

RESOLUTION NO. 13-_____

WHEREAS, the City of Huntsville, Alabama (hereinafter referred to as Distributor), and Tennessee Valley Authority (hereinafter referred to as TVA), did heretofore enter into a contract dated May 26, 1980 (which contract, as amended and supplemented, is hereinafter called the Power Contract); and

WHEREAS, TVA and Distributor have entered into arrangements concerning cooperation in a Medium-Duty Plug-In Electric Vehicle Applications and Charging Infrastructure Program (TVA Program) to support the evaluation and testing of a near-production plug-in hybrid electric vehicle power train system in a class 6/7/8 medium-duty utility truck (PHEV Truck); and

WHEREAS, the TVA Program is being implemented in cooperation with the Plug-In Hybrid Electric Vehicle Medium-Duty Fleet Demonstration and Evaluation Program (EPRI Program) which is being conducted by the Electric Power Research Institute (EPRI); and

WHEREAS, the TVA Program will support the reduction of carbon emissions by utilizing electricity as a transportation fuel and the evaluation of advanced electric vehicle charging infrastructure; and

WHEREAS, TVA will partially subsidize Distributor's participation in the EPRI Program; and

WHEREAS, Distributor's participation in the TVA Program is contingent upon entering into and complying with a separate participation agreement between EPRI and Distributor and purchasing at least one PHEV truck; and

WHEREAS, there is now presented to the City Council of the City of Huntsville, Alabama, a letter agreement instituting the Medium-Duty Plug-In Electric Vehicle Applications and Charging Infrastructure Program Agreement to be effective upon the date executed by TVA, with the representation that the said agreement has been approved by the Huntsville Electric Utility Board.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that it does approve the aforesaid Medium-Duty Plug-In Electric Vehicle Applications and Charging Infrastructure Program Agreement, and Tommy Battle, as Mayor of the City of Huntsville, Alabama, be, and he is authorized to execute said extension for and on behalf of the City of Huntsville, Alabama, and the Clerk-Treasurer be and he is hereby authorized to attest the same and to affix thereto the seal of the City of Huntsville, Alabama, all in as many counterparts as may be necessary.

BE IT FURTHER RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to

enter into an agreement by and between the City of Huntsville and the Tennessee Valley Authority on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Medium-Duty Plug-In Electric Vehicle Applications and Charging Infrastructure Program Agreement," consisting of twelve (12) pages and the date of _____, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2013.

President of the City Council of
The City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2013.

Mayor of the City of Huntsville,
Alabama



Tennessee Valley Authority, Post Office Box 1010, CSC 1A, Muscle Shoals, Alabama 35662-1010

5/13
Exec BOI / Council
WP

May 2, 2013

Mr. William C. Pippin
President and Chief Executive Officer
Huntsville Utilities
Post Office Box 2048
Huntsville, Alabama 35804-2048

Dear Bill:

Enclosed for your review and execution are triplicate originals of a proposed agreement for participation in the Medium-Duty Plug-In Electric Vehicle Applications and Charging Infrastructure Program.

Upon execution of all original copies by the City of Huntsville, please return the agreements to me for further handling. Upon execution by TVA, two fully executed originals of the agreement will be returned to you.

If you have any questions, please contact me at (256) 386-2614.

Sincerely,

Kevin C. Chandler *by AC*
General Manager

Enclosures





Tennessee Valley Authority, 400 West Summit Hill Drive, Knoxville, Tennessee 37902-1401

April 30, 2013

Contract No. 544386

Mr. William C. Pippin, President and CEO
Huntsville Utilities
Post Office Box 2048
Huntsville, Alabama 35804-2048

Medium-Duty Plug-In Electric Vehicle Applications and Charging Infrastructure Program

Dear Mr. Pippin:

This is to confirm the arrangement between the City of Huntsville, Alabama (Distributor) and Tennessee Valley Authority (TVA) concerning cooperation in a Medium-Duty Plug-In Electric Vehicle Applications and Charging Infrastructure Program (TVA Program) to support the evaluation and testing of a near-production plug-in hybrid electric vehicle powertrain system in a Class 6/7/8 medium-duty utility truck (PHEV Truck). The TVA Program is being implemented in cooperation with the Plug-In Hybrid Electric Vehicle Medium-Duty Fleet Demonstration and Evaluation Program (EPRI Program) that is being conducted by the Electric Power Research Institute (EPRI). Among other things, the TVA Program will support the reduction of carbon emissions by utilizing electricity as a transportation fuel and the evaluation of advanced electric vehicle charging infrastructure. As part of the TVA Program, TVA will partially subsidize Distributor's participation in the EPRI Program. Therefore, participation in the TVA Program is contingent upon Distributor entering into and complying with a separate participation agreement between EPRI and Distributor (EPRI Agreement) and purchasing at least one PHEV Truck in accordance with the terms of said agreement.

