

## RESOLUTION NO. 14-1211

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RATIFYING A SETTLEMENT AGREEMENT REGARDING YOUTH CLUB CENTER AT EAST PARK BETWEEN THE TOWN OF MIAMI LAKES, BANKERS INSURANCE COMPANY, AND COLONIAL WINDOWS CORPORATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE AND IMPLEMENT THE SETTLEMENT AGREEMENT SUBJECT TO APPROVAL OF THE TOWN ATTORNEY AS TO FORM AND LEGALITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (hereinafter “the Town”) published an Invitation to Bid for the labor, services and equipment necessary for construction of the Project commonly known as the Youth Club Center at East Park located at 6075 Miami Lakes Drive, in Miami Lakes, Florida (hereinafter “the Project”); and

**WHEREAS**, JB Builders and Contractors, Inc. d/b/a Ballarena Construction (hereinafter “Ballarena”) submitted its bid to the Town on or about September 28, 2012, and was found by the Town to be the lowest responsive and responsible bidder, and

**WHEREAS** on October 11, 2012, the Town Council awarded the Construction Contract for Project at issue to Ballarena, subject to its submittal of the required insurance and performance/payment bonds; and

**WHEREAS**, as required by Florida law and under the terms of the Invitation to Bid and the original contract, Ballarena as Principal and the Surety, Bankers Insurance Company (hereinafter “Bankers”), made, executed and delivered to the Town their performance bond pursuant to Florida Statute 255.05 in the penal sum of the principals contract price of \$1,031,269.48 with the Town, and

**WHEREAS**, Ballarena entered into a construction contract with the Town for the Project at issue; and

**WHEREAS**, on March, 2013, the Town notified Bankers that Ballarena was in default, and on October, 2013 the Town notified Bankers that it had terminated its contract with Ballarena for cause, and

**WHEREAS**, in order to timely resolve this default and fulfill its commitments under the Payment and Performance Bond, Bankers engaged the professional engineering and construction consulting firm of Forcon International Corporation to evaluate the Project, prepare bidding documents for completion of the Project and along with representatives of the Town assess the costs associated with completion of the Project; and

**WHEREAS**, after careful investigation by the Town, Bankers, and Colonial Windows Corporation, (collectively referred to as “the Parties”), it is the desire of the Parties to memorialize an agreement and amicably resolve all disputes, claims, actions, controversies, demands and/or damages of any kind whether in law or in equity between and among them under the terms and conditions set forth in the document attached hereto as Exhibit A titled “Settlement Agreement Between the Obligee Town of Miami Lakes, the Surety Bankers Insurance Company and its Principal J.B. Builders and Contractors, Inc. d/b/a Ballarena Construction and Colonial Windows Corporation, as Claimant” (hereinafter “Settlement Agreement”); and

**WHEREAS**, the Town Council of the Town of Miami Lakes, Florida finds that settlement is in the best interest of the Town of Miami Lakes;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Ratification of Settlement.** The Settlement Agreement attached hereto as Exhibit A is ratified.

**Section 3. Authorization of Town Officials.** The Town Manager is authorized to accept and execute the Settlement Agreement attached hereto as Exhibit “A” and any other document concerning this matter on behalf of the Town, subject to the approval of the Town Attorney as to form and legality. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Settlement Agreement.

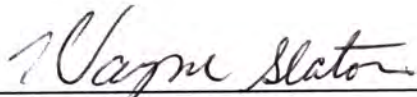
**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this 8<sup>th</sup> day of May, 2014.

The foregoing resolution was offered by Frank Mingo who moved its adoption. The motion was seconded by Tony Lama and upon being put to a vote, the vote was as follows:

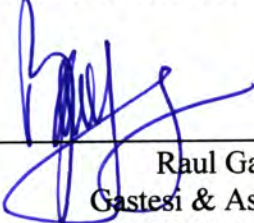
Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Manny Cid	<u>absent</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Tony Lama	<u>yes</u>
Councilmember Ceasar Mestre	<u>absent</u>
Councilmember Frank Mingo	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>

  
\_\_\_\_\_  
Wayne Slaton  
MAYOR

Attest:

  
\_\_\_\_\_  
Marjorie Tejeda  
TOWN CLERK

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

# EXHIBIT A

**SETTLEMENT AGREEMENT BETWEEN THE OBLIGEE TOWN OF MIAMI LAKES,  
THE SURETY BANKERS INSURANCE COMPANY AND ITS PRINCIPAL J.B.  
BUILDERS AND CONTRACTORS, INC. d/b/a BALLARENA CONSTRUCTION AND  
COLONIAL WINDOWS CORPORATION, AS CLAIMANT**

