

OFFICE OF THE CITY CONTROLLER



**BUILDING SERVICES DEPARTMENT
CONTRACT COMPLIANCE AUDIT
NORTHEAST REGIONAL STREET AND STORM SEWER
MAINTENANCE CENTER**

Sylvia R. Garcia, City Controller

Judy Gray Johnson, Chief Deputy City Controller

Steve Schoonover, City Auditor



OFFICE OF THE CITY CONTROLLER
CITY OF HOUSTON
TEXAS

October 1, 2001

The Honorable Lee P. Brown, Mayor
City of Houston, Texas

SUBJECT: Building Services Department - Contract Compliance Audit (Report No. 01-08)
Northeast Regional Street and Storm Sewer Maintenance Center

Dear Mayor Brown:

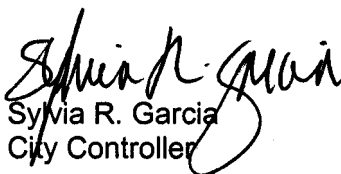
In accordance with the City's contract with Mir•Fox & Rodriguez, P.C. (MFR), MFR has completed a contract compliance audit of the Northeast Regional Street and Storm Sewer Maintenance Center. The purpose of the audit was to identify and review construction costs related to the Northeast Center and all operating costs incurred subsequent to the substantial completion date.

Initially, the Public Works and Engineering Department managed the construction of the building. Just before the project's substantial completion, the City transferred responsibility for this project, as well as all other building construction projects, to the Building Services Department (BSD).

MFR designed the audit to determine whether the contractors met the objectives of their contract and complied with the terms of their contract and whether operating costs were adequately supported and properly approved. Their report, attached for your review, contains several major findings. Although these major findings relate to matters that occurred before the BSD assumed responsibility for the project, the BSD was responsible for resolving these matters. Draft copies of the report were provided to BSD officials. The findings and recommendations are presented in the body of the report and the views of the responsible officials are appended to the report as Exhibit I.

We appreciate the cooperation extended to the MFR auditors by BSD personnel during the course of the audit.

Respectfully submitted,


Sylvia R. Garcia
City Controller

xc: City Council Members
Albert Haines, Chief Administrative Officer
Gerard Tollett, Chief of Staff, Mayor's Office
Monique McGilbra, Director, Building Services Department
Thomas Rolen, Director, Public Works and Engineering Department
Philip Scheps, Director, Finance and Administration Department

August 24, 2001

Honorable Sylvia R. Garcia, City Controller
City of Houston
901 Bagby, 8th Floor
Houston, Texas 77002

Dear Controller Garcia:

In connection with the Building Services Department (BSD)-Contract Compliance Audit we have completed the review of the Northeast Regional Street and Storm Sewer Maintenance Center (Northeast Center). This construction project, initiated in June 1997, was a part of the City of Houston's (City) Capital Improvement Plan for the Department of Public Works and Engineering (PW&E) and was required to meet the need for a street and storm sewer maintenance facility to serve the citizens in the northeast quadrant area.

The total cost approved by City Council for this project was \$7,895,800, including an allowance of \$943,712 for engineering and contingencies, with the total cost appropriated as follows: \$7,339,692 for contract services, \$139,108 for project management and \$417,000 for construction management and inspection services.

In July 1999, the BSD was formed and the responsibility for completion of this project was transferred from PW&E to BSD.

The purpose of our engagement was to identify and review all contracts related to the construction of the Northeast Center and all operating costs related to the property incurred subsequent to the substantial completion date. The objectives of our review included the following:

- Determine that contractors met the objectives of their contract and were in compliance with the terms of their contract.
- Determine that PW&E personnel responsible for the administration of the contracts were in compliance with the City's policies and procedures to ensure that the work performed by the contractors was within the scope of the contracts approved by the City and that the contractors' work was adequately tested.
- Determine that the goods and services acquired through the provisions of the contracts were in compliance with the City's and State of Texas procurement laws.
- Determine that the contracts were in compliance with the City's MWBE program.
- Determine the total amount of operating costs incurred by the City subsequent to substantial completion.
- Determine whether operating costs related to the property were adequately supported and approved.
- Determine that the City's systems of internal control were adequate.

