

The School Board of Orange County, Florida

Sunrise Elementary School – Comprehensive Project



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#### INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

### **Sunrise Elementary School – Comprehensive 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 Sunrise Elementary School – Comprehensive Project (the "Project"), as provided by Core Construction Services of Florida, LLC (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 Management Contract (the "Agreement"), dated October 30, 2017, between OCPS and the Construction Manager, and the Amendment 1, dated June 19, 2018 (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 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.	0	The Construction Manager stated there are no disputes with any of its subcontractors.

	PROCEDURES		RESULTS
4.	Obtain from the Construction Manager, a copy of the final job cost detail, dated September 19, 2022 (the "final job cost detail").	0	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 May 10, 2020 ("final pay application").	0	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.	0	Obtained the Construction Manager's reconciliation between the final job cost detail and the final pay application. However, the Construction Manager was not able to fully reconcile the difference between the final job cost detail and the final pay application. As a result, the reconciliation reported that the Construction Manager overspent the guaranteed maximum price by \$42,490, which they were unable to identify. Additionally, the Construction Manager identified \$318,326 of costs in the final job cost detail that were not billed. These amounts have been used to reduce the Construction Manager job costs in Exhibit A.  Also, the Construction Manager indicated in their reconciliation that they refunded \$81,969 back to the District after the acceptance and payment of the final payment application.
7.	From the final job cost detail, select all subcontractors with total costs in excess of \$50,000 ("selected subcontractors") and perform the following:	0	Selected all 19 subcontractors from the final job cost detail with subcontract values in excess of \$50,000.
	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 or minus the related change orders.	a.	Obtained the subcontractor and related change orders, executed between the selected subcontractors and the Construction Manager without exception. Compared the total amount recorded in the final job cost detail to the original subcontract amount plus or minus the related change orders with the following exception:  • Regarding two of the subcontractors, certain change orders were not reflected in the final job cost detail. The change orders totaled to a net credit of \$5,617, as reported in Exhibit A.

	PROCEDURES		RESULTS
(7. Con	tinued)		
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.	b.	Obtained supporting documentation for the subcontractor change orders without exception. Additionally, compared the change order amounts to the supporting documentation with the following exceptions:  • Subcontractor markup for overhead and
			<ul> <li>profit in excess of the contractual limits in the amount of \$340.</li> <li>A subcontractor change order in the</li> </ul>
			amount of \$400 was charged to this Project, but related to a different project.
			The above adjustments have been reported in Exhibit A.
			Additionally, the supporting documentation for \$65,954 of subcontractor change orders consisted of only lump sum amounts. Of this amount, \$53,064 were included in owner change orders and contingency use documents approved by the District.
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.	c.	Obtained payment documentation and compared the payment documentation to the final subcontract amount without exception.
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.	d.	Obtained the listing of ODPs from the District and compared the amount for each of the selected subcontractors to the sum of the net deductive ODP change orders to each selected subcontractor without exception.

PROCEDURES	RESULTS
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, 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.	<ul> <li>There were no reimbursable labor transactions included in the final job cost detail.</li> </ul>
9. From the final job cost detail, select any non-subcontractor line items that exceed \$50,000 and perform the following:	<ul> <li>Selected the one non-subcontractor vendor that exceeded \$50,000 in the final job cost detail.</li> </ul>
<ul> <li>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.</li> </ul>	a. Obtained a copy of the original invoice and a copy of the cancelled check for the five items selected without exception.
<ul> <li>b. Compare the documents obtained in 9.a.</li> <li>to the amount recorded in the final job cost detail.</li> </ul>	b. Compared the documents obtained in 9.a to the amounts recorded in the final job cost detail without exception.
<ul> <li>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:</li> <li>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.</li> </ul>	<ul> <li>Selected all payment and performance bond costs from the final job cost detail. There were no charges for builder's risk insurance included in the final job cost detail.</li> <li>a. Obtained the invoices from the Construction Manager's insurance agent, and a cancelled check copy, for the payment and performance bond. One of the invoices was from a related party, Glenn Allen Insurance and Surety Brokers, Inc. CRI recalculated the payment and performance bond rate based on the invoices and applied that rate to the final guaranteed maximum price, plus owner direct purchases. The recalculated amount was compared to the final job cost detail. CRI made an adjustment totaling \$4,356 to the payment and performance bond cost to reflect the recalculated cost, as reported in Exhibit A.</li> </ul>
11. From the final job cost detail, select amounts for general liability insurance and perform the following:	<ul> <li>Selected all general liability insurance charges from the final job cost detail.</li> </ul>
<ul> <li>a. Where applicable, obtain the Construction Manager's internal allocation for general liability insurance charges.</li> </ul>	a. Obtained the Construction Manager's internal allocation for general liability insurance charges without exception.

