

Independent Accountants' Report On Applying Agreed-Upon Procedures

The School Board of Orange County, Florida

**Site 131-PS8-SW-5 (OCPS Academic Center for Excellence) –
New School Relief Project**



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INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

Site 131-PS8-SW-5 (OCPS Academic Center for Excellence) – New School Relief Project

The School Board of Orange County, Florida
Orlando, Florida

We have performed the procedures enumerated below, which were agreed to by The School Board of Orange County, Florida (“OCPS” or the “District” and the “specified party”), solely to assist you in certifying the final contract value to Williams Company Building Division, Inc. (the “Construction Manager” and the “responsible party”), based upon the total costs of construction and final contract value, as presented by the Construction Manager, for the OCPS Academic Center for the Site 131-PS8-SW-5 (OCPS Academic Center for Excellence) – New School Relief Project (the “Project”). The sufficiency of these procedures is solely the responsibility of the specified party. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures applied and the related findings are as follows:

PROCEDURES	RESULTS
1. Inspect a copy of the Standard Construction Management Contract (the “Agreement”), dated June 12, 2015, between OCPS and the Construction Manager, and Amendments 1 and 2 dated March 17, 2016 and October 12, 2016 (collectively referred to as the “contract documents”), relative to the construction of the Project.	○ The contract documents were inspected by Carr, Riggs & Ingram, LLC (“CRI”) without exception.
2. Inquire of OCPS and the Construction Manager as to whether there are any disputed provisions between the two parties, relative to the contract documents or the Project’s costs as provided in 4. below, or if there are any other unresolved disputes.	○ The Construction Manager and OCPS stated there were no disputed provisions between the two parties, relative to the contract documents or the Project's costs. There are no unresolved disputes on the Project.
3. Inquire of the Construction Manager as to whether there are any disputes between the Construction Manager and its subcontractors.	○ Per inquiry of the Construction Manager, there are no disputes between the Construction Manager and its subcontractors.

PROCEDURES	RESULTS
4. Obtain from the Construction Manager, a copy of the final job cost detail, dated May 7, 2020 (the "final job cost detail").	o Obtained the final job cost detail without exception.
5. Obtain from the Construction Manager and OCPS, a copy of the final payment application request issued to OCPS, dated October 31, 2019 ("final pay application").	o Obtained the final pay application without exception.
6. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.	o Obtained the Construction Manager's reconciliation between the final job cost detail and the final pay application without exception. CRI noted that the Construction Manager identified \$354,009 of non-reimbursable costs in its reconciliation. Additionally, the Construction Manager reported an adjustment of \$29,340 on its reconciliation for subcontractor bond costs in excess of the amount which would have been charged had the subcontractor been included in the subguard program. Both of these amounts are reported in Exhibit A.
<p>7. From the final job cost detail, select all subcontractors with total costs in excess of \$50,000 and perform the following:</p> <p>a. Obtain the subcontract and related change orders, executed between the selected subcontractors and the Construction Manager. Compare the total amount recorded in the final job cost detail to the original subcontract amount plus the related change orders.</p> <p>b. Obtain the labor and material pricing estimates, vendor invoices, subcontractor markups, or other appropriate documentation ("supporting documentation") for the subcontractor change orders in 7.a. above. Compare the change order amounts to the supporting documentation.</p>	<p>a. Obtained the subcontract agreements and the related change orders, and totaled the original subcontract amount, plus change orders, for each of the selected subcontractors. Compared these amounts to the amounts recorded in the final job cost detail, for all selected subcontractors, without exception.</p> <p>b. Obtained supporting documentation for the subcontractor change orders without exception. Compared the change order amounts to the supporting documentation with the following exceptions:</p> <ul style="list-style-type: none"> • An additive owner direct purchase change order was given to a subcontractor in error in the amount of \$19,342. • A subcontractor change order was provided for an amount that did not agree with the related supporting documentation in the amount of \$1,069. • A subcontractor change order was provided that was in excess of the amount approved by OCPS in the related contingency in the amount of \$1,494. <p style="text-align: right;"><i>Continued on next page</i></p>

