

OFFICE OF THE CITY CONTROLLER



**AVIATION DEPARTMENT
CONTRACT COMPLIANCE AUDIT
CONSTRUCTION PROJECT NO. 501
BUSH INTERCONTINENTAL AIRPORT
REMOTE AIRCRAFT APRON AT IAB**

Sylvia R. Garcia, City Controller

Judy Gray Johnson, Chief Deputy City Controller

Steve Schoonover, City Auditor



SYLVIA R. GARCIA

OFFICE OF THE CITY CONTROLLER
CITY OF HOUSTON
TEXAS

September 20, 2001

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

SUBJECT: Aviation Department – Bush Intercontinental Airport
Remote Aircraft Apron at IAB - Contract Compliance Audit (Report No. 01-06)

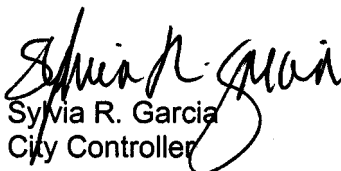
Dear Mayor Brown:

In accordance with the City's contract with JeffersonWells International (JWI), JWI has completed a contract compliance audit of the Aviation Department's contract between the City and J. D. Abrams Construction Company for the construction of Project 501, Remote Aircraft Apron at IAB located at George Bush Intercontinental Airport. JWI's objectives included determining (1) if the contractor met the stated objectives of its contract with the City and the performance of work was in compliance with contract terms; (2) if Aviation Department personnel responsible for construction and contract administration complied with City policies and procedures; and (3) the adequacy of the Aviation Department's systems of internal control as related to the contract under audit.

The report, attached for your review, concludes there were no significant weaknesses regarding contract compliance or internal controls. However, the auditors did note that contract management and compliance could be enhanced through closer adherence to a number of specific General and Supplementary Conditions sections of the contract. Draft copies of the matters contained in the report were provided to Department officials. The views of the responsible Department officials as to action taken or being taken are appended to the report as Exhibit I.

We commend the Department for taking immediate action on recommendations identified in the report. Also, we appreciate the cooperation extended to our auditors by Department 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
Richard M. Vacar, Director, Aviation Department
Philip Scheps, Director, Finance and Administration Department

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August 17, 2001

Sylvia R. Garcia, Controller
City of Houston

**Re: Contract Compliance Audit Report – City of Houston, Department of Aviation
Construction Project 501 – Remote Aircraft Apron at IAB
George Bush Intercontinental Airport / Houston**

Dear Controller Garcia,

At your request, Jefferson Wells International (“Jefferson Wells”) performed a contract compliance audit of Project No. 501. The contract, dated December 12, 1998, between the City of Houston (“the City”) and J. D. Abrams Construction Company (“the prime contractor”), was a unit price contract with an original estimated value of \$23,320,709 including five (5) cash allowances totaling \$432,500, exclusive of change orders.

We performed fieldwork at the Department of Aviation’s offices for the period from March 5 through April 19, 2001. As discussed in our proposal, the primary audit objectives included:

- Determining that the contractor met the stated objectives of its contract with the City and that the performance of the work was in compliance with the terms of those contracts.
- Determining that Department of Aviation personnel responsible for construction and contract administration complied with the City’s policies and procedures and ensured that the work performed was in compliance with the scope of the contract, and that all such work was adequately overseen and inspected for completeness and adherence to stated requirements.
- Determining that the procurement of all goods and services obtained through the provisions of the contract was in compliance with the procurement laws of the City and of the State of Texas.
- Determining the adequacy of the Department of Aviation’s systems of internal control as related to the contract under review.

Scope

Planning consisted of meetings with Department of Aviation, Planning Design and Construction (“PDC”) Division and Finance Division management personnel, as well as with the Audit Division of the Office of the City Controller. In these meetings there were discussions concerning the organization of the department, the reporting lines, the physical locations of project management personnel and project records, the specifics of the prime construction contract under audit, and general departmental procedures for managing construction projects.

Ongoing progress discussions were held with PDC Division management to discuss all issues and related recommendations. An initial closing meeting was held at the end of audit fieldwork to discuss the written recommendations with Department of Aviation management.