The scope of our review covered transactions from June 3, 1996 to March 31, 2001 and consisted of the following procedures:

- Conducting an entrance conference with the City personnel responsible for the direct oversight of the project.
- Interviewing City personnel involved in the project to identify all parties involved and the key issues.
- Gaining an understanding of the scope of work performed by each contractor by obtaining and reviewing the selected contracts, schedule of values, change orders, work directives, proposed modifications and correspondence files.
- Conducting a walk-through of the new facility to gain an understanding of the project.
- Identifying the areas of significant risk to the City and making the necessary modifications to the audit work program.
- Obtaining and reviewing the bid tabulation documentation, Request(s) for Council Action, insurance and bond information, testing contractor results, and auditing such information for adequacy and compliance with the City's policies and procedures.
- Obtaining and reviewing the occupancy and substantial completion certificates.
- Obtaining and testing the original supporting documentation related to the payments made by the City for construction related expenses, cash allowances and operating costs.
- Identifying the source of funding used to pay the contracts being tested and determining the appropriateness of such funding.

Our procedures were performed through April 30, 2001 and have not been updated since then.

Major Findings

The major findings, described in detail on the following pages of this report, are as follows:

- The City omitted the Development Design from Phase I of the professional architectural services for the Northeast Center.
- PW&E exceeded the original approved amount for engineering services contract number 38016 prior to obtaining additional funding from the City Council.
- The Architect specified and the Contractor installed a truck wash system incapable of cleaning Maintenance and Right of Way (ROW) vehicles.
- The Contractor replaced Vinyl Tile (VCT) flooring several times due to buckling.
- Engineering testing reports were not properly maintained or tracked.


Major Recommendations

PW&E and the BSD should review and revise their processes related to the management of their construction projects. The review should include the following:

- Performance of contract construction management team
- Performance of architectural services
- Expenditure forecasts for all contracts
- Evaluation of errors by contractors
- Monitoring of engineering testing results

Honorable Sylvia R. Garcia, City Controller
August 24, 2001
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Mir•Fox & Rodriquez, P.C. is pleased to have assisted you with this project and we appreciate the assistance and cooperation of both the Building Services Department and the Public Works & Engineering Department.

Very truly yours,
Mir•Fox & Rodriquez, P.C.

Gasper Mir III
Managing Principal

GM/jh

CITY OF HOUSTON

Building Services Audit- Contract Compliance

April 30, 2001

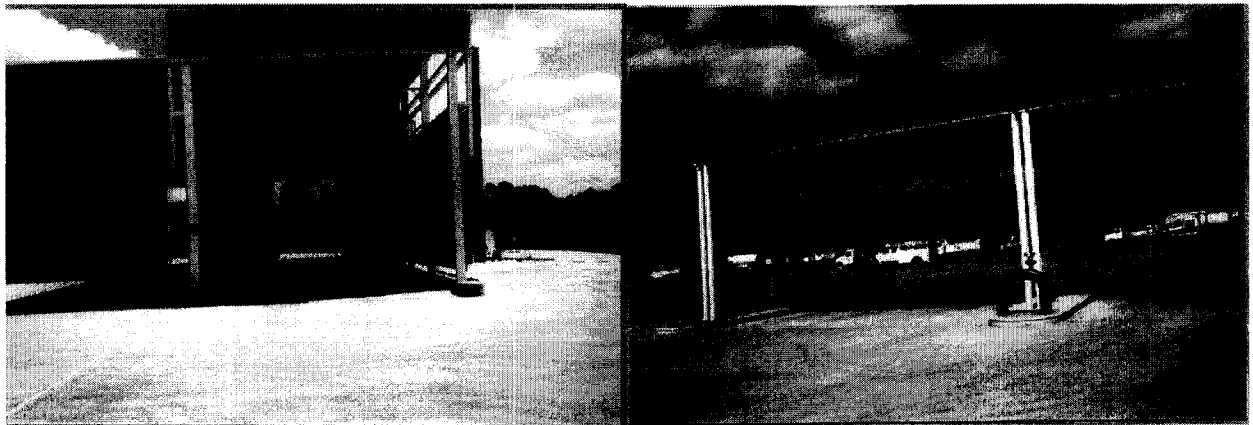
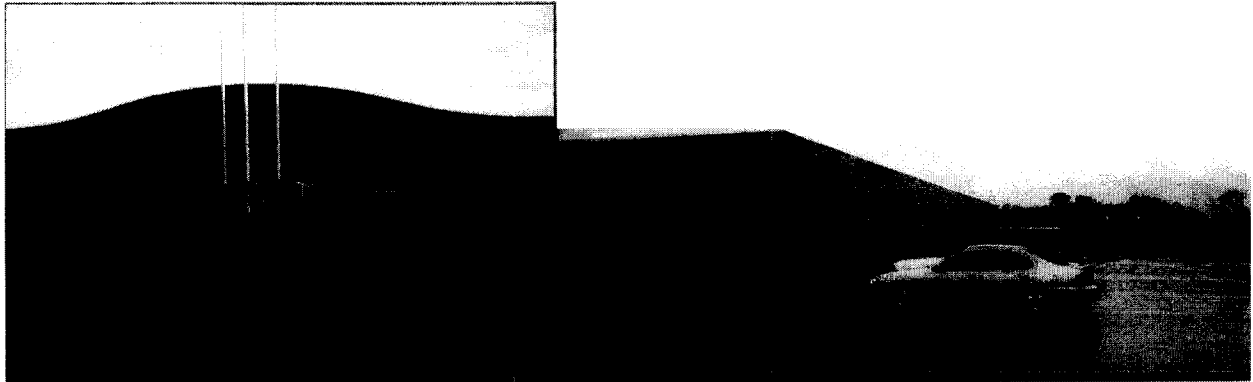
CITY OF HOUSTON
Building Services Department – Contract Compliance