In furtherance of the TVA Program, the parties agree as follows:

1. The authorized representatives for purposes of the TVA Program implementation are:

Distributor:
President and CEO
Huntsville Utilities
Post Office Box 2048
Huntsville, Alabama 35804-2048
Phone: 256-535-1291
Email: bill.pippin@hsvutil.org

TVA:
Senior Project Manager
Energy Utilization Technology
Tennessee Valley Authority
1101 Market Street, BR 5B
Chattanooga, Tennessee 37402-2801
Phone: 423-751-6473
Email: msdefilippis@tva.gov

2. Distributor shall:

- (a) Participate in the EPRI Program by (i) fully executing and complying with the terms and conditions of the EPRI Agreement, and (ii) purchasing at least one PHEV Truck in accordance with the terms of the EPRI Agreement;
- (b) Prior to the execution of this agreement, provide TVA with a copy of the fully executed EPRI Agreement;
- (c) For each PHEV Truck purchased in accordance with the terms of the EPRI Agreement, decommission (destroy, crush, recycle, sell for scrap metal, etc.) and certify the decommission in a format provided by TVA, a comparably sized vehicle, as approved by TVA, within 12 months after placing each PHEV Truck in service such that it cannot be placed back into service in the future by Distributor or by any third party;
- (d) For each PHEV Truck purchased in accordance with the terms of the EPRI Agreement, collaborate with TVA to determine optimal locations to site two Level 2 electric vehicle supply equipment units (Level 2 EVSE Units). TVA, at its expense, shall provide the Level 2 EVSE Units to Distributor under the TVA Program. Distributor, in accordance with this agreement, shall provide necessary resources to install the Level 2 EVSE Units in two separate locations as determined by Distributor and TVA. Davis-Bacon Act requirements for paying prevailing wages shall apply to these installations;
- (e) In accordance with the terms of the EPRI Agreement and plans approved by TVA, install one of the Level 2 EVSE Units at a location determined by the Distributor that is convenient for routine charging of each PHEV Truck;
- (f) In accordance with plans approved by TVA, Distributor shall install the other Level 2 EVSE Unit in a publicly accessible location that is convenient for charging publicly owned vehicles and each PHEV Truck. Distributor shall provide public charging via this Level 2 EVSE Unit at no cost to consumers for the duration of this program;
- (g) Operate and maintain each PHEV Truck and each Level 2 EVSE Unit for the duration of its useful life;
- (h) Provide and install a dedicated solid-state single-phase electric meter to monitor the demand and energy supplied through each Level 2 EVSE Unit installed;