In general, our testwork excluded steps typically performed by the City of Houston’s external auditors, and we did not perform the attest function. Our testwork excluded high-level operational consulting in areas such as effectiveness of the planning or design functions and effectiveness of the overall management of the department. Our testwork focused on the control environment for the aforementioned areas under audit, and compliance with established internal controls in those areas.

Conclusion

Based on the testwork performed, we noted no significant weaknesses in internal control or contract compliance. With the exception of the specific deviations noted in our findings below, we found consistently applied procedures and adequate internal controls in all areas tested. While there appears to be a satisfactory control environment in those areas, we noted that contract management and compliance could be enhanced through closer adherence to a number of specific General Conditions and Supplementary Conditions sections of the prime contract as noted in our findings. We feel that there is an opportunity for improved collaboration with the City’s Affirmative Action and Contract Compliance Division (“AA and CC Division”) in regard to compliance with specific contract provisions related to prevailing wage reporting. Since the completion of our audit fieldwork, management has agreed to take action to address these issues, although we have not performed subsequent audit work to verify these actions. Our recommendations appear in the pages to follow.

Respectfully submitted,

Bryan J. Guidry, Engagement Manager - Internal Audit Services
Jefferson Wells International

cc: Kyle Scaff, Jefferson Wells International

EXECUTIVE SUMMARY

- Our review of the certified payroll records on file with the City AA and CC Division for project 501 revealed that certified copies of payrolls were not obtained from four of the subcontractors as required by contract General Conditions Article 3.6. Our testing also revealed that the certified payrolls for the remaining nine subcontractors on the project were properly submitted and maintained on file, and met all labor classification and wage scale requirements.
- Our review revealed that contractor and subcontractor certified payrolls submitted to the AA and CC Division properly included the “Statements of Compliance” required by Contract Supplementary Conditions Article 15.8.3.2.1, but that these documents were never forwarded by the AA and CC Division to the Federal Aviation Administration.
- In our review of Work Change Directives we noted that rates allowed by Contract Supplementary Conditions Article 7.4.2.2.6.a for contractor-performed work are 10 percent for overhead and 5 percent for profit. The calculation method used by J.D. Abrams, Inc. added 10 percent to the actual base cost for overhead and then added 5 percent to the total of cost plus overhead. This method allowed the contractor to charge 0.5% excess profit on all change order work performed by them. While the change order work performed on this contract by the contractor was minimal, this calculation could substantially increase the cost of a contract when there is significant change order work performed directly by the prime contractor.
- Included in the cost of Work Change Directives prepared by the Senior Project Manager is a charge of 1% of the total change order cost for bonds. The General Conditions of the contract require the contractor to provide a Performance Bond, Statutory Payment Bond, and One-Year Maintenance Bond in the amount of 100% of the contract price. Supplementary Conditions require the contractor to provide a One-Year Surface Correction Bond amounting to 4% of the total contract amount. There has been one (1) change order issued for the contract increasing the contract price to \$23,945,748. Our review of contract files maintained by the Department of Aviation did not reveal any evidence that the contractor had escalated the bond amounts to coincide with the revised contract value.

EXECUTIVE SUMMARY (continued)

- Supplementary Conditions Article 11.2.10 requires the contractor to require that all subcontractors performing work on the project provide insurance coverage to the levels specified in Article 11 Table 1A of the contract. In addition, Article 11.2.10 requires the contractor to obtain from all subcontractors a valid certificate of insurance verifying those coverage levels and periods and to provide that documentation to the City for its files.

Our review of subcontractor insurance documentation revealed that the prime contractor had not provided such to the City for its files. We noted that the Department of Aviation as a matter of practice had not required the contractor to do so, instead relying on the prime contractor to obtain and maintain the documentation. Our review of available documentation of subcontractor insurance coverage supplied by the prime contractor during our audit revealed that for two subcontractors there was no certificate of insurance available, evidence of builder's risk insurance was missing for all subcontractors, and for all but three subcontractors the documentation provided did not cover all or part of the period the subcontractors actually performed work on the project.