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Introduction

The Northeast Center project consisted of construction of a controlled access facility that included approximately 14,000 square feet for administration and field personnel, warehouse storage of 9,080 square feet, bulk material storage of 145,000 square feet, a vehicle fueling and service area of 2,300 square feet which included two service bays, one wash bay, and a covered area for fuel pumps, and 300 parking spaces for employees, visitors, and service vehicles. The contract duration for this project was 365 calendar days. The Northeast Center is located at 5500 North McCarty Drive.



Dansby and Miller, A.I.A., Architects (Dansby) provided the architectural services to the City through contract number 36603 (Architectural Services Contract) for \$500,000. The City awarded contract number 38015 (Construction Contract) in the amount of \$6,952,088 to Laughlin Environmental, Inc. (Laughlin). The Construction Contract represents a lump sum for the Northeast Center. In addition, the City awarded contract number 38016 (Engineering Services Contract) to Coastal Laboratories, Inc. (Coastal) in the amount of \$40,000 to provide engineering testing services as required by the Construction Contract. The Architectural Services Contract was awarded on June 17, 1996. Both the Construction Contract and Engineering Services Contract were approved by City Council on June 13, 1997. The Construction Contract was substantially completed on August 31, 1999 and as of March 31, 2001 the City had paid \$6,901,053 for the construction services; \$34,907 for engineering

services and \$472,916 for architectural services. The City also paid \$417,000 to Gilbane Building Company (Gilbane) for construction management and inspection services under contract number 37978. On May 3, 2000, City Council approved a Compromise Settlement Agreement between the City and Coastal for additional funding of \$39,950. As of March 31, 2001, the City had not paid the additional monies to Coastal.

In July 1999, the BSD was formed and the responsibility for completion of the projects was transferred from PW&E to BSD.

Timeline

The Construction Contract was awarded in June 1997 with an initial project duration of 365 days. However, it took over three years for the project to be completed. Below is a timeline that shows the significant events that occurred during the span of the project:

Date	Description
06-03-96	City awarded architectural services contract to Dansby for the design phase.
06-17-96	City Council approved Dansby's architectural services contract in the amount of \$500,000.
04-00-97	PW&E requested that Dansby omit the Design Development in Phase I
04-14-97	PW&E informed Dansby that ROW secured the additional funding to complete the entire master plan.
05-02-97	City advertised for bids from construction contractors.
05-29-97	City employed Coastal for engineering testing services for \$40,000.
06-13-97	City awarded the construction contract to Laughlin for \$6,952,088.
07-15-97	City hired Gilbane as the Facilities Construction Manager to oversee existing projects in connection with Capital Projects.
08-11-97	PW&E issued Laughlin the notice to proceed with the construction work
10-03-97	City Council amended Dansby's architectural services contract by approving additional services in the amount of \$150,000.
03-01-98	Laughlin began construction work after a 90-day delay. Rain contributed to 54 of the 90 days. The remaining 36 days were expended waiting for PW&E to grant a construction permit to Laughlin.
08-11-98	Several change orders resulted in the City authorizing Laughlin an additional 269 days to complete the Construction Contract by a May 6, 1999 deadline.
04-01-99	ROW representatives performed a walk-through inspection of the Northeast Center and noted several deficiencies in the construction work that had to be corrected by Laughlin.
07-01-99	BSD was formed by the City and the Northeast Center project was transfer to BSD.
07-09-99	Commercial Washing Systems, Inc., the manufacturer demonstrated the truck wash equipment to project team and found that the truck wash would not wash ROW vehicles.

- 08-30-99 The substantial completion inspection team inspected the construction work at the Northeast Center and noted the deficiencies. The team included representatives from Laughlin, Gilbane, Dansby, and BSD. However, personnel from ROW, for which the facility was constructed, did not attend inspection.
- 08-31-99 Gilbane prepared the Certificate of Substantial Completion on behalf of ROW.
- 09-01-99 Lightning struck the Northeast Center facility, damaging electrical and certain control systems.
- 10-27-99 Representatives from ROW performed a walk-through inspection of the Northeast Center facility and were unhappy with the pending work items that had to be completed by Laughlin.
- 10-28-99 ROW management issued letters to BSD requesting immediate corrective action on the pending items.
- 12-15- 99 BSD representatives conducted another walk-through inspection of the Northeast Center and noted numerous deficiencies.
- 04-15-00 Electrical and control systems repairs were completed and accepted by ROW.
- 05-03-00 City of Houston agreed to pay Coastal the total sum of \$39,950 as full and final settlement for their claim against the City regarding the additional work performed by Coastal. (As of 5/3/00 the total cost for testing service was \$74,856)
- 07-15-00 BSD ordered additional testing due to the persistent problem of moisture vapor and buckling floor tiles.
- 10-01-00 Dansby prepared revised Construction Contract documents for revisions to the truck wash equipment.
- 02-08-01 The City issued and approved a change order to the Construction contract in the amount of \$123,457 to modify the existing facility and to install new truck washing equipment.
- 02-08-01 The City issued another change order to the Construction Contract to replace the floor tile in Building "A", Meeting Room and Building "B" Supervisor's Area and Entry Area.
- 03-15-01 ROW moved into the Northeast Center facility.
- 04-30-01 Truck wash completed and accepted by ROW.

ROW was scheduled to move into the facility around September 1999. In anticipation of their scheduled move in date, the natural gas and electricity was transferred from Laughlin to the City during November 1999. In addition, ROW started to pay for the telephone and wastewater service during May 1999 and March 2000, respectively. ROW moved into the new facility on March 15, 2001. Operating costs incurred by the City for the facility for the period August 31, 1999, the date of substantial completion, through March 31, 2001 is as follows:

Type	3 rd Quarter 1999	4 th Quarter 1999	1 st Quarter 2000	2 nd Quarter 2000	3 rd Quarter 2000	4 th Quarter 2000	1 st Quarter 2001	Total
Security	\$ 9,802	\$ 22,022	\$ 22,055	\$ 29,631	\$ 22,761	\$ 22,772	\$ 22,761	\$151,804
Telephone*	7,500	7,500	7,500	7,500	7,500	7,500	7,500	52,500
Wastewater			4,392	2,243	2,347	2,641	1,584	13,207
Electricity		11,852	13,316	12,048	14,881	14,286	12,307	78,690
Natural Gas		27	79	52		43	64	265
Total	\$17,302	\$41,401	\$47,342	\$51,474	\$47,489	\$47,242	\$44,216	\$296,466

*The amount listed for telephone cost is the base cost. Total monthly telephone cost for the facility was unavailable

Omission of Design Development

Background

According to the professional architectural services contract, services are provided in four phases:

Phase I - Services include Schematic Design and Design Development

Phase II - Services involve the development of Contract Documents (CDs)

Phase III - Services involve the monitoring of construction and other services

Phase IV - Services involve the inspection services and preparation of punchlist

"Phase I- Design Services include Schematic Design and Design Development. Phase I, Schematic Design, will be authorized, in writing, to commence once a fully developed Program and master plan for the site have been approved by the City.

