

Students

Integrity

Fiscal Responsibility

Learning

People

Teamwork

Commitment

Accountability

High Standards



Four Corners Charter School

**BOARD OF DIRECTORS' MEETING
November 29, 2011**





**FOUR CORNERS CHARTER SCHOOL, INC. BOARD MEETING
ANNUAL MEETING
Tuesday, November 29, 2011
Agenda**

CALL TO ORDER

ACTION ITEMS FOR APPROVAL

- I. Open For Public Comment**
- II. Minutes from October 25, 2011 Meeting** **Page 3**
- III. FCCS, Inc. FY11 Audit** **Page 6**
- IV. Amended & Restated By-Laws** **Page 40**
- V. School Strategic Plan**
- VI. Annual Meeting**

INFORMATIONAL

- VII. School Report** **Page 46**
- VIII. HVAC Enhancements** **Page 48**
- IX. Freezer Upgrade**
- X. Legislation Update**
- XI. Policy on Contributions**
- XII. Adjournment**

◀ Next Meeting: *To Be Determined* ▶

MEETING MINUTES

Name of Foundation: Four Corners Charter School, Inc.
Board Meeting: October 25, 2011

School(s): Four Corners Charter School

The minutes of Sunshine Law meetings need not be verbatim transcripts of the meeting. These minutes are a brief summary of the events of the meeting.

Date:	Start	End	Next Meeting:	Next time:	Prepared by:
10.25.11	1:00 p.m.	2:45 p.m.	TBD	TBD	M. Vecchione
Meeting Location:					
Osceola School District, 817 Bill Beck Blvd, Kissimmee, FL					

Attended by:	
Cindy Hartig, Chairperson Barbara Horn, Director Julius Melendez, Director Tod Howard, Director Jim Miller, Director	Debbie Von Behren, COO, CSUSA Mike Essik, Director of Finance, CSUSA Frank Johns, Assistant Director of Facilities, CSUSA Dan Cappola, Facilities, CSUSA Mary Vecchione, Board Liaison, CSUSA Migdalia Mercado, Osceola School District Gary Glassman, Board Attorney Ross Whitley, Auditor
Highlights:	

CALL TO ORDER

Pursuant to public notice, the meeting commenced at 1:00 p.m. with a Call to Order by Madam Chair Hartig. Roll call was taken and quorum was established.

I. APPROVAL OF MINUTES

Madam Chair Hartig asked the Board to review the minutes from the September 8, 2011 Governing Board meeting and note any corrections or modifications. The minutes stand.

Motion made by Mr. Miller with a second by Mr. Melendez to approve the September 8, 2011 Governing Board minutes for Four Corners Charter School, Inc. The motion was approved 5-0.

II. FCCS, Inc. 1st Quarter Financials

- Ms. Mercado reported on the 1st Quarter Financials for FCCS, Inc. In the General Fund, total revenues had an original and current amount of \$5,855,535 with the actual to date being \$1,504,036.78, which is 25.69% of the budget.
- General Fund total expenses had an original and current amount of \$8,346,008 with the actual to date being \$3,379,189.25, which is 40.49% of the total budget.
- Total fund balance, original and actual is \$1,390,989.05.

III. FCCS 1st Quarter Financials

- Mr. Essik reviewed the Q1 Summary. The 1st quarter revenues are unfavorable by (\$78,000) with the forecast predicting a favorable ending balance unfavorable by (\$182,000).

- Expenses for 1st quarter are favorable of \$245,000 but the forecast is predicting an unfavorable balance of (\$231,000). This is mainly due to unfavorable transportation due to increased ridership than planned.
- This results in a new change in Fund Balance for the 1st Quarter of favorable \$245,000 with the forecast predicting an unfavorable fund balance of (\$231,000).
- Currently FTE revenue is being funded at \$5,526. This is below the budget amount of \$5,646.
- The current fund balance is 1.5M and is forecasted for the end of year to be \$675,000.
- The Board asked how transportation was billed. Ms. Mercado will inquire with the School District and report back for the next meeting.

Motion made by Ms. Horn with a second by Mr. Miller to approve the 1st Quarter Financial Summary and Forecast for FCCS. The motion was approved 5-0.

IV. FY11 Audits

- Mr. Ross Whitley, the auditor, addressed the Board on the FY11 audit for FCCS and walked the Board members through the document. He noted one important finding which was actual expenditures exceeded final budget expenditures.

Motion made by Mr. Melendez with a second by Ms. Horn to approve the FY11 Audit for FCCS. The motion was approved 5-0.

V. Amended By-Laws

- This draft will be ready for the next meeting.
- It was noted that Mr. Miller would be vacating his seat in November. There was discussion on the idea of having this seat filled by an appointed member and this member would additionally hold a 4 year term along with an Osceola District member. The Board attorney will draft the by-laws and send to Mr. Steve Johnson, the Lake District attorney. The draft will be ready for the next Board meeting.

VI. HVAC Enhancements

- Mr. Frank Johns presented the Board with 2 additional change orders to finalize the HVAC/Roofing project and asked the Board for money to fund these projects. They include: Building envelope corrective action; HVAC-replace 15 bad exhaust fan motors, add speed controls to existing fans. An additional request was made for the repair of the roof of the kitchen walk-in freezer.
- Madam Chair Hartig expressed her displeasure that these projects were not included in the original estimate and wanted explanation as to why they need additional funding for this. The Board had a long discussion with Mr. Sabiston, the design engineer for the scope of the project. The Board felt he should have been aware of this additional work or should have spelled out what was excluded in the contract.
- It was also noted that the contingency fund of \$35,000 was spent and the Board would like to see a full report and line item on this.
- Madam Chair Hartig asked CSUSA to bring back all the original documents, including the scope of service proposal, all invoices, all purchase orders, and

all change orders. She recommended not moving forward with approval on the new projects until she, along with the other Board members, and the legal department had an opportunity to review everything. All the Board members concurred with this recommendation.

- It was noted the urgent need for the repair of the roof of the kitchen walk-in freezer. There was some confusion as to whether the District or the FCCS is responsible for this. It was suggested that this be clarified first by CSUSA and if a special meeting of the FCCS, Inc. Board was required to approve this, then a meeting would be called. Otherwise, if it proved to be the District's responsibility, they will deal with this at the Osceola District Board meeting. It was also noted that it might be in the best interest of the Board to replace the freezer unit itself, depending on the condition of the unit. The Board also noted that they need the entire contract to spell out all that it would include and exclude any special items not to be covered under the cost. Additionally, the Board would like to obtain more quotes to consider.

Motion made by Mr. Howard with a second by Mr. Miller to table the Roof repair freezer project until further determination of the overall condition of the freezer itself, determine who exactly is responsible for the repairs and cost, and additional quotes are compiled. The motion was approved 5-0.

VII. School Report

- Ms. Thompson reported enrollment of 1063 students with a budgeted enrollment of 986. Currently all staffing positions are filled.
- Ms. Thompson updated the Board on the SAC committee meeting and professional development topics for the month.
- She also reported on numerous school, community and PTO activities.

School Improvement Plan

- The Board was sent electronically to review the School Improvement Plan. The SAC committee has already approved the plan and it has been sent to the District.

Motion made by Mr. Miller with a second by Mr. Howard to ratify the School Improvement Plan for FCCS. The motion was approved 5-0.

VIII. Open Forum

Motion made by Mr. Miller with a second by Ms. Horn to adjourn the FCCS, Inc. Governing Board meeting. The motion was approved 5-0.

Cindy Hartig, Chairman

Date: _____

**FOUR CORNERS
CHARTER SCHOOL, INC.**

**Basic Financial Statements and
Supplemental Information**

**For the year ended
June 30, 2011**

**BERMAN HOPKINS
WRIGHT & LAHAM**
CPAS AND ASSOCIATES, LLP

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Four Corners Charter School, Inc.
Kissimmee, Florida

We have audited the accompanying financial statements of the governmental activities and each major fund of Four Corners Charter School, Inc., (the "Corporation"), a component unit of the School Board of Osceola County, Florida, as of and for the year ended June 30, 2011, which collectively comprise the Corporation's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Corporation's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Corporation as of June 30, 2011, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As described in Note A-12 to the financial statements, the Corporation adopted the provisions of Government Auditing Standard ("GASB") No. 54 - *Fund Balance Reporting and Governmental Fund Type Definitions*.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 19, 2011 on our consideration of the Corporation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

October 19, 2011
Melbourne, Florida

Berman Hopkins Wright & LaHam
CPAs and Associates, LLP

Management's Discussion and Analysis

As management of Four Corners Charter School, Inc. (the "Corporation") a component unit of the School Board of Osceola County, Florida, we offer readers of the Corporation's financial statements this narrative overview and analysis of the financial activities of the Corporation for the fiscal year ended June 30, 2011 to (a) assist the reader in focusing on significant financial issues, (b) provide an overview and analysis of the Corporation's financial activities, (c) identify changes in the Corporation's financial position, (d) identify material deviations from the approved budget, and (e) highlight significant issues in individual funds.

Since the information contained in the Management's Discussion and Analysis (MD&A) is intended to highlight significant transactions, events, and conditions, it should be considered in conjunction with the basic financial statements found starting on page 8.

Financial Highlights

- The assets of the Corporation exceeded its liabilities at the close of the most recent fiscal year by \$3,580,667.
- The Corporation's total net assets increased by \$318,011.
- As of the close of the current fiscal year, the Corporation's governmental funds reported combined ending fund balances of \$2,570,896.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$184,032.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Corporation's basic financial statements. The Corporation's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the Corporation's finances, in a manner similar to private-sector business.

The statement of net assets presents information on all of the Corporation's assets and liabilities, with the difference between the two reported as *net assets*. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the Corporation is improving or deteriorating.

The statement of activities presents information showing how the Corporation's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected funding and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the Corporation that are principally supported by district, state, and federal funding (governmental activities). Basic instruction, general administration, and facilities are examples of the Corporation's governmental activities.

The government-wide financial statements include only the Corporation itself, which is a component unit of the School District of Osceola County, Florida. The School District of Osceola County, Florida includes the operations of the Corporation in their operational results.

The government-wide financial statements can be found on pages 8 and 9 of this report.

Fund financial statements. A fund is a collection of related accounts grouped together to maintain control over resources that have been segregated for specific activities or objectives. The Corporation, like state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the operations of the Corporation are presented in governmental funds only.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term* inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Corporation's near-term financing decisions. Both the governmental fund balance sheet and the statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Corporation maintains two individual government funds. Information is presented separately in the governmental fund balance sheet and statement of revenues, expenditures and changes in fund balances. The general fund and capital outlay fund are considered to be major funds.

The basic governmental fund financial statements can be found on pages 10 through 13 of this report.

The Corporation adopts an annual appropriated budget for its entire operations. Budgetary comparison schedules and notes to these schedules have been provided to demonstrate compliance with this budget and can be found on pages 25 through 27 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found starting on page 14 of this report.

Government-wide Financial Analysis

As noted previously, net assets may serve over time as a useful indicator of a government's financial position. In the case of the Corporation, assets exceeded liabilities by \$3,580,667 at the close of the most recent fiscal year.

The largest portion of the Corporation's net assets is the unrestricted portion. Another portion of the Corporation's net assets reflects its investment in capital assets (e.g., construction in progress; furniture, fixtures and equipment; improvements other than buildings; and IT equipment). The Corporation uses these capital assets to provide services to students; consequently, these assets are not available for future spending. The investment in capital assets totaled \$1,009,771 at June 30, 2011.

Comparison of the condensed statement of net assets and the statement of activities are provided below:

Four Corners Charter School, Inc. Statement of Net Assets

	Governmental Activities		
	2011	2010	Variance
ASSETS			
Current assets	\$ 3,944,216	\$ 3,528,788	\$ 415,428
Capital assets, net of accumulated depreciation	1,009,771	65,279	944,492
Total assets	4,953,987	3,594,067	1,359,920
LIABILITIES			
Current liabilities	1,373,320	331,411	1,041,909
Total liabilities	1,373,320	331,411	1,041,909
NET ASSETS			
Invested in capital assets	1,009,771	65,279	944,492
Unrestricted	2,570,896	3,197,377	(626,481)
Total net assets	\$ 3,580,667	\$ 3,262,656	\$ 318,011

Current assets increased from prior year due to an increase in cash which was a result of more funding because of higher enrollment at the school. Capital assets increased from prior year due to the construction in progress for renovations and invested in capital assets also increased, accordingly. Current liabilities increased as a result of accounts payable due to the construction in progress not paid before year end.

Four Corners Charter School, Inc.
Statement of Activities

	Governmental Activities		
	2011	2010	Variance
Revenues:			
Program revenues:			
Operating grants and contributions	\$ 436,921	\$ 506,914	\$ (69,993)
General revenues:			
State passed through local school district	6,802,141	6,127,502	674,639
Interest income	8,943	15,199	(6,256)
Total revenues	<u>7,248,005</u>	<u>6,649,615</u>	<u>598,390</u>
Expenses:			
Basic instruction	5,016,058	4,524,547	491,511
Board of directors	8,970	9,200	(230)
General administration	784,349	800,184	(15,835)
Facilities	1,120,617	1,138,170	(17,553)
Total expenses	<u>6,929,994</u>	<u>6,472,101</u>	<u>457,893</u>
Change in net assets	318,011	177,514	140,497
Net assets - beginning	<u>3,262,656</u>	<u>3,085,142</u>	<u>177,514</u>
Net assets - ending	<u><u>\$ 3,580,667</u></u>	<u><u>\$ 3,262,656</u></u>	<u><u>\$ 318,011</u></u>

State passed through the local school district increased due to higher enrollment at the school and basic instruction expenses increased in comparison with the increase in revenue.

Financial Analysis of the Government's Funds

As noted previously, the Corporation uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the Corporation's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the Corporation's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the current fiscal year, the Corporation's governmental funds reported combined ending fund balances of \$2,570,896.

The general fund is the main operating fund of the Corporation. At the end of the current fiscal year, the unassigned fund balance of the general fund was \$184,032.

The fund balance of the Corporation's general fund decreased by \$626,481 during the current fiscal year.

General Fund Budgetary Highlights

Actual general fund revenues exceeded budgeted revenues by \$73,690 because of the corporation received school recognition funds. Actual general fund expenditures exceeded budgeted expenditures by \$850,171 because of the construction in progress that was not budgeted. As a result, the budgeted increase in fund balance exceeded the actual decrease in fund balance by \$776,481.

The budgetary information can be found on pages 25 through 27 of this report.

Capital Asset and Debt Administration

Capital Assets. The Corporation's investment in capital assets for its governmental type activities as of June 30, 2011, amounts to \$1,009,771 (net of accumulated depreciation). This investment in capital assets includes construction in progress; furniture, fixtures and equipment; improvements other than buildings; and IT equipment.

Request for Information

This financial report is designed to provide a general overview of the Corporation's finances for all those with an interest in the Corporation's finances. Questions concerning any of the information provided in this report for requests for additional financial information should be addressed to Sarah E. Graber, Director of Finance at the School District of Osceola County, Florida, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495.

Four Corners Charter School, Inc.

STATEMENT OF NET ASSETS

June 30, 2011

	<u>Governmental Activities</u>
ASSETS	
CURRENT ASSETS	
Cash	\$ 3,944,186
Accounts receivable	30
Total current assets	<u>3,944,216</u>
CAPITAL ASSETS	
Capital assets not being depreciated	
Construction in progress	863,800
Capital assets, net of accumulated depreciation	
Furniture, fixtures and equipment	64,189
Improvements other than buildings	10,376
IT equipment	71,406
Total capital assets	<u>1,009,771</u>
Total assets	<u>4,953,987</u>
LIABILITIES AND NET ASSETS	
LIABILITIES	
Accounts payable	787,280
Retainage payable	76,520
Due to management company	509,520
Total liabilities	<u>1,373,320</u>
NET ASSETS	
Investment in capital assets	1,009,771
Unrestricted	2,570,896
Total net assets	<u>\$ 3,580,667</u>

The accompanying notes are an integral part of this financial statement.

Four Corners Charter School, Inc.

STATEMENT OF ACTIVITIES

For the year ended June 30, 2011

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Assets
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental activities:					
Basic instruction	\$ 5,016,058	\$ -	\$ -	\$ -	\$ (5,016,058)
Board of directors	8,970	-	-	-	(8,970)
General administration	784,349	-	-	-	(784,349)
Facilities	1,120,617	-	436,921	-	(683,696)
Total governmental activities	<u>\$ 6,929,994</u>	<u>\$ -</u>	<u>\$ 436,921</u>	<u>\$ -</u>	<u>(6,493,073)</u>
		General revenues:			
					6,802,141
					8,943
					<u>6,811,084</u>
					318,011
					<u>3,262,656</u>
					<u>\$ 3,580,667</u>

The accompanying notes are an integral part of this financial statement.

Four Corners Charter School, Inc.

BALANCE SHEET - GOVERNMENTAL FUNDS

June 30, 2011

	General Fund	Capital Outlay Fund	Total Governmental Funds
ASSETS			
Cash	\$ 3,944,186	\$ -	\$ 3,944,186
Accounts receivable	30	-	30
Total assets	<u>\$ 3,944,216</u>	<u>\$ -</u>	<u>\$ 3,944,216</u>
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts payable	\$ 787,280	\$ -	\$ 787,280
Retainage payable	76,520	-	76,520
Due to management company	509,520	-	509,520
Total liabilities	<u>1,373,320</u>	<u>-</u>	<u>1,373,320</u>
FUND BALANCES			
Committed - reroofing project	1,297,727	-	1,297,727
Assigned	1,089,137	-	1,089,137
Unassigned	184,032	-	184,032
Total fund balances	<u>2,570,896</u>	<u>-</u>	<u>2,570,896</u>
Total liabilities and fund balances	<u>\$ 3,944,216</u>	<u>\$ -</u>	<u>\$ 3,944,216</u>

The accompanying notes are an integral part of this financial statement.

Four Corners Charter School, Inc.

RECONCILIATION OF THE BALANCE SHEET -
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET ASSETS

June 30, 2011

Fund balances - total governmental funds \$ 2,570,896

The net assets reported for governmental activities in the statement of net assets is different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds. Those assets consist of:

Construction in progress	\$ 863,800	
Furniture, fixtures and equipment, net	64,189	
Improvements other than buildings, net	10,376	
IT equipment, net	<u>71,406</u>	
Total capital assets		<u>1,009,771</u>
Total net assets of governmental activities		<u>\$ 3,580,667</u>

The accompanying notes are an integral part of this financial statement.

Four Corners Charter School, Inc.

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - GOVERNMENTAL FUNDS

For the year ended June 30, 2011

	General Fund	Capital Outlay Fund	Total Governmental Funds
Revenues			
State passed through local school district	\$ 6,802,141	\$ 436,921	\$ 7,239,062
Interest income	8,943	-	8,943
Total revenues	<u>6,811,084</u>	<u>436,921</u>	<u>7,248,005</u>
Expenditures			
Current:			
Basic instruction	4,946,645	-	4,946,645
Board of directors	8,970	-	8,970
General administration	784,349	-	784,349
Facilities	1,118,416	-	1,118,416
Fixed capital outlay	1,016,106	-	1,016,106
Total expenditures	<u>7,874,486</u>	<u>-</u>	<u>7,874,486</u>
Excess (deficiency) of revenues over (under) expenditures	(1,063,402)	436,921	(626,481)
Other financing sources and (uses)			
Transfers in	436,921	-	436,921
Transfers out	-	(436,921)	(436,921)
Total other financing sources (uses)	<u>436,921</u>	<u>(436,921)</u>	<u>-</u>
Net change in fund balances	(626,481)	-	(626,481)
Fund balances at July 1, 2010	<u>3,197,377</u>	<u>-</u>	<u>3,197,377</u>
Fund balances at June 30, 2011	<u>\$ 2,570,896</u>	<u>\$ -</u>	<u>\$ 2,570,896</u>

The accompanying notes are an integral part of this financial statements.

Four Corners Charter School, Inc.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES -
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

For the year ended June 30, 2011

Net change in fund balances - total government funds		\$	(626,481)
The change in net assets reported for governmental activities in the statement of activities is different because:			
Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.			
Total fixed capital outlay	\$	1,016,106	
Less: depreciation		<u>(71,614)</u>	<u>944,492</u>
Change in net assets of governmental activities		\$	<u>318,011</u>

The accompanying notes are an integral part of this financial statement.

Four Corners Charter School, Inc.
NOTES TO FINANCIAL STATEMENTS

June 30, 2011

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Reporting entity

Four Corners Charter School, Inc. (the "Corporation"), which is a component unit of the School District of Osceola County, Florida is a not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes, the Florida Not-For-Profit Corporation Act, and Section 1002.33, Florida Statutes. The governing body of the Corporation is the Board of Directors, which is comprised of five members.