This Settlement Agreement (hereinafter, Agreement) is entered into this 8<sup>th</sup> day of MAY, 2014, between and among the TOWN OF MIAMI LAKES, a political subdivision of the State of Florida and its respective heirs, executors, administrators, successors and assigns, as Obligee, (hereinafter, MIAMI LAKES), BANKERS INSURANCE COMPANY, a corporation existing under the laws of the State of Florida, which is registered and authorized to do business in the State of Florida, as Surety, (hereinafter, BANKERS) and COLONIAL WINDOWS CORPORATION, Florida corporation, as Claimant/Obligee, (hereinafter, COLONIAL) collectively referred to as the Parties.

WHEREAS, MIAMI LAKES published an Invitation to Bid for the labor, services and equipment necessary for construction of the Project commonly known as the Youth Club Center at East Park located at 6075 Miami Lakes Drive, in Miami Lakes, Florida (hereinafter, the Project), and

WHEREAS, JB BUILDERS AND CONTRACTORS, INC. d/b/a BALLARENA CONSTRUCTION, (hereinafter, BALLARENA) submitted its bid to MIAMI LAKES on or about September 28, 2012, and was found by MIAMI LAKES to be the lowest responsive and responsible bidder, and

WHEREAS, on October 11, 2012, the Town of Miami Lakes Council awarded the Construction Contract for Project at issue to BALLARENA, subject to its submittal of the required insurance and performance/payment bonds, and

WHEREAS, as required by Florida law and under the terms of the Invitation to Bid and the original contract, BALLARENA as Principal and the Surety, BANKERS made, executed and

delivered to MIAMI LAKES their performance bond pursuant to Florida Statute 255.05 in the penal sum of the principals contract price of \$1,031,269.48 with MIAMI LAKES, and

WHEREAS, BALLERENA entered into a construction contract with MIAMI LAKES for the Project at issue, and

WHEREAS, on March, 2013, MIAMI LAKES notified BANKERS that BALLARENA was in default, and on October, 2013 MIAMI LAKES notified BANKERS that it had terminated its contract with BALLERENA for cause, and

WHEREAS, in order to timely resolve this default and fulfill its commitments under the Payment and Performance Bond, BANKERS engaged the professional engineering and construction consulting firm of Forcon International Corporation to evaluate the Project, prepare bidding documents for completion of the Project and along with representatives of MIAMI LAKES assesses the costs associated with completion of the Project, then

WHEREFORE, after careful investigation by the Parties, it is the desire of the Parties to memorialize their agreement and amicably resolve all disputes, claims, actions, controversies, demands and/or damages of any kind whether in law or in equity between and among them under the terms and conditions hereinafter set forth

NOW THEREFORE, MIAMI LAKES and BANKERS for and in consideration of the promises, and good and other valuable consideration and mutual obligations and promises hereinafter set forth the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Recitals: The recitals are part of this Agreement as fully set forth herein.
2. Settlement Amount: As full and complete settlement the Parties agree that BANKERS shall buy back its Performance bond in its entirety from MIAMI LAKES for a lump

sum payment to the obligee in the amount of \$757,798.68 (Settlement Amount) which payment shall be made within twenty (20) days of final approval and execution of this agreement and which payment shall encompass and resolve all past, present and/or future claims, or disputes of any kind MIAMI LAKES has or may ever have as against BANKERS and/or its Principal BALLARENA or any of the principals subcontractors, sub-subcontractors and/or materials suppliers on the project at issue. Upon clearance of the Settlement Amount Funds, MIAMI LAKES shall deliver the original performance bond to BANKER'S Counsel, Ferencik Libanoff Brandt Bustamante and Goldstein, Attention: Nestor Bustamante.

3. Release: In exchange for payment by BANKERS the parties agree to exchange mutual general releases, copies of same attached as Exhibits A and B hereto.

