Evaluation of Hydrogen Fuel Cell Power Source for Cathodic Bridge Protection System

FINAL REPORT
March 2001

Submitted by
Dr. Hani H. Nassif, P.E.
Assistant Professor

Dept. of Civil & Environmental Engineering
Center for Advanced Infrastructure & Transportation (CAIT)
Rutgers, The State University
Piscataway, NJ 08854-8014

NJDOT Research Project Manager
Mr. Henry Schweber

In cooperation with

New Jersey
Department of Transportation
Division of Research and Technology
and
U.S. Department of Transportation
Federal Highway Administration
Disclaimer Statement

"The contents of this report reflect the views of the author(s) who is (are) responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the New Jersey Department of Transportation or the Federal Highway Administration. This report does not constitute a standard, specification, or regulation."

The contents of this report reflect the views of the authors, who are responsible for the facts and the accuracy of the information presented herein. This document is disseminated under the sponsorship of the Department of Transportation, University Transportation Centers Program, in the interest of information exchange. The U.S. Government assumes no liability for the contents or use thereof.
This report pertains to a preliminary study to test the feasibility of retrofitting an existing bridge cathodic protection system with an ammonia/hydrogen fuel cell power supply. The feasibility study includes the selection of an appropriate hydrogen fuel cell, the design and installation of a data logger and remote collection unit, and long term monitoring of fuel cell performance. A detailed specification for each unit was developed and described in a Request For Proposals (RFP) sent by the Center for Advanced Infrastructure and Transportation (CAIT) to perspective fuel cell manufacturers. Also, a bridge site was selected for the installation of and applying the most reliable fuel cell under closely controlled conditions. The data logger was designed to allow for remote monitoring and data collection of fuel cell performance data under field conditions.

Based on the initial phase of the study, it is recommended that the hydrogen fuel cell system might not be the best alternative to supply power for the cathodic protection system, especially if electric power is available. Although, the project did not conclude by installing the fuel system and testing it under field conditions, it might be shown that technically it is feasible to use such technology, however, it is expected to be costly prohibitive in comparison with electric power and/or solar energy.
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ABSTRACT

This report pertains to a preliminary study to test the feasibility of retrofitting an existing bridge cathodic protection system with an ammonia/hydrogen fuel cell power supply. The feasibility study includes the selection of an appropriate hydrogen fuel cell, the design and installation of a data logger and remote collection unit, and long term monitoring of fuel cell performance. A detailed specification for each unit was developed and described in a Request For Proposals (RFP) sent by the Center for Advanced Infrastructure and Transportation (CAIT) to perspective fuel cell manufacturers. Also, a bridge site was selected for the installation of and applying the most reliable fuel cell under closely controlled conditions. The data logger was designed to allow for remote monitoring and data collection of fuel cell performance data under field conditions.

Based on the initial phase of the study, it is recommended that the hydrogen fuel cell system might not be the best alternative to supply power for the cathodic protection system, especially if electric power is available. Although, the project did not conclude by installing the fuel system and testing it under field conditions, it might be shown that technically it is feasible to use such technology, however, it is expected to be costly prohibitive in comparison with electric power or solar energy.

OBJECTIVE

The main objective of this study was to test the feasibility and develop a specification for retrofitting an existing bridge cathodic protection system with an ammonia/hydrogen fuel cell power supply. The project includes selecting a specific bridge site and applying the most reliable fuel cell under closely controlled conditions.

BACKGROUND

Cathodic protection (CP) is a very effective system for keeping the electric potentials of a structure at such levels to prevent development of corrosion. In New Jersey, 18 bridges on I-80 and one deck on Rt. 17 near Saddle Brook have cathodic protection systems. The CP systems installed on the bridges operate on the principle of balancing the flow of electrons across the bridge deck and supporting reinforcing steel. By inducing a small electrical DC current into the deck and controlling the electron flow within the bridge deck, the system can greatly slow down the corrosion rate by keeping steel from rusting, greatly extending the useable life of the bridge. The systems on I-80 were installed in 1988, and consist of Raychem Ferex 100 anode, Harco conductive polymer mound anode, and ELGARD 210 anode mesh. The anodes are covered with a 1.25 to 1.50 inch latex modified concrete (LMC) overlay. Some of the anode systems have performed better than others, and several of the Raychem systems are scheduled to be abandoned this year.
However, five systems which were installed using ELGARD titanium anode mesh on the I-80 Bridge continue to work well. According to a NJDOT research report [1], the ELGARD titanium mesh anode systems had the highest level of corrosion protection, the best overall performance, and the longest projected anode life (estimated 35 to 40 years). However, the rectifiers that control the operation of these systems have not proven to be very reliable and require routine monitoring and specialized skills to keep them operating properly. Some of the rectifier systems have already ceased to be used.

Therefore, it is suggested by NJDOT to retrofit one corrosion protection system on a bridge on I-80 with fuel cell system and hydrogen fuel supply capacity. The Rutgers Team was asked to evaluate the process and study the feasibility of such fuel system for future implementation on sites with similar defects. The section below describes the work accomplished in the project as of to date.

ACCOMPLISHED TASKS

The Rutgers research team conducted a comprehensive search of companies and manufacturers using various database search resources. Appendix A lists all the companies that were selected based on experience with Hydrogen fuel cells. The Rutgers team consulted with the NJDOT project contact about the technical specifications of the fuel cell system and its general requirements. The general requirements and technical specifications were to be included in a Request For Proposal (RFP), which in turn was mailed later to the companies listed in Appendix A. The Rutgers team did not have enough information about the requirements of the existing cathodic protection system already in place at the bridge site. The information was not provided by the NJDOT project contact. The Rutgers Team proceeded according to the University rules and regulations for awarding a subcontract and prepared a detailed RFP with the help of the University Procurement and Contracting. Appendix B lists a copy of the RFP with the cover letter that was mailed to all companies listed in Appendix A. Also, listed in Appendix B is a copy of the H-Power proposal in response to the RFP. The response to the RFP was limited to only one company (H-Power) responding with a proposal to install one fuel cell system with a power capacity of only 19 Watt on four zones/circuits on I-80-WB Bridge over Horseneck Road (Structure # 0726-151). The Rutgers Team discussed the H-Power proposal with the NJDOT project contact on many occasions. The concern was that the power supply of only 19 watts might not be sufficient enough to power the system as well as to generate extra power for the data collection unit, heating and cooling units, etc. Moreover, other bridges of similar configuration (e.g., I-80 EB bridge over Horseneck Road- twin span of same bridge under consideration) had more circuits and required more power (40.92 watt) as shown in a previous NJDOT report [1]. The NJDOT report was acquired by Rutgers directly from the NJDOT Librarian. Appendix C shows a copy of correspondence between Rutgers and the NJDOT Quality Management office for a typical bridge installation for the cathodic protection where the total power needed is 40.92 Watt. Therefore, the Rutgers Team made the point that
the contract cannot be awarded unless a more comprehensive and detailed study of using a battery with higher power output. It is the research team position that it might not be feasible to install such a fuel system due to lack of the minimum power range needed. The NJDOT project contact asked Rutgers to go ahead and award the contract to H-Power without further analysis of the technical data. The Rutgers Team requested that the NJDOT project contact re-issue a written task order for a change of the project scope to allow for the use of a 19-watt battery system. The project was on hold since no such written statement was provided by NJDOT to that effect and subsequently the subcontract was not issued. The Rutgers team made the same point during two of the quarterly meeting after which it was decided by NJDOT research office to close the project. Therefore, tasks 4 through 6 were not accomplished and it was decided by NJDOT office to close out the project.
REFERENCES

APPENDIX A

CAIT
Center for Advanced Infrastructure & Transportation
Rutgers University
Department of Civil and Environmental Engineering
623 Bowser Rd. Piscataway, NJ 08854-8014
Tel: 732-445-0579 Fax: 732-445-0577

H. Power Corp.
60 Montgomery Street
Belleville, NJ 07109

Ballard Power Systems Inc.
9000 Glenlyon Parkway
Burnaby BC
Canada V5J5J9

International Fuel Cells
195 Governors Highway
South Windsor, CT 06074

Aspen Systems, Inc.
184 Cedar Hill Street
Marlborough, MA 01752

Arthur D. Little, Inc.
Acorn Park
Cambridge, MA 02140-2390

Energy Research Corporation-Fuel Cell Manufacturing
P.O. Box 538
Torrington, CT 06790-0538

Avista Corp.
Corporate Communications Department
1411 E. Mission St.
P.O. Box 3727
Spokane, WA 99220-3727

Energy Partners, L.C.
1501 Northpoint Parkway, Suite 102
West Palm Beach, FL 33407

Hydrogenics Corporation
Woodbridge, ON
CANADA L4L 5Y9
REQUEST FOR PROPOSAL

UNIVERSITY PROCUREMENT & CONTRACTING
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
56 BEVIER ROAD
PISCATAWAY, NEW JERSEY 08854-8010

4. Any expense incurred by the bidder in connection with this proposal is the sole responsibility of the bidder.

5. If proposal is not F.O.B. destination, you must show cost of freight as a separate item.

RETURN SIGNED PROPOSAL IN A SEALED ENVELOPE. SHOW RFP # ON OUTSIDE OF ENVELOPE.