- (i) To ensure TVA Program data integrity, instruct PHEV Truck drivers (Drivers) to use the Level 2 EVSE Units at every opportunity to charge each PHEV Truck at no less than on a daily basis. Under routine operating conditions, each PHEV Truck shall be fully charged nightly in order to facilitate operating the vehicle with a fully charged battery the following day. Furthermore, instruct Drivers to identify other opportunities to charge the PHEV Trucks during daily operations to optimize vehicle efficiency. It is recognized and agreed that Drivers may encounter non-routine operating conditions under which it is not feasible to charge each PHEV Truck nightly (Non-Routine Events). Distributor shall inform TVA of such Non-Routine Events in accordance with section 2(m) below;
- (j) Use each PHEV Truck to perform service work in the same manner as it would use conventional utility trucks in daily operations. Distributor shall maintain PHEV Trucks sufficiently for use in various outreach demonstrations and awareness activities in the Distributor's service territory to educate the general public on plug-in electric vehicle technologies;
- (k) Provide monthly reports to TVA delineating demand and energy usage data for the PHEV Truck and from the dedicated electric meter for each Level 2 EVSE Unit installed for the term of the TVA Program (collectively referred to as "Monthly Data") and allow TVA to share Monthly Data as required to facilitate optimal administration of the TVA Program and the EPRI Program. Distributor shall grant EPRI permission to provide TVA any data collected as part of the EPRI Program and allow TVA to share this data as TVA deems necessary to facilitate optimal administration of the TVA Program (collectively referred to as "Project Data");
- (l) Record and track all petroleum purchases for each PHEV Truck in a format provided by TVA and include in a monthly report to TVA for the term of the TVA Program;
- (m) Inform TVA in monthly reports of any unusual or unanticipated use, events, evolutions, etc., that each PHEV Truck is subjected to during the term of the TVA Program;
- (n) Notwithstanding section 2 of Attachment C, submit one or more requests for payment to TVA for reimbursement (substantially in the form of Attachment B), along with purchase orders, invoices, supporting documentation, etc., for (i) an amount not to exceed a total of \$60,000.00 as partial reimbursement for the cost of each PHEV Truck purchased as part of the EPRI Program, and (ii) an amount not to exceed a total of \$5,000 as reimbursement for the cost to install the two Level 2 EVSE Units provided by TVA. Distributor shall cooperate with TVA in any audit or verification of any invoices and purchases. Distributor must submit a request for payment to TVA for reimbursement of the cost of each PHEV Truck purchased within 30 days of the date that each PHEV Truck is received by the Distributor;

- (o) Participate in program initiatives (webcasts, surveys, etc) and provide any information and support to TVA for reporting and documentation of the TVA Program, in accordance with its reporting requirements; and
- (p) Facilitate and participate in (i) prearranged guided visits and interviews on the performance of the PHEV Trucks and associated electric vehicle supply equipment, and (ii) the dissemination of research results to all TVA stakeholders, including other distributors of TVA power, Tennessee Valley Public Power Association (TVPPA), and the public at large.

3. TVA shall:

- (a) Notwithstanding section 2 of Attachment C, upon (i) the receipt of a fully completed request for payment for reimbursement of each PHEV Truck purchased and/or reimbursement for the costs of installing the two Level 2 EVSE Units associated with each PHEV Truck purchased, in accordance with section 2(n) above, and (ii) the completion of TVA's review and approval of the submitted documentation as provided in Attachment B, pay Distributor by electronic funds transfer within 30 days of TVA approval to an account in accordance with instructions specified by the Distributor;
- (b) Support Distributor in the collection of the Monthly Data;
- (c) Provide technical assistance and expertise for the TVA Program, as requested by Distributor;
- (d) Aggregate and perform routine analysis on the Monthly Data and Program Data to verify results, assess performance, and evaluate the overall effectiveness of the TVA Program;
- (e) Summarize demonstration results, findings, and analysis of the TVA Program and share information with Distributor, other distributors of TVA power, TVPPA, and the public at large; and
- (f) Use results of the TVA Program to assist future vehicle infrastructure research and development.

4. Attachments A, B, and C are made a part of this agreement. In the event of any conflict between the body of this agreement and said attachments, this agreement shall control.

Mr. Pippin
Page 5
April 30, 2013

If this letter correctly reflects our understanding on this matter, please have a duly authorized representative execute and date the two duplicate originals of this letter, and return them to TVA for further processing. Upon completion by TVA, a fully executed duplicate original will be returned to you for your files. This agreement shall become effective as of the date of TVA's execution. TVA is pleased to have the opportunity to work with the City of Huntsville, Alabama on this TVA Program.

Accepted and agreed to as of the
____ day of _____, 201__.

TENNESSEE VALLEY AUTHORITY

By _____
Senior Manager
Power Contracts

Accepted and agreed to as of the
____ day of _____, 201__.

CITY OF HUNTSVILLE, ALABAMA

By _____
Title:

Attachment A

TERMS AND CONDITIONS

Section 1 - Term of Agreement

This agreement shall become effective as of the date of TVA's execution and will continue in effect until December 31, 2017. Distributor agrees to use the PHEV Trucks purchased in accordance with the terms of the EPRI Agreement during the term of this agreement.