4. General Release as to Performance Bond: Upon the clearance of the Performance Bond Settlement Amount payment, and in consideration of the Parties' performance as specified herein, MIAMI LAKES does hereby expressly RELEASE, ACQUIT and FOREVER DISCHARGE BANKERS and BALLERENA, and their members, officers, directors, servants, heirs, administrators, executors, sureties, re-insurers, successors and/or assigns, all parent, subsidiary, or affiliated corporations or entities, predecessors in interest, successors in interest, divisions, consultants, and attorneys, of and from any and all actions, causes of actions, suits, demands, damages and/or claims of every kind or nature, whether at law, under statute or in equity, whether in contract or in tort, presently known or unknown, which MIAMI LAKES ever had, now has or which it hereinafter can, shall or may have against BANKERS and/or BALLARENA under and/or by reason of the Performance Bond, the Contract and/or the Project. None of the terms of this Agreement nor the Releases issued pursuant to the terms of this

Agreement shall be construed to mean that the Payment Bond is being released by MIAMI LAKES.

MIAMI LAKES agrees that it will not initiate a lawsuit against BALLARENA. Although, in the event that BALLARENA should initiate or pursue any claim of any kind against MIAMI LAKES in any Court, despite the provisions of the Release attached hereto as Exhibit B, MIAMI LAKES shall be entitled to assert any and all ~~defenses~~ <sup>COUNTERCLAIMS # RG RT</sup> as a result of the alleged breach of the Construction Contract for the Project at issue by BALLARENA. MIAMI LAKES reserves all defenses which it has to any alleged claims, actions, complaints and/or damages JB BUILDERS AND CONSTRUCTION d/b/a BALLARENA CONSTRUCTION may seek against MIAMI LAKES. <sup>\*(FOR DAMAGES IN EXCESS OF AMOUNTS PAID BY SURETY) RG RT</sup>

5. Apportionment of Settlement Amount: The parties acknowledge that a \$31,250.00 portion of the Settlement Amount from BANKERS along with a matching contribution of \$31,250.00 from MIAMI LAKES for a total of \$62,500.00 (hereinafter, "Colonial Settlement Amount") shall be used to pay COLONIAL WINDOWS CORPORATION (hereinafter, COLONIAL) as payment for all windows, doors, door handles, panic hardware, hinges and locks COLONIAL originally delivered to the project site during construction and for all wedge-in gaskets, doors, self-closers, glazing stops and drop-plates necessary for the proper installation of the windows and doors previously delivered to the project site during construction. The wedge-in gaskets, door self-closers, glazing stops and drop-plates will be delivered by COLONIAL to the project within ten (10) days of the Parties' execution of this Agreement. (Windows, doors, door handles, panic hardware, hinges, locks, wedge-in gaskets, self-closers, glazing stops and drop-plates necessary for the proper installation of the windows and doors delivered to the project site during construction are hereinafter collectively referred to as



"windows and/or doors"). The Colonial Settlement Amount shall be paid to COLONIAL'S counsel within thirty (30) days of final approval and execution of this agreement and complete delivery by COLONIAL of the wedge-in gaskets, doors self-closers, glazing stops and drop-plates. The Colonial Settlement Amount shall be payable to the order of Stearns, Roberts & Guttentag, LLC, Trust Account. Further MIAMI LAKES acknowledges that it has thoroughly inspected and reviewed all windows, doors, door handles, panic hardware, hinges and locks currently on the Project site and that the windows and doors (including the wedge-in gaskets, door self-closers, glazing stops and drop-plates for the proper installation of the Windows and doors on the Project Site which are located at COLONIAL'S' warehouse) is all being provided "as is, where is" and that BANKERS and BALLARENA make no warranties as to fitness or merchantability and have no responsibility whatsoever for the quality of the windows and/or doors and/or for any installation of said windows and/or doors. Moreover MIAMI LAKES may be required to purchase additional window(s) and/or door(s) to complete the project. To the extent MIAMI LAKES requires additional windows and/or doors for the project it shall negotiate directly with a window manufacturer, contractor or supplier of its choosing for the remaining windows and/or doors and shall be solely obligated and responsible for any and all costs associated with the purchase and installation of said windows and/or doors. MIAMI LAKES shall be solely obligated and responsible for storing and installing all windows and/or doors COLONIAL delivered to the project site during the Project and for storing and installing all windows and doors furnished to the project by others after execution of this Agreement, and MIAMI LAKES shall be responsible for all costs related thereto. BANKERS and/or BALLARENA shall not be responsible for any cost associated with the purchase, storage or installation of the windows and/or doors or any additional windows and/or doors that may be

