: order).
19. The Plaintiff then hired Smith Construction to finish the roofing work at a price of CI \$11,304.00.
20. After installing the second order of roofing material there was still approximately 200 square feet of roof area left to be covered due to the roofing subtrade’s miscalculations. These materials cost US \$4,029 plus shipping and duty for a total of CI \$4,569. (See **Exhibit E**).
21. The actual cost of the roofing materials was CI \$21,666 (less CI \$1,181.00 the Defendant agreed to pay) for a total of CI \$20,485.00. Under the Contract, the roofing portion of the project was intended to cost only CI \$5,670.00. The Plaintiff did not, and has not to date, submitted a change order to the Defendant

for further monies, and the Plaintiff is therefore out of pocket for the difference, being CI \$14,815.00.

22. In summary, the selection of the wrong colour of roofing material cost the Plaintiff CI \$14,815 more than it should have, due to the Defendant selecting a colour that he later wished to change and did change. In addition to the fiscal cost to the Plaintiff, the roofing material issues caused delays, none of which were the fault of the Plaintiff.

### **Door Hardware**

23. The first order of door hardware selected by the Defendant was released by Hyde Shipping on 16 October 2018 and arrived on the project site approximately 4 days later. (See **Exhibit F**)
24. The second order of door hardware was released by Hyde Shipping on 20 November 2018 and arrived on the project site approximately 4 days later.
25. The second order of door hardware was necessary because the first specification of door hardware (chosen by the Defendant or his architect) would not work with the internal metal frame that was lodged within the door itself. This caused additional delays which are not attributable to the Plaintiff. (See **Exhibit G: Bill of Lading**). The Defendant agreed to pay for the second order of door hardware. (See **Exhibit H: change order**).
26. By this time, the amended completion date of 31 October 2018 had also passed, without being met, through no fault or delay of the Plaintiff.

## Conclusion

27. The Plaintiff achieved substantial completion within two days after the delivery of the third order of roofing material, being 26 November 2018. (See **Exhibit I**: email from Smith Construction).
28. Throughout the project, work had to be halted due to the changing decisions of the Defendant. The contractual completion date of this project was therefore unilaterally amended by the actions of the Defendant in his repeated rejections of plumbing fixtures and roofing materials which he himself selected. The delays which the Defendant claims were the fault of the Plaintiff were in fact the fault of the Defendant himself.
29. The Plaintiff respectfully submits that the **Amount Due** ought rightfully to be paid to the Plaintiff by the Defendant, and the Defendant has no right to withhold such amount.
30. Further, the Plaintiff seeks interest pursuant to Section 34 of The Judicature Law on all sums found to be due to the Plaintiff from the Defendant at a rate of 7¼% per annum.
31. AND the Plaintiff Claims:
32. The sum of CI \$16,500.00.
33. Interest pursuant to section 34 of the Judicature Law or other Law as deemed appropriate.
34. Costs to be assessed. \_\_\_\_\_

This Plaint was issued by Cayman Contemporary Construction Ltd, PO Box 10940, Grand Cayman, KY1-1007, Cayman Islands

## Conclusion

27. The Plaintiff achieved substantial completion within two days after the delivery of the third order of roofing material, being 26 November 2018. (See **Exhibit 1**: email from Smith Construction).
28. Throughout the project, work had to be halted due to the changing decisions of the Defendant. The contractual completion date of this project was therefore unilaterally amended by the actions of the Defendant in his repeated rejections of plumbing fixtures and roofing materials which he himself selected. The delays which the Defendant claims were the fault of the Plaintiff were in fact the fault of the Defendant himself.
29. The Plaintiff respectfully submits that the **Amount Due** ought rightfully to be paid to the Plaintiff by the Defendant, and the Defendant has no right to withhold such amount.
30. Further, the Plaintiff seeks interest pursuant to Section 34 of The Judicature Law on all sums found to be due to the Plaintiff from the Defendant at a rate of 7V4% per annum.

AND the Plaintiff Claims:

31. The sum of CI \$16,500.00.
32. Interest pursuant to section 34 of the Judicature Law or other Law as deemed appropriate.
33. Costs to be assessed.

