



**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**, the Distributor and TVA entered into the *energy right*® Program Agreement (Contract No. 00015082 dated June 1, 2002 and as may have been amended) to promote the wider and better use of electricity by Distributor's residential and small commercial business customers (Program); and

**WHEREAS**, the Distributor and TVA wish to cooperate in a Gas Water Heater New Homes pilot arrangement (GWH Incentive Program) which is designed to increase the overall energy efficiency of new homes constructed with gas water heaters and dual-fuel heat pumps; and

**WHEREAS**, the Distributor and TVA wish to agree on the terms and conditions under which the GWH Incentive Program will be funded and administered; and

**WHEREAS**, there is now presented to the City Council of the City of Huntsville, Alabama, an agreement implementing the Gas Water Heater New Homes Pilot Agreement, 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 agreement allowing the parties to enter into the Gas Water Heater New Homes Pilot Agreement and Tommy Battle, as Mayor of the City of Huntsville, Alabama, be, and he is authorized to execute said agreement 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 "Gas Water Heater New Homes Pilot Agreement between City of Huntsville, Alabama, and Tennessee Valley Authority," consisting of 10 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

*Electric Boxes*



Tennessee Valley Authority, 4960 Corporate Drive, Suite 125, Huntsville, Alabama 35805

October 25, 2013

Mr. William C. Pippin  
President and CEO  
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 covering Huntsville Utilities participation in the Gas Water Heater New Homes Pilot program. This program is designed to promote the wider and better use of electricity by Huntsville's residential and small commercial business customers; and also increase the overall energy efficiency of new homes constructed with gas water heaters and dual-fuel heat pumps.

Please execute all three originals of the agreement and return them to me for further handling by TVA. Two fully executed originals of the agreement will be returned to you for your files.

Please contact me if you have any questions concerning the enclosed agreement.

Sincerely,

*Kevin*

Kevin C. Chandler  
General Manager

Enclosures

**GAS WATER HEATER NEW HOMES PILOT AGREEMENT**  
**Between**  
**CITY OF HUNTSVILLE, ALABAMA**  
**And**  
**TENNESSEE VALLEY AUTHORITY**

Date: \_\_\_\_\_

Contract No. 611940

THIS AGREEMENT, made and entered into by and between the CITY OF HUNTSVILLE, ALABAMA (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Alabama; and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act)

**W I T N E S S E T H:**

WHEREAS, Distributor and TVA have entered into a contract dated May 26, 1980, as amended (Power Contract), under which Distributor purchases its entire requirements for electric power and energy from TVA for resale; and

WHEREAS, Distributor and TVA have entered into an *energy right*<sup>®</sup> Program Agreement, dated June 1, 2002, as amended (Energy Right Contract), to promote the wider and better use of electricity by Distributor's residential and small commercial business customers; and

WHEREAS, for the purpose of promoting more energy efficient new home designs, Distributor has developed the Gas Water Heater New Homes pilot program (GWH Incentive Program) which seeks to increase the overall energy efficiency of new homes constructed with gas water heaters and dual-fuel heat pumps; and

WHEREAS, Distributor and TVA wish to agree on the terms and conditions under which the GWH Incentive Program will be funded and administered;

NOW, THEREFORE, for and in consideration of the premises and of the agreements set forth below, and subject to the provisions of the TVA Act, the parties agree as follows:

**SECTION 1 - DEFINITIONS**

Underlined terms used in this Agreement and its Attachment A which are not defined in this section 1 shall have the same meaning as in the Energy Right Contract. All references to "Program" in underlined terms used in both this Agreement and the Energy Right Contract shall be deemed to refer to the GWH Incentive Program.

- 1.1 "Billing and Payment Terms" shall mean the Billing and Payment Terms, as modified by the last sentence in subsection 5.1 below, which are attached to and made a part of this Agreement.