The Corporation was formed to operate Four Corners Charter School (the "School") in Osceola County, Florida. The general operating authority of the School is contained in Section 1002.33, Florida Statutes. The School operates under charter of the sponsoring school district, the School District of Osceola County, Florida (the "District"). The current charter is effective until June 30, 2013. At the end of the term of the charter, the District may choose not to renew the charter under grounds specified in the charter. In this case, the District is required to notify the Corporation in writing at least 90 days prior to the charter's expiration. During the term of the charter, the District may also terminate the charter if good cause is shown. In the event of termination of the charter, any property purchased by the Corporation with public funds and any unencumbered public funds revert back to the District. The Corporation is considered a component unit of the School District of Osceola County, Florida.

2. Government-wide and fund financial statements

The government-wide financial statements consist of a statement of net assets and a statement of activities. These statements report information on all of the nonfiduciary activities of the Corporation. As part of the consolidation process, all interfund activities are eliminated from these statements. Both statements report only governmental activities as the Corporation does not engage in any business type activities.

Net assets, the difference between assets and liabilities, as presented in the statement of net assets, are subdivided into two categories: amounts invested in capital assets, restricted net assets, and unrestricted net assets. Net assets are reported as restricted when constraints are imposed on the use of the amounts either externally by creditors, grantors, contributors, laws or regulations of other governments, or enabling legislation.

The statement of activities presents a comparison between the direct and indirect expenses of a given function and its program revenues, and displays the extent to which each function contributes to the change in net assets for the fiscal year. Direct expenses are those that are clearly identifiable to a specific function.

Indirect expenses are costs the Corporation has allocated to various functions. Program revenues consist of charges for services, operating grants and contributions, and capital grants and contributions.

Four Corners Charter School, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2011

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Government-wide and fund financial statements (continued)

Charges for services refer to amounts received from those who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment. Grants and contributions consist of revenues that are restricted to meeting the operational or capital requirements of a particular function. Revenues not classified as program revenues are reported as general revenues.

Separate fund financial statements report detailed information about the Corporation's governmental funds. The focus of the governmental fund financial statements is on major funds. Therefore, major funds are reported in separate columns on the fund financial statements. The Corporation reports the general fund and capital outlay fund as its major funds. Reconciliations are provided that converts the results of governmental fund accounting to the government-wide presentation.

3. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized in the period earned and expenses are recognized when a liability is incurred.

All governmental fund financial statements are reported using a current financial resources measurement focus on a modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues, except for certain grant revenues, are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the Corporation considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for federal, state, and other grant resources, revenue is recognized at the time the expenditure is made.

Under the modified accrual basis of accounting, expenditures are generally recorded when the related fund liability is incurred. However, principal and interest on general long-term debt is recorded as expenditure only when payment is due.

The Corporation's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. Accordingly, the financial statements are organized on the basis of funds. A fund is an accounting entity having a self-balancing set of accounts for recording assets, liabilities, fund equity, revenues, expenditures, and other financing sources and uses.

Four Corners Charter School, Inc.
NOTES TO FINANCIAL STATEMENTS

June 30, 2011

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

3. Measurement focus, basis of accounting, and financial statement presentation (continued)

Resources are allocated to and accounted for in individual funds based on the purpose for which they are to be spent and the means by which spending activities are controlled. The Corporation reports the following major governmental funds:

General Fund - is the general operating fund of the Corporation and is used to account for all financial resources not required to be accounted for in another fund.

Capital Outlay Fund - in accordance with the guidelines established by the District, this fund accounts for all resources for the leasing and acquisition of capital facilities by the Corporation to the extent funded by capital outlay funds.

The Corporation has contracted operations of the School to a commercial management company. The management company accounts for certain school level assets, liabilities, revenues and expenses that are not a part of the Corporation. These items, including the functional classification of expenses, are not reported in the Corporation's financial statements.

4. Cash

The Corporation's cash consists of a checking account held at a financial institution. Deposits are held and maintained by the District. The Corporation does not have any cash equivalents.

5. Receivables

The Corporation's receivables consist of miscellaneous receivables. The Corporation's management determined that 100% of receivables are deemed to be fully collectible. Therefore, no allowance for doubtful accounts has been provided.

6. Interfund receivables, payables and transfers

Interfund receivables and payables represent activity between the funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either due to/from other funds. The capital outlay fund transferred \$436,921 to the general fund for payment of rent expense related to the facilities sub-lease (see Note E-2).

Four Corners Charter School, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2011

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

7. Capital assets

Capital assets are reported in the governmental columns on the government-wide financial statements. Capital assets are defined by the Corporation as assets with an initial individual cost of more than \$750 and an estimated useful life of greater than one year. Such assets are recorded at historical cost. Donated capital assets are recorded at their estimated fair market values at the date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset lives are not capitalized.

Capital assets of the Corporation are depreciated using the straight-line method over the following estimated useful lives:

Asset Class	Estimated Useful Lives
Furniture, fixtures and equipment	5 - 7
improvements other than buildings	7 - 10
IT equipment	3
Computer equipment	3
Audio visual equipment	5 - 7

8. Revenue sources

Revenues for current operations are received primarily from the State of Florida passed through the District pursuant to the funding provisions included in the Corporation's charter agreement with the District. In accordance with the funding provisions of the charter and Section 1002.33(17), Florida Statutes, the District reports the number of FTE students and related data to the Florida Department of Education (FDOE) for funding through the Florida Education Finance Program. Funding for the schools is adjusted during the year to reflect the revised calculations by the FDOE under the Florida Education Finance Program and the actual weighted FTE students reported by the schools during the designated FTE student survey periods.

The Corporation receives federal awards for the enhancement of various educational programs. The assistance is generally based on applications submitted to and approved by various granting agencies. These federal awards may have requirements whereby the issuance of grant funds is withheld until qualifying eligible expenditures are incurred. Revenues for these awards are recognized only to the extent that eligible expenditures have been incurred.

Four Corners Charter School, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2011

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

9. Expenses

A commercial management company operates the School pursuant to a long-term contract with the Corporation. The management company is responsible for payment of virtually all operating expenses. Actual expenses paid by the management company may differ significantly from amounts paid and expensed by the Corporation. For this reason, functional detail of the Corporation's expenditures are not available and have not been presented in the financial statements.

10. Income taxes

The Corporation qualifies as a tax-exempt organization, and is, therefore, exempt from income tax. Accordingly, no tax provision has been made in the accompanying financial statements.

11. Use of estimates

The process of preparing financial statements in conformity with accounting principles generally accepted in the United States of America requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

12. Fund balance classification

For the year ending June 30, 2011, the Corporation implemented Government Auditing Standard ("GASB") No. 54 - *Fund Balance Reporting and Governmental Fund Type Definitions*. The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Corporation is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable fund balance - amounts that are not in nonspendable form (such as inventory and prepaid expense) or are required to be maintained intact.

Restricted fund balance - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

Committed fund balance - amounts constrained to specific purposes by the Corporation itself, using its highest level of decision-making authority (i.e., Board of Directors). To be reported as committed, amounts cannot be used for any other purpose unless the Corporation takes the same highest level action to remove or change the constraint. In current year, the Board of Directors committed \$2,161,527 to HVAC renovations of which \$863,800 was spent.

Four Corners Charter School, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2011

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

12. Fund balance classification (continued)

Assigned fund balance - amounts the Corporation intends to use for a specific purpose. Intent can be expressed by the Board of Directors or by an official or body to which the Board of Directors delegates the authority. The amount assigned by the Board of Directors is made up of the facility use fee.

Unassigned fund balance - amounts that are available for any purpose. Positive amounts are reported only in the general fund.

The Corporation would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

NOTE B - CASH

Custodial Credit Risk - Custodial credit risk is the risk that in the event of bank failure, the Corporation's deposits may not be returned to it. The Corporation does not have a formal policy regarding custodial credit risk. All funds in a "non-interest bearing transaction account" are insured in full by the Federal Deposit Insurance Corporation ("FDIC") from December 31, 2010 through December 31, 2012. This temporary unlimited coverage is in addition to, and separate from the coverage of at least \$250,000 available to depositors under the FDIC's general deposit insurance rules. At June 30, 2011, all of the Corporation's accounts were in non-interest bearing transaction accounts and are fully insured.

Four Corners Charter School, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2011

NOTE C - CAPITAL ASSETS

Changes in capital assets activity were as follows:

	Balance at July 1, 2010	Additions	Deletions	Balance at June 30, 2011
Capital assets not depreciated:				
Construction in progress	\$ -	\$ 863,800	\$ -	\$ 863,800
Total assets not depreciated	<u>-</u>	<u>\$ 863,800</u>	<u>\$ -</u>	<u>863,800</u>
Capital assets depreciated:				
Furniture, fixtures and equipment	950,074	\$ 50,199	\$ -	1,000,273
Improvements other than buildings	34,167	-	-	34,167
IT equipment	193,053	102,107	-	295,160
Computer equipment	77,232	-	-	77,232
Audio visual equipment	1,555	-	-	1,555
Total assets depreciated	<u>1,256,081</u>	<u>\$ 152,306</u>	<u>\$ -</u>	<u>1,408,387</u>
Less accumulated depreciation:				
Furniture, fixtures and equipment	906,866	\$ 29,218	\$ -	936,084
Improvements other than buildings	21,590	2,201	-	23,791
IT equipment	183,559	40,195	-	223,754
Computer equipment	77,232	-	-	77,232
Audio visual equipment	1,555	-	-	1,555
Total accumulated depreciation	<u>1,190,802</u>	<u>\$ 71,614</u>	<u>\$ -</u>	<u>1,262,416</u>
Total governmental activities capital assets, net	<u>\$ 65,279</u>			<u>\$ 1,009,771</u>

Depreciation expense for the year ended June 30, 2011 was charged to functions of the Corporation as follows:

Basic instruction	\$ 69,413
Facilities	2,201
	<u>\$ 71,614</u>

Four Corners Charter School, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2011

NOTE D - CONCENTRATIONS

Revenue sources

As stated in Note A-8, the Corporation receives revenues for current operations primarily from the State of Florida passed through the District. The following is a schedule of revenue sources and amounts:

<u>Source</u>	<u>Amount</u>
School Board of Osceola County, Florida:	
Base funding	\$ 3,973,124
Exceptional student education guaranteed allocation	55,503
Supplemental academic instruction	227,621
Class size reduction	1,201,449
Safe schools	20,794
Discretionary local effort	355,964
Discretionary millage compression allocation	191,153
Discretionary lottery	3,868
Instructional materials	88,021
FEFP in lieu of stimulus	335,669
FEFP in lieu of education jobs funds	215,853
Performance pay plan	47,911
Subtotal	<u>6,716,930</u>
Capital outlay funds	436,921
Florida teacher lead program	10,964
School recognition	74,247
Total School Board of Osceola County, Florida	<u>7,239,062</u>
Other revenues	
Interest income	8,943
Total revenues	<u><u>\$ 7,248,005</u></u>

NOTE E - COMMITMENTS AND CONTINGENCIES

1. Management service contract

The School entered into a management agreement, commencing on July 1, 2006, with a management company. The agreement is for a term of five years commencing with the 2006-2007 school year. The contract terminates on June 30, 2011.

On September 16, 2010, the School extended the management agreement. The extension is for a term of four years commencing with the 2011-2012 school year. The contract terminates the earlier of June 30, 2015 or the termination date of the charter if the District chooses to terminate or not to renew.

Four Corners Charter School, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2011

NOTE E - COMMITMENTS AND CONTINGENCIES (continued)

1. Management service contract (continued)

The management company will manage and operate the School during the term of the agreement. The management company is guaranteed a fee of \$370,000 plus a contingent incentive fee. The incentive fee is calculated as the difference between the guaranteed fee and 12% of FEFP operational revenues. Current year management fees charged to operations totaled \$713,552.

2. Facilities sub-lease

The real property, buildings, and other assets, which comprise the Corporation's facilities, are owned by the District. Construction of the buildings was financed by the issuance of \$8,315,000 principal amount of Certificates of Participation, Series 2000A and \$6,385,000 principal amount of Certificates of Participation, Series 2000B (the "Certificates"), which are obligations of the District.

On April 19, 2005, the District issued \$12,095,000 principal amount of Certificates of Participation, Series 2005. The proceeds were used to refund a portion of the outstanding Series 2000 Certificates maturing on and after August 1, 2011 (the "Refunded Certificates") and, therefore, refinanced a portion of the cost of the acquisition, construction and equipping of the Series 2000 Facilities and reduced the corresponding basic lease payments due under the lease.

The Corporation is entitled to use the facilities under a sub-lease agreement with the District that requires annual payments in amounts equal to the annual debt service payments on the Certificates. Such annual payments range from \$648,896 to \$1,118,416 for the Corporation. At the end of the term of the charter including renewals, if any, possession of the facilities will revert to the District which will be liable for all future payments.

Current year facilities expense charged to operations totaled \$1,118,416. This amount is included in the "Facilities" functional expense category on the accompanying statement of activities and statement of revenues, expenditures and changes in fund balances. A portion of the facility use fee in the amount of \$436,921 was reimbursed through capital outlay funds.

Current aggregate remaining rental commitments, including all extensions, under this sub-lease agreement are summarized as follows at June 30:

2012	\$ 1,109,831
2013	1,111,269
2014	1,115,956
2015	<u>1,112,756</u>
	<u>\$ 4,449,812</u>

Four Corners Charter School, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2011

NOTE E - COMMITMENTS AND CONTINGENCIES (continued)

3. Construction in progress

At June 30, 2011, the Corporation had uncompleted construction contracts related to the renovation of the School. The Corporation's remaining construction commitments were approximately \$985,000.

NOTE F - RISK MANAGEMENT

The Corporation and School are exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the School carries commercial insurance. Under the plan for property insurance, the liability is \$25,000 per occurrence. There have been no significant reductions in insurance coverage during fiscal year 2011. Settled claims resulting from the risks described above have not exceeded the insurance coverage during the previous three years.

NOTE G - SUBSEQUENT EVENTS

The Corporation has evaluated subsequent event through October 19, 2011, the date which the financial statements were available for issuance.

REQUIRED SUPPLEMENTARY INFORMATION

Four Corners Charter School, Inc.

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - GENERAL FUND

For the year ended June 30, 2011

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	
Revenues				
State passed through local school district	\$ 6,079,077	\$ 6,727,894	\$ 6,802,141	\$ 74,247
Interest income	12,000	9,500	8,943	(557)
Total revenues	<u>6,091,077</u>	<u>6,737,394</u>	<u>6,811,084</u>	<u>73,690</u>
Expenditures				
Current:				
Basic instruction	4,509,636	5,024,705	4,946,645	78,060
Board of directors	12,000	9,500	8,970	530
General administration	791,299	867,643	784,349	83,294
Facilities	1,135,056	1,122,467	1,118,416	4,051
Fixed capital outlay	-	-	1,016,106	(1,016,106)
Total expenditures	<u>6,447,991</u>	<u>7,024,315</u>	<u>7,874,486</u>	<u>(850,171)</u>
Deficiency of revenues under expenditures	(356,914)	(286,921)	(1,063,402)	(776,481)
Other financing sources				
Transfers in	506,914	436,921	436,921	-
Net change in fund balance	150,000	150,000	(626,481)	(776,481)
Fund balance at July 1, 2010	3,197,377	3,197,377	3,197,377	-
Fund balance at June 30, 2011	<u>\$ 3,347,377</u>	<u>\$ 3,347,377</u>	<u>\$ 2,570,896</u>	<u>\$ (776,481)</u>

See note to required supplemental information.

Four Corners Charter School, Inc.

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - CAPITAL OUTLAY FUND

For the year ended June 30, 2011

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	
Revenues				
State passed through local school district	\$ 506,914	\$ 436,921	\$ 436,921	\$ -
Other financing uses				
Transfers out	(506,914)	(436,921)	(436,921)	-
Net change in fund balance	-	-	-	-
Fund balance at July 1, 2010	-	-	-	-
Fund balance at June 30, 2011	\$ -	\$ -	\$ -	\$ -

See note to required supplemental information.

Four Corners Charter School, Inc.

NOTE TO REQUIRED SUPPLEMENTAL INFORMATION

June 30, 2011

NOTE A - BUDGETARY BASIS OF ACCOUNTING

1. Budgetary basis of accounting

Annual budgets are adopted for the entire operations and may be amended by the Board of Directors (the "Board"). The budgets presented for fiscal year ended June 30, 2011, have been amended according to Board procedures. Budgets are adopted on the modified accrual basis of accounting. The legal level of budgetary control is the fund level.

Although budgets are adopted for the entire operation, budgetary comparisons have been presented for the general fund and each major fund for which a legally adopted budget exists.

2. Excess of expenses over appropriations

General fund expenses for the Corporation exceeded appropriations during the year ended June 30, 2011 by a total of \$850,171. A significant portion of the excess was related to the construction in progress.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Board of Directors
Four Corners Charter School, Inc.
Kissimmee, Florida

We have audited the financial statements of the governmental activities and each major fund of Four Corners Charter School, Inc., (the "Corporation"), a component unit of the School Board of Osceola County, as of and for the year ended June 30, 2011, which collectively comprise the Corporation's basic financial statements and have issued our report thereon dated October 19, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Corporation's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Corporation's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and other matters

As part of obtaining reasonable assurance about whether the Corporation's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Corporation's management, Board of Directors, others within the entity, the School Board of Osceola County, the State of Florida Office of the Auditor General and other regulatory agencies and is not intended to be and should not be used by anyone other than these specified parties.

October 19, 2011
Melbourne, Florida

Berman Hopkins Wright & LaHam
CPAs and Associates, LLP

MANAGEMENT LETTER

Honorable Board of Directors
Four Corners Charter School, Inc.
Kissimmee, Florida

We have audited the financial statements of Four Corners Charter School, Inc. (the "Corporation"), a component unit of the School Board of Osceola County, Florida as of and for the fiscal year ended June 30, 2011, and have issued our report thereon dated October 19, 2011.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Disclosures in that report, which is dated October 19, 2011, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.850, Rules of the Auditor General, which governs the conduct of the charter school and similar entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditors' report:

- Section 10.854(1)(e)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations made in the preceding annual financial audit report.
- Section 10.854(1)(e)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.
- Section 10.854(1)(e)4., Rules of the Auditor General, requires that we address violations of provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.
- Section 10.854(1)(e)5., Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on the financial statement considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, and (2) deficiencies in internal control that are not significant deficiencies. In connection with our audit, we did not have any such findings.

- Section 10.854(1)(e)6., Rules of the Auditor General, requires the name or official title of the corporation. The official title of the corporation is *Four Corners Charter School, Inc.*, which is a not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes, the Florida Not-For-Profit Act, and Section 1002.33, Florida Statutes.
- Section 10.854(1)(e)2., Rules of the Auditor General, requires a statement be included as to whether or not the corporation has met one or more of the conditions used to determine if a corporation is in a financial emergency, described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that Four Corners Charter School, Inc. did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
- Pursuant to Sections 10.854(1)(e)7.a. and 10.855(10), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor Four Corners Charter School, Inc.'s financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the Corporation's management, Board of Directors, others within the entity, the School Board of Osceola County, the State of Florida Office of the Auditor General and other regulatory agencies and is not intended to be and should not be used by anyone other than these specified parties.

October 19, 2011
Melbourne, Florida

Berman Hopkins Wright & LaHam
CPAs and Associates, LLP

Preceding Year Findings, Recommendations and Other Matters

None noted

Current Year Findings, Recommendations and Other Matters

None noted

BYLAWS

Field Code Changed

OF

**FOUR CORNERS CHARTER SCHOOL, INC.
(A Florida Corporation not-for-profit)**

**ARTICLE 1
POWERS AND PURPOSES**

Section 1.1. Books and Records. (a) The Four Corners Charter School, Inc. (the "Corporation") shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its board of directors (the "Board of Directors") and any committees having any of the authority of the Board of Directors.

(b) All books and records of the Corporation may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the School Boards of the School District of Osceola County, Florida ("OCSB") and the School District of Lake County, Florida ("LCSB") (collectively, the "School Boards") will have access to the books and records of the Corporation.

(c) The Corporation shall prepare or cause to be prepared an annual report on the fiscal affairs and activities of the Corporation and shall submit copies of such reports to the School Boards within 90 days after the end of each fiscal year of the Corporation.

Section 1.2. Rights of School Boards. The OCSB may review and revise the programs and activities of the Corporation at any time and from time to time, and the OCSB shall have all other rights reserved to it in the Articles of Incorporation of the Corporation (the "Articles") and in the resolution of the OCSB ordering the creation of the Corporation.

Section 1.3. Not-for-profit Corporation. The Corporation shall be a not-for-profit corporation, and no part of its earnings remaining after payment of its expenses, bonds, notes, leases or other obligations shall ever inure to the benefit of any individual or private association or corporation, except that, in the event sufficient provision has been made for the full payment of the expenses, bonds, notes, leases and other obligations of the Corporation, any net earnings of the Corporation thereafter accruing shall be paid to OCSB.

Section 1.4. Effect of Articles and Creation Resolution. The affairs of the Corporation shall at all times be conducted in a manner subject to and in compliance with the Articles and the resolution of the OCSB ordering the creation of the Corporation.

Section 1.5. Staff Functions. Staff functions for the Corporation may be performed by the staff of the OCSB under direction of a duly authorized representative of the OCSB subject to payment of any costs of such services by the Corporation as billed from time to time by the OCSB. The Corporation shall make payments as billed therefor from funds available to the Corporation.