IN EVENT OF THIS PROPOSAL BEING ACCEPTED, A PURCHASE ORDER WILL BE SENT.

SEE REVERSE SIDE FOR TERMS & CONDITIONS.

FILE COPY

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY, requests formal written proposals for a Fuel Cell Cathode Bridge Protection project for the Center for the Advanced Infrastructure & Transportation, Department of Civil and Environmental Engineering as outline

in the enclosed General Requirements Document, Primary Terms & Conditions.

PLEASE NOTE ADDITIONAL TERMS & CONDITIONS ON REVERSE SIDE OF THIS SHEET.

ALL RUTGERS UNIVERSITY TERMS AND CONDITIONS WILL BECOME PART OF ANY CONTRACT(S) AWARDED AS A RESULT OF THE REQUEST FOR BID OR PROPOSAL, WHETHER STATED IN PART, IN SUMMARY OR BY REFERENCE. IN THE EVENT THE BIDDER'S TERMS AND CONDITIONS CONFLICT WITH RUTGERS THE RUTGERS TERMS AND CONDITIONS WILL PREVAIL, UNLESS THE BIDDER IS NOTIFIED IN WRITING OF RUTGERS ACCEPTANCE OF THE BIDDER'S TERMS AND CONDITIONS.

ANY EXPENSE INCURRED BY THE VENDOR IN CONNECTION WITH THIS PROPOSAL IS THE SOLE RESPONSIBILITY OF THE VENDOR.

READ THE ENTIRE PROPOSAL INCLUDING ALL TERMS, CONDITIONS AND SPECIFICATIONS.

PROPOSAL DOCUMENTS ARE TO BE SUBMITTED IN INK, ANY PRIOR ALTERATIONS, I.E., WRITETHROUGH, CROSSOUTS AND ERASURES MUST BE INITIATED OTHERWISE THE PROPOSAL WILL BE REJECTED. (SEE NUMBER 17: TERMS & CONDITIONS)

THIS (ORIGINAL LEGAL SIZE SHEET) REQUEST FOR QUOTATION FORM MUST BE SIGNED AT THE BOTTOM AND RETURNED WITH THE PROPOSAL SHEET(S)

YOUR ENTIRE PROPOSAL WILL BE REJECTED AND DISQUALIFIED IF THIS FORM IS NOT SIGNED AND RETURNED ON OR BEFORE THE PROPOSAL DUE DATE AND TIME. FURTHERMORE PROPOSALS THAT REQUIRE COMPLETION OF THE AWARD PROCESS WILL BE DISQUALIFIED. BIDDERS MIST SUBMIT SEPARATE PROPOSALS ONLY. ANY COMMUNICATION (SUCH AS FACSIMILE TRANSMISSION) WHICH REVEALS THE CONTENTS OF A SEPARATE PROPOSAL WILL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL.

IT IS THE BIDDER'S RESPONSIBILITY TO SEE THAT THEIR PROPOSAL ARRIVES AT THE UNIVERSITY PROCUREMENT & CONTRACTING OFFICE BEFORE THE PROPOSAL OPENING DATE AND TIME.

PROPOSALS DELIVERED IN PERSON OR BY EXPRESS SERVICE SHOULD BE TO OUR ACTUAL LOCATION.

THIS LOCATION IS:
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
UNIVERSITY PROCUREMENT & CONTRACTING
56 BEVIER ROAD
PISCATAWAY, NEW JERSEY 08854-8010

SIGNED: ____________________________
DATE: ____________________________
TIME: ____________________________

NOTE: SHOW ALL TAXES AS SEPARATE ITEM

This space to be filled in by bidder

GRAND TOTAL

NOTE: SHOW ALL TAXES AS SEPARATE ITEM

We quote you as above subject to the terms and conditions on the reverse.

SIGNATURE: ____________________________
PRINT NAME AND TITLE: ____________________________
PHONE NUMBER: ____________________________
RETURN SIGNED PROPOSAL IN A SEALED ENVELOPE. SHOW R.F.P. # ON OUTSIDE OF ENVELOPE.

IN EVENT OF THIS PROPOSAL BEING ACCEPTED, A PURCHASE ORDER WILL BE SENT.

SEE REVERSE SIDE FOR TERMS & CONDITIONS.

DATE

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50 Montgomery Street
Belleville, NJ 07109

International Fuel Cells
195 Governors Highway
South Windsor, CT 06074

Arthur D. Little, Inc.
Acorn Park
Cambridge, MA 02140-2390

Avista Corp.
Corporate Communications Dept.
1411 E. Mission St.
P. O. Box 3727
Spokane, WA 99220-3727

Hydrogenics Corporation
Woodbridge, ON
CANADA L4L 5Y9

Ballard Power Systems Inc.
9000 Glenlyon Parkway
Burnaby BC
CANADA V5J 5J9

Aspen Systems, Inc.
184 Cedar Hill Street
Marlborough, MA 01752

Energy Research Corporation
Fuel Cell Manufacturing
P. O. Box 538
Torrington, CT 06790-0538

Energy Partners, L. C.
1501 Northpoint Parkway, Suite 102
West Palm Beach, FL 33407
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
UNIVERSITY PROCUREMENT AND CONTRACTING
GENERAL REQUIREMENTS
REQUESTS FOR PROPOSAL (RFP)

RFP# 9-11-03-1

For

FUEL CELL POWERED CATHODIC BRIDGE PROTECTION PROJECT

For

CAIT
Center for Advanced Infrastructure & Transportation
Rutgers, The State University of New Jersey
DEPARTMENT OF CIVIL AND ENVIRONMENTAL ENGINEERING
Rutgers, The State University of New Jersey
University Procurement and Contracting
RFP #9-11-03-1

SCOPE OF WORK

Fuel Cell Powered Cathodic Bridge Protection

I. OBJECTIVES

The main objectives of this study are to test the feasibility and develop a specification for retrofitting a corrosion protection system on the I-80 bridge over Horseneck Road (Structure # 0726-151) with a fuel cell system and hydrogen fuel supply capacity. The proposed project identifies fuel cell systems that are environmentally safe and will provide uninterrupted power under all operating conditions.

II. RESPONSIBILITIES OF CONTRACTOR

a) Meet with project schedule and deadlines.
b) Exercise common care with all project equipment.
c) Share knowledge and experience with project partners.
d) Work along side Rutgers personal in set-up stages.
e) Work with CAIT and Rutgers personnel to ensure completion.
f) Notify and seek approval from the Project Manager for any changes.
g) Install fuel cell and its accessories at bridge site.
h) All equipment installed for the project becomes the property of the State of New Jersey.
i) Maintain fuel cell power supply, including refueling and periodical maintenance.
j) Monitor the operation of the fuel cell, report on overall efficiency, cost of operation, and system reliability.
k) Assist Rutgers with quarterly progress reports.
l) Assist in final evaluation of fuel cell performance.
m) Participate in preparing a final report to the State of New Jersey upon completion of the project.

III. FUEL CELL REQUIREMENTS

a) Design, construct, and enclose a 40 Volt, 5 amp fuel cell power supply.
b) Obtain or supply all needed accessories, subsystems, regulators and components of fuel cell system.
c) Able to withstand year-round weather conditions in an outdoor setting.
d) Must be easily refueled and serviceable.
e) Must be adjustable in-order to fine-tune for application.
f) Be in good operating condition for the duration of the year-long project.
g) The installed system is expected to function 24 hrs/day, 7 days/week, regardless of weather conditions.

The fuel cell and its subsystems will be bench tested prior to installation on the bridge. NJDOT's Project Manager will approve the testing protocol and witness specification testing. In order to meet project deadlines, delivery must occur no later than March 15th, 2000. Any special innovative concepts or benefits...
that can be brought to the project, in addition to the initial project, should be submitted on a separate sheet.