needed on the project other than BANKERS' original \$31,250.00 contribution which is already incorporated into the Settlement Agreement Amount of \$757,798.68. COLONIAL shall not be responsible for any cost associated with the storage and installation of the windows and/or doors delivered to the project site during construction, nor for the purchase, storage or installation of any additional windows and/or doors on the project. COLONIAL makes no warranties and shall be not liable under any express and/or implied warranties and guarantees arising out of and/or in connection with any windows and/or doors supplied and installed on the project. MIAMI LAKES does not release the manufacturer of the windows and/or doors from any warranty obligations. In exchange for the total payment amount of \$62,500.00 to COLONIAL, in cleared funds, which payment shall be made directly by MIAMI LAKES to COLONIAL in one lump sum, amount of \$62,500.00 once all the conditions herein are complied with, COLONIAL shall simultaneously exchange executed general releases with MIAMI LAKES (Exhibits C and D) and with BANKERS (Exhibits E and F), COLONIAL shall also provide a general release for the benefit of BALLARENA (Exhibit E) and shall supply final releases to BANKERS and BALLARENA for their benefit from its suppliers SMI Aluminum Systems (Exhibit G) and Poma Glass & Specialty Windows d/b/a AGC Glass (Exhibit H). See attached releases Exhibits C, D, E, F, G and H respectively. Said releases shall be held in trust by the attorney's for the respective parties until the funds clear. MIAMI LAKES shall be entitled to keep and/or dispose of all window and/or door materials on the project site of whatever nature or kind.

6. Attorney's Fees and Costs: Each Party shall bear their own attorney's fees and costs incurred in this matter other than as provided in this Agreement. Nothing herein shall alter, amend or otherwise affect the indemnity or contractual relationships between BANKERS as the

Surety and BALLARENA as the Principal and its guarantors, between whom all rights, claims and defenses shall be specifically reserved.

### **MISCELLANEOUS PROVISIONS**

7. **No Reliance**: All Parties to this Agreement represent, covenant and agree that they have not relied upon any representations, statements, inducements, acts or omissions of any other Party, not expressed herein, in entering into this Agreement.

8. **Integration Clause**: Other than the Releases in the form attached hereto as Exhibits "A, B, C, D, E, F, G and H," this Agreement constitutes the entire and only agreement between the Parties and all prior negotiations, representations, agreements, statements, warranties, guaranties, promises and understandings between the Parties are merged into this Agreement and shall not be contradicted by any prior or contemporaneous oral or written statements by any of the Parties. This Agreement may be modified only by a writing executed by the Part(ies) against whom the modification is sought to be enforced and shall be binding and inure to the benefit of the Parties and their respective heirs, successors, legal representatives, agents and assigns.

9. **Applicable Law**: This Agreement is subject to and shall be construed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of law principles.

10. **Severability**: If any provision of this Agreement is held to be or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. **Attorney's Fees, Costs and Expenses**: If it shall become necessary for any Party to take action of any type whatsoever to enforce the terms of this Agreement, the prevailing party

shall be entitled to recover all attorney's fees, costs and expenses, including all out of pocket expenses not taxable as costs, incurred in connection with any such action to enforce this Agreement, including the fees incurred in establishing entitlement to fees and the amount thereof.

12. Legal Contract: This Agreement shall be deemed to constitute a contract made and entered into under the laws of the State of Florida.

13. No Admission: The execution of this Agreement is a matter of convenience and does not constitute an admission of any fact or liability by any Party.

14. Construction: This Agreement is the product of joint drafting efforts and shall not be construed in favor of nor against any particular Party based upon the manner in which the Agreement was drafted.

15. Advice of Counsel: Each Party has reviewed this Agreement in full. In entering into this Agreement, each Party has relied upon, or had the opportunity to rely upon, the advice of an attorney of their own choice and the terms of this Agreement have been completely read, are fully understood and voluntarily accepted.

16. Counterparts: This Agreement may be executed in one or more counterparts and such execution of any one or more counterparts shall be equally sufficient as if made upon a single original of this Agreement. A facsimile or electronically affixed signature shall be deemed an original.

17. Interpretation of Agreement: The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the Parties, but, if for any reason any provisions is unenforceable or invalid, such provision

shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed portion had not been a part of this Agreement.

18. Acknowledgement of Release of Rights: The Parties acknowledge and agree that they are releasing certain rights and assuming certain duties and obligations which, but for this Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Agreement is fair and reasonable, that each of them has had an opportunity to consult with and have in fact consulted with such experts of their choice as they may have desired, and that they have had the opportunity to discuss and have in fact discussed this matter with counsel of their choice.

19. Obligations of Further Execution: The Parties agree to execute all such further reasonable instruments, and to take all such further actions as may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein.

