



REGULATED STORAGE TANK
TRUST FUND
COST CONTROL GUIDELINES DOCUMENT

Arkansas Department of Environmental Quality
REGULATED STORAGE TANK DIVISION -TRUST FUND SECTION
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Prepared by the Program Support Staff

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INTRODUCTION

The Petroleum Storage Tank Trust Fund was established in Arkansas by Act 173 of 1989, to assist tank owners in meeting their financial responsibility in cleaning up the release of petroleum products. Deposits to the trust fund are made after collection of an environmental fee based on a per gallon tax ultimately paid by the consumer. Tank fees, established by Act 172 on 1989, were designated to provide funding for the enforcement, technical and program support activities.

Eligibility to receive funds as reimbursement for remediation work is conditional upon the tank owner being in substantial compliance with federal and state laws and regulations. In Arkansas the responsibility for hiring the cleanup contractor is placed upon the owner of the tanks. **The trust fund will reimburse only reasonable costs as determined by the Regulated Storage Tank Staff and the advisory committee.**

The Regulated Storage Tank support staff has produced this document to help the tank owner in meeting the reasonable cost requirement necessary before reimbursement is made.

RECOMMENDATIONS FOR RESPONSIBLE PARTIES

1. Because we must prevent the spread of contamination into the groundwater to prevent additional damage to the environment and third party property, it is important that an emergency response contractor/personnel is assigned to the cleanup project within minutes or hours. This phase of the cleanup is not the time to consider cost alone and normal bidding, hiring, purchasing procedures are not required or expected.
2. After containment of the spill, it is recommended that the owner obtain price proposals from three environmental, engineering or other contracting firms. The proposals should include: (a) Experience, training and availability of staff and equipment to accomplish the removal of the contamination. The proposal should include price quotes by line item, based on quantities. For example: hourly rates of project managers, geologists, engineers, draftsmen, CAD operators and clerical staff. (b) Equipment rental or purchase quotes should be obtained based on hourly, daily or monthly rates that include the manufacturer, model number, capacity for each component of the remediation system. (c) The hauling of dirt should be quoted on a cubic yard basis. The cost of paving should be specified in the same quality and depth as the original surface on a per square yard unit cost basis.
3. Any major equipment that is to be used for at least one year should be purchased rather than rented monthly. The responsible party needs to be aware of the savings to be obtained if the equipment is purchased rather than leased on a site projected to last for several years. Of course, on a short-term project it is less expensive to lease. EPA cost guidelines are available upon request from the RST staff.
4. Please review the EPA FACT SHEETS No. 1 through 5 - CONTROLLING UST CLEANUP COSTS included with this booklet.

EQUIPMENT REIMBURSEMENT GUIDELINES

This document will serve as a guideline for the Regulated Storage Tank (RST) Division in evaluating and approving equipment costs associated with a remediation project which qualifies for reimbursement from the Petroleum Storage Tank Trust Fund under ADEQ Commission Regulation 12.

Definitions:

Apparatus: Equipment consisting of several individual pieces and assembled on site for a specific purpose.

Corrective Action Plan: The plan approved by the RST Division of the ADEQ which details the remedial activities, and their associated costs, to be performed at a specific project site.

Controlled Company: Common ownership or family control of 5% or more.

Equipment: The implements used in a remediation operation or activity that have some residual value after the activity has been completed.

Maintenance and Operation: Includes any normal repair or part replacement costs necessary to keep a piece of equipment functional are allowable to the extent they are not otherwise included in rental charges.

O/O: Owner/Operator

Owner: As defined in Regulation 12.

Operator: Any person or persons determined to be the operator of the RST System at the time of the incident which requires remediation.

Remediation Equipment: Equipment that remains on site throughout the cleanup such as air strippers or pump and treat and soil venting.

RST Project Manager: The RST project engineer/geologist assigned responsibility for the specific project requiring remedial activities.

Supplies: Items expended over a short period of time and having little or no residual value, such as sampling bottles, latex gloves, and disposable bailers, should be listed as "supplies."

Tools of the Trade: Testing or analyzing devices, surveying equipment, sampling pump, and tools, personal protective or safety equipment, and other tools or devices frequently used on multiple sites and typically used by environmental consultants during remediation operations.