IV. TESTING

a) CAIT will act as the contract administrator for the project.

b) Contractor will design and construct a fuel cell system to meet the application requirements.

c) Contractor would conduct a depolarization test on the subject deck to determine the optimum levels of current necessary to control the corrosion of the reinforcing steel prior to the retrofit work.

d) Contractor will routinely monitor the operation of the fuel cell system and document the performance of the system for power delivery, reliability, maintenance requirement, and operation cost.

e) Contractor will provide a method for automatic data monitoring, collection and processing to assess the performance and reliability of the fuel cell system. Data collection should be made remotely and using regular or cellular phone lines connected to office computers at Rutgers and NJDOT.

f) Contractor will coordinate refueling activities to ensure continued operation of the fuel cell system.

g) Contractor would provide testing and adjustment of the cathodic protection systems parameters.

h) Contractor will perform the installation of the new wiring for the retrofit, and the energizing and adjustment of the fuel cell system.

i) Contractor shall design and install a data logging system allowing for remote data collection on Fuel Cell performance.

j) Contractor shall provide all steel enclosure required for housing equipment.

V. YEAR 2000 WARRANTY

Certification that each hardware, software and firmware product delivered under this proposal must be century performance compliant and will meet year 2000 functionality requirements including but not limited to, date recognition, calculations and manipulations which accommodate same and multi-century formulas including leap year calculations must be submitted with the proposal.

VI. GUIDELINES FOR PROPOSAL PREPARATION

1. Five sets of the entire proposal are to be submitted. It is the responsibility of the proposer to ensure that each submission is complete and include:
   a) All tasks your company will provide
   b) Work Schedule
   c) Potential designs
   d) Total Costs and breakdown
   e) List of all major components, suppliers and sub-contractors

2. Each proposal must contain a technical section that addresses items listed in Section III, items a-g on page 2 and a section that describes team qualifications along with cost proposal. There is a 20-page limit for the technical section of the proposal.

3. The technical section of the proposal must include the description of the hardware and software proposed.
4. The qualification's section of the proposal must include a brief description of your company's qualifications and resumes of Project Manager and Key Staff.

5. The staff you propose (Project Manager and Key Staff) MUST be used in the performance of the project.

6. If you list a key person(s) that is (are) not currently employed by your firm, you need to enclose with the proposal a letter of commitment from the individual indicating that the individual or individuals will be available at the start of the project and throughout the duration of the project.

7. The enclosed bid sheet must be submitted as the cost proposal and must include:
   a) The cost of hardware and software component.
   b) Installation
   c) Maintenance costs
   d) An itemized list of components offered manufacturer and related product literature.

8. Formal Proposal Document (2 gray colored pages - must be signed and dated on the bottom right) Photocopies of required documents are not acceptable.

9. PL 1977 C.33 (must be completed and signed) Photocopies of required documents are not acceptable.

10. Non-collusion Statement NCS-1 (must be signed and notarized) Photocopies of required documents are not acceptable.

11. Questions regarding bidding procedures should be directed to Creighton Pfeifer at (732) 445-3002.

12. Questions regarding the technical requirements on this RFP, should be directed to Dr. Hani H. Nassif at (732) 445-4414.

13. Questions should be submitted in writing to Procurement & Contracting to the address listed below, verbal answers will not be binding.

   Creighton Pfeifer, Senior Buyer
   University Procurement & Contracting
   Rutgers, The State University of New Jersey
   56 Bevier Road
   Piscataway, NJ 08854
   E-Mail: ipfeifer@rci.rutgers.edu
VII. EVALUATION AND PROJECT AWARD

1. **Evaluation Criteria:** The following criteria will be used to evaluate all proposals received. The order in which the criteria are listed in no way indicates the importance in the evaluation process.

   a) Technical content of proposal.

   b) Comprehension of the Project by the Project Manager and Key Staff.

   c) Particular ability to perform work. (Including prior experience, appropriateness, ability and references.)

   d) Cost of the proposed work.

   e) Special innovative concepts or benefits to bring to the project.

2. **Contract Award:** Upon the review of proposals, the best proposal teams will be invited to NJDOT in Trenton to give a proposal presentation. Rutgers, The State University of New Jersey, reserves the right to reject any or all proposals and further reserves the right of judgement of which proposal(s) is in the best interest of the university. Final contract awards will be the sole responsibility of University Procurement and Contracting.
1. **PERMITS AND LICENSES:**

Permits and licenses, including filing and fees, required by public authorities having jurisdiction, shall be the responsibility of the contractor(s) on the work. Each contractor shall obtain and pay for such permits, licenses, and fees necessary for the completion of the work pertaining to this contract and making arrangements with NJDOT for the proper installation of the traffic/weather monitoring / warning system. The contractor will be responsible for providing evidence to the University of this Compliance prior to or at the time work is started.

The bidders attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same time as though herein written out in full.

2. **INDEMNIFICATION:**

The Sub-Contractor agrees to indemnify, defend and hold harmless the Rutgers University, NJDOT and the employees of the Rutgers University the NJDOT from and against all claims, suits, losses, judgements, costs, and expenses for loss of life, property damage, or bodily injury of any persons whatsoever, which claims shall arise out of, or result from, the work performed by the Sub-Contractor and from negligent acts, errors, or omissions of either the Sub-Contractor, or the agents, servants, and employees of the Sub-Contractor in the performance of the service under the Agreement.

3. **INSURANCE:**

A. The Sub-Contractor shall secure and maintain in force during and at least one (1) year after completion of the services performed, liability insurance as provided herein as follows:

1) Comprehensive General Liability policy shall be maintained as broad as the standard form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting breadth of coverage. The policy shall include endorsements of contractual liability and professional liability. Limits of liability shall not be less than $1,000,000 combined single limit per occurrence for bodily injury liability and property damage liability. **Rutgers University and the NJDOT must be named as an additional insured in this policy** such insurance shall be deemed primary.

2) Comprehensive Automobile Liability policy shall be maintained covering owned, non-owned, and hired vehicles with limits of liability of at least $1,000,000 combined single limit per occurrence for bodily injury liability and property damage liability.
3) Workers' Compensation Insurance or a program of self insurance shall be maintained applicable to the laws of the State of New Jersey and Employees' Liability Insurance with a limit not less than $5,000,000.

4) The Sub-Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect the Sub-Contractor from any liability arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the amount of $1,000,000.

B. The Sub-Contractor shall provide to the Rutgers University and the NJDOT current certificates of insurance for all coverage's and renewals thereof, which renewed certificates must contain a provision that the insurance renewal shall not be canceled except after thirty (30) day written notice to Rutgers University and the NJDOT.

4. GENERAL INFORMATION:

1) The successful supplier will be required to sign a formal Subcontract Agreement with Rutgers University. A sample copy of this subcontract agreement is enclosed.

2) The installed system is expected to function 24 hrs/day 7 days/week regardless of weather conditions.

3) Rutgers, The State University of New Jersey is tax exempt.
## Supplier Name

<table>
<thead>
<tr>
<th>Cost of hardware and software components:</th>
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<tr>
<td>Maintenance costs:</td>
<td></td>
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<tr>
<td>Installation costs:</td>
<td></td>
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<tr>
<td>Total:</td>
<td></td>
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</table>

### Warranty Period:

| Hardware and software components: |  |
| Workmanship:                     |  |
February 2, 2000

**BID NOTIFICATION**

TO:  Pat Zary, Associate Director - CAIT  
      Civil and Environmental Engineering

FROM:  Creighton Pfeifer, Senior Buyer  
        University Procurement & Contracting

RE:  Request For Proposal #9-11-03-1

Job Description:  FUEL CELL POWERED CATHODIC BRIDGE PROTECTION PROJECT

---

9 quotations were requested on the above. 1 bid were submitted.

Results are as follows:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>AMOUNT BID</th>
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<tbody>
<tr>
<td>H-POWER</td>
<td>$39,900</td>
</tr>
</tbody>
</table>

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NOTE: USING DEPARTMENTS ARE NOT PERMITTED TO AWARD THIS BID TO A SUPPLIER VERBALLY OR OTHERWISE UNLESS APPROVAL HAS BEEN OBTAINED FROM THE BUYER IN UNIVERSITY PROCUREMENT & CONTRACTING.

A copy of the bid is enclosed for your review and files. We will await your comments and/or a requisition to cover this work. A letter of justification will be required if you decide not to select the lowest qualified bidder. If you have any questions, please do not hesitate to call.

C: Michael Dunn

PC/BN - Revised 3/98
February 1, 2000

Mr. Creighton Heifer  
University Procurement and Contracting  
Rutgers, The State University of New Jersey  
56 Bevier Road  
Piscataway, New Jersey 08854-8010

Mr. Heifer:

H Power is pleased to submit this proposal (Ref # 020100-01) in response to RFP #9-11-03-1 for “Fuel Cell Powered Cathodic Bridge Protection Project.” In 1998, H Power was awarded a contract by the New Jersey Department of Transportation to retrofit sixty-five (65) variable message signs (VMS) with fuel cell systems. To date, thirty-nine (39) systems have been installed and are operational on highways throughout the State of New Jersey. Consequently, we are familiar with the environmental and roadside conditions of New Jersey, and our fuel cell system will meet all CAIT / NJDOT specifications. In addition, our location in New Jersey will allow frequent monitoring and quick service of the unit. H Power has enlisted the expertise of Corrpro Companies, Inc. to aid in the integration of the fuel cell system with the existing cathodic protection system.