20. Notices: Any notices or other formal communications made under this Agreement shall be deemed to have been duly given if sent via electronic and United States Mail to the following:

To: **BANKERS INSURANCE COMPANY**  
George Thomas  
11101 Roosevelt Boulevard N  
St. Petersburg, Florida 33716

With a copy to:  
Alan C. (Peter) Brandt, Jr., Esq.  
Nestor Bustamante, Esq.  
Ferencik Libanoff Brandt  
Bustamante & Goldstein, P.A.  
150 South Pine Island Road  
Suite 400  
Fort Lauderdale, Florida 33324

To: **THE TOWN OF MIAMI LAKES**  
Alex Rey  
6601 Main Street  
Miami Lakes, Florida 33014

With a copy to:  
Raul Gastesi, Jr., Esq.  
Gastesi & Associates, P.A.  
8105 N.W. 155<sup>th</sup> Street  
Miami, Florida 33016

To: **COLONIAL WINDOWS CORP**  
Mehrdad Fahimipour  
670 W. 20<sup>th</sup> Street  
Hialeah, Florida 33010

With a copy to:  
Richard E. Guttentag, Esq.  
Stearns Roberts & Guttentag, LLC  
805 E. Hillsboro Boulevard  
Deerfield Beach, Florida 33441

IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals to this Agreement the day and year first set forth above, and the individuals who execute this Agreement personally represent and warrant that they have full authority to execute this Agreement on behalf of the respective parties.

TOWN OF MIAMI LAKES  
6601 Main Street  
Miami Lakes, Florida 33014

By: \_\_\_\_\_  
Title: Town Manager  
Date: 5/8/14

STATE OF FLORIDA     )  
COUNTY OF DADE     )

On this 8<sup>th</sup> day of MAY, 2014, before me personally appeared Alex Ney, as TOWN MANAGER for TOWN OF MIAMI LAKES, who [] is personally known to me or has [] produced \_\_\_\_\_ as identification and who being by me duly sworn did depose and state that he/she is authorized to act on behalf of the company named in the Agreement and Limited Release, that he/she executed the foregoing instrument on behalf of the municipal entity with full authority to do so, and that he/she executed the foregoing instrument on behalf of the municipal entity for the uses and purposes set forth therein.

Approved as to legal form and sufficiency:

[Signature]

Lourdes M. Rodriguez  
Notary Public

Seal:



GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That We, TOWN OF MIAMI LAKES, first party, for and in consideration of the sum of SEVEN HUNDRED FIFTH SEVEN THOUSAND SEVEN HUNDRED NINETY EIGHT DOLLARS AND SIXTY EIGHT CENTS (\$757,798.68) or other good and valuable considerations received from or on behalf of BANKERS INSURANCE COMPANY AND/OR JB BUILDERS AND CONTRACTORS, INC. d/b/a BALLARENA CONSTRUCTION, second party, the receipt whereof is hereby acknowledged.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

DO HEREBY remise, release, acquit, satisfy, and forever discharge now and forever the second party of and from any and all causes of action of any type, nature or description, suits, debts, sums of money, accounts, accountings, bonds, bills, express and/or implied warranties, guarantees, notes, and promises of any type, nature, or description, covenants, contracts, controversies, agreements, trespasses, damages, fines, judgment, bond claims, executions, claims, demands, whether in law or in equity which the first party ever had, now has, or will have, or which any personal representative, successor, heir, or assign of the first party can, shall, or may have now or in the future against the second party for or upon or by reason of any manner, cause, or thing commencing from the beginning of the world up to the date of the execution of this release including, but not limited to, all of the issues, claims and causes of action which could have been asserted and it being the intent of the parties to settle this matter.

IN WITNESS WHEREOF, we have hereunto set our hand and seals at, MAHI DADE  
County, Florida this 8<sup>th</sup> day of MAY, 2014.

Signed, sealed and delivered in presence of:

TOWN OF MIAMI LAKES

[Signature]  
[Signature]

BY: [Signature] (Seal)  
Its Authorized Officer

\_\_\_\_\_ (Seal)

STATE OF }  
COUNTY OF }

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of MAY, 2014, by Alex Rey, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

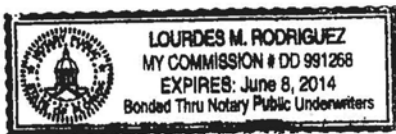


Exhibit B



**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That We, COLONIAL WINDOWS CORPORATION, first party, for and in consideration of the sum of THIRTY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$31,250.00) or other good and valuable considerations received from or on behalf of TOWN OF MIAMI LAKES, second party, the receipt whereof is hereby acknowledged.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

