



**Independent Accountants' Report
On Applying Agreed-Upon Procedures**

The School Board of Orange County, Florida

**Odyssey Middle School – Capital Renewal Project
GMP Amendment 3**



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INDEPENDENT ACCOUNTANTS’ REPORT ON APPLYING AGREED-UPON PROCEDURES

Odyssey Middle School – Capital Renewal Project GMP Amendment 3

The School Board of Orange County, Florida
 Orlando, Florida

We have performed the procedures enumerated below on the final construction costs and the adjusted guaranteed maximum price of the Odyssey Middle School – Capital Renewal Project GMP-Amendment 3 (the “Project”), as provided by ACY – ALBU, A Joint Venture (the “Construction Manager”).

The School Board of Orange County, Florida (“OCPS” or the “District”) has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose to assist in determining the final construction costs and the adjusted guaranteed maximum price of the Project, as provided by the Construction Manager. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures applied and the related findings are as follows:

PROCEDURES	RESULTS
1. Inspect a copy of the Standard Management Contract (the “Agreement”), dated June 16, 2016, between OCPS and the Construction Manager and Amendment No. 3, dated January 31, 2019 (collectively referred to as the “contract documents”), relative to the construction of the Project.	<ul style="list-style-type: none"> ○ 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.	<ul style="list-style-type: none"> ○ The Construction Manager and OCPS stated there were no disputed provisions between the two parties, relative to the contract documents or the Project’s cost. 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.	<ul style="list-style-type: none"> ○ The Construction Manager stated there are no disputes with any of its subcontractors.

PROCEDURES	RESULTS
<p>4. Obtain from the Construction Manager, a copy of the final job cost detail, dated July 19, 2021 (the “final job cost detail”).</p>	<p>○ Obtained the final job cost detail without exception.</p>
<p>5. Obtain from the Construction Manager and OCPS, a copy of the final payment application request issued to OCPS, dated March 5, 2020 (“final pay application”).</p>	<p>○ Obtained the final pay application without exception.</p>
<p>6. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.</p>	<p>○ Obtained the Construction Manager’s reconciliation between the final job cost detail and the final pay application without exception.</p>
<p>7. From the final job cost detail, select all subcontractors with total costs in excess of \$50,000 (“selected subcontractors”) and perform the following:</p> <ul style="list-style-type: none"> 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. b. Obtain the labor and material pricing estimates, vendor invoices, and subcontractor markups (“supporting documentation”) for the subcontractor change orders in 7.a. above. Compare the change order amounts to the supporting documentation. c. Obtain from the Construction Manager, the final lien releases or individual payment lien releases totaling the final subcontract value submitted by the selected subcontractor to the Construction Manager, or a sample of cancelled checks (at least 30) 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. 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>○ Selected all seven subcontractors from the final job cost detail with total costs in excess of \$50,000.</p> <ul style="list-style-type: none"> a. Obtained the subcontract agreement and related change orders for the selected subcontractors and compared it to the amounts recorded in the final job cost detail, for the selected subcontractors, without exception. b. Obtained supporting documentation for the subcontractor change orders without exception. Compared the change order amounts to the supporting documentation without exception. c. Obtained final lien releases as payment documentation and compared the payment documentation to the final subcontract amount without exception. d. Obtained the listing of ODPs from the District and compared the amount to the deductive ODP change order for the selected subcontractor without exception.