The system will deliver the required power continually for a period of at least one year. Design of the proposed system will be based upon the VMS units and field experience gained from the VMS contract. Delivery of this system will be four months after the contract is awarded.

We will be happy to meet with CAIT or NJDOT to resolve any questions in our proposal, and we look forward to starting the work upon award of the contract.

Very truly yours,

Rene DuBois  
Director of Sales and Marketing
UNIVERSITY PROCUREMENT & CONTRACTING
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
56 BEVIER ROAD
PISCATAWAY, NEW JERSEY 08854-8010

REQUEST FOR PROPOSAL
THIS IS NOT AN ORDER

RETURN SIGNED PROPOSAL IN A SEALED ENVELOPE SHOW R.F.P. # ON OUTSIDE OF ENVELOPE

IN EVENT OF THIS PROPOSAL BEING ACCEPTED, A PURCHASE ORDER WILL BE SENT.

SEE REVERSE SIDE FOR TERMS & CONDITIONS

1. Power Corp.
50 Montgomery Street
Belleville, NJ 07109

DATE
2/6/99

R.F.P. WILL BE OPENED
January 12, 2000

1:30 PM

PLEASE QUOTE THE FOLLOWING F.O.B. DESTINATION

ALL QUESTIONS REGARDING THIS REQUEST TO:
EGGINTON PFEIFER/AL/32-445-3002

NOTE: ALL TAXES AS SEPARATE ITEM

CITY: POWER PLANT

NOTE: SHOW ALL TAXES AS SEPARATE ITEM

KENT CAN BE MADE IN 120 DAYS FROM RECEIPT OF ORDER

WE QUOTE YOU IN ABOVE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

SIGNATURE: RENÉ DIBIS

PHONE NUMBER: 973-450-6

GRAND TOTAL: $39,900

19
I RETURN SIGNED PROPOSAL IN A SEALED ENVELOPE SHOW R.F.P. ON OUTSIDE OF ENVELOPE IN EVENT OF THIS PROPOSAL BEING ACCEPTED, A PURCHASE ORDER WILL BE SENT.

SEE REVERSE SIDE FOR TERMS & CONDITIONS

1. Power Corp.
   0 Montgomery Street
   New Jersey 07109

DATE
2/6/99

THIS R.F.P WILL BE OPENED
January 12, 2000 1:30 PM

PLEASE QUOTE THE FOLLOWING F.O.B. DESTINATION

U.S. POWER CORP.

4. ANY EXPENSE INCURRED BY THE BIDDER IN CONNECTION WITH THIS PROPOSAL IS THE SOLE RESPONSIBILITY OF THE BIDDER.

5. IF PROPOSAL IS NOT TO B.DESTINATION, YOU MUST SHOW COST OF FREIGHT AS A SEPARATE ITEM.

UTGERS, THE STATE UNIVERSITY OF NEW JERSEY, requests formal written proposals for a Fuel Cell Cathodic Bridge Protection project for the Center for the Advanced Infrastructure & Transportation, Department of Civil and Environmental Engineering as outlined in the enclosed General Requirements Document, Primary Terms & Conditions.

PLEASE NOTE ADDITIONAL TERMS & CONDITIONS ON REVERSE SIDE OF THIS SHEET.

ALL RUTGERS UNIVERSITY TERMS AND CONDITIONS WILL BECOME PART OF ANY CONTRACT(S) AWARDED AS A RESULT OF THE REQUEST FOR BID OR PROPOSAL, WHETHER STATED IN PART, IN SUMMARY OR BY REFERENCE, IN THE EVENT THE BIDDER'S TERMS AND CONDITIONS CONFLICT WITH RUTGERS, THE RUTGERS TERMS AND CONDITIONS WILL PREVAIL, UNLESS THE BIDDER IS NOTIFIED IN WRITING OF RUTGERS ACCEPTANCE OF THE BIDDER'S TERMS AND CONDITIONS.

ANY EXPENSE INCURRED BY THE VENDOR IN CONNECTION WITH THIS PROPOSAL IS THE SOLE RESPONSIBILITY OF THE VENDOR.

READ THE ENTIRE PROPOSAL INCLUDING ALL TERMS, CONDITIONS AND SPECIFICATIONS.

PROPOSAL DOCUMENTS ARE TO BE SUBMITTED IN INK, ANY PRICE ALTERATIONS I.E. WHITEOUTS, CROSSESOUTS AND ERASURES MUST BE INITIALED OTHERWISE THE PROPOSAL WILL BE REJECTED. (SEE NUMBER 17, TERMS & CONDITIONS)

THIS (ORIGINAL LEGAL SIZE SHEET) REQUEST FOR QUOTATION FORM "MUST" BE SIGNED AT THE BOTTOM AND RETURNED WITH THE PROPOSAL SHEET(S). YOUR ENTIRE PROPOSAL WILL BE REJECTED AND DISQUALIFIED IF THIS FORM IS "NOT" SIGNED AND RETURNED ON OR BEFORE THE PROPOSAL DUE DATE AND TIME. FURTHERMORE PROPOSERS WHO WISH TO REMAIN ON OUR "QUALIFIED" BIDDERS LIST MUST ALSO SIGN AND RETURN THIS PROPOSAL FORM INDICATING REASON(S) FOR NOT SUBMITTING PROPOSALS OR PROPOSALS.

PROPOSALS SHOULD BE RETURNED IN THE ENCLOSED YELLOW ENVELOPE OR ATTACH THE YELLOW ENVELOPE TO THE OUTSIDE OF A LARGE ENVELOPE, IF NECESSARY. TELEGRAPHIC AND FACSIMILE PROPOSALS ARE NOT ACCEPTABLE. BIDDERS MUST SUBMIT SEALED PROPOSALS ONLY. ANY COMMUNICATION (SUCH AS FACSIMILE TRANSMITTALS) WHICH REVEALS THE CONTENTS OF A SEALED PROPOSAL WILL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL.

IT IS THE BIDDER'S RESPONSIBILITY TO SEE THAT THEIR PROPOSAL ARRIVES AT THE UNIVERSITY PROCUREMENT & CONTRACTING OFFICE BEFORE THE PROPOSAL OPENING DATE AND TIME.

PROPOSALS DELIVERED IN PERSON OR BY EXPRESS SERVICE SHOULD BE TO OUR ACTUAL LOCATION.

THIS LOCATION IS:

RUTGERS-THE STATE UNIVERSITY OF NEW JERSEY
UNIVERSITY PROCUREMENT AND CONTRACTING
56 BEVIER ROAD
PISCATAWAY, NEW JERSEY 08854-8010

SIGNED OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL UNLESS OTHERWISE STATED IN WRITING AND SUBMITTED WITH THE PROPOSAL. FURTHERMORE, SIGNATURE OF THE BIDDER ANNEXED THAT THIS IS A CONTRACT IMMEDIATELY UPON RECEIPT OF THE PURCHASE ORDER FROM RUTGERS UNIVERSITY FOR ANY OR ALL OF THE ITEMS, FOR THE LENGTH OF TIME INDICATED IN THE PROPOSAL. FAILURE TO ACCEPT A CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE PROPOSAL, HOLD PRICES OR MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND WILL RESULT IN SUSPENSION OR DISBARMENT FROM FURTHER BIDDING TO RUTGERS UNIVERSITY.

NOTE: SHOW ALL TAXES AS SEPARATE ITEM

GRAND TOTAL $39,900

THIS SPACE TO BE FILLED IN BY BIDDER

DATE CANNOT BE MADE IN 120 DAYS FROM RECEIPT OF ORDER

M. POWER PLANT

30 NET 30

SIGNATURE: RENEP DU Boisset

PRINT NAME AND TITLE: RENEP DU Boisset

PHONE NUMBER: 973-450-4480

20
1. PERMITS AND LICENSES:

Permits and licenses, including filing and fees, required by public authorities having jurisdiction, shall be the responsibility of the contractor(s) on the work. Each contractor shall obtain and pay for such permits, licenses, and fees necessary for the completion of the work pertaining to this contract and making arrangements with NJDOT for the proper installation of the traffic/weather monitoring/warning system. The contractor will be responsible for providing evidence to the University of this compliance prior to or at the time work is started.

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same time as though herein written out in full.

2. INDEMNIFICATION:

The Sub-contractor agrees to indemnify, defend and hold harmless the Rutgers University, NJDOT and the employees of the Rutgers University the NJDOT from and against all claims, suits, losses, judgements, costs, and expenses for loss of life, property damage, or bodily injury of any persons whatsoever, which claims shall arise out of, or result from, the work performed by the Sub-contractor and from negligent acts, errors, or omissions of either the Sub-contractor, or the agents, servants, and employees of the Sub-contractor in the performance of the service under the Agreement.