During Design Development of Phase I, the Architect attends review conferences with the Department Director to assure consensus with respect to the Architect's development of the Schematic Design of the Project. At the completion of Design Development, the Architect has substantially solved the details of the design solution and is prepared to start CDs.

Phase II – Services involve the development of CDs, as described in Section 1.3 of the Contract. CDs shall be suitable for the solicitation of competitive construction bids.

Phase III – Services involve the monitoring of construction and other services as specified in Section 1.4 of the contract. At the conclusion of the construction, the Architect shall correct the CADD files for the Project.

Phase IV – Services include inspection of the project with the Contractor, and the Director or such others as the Director may designate. The Architect shall furnish the Director a written report identifying items which require repair or replacement under the general construction warranty provisions of the CDs."

Finding and Recommendation

Finding

Based on our review and analysis of the documentation and discussions with BSD and PW&E personnel, the primary reason the Northeast Center took more than three years to build and be completed for occupancy appeared to be that Dansby, under their Architectural Services Contract number 36603, was not given adequate time to adequately perform their work.

In the RCA, dated June 3, 1996, pertaining to the contract with Dansby, it states that, "This site will be master planned for phased construction. The first phase of construction will include as many improvements as the budget will allow, with follow-on construction phases to follow, as funding permits." Then in a letter dated April 14, 1997, PW&E informs Dansby that ROW has secured funds in order to build the entire master plan. In addition, PW&E stated in this same letter, "If the additions cannot be detailed or specified to the extent necessary for competitive bidding by April 21, provide an estimated amount to bidders for those portions of the Contract Documents (CDs) lacking the detail and include an adequate description of work in Document 01110, Summary of Work."

In addition, according to the letter dated April 14, 1997, PW&E requested Dansby to skip the formal Design Development of Phase I in order to maintain a schedule that would have the Construction Contract awarded by June 30, 1997. Documentation in the files was not sufficient to determine the reason(s) Phases I and II were so rushed and that the Construction Contract had to be awarded by June 30, 1997. The City no longer employs the PW&E personnel who were responsible for the preparation of the letter.

Recommendation

To ensure that the construction project is adequately designed and completed on a timely basis, management should revise their processes to prevent the omission of the formal Design Development of Phase I. In addition, if the scope of the project has numerous changes, adequate time should be given to the Architect to prepare or revise CDs to ensure that construction contractors have adequate information to prepare their bids.

Currently, BSD has a process in place to ensure that all phases of the architectural services are completed. MFRPC conducted an interview with BSD personnel to gain an understanding of their current process. MFRPC did not perform a detailed review of the process.

Extension of Services Prior to Funding Approval

Background

According to the terms of the engineering services contract, " The laboratory recognizes that only \$40,000 has been appropriated and budgeted by the City Council to pay the cost of the services to be performed hereunder and that, unless and until the City Council sees fit to make further appropriation or appropriations for such purpose, the obligation of the City to the Laboratory under this contract or in connection with the subject matter hereof cannot and will not exceed \$40,000. It is further expressly agreed that the liability of the City hereunder shall be limited to funds made available under the said agreement".

Finding and Recommendation

Finding

PW&E requested Coastal to perform additional services after their contract number 38016 in the amount of \$40,000 had been expended. According to the Compromise Settlement Agreement (Agreement), Coastal claimed that their initial funding was exhausted around May 1, 1998 (which correlates with the amounts in the Pay Estimates). Since additional funds had not been appropriated by City Council, a dispute arose regarding the reasonable value of the Alleged Services. The City of Houston and Coastal entered into an Agreement on December 10th 1999 for additional funding of \$39,950. City Council approved the Agreement on May 3, 2000.

Recommendation

The City's construction project managers should perform monthly cash expenditure forecasts for each of the contracts related to a particular project. If there is a need for additional funding, RCA's should be prepared and brought before City Council for review and approval. This cash forecasting practice would help identify contracts that need additional funding and could possibly prevent the City from being involved in legal disputes that can prove costly.

Design Error in Truck Wash System

Background

As part of their architectural services, Dansby was responsible for designing or identifying a vehicle wash system that would clean vehicles utilized by ROW. The truck wash system was described as follows in Addendum II of the construction contract number 38015, "A complete automatic three brush roller type system traveling gantry over sturdy vehicle on surface movement track that will wash and rinse with varied selected pressure, front, roof, rear and both sides of tractors, trailers, vans and cars."

Finding

In relation to contract number 38015, the City was required to pay an additional \$123,457 to remove the original vehicle wash system installed by Laughlin and to install a new type of vehicle wash system, including new shed structure. The original vehicle wash system that Laughlin installed per the Construction Contract was designed to wash flat-sided vehicles such as buses, which is not adequate to wash ROW's vehicles such as dump trucks. We understand that the new wash system is capable of washing dump trucks.

According to Dansby, there were several factors that contributed to the wrong vehicle wash system being installed. The most significant factors are listed below:

- The initial reduction of the time period for design and bidding phases of the project by 6 weeks.
- The decision to omit the design development phase, which is the project phase that major equipment systems are identified, evaluated, and selected.
- The late decision to include the full master planned project scope of work less than two weeks prior to the date for advertisement of bids. As a consequence of this action, design and bidding documents for the Vehicle Service Building were prepared and issued to Contractors during the bid phase of the project. Normal checking and coordination procedures were impaired.
- The lack of experience and familiarity with vehicle wash equipment systems by the Architects, and City design team.
- The failure on the part of the Commercial Washing Systems, Inc. representative to disclose the fact that the Ryko Wash equipment would not effectively wash the service vehicles, even after a complete list of the vehicles was provided to him by the Architects".

Recommendation

Since the City incurred additional expenses for an item that was part of the original contract amount, BSD should meet with the City's Legal Department to determine the parties responsible for the error and therefore liable to the City for the additional cost.

Replacement of VCT Tile

Background

According to the contract, "The Contractor shall be responsible to the City, as may be required by laws and regulations, for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under direct or indirect contract with the Contractor".

Finding

In accordance with contract number 38015, the VCT Tile for the floor was installed by Gilson/Stanley-Ameri-Pro, one of the subcontractors on the construction project. The VCT Tile in the assembly room of building "A" area was repaired in July 1999, prior to substantial completion, due to buckling. Within three months after substantial completion, the tile was again buckling and required replacement. In the pursuing months, irregularities were observed in the same assembly room location as well as in other areas of the Northeast Center.

Testing was ordered by BSD in July 2000, and the testing lab determined that excessive moisture vapor was present and responsible for the tile failure. BSD determined that the existing tile and leveling compound had to be removed. The new tile was installed and accepted by the ROW during March 2001.

Under contract number 38015, the City paid an additional amount of \$56,024 to re-tile the assembly room in building A, the lobby in building B, the supervisor's office, the lounge and certain conference rooms.

Recommendation

Since the City incurred additional expenses for an item that was part of the original contract amount, BSD should meet with the City's Legal Department to determine the parties responsible for the error and therefore liable to the City for the additional cost.

Non-Monitoring of Engineering Testing Results

Background

According to the engineering testing contract, "The Laboratory shall submit 2 copies typed or printed showing all test results, and where required, recommendations for the guidance and direction of the City. Where material tests are involved, the report shall show conformity with or failure to meet the relevant construction specifications."

Finding

Engineering reports pertaining to engineering services contract number 38016 were not sequentially numbered or filed in any type of systematic order. Some reports were bound in a folder, while others were loose in a file. In addition, 54 sealed envelopes that had not been previously opened contained original engineering testing reports. We opened the sealed envelopes and noted that 20 of the 54 reports were duplicates of ones that we found in the other files.

Since the reports were not sequentially numbered nor arranged in a specific order, we were unable to verify that the City had performed, received and reviewed all of the necessary engineering tests. Based on the engineering tests that we reviewed, there were approximately 150 engineering tests and only nine showed failing results. Of the nine failed tests, there was no guidance given on the significance of the failed tests or the need to repeat the tests.

