



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

The School Board of Orange County, Florida

Stonewyck (Site 30-E-SE-3) Elementary School – Relief Project



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INDEPENDENT ACCOUNTANTS’ REPORT ON APPLYING AGREED-UPON PROCEDURES

Stonewyck (Site 30-E-SE-3) Elementary School – Relief Project

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 Stonewyck (Site 30-E-SE-3) Elementary School – Relief Project (the Project), as provided by Pirtle Construction Company (the Construction Manager). The Construction Manager is responsible for the final construction costs that support the adjusted guaranteed maximum price.

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 and associated findings are as follows:

PROCEDURES	RESULTS
1. Inspect a copy of the Standard Construction Management Contract (the Agreement), dated November 17, 2020, between OCPS and the Construction Manager, and the Amendment 1, dated July 6, 2021 (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.

PROCEDURES	RESULTS
3. Inquire of the Construction Manager as to whether there are any disputes between the Construction Manager and its subcontractors.	○ The Construction Manager stated there were no disputes between the Construction Manager and its subcontractors.
4. Obtain from the Construction Manager, a copy of the final job cost detail, dated July 25, 2023 (the “final job cost detail”).	○ Obtained a copy of 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 December 31, 2022 (“final pay application”).	○ Obtained a copy of the final payment application without exception.
6. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.	○ Obtained the Construction Manager’s reconciliation without exception.
<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> <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, and subcontractor markups (“supporting documentation”) for the subcontractor change orders in 7.a. above. Compare the change order amounts to the supporting documentation.</p>	<p>○ Selected all 26 subcontractors from the final job cost detail with total costs in excess of \$50,000.</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 the supporting documentation for the subcontractor change orders and compared the change order amounts to the supporting documentation with the following exceptions:</p> <ul style="list-style-type: none"> • Elevator reinspection fees in the amount of \$3,500 were not backcharged. • Subcontractor bond costs in the amount of \$302 were included in change orders when a subcontractor default insurance (SDI) program was being utilized by the Construction Manager. <p>The above amounts have been reported as adjustments to the adjusted final job costs in Exhibit A.</p>

PROCEDURES	RESULTS
<p>(7. Continued)</p> <p>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. If the Construction Manager does not have lien releases available, obtain cancelled checks reflecting such payments made by the Construction Manager to the selected subcontractor (collectively the “payment documentation”). Compare the final subcontract amount 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>	<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 (ODP log) from the District and, for each selected subcontractor, compared the ODP amounts to the sum of the deductive change orders to the selected subcontractors covered the amounts per the ODP log.</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, 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 There were no reimbursable labor transactions identified 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>b. Compare the documents obtained in 9.a. to the amount recorded in the final job cost detail.</p>	<p>o Selected the 3 non-subcontractor vendors from the final job cost detail with costs in excess of \$50,000.</p> <p>a. Obtained a copy of the invoice and a copy of the cancelled check for 5 items selected for each non-subcontractor vendor.</p> <p>b. Compared the documents obtained in 9.a. above to the amounts recorded in the final job cost detail without exception.</p>
<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>	<p>o Selected the payment and performance bond charges from the final job cost detail. No builder's risk insurance charges were noted in the final job cost detail.</p>