3. INSURANCE:

A. The Sub-contractor shall secure and maintain in force during and at least one (1) year after completion of the services performed, liability insurance as provided herein as follows:

1) Comprehensive General Liability policy shall be maintained as broad as the standard form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting breadth of coverage. The policy shall include endorsements of contractual liability and professional liability. Limits of liability shall not be less than $1,000,000 combined single limit per occurrence for bodily injury liability and property damage liability. Rutgers University and the NJDOT must be named as an additional insured in this policy such insurance shall be deemed primary.

2) Comprehensive Automobile Liability policy shall be maintained covering owned, non-owned, and hired vehicles with limits of liability of at least $1,000,000 combined single limit per occurrence for bodily injury liability and property damage liability.
3) Workers' Compensation Insurance or a program of self insurance shall be maintained applicable to the laws of the State of New Jersey and Employees' Liability Insurance with a limit not less than $5,000,000.

4) The Sub-Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect the Sub-Contractor from any liability arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the amount of $1,000,000.

B. The Sub-Contractor shall provide to the Rutgers University and the NJDOT current certificates of insurance for all coverage's and renewals thereof, which renewed certificates must contain a provision that the insurance renewal shall not be canceled except after thirty (30) day written notice to Rutgers University and the NJDOT.

4. GENERAL INFORMATION:

1) The successful supplier will be required to sign a formal Subcontract Agreement with Rutgers University. A sample copy of this subcontract agreement is enclosed.

2) The installed system is expected to function 24 hrs/day 7 days/week regardless of weather conditions.

3) Rutgers, The State University of New Jersey is tax exempt.
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
UNIVERSITY PROCUREMENT AND CONTRACTING
FUEL CELL POWERED CATHODIC BRIDGE PROTECTION PROJECT
BID SHEET
RFP #9-11-03-1

SUPPLIER NAME: H Power Corp.

Cost of hardware and software components:
(Attach an itemized list of components offered, manufacturers
and related product literature.)

Maintenance costs:

Installation costs:

Non Recurring Engineering & Hardware
(C Refer to Attached Cost Breakdown)

Warranty Period: N/A First Generation Prototype

Hardware and software components:

Workmanship:

Total: $39,900
1/31/00

**Cost breakdown for Cathodic Protection Proposal**

**RFP # 9-11-03-1**

<table>
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<th>U/P</th>
<th>Qty</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>Material</strong></td>
<td></td>
<td></td>
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<tr>
<td>Fuel Cell System</td>
<td>$4,050</td>
<td></td>
<td>$4,050</td>
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<tr>
<td>Hydrogen Fuel Supply</td>
<td>$1,000</td>
<td></td>
<td>$1,000</td>
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<tr>
<td>Cellular Phone connection</td>
<td>Responsibility of Rutgers/NJDOT</td>
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<td>Subtotal A</td>
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<tr>
<td><strong>Labor</strong></td>
<td>Hrs</td>
<td>$/HR</td>
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<tr>
<td>Engineering</td>
<td>240</td>
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<td>$7,200</td>
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<tr>
<td>Documentation</td>
<td>80</td>
<td>28</td>
<td>$2,240</td>
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<tr>
<td>Engrg Support &amp; Follow Up</td>
<td>540</td>
<td>30</td>
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<tr>
<td>Maintenance</td>
<td>96</td>
<td>25</td>
<td>$2,400</td>
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<td>100%</td>
<td>Subtotal B</td>
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<tr>
<td>Engrg O/H</td>
<td></td>
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<td>Subtotal C</td>
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**Corpro Corp.**

| Material |     |     |       |
| Cord2-12 channel DAQ | $3,990 |
| Variable Resistor Pack | $1,000 |
|                     |     |     | Subtotal C | $4,990 |

| Labor |     |     |       |
| System Testing | $250 |
| System Engrg and Documentation | $500 |
| Commissioning & Training | $1,545 |
|                     |     |     | Subtotal D | $2,295 |

Grand Total | $68,415 |

H Power cost share portion | $28,515 |

Rutgers Request for funding | $39,900 |
SUBCONTRACT AGREEMENT NO.
IN AGREEMENT WITH
RUTGERS, THE STATE UNIVERSITY

Subcontractor: H Power Corporation
Address: 60 Montgomery St
Belleville NJ 07109

For: Performance of certain work and services in connection with Rutgers account number: 4-2
award number:

Project Sponsor: NJDOT

Project Title:

Rutgers Project Director/Principal Investigator:

Department:

Type of Contract: Cost Reimbursement

Period of Performance: to

Maximum Allowable Price: $

Issued by: Rutgers, The State University
Office of Research and Sponsored Programs
58 Bevier Road
Piscataway, NJ 08854-8010

Invoice to: Rutgers, The State University
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<td>Exhibit C: Provisions of Prime Agreement</td>
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<td>Exhibit D: Billing Form</td>
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</table>
This Agreement is entered into by and between Rutgers, the State University of New Jersey, with principal offices in New Brunswick, New Jersey (hereinafter called "RUTGERS"), and [H Power] (hereinafter called "SUBCONTRACTOR"), and constituting a subcontract under Grant/Contract No. from the [issued to Rutgers, the State University].

WITNESSETH THAT:

SUBCONTRACTOR agrees to perform the work and services in accordance with the terms and conditions set forth in this Agreement for the consideration stated herein. Therefore, it is agreed as follows:

ARTICLE 1. SCOPE OF WORK

a) SUBCONTRACTOR shall provide the necessary personnel, equipment, facilities, and supplies to perform the work described in the Statement of Work, which is attached hereto as Exhibit A.

b) Unless specifically stated elsewhere in this Agreement, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant professions, trade, or field, and holding any licenses required by law.

ARTICLE 2. KEY PERSONNEL

a) SUBCONTRACTOR shall designate [Project Director/Principal Investigator] as its Project Director/Principal Investigator. [Project Director/Principal Investigator] shall not be removed or replaced without the prior written approval of RUTGERS. RUTGERS will be informed if Project Director/Principal Investigator is replaced.

b) RUTGERS hereby designates [Project Director/Principal Investigator] as its Project Director/Principal Investigator for this work.

ARTICLE 3. PERIOD OF PERFORMANCE

a) The period of performance under this Agreement shall begin on [date] and shall end on [date], unless extended by mutual written agreement, or terminated in accordance with the terms of this Agreement.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

a) The total amount available to SUBCONTRACTOR for performance hereunder is $ [amount] as specified in the budget, Exhibit B hereunto, which shall not be exceeded unless changed by written amendment to this Agreement.

b) SUBCONTRACTOR shall, at approximately ninety (90) day intervals following commencement of work, submit invoices to RUTGERS for payment of costs incurred during the preceding quarter. Each original invoice will present, by approved budget line item, costs for the current period being billed along with cumulative amounts billed to date according to Exhibit D. These invoices shall contain all costs incurred during the billing
period and shall be sufficiently detailed to allow RUTGERS personnel to make the required fiscal reports to the sponsor. Invoices shall be submitted to the referencing account No. 4-2. Payment of final invoice shall be withheld pending receipt and acceptance of all closeout documents, including final cost-sharing certification.

ARTICLE 5. MATCHING AND COST SHARING REQUIREMENTS

a) The subgrantee shall be required to account to the satisfaction of RUTGERS and the sponsor for matching and cost-sharing requirements of this subgrant as specified in the Request for Proposal.

ARTICLE 6. REPORTING REQUIREMENTS

a) SUBCONTRACTOR shall submit such technical reports to the RUTGERS Project Director/Principal Investigator as required by RUTGERS to meet the technical report requirements of the prime agreement. Each report shall be submitted sufficiently in advance of the report deadline to allow review and comment by the RUTGERS Project Director/Principal Investigator prior to transmittal to the funding agency.

b) All required technical/financial reports and project-related records will be maintained and made available by SUBCONTRACTOR in accordance with FAR 52.215.1, "Examination of Records by Controller General," for a period of not less than three (3) years following the submission and acceptance of the final reports.

ARTICLE 7. AUDIT

a) SUBCONTRACTOR shall maintain appropriate accounting records sufficient to properly document costs claimed as incurred in the performance of this Agreement, and shall make such records available, upon request, to authorized RUTGERS or sponsor personnel for audit purposes pursuant to FAR 52.215.2, "Audit Negotiation." Said records shall be retained and kept available by SUBCONTRACTOR for a period of not less than four (4) years after final payment by the University, or if notified of an audit and notification by RUTGERS of resolution of any exceptions resulting therefrom, whichever occurs first.

b) If any amount paid hereunder by RUTGERS is subsequently disapproved or disallowed by the sponsor or another agency, SUBCONTRACTOR shall upon demand and without litigation, promptly repay RUTGERS said disapproved or disallowed amount.