**ARTICLE 2
BOARD OF DIRECTORS**

Section 2.1. Powers and Membership. (a) The property and affairs of the Corporation shall be managed and controlled by the Board of Directors and, subject to the restrictions imposed by law, the Articles, these Bylaws and the resolution of the OCSB, the Board of Directors shall exercise all of the powers of the Corporation.

(b) The sole member of the Corporation shall be the OCSB as set forth in Article III of the Articles of Incorporation.

(c) The membership of the Corporation shall not be assignable or otherwise transferable, nor shall any right or interest in such membership be assignable or otherwise transferable.

Section 2.2. Place of Meetings. The Board of Directors may hold its meetings at any place that the Board of Directors from time to time may designate; provided that, in the absence of any such designation, the meeting shall be held at the principal office of the OCSB.

Section 2.3. Annual Meetings. The annual meeting of the Board of Directors of this Corporation shall be held in Osceola County, Florida, during the month of November of each year. The place shall be designated by the President of the Corporation, or whomever he or she appoints. Notice of the annual meeting shall be given by the Secretary/Treasurer to each member of the Board of Directors not less than seven (7) days before the meeting.

Section 2.4. Regular Meetings. Regular meetings of the Board of Directors shall be held following proper public notice at such times and places as shall be designated, from time to time, by resolution of the Corporation.

Section 2.5. Special Meetings. (a) Special meetings of the Board of Directors shall be held whenever called by the President, the Secretary or a majority of the directors then in office or upon advice of or request by the OCSB. At least seven days prior to any special meeting, the Corporation shall notify the School Boards or an authorized representative of the School Boards that such meeting is to be held and the purposes thereof.

(b) The Corporation shall give notice to each director of each special meeting in person or by mail, at least seven days before the meeting. However, such notice to the directors is not required for any special meeting at which all directors then in office are present.

(c) Any matter that may be considered and acted upon at a regular meeting of the Board of Directors may be considered and acted upon at a special meeting unless otherwise indicated in the notice of the special meeting.

Section 2.6. Quorum. A majority of the number of directors constituting the Board of Directors shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law or by

these Bylaws.

Section 2.7. Conduct of Business. (a) At the meetings of the Board of Directors, the matters on the agenda shall be considered in such order as from time to time the Board of Directors may determine.

(b) At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, the Vice President shall preside.

(c) The Secretary shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer, subject to Section 3.1(a) of these Bylaws, may appoint any person to act as Secretary of the meeting.

(d) The business of the Corporation shall be conducted in accordance with the requirements of Section 286.011 and Chapter 119, Florida Statutes.

Section 2.8. Compensation of Directors. Directors as such shall not receive any salary or other compensation for their services, except that they may be reimbursed for their actual expenses incurred in performing such services.

Section 2.9. Removal of Directors by School Board. The OCSB has reserved the right to remove any member of the Board of Directors at any time with or without cause and appoint a replacement for the unexpired term of such member.

Section 2.10. Prior Approval of Indebtedness or Other Obligations. No bonds, notes, leases, or other evidences of indebtedness or other obligations shall be authorized or approved by the Board of Directors without the consent of the OCSB.

Section 2.11. Control of Corporation's Activities. The OCSB has reserved the right, exercisable at any time and in its sole discretion, to alter the structure, organization, programs or activities of the Corporation or to terminate and dissolve the Corporation, subject only to any limitations provided by the respective constitution and laws of the State of Florida or of the United States of America prohibiting the impairment of contracts entered into by the Corporation.

Section 2.12. Membership of the Board of Directors and Terms of Office. The Board of Directors shall consist of five (5) members. Three (3) of these members shall be members of the School Board of Osceola County, appointed by the School Board of Osceola County, and two of whom shall be members of the Lake County School Board appointed by that Board. One of the three Osceola School Board positions on the Board of Directors of Four Corners Charter School shall be an appointed position holding a longer term to insure continuity in the governance of the School. The current Chair of the Osceola School Board shall be the first person to serve a longer term, which will be a four (4) year term effective with the organizational meeting of the School Board to be held in November 2011, and running for four (4) years thereafter. Then, every two (2) years following the initial appointment of the current Chair to a four (4) year term, at the organizational meeting in November, an Osceola School Board Member shall be elected to a four (4) year term. The Osceola School Board Members appointed to a four (4) year term

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on the Board of Directors shall continue to serve on the Board of Directors of the Charter School even if his or her term in office as a School Board Member has expired.¹

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Section 2.13. Ex Officio SAC Member. The School Advisory Committee (SAC) president shall sit on the Board of Directors as a non-voting *ex officio* member and will be recognized and allowed to participate in all meetings of the Board of Directors.

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ARTICLE 3 OFFICERS

Section 3.1. Titles and Term of Office. (a) The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer and such other offices as the Board of Directors from time to time may determine. The offices of Secretary and Treasurer may be combined, and the offices of Vice President and Assistant Secretary (if any) may be combined. In the absence of the Secretary, any officer other than the President may act in the Secretary's place. The term of each office shall be one year.

¹ The current Chair of the Osceola School Board who shall serve the initial four (4) year term shall be the Chair of the School Board of Osceola County serving immediately prior to the organizational meeting of the School Board to be held November 22, 2011.

(b) Each officer shall be elected or appointed by the Board of Directors.

(c) A vacancy in any office shall be filled by election or appointment by the Board of Directors for the unexpired term.

Section 3.2. President. The President shall be the chief executive officer of the Corporation, and, subject to the control of Board of Directors, the President shall be in general charge of the properties and affairs of the Corporation. The President shall preside at the meetings of the Board of Directors. In furtherance of the purposes of the Corporation, the President may sign and execute contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation.

Section 3.3. Vice President. The Vice President shall have such powers and duties as may be assigned by the Board of Directors. The Vice President shall exercise the powers and perform the duties of the President during the President's absence or inability to act, and any action so taken by the Vice President shall be conclusive evidence of the absence or inability of the President to act at the time such action was taken.

Section 3.4. Treasurer. The Treasurer is the custodian of the funds and securities of the Corporation that come into the Treasurer's hands. When necessary or proper, the Treasurer may endorse, on behalf of the Corporation, for collection or payment, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such depository or depositories as have been designated in the manner prescribed by the Board of Directors. The Treasurer may sign all receipts and vouchers for payment made to the Corporation either alone or jointly with such other officer as is designated by the Board of Directors. Whenever required by the Board of Directors, the Treasurer shall render a statement of the Corporation's cash account, and the Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept for that purpose full and accurate amounts of all monies received and paid out on account of the Corporation. The Treasurer shall perform all acts incident to the position of treasurer, subject to the control of the Board of Directors.

Section 3.5. Secretary. (a) The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose and shall attend to the giving and serving of all notices for or on behalf of the Corporation. In furtherance of the purposes of the Corporation, the Secretary may sign with the President in the name of the Corporation and/or attest the signature of the President on contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. The Secretary shall have charge of the Corporation's corporate books and records and such other property of the Corporation as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection upon application at the office of the Corporation during business hours. The Secretary shall perform all duties incident to the office of secretary, subject to the control of the Board of Directors.

(b) An Assistant Secretary may perform any of the duties and exercise any of the authority of the Secretary, subject to the control of the Board of Directors.

Section 3.6. Compensation. Officers as such shall not receive any salary or other

compensation for their services, except that they may be reimbursed for their actual expenses incurred in performing such services.

**ARTICLE 4
PROVISIONS REGARDING ARTICLES OF INCORPORATION
AND BYLAWS**

Section 4.1. When Bylaws Take Effect. These Bylaws shall become effective upon the approval of these Bylaws by the OCSB and the adoption of these Bylaws by the Board of Directors.

Section 4.2. Amendments to Articles and Bylaws. (a) The Articles may be amended as prescribed therein.

(b) These Bylaws may be amended at any time and from time to time by the Board of Directors.

**ARTICLE 5
GENERAL PROVISIONS**

Section 5.1. Principal Office. The principal office of the Corporation shall be located at the principal offices of the OCSB.

Section 5.2. Fiscal Year. The fiscal year of the Corporation shall be the same as the OCSB.

Section 5.3. Seal. The seal of the Corporation shall be as determined by the Board of Directors.

Section 5.4. Resignations. Any director or officer may resign at any time. Such a resignation shall be made in writing directed to the President of the Corporation. A resignation shall take effect at the time specified therein, or, if no time is so specified, at the time of its receipt by the President. The acceptance of a resignation is not necessary to make it effective, unless expressly so provided in the resignation.

**FOUR CORNERS CHARTER SCHOOL
MS. DENISE THOMPSON**

The Board of Directors' School Report

Date: November 29, 2011

I. Enrollment (October)

	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Total Enrollment-Elementary	663	693	688								
Total Enrollment-MS	366	370	365								
Enrollment – Osceola Cty	155	154	154								
Enrollment – Lake County	245	223	221								
Enrollment – Polk County	626	673	665								
Budgeted Enrollment	986	986	986								
% in Attendance	95	97	94								
# of Student Withdrawals	22	17	10								
# of Suspensions	0	0	0								

II. Reasons For Withdrawal:

	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Moving Out of Area	20	17	10								
Curriculum											
Sport/ExtraCurricular											
Transportation/Busing	1										
Uniforms											
Not Satisf w Teacher											
Not Satisf w Adminis											
Volunteer Hours											
Discipline											
Other: Please indicate why:											
1. homebound	1										
2.											
3.											

III. Staffing Update

	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
# of New Staff	10	1	0								
Grade & Subject Area of Open Positions:											
Reasons for Leaving:											
Additions Since Last Report:											

Leadership Training/Leading Edge Update: <i>Participation:</i> <i>Names:</i> <i>Position:</i>	Krista Holycross, Jesi Cartagena Ken Toppin, Jennifer Reagan, Joe Childers, Karima Ezzair. 3 rd Grade Team Lead, Kindergarten Team Lead, Assistant Principal, Curriculum Specialist, Middle School Math, TLC
Other:	

IV. School Update

School Site Visit:	Fidelity check- Nov. 18
Monthly Updates on School Improvement Plan/Strategic Plan <i>Date & Agenda of Last SAC Mtg:</i> <i>Professional Dev Topics for the Month:</i>	SAC October 11 Varying teacher assessments
Other:	
Other:	

V. Facility Update

Cleaning:	General cleaning
Maintenance:	General maintenance
Building:	Painting, waxing
Outdoor Areas:	Lawn care
Other:	

VI. School/PTO/Community Activities (Highlight any school and/or community activities held that would significantly impact the board)

Event: Nutrition Assembly	Nov. 28
Event: Benchmarks	Dec. 6-8
Event:	
Event:	
Event:	
Event:	

VII. Technology

Technology Improvements(new equip; new software; SIS, etc):	SIS Upgrades
Technology Concerns:	
Other:	

VIII. Reports Specific To This Month (This will vary month to month)

Oct.	
Student Enrollment: 1060	Recommits: New Enrollment: 12 Wait List: 430
Other:	

Four Corners HVAC Project - Chronology

Date	Minutes Recap
7/15/2010	CSUSA waiting for blueprints from Haskell to send out for bidding. The Board asked for the bids to be sent for review prior to the next meeting. Roof repair quotes in process. The Board asked for the bids to be sent for review prior to the next meeting.
9/15/2010	CSUSA presented the proposals for the HVAC. The recommendation is for a chilled water system. Clyde Wells will be contacted for input. The Board was not familiar with the roofing vendors that submitted proposals, Clyde Wells will be contacted for input on roofing vendors and additional quotes will be requested.
11/4/2010	CSUSA presented quotes for the design and engineering of the HVAC system. Clyde Wells was in agreement with the selection of Sabiston Engineering as reasonable and justified. Motion was made and approved for Sabiston Engineering. The Board approved the motion to re-roof the building during the HVAC project with a budget of \$300K plus \$50K contingency.
1/25/2011	The new Board reviewed the previous Board's commitment to the HVAC project and how the bids and quotes were handled. Chairperson Hartig commented that she felt SEG was overpriced and other companies in Polk, Lake or Osceola should be looked at. She was leery of some of the bids. She asked that CSUSA send to the Board copies of the bids.
2/22/2011	Madam Chair Hartig and the Board were previously emailed the plans for the HVAC and roofing system which the previous board started. She asked her fellow Board members to consider giving CSUSA oversight on the HVAC and roofing projects and that she trusted their expertise. She asked that CSUSA review the projects and if CSUSA felt that needed additional quotes or not, they could make that decision. Motion made and passed to approve that CSUSA move forward with the HVAC and roofing projects as outlined previously and use their discretion and judgment on vendors, providing the cost not exceed the cost outlined by the previous Board.
4/27/2011	CSUSA reviewed the entire project with the Board. The concept has been approved but the actual budget was not. The current estimates are coming in just below \$2 Million. The project would be completed the Summer 2011. The Board agreed that they would accept the recommendation of CSUSA as to the contractor and trust that they will go with the best bid. Timing to begin the project is critical as the prep work needs to begin now to complete by the start of the new school year. Motion made and passed to approve moving forward with the HVAC/roofing project with the contingency that financing would be researched and the actual funding for the project would be decided after such research is analyzed.
5/17/2011	SPECIAL BOARD MEETING (Sole purpose to discuss HVAC/roofing project and assure that it will be completed by school year 2011/12): The funds for the project would come from the Capital Fund balance and the FCCS, Inc. fund balance. Motion made and passed to approve the HVAC/roofing project in the amount of \$2,176,527.
5/31/2011	SPECIAL BOARD MEETING: Motion passed to approve Development Agreement between the School Board and FCCS, Inc. for the HVAC/roofing project.
6/29/2011	CSUSA, AMSCO and Sabiston Engineering were present and walked the Board through an outline of current construction project, HVAC/roofing. Overall everything is on schedule and the crews are working 7 days a week.
9/8/2011	HVAC/roofing project completed and in working order.
10/25/2011	Request for approval of two change orders (1) Building envelope, (2) Replace 14 bad motors and add speed controllers. Board requested complete review of the HVAC/roofing project.

Four Corners HVAC/Roofing Project Details

Prepared: November 16, 2011

Four Corners HVAC/Roofing Project Details

Contents

Section 1: Purchase Order Attachments

Section 2: Project Related Change Orders

Section 3: Payment Applications

Section 4: Warranty Documentation

Four Corners HVAC/Roofing Project Details

Section 1: Purchase Order Attachments

FOUR CORNERS CHARTER SCHOOL

BILL TO:

Four Corners Charter School

6245 North Federal Highway, 5th FL
Fort Lauderdale, Florida 33308
(954) 202-3500 fax (954) 202-9877

Purchase Order No. FCCS-1011-10156

Date: 05/31/11

PURCHASE ORDER

Vendor				Ship To			
Name	Air Mechanical & Service Corp			Name	Four Corners Charter School		
Address	325 Anchor Road			Address	9100 Teacher Lane		
City	Casselberry	St	FL ZIP 32707	City	Davenport	St	FL ZIP 33837
Phone	407-699-0454			Phone	407-787-4300		

Qty	Units	Description	Unit Price	TOTAL
1		Repairs Full turn-key operations for replacement of existing mechanical system for all three buildings	\$1,674,000.00	\$1,674,000.00


****ALL INVOICES MUST REFLECT PO NUMBER AND****
FOUR CORNERS CHARTER SCHOOL

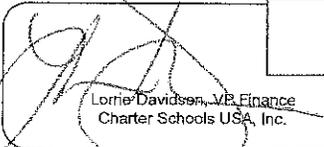
Payment Details

Check
 Cash
 Account No.
 Credit Card

Name _____
 CC # _____
 Exp Date _____

SubTotal	\$1,674,000.00
Shipping & Handling	
State	
Tax Exempt	
TOTAL	\$1,674,000.00

Approvals

Denise Thompson Principal, Four Corners Charter School	 Lorrie Davidson, VR, Finance Charter Schools USA, Inc.	Director of Education Charter Schools USA, Inc
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To replace broken equipment

Notes/Remarks _____

Quote Date _____

Order No. _____

Sales Rep _____

Ship Via _____

SEG# 10021

Four Corners Charter School
HVAC Renovation
April 15, 2011

DOCUMENT 00410 (Revised 4/25/2011)

BID FORM

Project:

Four Corners Charter School
HVAC Renovation
9100 Teacher Lane
Davenport, FL 33897

Owner:

Charter Schools, USA
6245 N. Federal Hwy, 5th Fl
Ft. Lauderdale, FL 33308
Ph: 407-787-4300

Date: 4/15/2011

Submitted by: *Air Mechanical & Service Corp*
(full name)

(full address): *325 Anchor Rd
Casselberry Fl 32707*

1.1 BID PRICE

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents prepared by Sabiston Engineering Group, Inc. for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Price of:

\$ 1,499,000dollars.

We have included the required security Bid Bond as required by the Instructions to Bidders.

All applicable taxes are included in the Bid Price.

VE: Roofing 60 mil Membrane Mechanically attached over entire lot area

Deduct: \$51,752 — Goff-Walker Roofing

1.2 ALTERNATE(S)

A. ALTERNATE 1: BUILDING AUTOMATION SYSTEM INTEGRATOR

- 1. Description: We have included the cost of an ASI Circon (circle one) control system in the Bid Price.
- 2. If the owner chooses to use an ASI Circon (circle one) control system, add \$ 175,000 to the Bid Price.

B. ALTERNATE 2: BAS MONITORING

- 1. Description: Add to the scope the labor and materials for the BAS integrator to provide monitoring services for an additional 1 year.
- 2. ASI: add \$ 0 dollars to the Bid Price.
- 3. Circon: add \$ N/A dollars to the Bid Price.

1.3 BREAKOUT PRICING

A. ROOFING:

- 1. We have included \$ 390,102 in the base price for roofing subcontractor work.

1.4 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of acceptance of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the face value of the security deposit.

1.5 CONTRACT TIME

If this bid is accepted, we will:

Complete the Work in 65 calendar days from Notice to Proceed.

1.6 ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

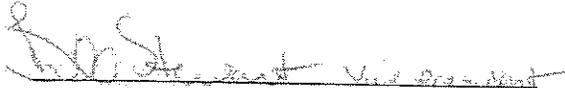
Addendum # 1 Dated 4/27/2011

Addendum # 2 Dated 4/28/2011

1.7 APPENDICES

A List of Subcontractors is appended hereto and identified as Appendix A.

1.8 BID FORM SIGNATURES


(Authorized signing officer, Title)

APPENDIX A - LIST OF SUBCONTRACTORS

The following is the list of Subcontractors referenced in the Bid Form submitted by:

(Bidder) Air Mechanical & Sewer Corp

(Owner) Charles Schools USA

Dated 5/13/2011 and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

WORK SUBJECT	NAME
Roofing	<u>Architectural Sheet Metal Inc</u>
Electrical	<u>Lakeside Electric</u>
Masonry	<u>Central Florida Construction Inc</u>
Ductwork	<u>Air Mechanical & Sewer Corp</u>
Insulation	<u>Ewing Contracting Service</u>
CHW Piping	<u>Air Mechanical & Sewer Corp</u>
Controls	<u>Mission Building Controls</u>

END OF DOCUMENT

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Air Mechanical & Service Corp.
325 Anchor Road Casselberry, FL 32707
as Principal, hereinafter called the Principal, and
Westfield Insurance Company
1 Park Circle, Westfield Center, OH 44251

(Here insert full name and address or legal title of Contractor)

(Here insert full name and address of legal title of Surety)

OH

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto
Charter Schools, USA
6245 N. Federal Hwy, 5th Fl, Ft. Lauderdale, FL 33308

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of
Ten Percent of Amount Bid

Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Four Corners Charter School - HVAC Renovation

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless

Obligee shall, prior to execution of the contract, furnish evidence satisfactory to the Surety of the Obligee's ability to make payment to the Principal
accordance with the terms of the contract.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance
with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety
for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event
of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to
exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of April, 2011

(Witness)

Air Mechanical & Service Corp.
(Principal) (Seal)

By:

(Witness) Rita Lazarides

Westfield Insurance Company
(Surety) (Seal)

By:
John R. Neu, FL
Licensed Agent Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/07/08, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0994782 00

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint:

KEVIN WOJCIOWICZ, GLENN ARVANITIS, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

of ST. PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 07th day of OCTOBER A.D., 2008.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 07th day of OCTOBER A.D., 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 26th day of April A.D., 2011.



Frank A. Carrino
Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)



BILL TO:

Four Corners Charter School

6245 North Federal Highway, 5th FL
Fort Lauderdale, Florida 33308
(954) 202-3500 fax (954) 202-9877

Purchase Order No. FCCS-1011-10155

Date: 04/06/11

PURCHASE ORDER

Vendor

Name Carrier Corp
Address 2000 Park Oaks Ave
City Orlando St FL ZIP 32808
Phone 407-532-7063

Ship To

Name Four Corners Charter School
Address 9100 Teacher Lane
City Davenport St FL ZIP 33837
Phone 407-787-4300

Qty	Units	Description	Unit Price	TOTAL
1		Repairs HVAC Renovations see attached quote	\$310,527.00	\$310,527.00
ALL INVOICES MUST REFLECT PO NUMBER AND FOUR CORNERS CHARTER SCHOOL				

Payment Details

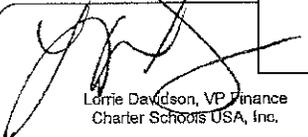
Check
 Cash
 Account No. _____
 Credit Card

Name _____
CC # _____
Exp Date _____

SubTotal	\$310,527.00
Shipping & Handling	
State	
Tax Exempt	
TOTAL	\$310,527.00

Approvals

Denise Thompson
Principal, Four Corners Charter School


Lorrie Davidson, VP Finance
Charter Schools USA, Inc.