- 1.2 "Customer" shall have the same meaning as in the Energy Right Contract. However, for the purposes of this agreement, Customer shall mean any person or entity which owns a New Home.
- 1.3 "Documentation" shall mean any documentation requested by TVA evidencing work and energy efficiency savings related to the GWH Incentive Program. Documentation may include, but is not limited to, Certified HERS Ratings, work completion forms, detailed receipts, drawings, electricity metering data, Manual J documentation, participation agreements, participant releases, GWH Incentive Program records, billing records, and invoices. All Documentation shall be provided by Distributor to TVA in a form and substance acceptable to TVA.
- 1.4 "EM&V" shall mean TVA's periodic evaluation, measurement, and verification of GWH Dwellings.
- 1.5 "Fiscal Year" shall mean a TVA fiscal year, which is October 1 through September 30 each year.
- 1.6 "GWH" shall mean a gas water heater.
- 1.7 "GWH Dwelling" shall mean any New Home for which Distributor invoices TVA for an Incentive Payment under section 5 below.
- 1.8 "GWH Dwelling Data" shall mean GWH Dwelling and GWH Dwelling Customer data to be collected, maintained, and provided by Distributor to TVA in accordance with prescriptive standards, guidance, and sampling parameters (if any) to be provided by TVA. GWH Dwelling Data shall include, at a minimum, a list of data for all Customers and accounts that are participating in the GWH Incentive Program, including the account number, name, address, phone number, energy/billing data, email address, REM/Rate™ software data files (including the HERS Index Reports used to generate HERS scoring). GWH Dwelling Data shall be provided to TVA in an agreed upon electronic format (e.g., data file transfer, .csv, .xlsx) which can be utilized by TVA.
- 1.9 "Incentive Payments" shall mean payments made by TVA to Distributor under this GWH Incentive Program.
- 1.10 "Non-GWH Dwelling Data" shall mean a sample of Dwelling and Customer data for Customers not participating in the GWH Incentive Program to be collected, maintained, and provided by Distributor to TVA in accordance with prescriptive standards, guidance, and sampling parameters to be provided by TVA. Non-GWH Dwelling Data shall include, at a minimum, the account number (or other unique identifier) and energy/billing data from each selected Dwelling and shall be provided to TVA in an agreed upon electronic format (e.g., data file transfer, .csv, .xlsx) which can be utilized by TVA.
- 1.11 "PRM" shall mean the Program Reference Manual, as it may be updated from time-to-time, which provides standards, procedures, and forms for Distributor's use in implementing the *energy right* Program.
- 1.12 "QA Inspection" shall mean TVA's periodic review, inspection, and verification of Documentation to ensure the GWH Incentive Program is being implemented in accordance with the terms and conditions of this agreement.

## **SECTION 2 - AUTHORIZED REPRESENTATIVES**

The authorized representatives for GWH Incentive Program implementation are:

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

TVA: Mr. Scott Harrell  
Program Manager  
TVA EEDR  
26 Century Boulevard; OCP-7A  
Nashville, Tennessee 37214  
Telephone: 615-232-6117  
Email: sharrell@tva.gov

TVA may designate third-party agents and contractors to implement any portion of this agreement. Distributor shall cooperate with any such designated agent or contractor.

## **SECTION 3 - TERM AND TERMINATION**

This Agreement shall become effective on the date first above written and shall continue in effect until September 30, 2018. Provided, however, TVA may terminate this Agreement upon at least 30 days' written notice to Distributor. Upon the effective date of any such notice to terminate, TVA shall no longer accept invoices for Incentive Payments.

## **SECTION 4 - PARTICIPATION REQUIREMENTS**

To qualify for the GWH Incentive Program, a Dwelling must be a New Home and meet the following requirements:

- 4.1 The full load (100 percent) of heating and cooling is served by an AEHP or DFHP.
- 4.2 The AEHP or DFHP must be installed in accordance with guidelines set forth in the PRM.
- 4.3 No work done on the New Home has been the cause of any incentive payment made under the Energy Right Contract.
- 4.4 Any portion of water heating load is served by a GWH.
- 4.5 The completed New Home has a maximum Certified HERS Rating as set forth in Attachment A, determined by using TVA-approved software or TVA-approved prescriptive standards. A Certified HERS Rating requires the Rating to be performed by Distributor's Certified Rater.

## **SECTION 5 - INCENTIVES**

5.1 Invoicing. Distributor shall invoice TVA, no more than once per month, for Incentive Payments in accordance with the Billing and Payment Terms and this section 5. Invoices shall include as supporting materials all related (a) Documentation and (b) TVA specified GWH Dwelling Data. Prior to being paid, all invoices and the related Documentation and TVA specified GWH Dwelling Data must be reviewed and approved by TVA. Said approval may be withheld if TVA, in its sole judgment, determines that the invoice, Documentation, or GWH Dwelling Data is unacceptable or insufficient. TVA shall cooperate with Distributor in developing invoicing guidelines in order to hasten the incentive invoice review process. In lieu of the defined Payment Due Date under section 2 of the Billing and Payment Terms, the Payment Due Date shall be 45 days from the date of receipt of the invoice.

5.2 Incentives. Invoice amounts for Incentive Payments shall be calculated in accordance with tables and terms and conditions of Attachment A. TVA may update Attachment A from time to time upon at least 30 days' notice to Distributor.

