

## The United States Department of Transportation (USDOT)

### Standard Title VI/Non-Discrimination Assurances

The \_\_\_\_\_ (herein referred to as the "Recipient"),  
**HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Pipeline and Hazardous Materials Safety Administration (PHMSA), is subject to, and will comply with, the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Pipeline and Hazardous Materials Safety Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### **Specific Assurances**

More specifically, and without limiting the above General Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted

#### ***PHMSA Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant:***

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all (***PHMSA NGDISM Grant***) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The \_\_\_\_\_, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that with respect to any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.



8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the PHMSA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by PHMSA. You must keep records, reports, and submit the material for review upon request to PHMSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the (PHMSA NGDISM Grant). This ASSURANCE is binding on \_\_\_\_\_, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the (PHMSA NGDISM Grant). The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Waterworks and Gas Board of the City of Cordova  
(Name of Recipient)

by  Chairman  
(Signature of Authorized Official)

DATED 9/13/2022

these appendices are for your use, you do not need to fill out and return

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Pipeline and Hazardous Materials Safety Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Pipeline and Hazardous Materials Safety Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement



as the Recipient or the Pipeline and Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the \_\_\_\_\_ will accept title to the lands and maintain the project constructed thereon in accordance with (The Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58)), the Regulations for the Administration of (*Natural Gas Distribution Infrastructure Safety and Modernization Grant Program*), and the policies and procedures prescribed by the *Pipeline and Hazardous Materials Safety Administration* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the \_\_\_\_\_ all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto \_\_\_\_\_ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the \_\_\_\_\_, its successors and assigns.

The \_\_\_\_\_, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\*

(2) that the \_\_\_\_\_ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\* (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)



## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the \_\_\_\_\_ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, \_\_\_\_\_ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the \_\_\_\_\_ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the \_\_\_\_\_ and its assigns.\*(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by \_\_\_\_\_ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, \_\_\_\_\_ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, \_\_\_\_\_ will there upon revert to and vest in and become the absolute property of \_\_\_\_\_ and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

PHMSA REVIEW GRID FOR APPLICANT'S REVIEW AND RESPONSE

Please carefully review findings regarding your recently submitted NGDISM Application and respond no later than five business days upon receipt.

Waterworks and Gas Board of the City of Cordova (AL)

Finding Number	Issue	Applicant Required Action	Applicant Response	Issue Status	Notes
01	Missing Title VI Assurance	Please submit a completed and signed Title VI assurance form attached to this message.			





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### PROCUREMENT OF PROPERTY AND SERVICES

Based on high level construction estimates, projects identified could be completed within a 12 to 18-month period. This is dependent on contractor and material availability and permit approvals. Design will begin as soon as the grant award notification is received. Proposed start date October 31, 2022, estimated completion date April 30, 2024.

Cordova Replacement Schedule	Week												
Event	1	2	3	4	5	6	7	8	9	10	11	(12-40)	(20-48)
Environmental Tier 2													
Community Meeting													
Kickoff Meeting	x												
Horizontal Alignment	x	x											
ROW Determination		x	x										
Engineering		x	x	x	x	x							
HDD/JAB Design				x	x								
Permits (Highway and Railroad)				x	x								
Final Plans/Review/Adjustments						x	x						
Pre-Bid Meeting								x					
Bid Packages/Bid Review								x	x	x			
Pre-Construction Meeting											x		
Construction/ Project MGT / Inspection												x	x
As-builts													x

The following list of materials and equipment will be utilized on the replacement project identified in this grant request.

- Material for cast iron and steel main and service replacement project.

Cast Iron Replacement	2" PE Pipe	23,155'	
	4" PE Pipe	6,392'	
	3/4" PE Pipe	17,820'	
	2" PE valves	25	
	4" PE valves	5	
	Meters / Misc fittings	396	
Steel Replacement	2" PE Pipe	4,400'	
	3/4" PE Pipe	225'	
	2" PE valves	10	
	Meters / Misc fittings	5	

- Bascom-Turner Rover Gas Leak Detector
- ESRI GIS Software Mapping & Training



## OBJECT CLASS CATEGORIES

### Personnel Costs

#### Waterworks and Gas Board of the City of Cordova (Cordova) Employees

Cordova employees will have minimal personnel cost on the projects as we plan to use 3<sup>rd</sup> party contractors for design, bidding, project management and construction. Listed below is an estimate only of time for Cordova employees.

Cordova employees are paid wages and fringe benefits at least equal to those paid for similar work in the community as determined by an applicable state or local prevailing wage law or ordinance or in accordance with a wage determination for the locality issued by the US Department of Labor under 40 U.S.C.3141 et seq and 29 CFR Part 1.

EMPLOYEE	per hour	TIME SPENT ON GRANT	Retirement match	VAC/PTO	FICA/MONTH	Company's Health Insurance benefit(90%)
Phillip Reed-Foreman	28.37	10-15 hours per week	aprox \$300/mnth	27 days		
Susan Brown-Office Mana	21.28	5-8 hours per week	aprox \$200/mnth	24.5 days		
Hattie Black-Billing Clerk	16.81	3-4 hours per week	aprox \$145/mnth	20 days		
Tim Farley-Operator	25.27	0		27 days		
Chris Stacks-Operator	21.01	0		25.5 days		
					aprox. 350.00	\$7,204.44
					for all employee	per month for all employees

Estimated dollars for Cordova employees based on salary and hours listed in the above chart for approximately eighteen months with estimated start date of October 31, 2022, and end date of April 30, 2024.

- Forman Phillip Reed - \$33,192.20
- Office Manager Susan Brown - \$13,278.72
- Billing Clerk Hattie Black - \$5,244.72

### Fringe Benefit Costs

Included in above chart for Cordova employees.

### Travel Costs

#### Cordova Employees

Travel costs are not anticipated for Cordova employees

### Equipment Costs

Bascom-Turner Rover Gas Leak Detector	\$ 4,850.00
ESRI GIS Software Mapping & Training	\$ 30,000.00
Total	\$ 34,850.00

### Supplies

N/A

### Contractual Costs

#### Contract Labor

It is the desire of Cordova that jobs created through this funded project pay above-average labor rates as compared to similar jobs within the area/locale.

Cordova will provide Diverse Suppliers, to include subcontractors, vendors, and suppliers, with an equal opportunity to participate in the procurement process. Diverse Suppliers, in accordance with SBA guidelines, include qualifying small businesses with subtypes such as veteran-owned, disadvantaged business, etc. Cordova believes that promoting diversity is a strength. To this end, we will actively and routinely source qualified Diverse Suppliers that can provide competitively priced, high-quality products and services to meet the needs of our project.