ARTICLE 8. EQUIPMENT

a) Title to equipment acquired with subcontract funds shall be vested in SUBCONTRACTOR, unless otherwise stated in Article 10, and subject to the rights of the Government, if applicable. However, unless so provided in SUBCONTRACTOR’s budget, SUBCONTRACTOR shall not acquire any items of equipment with subcontract funds unless prior written approval has been obtained from RUTGERS.

b) SUBCONTRACTOR shall be responsible for maintaining equipment and associated materials, including inventory, accountability, and disposition of equipment in accordance with RUTGERS policy, while equipment & materials is in Subcontractor possession.
ARTICLE 9. RIGHTS IN DATA AND COPYRIGHTS

a) Unless otherwise specified herein, any data developed by SUBCONTRACTOR in the performance of this Agreement shall be and remain the sole property of SUBCONTRACTOR.

b) SUBCONTRACTOR is free to copyright material developed under or in connection with this Agreement, and shall give notice to RUTGERS of any material so copyrighted.

c) RUTGERS and sponsor shall have a royalty-free, nonexclusive, world-wide and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such data and material.

ARTICLE 10. INTELLECTUAL PROPERTY

a) "Intellectual Property" shall mean patents, patent applications, and know-how.

b) Unless otherwise provided herein, all Intellectual Property relating to inventions conceived and reduced to practice solely by SUBCONTRACTOR in the performance of this Agreement shall be and remain the sole property of SUBCONTRACTOR. Intellectual Property relating to inventions conceived and reduced to practice solely by RUTGERS in the performance of this Agreement shall be and remain the sole property of RUTGERS. Intellectual Property relating to inventions conceived and reduced to practice jointly by RUTGERS and SUBCONTRACTOR in the performance of this Agreement shall be jointly owned by both parties.

c) Unless otherwise provided herein, RUTGERS shall have a royalty-free, nonexclusive, world-wide, and irrevocable right to use SUBCONTRACTOR'S Intellectual Property both for research and educational purposes, and to satisfy the requirements of the Sponsor.

ARTICLE 11. TERMINATION

a) RUTGERS may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice when it is determined that termination is in RUTGERS' best interest. SUBCONTRACTOR shall, upon receipt of notice of termination from RUTGERS, refrain from incurring any further costs under this Agreement and shall use...
its best efforts to cancel any commitments made by it prior to receipt of such notice. Such termination shall, however, not affect any commitments which, in the judgment of RUTGERS, have properly become legally binding prior to the effective date of termination and which could not reasonably have been rescinded by SUBCONTRACTOR. Any prepaid but unearned funds shall be returned to RUTGERS.

b) It is understood and agreed, however, that in the event that SUBCONTRACTOR is in default upon any of its obligations hereunder at the time of termination, RUTGERS reserves the right to pursue, in addition to termination, any other rights or remedies which RUTGERS may have against SUBCONTRACTOR, and RUTGERS may withhold any payments to SUBCONTRACTOR for the purpose of set-off until such time as the exact amount of damages may be determined.

ARTICLE 12. PROVISIONS OF PRIME AGREEMENT

All provisions contained in Exhibit C shall be binding upon the SUBCONTRACTOR and SUBCONTRACTOR hereby agrees with same.

ARTICLE 13. PUBLICITY

No publicity matter having or containing any reference to RUTGERS or in which the name of RUTGERS is mentioned shall be made use of by SUBCONTRACTOR until written approval has been obtained from RUTGERS.

ARTICLE 14. DISPUTES

Any disagreements arising out of this Agreement, or from a breach thereof, shall be submitted to arbitration, and the judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held under the procedures and rules of the American Arbitration Association. Any arbitration shall be held in Newark, New Jersey, unless mutually agreed otherwise.

ARTICLE 15. PHS ATTESTATION

If this Agreement is funded as a result of an award to RUTGERS from US Public Health Service, SUBCONTRACTOR attests that it has filed all the proper assurances/certifications in compliance with PHS Form 398. In the event that SUBCONTRACTOR cannot make such an attestation, then it agrees to be subject to the policies of RUTGERS with respect to the research being supported, and RUTGERS will send a copy of its policies to SUBCONTRACTOR upon request.

ARTICLE 16. DEBARMENT AND SUSPENSION

a) In accepting this Agreement, SUBCONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. Any change in the debarred or suspended status of SUBCONTRACTOR during the life of this Agreement must be reported immediately to RUTGERS.
SUBCONTRACTOR agrees to incorporate the Debarment and Suspension Certification into any subcontract that they may enter into as a part of this Agreement.

b) If SUBCONTRACTOR is unable to certify to any of the statements in this certification, SUBCONTRACTOR shall attach an explanation to this Agreement.

c) This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant’s responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register, pages 19160-19211. Copies of the regulations may be obtained by contacting the authorizing official of RUTGERS.

ARTICLE 17. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

a) This Agreement is subject to the requirements of Executive Order 11246 and 11375 and the rules and regulations of the Secretary of Labor (41 CFR Chapter 60) in promoting Equal Employment Opportunities.

b) SUBCONTRACTOR hereby certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained; and it will obtain a similar certification prior to award of any non-exempt subcontract approved hereunder.

ARTICLE 18. INDEMNIFICATION

All persons rendering services covered by this Agreement, on behalf of SUBCONTRACTOR, including faculty, staff, students, or other agents, shall be considered to be employees of SUBCONTRACTOR for the purpose of any state workers’ compensation laws or federal workers’ compensation statutes. SUBCONTRACTOR hereby agrees to indemnify RUTGERS against all claims or awards under such workers’ compensation laws arising out of this Agreement.

ARTICLE 19. ASSIGNMENT

This Agreement shall not be assigned in whole or in part without the prior written consent of RUTGERS.

ARTICLE 20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between RUTGERS and SUBCONTRACTOR with respect to the subject matter hereof, and supersedes and replaces any other arrangements, oral or written, between the parties hereto pertaining to this subcontract. No waiver, modification, or amendment of any of the terms and conditions hereof shall be effective unless set forth in writing duly signed by RUTGERS and SUBCONTRACTOR.
ARTICLE 21. SITUS

Regardless of place of physical execution or performance, this Agreement shall be construed according to the laws of, and deemed to have been executed in, the state of New Jersey.

IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

RUTGERS, THE STATE UNIVERSITY

Andrew B. Rudczynski, Ph.D.
Associate Vice President for Research
Policy and Administration

Date
H Power Corp.
A Company Overview

H Power Corp., founded in 1989, employs approximately 65 people at its Belleville, NJ headquarters facilities and 20 more at its Canadian affiliate, H Power Enterprises of Canada, in Ville St. Laurent, Quebec. The Company is among the leaders in the development of proton-exchange membrane (PEM) fuel cells and has taken the initiative in commercializing this technology. Our headquarters are located at:

H Power Corp.
60 Montgomery Street, Belleville, New Jersey 07109  http://www.hpower.com

Our Canadian affiliate is located at:

H Power Enterprises of Canada, Inc.
1069 Begin Street, St. Laurent, Quebec, Canada H4R 1V8  http://www.hpowercanada.com

H Power received the world's first commercial order for a sizable number of competitively-bid, non-subsidized, for-profit, field deployable PEM fuel cell systems offered with a warranty. The order was issued by the New Jersey Department of Transportation in March 1998 for back-up power in the State's entire fleet of variable-message signs. Many of these systems have been deployed, and all units under this order are delivered many months ahead of schedule.

H Power offers sub-kilowatt fuel cell systems for a variety of telecommunications and back-up power applications. These sub-kilowatt systems are suitable for many mobile applications involving light utility vehicles. They can also be used as auxiliary power units in conjunction with conventional power generating systems, e.g. onboard battery chargers in electric vehicles or motor cars.

H Power is currently building and testing stack modules in the 1-6 kW range and developing on-site cogeneration systems in the 2-3 kW range for remote and grid-connected residential applications with propane and natural gas.

H Power is, in summary:

- A leader in PEM commercialization
- Experienced in hybrid-vehicle systems, both on-road and off-road
- Highly concerned with reliable, cost-effective manufacture
- One of the world's first large-scale manufacturer of PEM fuel cell products
- A pioneer in low power (<1 kW) fuel cell

H Power is a privately held company. Among our shareholders are four major strategic investors that have provided us with additional capital infusions, as well as assistance in areas relating to their own particular expertise.