Director of Education
Charter Schools USA, Inc.

To replace broken equipment

Notes/Remarks _____

Quote Date _____
Order No. _____
Sales Rep _____
Ship Via _____



Carrier Corporation
 2000 Parks Oaks Ave
 Orlando, FL 32808
 Phone: (407) 532-7063
 Fax: (860) 998-5585

JOB NAME: FOUR CORNERS CHARTER SCHOOL – HVAC RENOVATION

ATTN: FOUR CORNERS CHARTER SCHOOL, INC.

DATE: 5/17/11 QUOTE EXPIRES: 7/17/11 QUOTE #: CSB-1260

QUOTE BASED ON 3-25-11 EQUIPMENT SCHEDULES & SPECIFICATIONS & 3/28/11 ADDENDUM # 1

We propose to furnish the equipment listed below at the prices stated and in accordance with the attached Terms and Conditions of Sale.

QTY DESCRIPTION
1 30RAP-050 AQUASAP AIR-COOLED ROTARY SCROLL LIQUID CHILLER CH-1

INCLUDES:

- **HIGH EFFICIENCY**
- **AHRI STANDARD 550/590 CERTIFIED**
- **ASHRAE 90.1 COMPLIANT**
- Scroll compressors with across-the-line start for each
- Dual independent refrigerant circuits with automatic lead/lag
- Full factory charge of R-410a refrigerant and oil
- ¾" cooler insulation, freeze protection, chilled water flow protection
- Digital scroll compressor with 44 steps of control and unloading to 8% of total unit capacity
- MicroChannel, all aluminum condenser coil construction
- E-coat multi-step electro-coated flexible epoxy with U/V protection on entire condenser coil
- Low sound AeroAcoustic condenser fans
- Architectural louvered condenser coil hail guards
- Single point main power connection – 460/3/60
- Non-fused disconnect switch
- Control power transformer
- 115-volt GFI outlet
- Loss of charge, reverse rotation, thermal overload, high pressure, electrical overload, phase loss, short-cycle protection
- ComfortLink microprocessor controls with 7-day + holiday time schedule
- LON interface to building control system – field wiring to interface by others
- Factory run test with report
- Startup and owner training by factory technician
- 1st year complete unit PARTS & LABOR warranty
- 2nd-5th year compressor parts only warranty

EXCLUDES: Wiring, installation, ext isol, pumps, 1.5" cooler insulation, minimum load control, any item not listed

QTY DESCRIPTION
2 30XA-200 HIGH EFFICIENCY AIR-COOLED ROTARY SCREW LIQUID CHILLER CH-2, 3

INCLUDES:

- **HIGH EFFICIENCY**
- **AHRI STANDARD 550/590 CERTIFIED**
- **ASHRAE 90.1 COMPLIANT**
- Semi-hermetic, rotary twin-screw compressors
- Wye-Delta compressor starters
- Full factory charge of R-134a refrigerant and oil
- Dual independent refrigerant circuits with automatic lead/lag
- Suction line insulation, discharge and liquid line service valves
- 1.5" cooler insulation, freeze protection, chilled water flow protection
- Minimum load control for operation down to 10% capacity
- MicroChannel, all aluminum condenser coil construction
- E-coat multi-step electro-coated flexible epoxy with U/V protection on entire condenser coil
- Inherent hail guard protection due to V-bank coil arrangement

- Single point power connection – 460/3/60
- Non-fused disconnect switch
- Control power transformer
- 115-volt GFI outlet
- Short-cycle, ground current, phase loss, voltage imbalance and reverse rotation protection
- ComfortLink microprocessor controls with 7-day + holiday time schedule
- LON interface to building control system – field wiring to interface by others
- Factory run test with report
- Startup and owner training by factory technician
- 1st year complete unit PARTS & LABOR warranty
- 2nd-5th year compressor parts only warranty

EXCLUDES: Wiring, installation, piping accys, external isolation, pumps, any item not listed

QTY DESCRIPTION

10 39MW AERO OUTDOOR AIR HANDLING UNIT AHU-1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 3.1, 3.2, 3.3, 3.4

INCLUDES:

- Doublewall construction with solid galvanized steel inner & outer panels
- 2" closed-cell insulation with minimum R-value of 13 between panels
- Hinged panels with ¼-turn latches on hand side of access/fan/discharge plenum sections, both sides of filter/mixing box
- Painted exterior with baked enamel finish, meets 500-hr salt spray & 125-hr marine level tests
- Thermal break construction
- Perimeter base rail with lifting lugs
- Sloped roof with standing seams, OA inlet opening (no damper)
- Angle filter/mixing box w/ bottom inlet RA low-leak opposed blade damper, rear opening for OA intake duct connection
- 2" MERV 7 pleated filters – 1 set (1 set of construction filters factory installed)
- Chilled water coil – copper tube/aluminum fin/stainless steel casing/non-ferrous header
- Stainless steel, sloped drain pan and stainless steel coil supports for chilled water coil
- Electric heating coil with step control, separate power connection for heater & motor, disconnect not included
- Plenum fan with internal 2" spring isolation – field installed openings by others
- Forward-curved fan section with internal 2" spring isolation (AHU-2.1, 3.3, 3.4 only)
- Motors shall be NEMA MG-1, inverter-duty rated, premium efficiency, ODP type
- Bearings selected for minimum average life (L-50) of 200,000 hours, lube lines extended to drive side of fan
- Variable pitch v-belt drives with 1.5 service factor
- 24" Access sections between electric heat and fan sections on plenum fan units only
- Discharge plenum with field installed opening by others for plenum fan units only
- Power – 460/3/60
- Shrink-wrapping of entire unit
- 1st year parts only warranty

EXCLUDES: Installation, labor warranty, wiring, starters, motor/electric heat disconnects, VFDs, firestats, fire/smoke dampers, smoke detectors, piping accys, filter gauges, controls, valves, airflow measuring stations, cam lock fasteners, curbs, start-up, electric heat SCR control, any item not listed

LEAD-TIME: Chillers: Standard production lead-time is currently 8 weeks, allow 1-2 days for transit
 AHUs: Standard production lead-time is currently 10 weeks, allow 1 week for transit

PRICING:

TOTAL..... \$310,527.00

FOB: Shipping Point, Freight allowed from factory to first destination unless otherwise noted. Pricing excludes tax.

Sincerely,
Chris Bradford
 Chris Bradford
 Commercial Sales - Orlando
 CARRIER CORPORATION

ACCEPTED BY:
 NAME: Anty Piornc
 DATE: 5-18-11
 P.O. #: FCCS-1011-10155

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE -- EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES-** Payment shall be made 1.25% 10/ net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.
2. **EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
5. **PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. **DELAYS-** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
7. **WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
9. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **CUSTOMER RESPONSIBILITIES (Service Contracts only) -** Customer shall:
 - Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.
11. **EXCLUSIONS-** Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.
12. **EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) -** Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
13. **PROPRIETARY RIGHTS (Service Contracts only)-** During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
14. **LIMITATION OF LIABILITY-** Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.
15. **CANCELLATION-** Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.
16. **CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE -** Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.
17. **CARRIER TERMINATION -** Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
18. **CLAIMS-** Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
19. **GOVERNMENT PROCUREMENTS-** The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.
20. **HAZARDOUS MATERIALS-** Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.
21. **WASTE DISPOSAL -** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
22. **SUPERSEDE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
23. **FOR WORK BEING PERFORMED IN CALIFORNIA:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 28000, Sacramento, California 95826.

FOUR CORNERS CHARTER SCHOOL

BILL TO:

Four Corners Charter School

6245 North Federal Highway, 5th FL
Fort Lauderdale, Florida 33308
(954) 202-3500 fax (954) 202-9877

Purchase Order No. FCCS-1112-10157

Date: 7-Jul-11

PURCHASE ORDER

Vendor	Ship To
Name: The Phoenix Agency, Inc	Name: Four Corners Charter School
Address: 16105 N Florida Ave., Suite B-1	Address: 9100 Teacher Lane
City: Lutz St FL ZIP 33549	City: Davenport St FL ZIP 33837
Phone: 813-908-7701	Phone: 407-787-4300

Qty	Units	Description	Unit Price	TOTAL
HVAC Testing, Balancing & Commissioning				
1		Design Phase	\$1,440.00	\$1,440.00
1		Construction Phase	33,930.00	\$33,930.00
1		Acceptance Phase	2,160.00	\$2,160.00
1		Post Acceptance Phase	1,800.00	\$1,800.00
ALL INVOICES MUST REFLECT PO NUMBER AND FOUR CORNERS CHARTER SCHOOL				

<p>Payment Details</p> <p><input checked="" type="radio"/> Check <input type="radio"/> Cash <input type="radio"/> Account No. _____ <input type="radio"/> Credit Card</p> <p>Name _____ CC # _____ Exp Date _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">SubTotal</td> <td style="text-align: right;">\$39,330.00</td> </tr> <tr> <td style="text-align: right;">Shipping & Handling</td> <td></td> </tr> <tr> <td style="text-align: right;">State</td> <td></td> </tr> <tr> <td style="text-align: right;">Tax Exempt</td> <td></td> </tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">\$39,330.00</td> </tr> </table>	SubTotal	\$39,330.00	Shipping & Handling		State		Tax Exempt		TOTAL	\$39,330.00
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Approvals

<p style="text-align: center;">Denise Thompson Principal, Four Corners Charter School</p>	<p style="text-align: center;">Lemie Davidson, VP Finance Charter Schools USA, Inc.</p>	<p style="text-align: center;">Director of Education Charter Schools USA, Inc</p>
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<p style="text-align: center;">To replace broken equipment</p> <p>Notes/Remarks _____</p>	<p>Quote Date _____ Order No. _____ Sales Rep _____ Ship Via _____</p>
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Four Corners Charter School- Purchase Order Request

User/ Requester Name: Paul Hage Date: 7.6.11 Dept: Operations

Ship to address: _____

Contact Name: Paul Hage Phone number: 954.202.3500

Date required ASAP Explanation of Purchase: Commissioning and T&B of new HVAC system

Vendor Name: The Phoenix Agency, Inc. Vendor Address: _____

Special Instructions: see attached

Estimated cost: \$39,330.00

Quantity	Specifications	Part #	Per Unit Cost
1	See Attachment		\$39,330.00
	This expense is covered in the original approved budget by the FCCS board. AMSCO is not being paid to complete this nor was it in their SOW.	<i>MU</i>	

Authorized signature *[Signature]* Date 7-6-11
 (Director of Projects & Facilities)

Authorized signature *[Signature]* Date 7-12-11
 (VP of Finance)

Authorized signature *[Signature]* Date 7-7-11
 (VP of RAD)

 Date _____
 Orders exceeding \$10,000/ Chief Financial Officer required signature

* Note: If your requirements exceed the space above, the entire listing should be typed on a purchase request continuation form.



THE PHOENIX AGENCY, INC.

May 24, 2011

Don Sabiston
Sabiston Engineering Group, Inc.
339 Kentucky Blue Circle
Apopka, FL. 33308

RE: Four Corners Charter School
HVAC Renovation
HVAC Testing, Balancing & Commissioning
9100 Teacher Lane
Davenport, FL. 33897

Don:

The Phoenix Agency is pleased to provide you with a proposal for the Four Corners Charter School HVAC Renovation project, located in Kissimmee, FL.. Our TAB/Cx price is shown below and includes the scope of services shown on the following pages of this proposal. This pricing is good for sixty (60) days only.

TAB / Cx Pricing

1. Design Phase	\$ 1,440.00
2. Construction Phase	\$ 33,930.00
3. Acceptance Phase	\$ 2,160.00
4. Post Acceptance Phase	\$ 1,800.00
TOTAL	\$ 39,330.00

If this proposal is acceptable, please provide a date, P.O. # and signature in the space provided or if a contract is to be signed, this proposal will need to be attached as exhibit "A".

Sincerely,
THE PHOENIX AGENCY, INC.,

DATE: _____
Sabiston Engineering Group, Inc.

P.O. #

David Smith

Don Sabiston

P:\Proposal Data\2011\Four Corners Charter School HVAC Renovation TAB-Cx Proposal

MEMBER AABC and ACG
LAKE LAUREL EXECUTIVE CENTER
16105 N. FLORIDA AVE., SUITE B-1
LUTZ, FL 33549
(813) 908-7701 extension 11
FAX (813) 908-7501
Dave.smith@thephoenixagency.com



THE PHOENIX AGENCY, INC.

HVAC TESTING, BALANCING AND COMMISSIONING

SCOPE OF SERVICES

Four Corners Charter School

This scope of services is presented to Charter Schools USA, herein after referred to as "The Owner". This scope is inclusive of all necessary services required to complete comprehensive HVAC systems testing, balancing (TAB) and commissioning as set forth in the AABC National Standards and the AABC Commissioning Guidelines, published in 2002.

This process will assure the Owner that the project will function properly, be completed expeditiously, conforms to the design intent, and provides full documentation with accounting and tracking of any deviations that do not meet the Design Intent Documents (DID). The DID consists of the original design objectives, design drawings, project specifications, submittals, field directives clarifying the drawings, change orders, and any industry standards or codes that are referenced in the plans and specifications. This information will be collected and used by the HVAC Commissioning and TAB Agent, and will be the basis for the services provided.

The HVAC Commissioning and TAB services during the project time line will be as follows:

1. Services During Design
 - a) Review design documents for commissioning activities
2. Services During Construction
 - a) Schedule and lead all commissioning meetings, providing minutes and task tracking.
 - b) Review shop drawings, equipment submittal, TAB procedures and report format for conformance with the DID, and any issues affecting the commissioning process.
 - c) Develop the Commissioning Plan
 - d) Update the Commissioning Plan to reflect equipment and controls submittal.
 - e) Integrate the commissioning schedule into the contractor's schedule.
 - f) Provide System Verification Checklist (SVC'S) for the pre-start up report.
 - g) Develop and provide start-up reports and include any manufacturer's start-up requirements for the contractor's equipment start-up.
 - h) Provide a deficiency Issue Tracking Report format. This will identify all deficiencies and track them through completion. This list will become part of the final documentation.
 - i) Provide on-site inspections of the general piping & HVAC installation as it progresses.
 - j) Update the schedule at all commissioning meetings.
 - k) Review completed SVC's completed by the contractor and sign off to release for start-up when completed.
 - l) Witness controls operations, including point-to-point check out of all components.



THE PHOENIX AGENCY, INC.

HVAC Commissioning Scope of Services (continued)
Four Corners Charter School

- m) Provide TAB services in accordance with the requirements of the construction contract documents.
- n) Merge all TAB deficiency issues into the master Issue Resolution Tracking (IRT) format for tracking.
- o) Incorporate all changes and contractor request for information responses by the Engineer into the DID.
- p) Determine when the HVAC systems are ready for the acceptance phase.
- q) Submit final TAB report including schematic diagrams, all test data and the AABC National Performance Guaranty.

3. Services During the Acceptance Phase

- a) Witness the Design Engineer's TAB verification process.
- b) Conduct and witness all functional performance tests. This includes systems, subsystems, interlocks, and interfaces with other systems. The system tests for this project include, but are not limited to:
 - 1) All air handling units tested in the various operating modes. On VAV systems, maximum and minimum conditions will be observed along with the proper tracking of the outside air.
 - 2) VAV boxes will be tested for calibration at maximum and minimum primary airflow setpoints. The heat will be verified along with any intermediate setpoints.
 - 3) Exhaust fan operation will be verified to operate as indicated in the control sequence and interlocks verified.
 - 4) Make-up air fan operation will be verified to operate as indicated in the control sequence and interlocks verified.
 - 5) Chilled water primary and secondary pump sequence will be verified and secondary control setpoint tested.
 - 6) Chillers will be capacity performance tested along with the chiller control sequence and pump operation verified.
 - 7) Chilled water coils will be functionally tested and capacity performance tested.
 - 8) Control sequence of operation will be functionally tested under all modes and for each piece of equipment.
- c) Organize contractor and vendor training of Owner's operating personnel.
- d) Verify all Issue Resolution Tracking items are corrected.
- e) Verify the turnover of all information to the Owner including the videotaped training sessions.



THE PHOENIX AGENCY, INC.

HVAC Commissioning Scope of Services (continued)
Four Corners Charter School

4. Services During the Post-Acceptance Phase
- a) Even though all systems are tested in the acceptance phase, outside load conditions may prevent observing the system at maximum or minimum ambient load. All systems will be tested at these maximum or minimum ambient loads, either during the acceptance or post-acceptance phase.
 - b) During the post-acceptance phase and within 30 days of the completion of the acceptance phase, a final Commissioning and TAB report will be submitted.
 - c) Post-acceptance reports will be submitted as supplemental reports to the final commissioning report.
-



THE PHOENIX AGENCY, INC.

**HVAC EQUIPMENT
Four Corners Charter School**

10 AHU's Performance Testing:

1. Identification/Number.
2. Model & Serial numbers.
3. Cooling coil performance data.
4. Set CHW to specified GPM.
5. Elect heating coil performance data.
6. Motor and drive data.
7. Operating data.
8. Traverse Supply, Return & Outside air at AHU where practical.

1 Fan Coil Performance Testing:

1. Identification/Number.
2. Model & Serial numbers.
3. Coil performance data.
4. Set CHW to specified GPM.
5. Motor and drive data.
6. Operating data.
7. Traverse Supply & Return air at FCU where practical.

2 Split System AC's Performance Testing:

1. Identification/Number.
2. Model & Serial numbers.
3. Cooling coil performance data (if possible).
4. Motor and drive data (if possible).
5. Operating data; fan speed, amperage and voltage (if possible).
6. Static pressure profile (if possible).
7. Read and set Supply & Return air at AHU (if possible).

82 VAV's Performance Testing:

1. Identification/Number.
2. Set VAV for max./min./heating. CFM
3. Test electric heating on VAV's with htg.

1 Kitchen Hood Performance Testing:

1. Identification/Number.
2. Model & Serial numbers on exhaust fan and hoods.
3. Motor and drive data.
4. Operating data.
5. Set hood for Exhaust & Make-Up air by means of traverse.

14 Power Ventilators Performance Testing:

1. Identification/Number.
2. Model & Serial numbers.
3. Motor and drive data.
4. Operating data.
5. Set Exhaust, Purge, Relief air for total scheduled CFM.

Air Distribution Performance Testing:

1. Read, balance & record all supply, return & exhaust inlets and outlets with cfm quantities given on the Mechanical plans.

Continued



THE PHOENIX AGENCY, INC.

HVAC EQUIPMENT (continued) Four Corners Charter School

2 Pump's Performance Testing:

1. Identification/Number.
2. Model & Serial numbers.
3. Motor and drive data.
4. Operating data.
5. Set pumps for specified GPM.

3 Air Cooled Chiller's Performance Testing

1. Identification/Number.
2. Model & Serial numbers.
3. Operating data.
4. Set specified GPM through Chillers.

Miscellaneous Items Included in Pricing:

1. AABC National Project Certification Performance Guarantee.
2. AABC One Year Warranty.
3. Report will include AABC approved data.
4. Two (2) job walk troughs on the project. One at 50% and one at 80%.
5. Plan Review.
6. Observe all equipment and exposed piping for noise, movement of vibrations under normal operating conditions
7. Verification of performance of all equipment and sequence of operation of automatic controls.
8. One (1) pass through project for deficiency items. If any additional trips through the project are needed for deficiency items, it will be billed at \$820.00 per day pulse travel.
9. Diagrams will only be provided if the AutoCAD or pdf drawings are provided, we will insert a layer with inlet and outlet numbering and return with the final report.

NOT INCLUDED IN PRICING

1. Performance and Payment Bonds of any kind.
2. Liquidated Damages of any kind.
3. Witness of duct leakage testing.
4. HVAC Startup forms are to be completed before the start of the test and balance process as noted in section 15995 of the specifications.
5. Mechanical Contractor is responsible to install clean filter media in all units requiring filters and that all temporary filter media is removed from inlets or outlets in a timely fashion, before the Test and Balance process begins.
6. Mechanical Contractor is responsible to replace belts and drives as required for proper balancing.
7. Mechanical Contractor is responsible for opening all manually adjustable dampers and leaving them open before testing is to begin.
8. Mechanical Contractor is responsible to have HVAC systems up and running in full capacity before T&B work is to begin. T&B Agency is not responsible for start-up of any equipment of any kind.
9. The Controls contractor will need to be on site to manipulate there controls during the T&B process or provide the T&B Agency with a hand held or lap top computer with complete software for the control system installed as called for in the specifications.