PROCEDURES	RESULTS
<p>c. Obtain from the Construction Manager, the individual payment lien releases totaling the final subcontract value submitted by the selected subcontractor to the Construction Manager, or cancelled checks for payments made by the Construction Manager to the selected subcontractor (“payment documentation”). Compare the final subcontract amount to the final job cost detail to the payment documentation.</p> <p>d. Obtain a listing of owner direct purchases (“ODP”) from the District related to each subcontract selected. Compare the ODP amounts to the sum of the deductive ODP change orders, per the selected subcontractor.</p>	<ul style="list-style-type: none"> • A subcontractor change order for damage to a window where the entity responsible was not identified in the amount of \$1,024. • There were minor pricing differences, markup percentages taken in excess of those allowed by the contract documents, and non-reimbursable costs totaling \$409. <p>Each of the adjustments above has been reported in Exhibit A.</p> <p>c. Obtained payment documentation and compared the payment documentation to the final subcontract amount without exception.</p> <p>d. Obtained the listing of ODPs from the District and compared the amount to the sum of the net deductive ODP change orders for each of the selected subcontractors. CRI identified an exception and made an adjustment for an ODP reconciliation change order mistakenly issued to a subcontractor in the amount of \$19,342. See the result for 7.b. above.</p>
<p>8. If there are reimbursable labor charges included in the final job cost detail, from the total number of Construction Manager employee payroll transactions listed in the final job cost detail, we will haphazardly select a sample of at least 15 Construction Manager payroll transactions. Each sampled payroll transaction will be for a specific, identified time period of the Project.</p>	<p>o CRI did not identify any reimbursable labor charges in the final job cost detail.</p>
<p>9. From the final job cost detail, select any non-subcontractor line items that exceed \$50,000 and perform the following:</p> <p>a. Obtain a copy of or access to, the original invoice, pricing document, and a copy of the cancelled check for each item selected. If there are more than 10 entries for the non-subcontractor in the final job cost detail, select a sample of at least 5 items.</p>	<p>a. Obtained the invoices and copies of cancelled checks or electronic payment documentation for 5 transactions for each of the 3 non-subcontractors selected.</p>

PROCEDURES	RESULTS
<p>b. Compare the documents obtained in 9.a. to the amount recorded in the final job cost detail.</p>	<p>b. Compared the invoices, cancelled checks, and electronic payment documentation to the amounts recorded in the final job cost detail for each transaction selected without exception.</p>
<p>10. From the final job cost detail, select amounts for payment and performance bond costs, worker's compensation, and builder's risk insurance (as applicable) and perform the following:</p> <p>a. Obtain a copy of or access to the original invoices and a copy of the cancelled check or other proof of payment paid directly to a third party. Compare the documentation obtained to the amounts recorded in the final job cost detail.</p>	<p>a. Obtained the invoices from the Construction Manager's insurance agent and cancelled checks for the payment and performance bond and worker's compensation costs and compared the amounts to the final job cost detail without exception. There were no charges for builder's risk insurance included in the final job cost detail.</p>
<p>11. From the final job cost detail, select amounts for general liability insurance and perform the following:</p> <p>a. Obtain original invoices and a copy of the cancelled check or other proof of payment paid directly to a third party. Compare the documentation obtained to the amounts recorded in the final job cost detail.</p>	<p>a. Obtained the invoices from the Construction Manager's insurance agent and cancelled checks for the general liability insurance costs and compared the amounts to the final job cost detail without exception.</p>
<p>12. Inquire of the Construction Manager to determine if there are any expenditures, in the final job cost detail, to entities related by common ownership or management to the Construction Manager.</p>	<p>o Inquired of the Construction Manager regarding expenditures in the final job cost detail to entities related by common ownership or management to the Construction Manager. The Construction Manager used a related entity for concrete hardscape scope of work. The related party was the second low bidder on this scope of work, but was given the scope when the low bidder declined to perform due to an estimating error. Per the Construction Manager, the related party was given the scope at the amount of its original bid.</p>
<p>13. If there are expenditures to entities related by common ownership or management noted in 12. above, perform the following:</p> <p>a. Report the entity and volume of the transactions to OCPS.</p>	<p>a. The related entity is Falcon Construction ("Falcon"), and \$1,604,858 is included in the final job cost detail to Falcon.</p>