/44 0	PROCEDURES		RESULTS
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.	b.	Inspected the internal allocation method and compared it to the amounts recorded in the final job cost detail.
C.	If applicable, obtain third party invoices for internal allocation amounts.	c.	Obtained third party invoices and premium statements for insurance premium amounts. However, 34% of the premium amounts were incurred with CCG Services, Inc., a related party.
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.	d.	The details for the amounts incurred with CCG Services, Inc. were not provided to CRI; therefore, CRI was not provided with evidence to verify whether these amounts were self-insured.
e.	If applicable, obtain supporting documentation for the allocation base, i.e. annual company-wide revenue for the Construction Manager.	e.	Obtained the basis for the premium allocation from the invoices and premium statements provided by the Construction Manager.
f.	If applicable, recalculate the Construction Manager's internal allocations and compare the recalculation to the amounts in the final job cost detail.	f.	Recalculated the internal allocations and compared the recalculation to the amounts in the final job cost detail, resulting in a deductive adjustment of \$42,175, as reported in Exhibit A.
de fin co	quire of the Construction Manager to termine if there are any expenditures, in the all job cost detail, to entities related by mmon ownership or management to the instruction Manager.	0	Per inquiry of the Construction Manager, there are expenditures to Glenn Allen Insurance and Surety Brokers, LLC, and CCG Services, Inc. Both are related parties.
со	there are expenditures to entities related by mmon ownership or management noted in above, perform the following:  Report the entity and volume of the transactions to OCPS.	a.	<ul> <li>The following amounts were noted in the final job cost detail as expenditures to CCG Services, Inc.:</li> <li>\$3,515 for Project Management System,</li> <li>\$7,000 for IT installation, Blue Beam Subscription,</li> <li>\$61,506 for payment and performance bond, of which approximately 90% was traced to a third party insurance provider,</li> </ul>

PROCEDURES	RESULTS
(13. Continued)	<ul> <li>34% of the \$40,809 amount for general liability insurance.</li> <li>Additionally, \$9,101 of the payment and performance bond cost was paid to Glenn Allen Insurance and Surety Brokers, LLC.</li> </ul>
b. Determine if such transactions are properly authorized by OCPS, in accordance with the contract documents.	<ul> <li>CRI did not observe any communication between the Construction Manager and OCPS regarding the transactions with the related parties noted above.</li> </ul>
14. 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:	<ul> <li>Selected all field computer, software license, IT installation and setup, and vehicle charges in the final job cost detail.</li> </ul>
a. Obtain vendor invoices and Construction Manager calculations for internal charge rates. Compare the internal charges recorded in the final job cost detail to the supporting documentation.	<ul> <li>a. Requested the vendor invoices and calculations supporting the internal charges tested. The results of our request are as follows: <ul> <li>Regarding the software license and IT installation and setup, the Construction Manager was not able to provide third party supporting documentation for the costs. However, the Construction Manager has already made an adjustment to reduce general requirements for costs in the final job cost detail that were not billed.</li> <li>For the vehicle charges, the charges are set at \$850 per month for a contractually limited number of vehicles. CRI obtained the schedule of values for the general requirements, which includes the vehicles, for the allowable monthly charge. CRI noted that the actual charges on the final job cost detail was higher than the allowance set by \$11,102. However, the Construction Manager has already made an adjustment to reduce general requirements for costs in the final job cost detail that were not billed.</li> </ul> </li> </ul>
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.	o Inspected the dates of the charges in the final job cost detail for recorded costs with dates prior to the date of the Notice to Proceed. CRI noted costs of \$9,738 incurred prior to the NTP date. All costs were either included in the lump sum general conditions, which were removed from the final job cost detail, or were included in the general requirements not billed to the Project.