THE PHOENIX AGENCY, INC.

**Four Corners Charter School
TAB / Commissioning Fee Proposal Breakdown**

Design Phase #1	Item Cost	Unit Pricing
Review design documents.	\$1,440.00	\$90 x 16.0 hrs.
Construction Phase		
Commissioning Meetings.	\$720.00	\$90 x 8.0 hrs.
Develop the Commissioning Plan.	\$1,440.00	\$90 x 16.0 hrs.
Provide on-site inspections of the general piping & HVAC installation as it progresses.	\$720.00	\$90 x 8.0 hrs.
Provide TAB services.	\$31,050.00	\$90 x 345.0 hrs.
Acceptance Phase		
Conduct and witness all functional performance tests.	\$1,080.00	\$90 x 12.0 hrs.
Organize contractor and vendor training of Owner's operating personnel.	\$1,080.00	\$90 x 12.0 hrs.
Post-Acceptance Phase		
Field Testing.	\$1,800.00	\$90 x 20.0 hrs.
TOTAL TAB & COMMISSIONING COST	\$39,330.00	437.0 hrs.

Levels of Technician & hourly rate

Certified Commissioning Authority (CxA)	\$90.00 per hour
Certified Commissioning Technician (CXT)	\$75.00 per hour
AABC Test and Balance Engineer (TBE)	\$85.00 per hour
Certified Technician	\$75.00 per hour
Technician (Other)	\$65.00 per hour
Professional Engineer	\$90.00 per hour
Clerical Support	\$35.00 per hour

Four Corners HVAC/Roofing Project Details

Section 2: Project Related Change Orders

Air Mechanical & Service Corp.
 325 Anchor Road
 Casselberry, FL 32707
 407-699-0454 FAX 407-699-0690

JOB NAME: Four Corners Charter School Hvac Ren.

DATE: 7/20/11

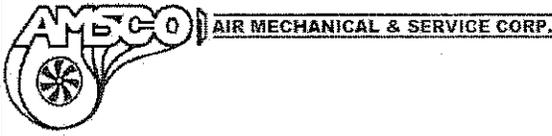
JOB DESCRIPTION: Permit Fees Reimbursement

BY: Fred Bass

LOCATION: Davenport, Fl.

Change Order- 01

	ITEM	QTY	cost	HOURS PER	TOTAL HOURS	TOTAL MATERIAL
Material	PERMIT FEES	1	\$12,255.00		0.0	\$12,255.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
subs					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
			\$12,255.00			\$12,255.00
			PROJECT MANAGEMENT	\$105.00	0.5	\$52.50
			SUPERVISION/ADMIN	\$65.00	1.0	\$65.00
			MATERIAL			\$12,255.00
			LABOR	\$55.00	0.0	\$0.00
			SELF PERFORMED SUB-TOTAL			\$12,372.50
			SELF PERFORMED MARK-UP	0%		\$0.00
			SELF PERFORMED TOTAL			\$12,372.50
			SUB-CONTRACT SUB-TOTAL			\$0.00
			SUB-CONTRACT MARK-UP	7%		\$0.00
			SUB-CONTRACT TOTAL			\$0.00
			CHANGE ORDER SUB-TOTAL			\$12,372.50
			MATERIAL SALES TAX	0%		\$0.00
			BOND	0%		\$0.00
			OVERHEAD & PROFIT	0%		\$0.00
			TOTAL CHANGE ORDER REQUEST			\$12,372.50



summary

This cost was put in the contingency fund and billed for 12,255,00 7-11 billing, a change order ws not sent..

SCHOOL DISTRICT OF OSCEOLA CO

Check: 104837
Date: 7/8/2011
Vendor: 0

Invoice
07/08/11

P.O. Num.

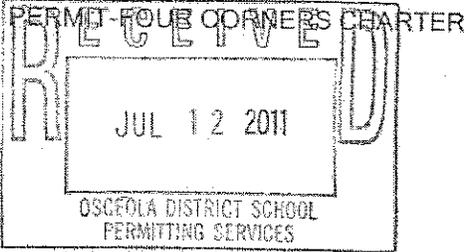
Invoice Amt
12,255.00

Prior
Balance
12,255.00

Retention
0.00

Discount
0.00

Amt. Paid
12,255.00



12,255.00

12,255.00

0.00

0.00

12,255.00

AIR MECHANICAL & SERVICE CORP.

4311 W. IDA STREET
TAMPA, FL 33614
(813) 875-0782

PNC BANK

PNC Bank, N.A. 001
Florida

63-8419/2670

104837

104837

DATE

AMOUNT

7/8/2011

*****12,255.00

THE SUM OF TWELVE THOUSAND TWO HUNDRED FIFTY FIVE DOLLARS AND NO CENTS *****

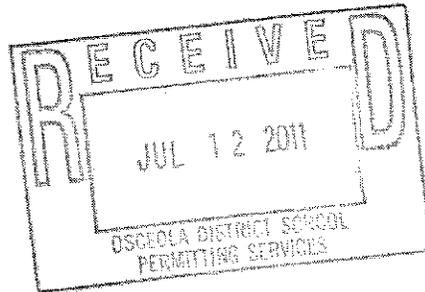
PAY
TO THE
ORDER
OF

SCHOOL DISTRICT OF OSCEOLA CO

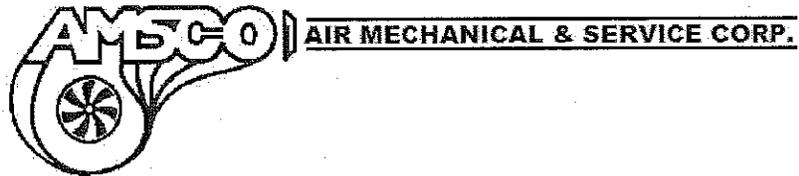
AIR MECHANICAL & SERVICE CORP.

SECURITY FEATURES ENCLOSED. DETAILS ON BACK.

⑈ 104837 ⑈ ⑆ 267084199 ⑆ 1213068847 ⑈



Shara Bollen



July 22, 2011

Mr. Don Sabiston
Sabiston Engineering Group
339 Kentucky Blue Circle
Apopka, FL 32712

**RE: Four Corners Charter School
Change Order 02**

Don,

Sprinkler piping was moved to facilitate the installation of ductwork and chilled water piping in several locations. The invoices and field reports describe where the work was done, when, the materials used, and all costs associated are included with a Change Order worksheet with cost breakdown. The work has been performed and the costs due are \$6,759. Upon approval initial and send back.

Regards,

Fred Bass

Fred Bass
Air Mechanical & Service Corporation
325 Anchor Road
Casselberry, FL 32707
Senior Project Manager
407-699-0454 Bus.
321-354-4000 Cell

**325 Anchor Road
Casselberry, Florida
407-699-0454 Phone
407-699-0690 Fax**

**4311 W. Ida Street
Tampa, Florida 33614
813-875-0782 Phone
813-873-2275 Fax**

**2700 Avenue of the Americas
Englewood, Florida 34224
941-475-3715 Phone
941-475-3725 Fax**

Air Mechanical & Service Corp.
 325 Anchor Road
 Casselberry, FL 32707
 407-699-0454 FAX 407-699-0690

JOB NAME: Four Corners Charter School
Hvac Renovation job # 111012

DATE: 7/20/11

JOB DESCRIPTION: Move sprinkler lines, conflicting with ductwork.

BY: Fred Bass

LOCATION: see back up from Shield Fire Protection

Change Order - 02

	ITEM	QTY	cost	HOURS PER	TOTAL HOURS	TOTAL MATERIAL
Material					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
Subs	Shield Fire Protection	1	invoice 3213 6-21-11		0.0	\$1,301.42
	Shield Fire Protection	1	invoice 3214 6-21-11		0.0	\$1,916.24
	Shield Fire Protection	1	invoice 3223 7-12-11		0.0	\$2,411.01
					0.0	\$0.00
			\$0.00			\$5,628.67
			PROJECT MANAGEMENT	\$105.00	1.0	\$105.00
			SUPERVISION/ADMIN	\$65.00	2.0	\$130.00
			MATERIAL			\$0.00
			LABOR	\$55.00	0.0	\$0.00
			SELF PERFORMED SUB-TOTAL			\$235.00
			SELF PERFORMED MARK-UP	0%		\$0.00
			SELF PERFORMED TOTAL			\$235.00
			SUB-CONTRACT SUB-TOTAL			\$5,628.67
			SUB-CONTRACT MARK-UP	5%		\$281.43
			SUB-CONTRACT TOTAL			\$5,910.10
	<u>Approval signature.</u>		CHANGE ORDER SUB-TOTAL			\$6,145.10
			MATERIAL SALES TAX	0%		\$0.00
			BOND	0%		\$0.00
			OVERHEAD & PROFIT	10%		\$614.51
			TOTAL CHANGE ORDER REQUEST			\$6,759.61



Shield Fire Protection, Inc.
 1239 Mullet Lake Park Rd.
 Geneva, FL 32732
 321-231-5180
 407-349-2048

**Protection
 Bill To:**

Air Mechanical & Service Corp.
 325 Anchor Road
 Casselberry, FL 32707

3095

P1013

Invoice

Number: 3213

Date: June 21, 2011

Ship To:

Kim Lucas
 Air Mechanical & Service Corp.
 325 Anchor Road
 Casselberry, FL 32707

Project	Terms	Service Rep.	PO/ WO
4-Corners Charter	n/15	Jeff Smith	22960

Description	Qty/Hrs.# Bldg	Price/Rate	Amount
Service call dated 6/17/11			
labor	8.00	75.00	600.00
Trip charge	1.00	25.00	25.00
fuel charge	1.00	25.00	25.00
Materials		6.00	
1" cpvc pipe	30.00	2.75	82.50
1" cpvc 90	12.00	3.17	38.04
1x3/4 RC	2.00	5.25	10.50
cement	1.00	20.36	20.36
Saturday Return Service		0.00	
labor	3.00	150.00	450.00
Trip charge	1.00	25.00	25.00
fuel charge	1.00	25.00	25.00
Total			\$1,301.42

Late fees and Finance charges apply on all overdue invoices.

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$1,301.42	\$0.00	\$0.00	\$0.00	\$1,301.42

P1049

4855



Shield Fire Protection, Inc.
1236 Mullet Lake Park Rd.
Geneva, FL 32732
321-231-5180
407-348-2048

Invoice

Number: 3314
Date: June 21, 2011

Protection
Bill To:

Air Mechanical & Service Corp.
325 Anchor Road
Casselberry, FL 32707

PIPE MOVE
K&K5 CHANGE OVER

Ship To:

Kim Lucas
Air Mechanical & Service Corp.
325 Anchor Road
Casselberry, FL 32707

Project	Terms	Service Rep.	PO/ WO
4-Corners Charter	n/15	Jeff Smith	22960

Description	Qty/Hrs./# Bldg	Price/Rate	Amount
service call dated 6/20/11		0.00	
labor	19.00	65.00	1,235.00
trip charge	1.00	25.00	25.00
fuel charge	1.00	25.00	25.00
Materials		0.00	
1" cpvc 90	19.00	3.17	60.23
1" cpvc cap	2.00	2.85	5.70
1" cpvc pipe	60.00	2.75	165.00
1 1/4 cpvc pipe	19.00	3.52	67.30
cement	1.00	20.38	20.38
1x3/4 90	9.00	3.25	29.25
1" cpvc coupling	4.00	3.01	12.04
1 1/4" 90	2.00	4.17	8.34
redion tape	1.00	1.00	1.00
return service 6/21/11			
labor	3.00	75.00	225.00
trip charge	1.00	25.00	25.00

Late fees and Finance charges apply on all overdue invoices.



1291.21
25.00
1316.21

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$3,217.66	\$0.00	\$0.00	\$0.00	\$3,217.66

P2054



Shield Fire Protection, Inc.

1239 Mullet Lake Park Rd.
Geneva, Fl. 32732
321-231-5188
407-349-2048

**Protection
Bill To:**

Air Mechanical & Service Corp.
325 Anchor Road
Casselberry, Fl. 32707

Invoice

Number: 3214

Date: June 21, 2011

Ship To:

Kim Lucas
Air Mechanical & Service Corp.
325 Anchor Road
Casselberry, Fl. 32707

Project	Terms	Service Rep.	PO/WO
4-Corners Charter	n/15	Jeff Smith	22950
Description	Qty/Hrs./# Bldg	Price/Rate	Amount
fuel charge	1.00	25.00	25.00
Total			\$1,916.24

Late fees and Finance charges apply on all overdue invoices.

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$3,217.69	\$0.00	50.00	50.00	\$3,217.69



Shield Fire Protection, Inc.

1239 Mullet Lake Park Rd.
 Geneva, Fl. 32732
 321-231-5180
 407-349-2048

Invoice

Number: 3223

Date: July 12, 2011

**Protection
 Bill To:**

Air Mechanical & Service Corp.
 325 Anchor Road
 Casselberry, Fl. 32707

Ship To:

Kim Incas
 Air Mechanical & Service Corp.
 325 Anchor Road
 Casselberry, Fl. 32707

Project	Terms	Service Rep.	PO/ WO
4-Corners Charter	n/15	Jeff Smith	22960

Description	Qty/Hrs./# Bldg	Price/Rate	Amount
Service Call		0.00	
labor	23.00	65.00	1,495.00
Trip charge	3.00	25.00	75.00
fuel charge	3.00	25.00	75.00
Materials		0.00	
2" fire rated cpvc pipe	15.00	7.50	112.50
2" cpvc elbow	2.00	7.58	15.16
2" slip coupling	2.00	7.25	14.50
1 1/4 cpvc pipe	30.00	3.82	114.60
1 1/4" 90	6.00	4.17	33.36
1 1/4" slip coupling	2.00	2.40	4.80
1" cpvc 90	24.00	3.17	76.08
1" cpvc coupling	6.00	3.01	18.06
1" cpvc pipe	45.00	2.75	123.75
2 1/2" grooved coupling	4.00	12.56	50.24
2 1/2" grooved elbow	4.00	14.85	59.40
2 1/2" sch. 10	21.00	5.83	122.43

Late fees and Finance charges apply on all overdue invoices.

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$5,628.67	\$0.00	\$0.00	\$0.00	\$5,628.67



Shield Fire Protection, Inc.

1239 Mullet Lake Park Rd.
 Geneva, FL 32732
 321-231-5180
 407-349-2048

Invoice

Number: 3223

Date: July 12, 2011

**Protection
 Bill To:**

Air Mechanical & Service Corp.
 325 Anchor Road
 Casselberry, FL 32707

Ship To:

Kim Lucas
 Air Mechanical & Service Corp.
 325 Anchor Road
 Casselberry, FL 32707

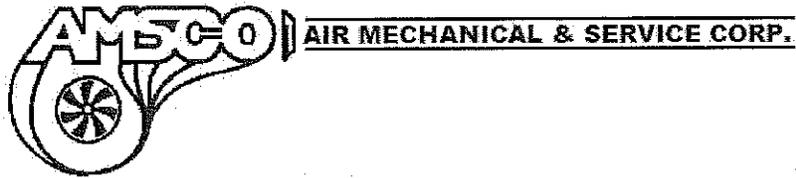
Project	Terms	Service Rep.	PO/ WO
4-Corners Charter	n/15	Jeff Smith	22960

Description	Qty/Hrs./# Bldg	Price/Rate	Amount
cement	1.00	20.38	20.38
Teflon tape	1.00	0.75	0.75

Total \$2,411.01

Late fees and Finance charges apply on all overdue invoices.

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$5,628.67	\$0.00	\$0.00	\$0.00	\$5,628.67



July 27, 2011

Mr. Don Sabiston
Sabiston Engineering Group
339 Kentucky Blue Circle
Apopka, FL 32712

**RE: Four Corners Charter School Repair and relocate Grease trap clean-out
Change Order 03" revised"**

Don,

Attached is a revised Change-Order 03 worksheet with cost breakdown, foreman's labor hour report, Invoice from Ferguson Enterprises for materials, and photos. This was to repair broken piping under the asphalt and to move the clean out, away from the vehicular traffic area. The total cost for this work is: \$ 1777.60 , I revised the material and made a labor adjustment.

Upon approval initial and send back.

Regards,

Fred Bass

Fred Bass
Air Mechanical & Service Corporation
325 Anchor Road
Casselberry, FL 32707
Senior Project Manager
407-699-0454 Bus.
321-354-4000 Cell

325 Anchor Road
Casselberry, Florida
407-699-0454 Phone
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4311 W. Ida Street
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813-873-2275 Fax

2700 Avenue of the Americas
Englewood, Florida 34224
941-475-3715 Phone
941-475-3725 Fax

Air Mechanical & Service Corp.

325 Anchor Road
Casselberry, FL 32707

407-699-0454 FAX 407-699-0690

JOB NAME: Four Corners Charter School

DATE: 7/23/11

Hvac Renovation

JOB DESCRIPTION: Repair broken grease trap plumbing
relocate clean out, out of traffic area.

BY: Fred Bass
job# 111012

LOCATION: rear of Middle School By Dumpster

Change Order - 03

	ITEM	QTY	cost	HOURS PER	TOTAL HOURS	TOTAL MATERIAL
Material	Ferguson Enterprises b-399178				0.0	\$126.00
	Pipe Materials				0.0	\$0.00
					0.0	\$0.00
	Dale M Plumbing Foreman labor				12.0	\$0.00
					0.0	\$0.00
	Jeff P Pumbing Mechanic Labor				12.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
subs					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
			\$0.00			\$126.00
			PROJECT MANAGEMENT	\$105.00	1.0	\$105.00
			SUPERVISION/ADMIN	\$65.00	1.0	\$65.00
			MATERIAL			\$126.00
			LABOR	\$55.00	24.0	\$1,320.00
			SELF PERFORMED SUB-TOTAL			\$1,616.00
			SELF PERFORMED MARK-UP	0%		\$0.00
			SELF PERFORMED TOTAL			\$1,616.00
			SUB-CONTRACT SUB-TOTAL			\$0.00
			SUB-CONTRACT MARK-UP	5%		\$0.00
			SUB-CONTRACT TOTAL			\$0.00
			CHANGE ORDER SUB-TOTAL			\$1,616.00
			MATERIAL SALES TAX	0%		\$0.00
			BOND	0%		\$0.00
			OVERHEAD & PROFIT	10%		\$161.60
			TOTAL CHANGE ORDER REQUEST			\$1,777.60

Rev. 7/27/11
AB

FOREMAN'S REPORT



AIR MECHANICAL & SERVICE CORP.
 325 Anchor Road
 Casselberry, Florida 32707
 Phone (407) 699-0454

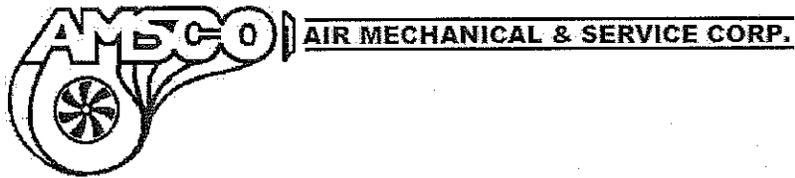
DATE: 7/15/2011	JOB # 111012
JOB NAME: Four Corners Charter Middle School	
LOCATION: 9100 Tracher Lane DAVENPORT FL 33897	
WEATHER: SUNNY Muggy	

DESCRIPTION OF WORK PERFORMED
 Dug up old 4" clean-out in front of dumpster, found cracked 4" pvc 90° + cracked 4" pvc combo. Replaced 4" clean-out to grassy area, Replaced 4" pvc 90° + 4" pvc combo. Poured concrete around clean-out. Filled ditch back in, concrete patch in asphalt in front of dumpster where old clean-out was

MATERIALS / SUPPLIES	QUANTITY

LABOR			STANDARD HOURS	OVERTIME HOURS
DATE	CLASS	EMPLOYEE NAME		
7/07		Dale Meccanillo	4	
7/07		Jeff Pasko	4	
7/14		Dale Meccanillo	8	4
7/14		Jeff Pasko	8	4
7/15		Dale Meccanillo	4	
7/15		Jeff Pasko	4	
TOTAL HOURS				

SUB CONTRACTORS	HOURS



August 02, 2011.

Mr. Don Sabiston
Sabiston Engineering Group
339 Kentucky Blue Circle
Apopka, FL 32712

**RE: Four Corners Charter School RTU 3.2 extra crane charges.
Change Order 04**

Don,

Attached is a Change-Order 04 worksheet with cost breakdown and the Invoice from Crane Rental Inc; for delivery and operation of the Crane to install on the roof RTU3.2 This RTU was 2 weeks late, it was confirmed to be here 7-22 when we had the Crane onsite to lift the other RTU units. It did not arrive until 7-28 at 12 noon The Crane required to lift RTU 3.2 has an 8hr. minimum with set up and delivery and pickup charges. Had the unit been onsite when it was supposed to be, the Crane was here. This is an issue with Carrier. The total cost for the Crane is \$ 3,010.00 the work has been done.

Upon approval initial and send back.