5.3 Funding Limits. Total Incentive Payments for which TVA will pay Distributor shall not exceed \$15,060.00 in Fiscal Year 2014, \$23,820.00 in Fiscal Year 2015, and \$32,580.00 in Fiscal Year 2016. TVA shall make no Incentive Payments or accept any Incentive Payments invoices (1) once the Incentive Payment limit for any Fiscal Year has been reached or (2) after Fiscal Year 2016. Incentive Payments shall count toward the funding limit for the Fiscal Year during which TVA approves the invoice. Accordingly, if Distributor would like Incentive Payments to be made in a specific Fiscal Year, Distributor must submit all invoices to TVA with ample time for TVA to review and approve the invoices and related supporting materials in that Fiscal Year.

5.4 Incentive Overlap. All GWH Dwellings shall be deemed ineligible for inclusion in any other Energy Right Contract incentive.

## **SECTION 6 - EVALUATION MEASUREMENT AND VERIFICATION**

Through September 30, 2018, Distributor shall (1) ensure that TVA has access, at reasonable times, to Documentation and GWH Dwellings to perform EM&V, (2) provide GWH Dwelling Data and Non-GWH Dwelling Data to TVA upon request or on a scheduled frequency specified by TVA, (3) secure GWH Dwelling Customers' cooperation in TVA conducted interviews, surveys, and site visits, and (4) permit TVA staff to accompany Distributor's staff as they implement the GWH Incentive Program.

## **SECTION 7 - QUALITY ASSURANCE**

Distributor shall cooperate with TVA in quality assurance and quality control efforts. Distributor shall inspect GWH Dwellings in accordance with Attachment A. Through September 30, 2018, Distributor shall obtain from Customers the right for TVA to conduct QA Inspections. The provisions of section 12.2 of the Energy Right Contract shall apply to the GWH Incentive Program.

## **SECTION 8 - PARTICIPANT AGREEMENT**

Distributor will ensure that all Customers which own GWH Dwellings sign an agreement in which they are informed of and agree to the following:

As a participant in the Gas Water Heater New Homes Pilot Program, information regarding your dwelling (home) may be used in reporting and research studies by TVA to determine the energy impacts and effectiveness of this pilot program. Your participation constitutes agreement to allow TVA or its agents and contractors to monitor energy use after delivery/installation of the project and/or obtain energy/billing data directly from your local power company (Huntsville Utilities). You also agree to allow periodic inspection of project records or the project itself, and to participate in interviews/surveys required to evaluate program efficacy. All information collected will be held confidentially, and will be used for program evaluation purposes only.

The obligations in this section shall also apply to any successor owners if the GWH Dwelling is sold during the term of this Agreement.

**SECTION 9 - CONFIDENTIALITY**

Except as may be required by law, TVA shall not divulge information provided to or collected by TVA under this Agreement (Information) to third parties without the written consent of Distributor. TVA may disclose Information without Distributor's written consent to third party contractors performing work in support of the GWH Incentive Program, provided, TVA secures an agreement with the third party contractors to not disclose Information.

**SECTION 10 - REFUND**

If, at any time, the current or future owner of a GWH Dwelling does not allow TVA to perform EM&V or QA Inspection on any GWH Dwelling, or if TVA finds any GWH Dwelling or work to be unsatisfactory during a QA Inspection or EM&V visit, Distributor may be required by TVA to refund to TVA the Incentive Payment associated with that GWH Dwelling.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

**CITY OF HUNTSVILLE, ALABAMA**

By \_\_\_\_\_  
Title:

**TENNESSEE VALLEY AUTHORITY**

By \_\_\_\_\_  
Senior Manager  
Power Contracts

## Attachment A

### Classifications

Completed New Homes are classified as Platinum according to the following requirements:

| <b>Classification</b> | <b>Maximum <u>Certified HERS Rating</u></b> |
|-----------------------|---|
| Platinum              | 86 or approved equivalent                   |

### Incentives

Distributor shall calculate invoices for Incentive Payments for each Platinum classified completed GWH Dwelling in accordance with the table below:

| <b><u>New Home Type</u></b> | <b>Platinum classified <u>New Home with GWH</u></b> | <b>Platinum classified <u>New Home with GWH and DFHP</u></b> |
|-----------------------------|---|--|
| <u>Single-Family</u>        | \$275.00  | \$150.00   |
| <u>Multi-Family</u>         | \$120.00  | \$65.00  |

### Inspections

Distributors must certify to TVA that GWH Dwellings meet the following minimum Inspection requirements:

| <b><u>New Home Type</u></b> | <b>Minimum <u>Inspection</u> Requirements</b> |
|-----------------------------|---|
| <u>Single-Family</u>        | 50 percent of installations                   |
| <u>Multi-Family</u>         | 10 percent of installations                   |

All Inspections of less than 100 percent shall be random and non-discriminatory.

## **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](mailto: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.