R. Cummings  
ROBERT CUMMINGS  
9160296

This Plaint was issued by Cayman Contemporary Construction Ltd, PO Box 10940,  
Grand Cayman, KY 1-1007, Cayman Islands

EXHIBIT A



**Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a Stipulated Sum  
AIA Document A101 - Electronic Format**

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THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1962, 1967, 1974, 1977, copyright 1987 the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C., 20006-5292. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

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**AGREEMENT**

Made as of the day of 3<sup>rd</sup> of April in the year of Two Thousand and Eighteen

**BETWEEN** the Owner: Tobin Prior  
118 Crystal Drive  
PO Box 31686 KY1-1207  
Grand Cayman

And the Contractor: Cayman Contemporary Construction  
#48 Paradise Close, Red Bay  
PO Box 10940 KY1-1007  
Grand Cayman

The Project is: Prior residence Expansion  
118 Crystal Drive  
Grand Cayman  
Block 17A 74

The Architect is: Arco Architectural Services Ltd.  
207 Sparky's Drive  
PO box 31686  
Grand Cayman KY1-1207

The Owner and Contractor agree as set forth below.

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Electronic Format A101-1987

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EXHIBIT A

ARTICLE 1  
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2  
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall commence construction at the signing of this contract and should achieve Substantial Completion of the entire Work not later than the 11<sup>th</sup> of September 2018.  
*Not subject to adjustments. After this date contractor will incur in liquidated damages to the cost: \$250 per business day.*

ARTICLE 4  
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Dollars *Cl \$ 254,439 (Two Hundred and Fifty Four Thousand Dollars Four hundred and Thirty Nine Dollars)*, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: No alternates.

ARTICLE 5  
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the

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# EXHIBIT A

Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be mobilization payment for 20% to enable procurement of materials, monthly payments as per 5.3 until construction substantial completion, retention at the moment of achieving substantial completion as per 5.7.1

5.3 Provided an Application for Payment is received by the Architect not later than the 28<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the *tenth* day of the *following* month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 14 days after the Architect receives/certifies the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

*Applications for payments should be completed as per AIA format*

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of *ten percent to a maximum of 5% percent (10% to a max of 5%)*. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (*10 % to a maximum of 5%* );

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to *ninety seven and one half percent ( 97.5%)* of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:  
As per 5.6.1 and 5.6.2

## ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect, such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, and as follows: *At the end of both 6 months defects liability period after*

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# EXHIBIT A

substantial completion AND making good of all defects.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*Cayman Islands bank prime rate.*

7.3 Other provisions: Approved subcontractors as follows:

## ARTICLE 8 TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*As per list on 9.1.5 and 9.1.6*

9.1.1 The Agreement is this executed Standard Form of Agreement between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition. *And modifications to general conditions to localize them in the Cayman Islands.*

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages
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9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

*As noted in Construction documents as per 9.1.5*

Document	Title	Pages
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9.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

Number	Date	Pages
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Refer to exhibit A for list of drawings.

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
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# EXHIBIT A

No addenda.


Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

1. Refer to contract index part of this contract.

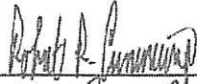
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

  
\_\_\_\_\_  
(Signature)  
TOBIN B.C. KWEI  
(Printed name and title)  
OWNER

4/17/2018

CONTRACTOR

  
\_\_\_\_\_  
(Signature)  
ROBERT R. CUMMINGS  
(Printed name and title)  
CHAMAN CONTEMPORARY CONSTRUCTION LTD

4/17/2018

# EXHIBIT A

## SCHEDULE OF VALUES

### House addition

SUPERSTRUCTURE	Cost C/\$	Notes
Piling	6,970	
Grade beams	4,582	
Fill, vapor barrier and termites treatment	4,550	
Ground floor slab	7,875	
R.C. columns and beams	2,253	
CMU block walls	9,600	
External plaster	3,080	
External pads and exterior structures	1,650	
Trusses	8,565	
Internal plaster	Included Below	
Windows and exterior doors	18,528	
<b>SUBTOTAL</b>	<b>67,653</b>	
<b>FIT OUT</b>		
Roof assembly	4,561	
Roof insulation	2,781	
Exterior finishes on walls and soffits	10,203	
Skim coat and interior painting	5,292	
Roofing and Flashings	8,837	
Sheetrock Ceilings	2,870	
Wall tile finishes	1,205	
Living room millwork shelving modification, pivoting door and hardware	1,500	
Floor finishes	7,350	
Interior painting	Included Above	
Baseboards	1,728	
Vanity and laundry cabinetry and mirror	3,800	
Washroom accessories and pull handles	500	
Decorative wood tops	2,100	
Gas rough in , fixtures and water heaters	2,000	
Plumbing Rough in and plumbing fixtures	12,300	
Mechanical rough in and units and grills	8,750	
Electrical rough in, wiring and face plates	11,568	
Light fixtures, fans, exhaust, hatches and smoke detectors	3,018	
Glass wall, glass door and hardware	9,075	
Laundry Quartz (Caesar stone) counter top	2,500	
Appliances	2,850	
Pool pump relocation	900	
Irrigation control relocation	900	