Regards,

Fred Bass

Fred Bass
Air Mechanical & Service Corporation
325 Anchor Road
Casselberry, FL 32707
Senior Project Manager
407-699-0454 Bus.
321-354-4000 Cell

**325 Anchor Road
Casselberry, Florida
407-699-0454 Phone
407-699-0690 Fax**

**4311 W. Ida Street
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813-873-2275 Fax**

**2700 Avenue of the Americas
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941-475-3715 Phone
941-475-3725 Fax**

Air Mechanical & Service Corp.
 325 Anchor Road
 Casselberry, FL 32707
 407-699-0454 FAX 407-699-0690

JOB NAME: FOUR CORNERS CHARTER SCHOOL

DATE: 8/1/11

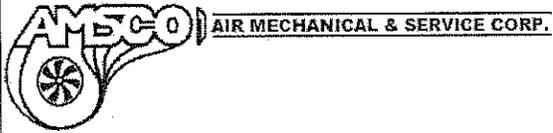
JOB DESCRIPTION: EXTRA CRANE TIME

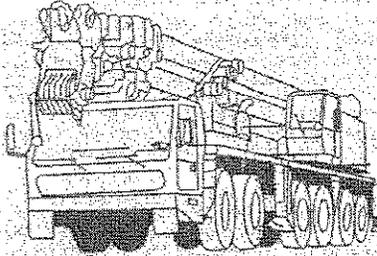
BY: FRED BASS

LOCATION: RTU 3.2 CRANE SET UNIT

CHANGE ORDER 04

	ITEM	QTY	cost	HOURS PER	TOTAL HOURS	TOTAL MATERIAL
Material	CRANE 100 TONS	1			0.0	\$2,840.00
	WITH OPERATOR , RIGGER				0.0	\$0.00
	IN AD OUT FEES 8HR MINIMUM				0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
Subs			\$0.00			\$2,840.00
			PROJECT MANAGEMENT	\$105.00	1.0	\$105.00
			SUPERVISION/ADMIN	\$65.00	1.0	\$65.00
			MATERIAL			\$2,840.00
			LABOR	\$55.00	0.0	\$0.00
			SELF PERFORMED SUB-TOTAL			\$3,010.00
			SELF PERFORMED MARK-UP	0%		\$0.00
			SELF PERFORMED TOTAL			\$3,010.00
			SUB-CONTRACT SUB-TOTAL			\$0.00
			SUB-CONTRACT MARK-UP	7%		\$0.00
			SUB-CONTRACT TOTAL			\$0.00
			CHANGE ORDER SUB-TOTAL			\$3,010.00
			MATERIAL SALES TAX	0%		\$0.00
			BOND	0%		\$0.00
			OVERHEAD & PROFIT	0%		\$0.00
		TOTAL CHANGE ORDER REQUEST			\$3,010.00	





"We Sell Nothing But Service"

CRANE RENTAL CORPORATION

HEAVY HAULING • RIGGING • CRANES

CRANE RENTAL SUBCONTRACT

(407) 277-5000 • FAX (407) 281-8979
email: info@cranerental.com • www.cranerental.com

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15 to 550 Tons
- CRAWLER CRANES
80 to 2535 Tons
- MAX-ER®
- LUFFING JIBS
- ROUGH TERRAIN
CRANES to 130 Tons
- TOWER CRANES
- HEAVY HAULING
& RIGGING
- GOLDFOPERS
- RIGGERS
- GANTRIES to 700 Tons
- JACK-N-SLIDE
- ALTERNATIVE
LIFTING TOWERS
- STORAGE YARD

Job or PO No. 46325 Date 7/28/11
 Customer (Lessee) Air Mech Serv. Corp
 Hoisting as directed at Four Corners Charter School
 Crane/Equip. No. 207 Capacity 100T Boom Length _____

CRANE TIME		HOURS
Item 1 — Travel Time	<u>9:00</u> to <u>9:30</u>	<u>1/2</u>
Item 2 — Job Time	<u>9:30</u> to <u>11:30</u>	<u>3</u>
2A — Lunch Deduct <input type="checkbox"/> No Lunch <input type="checkbox"/>		
Item 3 — Return Travel	<u>11:30</u> to <u>12:00</u>	<u>1/2</u>
Item 4 — Regular Hours	_____ to _____	
Item 5 — Overtime Hours	_____ to _____	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> O.T. is in effect after 8 hrs. per day, prior to 6:00 a.m., after 4:30 p.m. and on weekends. O.T. Premium is doubled for Holiday Work. </div>		Total Hours <u>3hrs min</u>
		Approved By <u>[Signature]</u>

- Buckets
 Rigging
 Delivery
 Pickup
 Block Forks
 Man Basket
 Spreader Bar
 Fuel (Gallons: _____)

TERM JOB RECAP / NOTES / OTHER

Rigger

HOURS OR CHARGE (minimums apply)

4hrs
[Signature]



CRANE RENTAL SUBCONTRACT: Crane Rental Corporation (CRC), the crane company, is a subcontractor working on a common project with the Customer (Lessee). The terms and conditions below and on the reverse side of this subcontract document govern the work.

Customer accepts full responsibility and liability for all property damages and all personal injury occurring while work is done under customer's direction. Insurance and fuel surcharges may apply.

Terms: Net due upon receipt. All accounts outstanding after 30 days will be subject to interest charges at 1.5% per month on the unpaid balance. Accounts outstanding after 60 days are likely to be placed on COD until payment is received or other arrangements have been made with CRC. Customer will be responsible for all attorneys' fees, costs, and interest should collection become necessary. Charges under this agreement are due regardless of whether customer has received payment from the party with whom Customer contracted.

Customer, by signing below, indicates (s)he has read, understands, and accepts the CRC Subcontract Terms and Conditions above and on the reverse side of this page and that (s)he is authorized to sign for the Customer.

Agreement Accepted: [Signature] Printed Name of Customer: _____
 For Customer By: _____ Operator: [Signature]
 No 183018

Main Location: 170 N. Goldenrod Rd. • Orlando, FL 32807 • 407-277-5000 • Fax 407-281-8979
 Branch Location: 2415 Waverly Barn Rd. • Davenport, FL 33897 • 863-420-7900 • Fax 863-420-8045

Selling "Nothing But Service" For Over 50 Years.

CRANERENTAL CORPORATION

HEAVY HAULING-RIGGING-CRANES

170 N. Goldenrod Road - Orlando, FL 32807
p 407-277-5000 ~ f 407-281-8979 ~ 800-368-8956
E-MAIL: info@cranerental.com
www.cranerental.com

Air Mechanical & Service Corp.
325 Anchor Road
Casselberry, FL 32707

Invoice 47752
Invoice Date: Friday, July 29, 2011
Customer: AIRMEC
Job No: 46325-OR
Job Site: Four Corners Charter School
Teachers Lane
Davenport, FL

Salesperson : Gary Shelton

Ordered By : Fred Bass

Terms : Net 15

Customer P.O. No : FCCS-1011-10156

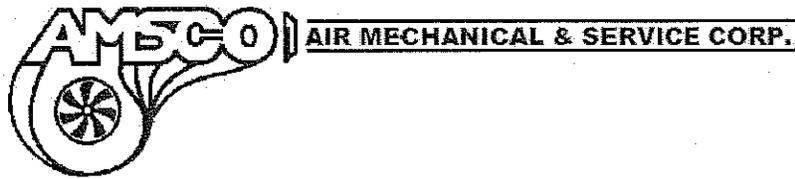
Work Performed : Hoisting as Directed. W/O # 183018

Date	Description	Unit No	Qty	Unit Meas	Rate	Extension
7/28/2011	100 Ton HTC w/operator	C277	8.00	Hours	\$245.00	\$1,960.00
	Tractor W/Trailer(s) - Haul counterweights to & from job.		2.00	Each	\$300.00	\$600.00
	Rigger		4.00	Hours	\$70.00	\$280.00

Total Invoice : \$2,840.00

Please review this invoice upon receipt. Any questions or concerns must be communicated to Martha Kirby at 407.472.7814 or mkirby@cranerental.com within 10 days of receipt of invoice in order to be considered.

Selling "Nothing But Service" for Over 45 Years



August 11, 2011

Mr. Don Sabiston
Sabiston Engineering Group
339 Kentucky Blue Circle
Apopka, FL 32712

**RE: Four Corners Charter School Extra Fire Alarm Work
Change Order 05**

Don,

Attached is a Change-Order 05 worksheet with cost breakdown with the Invoice from Dynafire Fire Alarm Contractor. This work was needed as the conduit and raceways had to be changed due to the ductwork drops in conflict with the fire alarm. I have given them notice to proceed. The total cost being \$1,098.20

Upon approval initial and send back.

Regards,

Fred Bass

Fred Bass
Air Mechanical & Service Corporation
325 Anchor Road
Casselberry, FL 32707
Senior Project Manager
407-699-0454 Bus.
321-354-4000 Cell

325 Anchor Road
Casselberry, Florida
407-699-0454 Phone
407-699-0690 Fax

4311 W. Ida Street
Tampa, Florida 33614
813-875-0782 Phone
813-873-2275 Fax

2700 Avenue of the Americas
Englewood, Florida 34224
941-475-3715 Phone
941-475-3725 Fax

Air Mechanical & Service Corp.
 325 Anchor Road
 Casselberry, FL 32707
 407-699-0454 FAX 407-699-0690

JOB NAME: FOUR CORNERS CHARTER SCHOOL

DATE: 8/4/11

JOB DESCRIPTION: EXTRA FIRE ALARM WORK

BY: FRED BASS

LOCATION: PRE-K AND K BLDGS

CHANGE ORDER 05

	ITEM	QTY	cost	HOURS PER	TOTAL HOURS	TOTAL MATERIAL
Material					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
subs	DYNAFIRE FIRE ALARM EXTRA WORK				0.0	\$984.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
			\$0.00			\$984.00
			PROJECT MANAGEMENT	\$105.00	0.0	\$0.00
			SUPERVISION/ADMIN	\$65.00	1.0	\$65.00
			MATERIAL			\$0.00
			LABOR	\$55.00	0.0	\$0.00
			SELF PERFORMED SUB-TOTAL			\$65.00
			SELF PERFORMED MARK-UP	0%		\$0.00
			SELF PERFORMED TOTAL			\$65.00
			SUB-CONTRACT SUB-TOTAL			\$984.00
			SUB-CONTRACT MARK-UP	5%		\$49.20
			SUB-CONTRACT TOTAL			\$1,033.20
			CHANGE ORDER SUB-TOTAL			\$1,098.20
			MATERIAL SALES TAX	0%		\$0.00
			BOND	0%		\$0.00
			OVERHEAD & PROFIT	0%		\$0.00
			TOTAL CHANGE ORDER REQUEST			\$1,098.20





DynaFire

Specialists in Fire Alarm Systems -
Knowledge, Reliability
And Timely Service

Corporate Office
DynaFire, Inc.
109B Concord Dr.
Casselberry, FL 32707
407-830-6500
407-831-1347 fax

Brevard Office
DynaFire, Inc.
2620 Aurora Rd Unit L
Melbourne, FL 32935
321-421-6575
321-421-6576 fax

Change Order Document (08-04-11)

TO: Air Mechanical & Service Corp.

ATTN: Lance/Fred

FROM: DynaFire, Inc.

RE: Four Corners Charter School – FA Raceway Renovations

According to electrician's onsite and Richard with DynaFire, there were Fire Alarm raceways in the PreK and K5 Buildings' that need to be "altered" to accommodate some new AHU's. This will require additional fire alarm work to be done that is an addition to DynaFire's original scope of work. See below DynaFire's costs and scope details in order maintain the fire alarm system wiring after the raceway alterations are completed:

- Approximately 300 feet of 14 gauge THHN fire alarm cable
- Approximately 50 feet of 18-2 FPLR fire alarm cable
- All associated labor for installing the associated wire and testing of the system once completed.

Price for all work listed below: **\$984.00**

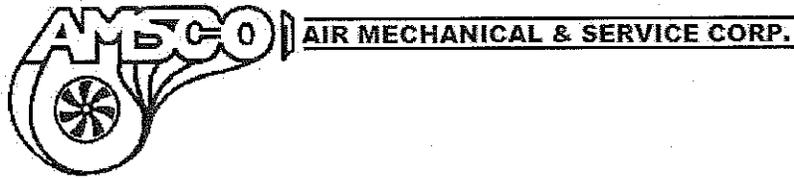
Thank you for the opportunity to provide you with this information, please call me if you have any questions.

Sincerely,
Luke

luke.geary@dynafire.us
(321) 948-3617 cell

EF License:
20000528
NICET IV:
99907
Florida PE:
26483

Accepted: _____ Date: _____



August 29, 2011

Mr. Don Sabiston
Sabiston Engineering Group
339 Kentucky Blue Circle
Apopka, FL 32712

**RE: Four Corners Charter School MS Duct Modifications Return Air
Change Order 06**

Don,

Attached is a Change-Order 06 worksheet with cost breakdown with the Invoice from Black's Supply for some of the materials ,round duct. This work was performed off of your sketch you provided. The work has been performed with the total costs being: \$2162.67.

Upon approval initial and send back.

Regards,

Fred Bass

Fred Bass
Air Mechanical & Service Corporation
325 Anchor Road
Casselberry, FL 32707
Senior Project Manager
407-699-0454 Bus.
321-354-4000 Cell

325 Anchor Road
Casselberry, Florida
407-699-0454 Phone
407-699-0690 Fax

4311 W. Ida Street
Tampa, Florida 33614
813-875-0782 Phone
813-873-2275 Fax

2700 Avenue of the Americas
Englewood, Florida 34224
941-475-3715 Phone
941-475-3725 Fax

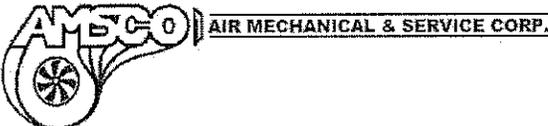
Air Mechanical & Service Corp.
 325 Anchor Road
 Casselberry, FL 32707
 407-699-0454 FAX 407-699-0690

JOB NAME: FOUR CORNERS CHARTER SCHOOL DATE: 8/29/11

JOB DESCRIPTION: Duct Modifications MS Return Air BY: FRED BASS

LOCATION: Middle School CHANGE ORDER 06

	ITEM	QTY	cost	HOURS PER	TOTAL HOURS	TOTAL MATERIAL
Material	duct materials per attached quote				32.0	\$199.69
	misc materials				0.0	\$35.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
subs					0.0	\$0.00
					0.0	\$0.00
			\$0.00			\$234.69
			PROJECT MANAGEMENT	\$105.00	0.0	\$0.00
			SUPERVISION/ADMIN	\$65.00	1.0	\$65.00
			MATERIAL			\$234.69
			LABOR	\$55.00	32.0	\$1,760.00
			SELF PERFORMED SUB-TOTAL			\$2,059.69
			SELF PERFORMED MARK-UP	0%		\$0.00
			SELF PERFORMED TOTAL			\$2,059.69
			SUB-CONTRACT SUB-TOTAL			\$0.00
			SUB-CONTRACT MARK-UP	5%		\$0.00
			SUB-CONTRACT TOTAL			\$0.00
			CHANGE ORDER SUB-TOTAL			\$2,059.69
			MATERIAL SALES TAX	0%		\$0.00
			BOND	0%		\$0.00
			OVERHEAD & PROFIT	5%		\$102.98
			TOTAL CHANGE ORDER REQUEST			\$2,162.67



Blacks Supply, Inc.

1206 W. Pine Street

Orlando, FL 32805

PH (407) 422-0181 Fax (407) 423-5980

Toll Free (800) 654-0847

SALES QUOTE

Sales Quote Number: SQ-391719

Sales Quote Date: 08/29/11

Page: 1

Sell

To: AIR MECHANICAL & SERVICE
CORP
WARREN L. BYERS
325 ANCHOR RD
CASSELBERRY, FL-32707

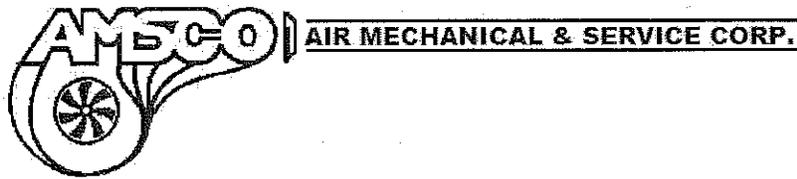
Ship

To: AIR MECHANICAL & SERVICE
CORP
WARREN L. BYERS
325 ANCHOR RD
CASSELBERRY, FL-32707

Customer ID AIR19

Ship Via

Item No.	Description	Unit	Quantity	Unit Price	Total Price
#101-1226	12"x5' Snaplock Pipe 26 ga.	Each	20	2.52	50.40
#101-1426	14"x5' Snaplock Pipe 26ga	Each	20	2.85	57.00
#111-1226	12" 90' Elbow 26 ga.	Each	6	5.87	35.22
#111-1426	14" 90' Elbow 26 ga	Each	7	7.23	50.61
ETSTS-12	12" Collar 1-1.5 FG	Each	2	1.51	3.02
ETSTS-14	14" Collar 1-1.5 FG	Each	2	1.72	3.44
Amount Subject to Sales Tax					199.69
Amount Exempt from Sales Tax					0.00
Subtotal:					199.69
Invoice Discount:					0.00
Sales Tax:					12.99
Total:					212.68



September 14, 2011

Mr. Don Sabiston
Sabiston Engineering Group
339 Kentucky Blue Circle
Apopka, FL 32712

**RE: Four Corners Charter School Mechanical Room add: exit sign, door hardware.
Change Order 09**

Don,

Attached is a Change-Order 09 worksheet with cost breakdown with quotes from, Lakeside Electric, All Good Commercial Door & Glass Corp., for materials and labor hours. Per our phone conversation we are proceeding, The Electrical portion has been done, I am directing the door installer today to do his portion. I am adding this Change Order to Pay Application #4 in full. The total cost being \$2,157.49

Upon approval initial and send back.

Regards,

Fred Bass

Fred Bass
Air Mechanical & Service Corporation
325 Anchor Road
Casselberry, FL 32707
Senior Project Manager
407-699-0454 Bus.
321-354-4000 Cell

325 Anchor Road
Casselberry, Florida
407-699-0454 Phone
407-699-0690 Fax

4311 W. Ida Street
Tampa, Florida 33614
813-875-0782 Phone
813-873-2275 Fax

2700 Avenue of the Americas
Englewood, Florida 34224
941-475-3715 Phone
941-475-3725 Fax

Air Mechanical & Service Corp.

325 Anchor Road
 Casselberry, FL 32707
 407-699-0454 FAX 407-699-0690

JOB NAME: FOUR CORNERS CHARTER SCHOOL

DATE: 9/14/11

JOB DESCRIPTION: ADDITIONAL MECHANICAL ROOM WORK

BY: FRED BASS

LOCATION: Mechanical/Pump Room

CHANGE ORDER 09

	ITEM	QTY	cost	HOURS PER	TOTAL HOURS	TOTAL MATERIAL
Material					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
					0.0	\$0.00
subs	ALL GOOD COMMERCIAL DOORS				0.0	\$1,325.00
	LAKESIDE ELECTRIC				0.0	\$520.00
					0.0	\$0.00
					0.0	\$0.00
			\$0.00			\$1,845.00
			PROJECT MANAGEMENT	\$105.00	0.5	\$52.50
			SUPERVISION/ADMIN	\$65.00	1.0	\$65.00
			MATERIAL			\$0.00
			LABOR	\$55.00	0.0	\$0.00
			SELF PERFORMED SUB-TOTAL			\$117.50
			SELF PERFORMED MARK-UP	0%		\$0.00
			SELF PERFORMED TOTAL			\$117.50
			SUB-CONTRACT SUB-TOTAL			\$1,845.00
			SUB-CONTRACT MARK-UP	5%		\$92.25
			SUB-CONTRACT TOTAL			\$1,937.25
			CHANGE ORDER SUB-TOTAL			\$2,054.75
			MATERIAL SALES TAX	0%		\$0.00
			BOND	0%		\$0.00
			OVERHEAD & PROFIT	5%		\$102.74
			TOTAL CHANGE ORDER REQUEST			\$2,157.49





2204 Griffin Road - Leesburg, FL 34748
 Phone: (352) 360-0650 - Fax: (352) 360-0970

Request for Proposal

Date: 9/8/2011

Project Name	Four Corners
---------------------	---------------------

Please review the following change requests and provide directive as needed.

#	Description	Price	Approved		Comments
			Y	N	
001	Add Emergency light in Mechanical rm.	\$520.00	<input type="checkbox"/>	<input type="checkbox"/>	This includes all material and labor.

Due to the instability of the commodity markets, if in the event that, during the performance of this proposal, the price of commodities suffer significant increases (5% or more) through no fault of our own, the price of this quotation shall be equitably adjusted by an amount reasonably necessary to cover any such significant price differences. Therefore, we ask that you contact our office to confirm current pricing prior to issuing the electrical sub-contract or notice to proceed. We expressly apologize for this inconvenience.

Accepted By _____

Date _____

TERMS:

I, the undersigned, hereby agree that a finance charge of 1.5% per month will be added to any unpaid balance over 30 days after the invoice date. I also agree that, in the event that my account is not paid in full within 30 days and my account is placed with an attorney for collection, I will pay all reasonable costs of collection, including reasonable fees and expenses and court costs.

Request for Proposal

ALL GOOD COMMERCIAL DOOR & GLASS CORP.

411 Clear Lake Road Cocoa, Florida 32922

Phone: (321) 637-7003

Fax: (321) 637-7001

PROPOSAL CONTRACT

To: AIR MECH. PROJECT: 4 CONERS
ATTN: FRED DATE: 09-08-2011

We propose to furnish the following material based on the terms and conditions set forth below.

2 EA. SVR. EXIT DEVICES ONE WITH O/S LEVER TRIM
1 EA. CLOSER

REMOVE EXISTING HARDWARE AND INSTALL ABOVE

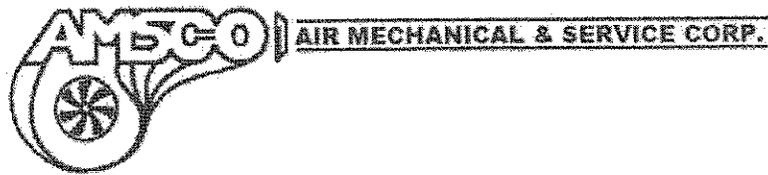
MATERIAL PRICE	\$1,250.00	
TAX		75.00
TOTAL	\$ 1,325.00	

*** I CAN HAVE LEE ON SITE TOMORROW IF I HEAR FROM YOU BY NOON
TODAY

We propose to furnish all material exactly as shown on invoice ticket. Check and verify size, description, swing, quantity and all other information listed. All orders are subject to credit approval. Quote is good for twenty days. This order is legal and binding when signed by the purchaser and is subject to 15% cancellation charge. Special order goods will require a 50% deposit prior to ordering and cannot be returned. No goods can be returned without prior written authorization and are subject to restocking fee, unless approved in writing by us.

ACCEPTED BY: _____ DATE: _____

QUOTE BY: JOHN MOORE,



September 26, 2011

Mr. Don Sabiston
Sabiston Engineering Group INC.
339 Kentucky Blue Cr.
Apopka, FL 32712

**RE: Four Corners Charter School Speed Controls for existing Exhaust Fans, replace failed fan motors
Change Order 10 Revised**

Don,

Attached is Change Order 10 proposal by our service department for the above referenced work. To procure replace the motors, procure and install the speed controls. The total cost being: \$10,048.00

Please advise as to proceed.

Regards,

Fred Bass

Fred Bass
Senior Project Manager
Air Mechanical & Service Corporation
325 Anchor Road
Casselberry, FL 32707
Senior Project Manager
407-699-0454 Bus.
321-354-4000 Cell

325 Anchor Road
Casselberry, Florida
407-699-0454 Phone
407-699-0690 Fax

4311 W. Ida Street
Tampa, Florida 33614
813-875-0782 Phone
813-873-2275 Fax

2700 Avenue of the Americas
Englewood, Florida 34224
941-475-3715 Phone
941-475-3725 Fax



AIR MECHANICAL & SERVICE CORP.
 325 Anchor Rd.
 Casselberry, FL 32707
 P. 407-699-0454 F. 407-699-0690

Note:

PROPOSAL

① Fans \$8,209.03

② Speed Controllers \$1,838.97

Date: _____
 Proposal Submitted to: _____
 Attention: _____

9-26-11
 FRED BASS
 Dan Sabistad

Air Mechanical & Service Corporation proposes to complete the following:

Miss. A.D. MTR'S \$ 33 SPEED CONTROL'S

The above work will be performed during the following hours listed below:

- 7:00 AM to 4:30 PM Monday - Friday
- Weekends
- After Hours

Work Excludes the following:

- Electrical
- Concrete
- Painting & Patching Drywall
- Roofing
- Controls

Scope of Work:

INSTALL 39 SPEED CONTROL'S & 14 DIRECT DRIVE MTR'S

We hereby propose to furnish material and labor - complete in accordance with the above specifications for the sum of:

10,048.00 with payments be made as follows: NET 30

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

Respectfully submitted by: _____
 Vinnie Naffeo, Service Manager
 Cell Phone: 321-231-0371

Note: This proposal may be withdrawn by us if not accepted within _____ days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Acceptance of Proposal

Signature _____ E-mail Address: _____

Date of Acceptance _____

Ewing's Contracting Services, Inc.

537 Strathelyde Court
Apopka, FL 32712

Proposal

Phone 321-229-7408
Fax 407-880-8313

September 19, 2011

To: Sabiston Engineering
Attn: Don Sabiston
Job Name: Four Corners Charter School
Location: Davenport, FL

Ewing's Contracting is pleased to submit the following proposal to perform the insulation requirements at the above-mentioned project in accordance with the following scope of work based off of site inspection.

Scope of Work & Proposed Price of Job

Board: 1" Thick board insulation provided and installed by ECS at roof deck in 2 areas (Pre K and K-5) to establish vapor barrier in order to prevent condensation. Price includes 2,650 sq. ft. of insulation secured into place with glue pins and washers. All seams will be taped with FSK tape. Price also includes replacing the damaged ceiling tiles and cleaning the stained light fixtures in just these areas.

Exclusions: Any work not mentioned above including any additional square feet of insulation.

Total Proposed Price of Job: \$9,100

Thank you for choosing Ewing's Contracting Services, Inc.

Estimator: James Ewing

Approved By: _____

Approval Date: _____

Note: Tentative CO 11

Four Corners HVAC/Roofing Project Details

Section 3: Payment Application

TO OWNER: FOUR CORNERS CHARTER SCHOOL, PROJECT: FOUR CORNERS CHARTER SCHOOL, APPLICATION NO.: _____
 6245 N. FEDERAL HWY, 5TH FLOOR, HVAC RENOVATION, PERIOD TO: 1 OWNER
 FT. LAUDERDALE, FL 33308, 9100 TEACHER LANE, PROJECT NOS.: 6/30/11 ARCHITECT
 DAVENPORT, FL 33897, CONTRACTOR: CONTRACTOR

FROM CONTRACTOR: AIR MECHANICAL & SERVICE CORP VIA ARCHITECT: CONTRACT DATE: 5/25/11
 P.O. BOX 153179, 4311 W. IDA STREET, TAMPA, FL 33684, INVOICE NO: 49810

CONTRACT FOR: FOUR CORNERS CHARTER SCHOOL

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 1,674,000.00
- 2. Net change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,674,000.00
- 4. TOTAL COMPLETED & STORED TO DATE \$ 853,000.00
 (Column G on G703)
- 5. RETAINAGE:
 - a. _____% of Completed Work \$ 85,300.00
 (Columns D + E on G703)
 - b. _____% of Stored Material \$ 0.00
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 85,300.00
- 6. TOTAL EARNED LESS RETAINAGE \$ 767,700.00
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 767,700.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 906,300.00
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner; and that current payment shown herein is now due.

CONTRACTOR: AIR MECHANICAL & SERVICE CORP Date: _____

By: _____ State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: _____ Date: _____
 ARCHITECT: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

APPLICATION NO.: 1
 APPLICATION DATE: 6/23/2011
 PERIOD TO: 6/30/2011
 ARCHITECT'S PROJECT NO:

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	GENERAL CONDITIONS/MOBILIZATION	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.00	5,000.00
2	DUCTWORK MATERIALS	40,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	20,000.00	2,000.00
3	DUCTWORK & ASSOCIATED LABOR	62,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	42,000.00	2,000.00
4	HYDRONIC PIPE, VALVES, FITTINGS	98,000.00	0.00	98,000.00	98,000.00	0.00	98,000.00	0.00	9,800.00
5	HYDRONIC PIPING LABOR	180,000.00	0.00	80,000.00	80,000.00	0.00	80,000.00	100,000.00	8,000.00
6	HVAC CONTRACTOR PROVIDED EQUIPMENT	115,000.00	0.00	90,000.00	90,000.00	0.00	90,000.00	25,000.00	9,000.00
7	HVAC OWNER/CONTRACTOR PROVIDED EQ. LABOR	56,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	46,000.00	1,000.00
8	CONCRETE AND MASONRY	58,000.00	0.00	49,000.00	49,000.00	0.00	49,000.00	9,000.00	4,900.00
9	PIPE AND DUCT INSULATION	88,000.00	0.00	25,000.00	25,000.00	0.00	25,000.00	63,000.00	2,500.00
10	STEEL AND DECKING	46,000.00	0.00	23,000.00	23,000.00	0.00	23,000.00	23,000.00	2,300.00
11	ROOFING MATERIAL	275,000.00	0.00	180,000.00	180,000.00	0.00	180,000.00	95,000.00	18,000.00
12	ROOFING LABOR	143,000.00	0.00	75,000.00	75,000.00	0.00	75,000.00	68,000.00	7,500.00
13	PLUMBING	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00	1,000.00
14	ACOUSTICAL CEILINGS	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
15	DDC CONTROLS MATERIAL	85,000.00	0.00	42,500.00	42,500.00	0.00	42,500.00	42,500.00	4,250.00

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CONTINUATION SHEET

AIA DOCUMENT G703 (instructions on reverse side)

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

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In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 1

APPLICATION DATE: 6/23/2011

PERIOD TO: 6/30/2011

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	% (G ÷ C)					
16	DDC CONTROLS LABOR	85,000.00	0.00	8,500.00	8,500.00	0.00	8,500.00	10	850.00
17	FIRE ALARM	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0	0.00
18	ELECTRICAL MATERIALS	70,000.00	0.00	25,000.00	25,000.00	0.00	25,000.00	36	2,500.00
19	ELECTRICAL LABOR	100,000.00	0.00	30,000.00	30,000.00	0.00	30,000.00	30	3,000.00
20	DUCT CLEANING	22,500.00	0.00	12,000.00	12,000.00	0.00	12,000.00	53	1,200.00
21	GENERAL CONSTRUCTION	25,500.00	0.00	5,000.00	5,000.00	0.00	5,000.00	20	500.00
22	MATERIALS & LABOR CONTINGENCY	35,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00
		1,674,000.00	0.00	853,000.00	853,000.00	0.00	853,000.00	51	85,300.00

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TO OWNER: FOUR CORNERS CHARTER SCHOOL, PROJECT: FOUR CORNERS CHARTER SCHOOL
 6245 N. FEDERAL HWY, 5TH FLOOR, HVAC RENOVATION
 FT. LAUDERDALE, FL 33308, 9100 TEACHER LANE
 VIA ARCHITECT, DAVENPORT, FL 33897

FROM CONTRACTOR: AIR MECHANICAL & SERVICE CORP
 P.O. BOX 153179
 4311 W. IDA STREET
 TAMPA, FL 33684

CONTRACT FOR: FOUR CORNERS CHARTER SCHOOL

APPLICATION NO.: 2
 PERIOD TO: 7/31/11
 PROJECT NOS.: ARCHITECT
 CONTRACTOR

CONTRACT DATE: 5/25/11
 INVOICE NO: 50228

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,674,000.00

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,674,000.00

4. TOTAL COMPLETED & STORED TO DATE \$ 1,566,835.00
 (Column G on G703)

5. RETAINAGE:
 a. 10% of Completed Work \$ 156,683.50
 (Columns D + E on G703)
 b. 0% of Stored Material \$ 0.00
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 156,683.50

6. TOTAL EARNED LESS RETAINAGE \$ 1,417,316.50
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 688,680.00
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 728,636.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 263,848.50
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AIR MECHANICAL & SERVICE CORP
 By: *[Signature]* Date: July 21, 2011
 State of Florida
 County of Hillsborough
 Subscribed and sworn to before me this 21st day of July, 2011.

Notary Public: *[Signature]*
 My Commission expires: 4/22/15
 TERRY B. MCMINN
 MY COMMISSION # EE059082
 EXPIRES April 22, 2015
 FloridaNotaryService.com
 (407) 398-0153

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 721,471.50
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: *[Signature]* Date: 7/25/11

This Certificate is non-negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TO OWNER: FOUR CORNERS CHARTER SCHOOL, PROJECT: FOUR CORNERS CHARTER SCHOOL APPLICATION NO.: 3
 6245 N. FEDERAL HWY, 5TH FLOOR HVAC RENOVATION 8/19/11
 FT. LAUDERDALE, FL 33308 9100 TEACHER LANE PROJECT NOS.: ARCHITECT
 DAVENPORT, FL 33897 CONTRACTOR
 FROM CONTRACTOR: AIR MECHANICAL & SERVICE CORP VIA ARCHITECT: CONTRACT DATE: 5/25/11
 P.O. BOX 153179 INVOICE NO: 50708
 4311 W. IDA STREET
 TAMPA, FL 33684

CONTRACT FOR: FOUR CORNERS CHARTER SCHOOL

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,674,000.00
2. Net change by Change Orders	\$ 1,098.20
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,675,098.20
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,675,048.01
5. RETAINAGE:	
a. 5% of Completed Work (Columns D + E on G703)	\$ 83,752.40
b. 0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 83,752.40
6. TOTAL EARNED LESS RETAINAGE	\$ 1,591,295.61
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 1,410,151.50
8. CURRENT PAYMENT DUE	\$ 181,144.11
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 83,802.59

CONTRACTOR: AIR MECHANICAL & SERVICE CORP Date: 8/24/11

By: *[Signature]*
 State of: Florida
 County of: Hillsborough
 Subscribed and sworn to before
 me this 24th day of August, 2011

Notary Public: *[Signature]*
 My Commission expires: 4/22/15



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
 AMOUNT CERTIFIED \$ 181,144.11
 (Attach explanation if amount certified differs from the amount applied for: Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)
 ARCHITECT: *[Signature]* Date: 8/24/11
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	1,098.20	0.00
TOTALS	1,098.20	0.00
NET CHANGES by Change Order	1,098.20	

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 3

APPLICATION DATE: 8/19/2011

PERIOD TO: 8/19/2011

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	GENERAL CONDITIONS/MOBILIZATI ON	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00	2,500.00
2	DUCTWORK MATERIALS	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.00	2,000.00
3	DUCTWORK & ASSOCIATED LABOR	62,000.00	62,000.00	0.00	0.00	0.00	62,000.00	0.00	3,100.00
4	HYDRONIC PIPE, VALVES, FITTINGS	98,000.00	98,000.00	0.00	0.00	0.00	98,000.00	0.00	4,900.00
5	HYDRONIC PIPING LABOR	180,000.00	171,000.00	9,000.00	0.00	0.00	180,000.00	0.00	9,000.00
6	HVAC CONTRACTOR PROVIDED EQUIPMENT	115,000.00	115,000.00	0.00	0.00	0.00	115,000.00	0.00	5,750.00
7	HVAC OWNER/CONTRACTOR PROVIDED EQ. LABOR	56,000.00	56,000.00	0.00	0.00	0.00	56,000.00	0.00	2,800.00
8	CONCRETE AND MASONRY	58,000.00	58,000.00	0.00	0.00	0.00	58,000.00	0.00	2,900.00
9	PIPE AND DUCT INSULATION	88,000.00	74,800.00	13,200.00	0.00	0.00	88,000.00	0.00	4,400.00
10	STEEL AND DECKING	46,000.00	46,000.00	0.00	0.00	0.00	46,000.00	0.00	2,300.00
11	ROOFING MATERIAL	275,000.00	275,000.00	0.00	0.00	0.00	275,000.00	0.00	13,750.00
12	ROOFING LABOR	143,000.00	128,700.00	14,300.00	0.00	0.00	143,000.00	0.00	7,150.00
13	PLUMBING	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	500.00
14	ACOUSTICAL CEILINGS	20,000.00	18,000.00	2,000.00	0.00	0.00	20,000.00	0.00	1,000.00
15	DDC CONTROLS MATERIAL	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	0.00	4,250.00

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PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NO. 3

containing Contractor's signed Certification, is attached.

APPLICATION DATE: 8/19/2011

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 8/19/2011

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+F+E)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE) (RATE)
			FROM PREVIOUS APPLICATION (D + E)							
16	DDC CONTROLS LABOR	85,000.00	68,000.00	17,000.00	0.00	85,000.00	100	0.00	4,250.00	
17	FIRE ALARM	10,000.00	9,000.00	1,000.00	0.00	10,000.00	100	0.00	500.00	
18	ELECTRICAL MATERIALS	70,000.00	70,000.00	0.00	0.00	70,000.00	100	0.00	3,500.00	
19	ELECTRICAL LABOR	100,000.00	90,000.00	10,000.00	0.00	100,000.00	100	0.00	5,000.00	
20	DUCT CLEANING	22,500.00	22,500.00	0.00	0.00	22,500.00	100	0.00	1,125.00	
21	GENERAL CONSTRUCTION MATERIALS & LABOR	7,580.00	7,580.00	0.00	0.00	7,580.00	100	0.00	379.00	
22	CONTINGENCY \$52,920.00									
23	PERMIT	12,255.00	12,255.00	0.00	0.00	12,255.00	100	0.00	612.75	
24	CHANGE ORDER #1	29,067.60	0.00	29,067.60	0.00	29,067.60	100	0.00	1,453.38	
25	CHANGE ORDER #2	6,759.61	0.00	6,759.61	0.00	6,759.61	100	0.00	337.98	
26	CHANGE ORDER #3	1,777.60	0.00	1,777.60	0.00	1,777.60	100	0.00	88.88	
27	CHANGE ORDER #4	3,010.00	0.00	3,010.00	0.00	3,010.00	100	0.00	150.50	
28	REMAINDER OF CONTINGENCY	50.19	0.00	0.00	0.00	0.00	0	50.19	0.00	
		52,920.00	12,255.00	40,614.81	0.00	52,869.81	100	50.19	2,643.49	
	CHANGE ORDER #5	1,098.20	0.00	1,098.20	0.00	1,098.20	100	0.00	54.91	
		1,675,098.20	1,566,835.00	108,213.01	0.00	1,675,048.01	100	50.19	83,752.40	

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Four Corners HVAC/Roofing Project Details

Section 4: Warranty Documentation



AIR MECHANICAL & SERVICE CORP.

WARRANTY CERTIFICATION

Project: Four Corners Charter School
 HVAC Renovation
 9100 Teacher Lane
 Davenport, FL 33897

Owner: Charter School, USA Inc.
 6245 N. Federal Highway, 5th Floor
 Ft. Lauderdale, FL 33308

Contractor: Air Mechanical & Service Corp
 325 Anchor Rd.
 Casselberry, FL 32707
 Ph: 407-699-0454
 Project No. 111012

The Owner can occupy or utilize the systems or designated portion thereof, to use as intended as expressed in the contract documents. A list of items to be complete or corrected, if applicable, is attached hereto. We recognize that failure to include any items on such lists does not alter our responsibility to complete all work in accordance with the contract documents

Our warranty period shall be for a period of one (1) year. The start date will be August 15th, 2011 and shall end on August 14th, 2012. Unless we are advised in writing to contrary within fourteen (14) calendar days from the date of this letter. The general terms of our warranty are as following:

- **AMSCO** - is responsible to repair or replace of any defective equipment or workmanship
- **Owner** - is responsible for preventive maintenance, inspections, calibration and other general maintenance tasks.
- **Warranty**- work will be performed during regular working hours and is subject to availability of technicians on first -call, first -response basis.
- **AMSCO**- is not responsible for warranty coverage on any equipment that has been abused, altered, misused, damage by fire, flood, or act of god, has not been reasonably and properly maintained or has been repaired by others.
- **A Service**- call is billable to the owner if the problem is determined to be outside the scope of warranty coverage. In case, a written description of the problem encountered and corrective work undertaken will be provided.

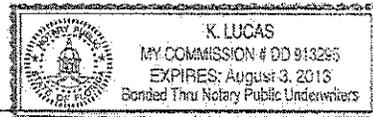
AMSCO offers our custom programmed maintenance coverage to customers whose equipment is under warranty. The coverage includes scheduled, preventative maintenance visits to inspect and calibrate the system, as well as guaranteed service call response times on an around the clock basis, if desired

Please refer your service and warranty calls to AMSCO service department at 407-699-0454. We thank you for selecting AMSCO for this project.

Signature: Bill Stewart Date: 8/15/2011
 Bill Stewart

Subscribed and sworn before me this 15th day of August, 2011

Notary: K. Lucas Seal:



- 325 Anchor Road
 Casselberry, Florida 32707
 Phone (407) 699-0454
 Fax (407) 699-0690
- 4311 W. Ida Street
 Tampa, Florida 33614
 Phone (813) 875-0782
 Fax (813) 873-2275
- 2700 Avenue of the Americas
 Englewood, Florida 34224
 Phone (941) 475-3715
 Fax (941) 475-3725

Air Conditioning - Commercial/Industrial Sales/Service Installation Controls Refrigeration Energy Management Sheet Metal Work



Ship Date: (12) shipped 7/11/2011 for AHUs and Pump VFDs

Start-Up Date: (12) VFDs started up August 16, 2011 – Refer attached Start-Up Report

Model # Twelve (12) ACH550-BCR+B058 VFDs (Variable Frequency Drives)
 Project: Four Corners Charter School – Davenport, FL
 Mechanical Contractor: Air Mechanical & Service Corp.
 Orlando ABB Sales Representative: Gary Schumacher, Derek Embody & Co. (407) 803-3100

WARRANTY POLICY

This policy defines the warranties covered by the Domestic Low Voltage AC and DC Drives and Motors group and the means by which a customer can obtain additional warranty for a specified product beyond the standard warranty period listed in the ABB General Terms & Conditions (i.e. ABB warrants the equipment (excluding software) against defects in material and workmanship for a period of twelve (12) months after installation or eighteen (18) months from date of shipment, whichever first in time occurs). Any extended warranty requirements must be requested through the Sales Quotation Procedure.

This policy applies to all LV Drive Products purchased from the LV Drives Sales Divisions (i.e. ACH550 and Accessories). Certified start-up/extended warranty coverage is available only for these products purchased and installed in the US and Canada unless otherwise defined and approved through the Sales Quotation Procedure.

DRIVES

The ACH550 product carries a standard "parts and on-site labor" (excluding distance cost) warranty of 12 months from date of start up not to exceed 24 months from date of shipment from the ABB New Berlin facility. Authorized start up service has been performed by authorized ABB certified start up technician vetch and registered with ABB Technical Support (New Berlin) using Form #068 (3BUAQ981902), the warranty period is extended to 36 months from date of start up, not to exceed 42 months from date of shipment from the ABB New Berlin facility. This extended warranty includes repair or replacement at ABB's option, when the defective unit is returned to ABB freight prepaid. In addition, the purchaser will receive on-site parts, labor and travel costs as authorized by ABB Technical Support Department (800) 243-4384 during the standard warranty period. In order for the extended warranty to be considered, the certified start up must be performed within 24 months from date of shipment and properly registered with ABB Technical Support.

WARRANTY CLAIMS

When a customer makes a warranty claim to the ABB Technical Support group, the customer must issue ABB a "fault/no fault" purchase order. If the failed equipment is not returned within 30 days from the date of shipment of the new unit by Technical Support or if fault is found on the part of the customer (non-warranty), the customer will be charged for the equipment.

***Additional warranties not covered in this procedure must be signed off by the VP of LV Drives and Motors through the guidelines of the Sales Quotation Procedure.**

Service Report

VTech, Inc.

Date of Service 8/16/2011

P.O. Box 952128 Lake Mary, FL 32795-2128

Phone: (407) 402-4200 Fax: (407) 322-4206

Customer Name Four Corners Charter School **Telephone**
Address 9100 Teachers Ln. **Fax**
City Davenport **Ext**
St FL **Zip** 33837 **Email**
Contacts Fred Bass w/ ASMCO 321-354-4000

Cust PO ORL-GS11-029-1

VTech Invoice 6147

Auth Amount

Parts Order

Drive Mfr. ABB **Drive Model** ACH550-BCR-023A-4+F26 **Drive Serial** 2112800071

Bypass Mfr. **Bypass Model** **Bypass Serial**

Unit Mark RTU 1-1

Serviced Unit 2112800071 **Failure Type** Start-up

Requested Service Start-up of (12) ABB VFDs.

Action Taken Verified proper installation and control connections of (12) ABB VFDs (above & below).
Verified proper programming and unit operations. Verified proper motor rotation and
operation. There no controls at this time.

TABLE

RTU-1-1 - Above

RTU-1-2 - ACH550-BCR-0015A-4+BO58+F267 s/n 2112800099

RTU-2-1 - ACH550-BCR-08A8-4+BO58+F267 s/n 2112800320

RTU-2-2 - ACH550-BCR-015A-4+BO58+F267 s/n 2112800246

RTU-2-3 - ACH550-BCR-023A-4+BO58+F267 s/n 2112800083

RTU-2-4 - ACH550-BCR-015A-4+BO58+F267 s/n 2118000107

RTU-3-1 - ACH550-BCR-023A-4+BO58+F267 s/n 2112800077

RTU-3-2 - ACH550-BCR-023A-4+BO58+F267 s/n 2112800061

RTU-3-3 - ACH550-BCR-015A-4+BO58+F267 s/n 2112800089

RTU-3-4 - ACH550-BCR-08A8-4+BO58+F267 s/n 2112800309

PCWP-1 - ACH550-BCR-045A-4+BO58+F267 s/n 2112800049

SCWP-2 - ACH550-BCR-045A-4+BO58+F267 s/n 2112800041

Tech ID BE **Arrived** 12:00 PM **Departed** 04:00 PM **Labor Hours** 4 **Travel Hours** 1

Please take a moment to fill in any missing data and return by Fax to VTech at (407) 322-4206



Derek Embody & Company
Manufacturers' Representative

13902 N. Dale Mabry Hwy., Ste. 131
Tampa, Florida 33618
Ph. (813) 960-2270
Fax (813) 960-2298
e-mail: dsembod@aol.com

P & A Roofing & Sheet Metal, Inc.

Building Name: Four Corners Charter School	Warranty No: 000158
Building Address: 9100 Teachers Lane Davenport, FL 33897	Roof Areas 92100 sq ft.
Building Owner: Charter Schools, USA	Flashing: 3502 sq ft.
Owners Address: 6245 N. Federal Hwy. 5 th Floor Ft. Lauderdale, FL 33308	Insulation Type: 1.25lb EPS
Completion Date: 8/8/2011	Thickness: 1"
	Deck Type: 22 gauge steel

P & A Roofing & Sheet Metal will repair, at no labor or material cost to owner, defective workmanship regarding the above-mentioned project. This warranty is for a period of **Two years** from date of completion.

TERMS AND CONDITIONS

1. The owner will provide P & A Roofing & Sheet Metal with written notice within 30 days of discovery of any leak(s) in roofing system.
2. During this term, P & A Roofing & Sheet Metal will have free access to the roof of the building during regular business hours.
3. P & A Roofing & Sheet Metal shall have no obligation under this warranty until all invoices for labor and material are paid in full.

EXCLUSIONS

1. P & A Roofing & Sheet Metal warranty does not cover and disclaims liability for leaks or other roof problems from the following causes.
 - a. Damage from ponded water or chemical attacks on the roof membrane.
 - b. Natural disasters including but not limited to flood, lightning, hail, earthquakes, hurricanes, tornados, windstorms and gales.
 - c. Structural movements, failures or defects resulting in settling, splitting or cracking of roof decks, walls, girders, partitions and foundations.
 - d. Change in the original principle usage of the building where the roof is installed unless such changes are approved in advanced in writing P & A Roofing & Sheet Metal.
 - e. Alterations, erection or construction of any additional installation on or through the roof membrane, flashing, insulation, etc. after the date of completion, unless installed in a manner prescribed and accepted in advance in writing by P & A Roofing & Sheet Metal
2. Under no circumstances shall P & A Roofing & Sheet Metal be liable for damages to the interior of the building, for consequential damages, for loss of profit or rents, for contents of the building or for roof deck and other bases where the roofing is applied.
3. P & A Roofing & Sheet Metal makes no warranty or guarantee of any kind, express or implied except as stated herein.
4. This warranty shall accrue only to the original owner named herein.
5. Material defects are not covered by this warranty and be addressed to the roofing manufacturer.

ACTIONS

Upon notification of leak(s) as provided here, P & A Roofing & Sheet Metal will inspect the roof within a reasonable time of such notification and if leak(s) are found to have been caused by condition covered in this warranty as stated above, P & A Roofing and Sheet Metal, Inc. will have the repairs made and will pay for such repairs subject to the terms, condition and exclusion of this warranty.

P&A Roofing & Sheet Metal, Inc

By: 

Title: *VP Operations*



GAF Materials Corporation

1361 Alps Road Wayne, NJ

(800) 766-3411, Option 2

August 3, 2011

CHARTER SCHOOLS USA
6245 N. FEDERAL HIGHWAY 5TH FLR
FT. LAUDERDALE, FL 33308

**RE: FOUR CORNERS CHARTER SCHOOL - PRE-K BUILDING
9100 TEACHERS LANE
DAVENPORT, FL 33897
Guarantee #: G2011-00003328**

SUBJECT: WE WOULD APPRECIATE YOUR FEEDBACK!

Dear: CHARTER SCHOOLS USA

Congratulations...

And thank you for choosing P & A Roofing & Sheet Metal, Inc to install one of GAF's Integrated Commercial Roofing Systems on your property. Your EVERGUARD DIAMOND PLEDGE 20 YEAR GUARANTEE provides you with comprehensive system protection, so that if your roof leaks from either installation or material defects, the costs of repair are covered (see EVERGUARD DIAMOND PLEDGE 20 YEAR GUARANTEE for details). You can be certain that you've made the best and safest choice to protect your valuable property for years to come.

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Simply go to www.GAF.com/survey and enter your personal survey code (all letters): **bocijyjapziigbtk**. When you complete the survey, you will automatically be entered in the GAF Market Pulse™ Survey monthly sweepstakes. See the details on the website and below.

Questions?

Please feel free to call us if you have any questions about your new roof. And again, thanks for choosing GAF, your best and safest choice in roofing!

Very truly yours,

GAF Guarantee Services Team

**GAF MarketPulse™ Survey Monthly Sweepstakes
-Rules Summary-**

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August 3, 2011

CHARTER SCHOOLS USA
6245 N. FEDERAL HIGHWAY 5TH FLR
FT LAUDERDALE, FL 33308

**Re: FOUR CORNERS CHARTER SCHOOL - PRE-K BUILDING
9100 TEACHERS LANE
DAVENPORT, FL 33897
Guarantee #: G2011-00003328**

Dear ARTY PIONE:

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- Your Guarantee - please keep this in your files. You'll need it in the unlikely event that there is a problem with your roof, or if you should sell the property.
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Remember, if you ever have any questions or concerns regarding your roofing system, we're here to help you at (800) 766-3411, Option #2 - or contact us at the e-mail address below. And thanks for choosing GAF!

Cordially,

Guarantee Services

E-mail: seguarantee@gaf.com

cc: Project File



GAF Materials Corporation

1361 Alps Road Wayne, NJ

(800) 766-3411, Option 2

August 3, 2011

CHARTER SCHOOLS USA
6245 N. FEDERAL HIGHWAY 5TH FLR
FT LAUDERDALE, FL 33308

RE: FOUR CORNERS CHARTER SCHOOL - GENERATOR
9100 TEACHERS LANE
DAVENPORT, FL 33897
Guarantee #: G2011-00003345

SUBJECT: WE WOULD APPRECIATE YOUR FEEDBACK!

Dear: CHARTER SCHOOLS USA

Congratulations...

And thank you for choosing P & A Roofing & Sheet Metal, Inc to install one of GAF's Integrated Commercial Roofing Systems on your property. Your EVERGUARD DIAMOND PLEDGE 20 YEAR GUARANTEE provides you with comprehensive system protection, so that if your roof leaks from either installation or material defects, the costs of repair are covered (see EVERGUARD DIAMOND PLEDGE 20 YEAR GUARANTEE for details). You can be certain that you've made the best and safest choice to protect your valuable property for years to come.

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Simply go to www.GAF.com/survey and enter your personal survey code (all letters): **jkpwkCikKcaaFZig**. When you complete the survey, you will automatically be entered in the GAF Market Pulse™ Survey monthly sweepstakes. See the details on the website and below.

Questions?

Please feel free to call us if you have any questions about your new roof. And again, thanks for choosing GAF, your best and safest choice in roofing!

Very truly yours,

GAF Guarantee Services Team

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August 3, 2011

CHARTER SCHOOLS USA
6245 N. FEDERAL HIGHWAY 5TH FLR
FT LAUDERDALE, FL 33308

Re: **FOUR CORNERS CHARTER SCHOOL - GENERATOR BUILDING**
9100 TEACHERS LANE
DAVENPORT, FL 33897
Guarantee #: G2011-00003345.

Dear ARTY PIONE:

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Cordially,

Guarantee Services

E-mail: seguarantee@gaf.com

cc: Project File



GAF Materials Corporation

1361 Alps Road Wayne, NJ

(800) 766-3411, Option 2

August 3, 2011

CHARTER SCHOOLS USA
6245 N. FEDERAL HIGHWAY 5TH FLR
FT LAUDERDALE, FL 33308

RE: FOUR CORNERS CHARTER SCHOOL - K-5 BUILDING
9100 TEACHERS LANE
DAVENPORT, FL 33897
Guarantee #: G2011-00003329

SUBJECT: WE WOULD APPRECIATE YOUR FEEDBACK!

Dear: CHARTER SCHOOLS USA

Congratulations...

And thank you for choosing P & A Roofing & Sheet Metal, Inc to install one of GAF's Integrated Commercial Roofing Systems on your property. Your EVERGUARD DIAMOND PLEDGE 20 YEAR GUARANTEE provides you with comprehensive system protection, so that if your roof leaks from either installation or material defects, the costs of repair are covered (see EVERGUARD DIAMOND PLEDGE 20 YEAR GUARANTEE for details). You can be certain that you've made the best and safest choice to protect your valuable property for years to come.

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Questions?

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GAF Guarantee Services Team

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August 3, 2011

CHARTER SCHOOLS USA
6245 N. FEDERAL HIGHWAY 5TH FLR
FT LAUDERDALE, FL 33308

Re: **FOUR CORNERS CHARTER SCHOOL - K-5 BUILDING**
9100 TEACHERS LANE
DAVENPORT, FL 33897
Guarantee #: G2011-00003329

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Cordially,

Guarantee Services

E-mail: seguarantee@gaf.com

cc: Project File



GAF Materials Corporation

1361 Alps Road Wayne, NJ

(800) 766-3411, Option 2

August 3, 2011

CHARTER SCHOOLS USA
6245 N. FEDERAL HIGHWAY 5TH FLR
FT LAUDERDALE, FL 33308

RE: **FOUR CORNERS CHARTER SCHOOL - MIDDLE SCHOOL**
9100 TEACHERS LANE
DAVENPORT, FL 33897
Guarantee #: G2011-00003330

SUBJECT: WE WOULD APPRECIATE YOUR FEEDBACK!

Dear: CHARTER SCHOOLS USA

Congratulations...

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FT LAUDERDALE, FL 33308

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DAVENPORT, FL 33897
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Cordially,

Guarantee Services

E-mail: seguarantee@gaf.com

cc: Project File



Supersedes All Previous Guarantees

No. See Over

EverGuard[®] DIAMOND PLEDGE[™] NDL ROOF GUARANTEE



ADDENDUM (over)

OWNER: CHARTER SCHOOLS USA, FT LAUDERDALE, FL 33306 PERIOD OF COVERAGE: 20 YEARS

NAME AND TYPE OF BUILDING: FOUR CORNERS CHARTER SCHOOL - 4 BUILDINGS

ADDRESS OF BUILDING: 9100 TEACHERS LANE, DAVENPORT, FL 33897

SPECIFICATION: TMAR180FB AREA OF ROOF: 921.00 SQUARES

APPLIED BY: P & A ROOFING & SHEET METAL, INC / ORLANDO, FL

DATE OF COMPLETION: 08/08/2011 GUARANTEE EXPIRATION DATE: 08/08/2031

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF MATERIALS CORPORATION ("GAF") guarantees to you, the original owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, prefashed accessories and metal flashings used by the contractor of record that meet SMA/CNA standards (the "GAF Roofing Materials") resulting from manufacturing defects, ordinary wear and tear or workmanship in applying the GAF Roofing Materials.

There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-GAF insulation, or any other materials used in the construction of the roof system, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. NOTE: Lexsoco® flashings are covered by this guarantee only for the first ten years.

OWNER'S RESPONSIBILITIES

Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you must make sure that GAF is notified directly about the leak, in writing, within 30 days by email (preferred) at guaranteeservices@gaf.com, or in writing to Guarantee Services Department, 1361 Alps Road, Bldg. 11-1, Wayne, New Jersey 07470, or GAF will have no responsibility for making repairs. NOTE: The roofing contractor is NOT an agent of GAF; notice to the roofing contractor is NOT notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

Preventative Maintenance and Repairs

- A. In order to maximize the trouble-free performance of your roof, you must perform regular inspections and maintenance and keep records of this work.
- B. To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials (e.g., porous walls allowing water entry into the roofing system).
- C. You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
- D. Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond GAF's control)

This guarantee does NOT cover conditions other than leaks. This guarantee also does not cover leaks caused by the following:

1. Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-800-ROOF-411).
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornadoes, and earthquakes, unless specifically covered under this guarantee.
3. Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement or cracking of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) infiltration or condensation of moisture through or around the walls, copings, building structure or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grass or oil; or (e) the failure of wood nailers to remain attached to the structure; or (f) use of material that are incompatible with the GAF roofing materials.
4. Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF's Application and Specifications Manual.
5. Blisters in the GAF Roofing Materials that have not resulted in leaks.
6. Changes in the use of the building or any repairs, modifications or additions to the GAF Roofing Materials after the roof is completed, unless approved in writing by GAF.
7. Exposure to post-installation sustained temperatures in excess of 160°F for roofing systems using Standard EverGuard® TPO membrane and 195°F for systems with EverGuard® EXTREME™ TPO membrane.
8. Any condition (e.g., base flashing height or lack of counterflashing) that is not in accordance with GAF's Application and Specifications Manual or any deviation or modification from any specification published in the Manual, unless specifically authorized by a GAF Contractor Services Manager or Director in writing.

No representative, employee or agent of GAF has the authority to assume any additional liability or responsibility for GAF, except in writing signed by an authorized GAF Contractor Services Manager or Director. NOTE: Any inspections made by GAF are limited to a surface inspection only, are for GAF's sole benefit, and do not constitute a waiver of any of the terms and conditions of this guarantee.

TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500. This guarantee is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty or any other theory. IN NO EVENT SHALL GAF BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this Guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This Guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the identified courts above.

NOTE: This Guarantee becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the Guarantee charge has been paid to GAF Materials Corporation.

This guarantee must have a raised seal to be valid.

GAF MATERIALS CORPORATION
1361 ALPS ROAD, BUILDING 11-1
WAYNE, NJ 07470

[Signature]
Authorized Signature

08/03/2011
Date

Addendum

FOUR CORNERS CHARTER SCHOOL - 4 BUILDINGS
9100 TEACHERS LANE, DAVENPORT, FL 33897

CHARTER SCHOOLS USA (4 BUILDINGS)
6245 N. FEDERAL HIGHWAY, 5TH FLOOR, FORT LAUDERDALE, FL 33308

Notwithstanding anything to the contrary on the reverse, the following address is covered under the terms of this guarantee:

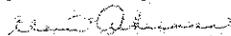
9100 TEACHERS LANE, DAVENPORT, FL 33897

G2011-00003328	PRE-K BUILDING	146 SQ
G2011-00003329	K-5 BUILDING	319 SQ
G2011-00003330	MIDDLE SCHOOL	452 SQ
G2011-00003345	GENERATOR BUILDING	4 SQ

The terms of this guarantee remain in full force except as specifically modified herein.

GAF MATERIALS CORPORATION

1361 Alps Road
Wayne, New Jersey 07470


Authorized Signature

08/03/2011

Date:



Steve Harper Painting Inc.

September 8, 2011

STATEMENT OF WARRANTY

I / We hereby warrant all labor and materials provided by me / us from all defects for a period of One (1) year, and agree to repair or replace, at no charge to the Owner, any defective materials or workmanship as required during this period for the PAINTING scope of work. The warranty period shall start at the date of substantial completion. The warranty period shall be extended to cover longer periods of time if so identified for this sub-contractors scope of work in the project documents. The date of substantial completion for the project is 8/15/2011

PROJECT:

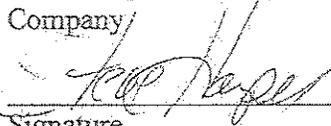
Four Corners Charter School

GENERAL CONTRACTOR:

Air Mechanical and Service Corporation
Casselberry, FL 32707
Ph 407 699 0454 Fax 407 699 0690

Steve Harper Painting, Inc.

Company/


Signature

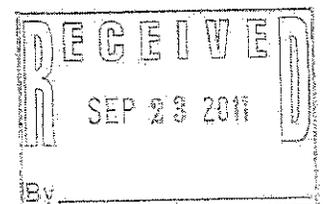
9/06/11

Date

President

Title

880 Airport Road Suite 104 Ormond Beach, Florida 32174
Telephone (386) 672-9850 Fax (386) 672-8903
Email: SHPestimating@gmail.com





November 2nd, 2011

GUARANTEE FOR Charter Schools USA

We hereby guarantee **Four Corners Charter School Renovation**, where we have installed an Energy Management Controls System located at **9100 Teacher Lane, Davenport Florida**. We agree to repair or replace any or all of our work that may prove to be defective in its workmanship or materials within a period of two (2) years from date of acceptance (**August 15th, 2011** Substantial Completion) without any expense whatsoever to said Owner excluding ordinary wear and tear and unusual abuse, neglect or acts of God. Further, the following products have been provided with a 2 year warranty

All ASI Application Specific Controllers

All associated sensors

All associated relays and switches

In the event of our failure to comply with above-mentioned conditions within thirty (30) days after being notified in writing of a warranty issue, we, collectively or separately, do hereby authorize the Owner to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

Signed _____

David B. Murphy, II
Mission Controls, Inc.