Section 2 - Relationship of Parties

No party to this agreement shall be considered the agent or employee of any other party for any purpose under this agreement, and no party, nor their respective agents or employees, assumes any liability to the other parties or to any third party for any damage to property, both real and personal, including damage in any way connected with the TVA Program, or personal injuries, including death, which might arise out of or be in any way connected with any act or omission of the other parties.

Section 3 - Limitation of Liability

TVA shall not be liable to Distributor, whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, for any special, indirect, incidental, or consequential loss or damage in any way connected with the TVA Program.

Section 4 - Third Parties Not to Benefit

Notwithstanding any provision of this agreement that may be interpreted to the contrary, this agreement shall not confer any benefits or rights on any third party except as specifically set out in this agreement.

Section 5 - Amendment or Modification

This agreement may be modified or amended only by a writing signed by the parties.

Section 6 - Payment Recovery

Distributor shall not be eligible to receive payment from TVA under this agreement if at any time any of the following occurs:

- (a) Distributor fails to decommission comparable vehicles in accordance with Section 2 (c) of this agreement;
- (b) Distributor fails to comply with the terms and conditions of this agreement or the EPRI agreement, or
- (c) EPRI discontinues the EPRI Program prior to Distributor receiving the PHEV Trucks.

If any of the events identified in (a), (b), or (c) above occur, TVA shall be entitled to recover any and all payments that Distributor received from TVA under this agreement. TVA shall invoice Distributor for any such costs incurred by TVA and Distributor shall pay TVA the invoiced amount within 30 days of the date of the invoice, and this agreement shall be deemed to have automatically terminated as of the date that TVA receives payment for the invoiced amount.

Attachment B

REQUEST FOR PAYMENT

(Distributor letterhead)

(Date)

Mr. Michael DeFilippis, Senior Project Manager
Energy Utilization Technology
Tennessee Valley Authority
1101 Market Street, BR 5B
Chattanooga, Tennessee 37402-2801

Dear Mr. DeFilippis:

<Distributor> (<Distributor Service Name>) requests payment of \$60,000.00 from the Tennessee Valley Authority (TVA) for costs associated with the purchase of a Plug-In Hybrid Utility Truck (PHEV Truck), VIN Number _____, in accordance with an agreement between <Distributor Service Name> and TVA numbered _____ and dated _____ (TVA Program Agreement).

<Distributor Service Name> certifies that it has entered into a separate participation agreement with Electric Power Research Institute in their Plug-In Hybrid Electric Vehicle Medium-Duty Fleet Demonstration and Evaluation Program, as referenced in the TVA Program Agreement, and that all amounts requested for payment are due and properly owed by TVA in accordance with the TVA Program Agreement. Enclosed are purchase orders, invoices, and other supporting documentation for this payment request.

If you have questions, please contact me at XXX-XXX-XXXX.

Sincerely,

(Name)

(Title)

Enclosures

REQUEST FOR PAYMENT

(Distributor letterhead)

(Date)

Mr. Michael DeFilippis, Senior Project Manager
Energy Utilization Technology
Tennessee Valley Authority
1101 Market Street, BR 5B
Chattanooga, Tennessee 37402-2801

Dear Mr. DeFilippis:

<Distributor> (<Distributor Service Name>) requests payment of _____ (up to \$5,000.00) from the Tennessee Valley Authority (TVA) as reimbursement for costs associated with the installation of two Level 2 EVSE Units that were provided by TVA at its expense and are associated with Distributor's purchase of a Plug-In Hybrid Utility Truck (PHEV Truck), VIN Number _____, in accordance with an agreement between <Distributor Service Name> and TVA numbered _____ and dated _____ (TVA Program Agreement).

<Distributor Service Name> certifies that it has entered into a separate participation agreement with Electric Power Research Institute in their Plug-In Hybrid Electric Vehicle Medium-Duty Truck Demonstration and Evaluation Program, as referenced in the TVA Program Agreement, and that all amounts requested for payment are due and properly owed by TVA in accordance with the TVA Program Agreement. Enclosed are purchase orders, invoices, and other supporting documentation for this payment request. In accordance with the TVA Agreement, Distributor further certifies that the installation of the two Level 2 EVSE Units is complete and that each Level 2 EVSE Unit is operational.

If you have questions, please contact me at XXX-XXX-XXXX.

Sincerely,

(Name)

(Title)

Enclosures

Attachment C

BILLING AND PAYMENT TERMS

(Payments by TVA)

(11/16/2009 version)

SECTION 1 - DEFINITION OF TERMS

"TVA" means the Tennessee Valley Authority.

"Reimbursable Contract" means the agreement or contract to which these Billing and Payment Terms are made a part as an attachment or exhibit.

"Billing Party" means the party owed any amount due under the Reimbursable Contract in accordance with these Billing and Payment Terms.

"Billed Party" means the party obligated to pay any amount due under the Reimbursable Contract in accordance with these Billing and Payment Terms. (The same party to the Reimbursable Contract may be the Billing Party or the Billed Party or both.)

"Payment Due Date" means the date by which payment is due the Billing Party as defined in Section 2 below.

"Deliverables" means the work or services performed, or property or equipment furnished, by the Billing Party under the Reimbursable Contract for the ownership benefit of the Billed Party.

SECTION 2 - INVOICING AND PAYMENT DUE DATE

The Billing Party shall submit an invoice to the Billed Party for the amount due. When TVA is the Billed Party, invoices shall be submitted to TVA Accounts Payable, P.O. Box 15500, Knoxville, Tennessee 37901, or may be submitted electronically to TVA Accounts Payable at accountspayable@tva.gov. When TVA is not the Billed Party, the invoice may be submitted in electronic form, if permitted under the Reimbursable Contract. For accounting reference purposes, the invoice shall be numbered and dated and shall include (a) the contract number assigned under Section 11 (**Assignment of Contract Number**) below and (b) reasonably sufficient detail or supporting documentation to permit the Billed Party to verify the appropriateness or accuracy of the amount owed. Unless a later due date is specified in the Reimbursable Contract, the Payment Due Date shall be 30 days from the date of receipt of the invoice. Payment by TVA will be made by electronic fund transfer (after the Billing Party completes a TVA Electronic Vendor Payment Form).

SECTION 3 - INTEREST ON UNDERPAYMENTS OR OVERPAYMENTS

If the Billed Party fails to pay the amount due by the Payment Due Date, the Billed Party shall pay interest on the unpaid amount based on the maximum rate under the United States Prompt Payment Act, (31 U.S.C. §§ 3901-3907) as published in the Federal Register and adjusted periodically (currently semi-annually). Interest shall accrue from the Payment Due Date until the date the Billing Party receives payment. Failure to pay within 90 days after the Payment Due Date shall constitute a material breach of the Reimbursable Contract. If the Billed Party overpays (such as, due to erroneous or inaccurate invoicing by the Billing Party or due to refund of an excess deposit payment), the Billing Party shall promptly refund the amount overpaid.

SECTION 4 - DELAY OR SUSPENSION OF WORK DUE TO PAYMENT FAILURE

If the Billed Party fails to pay the amount due by the Payment Due Date, the Billing Party shall have the right to delay or suspend the work or services being performed until after such payment failure has been satisfactorily resolved. Nothing herein contained shall be construed as relieving the Billed Party of the obligation to pay the Billing Party for the work completed as of the date such work or services are delayed or suspended.

SECTION 5 - PAYMENT DISPUTE

The Billed Party may dispute the payment of all or a portion of the amount due in an invoice if the Billed Party has a reasonable basis to demonstrate that such amount is inappropriate or questionable. In that case, the Billed Party shall promptly advise the Billing Party in writing of the reasons for disputing all or a portion of the invoiced amount. Upon receipt of the Billed Party's written statement of reasons, the dispute resolution provisions of Section 12 below shall apply. If as a result of the dispute resolution, one party is required to pay the other for the amount overpaid or underpaid, such amount shall include interest calculated in accordance with Section 3 (**Interest on Underpayments or Overpayments**) above.

SECTION 6 - OFFSET

Each party reserves the right to offset any amount owed to the other party against any amount owed by the other party.

SECTION 7 - WARRANTIES AND LIMITATION OF LIABILITY

Unless otherwise provided in the Reimbursable Contract, the Billing Party warrants the Deliverables to be in conformance with generally accepted professional standards prevailing at the time of delivery. Any Deliverables not in accordance with such standards shall be corrected at no cost to the Billed Party as long as such nonconformance is reported in writing within one year from the date of delivery. The Billing Party expressly disclaims any other warranties, including implied warranties of merchantability or fitness for any particular use or purpose, as to any Deliverables provided hereunder.