Trust Fund Manager: The RST Program Support Manager

EQUIPMENT REIMBURSEMENT GUIDELINES

For reimbursement purposes, equipment is defined as the "implements used in an operation or activity that has some residual value after the activity has been completed." Equipment expended over a short period of time and having little or no residual value, such as sampling bottles, latex gloves, and disposable bailers, should be listed as "supplies."

Equipment expenses for the purpose of owner/operator (O/O) reimbursement provided the equipment purchase or rental cost estimates has been reviewed through the site assessment and or the corrective action review process, should be presented according to one of the categories listed below. All requests for reimbursement of equipment cost must list on each invoice the following: Name of the equipment or apparatus, model and serial numbers, and total number of days the equipment was on line.

All the remediation equipment should be in operational order at all times unless reported to the RST project manager or trust fund manager. Two consecutive unreported out-of-operation conditions when discovered by the RST Project Manager may result in the denial of partial reimbursement on the next reimbursement application.

Any one or a combination of the following six equipment reimbursement scenarios may be presented in a site assessment or corrective action work plan for conditional approval:

1. **Remediation equipment rented directly from a company in the business of renting equipment.** (Primarily short term - less than one year)
 - A. Consideration of this category requires that total compensation to a rental company should not exceed 150% of the original cost.
 - B. Rentals in this category shall be from companies specifically in the rental business and cannot be in business holdings by common ownership or family control of 5% or more with the O/O or the O/O's contractor unless written prior approval is given by the Department's RST Division. See category 6D.
 - C. Rental rates shall be based on the consideration of a minimum of three documented third party quotes. If the rate selected is considered unreasonable by the RST division Staff, additional quotes may be necessary.
 - D. For reimbursement purposes, the O/O may allow his contracting company to organize and submit rental invoices and proof of payment from each vendor as specified in Regulation No. 12, Chapter 4, Section 5b(vi). Operation must be invoiced separately unless a service contract is provided from the equipment company. The company must provide at no cost the replacement of any defective component of the remediation equipment.

2. **Equipment purchased and charged in one lump sum.**

- A. Equipment in this category must receive prior approval from the Regulated Storage Tank (RST) Trust Fund Manager.
- B. Equipment identified here becomes the property of the State when the project has been completed. The contractor will be reimbursed for the disassembly and the inventory and transportation of the equipment to a site in Little Rock selected by the RST Project Manager. The site may be the State's Marketing and Redistribution outlet.

NOTE 1: Interest or finance charges may be considered part of the purchase price. Maintenance and operation must be invoiced separately for the duration of the project.

3. **Remediation equipment leased/purchased by a contractor and leased back to a specific project for the full life of the project on a scheduled basis.**

- A. The same rule applies here as in category 2 above.
- B. If the project ends before the equipment is paid for, the RST Trust Fund Manager may require the owner/operator to pay the remaining purchase price of the equipment before being reimbursed or require the contractor to retain the equipment for use on subsequent projects. Equipment becomes the property of the state if fully reimbursed as a lease/purchase.

4. **Remediation equipment purchased by the O/O's contractor and leased back to a specific project over the full depreciation of the equipment.**

- A. This is equipment that remains at the site, such as an air stripper, pump and treat apparatus, or a soil venting type of apparatus. Once the project is completed, the contractor retains ownership.
- B. The site assessment and/or the Corrective Action Plan (CAP) must list the estimated purchase cost and the estimated life of the equipment. Once the equipment is purchased, schedule charges must be adjusted to the remediation equipment formula in appendix A.
- C. The projected lifetime of the apparatus must be used to estimate the schedule charges.
- D. For reimbursement purposes, the first application must include invoices with an attached listing of all equipment by manufacturer's name and serial number, model number, age, useful life. Also, when applicable identify by name of the apparatus.

When parts of the apparatus are fabricated, provide material purchase invoices with the name of the apparatus attached. Also, an apparatus must be identified with an assigned number. A unique identifying number, with not less than 1/2-inch numbers, must be stenciled on each apparatus.