PROCEDURES	RESULTS
<p>b. Determine if such transactions are properly authorized by OCPS, in accordance with the contract documents.</p>	<p>b. Observed a letter from the Construction Manager to OCPS, dated August 4, 2016, notifying OCPS of their intent to use Falcon on this Project.</p>
<p>14. From the final job cost detail, we will haphazardly select at least five transactions determined to be the Construction Manager's internal charges to the Project, and perform the following:</p> <p>a. Obtain vendor invoices and Construction Manager calculations for internal charge rates.</p> <p>b. Compare the internal charge rates recorded in the job cost detail to the supporting documentation obtained in 14.a. above.</p>	<p>a. Selected 4 cell phone charges and 1 computer charge from the final job cost detail. CRI obtained payroll registers relative to each of the cell phone selections indicating that the employee was provided an allowance of \$125 per month for their cell phone, as part of their compensation. Additionally, CRI obtained an invoice and the allocation calculation for the Procore construction management software charge without exception.</p> <p>b. Compared the internal charges in the final job cost detail for the cell phones and computer software to the supporting documentation in 14.a. without exception.</p>
<p>15. Obtain the Project's Notice to Proceed ("NTP") from OCPS and inspect the dates of the charges in the final job cost detail for recorded costs with dates prior to the date on the NTP.</p>	<p>o Obtained the NTP and inspected the dates of the charges in the final job cost detail for recorded costs prior to the date on the NTP. CRI identified \$21,415 of costs that were incurred prior to the date of the NTP. However, the Construction Manager provided written documentation (an email) approving all of the costs except for a \$900 charge from its scheduler. Therefore, CRI has reported an adjustment in Exhibit A to remove the \$900 from the adjusted final job costs.</p>
<p>16. Inquire of the Construction Manager to determine whether they are using a subcontractor default insurance program ("subguard") for subcontractor bonding requirements. If so, perform the following:</p> <p>a. Inspect the final job cost detail, as well as, subcontracts and change order line items for the selected subcontractors noted in 7. above, for line items described as subcontractor bond costs.</p>	<p>a. Inspected the final job cost detail, as well as the subcontract agreements and change orders for all of the selected subcontractors. Provisions in the subcontract agreements stated bonds will not be included in the subcontractors' costs. Additionally, no subcontractor bond costs were identified in the change orders or the final job cost detail.</p>

PROCEDURES	RESULTS
<ul style="list-style-type: none"> b. Obtain an invoice and cancelled checks for the subguard charges found in the final job cost detail, if paid to a third party. c. If internal allocation are used, recalculate the internal allocations and compare the recalculation to the charges in the final job cost detail. d. Obtain written representation that the subcontractors on the Project, enrolled in subguard, have not included bond costs in their payment applications. 	<ul style="list-style-type: none"> b. Obtained invoices from the Construction Manager's insurance agent and cancelled checks for the subguard charges found in the final job cost detail without exception. The subguard rate was agreed to the Installment Schedule Endorsement recap of premium charges from Zurich, the insurance company. c. Recalculated the subcontract values plus ODPs times the subguard rate and compared the result with the charges in the final job cost detail. The amounts agreed without exception. d. Obtained written representation from the Construction Manager that subcontractors enrolled in the subguard program did not include bond costs in their payment applications.
<p>17. Obtain all signed and executed change orders between OCPS and the Construction Manager for the duration of the Project.</p>	<ul style="list-style-type: none"> o Obtained all signed and executed change orders between OCPS and the Construction Manager without exception.
<p>18. Obtain from OCPS, a log of the ODPs plus sales tax savings for the Project and perform the following:</p> <ul style="list-style-type: none"> a. Recalculate the total ODPs, from the log obtained above, by taking the actual ODPs spent on the Project and comparing them to the original contract value (including ODPs) plus or minus any change orders (not including ODP change orders). b. If the above recalculated percentage is below 25% (as per section 20.3 of the General Conditions to the Agreement), inquire of the District regarding whether it was determined the Construction Manager failed to obtain any tax savings that could have been achieved. If so, inquire if the District will seek to recover the amount of any such missed tax savings from the Construction Manager. 	<ul style="list-style-type: none"> a. Obtained the ODP log from the District without exception. CRI recalculated the percentage of the total owner direct purchases plus sales tax savings, per the ODP log, as a percentage of the original contract value (including ODPs) plus or minus change orders (not including ODP change orders). b. The recalculated percentage is in excess of 25%.
<p>19. Compare the ODP log plus tax savings amount obtained in 18. above, to the total signed and executed change orders amounts obtained in 17. above relative to ODPs.</p>	<ul style="list-style-type: none"> o Compared the ODPS plus tax savings per the ODP log to the total signed and executed change order amounts relative to ODPs without exception.