DDOCEDIDES	DECLUTE
PROCEDURES  16. Inquire of the Construction Manager to	RESULTS  • The Construction Manager used a subguard
determine whether they are using a subcontractor default insurance program ("subguard") for subcontractor bonding requirements. If so, perform the following:	program on this Project.
<ul> <li>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.</li> </ul>	a. There were no indications of subcontractor bond costs in the final job cost detail. Additionally, each of the subcontract agreements inspected stated that this is a subguard project and, therefore, no subcontractor bonds were to be included in the subcontract value.
<ul> <li>b. Obtain a listing of the subcontractor contract values for the subcontractors included in the subcontractor default insurance program.</li> </ul>	<ul> <li>Obtained a listing of the subcontractor contract values for the subcontractors included in the subcontractor default insurance program without exception.</li> </ul>
c. Recalculate the reimbursable amount of subguard insurance costs by taking the subcontractor costs, plus ODPs, times the subguard insurance rate agreed to in a previous project with the Construction Manager.	c. Recalculated the Construction Manager's subguard insurance charges utilizing the rate agreed to in the previous project with the Construction Manager (1.19% times the subcontract value including owner direct purchases). Compared the recalculated amount to the amount in the final job cost detail, resulting in a decrease in the adjusted final job costs by \$11,286, as reported in Exhibit A.  Note: While performing the procedures for a previous project with the Construction Manager, CRI observed third party invoices, payment documentation, and allocation calculations for the allocation of subguard costs to a project. It was agreed between OCPS and the Construction Manager to record subguard charges at a rate of 1.19% of the subcontracted cost. That rate was used in the calculation of the subguard costs for this
d. Obtain written representation that the subcontractors on the Project, enrolled in subguard, have not included bond costs in their payment applications.	Project.  d. Obtained written representation from the Construction Manager that subcontractors enrolled in the subguard program did not include bond costs in their payment applications.
17. Obtain all signed and executed change orders between OCPS and the Construction Manager for the duration of the Project.	<ul> <li>Obtained all signed and executed change orders between OCPS and the Construction Manager without exception.</li> </ul>

RESULTS
<ul> <li>Obtained the ODP log from the District without exception.</li> </ul>
a. Recalculated the ODP percentage, per the ODP log, 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. The Construction Manager did not meet the 25% ODP sales tax goal, as the recalculated percentage is 16.53%. Per the final change order, OCPS is not recommending reimbursement of missed sales tax savings.
<ul> <li>Compared the owner direct purchases per the ODP log to the total signed and executed owner change order amounts relative to owner direct purchases without exception.</li> </ul>
o Compared the not-to-exceed general requirements per the contract documents with the actual general requirements charges noted in the final job cost detail. The Construction Manager reduced the final job costs by an amount that brought the actual expenses below the contractual not-to-exceed amount.
a. Obtained the original GMP amount without exception.

	PROCEDURES		RESULTS
(21. Co	ontinued)		
,	Add the original GMP amount (from 1. above) plus additive change orders and minus deductive change orders from 17. above to get the "adjusted guaranteed maximum price".	b.	The net change order amount was deducted from the original GMP amount and is reported in Exhibit A as the adjusted guaranteed maximum price per the final payment application. Additionally, subsequent to the approval of the final payment application and payment in full by OCPS to the Construction Manager, the Construction Manager did an internal review of the financial reconciliation for the Project. As result, the Construction Manager refunded \$81,969 to OCPS, as reported in Exhibit A.
pa <sup>,</sup> coi	tain the final contract value, per the final y application (noted in 5. above) and mpare it to the adjusted GMP amount calculated in 21.b. above.	0	Compared the adjusted guaranteed maximum price to the final contract value, per the final pay application, without exception.
	calculate the final construction costs as lows:		
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".	a.	The results of performing this procedure are reported in Exhibit A as 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".	b.	The results of performing this procedure are reported in Exhibit A as final construction costs.
C.	Compare the adjusted GMP amount calculated in 21.b. above to the final construction costs amount from 23.b. above.	c.	The results of this procedure are reported in Exhibit A.
the	ing the General Conditions attachment in e contract documents, obtain the raw rates the Construction Manager's personnel.	0	Obtained the raw rates for the Construction Manager's personnel included in the General Conditions attachment in the contract documents.
a.	Obtain from the Construction Manager a listing of the personnel that filled the positions listed in the General Conditions attachment.	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 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.	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.

PROCEDURES	RESULTS
(24. Continued)	
c. Compare the actual pay rate obtained in 24.b. above to the raw rate included in the General Conditions attachment.	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 12 of the 15 samples tested. Overall, the average actual pay rate is 13% under the raw rate for the samples selected.
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.	<ul> <li>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.</li> </ul>
26. Compare the ending balance in the contingency fund, per the contingency log obtained in 25. above, to the change order amount of the funds returning to OCPS, as obtained in 17. above.	<ul> <li>The remaining balances in the contingency funds were returned to OCPS in the final change order without exception.</li> </ul>
27. Obtain a listing of assets acquired by the Construction Manager for the Project and verify the assets were turned over to OCPS.	<ul> <li>Obtained a listing of assets which verified the assets were transferred to another OCPS project without exception.</li> </ul>
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, were compared to the time requirements contained in the contract documents 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 and compared the date of the document to the time requirements contained in the contract documents. Final completion was to be achieved by May 10, 2020. The Certificate of Final Inspection was signed by the Architect on December 15, 2020. The final completion date, as reported on the Certificate of Final Inspection, indicated the Construction Manager achieved final completion 219 days after the contractually required date.
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.	o 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. CRI noted costs of \$781 incurred after the CFI date. All costs were included in the non-reimbursable costs identified by the Construction Manager and, therefore, there is no adjustment needed.