PROCEDURES	RESULTS
<p>(10. Continued)</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 a copy of the original invoice and a copy of the cancelled check for the payment and performance bond costs. Compared the documentation obtained to the amounts recorded in the final job cost detail without exception.</p> <p>Additionally, CRI identified a payment and performance bond credit which was not included in the final job cost detail. Therefore, CRI reported an adjustment in the amount of \$461 in Exhibit A.</p>
<p>11. From the final job cost detail, select amounts for general liability insurance charges and perform the following:</p> <p>a. Where applicable, obtain the Construction Manager's internal allocation for general liability insurance charges.</p> <p>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.</p> <p>c. If applicable, obtain third party invoices for internal allocation amounts.</p> <p>d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.</p> <p>e. If applicable, obtain supporting documentation for the allocation base, i.e. annual company-wide revenue for the Construction Manager.</p> <p>f. If applicable, recalculate the Construction Manager's internal allocations and compare the recalculation to the amounts in the final job cost detail.</p>	<p>o Selected all general liability insurance charges from the final job cost detail.</p> <p>a. Obtained the Construction Manager's internal allocation without exception.</p> <p>b. Inspected the internal allocation method and compared it to the amounts recorded in the final job cost detail without exception.</p> <p>c. Obtained third party declaration pages with premium amounts from CAN, Crum & Forster, and Traveler's, the Construction Manager's insurance carriers, without exception.</p> <p>d. Inquired of the Construction Manager regarding self-insurance. The Construction Manager stated none of the premiums for general liability insurance were for self-insurance.</p> <p>e. Obtained the basis for the premium allocation from CNA, the Construction Manager's insurance carrier, without exception.</p> <p>f. Recalculated the Construction Manager's internal allocation calculation and compared the recalculation to the amounts in the final job cost detail, indicating that the Construction Manager covered the general liability insurance costs in the final job cost detail.</p>

PROCEDURES	RESULTS
<p>12. From the final job cost detail, select all amounts for worker's compensation costs and perform the following:</p> <ol style="list-style-type: none"> a. Obtain the Construction Manager's calculation of worker's compensation costs included in the final job cost detail. b. Obtain third party documentation for the rates used in the calculation of worker's compensation costs for the Project. c. Recalculate the worker's compensation costs, using the rates per the third party documentation. Compare the recalculation with the amount included in the final job cost detail. 	<ul style="list-style-type: none"> o Selected all amounts for worker's compensation insurance from the final job cost detail. a. Obtained the Construction Manager's calculation of worker's compensation costs. b. Obtained third party documentation for the rates from CNA, the Construction Manager's insurance carrier, without exception. c. Recalculated the worker's compensation costs and compared the recalculation with the amount included in the final job cost detail, indicating that Construction Manager covered the worker's compensation charges in the final job cost detail.
<p>13. 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>	<ul style="list-style-type: none"> 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 stated there were none.
<p>14. From the final job cost detail, select at least five transactions determined to be the Construction Manager's internal charges to the Project, and perform the following:</p> <ol style="list-style-type: none"> a. Obtain vendor invoices and Construction Manager calculations for internal charge rates. 	<ul style="list-style-type: none"> o Selected all computer charges, all vehicle charges, and 3 cell phone charges from the final job cost detail. a. Obtained the following: <ul style="list-style-type: none"> • Relative to the computer charges, obtained a "Computers and Software Costs per Project Staff Member/Workstation" report from the Construction Manager, which identified the calculation for computer charges. CRI obtained third party verification of all monthly charges in excess of \$100. Additionally, CRI inspected the final job cost detail and observed that all employees listed in report were also included in the labor details in the final job cost detail. • Regarding the vehicle charges, the amount charged for vehicles in the final job cost detail agrees with the amount included as the not-to-exceed in the general requirements schedule of values.