# EXHIBIT A

Site clean up		3,726	
Preliminaries and general conditions		31,808	
Profit		42,000	
	TOTAL	251,775	
+ Home Gas	WH	2,135	
	GT	529	
	TOTAL	254,439	✓

# EXHIBIT A

1. Having carefully examined the contract documents Issues by Arco Architecture Services as per the drawing list for construction of Prior Residence addition, Grand Cayman, Cayman Islands.
2. Also having examined the site and conditions affecting the work, the undersigned proposes to furnish all plant, labour and materials and perform all work, required in accordance with the said documents and any addenda thereto for the consideration of the following Fixed Price

(Words) Cayman Islands Dollars

TWO HUNDRED & FIFTY ONE THOUSAND SEVEN HUNDRED & SEVENTY FIVE DOLLARS

(Figures) C\$

251,775.00

The maximum Contract Period shall be 4 months.

The Owner reserves the right to reject any or lowest bids.

Company Name *AMMUN CONTEMPORARY CONSTRUCTION LTD.*

Address *P.O. Box 10940, KY1-1001*

Business License #: *33233*

Signature: *Robert R. Cummings*

Name (Printed) *ROBERT R. CUMMINGS*

Title *MANAGING DIRECTOR*

Date *22 MARCH 2018*

This Bid Form shall only be signed by a Principal of the Company who is authorized to enter into Contracts on the Company's behalf.

# EXHIBIT A

set out in 1 above.

Addendum #

Date

NIL

3. The undersigned confirms the following figures have been included for the Work of the principle subcontractors within the Fixed Price and contract period noted in 1 above.  
  
The undersigned agrees that the figures for sub trades listed below may be used by the Owner in omitting the work of these trades from the Fixed Price if it is in his interests to do so.
4. If he is notified of the acceptance of this proposal within 4 weeks of the time set for the opening of the bids the undersigned agrees to execute a contract for the above work for the above stated compensation in the form of an Agreement with the Owner.
5. The Attached schedule of values is for breakdown and comparison purposes only and the sum stated includes for all aspects of the work unless otherwise qualified.

EXHIBIT 'B'

# SUBMITTAL

## PRIOR RESIDENCE

5/9/2018

Customer:  
CAYMAN CONTEMPORARY CONSTRUCTION

Submitted By:  
Ferguson - International Group  
9439B W Commercial Blvd  
Tamarac, FL 33351  
Phone: (954) 597-3150

 **FERGUSON**<sup>®</sup>

*Nobody expects more from us than we do*<sup>®</sup>

Quote # B211348

Prior-Tub

EXHIBIT '1' C

Sunday, September 16, 2018 at 10:26:43 AM Eastern Standard Time

**Subject:** RE: Prior-Plumbing Fixtures 0076029-1  
**Date:** Thursday, 6 September 2018 at 3:03:44 PM Eastern Standard Time  
**From:** Diana.Adrianzen@Ferguson.com  
**To:** cummings1@candw.ky

Hi Robert,

I apologize for the delay on this.

Partial material will be at your freight forwarder Wednesday 09/12/18

As previously advised all of the items have arrived except Vero Air bathtub it is still showing the week of 24th of September so once it arrives we will ship the tub to you.

I apologize for the inconvenient.

Best regards

Diana Adrianzen  
Inside Sales Representative II

Ferguson | International Division  
9439B West Commercial Blvd. Tamarac, Florida 33351  
T: (954) 597-3151 F: (954) 597-9890  
E: [diana.adrianzen@ferguson.com](mailto:diana.adrianzen@ferguson.com)

[www.ferguson.com](http://www.ferguson.com)

**From:** Robert Cummings [mailto:cummings1@candw.ky]  
**Sent:** Tuesday, September 04, 2018 10:09 AM  
**To:** Adrianzen, Diana [Ferguson] - 1205 International <Diana.Adrianzen@Ferguson.com>  
**Subject:** [EXT] Prior-Plumbing Fixtures

Diana,

Good Morning.