SECTION 8 - TIME OF COMPLETION AND FORCE MAJEURE

Any delays in or failure of performance by the Billing Party or its contractors shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Billing Party or its contractors, and Billing Party shall not be liable for any loss or damage due to or arising out of any such delays or failure of performance. Such occurrences include, but are not limited to, acts of God or the public enemy, fires, epidemics, quarantines, strikes, freight embargoes or delays in transportation, priorities or other acts or orders of Governmental authority, or unforeseeable severe weather or floods, or any causes, whether or not of the same class or kind of those specifically above named, which are not within the control of Billing Party or its contractors.

SECTION 9 - ACCESS TO BILLING RECORDS AND CONFIDENTIALITY

Upon written request by the Billed Party, the Billing Party shall provide access during normal working hours to its records as necessary to permit the Billed Party to verify the accuracy or appropriateness of the invoice. The Billed Party shall keep the information examined confidential. If a billing dispute is submitted to dispute resolution as set out in Section 12 below, the Billing Party agrees to provide the pertinent records or information to counsel and independent experts of the Billed Party and those attempting to resolve the dispute, provided such third parties agree to keep such records or information confidential. Nothing in this Section shall be construed as in any way impairing the ability pursuant to statutory authority of the Office of the Inspector General of TVA or of any other Federal agency having auditing jurisdiction over TVA to examine the records of the Billing Party to the extent relating to any amount billed TVA by the Billing Party.

SECTION 10 - ENTIRE CONTRACT

The Reimbursable Contract and all exhibits or attachments thereto (including these Billing and Payment Terms) shall constitute the entire agreement between the parties. In the event of any conflict between the provisions of the Reimbursable Contract and these Billing and Payment Terms, the Reimbursable Contract shall prevail.

SECTION 11 - ASSIGNMENT OF CONTRACT NUMBER

The Reimbursable Contract will have a contract number assigned by TVA for all parties to use as a reference as part of the invoicing and payment processes.

SECTION 12 - DISPUTE RESOLUTION

If a billing amount dispute arises out of or relates to the Reimbursable Contract, including these Billing and Payment Terms, or the breach thereof, the parties agree to use their best efforts to resolve such a dispute informally at the lowest possible levels of decisionmaking. Such a dispute not resolved at the working level should be referred to higher levels of management of both parties for consideration, as necessary. If said dispute cannot be so settled, the parties further agree to develop

and use consensual alternative dispute resolution processes, such as facilitation and mediation to try in good faith to settle said dispute, before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may, for example, try to resolve the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules.

SECTION 13 - RESTRICTION OF BENEFITS

No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of the Reimbursable Contract or to any benefit that may arise from it unless the agreement be made with a corporation for its general benefit. The other party to the Reimbursable Contract shall not offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 5 C.F.R. part 2635 (as amended, supplemented, or replaced). Breach of this provision shall constitute a material breach of the Reimbursable Contract.

SECTION 14 - CONFORMANCE WITH WORK SCOPE AND COST ESTIMATE

It is recognized that depending on the nature or extent of the work involved, the Reimbursable Contract may include a detailed work scope and a cost estimate (or cost limitation) for work subject to reimbursement based on actual costs incurred. In that case, the Billing Party shall use its best efforts to perform the work within the specified work scope and cost estimate. If at any time the Billing Party becomes aware that the actual costs will likely exceed the cost estimate by 15 percent or more, the Billing Party shall use its best efforts to obtain concurrence or resolution with the Billed Party regarding such cost estimate overrun. This shall include notification of the Billed Party in writing of the cost estimate overrun together with a revised cost estimate and an explanation for the cost estimate overrun so as to provide the Billed Party an opportunity for input and/or consultation. For work or services in excess of the work scope, unless mutually agreed by the parties in advance (such as in the form of an amendment to the Reimbursable Contract), the Billing Party shall not be obligated to perform such work or services, and the Billed Party shall not be obligated to pay for such work or services. The Billing Party may elect to suspend the work in question until it has obtained concurrence or resolution with the Billed Party regarding work in excess of the work scope and/or cost estimate.