PROCEDURES	RESULTS
<p>20. Utilizing the not-to-exceed general requirements detail from the contract documents in 1. above, compare to the general requirements charges noted in the final job cost detail.</p>	<ul style="list-style-type: none"> ○ Compared the not-to-exceed general requirements per the contract documents with the actual general requirements charges noted in the final job cost detail. Additionally, CRI identified 2 line items within the general requirements that were contracted as a not-to-exceed that were overspent per the final job cost detail. The vehicle line item was overspent by \$9,350, and the office supplies line item was overspent by \$327. The actual general requirements charges (as adjusted for the 2 items overspent), per the final job cost detail, were less than the not-to-exceed per the contract documents.
<p>21. Recalculate the adjusted guaranteed maximum price ("GMP") as follows:</p> <ul style="list-style-type: none"> a. Obtain the original GMP amount, including any fixed or percentage-based Construction Manager fees or lump sums from the contract documents noted in 1. above. b. Add the original GMP amount (from 1. above) plus additive change orders and minus deductive change orders from 17. above. 	<ul style="list-style-type: none"> a. Obtained the original GMP amount without exception. b. The net amount of change orders was deducted from the initial GMP amount and is reported in Exhibit A as the "adjusted guaranteed maximum price".
<p>22. Obtain the final contract value, per the final pay application (noted in 5. above) and compare it to the adjusted GMP amount recalculated in 21.b. above.</p>	<ul style="list-style-type: none"> ○ Compared the adjusted guaranteed maximum price to the final contract value, per the final pay application, without exception.
<p>23. Recalculate the construction costs plus fee as follows:</p> <ul style="list-style-type: none"> a. Starting with the final job cost detail, adjust for any reductions identified in the application of the above procedures (i.e. subcontractor markup differences, non-reimbursable items, repair/rework items, etc., as applicable) to reach the "adjusted final job cost". b. Utilizing the final job cost detail, add any fixed fees or lump sum amounts to reach the "construction cost plus fee". c. Compare the adjusted GMP amount calculated in 21.b. above to the construction cost plus fee amount from 23.b. above. 	<ul style="list-style-type: none"> a. The results of performing this procedure are reported in Exhibit A as "adjusted final job costs". b. The results of performing this procedure are reported in Exhibit A as "construction costs plus fee". c. The results of this procedure are reported in Exhibit A.

PROCEDURES	RESULTS
<p>24. Using the General Conditions attachment in the contract documents, obtain the raw rates for the Construction Manager’s personnel.</p> <p>a. Obtain from the Construction Manager a listing of the personnel that filled the positions listed in the General Conditions attachment.</p> <p>b. From the listing of Construction Manager personnel that filled the positions in the General Conditions attachment, choose a sample of at least 15 payroll entries and obtain documentation of the selected persons actual pay rate for the period selected.</p> <p>c. Compare the actual pay rate obtained in 24.b. above to the raw rate included in the General Conditions attachment.</p>	<p>a. Obtained a listing of the personnel that filled the positions listed in the General Conditions attachment from the Construction Manager.</p> <p>b. From the listing of Construction Manager personnel entries, CRI chose a sample of 15 payroll entries and obtained the PR Time Card Entry List (Payroll register) for each of the items selected.</p> <p>c. The results of this procedure indicate the actual pay rate is less than the raw rate per the General Conditions attachment ("raw rate") in 11 of the 15 samples tested. Overall, the average actual pay rate is 24% under the raw rate for the samples selected.</p> <p>CRI did not see evidence OCPS was notified the labor rates paid were lower than the raw rates, in accordance with Section 5.A.1.d. of the Agreement.</p>
<p>25. Obtain, from OCPS and/or the Construction Manager, all of the Project’s contingency logs and usage documents and inspect all contingency usage forms for OCPS’s designated representative’s signature of approval.</p>	<p>o Obtained the Project's contingency log and usage documents and observed that all the contingency usage forms evidenced approval of an OCPS designated representative without exception.</p>
<p>26. Compare the ending balances in the contingency funds, per the contingency logs obtained in 25. above, to the change order amount of the funds returning to OCPS, as obtained in 17. above.</p>	<p>o The remaining balances in the contingency funds were returned to OCPS in the final change order without exception.</p>
<p>27. Obtain a listing of assets acquired by the Construction Manager for the Project and verify the assets were turned over to OCPS.</p>	<p>o Obtained a listing of assets which verified the assets were transferred to another OCPS project without exception.</p>
<p>28. Obtain the Certificate of Substantial Completion, signed by the Architect, and compare the date of this document to the time requirements contained in the contract documents.</p>	<p>o Obtained the Certificates of Partial Substantial Completion without exception. A Certificate of Partial Substantial Completion was issued for all buildings dated July 18, 2017, and one was issued for the site work dated August 7, 2017.</p>