Order #0076029-1 can you please advise if this is being delivered to Hydes Shipping today?

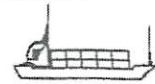
Thank you,

Robert R. Cummings  
Cayman Contemporary Construction Ltd.  
345-916-0296  
[www.caymancontemporaryconstruction.ky](http://www.caymancontemporaryconstruction.ky)

**HYBUR LTD.**

**INTERNATIONAL BILL OF LADING**

NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"



Shipper 99457-1  
CAYMAN CONTEMPORARY  
3740 WEST 104TH STREET SUITE 1  
HIALEAH, FL 33018 USA

*EXHIBIT*

Booking Number: Job Number Bill of Lading Number October 15, 2018  
00718133-02 **PEVGCM71068**

Export Ref.

Forwarder Agent

Consignee 99457-1 A/R: 622055  
CAYMAN CONTEMPORARY  
P.O. BOX 10840  
GRAND CAYMAN KY-1-1007 CAYMAN ISLANDS.  
Phone: 245-915-0295

Export References F.M.C No. N/A  
N/A

Routing Instructions and also Notify

Incoterms: DAP  
SHARE AS CONSIGNEE

RECEIVED, subject to the classification, tariffs and clauses in effect on the date of the issue of the Bill of Lading.

Vessel / Voyage VANQUISH / 0955B	Place of Receipt	Point and Country of Origin PORT EVERGLADES, FLA
Port of Loading PORT EVERGLADES, FLA	Port of Discharge GEORGE TOWN, GRAND CAYMAN	Place of Delivery

**PARTICULARS FURNISHED BY SHIPPER OF GOODS (but not acknowledged by the carrier)**

Marks & Numbers	No. of	HM	Description of Packages and	Measurements	Gross Weight
D/R # 1079673 ✓	1 SK		ABC SUPPLY CO. INC 2725 SW 32ND TER PEMBROKE PARK FL. 33023 BUILDING SUPPLIES INVOICE: 73907658 V/C 40HC(1) -- SK Seal: 960950	25.000 CF 0.708 M3	886.000 LB 401.887 KG
TCNU-737394-8 D/R COMMENTS: CLEAR SHRINK WRAPPED PALLET BANDED CARGO					
D/R # 1071746 ✓	1 EN		AMAZON.COM ONLINE ORDERS CAMPBELLSVILLE KY. 42718 ELECTRONICS SUPPLIES ORD 113-1660691-8285018 V/C 40HC(1) -- EN Seal: 960947	0.100 CF 0.003 M3	1.000 LB 0.454 KG
TGHU-915449-4 D/R COMMENTS:   NO DOCS ON OUTSIDE OF PACKAGE.					
			B4 LUMBER		

*PLEASE READ MARKING  
2ND ORDER  
CORRECT COLOR*

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

DECLARE VALUE FOR CUSTOM PURPOSES ONLY \$ 27,058.49

\* Carrier's \$500.00 Limitation of Liability per package as per clause #17 on the reverse side shall apply unless Shipper selects Option (A) or (B) below.

A) Ad Valorem - If Shipper declares a value in the space provided, Carrier's \$500.00 Limitation of Liability per package will not apply and Carrier will change the Ad Valorem Rate

Declare Value \$ \_\_\_\_\_

B) Insurance Coverage - If Shipper requests Shipper's Interest Cargo and cargo is insurable, Carrier will accept the applicable rate from the tariff and Carrier's \$500.00 Limitation of Liability per package will not apply

( ) Yes ( ) No Insured Value \$ \_\_\_\_\_

Received by the carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated in the box above entitled "No. OF PKGS" for Carriage subject to all the terms and conditions hereof (INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or place of Delivery, whichever is applicable. One origin Bill of Lading, duly endorsed, must be surrendered in exchange for the goods. In accepting this Bill of Lading Merchant expressly accepts and agrees to all its terms and conditions whether printed, stamped or written or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant. IN WITNESS WHEREOF 3 original Bill of Lading (unless otherwise stated above) have been signed one of which \_\_\_\_\_

For the Master *al m...* Printed on 10/15/2018 @ 15:50

**B/L CONTINUES ON NEXT PAGE**

**RATING ON LAST PAGE**

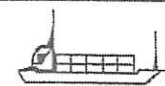


EXHIBIT ~~27~~ F

**HYBUR LTD.**

INTERNATIONAL BILL OF LADING

NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"



Shipper 99457-1 CAYMAN CONTEMPORARY 3740 WEST 104TH STREET SUITE 1 HIALEAH, FL. 33018 USA.	Booking Number: Job Number 00718133-02	Bill of Lading Number PEVGCM71068	October 15, 2018
Consignee 99457-0 CAYMAN CONTEMPORARY P.O. BOX 10640 GRAND CAYMAN, KY1-1007 CAYMAN ISLANDS. Phone: 345-916-0296	Export Ref.	Forwarder Agent	
Party SAME AS CONSIGNEE	Export References N/A	F.M.C No. N/A	
	ROUTING INSTRUCTIONS AND ALSO NOTIFY		
RECEIVED, subject to the classification, tariffs and clauses in effect on the date of the issue of the Bill of Lading.			

Vessel / Voyage VANQUISH / 095SB	Place of Receipt	Point and Country of Origin PORT EVERGLADES, FLA
Port of Loading PORT EVERGLADES, FLA	Port of Discharge GEORGE TOWN, GRAND CAYMAN	Place of Delivery

**PARTICULARS FURNISHED BY SHIPPER OF GOODS (but not acknowledged by the carrier)**

Marks & Numbers	No. of	HM	Description of Packages and	Measurements	Gross Weight
TGHU-915449-4 D/R COMMENTS: ! NO DOCS ON OUTSIDE OF PACKAGE.			ORD 113-8795736-4302667 V/C 40HC(1) -- EN Seal: 960947	0.007 M3	0.907 KG
D/R # 1070637 ✓	1 PK		FOREVER 21 INC. ON-LINE ORDERS LOS ANGELES CA. 90058 WEARING APPAREL ORDER: 473447	0.200 CF 0.006 M3	3.000 LB 1.361 KG
TGHU-915449-4 D/R COMMENTS: ! NO DOCS (see Picture)			V/C 40HC(1) -- PK Seal: 960947		
D/R # 1072657 ✓	1 CN		US HOMEWARE INC 2095 N ANDREWS AVE POMPANO BEACH FL. 33069 BUILDING SUPPLIES ORD 131287	0.150 CF 0.004 M3	2.000 LB 0.907 KG
FCIU-857416-0			V/C 40HC(1) -- CN Seal: 959601		

*Per Door Inspection  
Order #1  
Per Client Selection*

These terms are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be re-exported, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

DECLARE VALUE FOR CUSTOM PURPOSES ONLY \$	27,058.49
<small>* Carrier's \$500.00 Limitation of Liability per package as per clause #17 on the reverse side shall apply unless Shipper selects Option (A) or (B) below.</small>	
<small>A) Ad Valorem - If Shipper declares a value in the space provided, Carrier's \$500.00 Limitation of Liability per package will not apply and Carrier will change the Ad Valorem Rate</small>	
Declare Value \$ _____	
<small>B) Insurance Coverage - If Shipper requests Shipper's Interest Cargo and cargo is insurable, Carrier will accept the applicable rate from the tariff and Carrier's \$500.00 Limitation of Liability per package will not apply</small>	
( ) Yes ( ) No Insured Value \$ _____	

**B/L CONTINUES ON NEXT PAGE**

**RATING ON LAST PAGE**

Received by the carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated in the box above entitled "No. OF PKGS" for Carriage subject to all the terms and conditions hereof (INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or place of Delivery, whichever is applicable. One origin Bill of Lading, duly endorsed, must be surrendered in exchange for the goods. In accepting this Bill of Lading Merchant expressly accepts and agrees to all its terms and conditions whether printed, stamped or written or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant.