- E. Maintenance and/or service charges must be invoiced separately. Maintenance invoices and/or service charges must identify the equipment or apparatus serviced, and model and serial numbers. The only time maintenance and/or service charges may be added to the monthly rental formula is when the supplier offers a service contract and the service contract is purchased by the contractor. Evidence of a service contract must, when applicable, be included with the first reimbursement application.
- F. Maintenance charges that are projected to exceed one-third of the original purchase price of the equipment or apparatus must be reviewed and approved by the RST Project Manager in consultation with the Trust Fund Manager.
- G. Monthly charges cannot accumulate to an O/O's contractor after the expiration of the projected lifetime of the equipment.
- H. Equipment fully depreciated on one project may be depreciated up to 30% of original cost on subsequent projects upon approval of the RST Trust Fund manager. The original asset depreciation range should be used in the 30% cost rental computation.

NOTE 2: Most replacement parts will be billed directly to the trust fund but will not become the property of the State. Replacement parts will not add or subtract from the original value of the remediation equipment or apparatus, e.g., replacement parts for a vehicle do not add value.

- 5. **Equipment frequently used on multiple sites**, i.e., testing or analyzing devices, surveying equipment, sampling pump, hand tools, and personal protective or safety equipment, are considered "tools of the trade."
 - A. Items in this category must be accounted for and listed as part of the indirect cost rate listed in your previous fiscal accounting period as indirect cost rate, and should not be charged as a monthly rental to a specific project, unless prior approval has been given by the RST Project Manager in consultation with the Trust Fund Project Manager. The rental of special tools that are not commonly used on other projects may be given prior approval if the tools are not owned by the contractor.
- 6. **Rolling equipment -- trucks, earth moving equipment, and or drilling equipment.**

- A. Reimbursement may be requested in a per-cubic-yard rate or per-hour rate in lieu of completing a "Cost Summary" sheet, otherwise, a "Cost Summary" sheet will be required when the cost exceeds \$10,000 per year.
- B. For drilling, a per-foot rate may be negotiated. Also, a per-gallon rate may be submitted if contaminated groundwater is suspected. When a per-cubic-yard, per hour rate, per foot rate, or per gallon rate is used, an estimate must be submitted and approved as part of the site assessment quotation, Corrective Action Plan (CAP).
- C. If the equipment in this category is rented from a third party, category 1 may apply.
- D. If the equipment to be used is owned by the O/O, contractor, or company in the business of renting equipment, upon approval by the RST Division, an hourly rate may be requested in the site assessment and/or CAP with an estimated total hours required. Reimbursement should be presented as actual or in a pre-approved unit cost. A minimum of three outside quotes may be required to set a unit rate.

NOTE 3: Incidental equipment that may be used on a project and owned by O/O or contractor that may not fit easily into categories 1 through 6 must be identified and justified in the cost estimate section of the site assessment and/or corrective action work plans.

NOTE 4: Once a project is underway and the contractor anticipates any cost estimates stated in a work plan will be exceeded, the contractor must contact the RST Project Manager for approval to proceed. The request may be made by telephone or fax when a timely response is required. The RST Project Manager must respond within two (2) working days. If the contractor has not received a response within two (2) working days, he may proceed with the activity and exceed the estimated cost until a response has been received. The contractor must document the request in writing to the RST Project Manager. The contractor's monthly progress report must also reflect the request and response given.

NOTE 5: All supplies must be listed separately under an attachment specifically named, "Supplies." Copies of supply invoices must be attached behind a separate, typed recap sheet. Supply invoices must be photocopied on 8-1/2" by 11" paper

CONSULTANTS PROFIT POLICY: (version AT 6/24/03)

POLICY FOR DETERMINING CONSULTANTS PROFIT

The purpose of this section is to provide a written explanation to determine when a consultant's profit is reasonable for Trust Fund Reimbursement. Relevant guidance materials used by the Arkansas State Building Services, EPA Region 8 and other sources to determine reasonable and allowable profit are incorporated in this document.

According to the present reimbursement application instructions, "profit" is the net proceeds obtained by deducting all allowable cost (direct and indirect) from the total projected cost on total actual project cost to date. (See reimbursement application form T F-1 for total actual costs, amount deductible and amount previously paid.) The allowable profit percent based on actual project cost will be determined by several factors as described in this section of the document. The major focus or basic consideration is the percentage of indirect cost (overhead) as determined by using the ratio to direct labor cost on the project reimbursement application Cost Summary Form TF-1:

To restate, the published instructions for the trust fund reimbursement application do include a description of how to determine the actual direct labor costs, indirect personnel and general and administrative costs, and other direct project costs. There is a requirement for reporting of the accumulated claim costs on the recap reporting form TF-1 and also a computation of profit on cost. Profit will be limited as follows:

Contractors Direct Labor/Overhead Rate as Declared Annually by March 15			Maximum Percent of Profit on cost
At or below	100%	Overhead	30%
At 101% through	150%	"	25%
At 151% through	175%	"	20%
At or above	176%	"	15%

(a.) An example of how this will be implemented is for each \$100.00 of direct labor an overhead rate would be applied, then labor and overhead would be added along with any other direct costs and then the profit on cost would be computed. Normally some reimbursement applications will include activities leading up to the site assessment or other phase. The profit percentage on each claim should be figured on the actual cost of activities completed using the actual profit percentage and not to exceed the percentage as shown on the table as presented above.

Based on the mandates from Arkansas state law regarding the reimbursement of reasonable cost from the trust fund, case by case determination as described in ADEQ's Regulation #12, and the RST TRUST FUND COST CONTROL GUIDELINES DOCUMENT (MAY 1995), the trust fund staff had developed interim procedures based on our experience with claims over the years. An absolute or explicitly set maximum profit rate on the actual cost was not stated in the law, regulations or the Cost Control

Document. As a result, there was only a recommended rate on the overall project cost at completion and with only a limited intent or mandate to enforce the guidelines. The highest rate of profit mentioned in the 1995 Cost Control Document was at a recommended 20% of the total actual cost to date.

The trust fund staff had previously reached an interim working arrangement, regarding maximum allowable profit on costs, with contractors and had made this procedure known, at Advisory Committee meetings and training sessions with the environmental contractors.

The RST Trust Fund procedure allows the total actual cost as shown on the Cost Summary Form, TF-1 item number four (#4), to be marked up with a maximum of a profit percentage to the prime contractor. If the profit reflected by the claim form TF-1 Cost Summary is above the maximum profit percentage then the excess profit will not be reimbursed by the trust fund and the claim will be reduced by that excess profit amount on a dollar for dollar basis.

(b.) If a contractor/consultant does **not hire, remunerate and supervise** a subcontractor then no profit will be allowed on that particular subcontract amount. For example, if the tank owner hires part of the work to be completed direct by another contractor, laboratory or vendor then no profit will be allowed on that portion of the claim to the environmental contractor. As indicated by the reimbursement application and cleared through the ADEQ legal division all subcontracts that will exceed \$10,000.00 will be subject to a similar profit determination as shown on the Cost Summary Form TF-1. In lieu of this reporting format an itemized unit cost invoice may be accepted by the RST Trust Fund Staff in place of the profit determination made on form TF-1. These unit costs would be determined by the prices shown on the three or more required written bid proposals

Additional Procedure of Maximum Contractor's Profit on Large Purchases Cost

(c.) An additional limit on profit add-ons will be that for large capital items of cost (above \$10,000.00) the maximum profit markup on the invoices will be limited to 20% unless otherwise limited by the sliding profit "matrix" scale. Two examples of this rule: Pump and Treat equipment at a cost of \$100,000 X 20% or a total invoice charge of \$120,000 and for landfill disposal of soil at a cost of \$200,000 X 20% for a total invoice charge to the RP of \$240,000. Since most of the reimbursement applications are submitted on an interim basis, profit percentage must be figured on the total reimbursable cost for each reimbursement application claim for the project.

Contractual Agreements:

(d.) Some consultants do voluntarily hold their profit rates to a lower maximum profit on actual costs with a limit based on company policy and also based on the performance terms of a binding contract between the environmental contractor and the Tank Owner or responsible party. The existing contract may in fact have a stated agreed-on profit markup on various items to be purchased such as laboratory analysis, supplies, subcontractors, and other direct costs that are below the Arkansas RST maximum allowable profit rate amount. These contracts and agreements should be adhered to and available to RST when requested or during an independent audit.

MATTERS OF CONCERN - CONFLICT OF INTEREST

It is the responsibility of the responsible party to prevent conflicts of interest from occurring in the remediation project. We will ask the responsible party and the environmental consultant to disclose interests or family ties amounting to five (5) percent of the voting or ownership control in a vendor of cost to the cleanup project. It is important in determining reasonable cost that prices reflect the action of the marketplace and the forces of supply and demand rather than control by the responsible party.