PROCEDURES	RESULTS
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.	reconciliation from OCPS and agreed the guaranteed maximum price on the reconciliation to the guaranteed maximum

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 Core Construction Services of Florida, LLC, 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.

Orlando, Florida April 26, 2023

Carr, Riggs & Ungram, L.L.C.

# The School Board of Orange County, Florida Sunrise Elementary School – Comprehensive Project

## Exhibit A – Project Costs

## **Calculation of the final construction costs**

Calculation of adjusted final job costs:  Construction Manager job costs	\$	6,429,337
Net subcontractor change orders not reflected in the final job cost detail		(5,617)
Subcontractor markup in excess of amounts contractually allowed Subcontractor change order charged to the wrong project		(340) (400)
Reduce payment and performance bond costs to reflect actual third party costs		(4,356)
Reduce general liability insurance to actual costs		(42,175)
Reduce subguard to actual costs  Adjusted final job costs		(11,286) 6,365,163
Adjustica iliiai joo eeste		0,303,103
Original lump sum general conditions		660,470
Calculation of the construction management fee:		
Original construction management fee		363,385
Adjustment to construction management fee in the		•
final change order		1,084
		364,469
Final construction costs	\$	7,390,102
Final construction costs  Calculation of adjusted guaranteed maximum price	\$	7,390,102
	<b>\$</b> \$	<b>7,390,102</b> 8,786,527
Calculation of adjusted guaranteed maximum price  Original guaranteed maximum price Adjustments from change orders	\$	
Calculation of adjusted guaranteed maximum price  Original guaranteed maximum price Adjustments from change orders Adjusted guaranteed maximum price per the final	\$	8,786,527 (1,250,282)
Calculation of adjusted guaranteed maximum price  Original guaranteed maximum price Adjustments from change orders Adjusted guaranteed maximum price per the final payment application	\$	8,786,527
Calculation of adjusted guaranteed maximum price  Original guaranteed maximum price Adjustments from change orders Adjusted guaranteed maximum price per the final	\$	8,786,527 (1,250,282)
Calculation of adjusted guaranteed maximum price  Original guaranteed maximum price Adjustments from change orders Adjusted guaranteed maximum price per the final payment application Refund payment to OCPS subsequent to approval of	\$ \$ - \$	8,786,527 (1,250,282) 7,536,245
Calculation of adjusted guaranteed maximum price  Original guaranteed maximum price Adjustments from change orders Adjusted guaranteed maximum price per the final payment application Refund payment to OCPS subsequent to approval of final payment application and final payment from OCPS		8,786,527 (1,250,282) 7,536,245 (81,969)
Calculation of adjusted guaranteed maximum price  Original guaranteed maximum price Adjustments from change orders Adjusted guaranteed maximum price per the final payment application Refund payment to OCPS subsequent to approval of final payment application and final payment from OCPS  Adjusted guaranteed maximum price		8,786,527 (1,250,282) 7,536,245 (81,969)
Calculation of adjusted guaranteed maximum price  Original guaranteed maximum price Adjustments from change orders Adjusted guaranteed maximum price per the final payment application Refund payment to OCPS subsequent to approval of final payment application and final payment from OCPS  Adjusted guaranteed maximum price  Construction costs, lesser of final construction costs and		8,786,527 (1,250,282) 7,536,245 (81,969) <b>7,454,276</b>
Calculation of adjusted guaranteed maximum price  Original guaranteed maximum price Adjustments from change orders Adjusted guaranteed maximum price per the final payment application Refund payment to OCPS subsequent to approval of final payment application and final payment from OCPS  Adjusted guaranteed maximum price	\$	8,786,527 (1,250,282) 7,536,245 (81,969)
Calculation of adjusted guaranteed maximum price  Original guaranteed maximum price Adjustments from change orders Adjusted guaranteed maximum price per the final payment application Refund payment to OCPS subsequent to approval of final payment application and final payment from OCPS  Adjusted guaranteed maximum price  Construction costs, lesser of final construction costs and adjusted guaranteed maximum price	\$	8,786,527 (1,250,282) 7,536,245 (81,969) <b>7,454,276</b>