Continued

PROCEDURES	RESULTS
<p>(14. Continued)</p> <p>b. Compare the internal charge rates recorded in the final job cost detail to the supporting documentation obtained in 14.a. above.</p>	<ul style="list-style-type: none"> • Relative to the cell phone charges, obtained the calculation of the monthly charges, which are in the form of stipends to certain employees. Traced the payment of the monthly stipends for cell phones to the payroll registers for the employees included in the charges without exception. CRI recalculated the Construction Manager's calculation indicating that the stipends covered the amounts charged in the final job cost detail. <p>b. Compared the internal charges for computer charges, vehicles and cell phones in the final job cost detail to the supporting documentation obtained in 14.a. CRI calculated an adjustment in the amount of \$613 to remove computer charges for one of the employees.</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>○ Inspected the dates of the charges in the final job cost detail for recorded costs with dates prior to the Notice to Proceed date without exception.</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>b. Obtain an invoice and cancelled checks for the subguard charges found in the final job cost detail, if paid to a third party.</p>	<p>○ Per inquiry of the Construction Manager, a subguard program was utilized for the Project.</p> <p>a. Inspected the final job cost detail, subcontractor change orders, and subcontract agreements for all selected subcontractors for the inclusion of bond costs. Each subcontract inspected indicated that a subcontractor bond would not be required.</p> <p>b. The subguard premiums were not paid to a third party vendor, because the subguard program is self-insured by the Construction Manager. Subguard premiums are charged to the Project based on a third party rate sheet (as further explained in 16.d.) from InSource, the Construction Manager's insurance agent, such rate (1.25%) being multiplied by the final subcontract value for each subcontractor enrolled in the program, including the owner direct purchases.</p>

PROCEDURES	RESULTS
<p>(16. Continued)</p> <p>c. If the charges for subguard are the result of an internal allocation, obtain the internal allocation calculations that support the amounts in the final job cost detail and compare the calculations to the amounts in the final job cost detail.</p> <p>d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.</p> <p>e. If internal allocation are used, recalculate the internal allocations and compare the recalculation to the charges in the final job cost detail.</p> <p>f. Obtain written representation that the subcontractors on the Project, enrolled in subguard, have not included bond costs in their payment applications.</p>	<p>c. The subguard charges are calculated as mentioned above in 16.b. The subguard rate is a company-wide rate that is applied to each project based on that particular project's subcontract values. CRI obtained the calculation of the subguard premium without exception.</p> <p>d. Inquired of the Construction Manager regarding a portion of the subguard premium that is described as the Retention Aggregate Rate. CRI received the following explanation from the Construction Manager regarding the Retention Aggregate Rate: "The Retention Aggregate Rate is not computed by an actuary although the methodology is similar. The rate is computed by the underwriter based on specific client statistical data and the amount of probable risk for the client. The information is privileged. The SDI Program is a benefit and a cost savings that Pirtle provides to OCPS as an option. OCPS instructed Pirtle to utilize the SDI Program to obtain the benefits of the program and the cost savings."</p> <p>e. Recalculated the subguard costs using the subcontract values, including ODPs, and taking the result times the subguard rate. The subguard rate as presented by the Construction Manager was 1.253% of the subcontract values, including ODPs. Based on the Construction Manager's statement below, CRI recalculated the subguard costs using the rate of 1.25%. Compared the amount in the final job cost detail to the recalculated cost. The amount in the final job cost detail was covered by the recalculation amount. The actual subguard rate as per the amount charged in the final job cost detail was 1.153%.</p> <p>f. Obtained written representation from the Construction Manager that the subcontractors on the Project have not included bond costs in their pay applications.</p>
<p>17. 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>

PROCEDURES	RESULTS
<p>18. Obtain from OCPS, a log of the ODPs plus sales tax savings for the Project and perform the following:</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>o Obtained the ODP log from OCPS without exception.</p> <p>a. Recalculated the actual ODP percentage by comparing the total ODPs spent on the Project to the original contract value (including ODPs) plus or minus any change orders (not including ODP change orders).</p> <p>b. The results from the recalculation in 18.a. above indicated that the Construction Manager exceeded the goal of 25%.</p>
<p>19. Compare the ODP log plus sales tax savings amount obtained in 18. above, to the total signed and executed change order amounts obtained in 17. above relative to ODPs.</p>	<p>o Compared the ODPs plus sales tax savings per the ODP log to deductive amounts relative to ODPs included in the signed and executed owner change orders without exception.</p>
<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>	<p>o Compared the not-to-exceed general requirements from the contract documents to the general requirements amounts in the final job cost detail. The actual general requirements did not exceed the not-to-exceed amount.</p>
<p>21. 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 17. above to get to 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>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>	<p>o Obtained the final contract value, per the final pay application, and compared the adjusted guaranteed maximum price to the final contract value without exception.</p>