If laboratory tests are ordered from a company owned or controlled by the consultant, then the costs may be questioned regarding the validity of results as well as reasonable costs. This will not prohibit the contractor from making some lab tests on-site, early in the project, with internal equipment to facilitate the cleanup project.

The rental of equipment also may result in a conflict of interest when the rental company is owned by the responsible party or the environmental consultant. See EPA guidelines and the attached pages on equipment reimbursement guidelines.

REASONABLE AND CUSTOMARY COSTS

REASONABLE AND CUSTOMARY COSTS

Regulated Storage Tank Division

September 1994

Description	Arkansas Cost Examples Includes O.H./Profit	Louisiana Cost Study '94 Dept. UST	Tennessee Cost Study '91 Dept. Env.	EPA Cost Guide July 1993
=====	=====	=====	=====	=====
PERSONNEL:				
Operator - CAD/Draftsperson	\$30.80	\$35.00	\$30.00	N.A.
Technician	28.00	35.00	30.00	N.A.
Environmental Specialist	28.00	40.00	45.00	N.A.
Field Engineer	42.00	45.00	N.A.	N.A.
Staff Engineer	58.80	55.00	45.00	N.A.
Project Manager	67.20	75.00	75.00	N.A.
Senior Engineer	70.00	85.00	70.00	N.A.
Senior Geologist	58.80	85.00	70.00	N.A.
Staff Geologist	46.20	55.00	45.00	N.A.
Hydrologist - Project	N.A.	N.A.	55.00	N.A.
Principal - Environmental Experience	84.00	110.00	90.00	N.A.
Support Staff - Professional	42.00	N.A.	45.00	N.A.
Support Staff - Technical Writer	36.40	35.00	N.A.	N.A.
RENTAL:				
Short-Term Daily Rates:	DAY	DAY	DAY	DAY
Fuel Skimmers	26.00	N.A.	40.00	17.00
Air Stripper	16.00			24.00
Oil/Water Separator	3.00			36.00
Air Compressor	3.00			
Pump - Submersible (4"- 1.5HP-14GPM)				10.00
Pump and Controls	2.00			
Trencher - Walk behind	125.00	N.A.		
Interface Probe	50.00			

Soil Vapor Extraction System (EPA's 400cfm - 10HP - @" 90 "H20)	22.00
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Monthly Rates:	Monthly	Monthly	Monthly	Monthly
Pneumatic Pump - Stainless 3" X 1.5' (MEP030U) 0-3 GPM	52.50			
Fuel Skimmer Pump - (Arkansas is Air CEE AP-4 - 10 GPM	257.56	350.00		245.00
Pump - Submersible (4"-1.5HP-14GPM)				140.00
Air Stripper Tower	350.00	1,000.00		335.00
Product Holding Tank (EPA's 350 Gal. Polyethylene)	7.00			16.00
Separator Pump/Oil Water Separator	82.00	450.00		525.00
Soil Vapor Extraction System (EPA's 400cfm - 10HP - 90 "H20)				315.00
Diesel Generator (EPA's 64HP - 45KW)				860.00

EQUIPMENT: (Purchased)	Cost
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Remediation Trailer 9-26-90 (Pump & Treat)	44,000.00
Air Stripper Tower	13,200.00
Oil/Water Separator	2,600.00
Oil/Water Separator - High Capacity 1992	6,000.00
Product Holding Tank	950.00
Air Compressor	2,000.00
Fuel Skimmer Pump - (Arkansas is Air CEE AP-4 - 10 GPM	2,797.00
Pneumatic Pump - Stainless 3" X 1.5' (MEP030U) 0-3 GPM	570.00
Pumps and Controls	1,000.00
Soil Vapor Extraction, Blower, M. Trap, separator SVX-R3	6,750.00

TRAVEL:

Pickup Truck/Van	0.40	0.50
Automobile	0.29	0.40
Hotel	55.00	N.A.
Meals	25.00	N.A.

ANALYSIS:

BTEX/Sample 8020	55.00	N.A.
BTEX/Water 8240	125.00	
TPH/Sample 418.1	55.00	N.A.
Oil and Grease	35.00	N.A.
MTBE	65.00	N.A.
GRO	90.00	N.A.