- Sofinov Société Financière D'Innovation, the technology branch of the largest Canadian pension fund, Caisse de Mpôt et Placement du Québec.
- Singapore Technologies Automotive, Ltd., part of a multi-billion dollar conglomerate, engaged in an ordnance and commercial business in Asia, with strong interests in heavy vehicles such as trucks and buses.
- Duquesne Enterprises Inc., the wholly owned investment arm of DQE, a public utility and energy services company based in Pittsburgh, Pennsylvania.
- Energy Co-opportunity of Herndon, VA. (ECO), a strategic investment partner and national energy cooperative with the role of exclusive representation of H Power's multi-kilowatt products to rural utility co-op members.
### H Power Fuel Cell Systems Product Overview

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<td></td>
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<td>28 Unreg.</td>
<td>120 Vac</td>
<td>120 Vac</td>
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<td>H x W x L (in)</td>
<td>4.2 x 7.9 x 9.4</td>
<td>9.2 x 7.2 x 11.5</td>
<td>10.9 x 14.6 x 18.8</td>
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<td>H x W x L (mm)</td>
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<td>Yes (MH)*</td>
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<tr>
<td></td>
<td>70 L H2</td>
<td>140 L H2</td>
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<td></td>
<td></td>
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</table>

* Metal Hydroxider Alloys

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H Power Corp.
60 Montgomery Street • Belleville, NJ 07109 • Phone: 973-450-4400 • Fax: 973-450-9850

H Power Enterprises of Canada, Inc.
1069 Begin Street • St. Laurent, Quebec H4R 1V8 • Phone: 514-956-8932 • Fax: 514-956-5426

For additional information, contact your local customer service representative or visit our web site at www.hpower.com
CORD3

Features:

- 8 input channels
- 1 rectifier interruption
- 8 K Data storage with battery back-up.
- Uses conventional telephone line
  No dedicated line required.
- Laptop computer connection for on site testing.
- Optional remote rectifier adjustment.
Introduction (Summary of Offering)

New Jersey DOT, Rutgers University, H Power Corp. and Corrpro Companies, Inc. propose a cooperative program to evaluate the viability of using fuel cells to power cathodic protection installations on New Jersey bridges and other similar installations. **It is proposed that fuel cells will provide an improvement in reliability for these installations and offers the additional benefit of applying corrosion protection to structures located at remote sites where power is not readily available from electric distribution networks.**

Scope of Work

Background

In New Jersey 18 bridges on I-80 and one deck on Rt. 17 near Saddle Brook have cathodic protection (CP) systems. The systems on I-80 were installed in 1988, and consist of Raychem Ferex 100 anode, Harco conductive polymer mound anode, and ELGARD 210 anode mesh. The anodes are covered with a 1.25 to 1.50 inch latex modified concrete (LMC) overlay. Some of the anode systems have performed better than others, and several of the Raychem systems have already been abandoned.

However five systems which were installed using ELGARD titanium anode mesh on the I-80 bridges continue to work well. According to a NJDOT research report dated March 1994, the ELGARD titanium mesh anode systems had the highest level of corrosion protection, the best overall performance, and the longest projected anode life (estimated at 35 to 40 years).
Unfortunately the rectifiers that control the operation of these systems have not proven to be very reliable and require routine monitoring and specialized skills to keep them operating properly. Some of the rectifier systems have already ceased to be used.

Proposed activity

H Power and Corrpro propose to retrofit one of the ELGARD systems on a bridge on I-80 with a PEM fuel cell system and hydrogen fuel supply. A local gas supplier will be contracted to provide refueling service to power the corrosion protection system for a period of one year. During this time the reliability and performance of the fuel cell system will be established and evaluated. H Power will monitor the operation of the fuel cell system and will report overall efficiency, cost of operation, and system reliability. Corrpro will evaluate the performance of the corrosion protection system while powered by the fuel cell system and report the level of performance and degree of protection applied to the bridge as compared to a standard rectifier powered system.

Site Selection

The site selected for the fuel cell retrofit is the I-80 bridge over Horseneck Road (structure no. 0726-151). An existing eight circuit rectifier provides CP current to both the eastbound (Harco mound) and westbound (ELGARD anode mesh) bridge decks. The rectifier at I-80 over Horseneck Road is located beneath the westbound structure.

This site is an excellent choice for the proposed fuel cell retrofit since it is out of the way from large volume public traffic, easily accessible for retrofit and refueling of the fuel cell system, and is located very close to H Power's offices to enhance the ease and frequency of monitoring.

Benefits

Fuel cells have been incorporated by NJDOT into Variable Message Signs (VMS). To date there have been thirty nine (39) VMS trailers that have been retrofitted with an H Power VMS50 PEM fuel cell system and are working well in the field. The technology has been identified as a key technology for future Intelligent Transportation System (ITS) applications. The H Power fuel cell systems are considered to be the state-of-the-art power supplies for remote and portable applications.
Fuel cells will not require the in-depth training of service personnel necessary to safely work on the rectifier systems. Fuel cell systems will be able to operate independently of whether the electric power distribution systems are operable or not. Power outages, which frequently occur due to adverse weather conditions, will not have an impact on the continuity of CP power delivery to the bridge.

The State of New Jersey is not presently monitoring the CP systems on a routine basis. Regular inspection and maintenance by specially trained personnel are key to the long term successful operation of these devices. Fuel cells systems do not require specially skilled personnel and because of their modular construction can easily be maintained by regular service providers.

A trial installation as described would allow the State of New Jersey to determine the performance and benefits of fuel cell power. In addition this will provide data which can be used in defining the benefits of using fuel cells in other applications.

Technical Aspects

CP System Design

A grid-powered cathodic protection system for both eastbound and westbound I-80 bridge decks over Horseneck Road is currently operational. An inspection conducted on January 29, 1998 indicated that all eight circuits were operating and providing adequate CP current to the bridge decks. The westbound CP system (using ELGARD anode mesh) will be taken off-line and retrofitted with a fuel cell system for evaluation.

The operating parameters for the ELGARD system at the time of the inspection were as follows:

<table>
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<tr>
<th>Circuit No.</th>
<th>Volts</th>
<th>Amps</th>
<th>Resistance (Ohms)</th>
<th>Ag-AgCl Ref. Cell</th>
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<tr>
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<td>2.3</td>
<td>0.7</td>
<td>3.28</td>
<td>-339 mV</td>
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</table>

Total Current: 7.0 Amps  
Total Resistance: 0.37 Ohms  
Total Watts: 19.74 Watts
As each circuit has unique current-voltage characteristics, a set of parallel rheostats will be used to control the current from the fuel cell system to each anode zone. A NEMA 4 junction box will be used to house the rheostats, and will be mounted in the same cabinet as the fuel cell system.

**Fuel Cell System Design**

The Variable Message Signal, VMS-50, Fuel Cell Power System was designed for long term usage in a roadside environment during winter months. Component environmental testing along with initial System temperature testing and actual VMS deployment show favorable results during operation at low temperature and transportation shock and vibration levels. As such, an inexpensive 50W demonstration unit can be prototyped using the VMS design and component parts. This has already been done once for a prototype fuel cell power source for a Trafcon arrow board sign. While mass and volume efficiency will not be optimized, a prototype demonstration unit can be fabricated with minimal design and other non-recurring efforts. Typically high prototype costs will also be minimized by using components already available from the VMS design.

The VMS Fuel Cell Power System is shown in Figure 1. The VMS FCPS was designed as a redundant system. This system is comprised of two fuel cell stacks including all the required auxiliary hardware for independent and failsafe operation. Incoming air baffles, fans and insulation were incorporated to assist in the thermal management of the fuel cell stacks. The system contains two controllers and other electronics required for the VMS operational scenario.

The proposed demonstration unit will utilize the VMS Box enclosure and will contain only one fuel cell stack and its required auxiliary hardware. The unit will have a controller and a DC-DC converter to regulate the output voltage. Minor design modifications will be made to centrally locate the stack and auxiliary hardware within the enclosure. A Series E Sensidyne pump will be used to provide quiet operation. Additionally, a commercially available 9V long life primary battery will be designed into the system. This battery is needed to deliver initial power to the controller, pump and solenoids. Changes in the controller algorithm and DC to DC converter scheme will be made to meet the TBD control and output requirements for the Cathodic Bridge Protection project.

**Hydrogen Subsystem Design**

The fuel cell system will operate on extra-dry grade hydrogen contained in 12 "T" sized cylinders (12-pack). Each T cylinder is 10" in diameter, 56" tall and is compressed to approximately 2400 psig. It is estimated that each 12 pack will
fuel the system for at least 4 months. A local gas supplier will be contracted to provide refueling during the 1 year period. Three refuelings are projected during the test period. A pressure transducer will be used to remotely monitor the remaining amount of fuel. H Power will coordinate refueling activities as necessary. The 12 pack must be enclosed for safety and vandalism reasons. A cement pad will be poured to support the cylinders and enclosure. This enclosure will be separated from the remaining system components.