DO HEREBY remise, release, acquit, satisfy, and forever discharge now and forever the second party of and from any and all causes of action of any type, nature or description, suits, debts, sums of money, accounts, accountings, bonds, bills, notes, and promises of any type, nature, or description, covenants, contracts, controversies, agreements, warranties, guarantees, trespasses, damages, fines, judgment, executions, claims, demands, whether in law or in equity which the first party ever had, now has, or will have, or which any personal representative, successor, heir, or assign of the first party can, shall, or may have now or in the future against the second party for or upon or by reason of any manner, cause, or thing commencing from the beginning of the world up to the date of the execution of this release arising out of, relating to and/or in connection with the construction project known as the Youth Club Center at East Park, located at 6075 Miami Lakes Drive, Miami Lakes, Florida 33018 (hereinafter "Project") including, but not limited to, all of the issues, claims and causes of action which could have been asserted in connection with the Project, and it being the intent of the parties to settle this matter.

IN WITNESS WHEREOF, we have hereunto set our hand and seals at, \_\_\_\_\_, \_\_\_\_\_  
County, Florida this \_\_\_\_\_, day of \_\_\_\_\_, 2014.

Signed, sealed and  
delivered in presence of:

COLONIAL WINDOWS CORPORATION

\_\_\_\_\_

BY: \_\_\_\_\_ (Seal)  
Its Authorized Officer

\_\_\_\_\_

\_\_\_\_\_ (Seal)

STATE OF                    }  
COUNTY OF                }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Exhibit C

GENERAL RELEASE

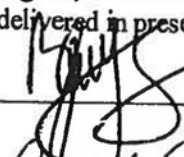
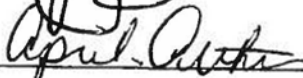
KNOW ALL MEN BY THESE PRESENTS:

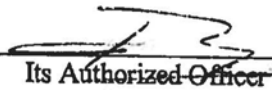
That We, TOWN OF MIAMI LAKES, first party, for and in consideration of the sum of TEN DOLLARS (\$10.00) or other good and valuable considerations received from or on behalf of COLONIAL WINDOWS CORPORATION, second party, the receipt whereof is hereby acknowledged.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

DO HEREBY remise, release, acquit, satisfy, and forever discharge now and forever the second party of and from any and all causes of action of any type, nature or description, suits, debts, sums of money, accounts, accountings, bonds, bills, notes, and promises of any type, nature, or description, covenants, contracts, controversies, agreements, warranties, guarantees, trespasses, damages, fines, judgment, executions, claims, demands, whether in law or in equity which the first party ever had, now has, or will have, or which any personal representative, successor, heir, or assign of the first party can, shall, or may have now or in the future against the second party for or upon or by reason of any manner, cause, or thing commencing from the beginning of the world up to the date of the execution of this release arising out of, relating to and/or in connection with the construction project known as the Youth Club Center at East Park, located at 6075 Miami Lakes Drive, Miami Lakes, Florida 33018 (hereinafter "Project") including, but not limited to, all of the issues, claims and causes of action which could have been asserted in connection with the Project, and it being the intent of the parties to settle this matter.

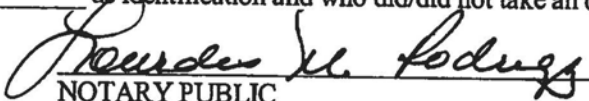
IN WITNESS WHEREOF, we have hereunto set our hand and seals at, MIAMI-DADE County, Florida this 8<sup>th</sup> day of MAY, 2014.

Signed, sealed and delivered in presence of:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

TOWN OF MIAMI LAKES  
BY:  (Seal)  
Its Authorized Officer  
\_\_\_\_\_  
(Seal)

STATE OF }  
COUNTY OF }

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of MAY, 2014, by \_\_\_\_\_, who is personally known to me or who has produced as identification and who did/did not take an oath.