MISCELLANEOUS:

Disposable Bailers	3.95	N.A.	5.00
Asphalt - Sq. Yd. 2" depth	5.00		
Concrete - Cu. Yd. - 3000PSI - Free Del. Metro.	46.00	N.A.	
Sand/Dirt Fill - Per Ton	4.00	N.A.	
Rock/SB2 - Per Ton	14.03		
Disposal /Recycle Liquid - Gal.	0.40		
Disposal - Hazardous Waste - Drum	300.00		

Note: The Arkansas study is based on non-statistical evidence and is subject to change based on changes in the consumer price index and local market conditions.

APPENDIX A

REMEDATION EQUIPMENT FORMULA

	Monthly Rental	<u>Invoice Amount</u>
1. Equipment Cost:		
Purchase Price less Salvage \$ _____		
Divided By:		
Estimated Useful Life (IRS) Months _____ =		\$ _____.
2. Use of Capital:		
Federal Reserve Discount Rate Plus 5% X Cost		
X Est. Useful Life in Years = \$ _____		
Divided by:		
Estimated Life in Months _____ =		\$ _____.
3. Subtotal - Add items #1 and #2 above		<u>\$ _____.</u>
4. Profit Allowance/Insurance/Personal Property Taxes/Downtime. Multiply item #3 by 100% =		\$ _____.
5. Allowable Equipment Monthly Invoice Amount (Add item #3 and #4 above)		\$ _____.
		=====

Note #1 - Refer to Equipment Rental Policy for limits on total reimbursements based on cost for owner operators not independent of the responsible party and consultant.

Note #2 - Consult the IRS asset depreciation range (ADR) Class life for estimated useful life. Acceptable estimated lives are as follows: Compressors 2 years, Pumps 2 years, Air Towers 3 years, Oil Water Separators 3 Years, SVE Systems 3 years, and Storage Tanks 5 years.

Note #3 - Profits earned by the consultant on owned equipment by a controlled company should be presented as profits on Reimbursement form TF-1.

Effective November 1994

APPENDIX B

PROJECT FINANCIAL MANAGEMENT STANDARDS

Standards Requirements:

The Responsible Party (RP) and its agents will be required to maintain adequate records for audit and to demonstrate that all costs are allowable and reasonable. In addition to the requirements stated in Chapter 4, Section 5, of Regulation 12, we recommend:

1. The Internal Revenue Service (IRS) record-keeping standards, as spelled out in applicable regulations, should be met.
 2. Professional time billed to the site should be supported by time sheets and books that will show the exact time charges to the quarter hour, project number, description of work activity, and employee name. The hourly rate billed should be traceable to an agreement signed by the RP. Price quotes and qualifications should be obtained by the RP.
 3. Payroll records should be available for review to prove that employees billed to the site are actually on staff. Canceled payroll checks, W-2 forms, quarterly payroll tax returns, payroll journals or print-outs will suffice for this purpose. Copies of personnel records of professional qualifications and academic degrees should be available for review.
 4. Subcontractors hired should be asked to submit written price proposals for non-emergency work in amounts between \$500.00 and \$5,000.00. On work amounting to \$5,000.00 or more, three sealed bids on a unit cost basis should be obtained. If specifications can be drawn then, a fixed price bid should be obtained.
 5. Equipment rental should be awarded on the basis of a bidding process on the equipment specified in the approved CAP. The invoices should contain equipment descriptions, manufacturer, model numbers, serial numbers and capacity of the equipment (GPM, etc.). If the equipment is to be owned by the RP or consultant or a controlled company, then a cost basis, use of capital, and profit formula should be submitted that demonstrates the reasonableness of the rental. Please refer to the cost control document and Equipment Rental Policy.
 6. Forms TF-1 should be submitted at reimbursement time on Equipment Rentals which amount to over \$3,333.00 per month. These TF-1 forms will disclose the cost, date of purchase, and estimated life of the rental equipment.
 7. Per diem charges should be supported by actual hotel receipts, meal tickets and other supporting documents, such as travel vouchers signed by the employee.
- Project Documentation Standards – (Continued)

8. The basic procedure for paying accounts payable invoices should be followed. The following information should be provided: (1) original invoice, (2) purchase order (3) receiving report (4) proper approval of invoice by a signature or memo. (5) Material ordered and charged to the job site should be invoiced as shipped to that same job site.
9. Necessary documentation to demonstrate that all cost items were a part of the corrective action plan.