Data Collection and Communications Design

Data collection and communications will be via a commercially available system from Corexco, Incorporated, supplied by Corrpro. A dual CORD3 system is capable of monitoring up to 12 channels and storing 2000 readings per channel. The system will monitor anode zone parameters and certain fuel cell system parameters. This system operates on 110 VAC power and will be connected to the existing AC power line. Future systems may warrant a DC powered Remote Monitoring Unit (RMU) or the incorporation of a small DC/AC inverter. It is possible that the remote monitoring system can use the existing telephone line in the rectifier for operation of the RMU modem. However, if this is not the case, a cellular telephone will be used for communication.

Tasks

1. H Power will act as Prime Contractor for the project, coordinating activities with Corrpro, a subcontracted gas supplier, NJDOT and Rutgers.
2. H Power will design and construct a fuel cell system to meet the requirements of the application including designing and constructing an enclosure for the fuel cell system and the hydrogen supply that will accommodate the year round environmental requirements of the application. Variable resistors (rheostats) will be used to control the current to each anode zone. The current will be measured using shunts installed in each anode leg.
3. H Power and Corrpro will routinely monitor the operation of the fuel cell system using a Corexco remote monitoring unit (RMU) (see attached data sheet). The Corexco system is certified to be Y2K compliant. The Corexco RMU (CORD3) will monitor the voltage and current for each anode zone, as well as hydrogen cylinder pressure, ambient temperature, stack current and voltage. It is hopeful that the remote monitoring system can use the existing telephone line in the rectifier for operation of the RMU modem. However, if this is not possible, a cellular telephone will be used for communication.
4. H Power will coordinate the refueling activities to ensure continued operation of the fuel cell system.
5. Corrpro Companies, Inc., a corrosion engineering and cathodic protection firm, would provide testing and adjustment of the cathodic protection system.
parameters. Corrpro is familiar with the cathodic protection systems in use on I-80 and was initially involved in the installation and testing of these systems.

6. Prior to the retrofit work Corrpro will conduct a depolarization test on the subject deck to determine the optimum levels of current necessary to control the corrosion of the reinforcing steel. The most commonly used criterion for cathodic protection of reinforcing steel in concrete is a polarization decay of at least 100 mV over a minimum 4-hour period. For this test Corrpro will use the existing silver-silver chloride (Ag:AgCl) reference electrodes that are embedded in the concrete deck. Since the CP system has been in operation for some period of time, it is envisioned that the current requirements to maintain cathodic protection will be somewhat lower than what the rectifier system is presently supplying.

7. Corrpro will supervise the installation of the new wiring for the retrofit and assist H Power in the energizing and adjustment of the fuel cell system to match the CP requirements.

8. H Power and Corrpro will submit written reports to Rutgers on a quarterly basis and provide a final report at the end of the one year monitoring period. These reports will document the performance of the system, power delivery, efficiency, reliability, maintenance requirements, and operating costs.

9. All components of the system (software and hardware) will be certified as Y2K compliant.
Key Personnel

Keith Miller
Product Development Supervisor

As the Product Development Supervisor at H Power, Mr. Miller is responsible for the mechanical design of Fuel Cell Systems. His duties include managing the drafting department (which provides drafting support to all H Power organizations) in addition to providing documentation and configuration management control of drawings and procedures. He also is a project engineer who designs and develops new Fuel Cell Systems. Before joining H Power, Mr. Miller worked for a major defense company for 13 years designing test equipment and packaging electronics. In this capacity, he conducted thermal, dimensional, and shock testing and analysis and vendor auditing.

Education
  B.S. in Mechanical Engineering, Pennsylvania State University, 1983
  M.S. in Manufacturing Engineering, University of Massachusetts, 1988

George Richardson
Electronics Engineering Supervisor

George Richardson is an electronics engineer with over 20 years experience in the design and troubleshooting of industrial control systems. Before joining H Power as full time Electronics Engineering Supervisor, George ran his own consulting business for 10 years, frequently doing work for H Power in the design of fuel cell controllers and hybrid electric vehicle control. George’s past design work has included automated pharmaceutical plants, electronic blood analyzers, high speed networking and imaging systems, and even microprocessor-controlled cookie makers and jelly donut fillers.

George currently manages a staff of two technicians and handles all software and hardware development for H Power fuel cell products.

List of major components, suppliers, and sub-contractors

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<td>Hydrogen Storage System</td>
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1/31/00

Cost breakdown for Cathodic Protection Proposal
RFP # 9 -11-03-1

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**Corrpro Corp.**

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<td>Subtotal D</td>
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Grand Total                   |       |     | $68,415|

H Power cost share portion     |       |     | $28,515|

Rutgers Request for funding   |       |     | $39,900|
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Figure 1
VMS FCPS
# RECTIFIER MAINTENANCE SHEET

**Project:** I-80, Section JAD & 4AY  
**Bridge Identification:** 0726-150 & 151 Construction #13 & #14

**Rectifier Model No.:** VADC 20-80-C2  
**Rectifier Serial No.:** MP-88005

**Rectifier Output:** 20 Volts DC 80 Amps DC 8 Circuits

**Anode System:** 0726-150 (Harco-"A") 0726-151 (Elgo-"C")

**Tester:** WJS (Carrpro)  
**Deck Conditions:** Dry

**Date:** 11-11-88  
**Time:** 1:00 pm  
**Ambient Temperature:** 60°F

## ZONE

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### Bridge No. 1415-155/156 (#9 & #10)

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| AFTER DECAY TEST | | | | | | | | | | |
| Voltage (V) | 3.1 | 1.6 | | | | | | | | |
| Current (A) | 3.9 | 3.3 | | | | | | | | |

### Bridge No. 1415-157/158 (#11 & #12)

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<td>481</td>
<td>352</td>
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<td>617</td>
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<td>282</td>
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<td>162</td>
<td>354</td>
<td>491</td>
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| AFTER DECAY TEST | | | | | | | | | | |
| Voltage (V) | 2.3 | 2.3 | 3.2 | 4.0 | 3.7 | 3.6 | 4.0 | 4.2 | 4.0 | 4.1 |
| Current (A) | 4.2 | 4.5 | 4.1 | 5.6 | 3.4 | 2.9 | 3.0 | 3.3 | 2.8 | 2.6 |

### Bridge No. 0726-150/151 (#13 & #14)

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<td><strong>Potential (mV)</strong></td>
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<td>473</td>
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<td>255</td>
<td>389</td>
<td>365</td>
<td>178</td>
<td>183</td>
<td>214</td>
<td>205</td>
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<td>4 hr Decay (mV)</td>
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<td>171</td>
<td>192</td>
<td>263</td>
<td>230</td>
<td>243</td>
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| AFTER DECAY TEST | | | | | | | | | | |
| Voltage (V) | 2.6 | 3.9 | 4.3 | 2.9 | 1.4 | 1.7 | 1.8 | 1.6 | | |
| Current (A) | 1.1 | 4.4 | 4.5 | 1.6 | 1.0 | 3.0 | 3.6 | 1.0 | | |

### Bridge No. 0726-150/151 (#13 & #14)
# Post Installation Testing and Adjusting

## Project: 1-80, Section 3A0 & 4AY

### Bridge Identification
- 0726-150 & 151 Construction #13 & #14

### Anode System
- 0726-150 (Bank - "A"), 0726-151 (Bank - "C")

## Date: 9-12-88  Time: 4:30 pm  Ambient Temperature: 78°F

### Tester(s)
- WJS (Corropro)

### Deck Condition
- Dry

### Remarks
- Ckts #1-#4 for bridge 0726-150 (#13)
- Ckts #5-#8 for bridge 0726-151 (#14)
- Re-test 9-16-88, 9-21-88 Zone 2, Reference Cell #1, bad

## No Power-Static Condition Data

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<th>ZONE</th>
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<th>7</th>
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<td>1100</td>
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## Power - Initial Start Up Data - Set in Current Control

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* Potential Measurements with portable meter negative terminal to structure (negative or ground)
Table 6. Final Adjustment for Constant Current Control (continued)

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<th>Current (A)</th>
<th>Current Density (ma/ft²)</th>
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<td>1415-155/156(9&amp;10)</td>
<td>C</td>
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<td>2.8</td>
<td>0.7</td>
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<td>1415-157/158(11&amp;12)</td>
<td>C</td>
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<td>1.0</td>
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<tr>
<td>1415-157/158(11&amp;12)</td>
<td>C</td>
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<td>4.3</td>
<td>1.1</td>
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<tr>
<td>1415-157/158(11&amp;12)</td>
<td>C</td>
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<td>1.0</td>
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<tr>
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<td>0.5</td>
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<tr>
<td>0726-150/151(13&amp;14)</td>
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<tr>
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