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PROCEDURES	RESULTS
	<p>The two partial certificates were issued since there were two distinct dates on which the contractual scope was deemed substantially complete. The District did not issue a Certificate of Substantial Completion for this Project. The partial substantial completion dates, as reported on the Certificates, were compared to the time requirements contained in the contract documents without exception.</p>
<p>29. Obtain the Certificate of Final Inspection, signed by the Architect, and compare the date of this document to the time requirements contained in the contract documents.</p>	<ul style="list-style-type: none"> ○ The final completion date, as reported on the Certificate of Final Inspection, indicated the Construction Manager achieved final completion 730 days after the contractually required date. Final completion is to be achieved within 120 days after the date of substantial completion, which for this Project was December 5, 2017. The Certificate of Final Inspection was signed by the Architect on December 5, 2019.
<p>30. Utilizing the Certificate of Final Inspection obtained in 29. above, inspect the dates of the charges in the final job cost detail for recorded costs with dates subsequent to the date of the Certificate of Final Inspection.</p>	<ul style="list-style-type: none"> ○ Inspected the dates of the charges in the final job cost detail for recorded costs with dates subsequent to the date of the Certificate of Final Inspection without exception.
<p>31. Obtain the SAP/Purchase Order reconciliation from OCPS and compare the guaranteed maximum price on the reconciliation to the guaranteed maximum price on the Construction Manager's final pay application, as noted in 5. above.</p>	<ul style="list-style-type: none"> ○ Obtained the SAP/Purchase Order reconciliation from OCPS and agreed the guaranteed maximum price on the reconciliation to the guaranteed maximum price on the final pay application without exception.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an examination or review, the objective of which would be the expression of an opinion or conclusion on the total costs of construction and final contract value. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of The School Board of Orange County, Florida, and is not intended to be and should not be used by anyone other than the specified party.

Carri Riggs & Ingram, L.L.C.

Orlando, Florida
February 22, 2021

The School Board of Orange County, Florida
Site 131-PS8-SW-5 (OCPS Academic Center for Excellence) –
New School Relief Project

Exhibit A – Project Costs

Calculation of the construction costs plus fee

Calculation of adjusted final job costs:	
Construction Manager job costs	\$ 33,974,338
Non-reimbursable costs	(354,009)
Subcontractor bond costs in excess of the amount which would have been charged through the Project's subguard program	(29,340)
Additive ODP change order to subcontractor in error	(19,342)
Subcontractor change order amount in excess of supporting documentation	(1,069)
Subcontractor change order in excess of amount approved by OCPS in related contingency	(1,494)
Damage to a window where the responsible party was not identified	(1,024)
Subcontractor pricing differences	(409)
Vehicle charges in excess of the not-to-exceed amount	(9,350)
Office supplies in excess of not-to-exceed amount	(327)
Costs incurred prior to the commencement of the construction not approved in writing by OCPS	(900)
Adjusted final job costs	<u>33,557,074</u>

Calculation of general conditions:	
Original lump sum general conditions	2,173,732
General conditions added through owner change orders	21,700
General conditions added through contingency	2,232
	<u>2,197,664</u>

Calculation of the construction management fee:	
Original construction management fee	2,171,668
Construction management fee added through change orders	7,162
Reimbursement for material testing	(2,886)
	<u>2,175,944</u>

Construction costs plus fee **\$ 37,930,682**

Calculation of adjusted guaranteed maximum price

Original guaranteed maximum price	\$ 51,499,557
Adjustments from change orders per the Construction Manager	(13,534,960)
Adjusted guaranteed maximum price	<u>\$ 37,964,597</u>

Construction costs, lesser of construction costs plus fee and adjusted guaranteed maximum price	\$ 37,930,682
Owner direct purchases	12,574,803
	<u>\$ 50,505,485</u>