  
NOTARY PUBLIC

My Commission Expires:

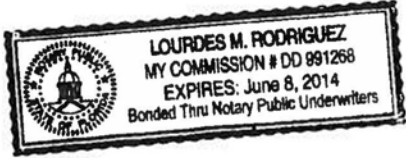


Exhibit D

**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That We, COLONIAL WINDOWS CORPORATION, first party, for and in consideration of the sum of THIRTY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$31,250.00) or other good and valuable considerations received from or on behalf of BANKERS INSURANCE COMPANY and JB BUILDERS AND CONTRACTORS, INC., d/b/a BALLARENA CONSTRUCTION, second party, the receipt whereof is hereby acknowledged.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

DO HEREBY remise, release, acquit, satisfy, and forever discharge now and forever the second party of and from any and all causes of action of any type, nature or description, suits, debts, sums of money, accounts, accountings, bonds, bills, notes, and promises of any type, nature, or description, covenants, contracts, controversies, agreements, warranties, guarantees, trespasses, damages, fines, judgment, executions, claims, demands, whether in law or in equity which the first party ever had, now has, or will have, or which any personal representative, successor, heir, or assign of the first party can, shall, or may have now or in the future against the second party for or upon or by reason of any manner, cause, or thing commencing from the beginning of the world up to the date of the execution of this release arising out of, relating to and/or in connection with the construction project known as the Youth Club Center at East Park, located at 6075 Miami Lakes Drive, Miami Lakes, Florida 33018 (hereinafter "Project") including, but not limited to, all of the issues, claims and causes of action which could have been asserted in connection with the Project, and it being the intent of the parties to settle this matter. Notwithstanding anything herein to the contrary, first party reserves all defenses which it has to any alleged claims, actions, complaints and/or damages JB Builders and Contractors, Inc. d/b/a Ballarena Construction may seek against first party.

IN WITNESS WHEREOF, we have hereunto set our hand and seals at, \_\_\_\_\_, \_\_\_\_\_ County, Florida this \_\_\_\_\_, day of \_\_\_\_\_, 2014.

Signed, sealed and delivered in presence of:

COLONIAL WINDOWS CORPORATION

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ (Seal)  
Its Authorized Officer  
\_\_\_\_\_ (Seal)

STATE OF }  
COUNTY OF }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Exhibit E

**RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That SMI Aluminum Systems, LLC, first party, for and in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration received from or on behalf of Bankers Insurance Company, JB Builders and Contractors, Inc. d/b/a Ballarena Construction and Colonial Windows Corp., (hereinafter collectively "second party"), the receipt whereof is hereby acknowledged:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires).

DOES HEREBY remise, release, acquit, satisfy, and discharge second party of and from any and all actions, suits, debts, sums of money, accounts, liens, payment bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands, whether in law or in equity, which first party ever had, now has, or will have, or which any personal representative, successor, or assign of first party can, shall or may have against second party for, upon or by reason of any manner, cause or thing arising out of, related to and/or in connection with the windows and doors furnished to the construction project known as the Youth Club Center at East Park, located at 6075 Miami Lakes Drive, Miami Lakes, FL 33018 (hereinafter "Project") through March 2013.

First Party reserves all rights and defenses which it may have to any express and/or implied warranty obligations.

IN WITNESS WHEREOF, first party, intending to be legally bound, has duly executed this Release on the date set forth below.

Signed, sealed and  
Delivered in presence of:

SMI Aluminum Systems, LLC

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA        }  
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2014, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That POMA Glass & Specialty Windows, Inc. d/b/a AGC Flat Glass North America, first party, for and in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration received from or on behalf of Bankers Insurance Company, JB Builders and Contractors, Inc. d/b/a Ballarena Construction, Colonial Windows Corp. and SMI Aluminum Systems, LLC, (hereinafter collectively "second party"), the receipt whereof is hereby acknowledged:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires).

DOES HEREBY remise, release, acquit, satisfy, and discharge second party of and from any and all actions, suits, debts, sums of money, accounts, liens, payment bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands, whether in law or in equity, which first party ever had, now has, or will have, or which any personal representative, successor, or assign of first party can, shall or may have against second party for, upon or by reason of any manner, cause or thing arising out of, related to and/or in connection with the windows furnished to the construction project known as the Youth Club Center at East Park, located at 6075 Miami Lakes Drive, Miami Lakes, FL 33018 (hereinafter "Project") through March 2013.

First Party reserves all rights and defenses which it may have to any express and/or implied warranty obligations.

IN WITNESS WHEREOF, first party, intending to be legally bound, has duly executed this Release on the date set forth below.