IN WITNESS WHEREOF 3 original Bill of Lading (unless otherwise stated above) have been signed one of which

For the Master *[Signature]* Printed on 10/15/2018 @ 15:50



EXHIBIT 22 H

# AIA® Document G701™ – 2017

## Change Order

<b>PROJECT:</b> (name and address) Prior Residence Expansion 118 Crystal Drive	<b>CONTRACT INFORMATION:</b> Contract For: Prior Residence Expansion Date: November 1st, 2018	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 087 3 Date: November 1st, 2018
<b>OWNER:</b> (name and address) Mr. Tobin Prior P.O. Box 31686 Grand Cayman, KY1-1267	<b>ARCHITECT:</b> (name and address) Arco Architectural Services Ltd P.O. Box 30612 Grand Cayman, KY1-1205	<b>CONTRACTOR:</b> (name and address) Cayman Contemporary Construction P.O. Box 10940 Grand Cayman, KY1-1007

THE CONTRACT IS CHANGED AS FOLLOWS:  
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional door hardware for entrance door to bedroom. Price: \$142CF

The original (Contract Sum) (Guaranteed Max)	\$ 254,439.00
The net change by previously authorized Change Orders	\$ 1,569.00
The (Contract Sum) (Guaranteed Max) prior to this Change Order was	\$ 256,008.00
The (Contract Sum) (Guaranteed Max) will be (increased) (by this Change Order in the amount of	\$ 142.00
The new (Contract Sum) (Guaranteed Max) including this Change Order, will be	\$ 256,150.00
The Contract Time will be (increased) (by _____ (Zero) days.	
The new date of Substantial Completion will be No Change	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arco Architectural Services Ltd ARCHITECT (Firm name)	Cayman Contemporary Construction CONTRACTOR (Firm name)	Mr. Tobin Prior OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
Mr. Eduardo Bernal-Owner PRINTED NAME AND TITLE	Robert R. Cummings-Owner PRINTED NAME AND TITLE	Mr. Tobin Prior-Owner PRINTED NAME AND TITLE
DATE	DATE 1/11/18	DATE 2/11/2018

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Roof Completion

EXHIBIT ~~1~~ I

Monday, December 10, 2018 at 1:52:18 PM Eastern Standard Time

**Subject:** Re: Prior-Roofing  
**Date:** Tuesday, 27 November 2018 at 11:57:50 AM Eastern Standard Time  
**From:** Michele Smith  
**To:** Robert Cummings  
**CC:** Riaan De Jager  
**Attachments:** Invoice 1857 PART PAID (as at 7 Nov 2018 Hold 10%) Robert Cummings Standing Seam Crystal Drive 20181015.pdf

Dear Robert

Thank you for your email.

Yes, I confirm that the job was completed yesterday.

Attached is a copy of your invoice (#1857) which shows a reduced balance of \$651.77 after you made the following 2 payments:-

\$4,786.50 on 15 October 2018 via BOB Online Transfer (BOB Reference #1001F11182882879),  
\$5,865.93 on 7 November 2018 via BOB Online Transfer (BOB Reference #1001F11183110580).

Please give me a call (Joanne on 916-0986) if you wish for me to pick-up final payment. Otherwise, if it is more convenient for you to pay again via online transfer, our bank account information is as follows:-

Bank Name:- Bank of Butterfield (Cayman) Ltd  
Account Name:- Smith's Construction Ltd  
Account Type:- CI Chequing  
Account Number:- 02101031946

If you have any questions, or I can assist you in any way further, please feel free to let me know. Thank you and it was a pleasure to serve you.

Kindest regards

Joanne (916-0986)  
and  
Michele Smith (Mr)  
Smith's Construction Ltd  
916-0584 (cell)  
[smithcon@candw.ky](mailto:smithcon@candw.ky) (email)

On November 27, 2018 at 7:56 AM Robert Cummings <cummings1@candw.ky> wrote:

Michele,

Good Morning.

Can you please confirm if you have completed the roofing at the Prior Residence.

Thank you,

IN THE SUMMARY COURT AT GEORGE TOWN CAUSE NO. SC OF 2019

BETWEEN:

CAYMAN CONTEMPORARY CONSTRUCTION LTD.

Plaintiff

-and-

MR. TOBIN PRIOR

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address-

Mr. Tobin Prior
118 Crystal Drive
P.O. Box 31686,
Grand Cayman
KY1-1207

2. State whether the Defendant intends to contest the action.

Yes checkbox

Yes

No checkbox

No

3. If you do not intend to contest the action, do you want time ion which to pay the claim?

Yes checkbox

Yes

No checkbox

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defense overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this \_\_\_ day of \_\_\_, 2019

Please see overleaf

**PARTICULARS OF DEFENCE**

---

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

---

Defendant's Signature

**REMINDER** – This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.