- In our review of the Pay Estimates we noted a discrepancy in the unit price for Item Number 16740-06, (48) Fiber Bundle Outdoor Cable. On the Bid Tabulation Form, 00405-12, the bid price submitted by the contractor was \$7.50 per LF. On both the pay estimates submitted by the contractor and the Department of Aviation, the unit price was shown as \$7.00 per LF. There were a total of 9,528 LF of the item installed on the project. The correct final extended price on the pay estimates should have been \$71,460 as compared to the amount submitted of \$66,696. This amounted to an underpayment to the contractor of \$4,764. There was no reason found for the unit price change. This under-pricing appears to have been due to an input error on the pay estimate backup calculation form.
- In our review of required documentation it was learned that the contractor did not submit in writing the names of suppliers proposed to the City Engineer for review and approval as required by General Conditions Section 5.2.1. PDC did not request this information from the prime contractor and, therefore, did not receive it.

We also noted that PDC did not monitor the contractor to ensure compliance with General Conditions Section 5.2.4 which states: "Contractor shall execute contracts with suppliers and approved subcontractors within 30 days after the date of the Notice to Proceed."

General

The City of Houston owns and operates the three primary commercial airports that serve the City, in addition to the downtown heliport. The Department of Aviation is charged with operating and maintaining the existing facilities. It is also responsible for the planning, design and construction of capital additions to these facilities through its PDC Division. The specific construction project under review is Project 501, Remote Aircraft Apron at IAB located at George Bush Intercontinental Airport. The project management for this \$23,320,709 capital project was performed directly by the Construction Division of PDC. On this project, the Notice to Proceed was issued on January 4, 1999 with planned substantial completion within two hundred ninety-four (294) calendar days, or by October 24, 1999. The project was completed on time. The final construction cost was \$23,391,499, including one change order totaling \$625,040. This represents a net contract under-run of \$554,249 based on actual quantities installed at the specified unit rates.

Findings & Recommendations

Finding

General Conditions Article 3.6 requires the contractor to comply with governing statutes providing for labor classification of wage scales for each craft or type of laborer, worker, or mechanic. The General Conditions further require that the contractor submit to the City AA and CC Division each week, certified copies of payrolls showing classifications and wages paid by the Contractor and all Subcontractors for each employee working on the Project for any day included in the Contract.

Our review of the certified payroll records on file with the City AA and CC Division for project 501 revealed that certified copies of payrolls were not obtained from four of the subcontractors. Our testing also revealed that the certified payrolls for the remaining nine subcontractors on the project were properly submitted and maintained on file, and met all labor classification and wage scale requirements.

Recommendation

PDC should collaborate with the City AA and CC Division to ensure that a complete and current listing of all subcontractors that work on a Department of Aviation project is maintained with the AA and CC Division to facilitate proper reporting of certified payrolls on a weekly basis.

Finding

Supplementary Conditions Article 15.8.3.2.1 requires the contractor to submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the City for transmission to the Federal Aviation Administration. Each payroll submitted must be accompanied by a “Statement of Compliance,” signed by the Contractor and applicable Subcontractors, or their agent who pays or supervises the payment of the persons employed under the contract, certifying the following: that the payroll for the payroll period contains the information required to be maintained under Supplementary Conditions Article 15.8.3.1, and that such information is correct and complete; that each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; and that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Our review revealed that certified payrolls submitted to the Affirmative Action and Contract Compliance Division properly included the required “Statements of Compliance”, but that these documents were never forwarded by the AA and CC Division to the Federal Aviation Administration.

Recommendation

The Affirmative Action and Contract Compliance Division should take the necessary steps to ensure that all required documentation is properly forwarded to the Federal Aviation Administration on capital projects that include FAA funding.

Finding

In our review of Work Change Directive estimates prepared by J.D. Abrams, Inc., the prime contractor, we noted the calculation method used for proposed adjustments to the contract price. The proper rates as allowed by Supplementary Conditions Article 7.4.2.2.6.a for contractor-performed work are 10 percent for overhead and 5 percent for profit. The calculation method used by J.D. Abrams, Inc. added 10 percent to the actual base cost for overhead and then added 5 percent to the total of cost plus overhead.

The method used for Work Change Directive overhead/profit calculations for work performed by the contractor allowed the contractor to charge 0.5% excess profit on all change order work performed by them. While the change order work performed on this contract by the contractor was minimal, this calculation could substantially increase the cost of a contract when there is significant change order work performed directly by the prime contractor.

Recommendation

Revise the contract wording regarding the 10% overhead allowance and 5% profit allowance for contractor-performed change order work to clarify the proper application of those allowances. To ensure uniformity in calculations on all projects, the accepted methodology should be reviewed with all contractors upon receipt of initial Work Change Directives (WCD's).

Finding

Included in the cost of Work Change Directives prepared by the Senior Project Manager is a charge of 1% of the total change order cost for bonds. The General Conditions of the contract require the contractor to provide a Performance Bond, Statutory Payment Bond, and One-Year Maintenance Bond in the amount of 100% of the contract price. Supplementary Conditions require the contractor to provide a One-Year Surface Correction Bond amounting to 4% of the total contract amount.

There has been one (1) change order issued for the contract increasing the contract price to \$23,945,748. Our review of contract files maintained by the Department of Aviation did not reveal any evidence that the bond values had been increased to the revised contract value.

Recommendation

Require the contractor to obtain and provide to the City written proof that the contract values for all bonds have been increased after each formal change order has been issued.

Finding

Supplementary Conditions Article 11.2.10 requires the contractor to require that all subcontractors performing work on the project provide insurance coverage to the levels specified in Article 11 Table 1A of the contract. In addition, Article 11.2.10 requires the contractor to obtain from all subcontractors a valid certificate of insurance verifying those coverage levels and periods and to provide that documentation to the City for its files.

Our review of subcontractor insurance documentation revealed that the prime contractor had not provided such to the City for its files. We noted that the Department of Aviation as a matter of practice had not required the contractor to do so, instead relying on the prime contractor to obtain and maintain the documentation. Our review of available documentation of subcontractor insurance coverage supplied by the prime contractor during our audit revealed that for two subcontractors there was no certificate of insurance available, evidence of builder's risk insurance was missing for all subcontractors, and for all but three subcontractors the documentation provided did not cover all or part of the period the subcontractors actually performed work on the project.

Recommendation

Require the prime contractor to provide documentation to the City that all subcontractors obtained and maintained adequate insurance coverage during the period work was performed in accordance with the contract requirements. Once obtained from the prime contractor, this documentation should be maintained in the project file with other contractual documents.

Implement the use of a checklist to ensure that all contract documents are maintained on file by the Department of Aviation. Such documents include any attachments made a part of the contract by specific reference in the signed agreement. PDC personnel should review this checklist and the actual documentation for completeness at the beginning of the project and again prior to issuing a notice of substantial completion to the contractor. Any changes to the checklist of required documents during the project life-cycle should be approved by authorized personnel for permanent reference. Documents requiring updates due to changes in contract value (i.e. payment, performance, maintenance, and surface correction bonds and builder's risk insurance) should be verified for accuracy and completeness prior to a declaration of substantial completion.

Finding

In our review of the Pay Estimates we noted a discrepancy in the unit price for Item Number 16740-06, (48) Fiber Bundle Outdoor Cable. On the Bid Tabulation Form, 00405-12, the bid price submitted by the contractor was \$7.50 per LF. On both the pay estimates submitted by the contractor and the Department of Aviation, the unit price was shown as \$7.00 per LF. There were a total of 9,528 LF of the item installed on the project. The correct final extended price on the pay estimates should have been \$71,460 as compared to the amount submitted of \$66,696. This amounted to an underpayment to the contractor of \$4,764. There was no reason found for the unit price change. This under-pricing appears to have been due to an input error on the pay estimate backup calculation form.

Recommendation

Prior to the Department of Aviation's submittal of the first pay estimate to the Controller's Office on Unit Price contracts, the unit prices used in payment calculations should be closely reviewed and compared to the prices on the bid tabulation forms. Accounting and project management personnel should perform this review independently. Any differences should be researched and the necessary corrections made. Any authorized unit price changes should be documented and approved by the City.

Finding

In our review of required documentation it was learned that the contractor did not submit in writing the names of suppliers proposed to the City Engineer for review and approval as required by General Conditions Section 5.2.1. PDC did not request this information from the prime contractor and, therefore, did not receive it.

We also noted that PDC did not monitor the contractor to ensure compliance with General Conditions Section 5.2.4 which states: “Contractor shall execute contracts with suppliers and approved subcontractors within 30 days after the date of the Notice to Proceed.”

Recommendation

PDC should require the contractor to comply with the General Conditions as written. If there are items in the General Conditions that are not to be followed, they should be noted as “deletions” in the Supplementary Conditions or Addenda.

EXHIBIT 1

CITY OF HOUSTON INTEROFFICE CORRESPONDENCE

TO: Ms. Sylvia R. Garcia
City Controller

FROM: Director of Aviation
Houston Airport System

DATE: June 14, 2001

SUBJECT: Contract Compliance Audit
Report-City of Houston,
Department of Aviation
Construction Project 501-Remote
Aircraft Apron at IAB George
Bush Intercontinental
Airport/Houston

This is in response to the findings and recommendations contained in the draft report on the referenced audit submitted to your office by Jefferson Wells International on May 31, 2000. The audit contained seven (7) findings that two of which may be characterized as financial and five as procedural. One of the financial findings concerned the calculation to include mark-up for overhead and profit on contract changes and the other with an apparent error in entering the unit price for a specific line item of work into the database utilized for calculation of monthly progress payments. In the first of these findings we maintain that our method of calculation is the correct and customary method of determining the mark-up on changes. We acknowledge the error in the second financial finding which resulted in an underpayment of \$4,764.00 to the contractor. The contractor was contacted about this error and elected to forgo correction in favor of speeding contract closeout and payment of retainage due.

Of the five (5) procedural findings two (2) were related to documentation provided directly to the Affirmative Action and Contract Compliance Division from the contractor and to which the Aviation department is not privy. We have attached correspondence from AA and CC Division addressing those findings.

We have also attached a synopsis of each audit finding and our detailed response to it for your review. We have, as stated in the responses, taken steps to ensure that the shortcomings will not be repeated.

Should you have any questions, please feel free to contact my office.


Richard M. Vacar

RMV:ERP:JSK

Attachments

cc: Mr. Richard Berrones
Mr. Eric R. Potts
Mr. John S. Kahl

Central File

*Views of Responsible
Officials*

EXHIBIT 1

**Audit Finding Response
Project 501
Remote Aircraft Apron at IAB
George Bush Intercontinental Airport / Houston**

Finding No. 1: The contractor is required to supply to Affirmative Action and Contract Compliance Division each week, certified copies of payrolls showing classifications and wages paid by the contractor and all subcontractors for each employee working on the project. Affirmative Action did not have payrolls from four subcontractors.

Response: The PM will remind the Contractor at the Pre-Construction meeting of the obligation to notify Contract Compliance of any changes in Sub-contractors and the responsibility of the Contractor to submit all payrolls to Contract Compliance. The project inspector will note new subcontractors on daily reports and give information to PM and Contract Compliance. When we acquire an on-site Contract Compliance Officer from Affirmative Action, the on-site officer can note any changes in subs and relay the information to Aviation and Contract Compliance. Contract Compliance should notify the Contractor (and copy Aviation) during the project if they are not receiving subcontractor certified payrolls from the Prime.

Finding No. 2: Supplementary Conditions Article 15.8.3.2.1 requires the contractor to submit weekly payrolls to the City for transmission to the FAA. While the payrolls were submitted to Affirmative Action and Contract Compliance Division they were never forwarded to the FAA.

Response: The Contract Compliance Division should take the steps necessary to ensure all required documentation is properly forwarded to the FAA on capital projects where there is FAA funding and the FAA requires such documentation. Since our original response we have checked with the FAA and they do not need or want copies of payrolls. We will take steps to remove this requirement from our standard documents.

Finding No. 3: The contractor charged and was paid 10% overhead and 5% profit on changes. This is covered in Supplementary Conditions 00800-9 Article 7.4.2.2.6.a. The issue is the method of calculation, i.e. multiply the direct cost of the change by 1.15 or multiply by 1.10 and then that product by 1.05. The difference is .05%.

Response: We have reviewed the method of calculation of overhead and profit on WCDs and discussed it with some contractors. The charge for overhead is a cost of doing business by the contractor. Profit is based on the contractor's total cost, including overhead. Therefore, we feel the calculation of profit on the product of direct cost times mark-up for overhead is proper. The specific computation will be clarified in future contracts.

Views of Responsible
Officials

EXHIBIT 1

Finding No. 4: Change orders include a charge for bonds of 1%. In the one change order passed on this project there is no evidence that the contractor used these funds to pay the bonding company.

Response: The contractor pays for bonds based on total value of the contract. At the close out of the contract or whenever retainage is reduced the City requires documentation from the contractor's surety that they agree to reducing or releasing retainage. At that time, the surety knows the final amount of the contract and payment (for additional work) or credit is paid. In the future we will request documentation from the surety periodically throughout the contract term.

Finding No. 5: Supplementary Conditions 00800-10 Article 11.2.10.9,10 &11 requires the contractor to require that all subcontractors performing work on the project provide insurance coverage to the levels specified in Article 11 Table 1A of the contract. The prime contractor had not supplied such documentation.

Response: We acknowledge not receiving this documentation from the contractor. We will amend our procedures by closely reviewing checklist items to require these certificates during the term contract. Some contractors have informed us that they keep a file of these certificates, however, the requirement to deliver them to the City has been missed.

Finding No. 6: In a review of pay estimates a discrepancy in the unit price for Fiber Optic Cable was noted. The contract prices listed \$7.50/lf and the payment document listed \$7.00/lf. The extension of this discrepancy results in an underpayment of \$4,764.00 to the contractor.

Response: When a unit price based contract commences, the initial entries of those unit prices is made either by the Aviation department or the contractor and the file is shared. In either case the error was made and not discovered. The contractor was contacted and asked if he desired the City to amend the final payment amount and delay final payment or proceed with the amount previously agreed to. The contractor elected to forego the \$4,764.00 and proceed with contract close out.

Finding No. 7: General Conditions Section 5.2.1 requires the City Engineer to review and approve proposed suppliers. In addition, Section 5.2.4 requires the Contractor to execute contracts with suppliers and approved subcontractors within 30 days after the date of Notice to Proceed.

Response: Under the open bidding laws the City cannot deny business to any supplier or subcontractor as long as they meet the requirements of the contract. In addition the 30 day time period for execution of contracts between the prime and suppliers and subcontractors cannot be held to due to submittals not being approved at that time and some of the work may be far down on the schedule and that sub-contractor or supplier may not be available at that time.

Views of Responsible
Officials

EXHIBIT 1



CITY OF HOUSTON
Affirmative Action and Contract Compliance
Interoffice Correspondence

To: Eric Potts, Deputy Director
Department of Aviation

Date: June 18, 2001

From: *[Signature]*
Velma Laws, Assistant Director

Subject: Contract Compliance Audit Conducted
by Jefferson Wells International

I am providing the following information for inclusion in the Aviation Department's response to the findings of the Jefferson Wells audit.

Regarding the first recommendation that "PDC should collaborate with the City AA and CC Division to... facilitate proper reporting of certified payrolls on a weekly basis:"

"As the result of a collaborative effort between the Department of Aviation and the Affirmative Action and Contract Compliance Office, three Affirmative Action employees have been placed at the airport to monitor and maintain records of all Aviation construction projects. All documents pertaining to these projects, including certified payrolls, will be maintained at the airport. This will allow for better coordination between both departments, thereby facilitating proper reporting of certified payrolls and other information."

Regarding the second recommendation that "the Affirmative Action and Contract Compliance Division should take the necessary steps to ensure that all required documentation is properly forwarded to the Federal Aviation Administration on capital projects that include FAA funding:"

"The Federal Aviation Administration does not require the submission of certified payrolls. They require that contracts are properly monitored and administered, and that all necessary documentation is maintained. By moving personnel and files to the Department of Aviation, all information will be readily available on site if it is ever requested by the FAA."

Please include these statements in your final response to Jefferson Wells. If you have any questions or need additional information, I can be reached at (713) 837-9018.

c: John J. de Leon
Richard Berrones

*Views of Responsible
Officials*