PROCEDURES	RESULTS
<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>	<ul style="list-style-type: none"> ○ There were no reimbursable labor transactions included in the final job cost detail.
<p>9. From the final job cost detail, select any non-subcontractor line items that exceed \$50,000.</p>	<ul style="list-style-type: none"> ○ CRI did not identify any non-subcontractor line items that exceeded \$50,000 in the final job cost detail.
<p>10. From the final job cost detail, select amounts for payment and performance bond costs and builder’s risk insurance (as applicable) and perform the following:</p> <ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> ○ Selected all amounts for the payment and performance bond from the final job cost detail. There were no charges for builder’s risk insurance included in the final job cost detail. a. Obtained the invoice from the Construction Manager’s insurance agent and cancelled check copy for the payment and performance bond and compared the amounts to the final job cost detail without exception. <p>Additionally, CRI obtained the bond credit invoice at the conclusion of the Project in the amount of \$5,361, which is reported as an adjustment in Exhibit A.</p>
<p>11. From the final job cost detail, select amounts for general liability insurance, umbrella insurance, commercial automobile insurance, and worker’s compensation insurance and perform the following:</p> <ul style="list-style-type: none"> a. Where applicable, obtain the Construction Manager’s internal allocation for general liability, umbrella, commercial automobile, and worker’s compensation insurance charges. b. Inspect the internal allocation method and calculation. Compare the documentation obtained in 11.a. above to the amounts recorded to the final job cost detail to identify that the internal allocation received was used to support the amounts in the final job cost detail. c. If applicable, obtain third party invoices for internal allocation amounts. 	<ul style="list-style-type: none"> ○ Selected all general liability insurance, umbrella insurance, commercial automobile insurance and worker’s compensation insurance charges from the final job cost detail. a. Obtained the internal allocation from the Construction Manager without exception. b. Inspected the internal allocation and compared it to the amount charged in the final job cost detail without exception. CRI observed \$262 of cost overrun in phase 2, which was applied to this phase, Amendment #3. c. Obtained third party invoices and the Audit Summary Reports from Amerisure Mutual Insurance Company without exception.

PROCEDURES	RESULTS
<p>(11. Continued)</p> <p>d. If applicable, recalculate the Construction Manager's internal allocations and compare the recalculation to the amounts in the final job cost detail.</p>	<p>d. Recalculated the Construction Manager's internal allocation and compared it to the amounts charged in 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 Per inquiry of the Construction Manager, there were no expenditures to entities related by common ownership or management to the Construction Manager included in the final job cost detail.</p>
<p>13. From the final job cost detail, 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 final job cost detail to the supporting documentation obtained in 13.a. above.</p>	<p>o Selected two computer equipment charges, one office equipment charge, all cellphone charges, and all vehicle charges.</p> <p>a. Obtained invoices and the Construction Manager's calculation for computer equipment, office equipment, and cellphone charges. Vehicle charges are set by OCPS at a specific amount in the initial general requirements schedule of values.</p> <p>b. The internal charges for computer, office equipment, and cellphones were compared to the final job cost detail without exception. However, CRI calculated \$965 of vehicle costs above the not-to-exceed allowance set in the contract documents. This adjustment is reported in Exhibit A.</p>
<p>14. 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 costs recorded prior to the date on the NTP without exception.</p>
<p>15. Inquire of the Construction Manager to determine whether they are using a subcontractor default insurance program ("subguard") for subcontractor bonding requirements.</p>	<p>o The Construction Manager did not use a subguard program on the Project.</p>
<p>16. Obtain all signed and executed change orders between OCPS and the Construction Manager for the duration of the Project.</p>	<p>o Obtained all signed and executed change orders between OCPS and the Construction Manager without exception.</p>
<p>17. Obtain from OCPS, a log of the ODPs plus sales tax savings for the Project and perform the following:</p>	<p>o Obtained the ODP log from the District without exception.</p>

PROCEDURES	RESULTS
<p>(17. Continued)</p> <p>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).</p> <p>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.</p>	<p>a. Recalculated the percentage of the total ODPs plus sales tax savings, per the ODP log, as a percentage of the original contract value (including ODPs) plus or minus any change orders (not including ODP change orders).</p> <p>b. Per the contract documents, "The available ODP materials is set at 1.7%. The Construction Manager will maximize its efforts to increase materials processed through ODPs". The recalculated percentage was 12.56%.</p>
<p>18. Compare the ODP log plus sales tax savings amount obtained in 17. above, to the total signed and executed change order amounts obtained in 16. above relative to ODPs.</p>	<p>○ Compared the ODPs plus sales tax savings per the ODP log to the total signed and executed owner change order amounts relative to ODPs without exception.</p>
<p>19. 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>	<p>○ Compared the not-to-exceed general requirements per the contract documents with the actual general requirements charges noted in the final job cost detail and noted the Construction Manger overspent the not-to-exceed allowance by \$1,450. This adjustment is reported in Exhibit A.</p>
<p>20. Recalculate the adjusted guaranteed maximum price ("GMP") as follows:</p> <p>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.</p> <p>b. Add the original GMP amount (from 1. above) plus additive change orders and minus deductive change orders from 16. above to get the "adjusted guaranteed maximum price".</p>	<p>a. Obtained the original GMP amount without exception.</p> <p>b. The net amount of change orders was deducted from the original GMP amount and is reported in Exhibit A as the adjusted guaranteed maximum price.</p>
<p>21. Obtain the final contract value, per the final pay application (noted in 5. above) and compare it to the adjusted GMP amount recalculated in 20.b. above.</p>	<p>○ Obtained the final contract value, per the final pay application, and compared it to the adjusted guaranteed maximum price without exception.</p>