Signed, sealed and  
Delivered in presence of:

POMA Glass & Specialty Windows, Inc.  
d/b/a AGC Flat Glass North America

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA        }  
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2014, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That We, BANKERS INSURANCE COMPANY, first party, for and in consideration of the sum of TEN DOLLARS (\$10.00) or other good and valuable considerations received from or on behalf of TOWN OF MIAMI LAKES, second party, the receipt whereof is hereby acknowledged.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

DO HEREBY remise, release, acquit, satisfy, and forever discharge now and forever the second party of and from any and all causes of action of any type, nature or description, suits, debts, sums of money, accounts, accountings, bonds, bills, notes, and promises of any type, nature, or description, covenants, contracts, controversies, agreements, trespasses, damages, fines, judgment, executions, claims, demands, whether in law or in equity which the first party ever had, now has, or will have, or which any personal representative, successor, heir, or assign of the first party can, shall, or may have now or in the future against the second party for or upon or by reason of any manner, cause, or thing commencing from the beginning of the world up to the date of the execution of this release including, but not limited to, all of the issues, claims and causes of action which could have been asserted and it being the intent of the parties to settle this matter.

IN WITNESS WHEREOF, we have hereunto set our hand and seals at, Pineellas  
County, Florida this 19 day of May, 2014.

Signed, sealed and delivered in presence of:

BANKERS INSURANCE COMPANY

\_\_\_\_\_  
\_\_\_\_\_

BY: [Signature] (Seal)

Its Authorized Officer

[Signature]

(Seal)

STATE OF }  
COUNTY OF }

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2014, by [Signature], who is personally known to me or who has produced as identification and who did/did not take an oath.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

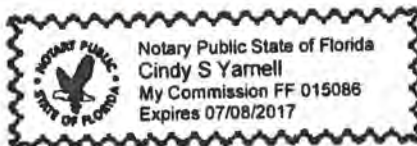


Exhibit A

**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That We, BANKERS INSURANCE COMPANY, first party, for and in consideration of the sum of TEN DOLLARS (\$10.00) or other good and valuable considerations received from or on behalf of COLONIAL WINDOWS CORPORATION, second party, the receipt whereof is hereby acknowledged.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

DO HEREBY remise, release, acquit, satisfy, and forever discharge now and forever the second party of and from any and all causes of action of any type, nature or description, suits, debts, sums of money, accounts, accountings, bonds, bills, notes, and promises of any type, nature, or description, covenants, contracts, controversies, agreements, warranties, guarantees, trespasses, damages, fines, judgment, executions, claims, demands, whether in law or in equity which the first party ever had, now has, or will have, or which any personal representative, successor, heir, or assign of the first party can, shall, or may have now or in the future against the second party for or upon or by reason of any manner, cause, or thing commencing from the beginning of the world up to the date of the execution of this release arising out of, relating to and/or in connection with the construction project known as the Youth Club Center at East Park, located at 6075 Miami Lakes Drive, Miami Lakes, Florida 3018 (hereinafter "Project") including, but not limited to, all of the issues, claims and causes of action which could have been asserted in connection with the Project, and it being the intent of the parties to settle this matter.

IN WITNESS WHEREOF, we have hereunto set our hand and seals at, Pinellas  
County, Florida this 19 day of May, 2014.

Signed, sealed and delivered in presence of:

BANKERS INSURANCE COMPANY

\_\_\_\_\_  
\_\_\_\_\_

BY: George W. Thomas (Seal)  
Its Authorized Officer  
Contract Surety Claims Manager  
\_\_\_\_\_ (Seal)

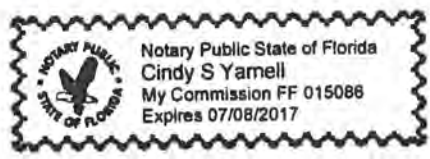
STATE OF }  
COUNTY OF }

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2014, by George W. Thomas, who is personally known to me or who has produced as identification and who did/did not take an oath.

Cindy S. Yarnell  
NOTARY PUBLIC

My Commission Expires: 7/8/17

Exhibit F



BANKERS INSURANCE COMPANY  
11101 Roosevelt Boulevard N  
St. Petersburg, Florida 33716

By: [Signature]  
Title: Contract Surety Claims Manager  
Date: 5/19/14

STATE OF FLORIDA     )  
COUNTY OF DADE     )

On this 19th day of May, 2014, before me personally appeared Jerry W. Thomas, as Contract Surety Claims Manager for BANKERS INSURANCE COMPANY, who [] is personally known to me or has [] produced N/A as identification and who being by me duly sworn did depose and state that he/she is authorized to act on behalf of the company named in the Agreement and Limited Release, that he/she executed the foregoing instrument on behalf of the municipal entity with full authority to do so, and that he/she executed the foregoing instrument on behalf of the municipal entity for the uses and purposes set forth therein.

Approved as to legal form and sufficiency:

[Signature]  
Notary Public

Seal:

