Wholesale Power and Utility Consulting Services
Contract Number 2026-002
Exhibit A

Scope of Work

The Consultant will assist the City with issues related to wholesale power supply and electric utility financial performance.

A. SCOPE OF CONSULTANT'S BASIC SERVICES

The Consultant will:

1. Monitor and advise the City on electric power market dynamics and developments within the Electric Reliability Council of Texas (ERCOT) power market and related stakeholder processes, including ongoing issues related to Large Load interconnections, forecasts, etc., and Resource Adequacy.

2. Monitor and advise the City on regulatory developments and proceedings of interest at the Public Utility Commission of Texas (PUCT), including Market Design changes and new policies and rulemakings related to Distributed Energy Resources (DERs)

3. Assist in monitoring the final adoption and implementation of the LCRA Amendment to extend the Amended and Restated Wholesale Power Agreement
   a. Assist in evaluating the impact of any Most Favored Nations (MFN) modifications
   b. Assist in evaluating any long-term rate implications due to any revised LCRA debt service amortization schedules or other economic impacts due to choices other LCRA Wholesale Customers may make to extend or not.

4. Develop and help manage formal market pricing processes for considering options related to the City's alternative power supply options under the Lower Colorado River Authority ("LCRA") Wholesale Power Agreement ("WPA'), including:
   a. Customer Supply Option (CSO)
   b. Intermittent Progressive Power Generation (IPPG), typically renewable power supply

5. Evaluate the financial benefits and associated risk of market proposals for CSO and IPPG supply and make recommendations regarding the options included in the proposals.

6. Assist in negotiating and finalizing any new CSO and IPPG supply agreements.

7. Assist in monitoring, evaluating, and reporting on CSO and IPPG supply results and on-going benefits to the City.

8. Assist in resolving any issues related to CSO and IPPG supply with the LCRA.

9. Assist in monitoring, evaluating, and reporting on financial and operational performance pursuant to the City's share of the Ferguson Replacement Project ("FRP").

10. Assist in resolving any issues related to the FRP with the LCRA.

11. Assist in evaluating the proposed disposition of existing assets from the LCRA portfolio

12. Assist in evaluating any potential new asset participation opportunities with the LCRA

13. Assist in evaluating potential new power supply options related to Texas State University (TSU), and other large commercial customers.

a. Depending on the complexity of any TSU proposal, this may require additional services.

14. Provide in person support as needed for meetings of the City Council, Citizen Utility Advisory Board or other venues as requested by the City.

15. On-going representation and reporting related to the City's membership in the LCRA Rates and Resources Council ("RRC")

16. Provide on-going support on issues related to the RRC such as:

i. LCRA Business Plan development;
ii. Monthly Reports;
iii. Rates; and
iv. Other various ad hoc issues as they arise.

B. CITY RESPONSIBILTIES

The City will:

1. Furnish the Consultant with copies of data and information in the City's possession needed by the Consultant at the Consultant's request. The City will provide this information and render decisions expeditiously for the orderly progress of the Consultant's services.

2. Designate Utilities Director as the City's authorized representative to act on the City's behalf with respect to this Agreement. The City will examine the documents and information submitted by the Consultant and promptly render responses to the Consultant on issues requiring a decision by the City.

3. Provide access to and make all necessary provisions for the Consultant to enter public and private property as required for the Consultant to perform its services under this Agreement.

4. Bear all costs incidental to this Article.

C. ADDITIONAL SERVICES/ASSUMPTIONS

1. The City may direct the Consultant to perform services outside of the scope of the Basic Services described in Section A above. The Consultant will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services. In the event power supply options presented by Texas State University are more complex than expected the Consultant's assistance in evaluating potential new power supply options related to Texas State University may be considered an additional service and if so determined, will require supplemental funding.

2. Each material change (deletion or addition) in the services to be provided by the Consultant must be authorized by the City on the Authorization of Change in Services (ACIS) form attached to this Agreement as Exhibit B. The City is under no obligation to compensate the Consultant for additional services performed without the City's prior approval. Compensation for additional services will be in addition to that specified for basic services. The approval of the City's governing body is necessary for all additional services the compensation for which exceeds $50,000.00.

D. BASIS OF COMPENSATION

1. BASIC SERVICES:

The City agrees to pay Consultant a fixed fee of $92,400.00 and an amount up to $7,700.00 for reimbursable expenses for the satisfactory performance of basic services in accordance with the provisions of Section A above. Reimbursable expenses, including such things as expenses for reproduction of documents, auto travel mileage, lodging, delivery charges, long distance communications and freight are not included in the Consultant's basic services compensation and will be billed at direct cost separately. The Consultant will provide sufficiently detailed bills to the City on a periodic basis, which shall be paid within 30 days of receipt. The Consultant will include reimbursable expenses in its invoices at direct cost as reimbursable expenses are accrued.

2. ADDITIONAL SERVICE EXPENSES:

Compensation for additional services (all services not shown in Section A) will be computed based on the Consultant’s standard hourly rate of $275.00 and will include associated reimbursable expenses as those expenses are accrued. Compensation will not exceed the estimated number of additional services shown in the net increase/decrease line of Attachment C. This Agreement does not include services performed prior to the execution of the Agreement or services not specifically addressed in Section A – Scope of Consultant’s Basic Services.