PROCEDURES	RESULTS
<p>22. Recalculate the final construction costs 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 costs”. b. Utilizing the adjusted final job costs, add any fixed fees or lump sum amounts to reach the “final construction costs”. c. Compare the adjusted GMP amount calculated in 20.b. above to the final construction costs amount from 22.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 final construction costs. CRI made a \$245 adjustment to the Construction Manager’s fee for fee taken on contingency in excess of the contractual limit. c. The results of this procedure are reported in Exhibit A.
<p>23. Using the General Conditions attachment in the contract documents, obtain the raw rates for the Construction Manager’s personnel.</p> <ul style="list-style-type: none"> a. Obtain from the Construction Manager a listing of the personnel that filled the positions listed in the General Conditions attachment. 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. c. Compare the actual pay rate obtained in 23.b. above to the raw rate included in the General Conditions attachment. 	<ul style="list-style-type: none"> o Obtained the raw rates for the Construction Manager’s personnel included in the General Conditions attachment in the contract documents. a. Obtained a listing of the personnel that filled the positions listed in the General Conditions attachment from the Construction Manger. b. From the listing of Construction Manager personnel entries, CRI chose a sample of 15 payroll entries and obtained the pay rates per the PR - Employee Detail Earnings Report for each of the items selected to document the actual pay rates. 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 8 of the 15 samples tested. Overall, the average actual pay rate is 11% under the raw rate for the samples selected. <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>24. 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>	<ul style="list-style-type: none"> o Obtained the Project’s contingency log and usage document and observed that the contingency usage form evidenced approval of an OCPS designated representative without exception.

PROCEDURES	RESULTS
25. Compare the ending balances in the contingency funds, per the contingency logs obtained in 24. above, to the change order amount of the funds returning to OCPS, as obtained in 16. above.	○ The remaining balances in the contingency funds were returned to OCPS in the final change order without exception.
26. Obtain a listing of assets acquired by the Construction Manager for the Project and verify the assets were turned over to OCPS.	○ The Construction Manager did not acquire any assets on the Project.
27. 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.	○ Obtained the Certificate of Substantial Completion without exception. The substantial completion date, as reported on the Certificate, was compared to the time requirements contained in the contract documents. CRI noted substantial completion occurred on the agreed upon date.
28. 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.	○ Obtained the Certificate of Final Inspection without exception. The final completion date, as reported on the Certificate of Final Inspection, indicated the Construction Manager achieved final completion 231 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 March 6, 2020. The Certificate of Final Inspection was signed by the Architect on November 11, 2020.
29. Utilizing the Certificate of Final Inspection obtained in 28. 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.	○ 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. None were noted.
30. 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.	○ 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.

We were engaged by The School Board of Orange County, Florida, to perform this agreed-upon procedures engagement and conducted our engagement 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 engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the final construction costs and the adjusted guaranteed maximum price. 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.

We are required to be independent of ACY – ALBU, A Joint Venture, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

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.

Carr, Riggs & Ingram, L.L.C.

Orlando, Florida
June 21, 2022

**The School Board of Orange County, Florida
Odyssey Middle School – Capital Renewal Project GMP Amendment 3**

Exhibit A – Project Costs

Calculation of the final construction costs

Calculation of adjusted final job costs:	
Construction Manager job costs	\$ 2,484,059
Payment and performance bond credit	(5,361)
Adjustment to reduce vehicle expenses to allowance amount	(965)
Adjustment to reduce general requirements over the not-to-exceed	(1,450)
Adjusted final job costs	2,476,283
Original lump sum general conditions	337,284
Calculation of the construction management fee:	
Original construction management fee	194,008
Additional fee through contingency use	2,384
Adjustment to fee taken on contingency use	(245)
	196,147
Final construction costs	\$ 3,009,714

Calculation of adjusted guaranteed maximum price

Original guaranteed maximum price	\$ 3,657,577
Adjustments from change orders	(630,705)
	\$ 3,026,872

Construction costs, lesser of final construction costs and adjusted guaranteed maximum price	\$ 3,009,714
Owner direct purchases	406,753
	\$ 3,416,467