Recommendation

To ensure that the Construction Contractor met the requirements of the Construction Contract and that the Engineering Services Contractor was in compliance with their City contracts, BSD should require its construction management team to closely monitor testing and compile test results as well as, require its Engineering Services Contractors to provide guidance and recommendations pertaining to the engineering tests that have failed. BSD should develop a process to track and monitor failed tests and the related corrective action for each of its projects. The City should also request its Engineering Services Contractors to develop and maintain a sequential numbering methodology for its reports for each City project. In addition, the City should open, review and file all relevant engineering testing documentation within a reasonable time period. Reports related to repeated engineering tests should also reference the original engineering testing report number to provide an audit trail for personnel monitoring test results.

EXHIBIT 1



CITY OF HOUSTON
Building Services Department

Interoffice
Correspondence

To: Sylvia R. Garcia
City Controller

From: Monique McGilbra *MM*
Director
Building Services Department

Date: September 5, 2001

Subject: **Building Services Department Contract
Compliance Audit by Mir Fox &
Rodriguez, P.C.**

In response to the Contract Compliance Audit Report provided by Mir Fox & Rodriguez, P.C., Building Services Department (BSD) has worked closely with the audit team and agree that a number of issues relating to project management were instrumental in the project outcome.

However, I would like to point out that since July 1, 1999, when the Northeast Regional Street and Storm Sewer Maintenance Center project was transferred to the Building Services Department who then assigned its own project management team to this project, those items relating to (1) the performance of the contract construction management team, (2) the performance of the architectural consultant team, (3) the expenditure forecasts for all contracts, (4) the evaluation of errors by the contractor, and (5) the monitoring of all engineering testing efforts, and (6) the review and revision of processes related to the management of construction projects recommended by the Mir Fox & Rodriguez team, had already been addressed by our Building Services Department.

More specifically, this report highlighted a number of flaws in the management of this project. They were as follows:

1. Omission of the Design Development Phase from the Architectural Services Contract:

All architectural contracts issued by the Building Services Department now contain the following Phase Services: Pre-Design or Programming Phase, Schematic Design Phase, and Design Development Phase. Each of these phases requires BSD and Client Department approval before initiation of the next phase.

2. Extension of Services Prior to Funding Approval:

Testing Laboratory services are currently projected on construction project schedules. The specification, job site conditions, and the project management team determine the number and type of tests required. The Project Manager is additionally held accountable for cost projections. All additional fund requests are made through the RCA process. Unless funded, no testing service is requested.

**Views of Responsible
Officials**

EXHIBIT 1

Sylvia R. Garcia
BSD Contract Compliance Audit Report
September 5, 2001-09-05

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3. Design Error in Truck Wash System:

It is BSD's intent to meet with the Legal Department to discuss culpability over the truck wash system error. This discussion will not be initiated until the project is completed and accepted by the Client Department.

4. Replacement of VCT Tile:

As with the design error in the truck wash system, it is BSD's intent to meet with the Legal Department to discuss culpability over the replacement of VCT tile. Again, this discussion will not be initiated until the project is completed and accepted by the Client Department.

5. Non-Monitoring of Engineering Testing Results:

The recommendations made by Mir Fox & Rodriguez regarding the monitoring of engineering tests have, for all practical purposes, been incorporated in the project management process. Field test reports are received and reviewed by the Quality Control Project Manager who oversees the testing laboratory contract. Failed test results are highlighted and reported to the Building Services Department's Design and Construction Project Manager, who is responsible for corrective action. When a failed test is reported, the failed test is repeated and a new report is submitted. This process initiates and correlates corrective action. All reports are sequentially numbered with a reference to the initial submittal. With reference to payment requests, the Project Manager, prior to the preparation of any Pay Estimate, reviews all invoices for accuracy.

Should additional information or clarification be required, I can be reached at 713-247-2157.

MM:emjcs

Attachment: Contract Compliance Audit Report

cc: Eugene M. Inouye w/attachment
Steve Schoonover w/attachment

**Views of Responsible
Officials**