Cordova will attempt to use a labor union or trade union for services when feasible (e.g. inspection or construction if not publicly-bid). Due to the nature of union labor work, workers typically receive higher pay and better benefits. These perks of union labor or trade labor usually allow for more disposable income and a positive work/life balance, thereby contributing to the health of local economies through increased local business patronage.

Contract labor cost is based on 1 construction crew of 5 persons, engineering design and planning services, project management, and inspection services for this budgetary estimate.

Contract Construction	\$1,916,148.00
Professional Engineering Services	\$ 135,788.00
Professional Project Management	\$ 84,868.00
Professional Inspection Services	\$ 166,282.00
Total	\$2,303,086.00

#### Material

- Material for cast iron and steel main and service replacement project.

Cast Iron Replacement			
2" PE Main Total (LF)	23,155	\$1.75	\$40,521
Tracer Wire (LF)	23,155	\$0.25	\$5,789
MISC Main Materials	1	\$5,093.50	\$5,094
2" Valve (#)	25	\$185.00	\$4,625
Rock Suitable Backfill (TON)	48	\$35.00	\$1,681
<b>2" Material</b>			<b>\$57,709</b>
4" PE Main Total (LF)	6,392	\$4.95	\$31,640
Tracer Wire (LF)	6,392	\$0.25	\$1,598
MISC Main Materials	1	\$3,488.84	\$3,489
4" Valve (#)	5	\$330.00	\$1,650
Rock Suitable Backfill (TON)	13	\$35.00	\$464
<b>4" Material</b>			<b>\$38,841</b>
Total Number Service 5/8" Lines (LF)	17,820	\$0.52	\$9,266
Tracer Wire (LF)	17,820	\$0.25	\$4,455
MISC Service Materials	396	\$260.75	\$103,257
Residential Meters (#)	396	\$135.00	\$53,460
<b>Service Material</b>			<b>\$170,438</b>
2" STL Leaking Dresser Couplings Replacement			
2" PE Main Total (LF)	4,400	\$1.75	\$7,700
Tracer Wire (LF)	4,400	\$0.25	\$1,100
MISC Main Materials	1	\$1,065.00	\$1,065
2" Valve (#)	10	\$185.00	\$1,850
Rock Suitable Backfill (TON)	9	\$35.00	\$319
<b>2" Material</b>			<b>\$12,034</b>
Total Number Service 5/8" Lines (LF)	225	\$0.52	\$117
Tracer Wire (LF)	225	\$0.25	\$56
MISC Service Materials	5	\$260.75	\$1,304
Residential Meters (#)	5	\$135.00	\$675
<b>Service Material</b>			<b>\$2,152</b>
<b>Grand Total</b>			<b>\$281,175</b>

Estimated Contract Labor & Materials



Project Materials	\$ 281,175.00
Contract Construction	\$1,916,148.00
Professional Engineering Services	\$ 135,788.00
Profession Project Management	\$ 84,868.00
Professional Inspection Services	\$ 166,282.00
Total	\$2,584,261.00

### Other Costs

N/A

### Indirect Costs

Cordova elects to use the 10% de minimis rate.

### Construction Costs

#### Construction Cost

Listed below are the individual line items referenced in SF424C. In form SF 424C Contract Construction and Project Materials are included for Construction cost for a total value of \$2,197,323. Contingencies of 0.08% of this total or \$175,785.84 is added to total project cost.

Project Materials	\$ 281,175.00
Contract Construction	\$1,916,148.00
Total	\$2,197,323.00

Costs not allowable for participation in Construction and Major Renovation - N/A

### Subtotal

Total (1-11)	\$ 2,619,111.00	\$ -	\$ 2,619,111.00
Total (12-13)	\$ 2,794,896.84	\$ -	\$ 2,794,896.84

## Total Project Costs

Project Materials	\$ 281,175.00
Contract Construction	\$ 1,916,148.00
Professional Engineering Services	\$ 135,788.00
Profession Project Management	\$ 84,868.00
Professional Inspection Services	\$ 166,282.00
Gas Leak Detector	\$ 4,850.00
GIS Software Mapping & Training	\$ 30,000.00
Sub Total	\$ 2,619,111.00
Contingencies	\$ 175,785.84
Total	\$ 2,794,896.84

## Federal Assistance Requested

Total Eligible Cost	\$ 2,794,896.84
---------------------	-----------------

## Budget Narrative File(s)

---

\* **Mandatory Budget Narrative Filename:**

Add Mandatory Budget Narrative

Delete Mandatory Budget Narrative

View Mandatory Budget Narrative

---

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative

Delete Optional Budget Narrative

View Optional Budget Narrative



## Project Narrative File(s)

---

**\* Mandatory Project Narrative File Filename:**

[Add Mandatory Project Narrative File](#)

[Delete Mandatory Project Narrative File](#)

[View Mandatory Project Narrative File](#)

---

To add more Project Narrative File attachments, please use the attachment buttons below.

[Add Optional Project Narrative File](#)

[Delete Optional Project Narrative File](#)

[View Optional Project Narrative File](#)

## Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

07/25/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

\* a. Legal Name: Waterworks and Gas Board of the City of Cordova

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

63-6001233

\* c. UEI:

LDKJTLG2KH88

d. Address:

\* Street1:

20 Mill Street

Street2:

\* City:

Cordova

County/Parish:

\* State:

AL: Alabama

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

35550-1408

e. Organizational Unit:

Department Name:

Gas

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs.

\* First Name:

Susan

Middle Name:

\* Last Name:

Brown

Suffix:

Title: Office Manager

Organizational Affiliation:

\* Telephone Number: (205) 483-9235

Fax Number: (205) 483-0106

\* Email: cordovah2o.gasutilities@gmail.com

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Pipeline and Hazardous Materials Safety Admin

### 11. Catalog of Federal Domestic Assistance Number:

20.708

CFDA Title:

Natural Gas Distribution Infrastructure Safety and Modernization Grant Program

### \* 12. Funding Opportunity Number:

693JK322NF0018

\* Title:

FY 2022 Natural Gas Distribution Infrastructure Safety and Modernization Grant

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Cordova Cast Iron & Steel Replacement.

4.5 miles of cast iron high risk/leak prone pipe ranging from 2" - 6" in diameter to replace and approximately 1 mile of 2" steel high risk/leak prone pipe.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="2,794,896.84"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,794,896.84"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: \* Signature of Authorized Representative:  \* Date Signed:

### BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2. Land, structures, rights-of-way, appraisals, etc.	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
3. Relocation expenses and payments	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
4. Architectural and engineering fees	\$ <input type="text" value="135,788.00"/>	\$ <input type="text"/>	\$ <input type="text" value="135,788.00"/>
5. Other architectural and engineering fees	\$ <input type="text" value="84,868.00"/>	\$ <input type="text"/>	\$ <input type="text" value="84,868.00"/>
6. Project inspection fees	\$ <input type="text" value="166,282.00"/>	\$ <input type="text"/>	\$ <input type="text" value="166,282.00"/>
7. Site work	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
8. Demolition and removal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. Construction	\$ <input type="text" value="2,197,323.00"/>	\$ <input type="text"/>	\$ <input type="text" value="2,197,323.00"/>
10. Equipment	\$ <input type="text" value="34,850.00"/>	\$ <input type="text"/>	\$ <input type="text" value="34,850.00"/>
11. Miscellaneous	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
12. SUBTOTAL (sum of lines 1-11)	\$ <input type="text" value="2,619,111.00"/>	\$ <input type="text"/>	\$ <input type="text" value="2,619,111.00"/>
13. Contingencies	\$ <input type="text" value="175,785.84"/>	\$ <input type="text"/>	\$ <input type="text" value="175,785.84"/>
14. SUBTOTAL	\$ <input type="text" value="2,794,896.84"/>	\$ <input type="text"/>	\$ <input type="text" value="2,794,896.84"/>
15. Project (program) income	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ <input type="text" value="2,794,896.84"/>	\$ <input type="text"/>	\$ <input type="text" value="2,794,896.84"/>
<b>FEDERAL FUNDING</b>			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.			Enter eligible costs from line 16c Multiply X <input type="text" value="100"/> % \$ <input type="text" value="2,794,896.84"/>

# ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Prescribed by OMB Circular A-102



11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>  Susan K Brown	<b>TITLE</b>  Office Manager
<b>APPLICANT ORGANIZATION</b>  Waterworks and Gas Board of the City of Cordova	<b>DATE SUBMITTED</b>  07/25/2022

SF-424D (Rev. 7-97) Back

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## COVER LETTER

### Organization Name

Fiscal Year (FY) 2022 Notice of Funding Opportunity (NOFO) 693JK322NF0018: Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant Program.

Waterworks and Gas Board of the City of Cordova (Cordova) is a municipal entity governed by a 7-member board.

We strive to provide safe, reliable natural gas to our customers and embrace the opportunity for growth through servant leadership.

Our employees provide gas and water service to the community.

Superintendent – Mayor Jeremy Pate  
Secretary/Treasurer – Susan Brown

#### Board Members

Jason Daniel – Chairman  
Louis Owens – Vice-Chairman  
Larry Sides – Director  
Natalie Daniel – Director  
Cecil Culverson-Director  
Brett Dawkins-Director  
Velda Pettit-Director

#### Employees

Phillip Reed – Foreman  
Tim Farley – Water & Gas Operator  
Chris Stacks – Water & Gas Operator  
Susan Brown – Office Manager  
Hattie Black – Billing Clerk

Cordova applied for two PHMSA TAG grants in previous years, however, both were declined. Cordova has a limited number of employees who provide gas and water service to our community. Cordova employees will assist in any way possible while not handling day-to-day safety related tasks. We currently depend on contract engineering services to provide grant program oversight, environmental permitting services, and plan to engage those resources along with contract construction to ensure we meet the grant program process and requirements.

### Contact Information

Mayor Jeremy Pate  
Project Director - Phillip Reed (205) 483-9235  
Authorized Representative / Responsible for submission– Susan Brown (205) 483-9235

## APPLICANT ELIGIBILITY

Municipality-owned utility operating a natural gas distribution system

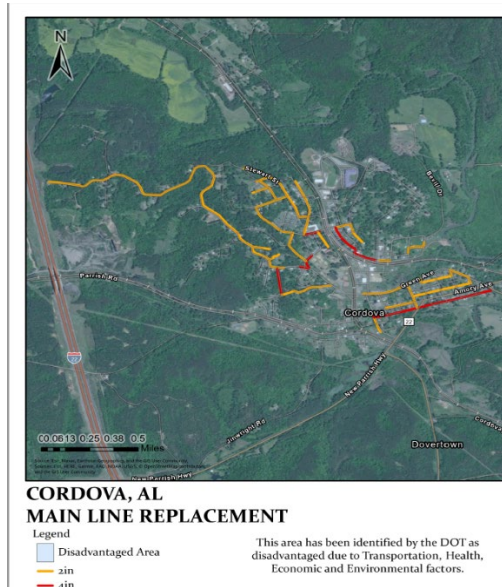
## PROJECT SUMMARY

1. Cordova has approximately 5.6 miles of cast iron high risk/leak prone main pipe ranging from 2" – 6" in diameter to replace and approximately 396 bare steel and legacy plastic service lines for a total of 3.4 miles of service line pipe.
2. Cordova has approximately 1 mile of 2" steel high risk/leak prone main pipe installed in 1970 with dresser couplings every forty feet presenting numerous potential leak points to replace, which includes 5 bare steel service lines totaling approximately 225 feet of service line pipe
3. Cordova plans to purchase a new portable Bascom-Turner Rover Gas Leak Detector to investigate and assess customer leak complaints
4. Cordova plans to include the purchase GIS software mapping and training which would enable the system operator to more efficiently and effectively identify facility location to prevent third party damage and maintain a safer distribution system.

Cordova does not have access to capital funds to replace the high risk/ leak prone pipelines serving our community. The grant funds will allow Cordova to secure the capital necessary to expedite the replacement and ensure a safer distribution system.

## Project Location

Below is an overall aerial map of the proposed project area showing the entire service area meets the disadvantaged community criteria. Map will be provided as an attachment in submittal package.





### Project Schedule

Cordova Replacement Schedule	Week													
Event	1	2	3	4	5	6	7	8	9	10	11	(12-40)	(20-48)	
Environmental Tier 2														
Community Meeting														
Kickoff Meeting	x													
Horizontal Alignment	x	x												
ROW Determination		x	x											
Engineering		x	x	x	x	x								
HDD/JAB Design				x	x									
Permits (Higway and Railroad)				x	x									
Final Plans/Review/Adjustments						x	x							
Pre-Bid Meeting								x						
Bid Packages/Bid Review								x	x	x				
Pre-Construction Meeting											x			
Construction/ Project MGT / Inspection												x	x	
As-builts													x	

### Project Eligibility

Pipeline replacement projects are identified in the Cordova Distribution Integrity Management Plan (DIMP) as high-risk leak prone. The projects will replace cast iron and bare steel pipelines. The projects are in a disadvantaged community. The projects will benefit the local community by creating construction support jobs, projected hundreds of thousands of dollars in construction contractors per diem spent locally, and reduced emission of leaking pipelines.

Cast Iron & Steel Replacement Labor -	\$2,167,297
Cast Iron & Steel Replacement Materials -	\$281,175
<b>Total</b>	<b>\$2,448,472</b>

Cast Iron & Steel Replacement Planning -	\$135,788
--	-----------

Equipment Cost will be included in third-party Construction Contract

Bascom-Turner Rover Gas Leak Detector to assess customer leak complaints to improve public safety. Estimated cost	\$4,850
---	---------

GIS software mapping and training to enable the system operator to more efficiently and effectively identify facility location to prevent third party damage and maintain a safer distribution system	\$30,000.00
---	-------------

## Project Funding

Project Materials	\$ 281,175.00
Contract Construction	\$1,916,148.00
Professional Engineering Services	\$ 135,788.00
Profession Project Management	\$ 84,868.00
Professional Inspection Services	\$ 166,282.00
Gas Leak Detector	\$ 4,850.00
GIS Software Mapping & Training	\$ 30,000.00
Total	\$2,619,111.00

A full funding request of \$2,619,111 would provide the complete and safest solution for full replacement and funding of equipment and software. A minimum level of \$2,584,261 would provide funds for replacement of high-risk leak prone cast iron pipe. The entire project area is in a disadvantaged community.

Cordova does not have access to capital funds to replace the high risk/ leak prone pipelines serving our community. The grant funds will allow Cordova to secure the capital necessary to expedite the replacement and ensure a safer distribution system.

The city of Cordova is a small, rural community located in north-central Alabama. Not only is Cordova considered a disadvantaged community according to the Transportation Disadvantaged Census Tract, but it also ranks 28<sup>th</sup> in Alabama's 50 poorest communities.

Currently, due to the lack of capital funds Cordova makes repairs based on emergency response and after leak survey is completed to clear immediate Grade 1 leaks. The grant would expedite the replacement of the cast iron and steel which is desperately in need of replacement for public safety.

## DETAILED PROJECT DESCRIPTION

The Cordova distribution system contains a majority of high-risk leak prone cast iron pipes. Several events have caused additional stress on the underground natural gas infrastructure.

On April 27, 2011, an EF3 tornado tore through the city in the early hours of the morning, and the city experienced an EF4 tornado on the same afternoon. The afternoon tornado cut a one-half mile swath through downtown. It destroyed a majority of the historic downtown district, including the city hall, police station, fire station, the old Tallulah Hotel, Piggly Wiggly grocer, People's Bank, and damaged the majority of the central business district beyond repair.

On November 19, 2012, Cordova experienced a minor Rock Blast that had a body wave magnitude of 2.6.

In 2015 Cordova experienced an unfortunate natural gas explosion which included a fatality. The incident was located on McCrory Street near the Cordova Nursing Home. This area is included in the replacement project.

## **General Scope of Work:**

- Cordova may poll any non-gas using customers in the project area to incorporate those desiring natural gas service into this replacement project. This will take place during community meeting.
- All design, installation and abandonment will be in strict compliance of Cordova's design and operations standards and shall meet 49 CFR 192.
- All replacement work will be proposed in public road right-of-way.
- All utilities shall be located through One Call and indicated on the design drawings to determine the route of least disturbance of the existing utilities for the new construction.
- Once design drawings are finished, Cordova will issue bid packages for perspective bidders and materials procurement.
- The selected construction contractor shall camera inspect all sewers in the project area to verify the condition of the sewers prior to any project construction.
- Where applicable, directional drilling of the new polyethylene mains and services will be utilized resulting in the least disturbance to streets, driveways, and neighborhood landscaping.
- In areas where rock is encountered, open-cut trenching with rock excavation may be mandatory.
- Once the new PE mains are installed and filled with natural gas, new PE services will be installed and activated to existing natural gas customers. New anodeless risers, regulators, meters, and excess flow valves will be installed and reconnected to customer piping.
- All existing steel mains and services shall be properly abandoned per Cordova's operations manual.
- The construction contractor shall camera inspect all sewers upon completion of the project work to determine whether the project's activities have damaged the sewer system. Any sewer damage caused by the contractor shall be repaired at the contractor's expense.
- A third-party inspection consultant shall witness the construction making sure all Cordova and 49 CFR 192 requirements are followed. This consultant shall verify quantities of installed materials for invoicing purposes.
- The project can be finalized upon completion of clean-up, site restoration and project documentation as approved satisfactory by Cordova.

Design would begin as soon as grant was approved. Material procurement would start as soon as practical by Cordova.

### Project Schedule

Cordova Replacement Schedule	Week													
Event	1	2	3	4	5	6	7	8	9	10	11	(12-40)	(20-48)	
Environmental Tier 2														
Community Meeting														
Kickoff Meeting	x													
Horizontal Alignment	x	x												
ROW Determination		x	x											
Engineering		x	x	x	x	x								
HDD/JAB Design				x	x									
Permits (Higway and Railroad)				x	x									
Final Plans/Review/Adjustments						x	x							
Pre-Bid Meeting								x						
Bid Packages/Bid Review								x	x	x				
Pre-Construction Meeting											x			
Construction/ Project MGT / Inspection												x	x	
As-builts													x	

### Description of Replacement and Estimated Budget

Pipeline replacement projects are identified in the Cordova Distribution Integrity Management Plan (DIMP) as high-risk leak prone and corrosion hazards. The projects will replace cast iron and bare steel pipelines. Based on high level construction estimates, projects identified in items 1,2, and 4 could be completed within a 12 to18-month period. This is dependent on contractor and material availability, permit approval and assuming approximately 350' of pipeline replacement per day once construction begins. Design will begin as soon as the grant award notification is received.

1. Cordova has approximately 5.6 miles of cast iron high risk/leak prone main pipe ranging from 2" – 6" in diameter to replace and approximately 396 bare steel and legacy plastic service lines for a total of 3.4 miles of service line pipe.

Estimated cost: \$2,353,516

2. Cordova has approximately 1 mile of 2" steel high risk/leak prone main pipe installed in 1970 with dresser couplings every forty feet presenting numerous potential leak points to replace, which includes 5 bare steel service lines totaling approximately 225 feet of service line pipe.

Estimated cost: \$230,744

3. Cordova plans to purchase a new portable Bascom-Turner Rover Gas Leak Detector to investigate and assess customer leak complaints.

Estimated cost: \$4,850

4. Cordova plans to include the purchase GIS software mapping and training which would enable the system operator to more efficiently and effectively identify facility locations to prevent third party damage and maintain a safer distribution system.

Basic Cloud Based GIS

Data Model Development

Data Conversion

AGOL Standup

Esri License and Fieldmaps Implementation

Support for field data collection

Training

Webmap Development and Deployment

Estimated cost: \$30,000



### DIMP Risk Ranking

<b>Cordova DIMP Risk Ranking Section 5.2</b>							
<b>a. Section: Cast, Ductile, Wrought Iron (8" or smaller)</b>							
<b>Threat:</b> Corrosion - External Corrosion							
<b>Description:</b> Entire System							
<b>Table 5.1</b>							
Rank	User Rank	SHRIMP Rank	Relative Risk Score	Probability Score	Consequence Score	Leak Cause Factor	Incident Probability Factor
1	0	1	6.26	4.94	1	1.268	1.00
Not Included In Previous Plan							
* Responses indicating an actual threat: Fractures have occurred on the cast iron pipes other than those related to excavation							
* Responses indicating an actual threat: Cast iron mains may or may not have steel laterals with no electrical isolation							
<b>b. Section: Unprotected, Coated Steel</b>							
<b>Threat:</b> Corrosion - External Corrosion							
<b>Description:</b> Entire System							
<b>Table 5.2</b>							
Rank	User Rank	SHRIMP Rank	Relative Risk Score	Probability Score	Consequence Score	Leak Cause Factor	Incident Probability Factor
2	0	2	4.31	3.4	1	1.268	1.00
Not Included In Previous Plan							
* No Threat indicators were found							
** Additional Note: All bare steel service lines are unprotected							
<b>c. Section: Cathodic Protected, Bare Steel</b>							
<b>Threat:</b> Corrosion - External Corrosion							
<b>Description:</b> Entire System							
<b>Table 5.3</b>							
Rank	User Rank	SHRIMP Rank	Relative Risk Score	Probability Score	Consequence Score	Leak Cause Factor	Incident Probability Factor
3	0	3	2.9	2.29	1	1.268	1.00
Not Included In Previous Plan							
* No Threat indicators were found							
** Additional Note: All bare steel service lines are unprotected							

Cordova and Engineering contractor understand the level of detail that is required for the completion of the Tier 2 Environmental Questionnaire. Upon provisional selection Cordova will comply with requirements.

Cordova will comply with Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and their implementing regulations, including 28 CFR. which calls on agencies to provide protection against retaliation and forbids organizations and employers from excluding or denying individuals with disabilities an equal opportunity to receive program benefits and services.

## STATEMENT OF AUTHORITY AND PIPELINE INFRASTRUCTURE SAFETY AND MODERNIZATION CAPABILITIES

Cordova has performed multiple minor repair projects through the years with city crews, and several major repair projects with 3<sup>rd</sup> party contractors. Currently the system makes repairs based on emergency response and after leak survey is completed to clear immediate Grade 1 leaks. The grant would expedite replacement of the cast iron and steel which is desperately in need of replacement for public safety.

Cordova has a limited number of employees who provide gas and water service to our community. However, we will assist in any way we can while not handling day-to-day safety related tasks. We currently depend on contract engineering services to provide engineering design, planning, and environmental permitting services. Cordova plans to engage those resources to ensure we meet the grant program process requirements and environmental analysis process. We plan to utilize professional qualified construction contractors, inspectors, and project managers for replacement construction.

All work will be completed in accordance with O&M and construction standards in compliance with 49 CFR 192.

## PROJECTED OUTPUTS AND OBJECTIVES

### Output Criteria

Pipeline replacement projects listed in this grant application are identified in the Cordova Distribution Integrity Management Plan (DIMP) as high-risk leak prone and corrosion leak hazards.

Replacement of the approximately 6.6 miles of cast iron and bare steel pipelines and 3.4 miles of bare steel service lines will provide improved public safety. This grant will help prevent incidents like we experienced in 2015 with a natural gas explosion and fatality. The incident was located on McCrory Street near the Cordova Nursing Home. This area is included in the replacement project.

The entire project areas are in a disadvantaged community. The projects will benefit the local community by creating construction jobs, construction support jobs, and produce hundreds of thousands of dollars in construction contractors per diem (estimate of \$180,024.00 based on GSA rate and scheduled performance period) spent locally, in addition to reducing methane emission of leaking pipelines.

The above estimate accounts for food and beverage for a minimum of one 5-person construction crew and 1 inspector in the project area for 26 weeks to complete this project contributing to the economy of the city.

### Contract Employees Travel and Per diem (Economic Impact to Community)

Travel cost for a minimum of one construction inspector and one construction crew has been included in project budget as follows. Travel costs are based on current GSA rate for six days per week. Additional cost for travel and per diem per inspector or project manager and construction crew will be based on same GSA published rates. Number of inspectors will be based on number of construction crews and span of control required.

#### Inspector / Project Manager

- Per Diem \$1,092 per 6-day week per person
- Mileage – 50 miles per day

Construction Inspector / Project Managers	# Wks	# I/PM	Per Wk/P	Total
Number Construction Inspector / Project Managers		1		
Per Diem/Week	26		\$1,092	\$28,392
Mileage/Week	26		\$186	\$ 4,836

#### Construction Crew

- Per Diem \$1,092 per 6-day week per person
- Mileage – 50 miles per day

Construction Crew	# Wks	# Crews	Per Wk/P	Total
Number of Construction Crews (5 people per crew)		1		
Per Diem/Week	26		\$5,460	\$ 141,960
Mileage/Week	26		\$186	\$ 4,836

### Safety

Excavation damages from third parties and corrosion are two of our top 5 risks in our distribution integrity management plan (DIMP). Successful completion of this project will help reduce the risks associated with old materials by replacing with safer plastic materials. New materials will also reduce methane emissions.

The successful bidder will be required to provide references of like work, OQ qualifications, PE Fusion certifications prior to work commencing. These will be reviewed for accuracy and ensure the required qualifications are held. Contractor will be furnished a copy of Cordova's O&M procedures that will cover installation of pipe, fusion procedures, visual inspection procedures, etc. to ensure the project is installed in accordance with CFR 192. We will have a third-party inspector onsite throughout the project monitoring the contractor and providing deliverables to us such as geospatially correct installation locations, etc. the Cordova Forman will conduct random site visits to ensure installation, inspection, traffic control, and other project controls are being carried out to our satisfaction.

In addition to the inspector, Cordova plans to utilize third-party construction contractors along with project oversight by the Project Manager.

**Job Creation Output**

It is the desire of Cordova that jobs created through this funded project pay above-average labor rates as compared to similar jobs within the area/locale.

Cordova will provide Diverse Suppliers, to include subcontractors, vendors, and suppliers, with an equal opportunity to participate in the procurement process. Diverse Suppliers, in accordance with SBA guidelines, include qualifying small businesses with subtypes such as veteran-owned, disadvantaged business, etc. Cordova believes that promoting diversity is a strength. To this end, we will actively and routinely source qualified Diverse Suppliers that can provide competitively priced, high-quality products and services to meet the needs of our project.

Cordova will include labor union or trade union for construction services in the bid process. Due to the nature of union labor work, workers typically receive higher pay and better benefits. These perks of union labor or trade labor usually allow for more disposable income and a positive work/life balance, thereby contributing to the health of local economies through increased local business patronage.

**Environment Output**

It is the mission of Cordova that all project outcomes will protect our environment and reduce climate impacts by remediating aged and failing pipelines and pipe prone to leakage.

**PROJECT IMPLEMENTATION AND MANAGEMENT**

It will be the responsibility of the Engineering, Construction Project Manager, and the Inspector to ensure all engineering and construction standards are followed. This includes but is not limited to: O&M Manuals, Construction Standard Manuals, current DIMP Programs, and Engineering IFC Drawings provided by the gas company or engineering firm. All documents are strictly adherent to Title 49 Part 192 Code of Federal Regulations. It is anticipated that adherence to the standards outlined by these documents will ensure a successful outcome upon project completion. Weekly Reports will be created to include current data of safety, scope, schedule, and budget.

Cordova maintains a DIMP plan using the APGA SHRIMP program along with the annual DOT report. Annual leak survey of distribution system, work orders, inventory and labor hours are also used.

The successful Construction bidder selected for the project will be required to provide references of similar work, OQ qualifications, and PE Fusion certifications prior to work commencing. Cordova will review the qualifications for accuracy and ensure the required qualifications are upheld. The Contractor will be furnished a copy of Cordova's procedures that will cover the installation of pipe, fusion procedures, visual inspection procedures, etc. to ensure the project is installed in accordance with CFR 192 O&M procedures.

Cordova will have a third-party Inspector on-site throughout the project monitoring the Contractor and providing deliverables to us such as geospatially correct installation locations, etc. Cordova Forman will conduct random site visits to ensure installation, inspection, traffic control, and other project controls are being carried out to our satisfaction.

Cordova will utilize Wilson & Associates – Chad Bohannon as a third-party audit where required.

## EXPLANATION OF EVALUATION AND SELECTION CRITERIA EQUIVALENCE

It is the intention of Cordova to resolve ongoing issues with aging infrastructure while accomplishing other goals addressed in this program. Those goals include providing a clear and positive benefit to the underserved and distressed communities in this area, as well as providing above-average wages for jobs and significant economic impacts due to increased local business patronage.

The pipeline replacement projects are identified in the Cordova Distribution Integrity Management Plan (DIMP) as high-risk leak prone and corrosion hazards. The projects will replace cast iron and bare steel pipelines. The entire project areas are in a disadvantaged community. The projects will benefit the local community by creating construction jobs, construction support jobs, produce hundreds of thousands of dollars in construction contractors per diem spent locally, and reduced methane emission of leaking pipelines.

## STATEMENT CERTIFYING COMPLIANCE WITH EQUITY REQUIREMENT

Cordova will comply with Executive Order 13985 (Advancing Racial Equity and Support for Underserved Communities Through the Federal Government), which calls on agencies to advance equity through identifying and addressing barriers to equal opportunity that underserved communities may face due to government policies and programs.

## BUY AMERICA

Cordova will make every effort to procure materials and manufactured products utilized for the proposed project(s) that are produced and/or manufactured in the United States. If American-made materials and manufactured products cannot be procured (due to availability issues, shipping issues, quality issues, etc.), Cordova will request an exception or waiver of the Buy America provisions.

## CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

While Cordova does have certain physical and cyber security measures in place, Cordova will report and address any physical and cyber security risks relevant to the distribution system and project(s) if determined by the Department of Transportation and the Department of Homeland Security.

“Cordova will require all 3<sup>rd</sup> party contractors participating in planning, design and/or oversight meet SOC2 Type 1 and/or NIST 800 171 compliance”

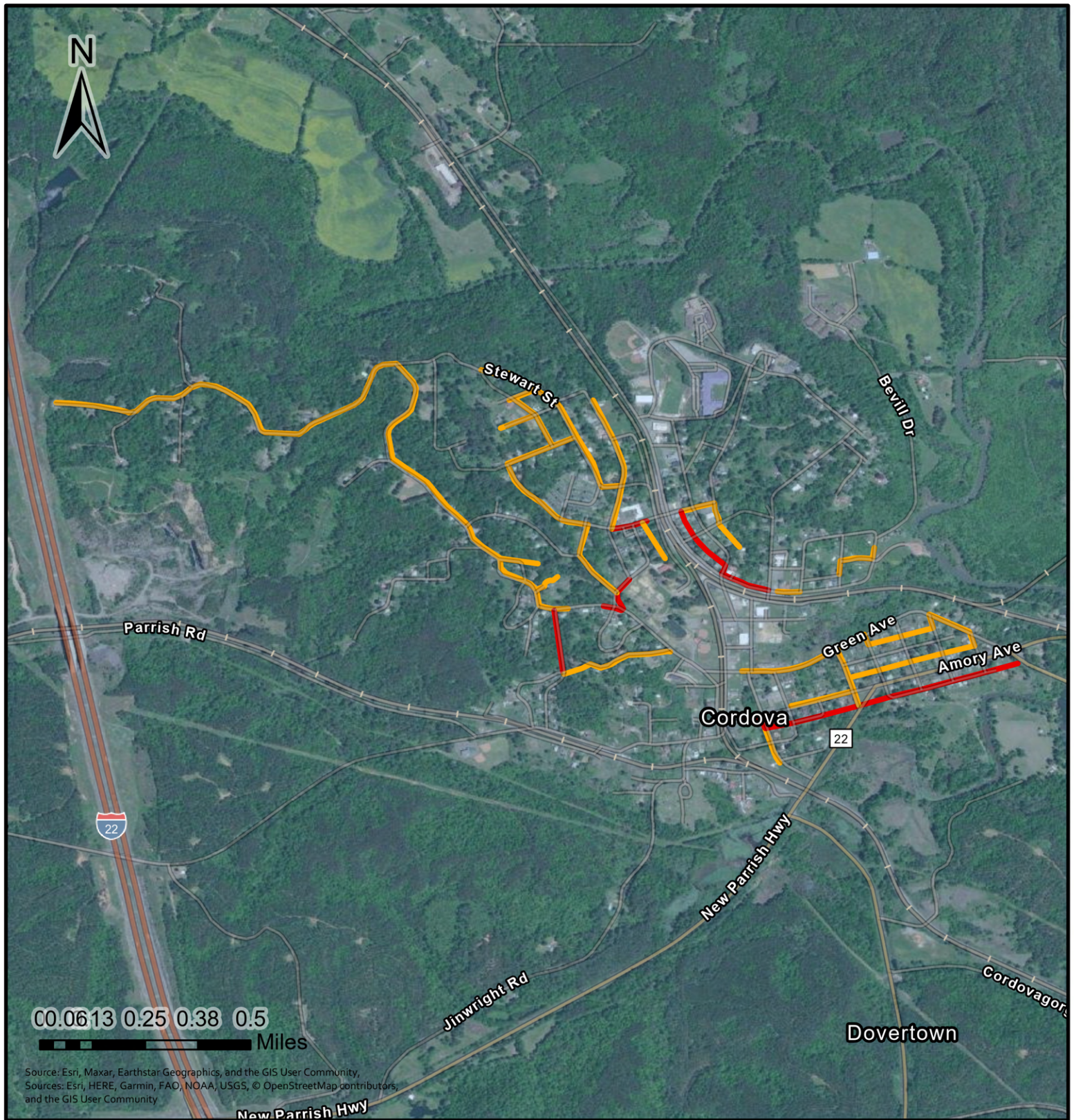
These are nationally recognized cyber compliance standards that CISA as referred in the cyber NOFO recognizes. They are industry agnostic but when implemented and maintained, provide a comprehensive baseline for cyber security.



## ENVIRONMENTAL ANALYSIS

Once Cordova is provisionally selected for federal funding, Cordova will provide answers to the Tier 2 Environmental Questionnaire that analyzes the environmental effects caused by the proposed project(s). If necessary, Cordova will solicit environmental services to ensure compliance with state and federal environmental and preservation requires and mitigate environmental impacts.

All proposed pipeline replacement work included in this project will be installed in public road right of way.



# CORDOVA, AL

## MAIN LINE REPLACEMENT

### Legend

- Disadvantaged Area
- 2in
- 4in

This area has been identified by the DOT as disadvantaged due to Transportation, Health, Economic and Environmental factors.



## EJScreen Report (Version 2.0)

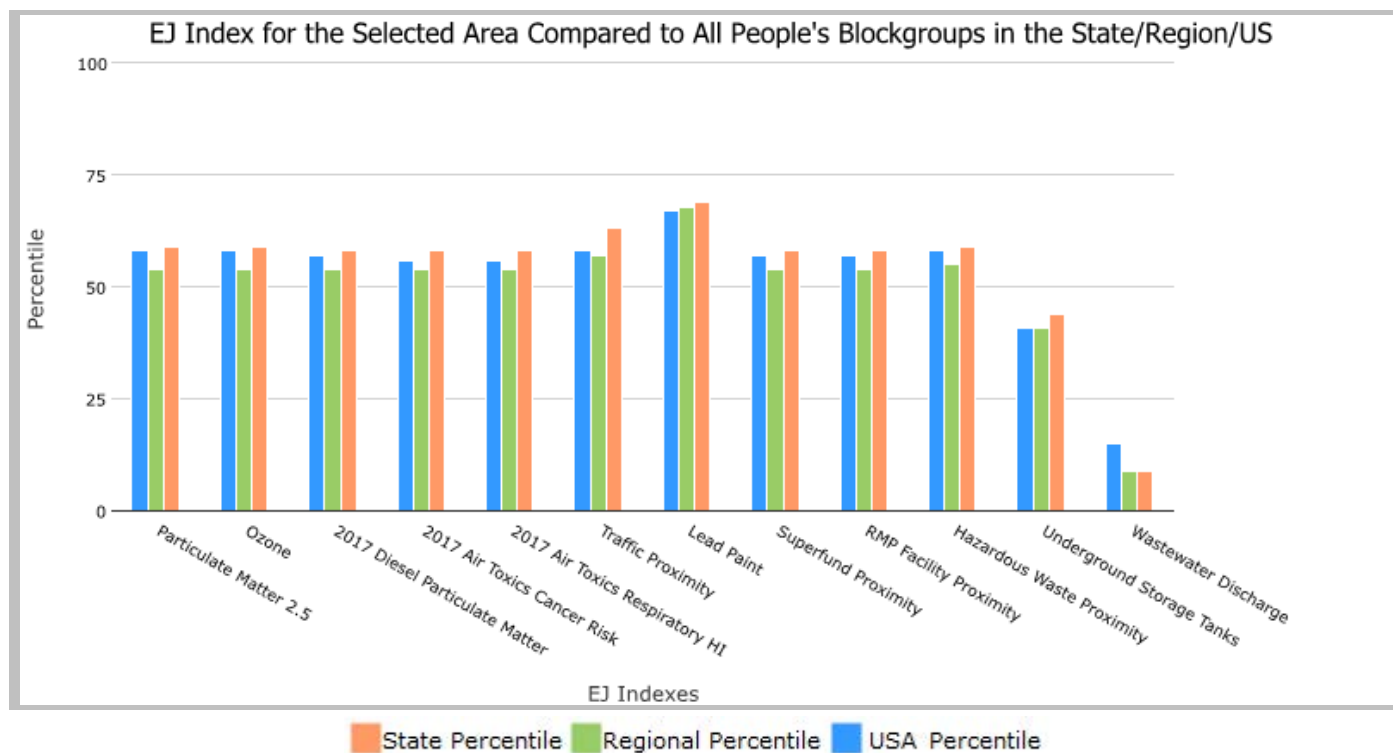
the User Specified Area, ALABAMA, EPA Region 4

Approximate Population: 1,251

Input Area (sq. miles): 1.60

Cordova AL Project Area

Selected Variables	State Percentile	EPA Region Percentile	USA Percentile
<b>Environmental Justice Indexes</b>			
EJ Index for Particulate Matter 2.5	59	54	58
EJ Index for Ozone	59	54	58
EJ Index for 2017 Diesel Particulate Matter*	58	54	57
EJ Index for 2017 Air Toxics Cancer Risk*	58	54	56
EJ Index for 2017 Air Toxics Respiratory HI*	58	54	56
EJ Index for Traffic Proximity	63	57	58
EJ Index for Lead Paint	69	68	67
EJ Index for Superfund Proximity	58	54	57
EJ Index for RMP Facility Proximity	58	54	57
EJ Index for Hazardous Waste Proximity	59	55	58
EJ Index for Underground Storage Tanks	44	41	41
EJ Index for Wastewater Discharge	9	9	15



This report shows the values for environmental and demographic indicators and EJSCREEN indexes. It shows environmental and demographic raw data (e.g., the estimated concentration of ozone in the air), and also shows what percentile each raw data value represents. These percentiles provide perspective on how the selected block group or buffer area compares to the entire state, EPA region, or nation. For example, if a given location is at the 95th percentile nationwide, this means that only 5 percent of the US population has a higher block group value than the average person in the location being analyzed. The years for which the data are available, and the methods used, vary across these indicators. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports.

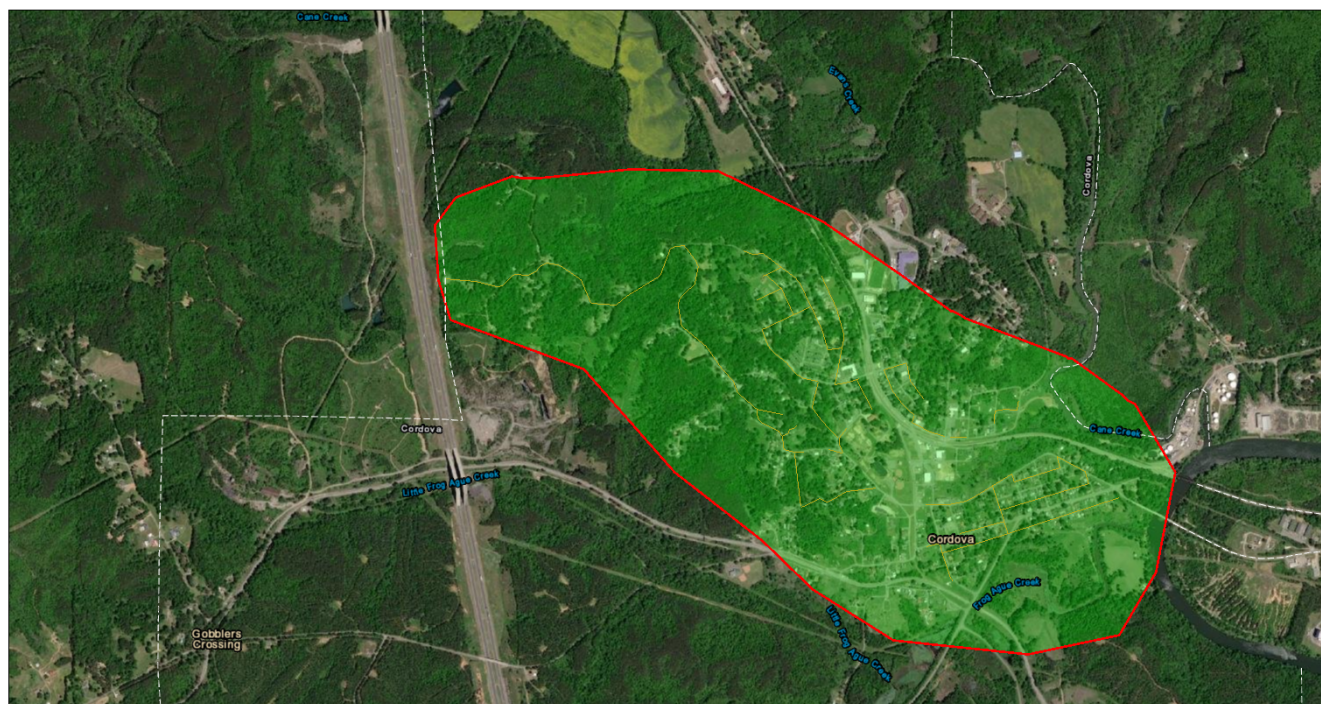
## EJScreen Report (Version 2.0)

the User Specified Area, ALABAMA, EPA Region 4

Approximate Population: 1,251

Input Area (sq. miles): 1.60

Cordova AL Project Area



July 14, 2022

Cordova AL Project Area  
 cordova

1:18,056  
0 0.17 0.35 0.7 mi  
0 0.3 0.6 1.2 km

Esri, HERE, Garmin, GeoTechnologies, Inc., Maxar

### Sites reporting to EPA

Superfund NPL

0

Hazardous Waste Treatment, Storage, and Disposal Facilities (TSDF)

0

## EJScreen Report (Version 2.0)

the User Specified Area, ALABAMA, EPA Region 4

Approximate Population: 1,251

Input Area (sq. miles): 1.60

Cordova AL Project Area

Selected Variables	Value	State Avg.	%ile in State	EPA Region Avg.	%ile in EPA Region	USA Avg.	%ile in USA
<b>Pollution and Sources</b>							
Particulate Matter 2.5 ( $\mu\text{g}/\text{m}^3$ )	9.11	8.9	71	8.18	84	8.74	64
Ozone (ppb)	41.1	39.1	68	37.9	66	42.6	39
2017 Diesel Particulate Matter* ( $\mu\text{g}/\text{m}^3$ )	0.165	0.216	46	0.261	<50th	0.295	<50th
2017 Air Toxics Cancer Risk* (lifetime risk per million)	40	34	99	31	95-100th	29	95-100th
2017 Air Toxics Respiratory HI*	0.5	0.47	91	0.4	95-100th	0.36	95-100th
Traffic Proximity (daily traffic count/distance to road)	24	230	25	430	20	710	14
Lead Paint (% Pre-1960 Housing)	0.44	0.18	90	0.15	91	0.28	74
Superfund Proximity (site count/km distance)	0.024	0.054	35	0.083	37	0.13	21
RMP Facility Proximity (facility count/km distance)	0.14	0.41	43	0.6	31	0.75	25
Hazardous Waste Proximity (facility count/km distance)	0.11	0.83	26	0.62	28	2.2	18
Underground Storage Tanks (count/km <sup>2</sup> )	0.7	1.7	54	3.5	42	3.9	40
Wastewater Discharge (toxicity-weighted concentration/m distance)	0.11	0.42	91	0.45	91	12	85
<b>Socioeconomic Indicators</b>							
Demographic Index	34%	36%	56	37%	52	36%	55
People of Color	15%	34%	31	39%	26	40%	28
Low Income	52%	37%	77	35%	79	31%	82
Unemployment Rate	16%	6%	91	6%	93	5%	94
Linguistically Isolated	0%	1%	70	3%	51	5%	45
Less Than High School Education	21%	14%	79	13%	82	12%	81
Under Age 5	3%	6%	21	6%	21	6%	19
Over Age 64	25%	17%	87	17%	84	16%	86

\*Diesel particulate matter, air toxics cancer risk, and air toxics respiratory hazard index are from the EPA's 2017 Air Toxics Data Update, which is the Agency's ongoing, comprehensive evaluation of air toxics in the United States. This effort aims to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that the air toxics data presented here provide broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. Cancer risks and hazard indices from the Air Toxics Data Update are reported to one significant figure and any additional significant figures here are due to rounding. More information on the Air Toxics Data Update can be found at: <https://www.epa.gov/haps/air-toxics-data-update>.

For additional information, see: [www.epa.gov/environmentaljustice](https://www.epa.gov/environmentaljustice)

EJScreen is a screening tool for pre-decisional use only. It can help identify areas that may warrant additional consideration, analysis, or outreach. It does not provide a basis for decision-making, but it may help identify potential areas of EJ concern. Users should keep in mind that screening tools are subject to substantial uncertainty in their demographic and environmental data, particularly when looking at small geographic areas. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJScreen documentation for discussion of these issues before using reports. This screening tool does not provide data on every environmental impact and demographic factor that may be relevant to a particular location. EJScreen outputs should be supplemented with additional information and local knowledge before taking any action to address potential EJ concerns.