



MEMORANDUM

TO: Board of Directors, City of Rollingwood
FROM: Jonathan Whiteeagle
CC: Andrew Hunt, James Wills, Darrel Winslett
DATE: 10/1/23
SUBJECT: Proposal for Lead & Copper Revised Rule Data Collection Services

Board members:

We appreciate the opportunity to present a proposal for providing data collection and service line inventory preparation for the Lead & Copper Revised Rule (LCRR). Our goal is to achieve compliance with the revised regulations from the EPA by their deadline of **October 16, 2024**. Crossroads is committed to identifying all lead service lines while adhering to the highest standards of accuracy and professionalism.

1. History

The Lead & Copper Revised Rule (LCRR) emerged as a response to longstanding challenges in public drinking water safety. Originating from the "Safe Drinking Water Act" of 1986, the original LCR (Lead & Copper Rule) mandated "lead-free" pipes for all service lines, supported by Texas' 1988 lead ban. Despite progress, lead pipes were allowed to remain in the ground, creating a need to revise the LCR in the future. The 2019 revision of the LCR and the 2021 Bipartisan Infrastructure Law signal a coordinated effort to develop safer water systems. Amid evolving LCRR guidelines, the ultimate goal remains resolute: ensuring safe water access for all by replacing all lead service lines.

2. Scope of Services

The Lead & Copper Revised Rule (LCRR) mandates comprehensive data collection and field verification to accurately inventory lead service lines. Our proposal outlines the following services:

A. Data Collection & Inventory:

Our experienced team will diligently gather and cross-reference plumbing information from various sources, including water and wastewater district maps, government surveys, the District's engineering files, municipal tax records, plumbing codes and inspection records. This meticulous process will

provide a solid foundation for identifying lead service lines and helping the District meet LCRR inventory requirements. Crossroads will submit the LCRR to TCEQ and EPA upon completion by the 10/16/2024 deadline.

B. Field Work:

Following data collection and inventory completion, **and if required based on the age of the plumbing system**, Crossroads will conduct field work to physically examine service lines that we were unable to confirm through data analysis. Our skilled technicians will inspect and document service line material they observe in the field by performing vacuum excavation at the District's meter box to review pipe condition and type, and to ensure accurate information for the inventory.

NOTE: Field work and verification will be required if the customer service connection was installed prior to the lead ban in 1988.

C. School / Daycare Compliance

Crossroads has partnered with Elston Johnson & Associates (EJA) <https://ejohnsonconsulting.com/about/> to offer services to our clients to complete the EPA's mandated monitoring for lead in schools and childcare facilities within the District. **If applicable**, EJA will provide a separate proposal for the District depending on the number of licensed daycare and school facilities within the District's customer base. Their services will include: 1) compiling a list of all schools (private and public) and childcare facilities (commercial and residential) served by the District's water system, 2) providing public communication regarding lead in the water to all facilities, 3) providing field services and lead testing services for all elementary schools and childcare facilities constructed before January 1, 2014, and 4) completing all federal notification and compliance reporting. Schools will require samples from five outlets, as specified by the EPA's rule, and will be sampled during the school year (September – May). Childcare facilities will require samples from two outlets as specified by the EPA's Rule. Testing is optional for all other schools and childcare facilities at the request of the School facility. The rule requires at least 20% of all facilities to be monitored each year, through October 16, 2028.

EJA's approach will provide critical resources to assist in meeting lead compliance requirements and minimize the disruptions to school and facility staff. Fees and scheduling for completion of these services are being finalized and will be based on the total number of school and daycare facilities within the Crossroads 45-member client base currently under Crossroads management and affected by the LCRR. We hope to finalize this list soon and we will present a separate proposal from EJA for these services.

NOTE: These services will not be needed if the District has no licensed childcare or school facilities being served by the District's water system.

3. Pricing

Please note that the pricing for data collection, field work services, and school and daycare sampling will vary based on the specific requirements of each District and the complexity of the task. For the purposes of the initial data collections and inventory, we are providing a fixed not-to-exceed price.

Field work and school compliance proposals will be customized and will be provided separately and be based on unique conditions for each District.

- A. Data Collection and Inventory \$ 4,500.00 *(this will be a not to exceed amount)*
- B. Field Verification **By separate proposal** *(NOTE: These services will be assessed only if necessary, based on the date of the plumbing system (i.e. system includes connections older than 1988).*
- C. School/Daycare compliance – **By separate proposal**

We look forward to the opportunity to completing the initial LCRR inventory for your District and tailoring proposals for field services and school and daycare compliance to best meet your District's requirements and needs. Please do not hesitate to contact me at LCRR@crossroadsus.com to initiate the next steps or address any questions you may have. We are confident that our expertise and commitment will allow your District to be in compliance with the EPA's LCRR. We are excited to work together to ensure safe and reliable drinking water for your community.

Regards,

Jonathan Whiteeagle
Project Manager/ Lead and Copper Coordinator
LCRR@crossroadsus.com

Authorization – By signature below, the District approves and authorizes the work within this Proposal memorandum.

City of Rollingwood

By: _____
_____, President
Board of Directors

Crossroads Utility Services, L.L.C.

By: _____
Name: _____

Address: 2601 Forest Creek Drive
Round Rock, Texas 78665-1232

District's Unique Control Number: _____

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is incorporated into the attached proposal for LCRR Services (the "Contract") between Crossroads Utility Services, LLC ("Contractor") and City of Rollingwood (the "District"). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. Interested Parties. Contractor acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Contractor confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Contractor executes and submits the Contract to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Contractor's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. Conflicts of Interest. Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, "Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Contractor confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor.

4. Verification Under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "Subchapter F"), Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "Comptroller") described within Subchapter F and posted on the Comptroller's internet website at: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter

does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor.

5. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.

If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

6. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries.

If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, *Texas Government Code*.