PROCEDURES	RESULTS
<p>23. 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 21.b. above to the final construction costs 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. Utilizing the adjusted final job costs, the lump sum general conditions and the construction management fee have been added to reach the final construction costs. As reported in Exhibit A, CRI made an adjustment to the construction management fee in the amount of \$519 to reflect the reimbursement for construction material testing. c. Compared the adjusted GMP amount with the final construction costs amount. The results of this procedure are reported in Exhibit A.
<p>24. 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 24.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 Manager. b. From the listing of Construction Manager personnel entries, CRI chose a sample of 15 payroll entries and obtained the payroll register 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 1% less than the raw rate for the samples selected.
<p>25. Obtain, from OCPS and/or the Construction Manager, the Project’s contingency log 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 documents and observed that all contingency usage forms evidenced approval of an OCPS designated representative without exception.

PROCEDURES	RESULTS
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.	○ Compared the ending balances in the contingency funds, per the contingency log, to the amounts returned to OCPS in the final change order. The remaining balances in the contingency funds were returned to OCPS in the final change order without exception.
27. Obtain a listing of assets acquired by the Construction Manager for the Project and verify the assets were turned over to OCPS.	○ Obtained a listing of assets which verified the assets were either transferred to another project or were turned over to OCPS without exception.
28. Obtain the Certificates of Substantial Completion, signed by the Architect, and compare the date of these documents to the time requirements contained in the contract documents.	○ Obtained the Certificates of Substantial Completion without exception. The substantial completion dates, as reported on the Certificates, was compared to the time requirements contained in the contract documents and owner change orders without exception.
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.	○ Obtained the Certificate of Final Inspection (CFI) without exception. The final completion date, as reported on the CFI, indicated the Construction Manager achieved final completion 77 days after the contractually required date. Final completion is to be achieved within 120 days after the latest of the final date of substantial completion or the receipt of the punch list from the Architect, which for this Project was December 22, 2022. The CFI was signed by the Architect on March 9, 2023.
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.	○ Inspected the dates of the charges in the final cost detail for recorded costs with dates subsequent to the date of the Certificate of Final Inspection. CRI noted an adjustment of the subcontractor default insurance dated after the date of the Certificate of Final Inspection. The SDI costs were tested in total in step 16. above; therefore, there was no adjustment needed.
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.	○ 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 AICPA. 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 Pirtle Construction Company 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
November 13, 2023

**The School Board of Orange County, Florida
Stonewyck (Site 30-E-SE-3) Elementary School – Relief Project**

Exhibit A – Project Costs

Calculation of the final construction costs

Calculation of adjusted final job costs:	
Construction Manager job costs	\$ 13,724,539
Adjustment for reinspection fees not backcharged	(3,500)
Adjustment for subcontractor bond costs included in subcontractor change orders when a SDI program was used	(302)
Payment and performance bond credit	(461)
Reduction of internal computer charges to actual cost	(613)
Adjusted final job costs	<u>13,719,663</u>
Original lump sum general conditions	<u>679,965</u>
Calculation of the construction management fee:	
Original construction management fee	907,368
Construction management fee earned on contingency use	1,099
Reimbursement for construction material testing	(519)
	<u>907,948</u>
Final construction costs	<u><u>\$ 15,307,576</u></u>

Calculation of adjusted guaranteed maximum price

Original guaranteed maximum price	\$ 21,446,642
Adjustments from change orders	498,500
Adjustments from construction change directives	(6,631,638)
Adjusted guaranteed maximum price	<u><u>\$ 15,313,504</u></u>
Construction costs, lesser of final construction costs and adjusted guaranteed maximum price	\$ 15,307,576
Owner direct purchases	<u>5,708,559</u>
	<u><u>\$ 21,016,135</u></u>