

1 **CONTRACT FOR CONSULTING SERVICES**
 2 **BETWEEN THE CITY OF LONG BEACH AND**

3 **RYPOS, INC.**
 4 **4733 TORRANCE BOULEVARD, SUITE 222**
 5 **TORRANCE, CALIFORNIA 90803**
 6 **TELEPHONE NO. (949) 395-4190**
 7 **FAX NO. (949) 706-1158**

8 **THIS CONTRACT** is made and entered into, in duplicate, as of the date
 9 executed by the Executive Director of the Long Beach Harbor Department ("Executive
 10 Director"), by and between the CITY OF LONG BEACH, a municipal corporation, acting
 11 by and through its Board of Harbor Commissioners ("City"), pursuant to authority granted
 12 by said Board at its meeting of September 13, 2010; and RYPOS, INC., a
 13 Massachusetts corporation ("Consultant").

14 1. This contract is made with reference to the following facts and
 15 objectives:

16 1.1 City has the need for demonstration of an advanced diesel
 17 emission control system of cargo handling equipment.

18 1.2 Consultant represents that it has in its employ experienced
 19 personnel who are qualified to render these services.

20 1.3 City wishes to employ Consultant upon the following terms
 21 and conditions to render such services as City shall request.

22 1.4 City expects to receive partial reimbursement from the City of
 23 Los Angeles in connection with the amounts paid to Consultant hereunder.

24 2. Consultant shall provide, in accordance with generally accepted
 25 professional and technical standards currently in effect, such services within the scope of
 26 work as may be requested in writing by City's Director of Environmental Planning (the
 27 "Director"). The anticipated scope of work is set forth in Exhibit A attached hereto and
 28 incorporated by this reference.

3 3. The term of this contract shall commence upon execution by the

1 Executive Director and, subject to the provisions of paragraph 8, shall terminate one year
2 later.

3 4. Charges made by Consultant for such services shall be based on
4 Exhibit A.

5 5. Consultant shall submit a separate statement not later than the tenth
6 day of each month for each project upon which services have been performed during the
7 immediately preceding month, referring in each of said statements to the charge point for
8 such project previously furnished by the Director and detailing the services performed
9 and expenses, if any, incurred. All payments to Consultant shall be made by City in due
10 course, not to exceed thirty (30) days, after approval of invoice by the Director.

11 6. The total amount which shall be payable by City to Consultant for
12 Consultant's services on all projects during the term of this contract shall not exceed
13 **\$129,336.84.**

14 7. All designs, sketches, drawings, specifications, data and other
15 information, in whatever form or medium, compiled or prepared by Consultant in
16 performing its services or furnished to Consultant by City shall be the property of City and
17 City shall have the unrestricted right to use or disseminate same without payment of
18 further compensation to Consultant. Copies of Consultant's work product may be
19 retained by Consultant for its own records. City acknowledges that Consultant owns and
20 retains ownership of all intellectual property rights associated with any designs, sketches,
21 drawings, specifications, data and other information that existed prior to the existence of
22 this agreement and may be provided to City as a result of this contract.

23 8. City shall have the right to terminate this contract at any time upon
24 ten (10) days' written notice to Consultant. If this contract is so terminated prior to the
25 expiration of the term, Consultant shall be paid for those charges which have accrued but
26 not been paid through the effective date of termination. Consultant agrees to accept
27 such amount, plus all amounts previously paid, as full payment and satisfaction of all
28 obligations of City to Consultant.

1 9. Neither City nor any of its employees shall have any control over the
2 conduct of Consultant, or employees of Consultant, except as herein set forth, and
3 Consultant and employees of Consultant shall not, at any time or in any manner,
4 represent that Consultant or employees of Consultant, or any of them, are the officers,
5 agents, or employees of City. It is expressly understood and agreed that Consultant is,
6 and shall at all times remain, as to City a wholly independent contractor, and each party's
7 obligations to the other party are solely such as are set forth in this contract. Consultant
8 shall be free to contract for similar services to be performed for others during this
9 contract.

10 10. Consultant agrees, subject to applicable laws, rules, and regulations,
11 not to discriminate in the performance of this contract against any employee or applicant
12 for employment on the basis of race, color, national origin, religion, sex, sexual
13 orientation, gender identity, AIDS, HIV status, age, disability, handicap, or veteran status.
14 Consultant shall ensure that applicants are employed and that employees are treated
15 during employment without regard to any of these bases, including but not limited to
16 employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff,
17 termination, rates of pay or other forms of compensation, and selection for training,
18 including apprenticeship. Consultant agrees to post in conspicuous places available to
19 employees and applicants for employment notices to be provided by City setting out the
20 provisions of this nondiscrimination clause. Consultant shall in all solicitations or
21 advertisements for employees state that all qualified applicants will receive consideration
22 for employment without regard to these bases. Compliance with the Americans with
23 Disabilities Act of 1990 shall be the sole responsibility of Consultant, and Consultant shall
24 defend and hold the City harmless from any expense or liability arising from Consultant's
25 non-compliance therewith.

26 11. Any notices to be given under this contract shall be given in writing.
27 Such notices may be served by personal delivery, facsimile transmission or by first class
28 regular mail, postage prepaid. Any such notice, when served by mail, shall be effective

1 two (2) calendar days after the date of mailing of the same, and when served by facsimile
2 transmission or personal delivery shall be effective upon receipt. For the purposes
3 hereof, the address of City, and the proper person to receive any such notices on its
4 behalf, is: Executive Director, Long Beach Harbor Department, P.O. Box 570, Long
5 Beach, California 90801, FAX number (562) 901-1733; and the address and FAX number
6 of Consultant as indicated above.

7 12. This contract contemplates the personal services of Consultant and
8 its employees, and it is recognized by the parties hereto that a substantial inducement to
9 City for entering into this contract was, and is, the professional reputation and
10 competence of Consultant and its employees and any change in personnel employed on
11 City projects shall be approved in advance by the Director. Neither this contract nor any
12 interest therein may be assigned or delegated by Consultant except upon the prior written
13 consent of the Executive Director. Any attempted assignment or delegation without such
14 consent shall be void, and any assignee or delegate shall acquire no right or interest by
15 reason of such attempted assignment or delegation. Nothing herein shall prevent
16 Consultant from employing or hiring as many employees as Consultant may deem
17 necessary for the proper and efficient execution of this contract.

18 13. Consultant covenants that both itself, in its corporate capacity, and
19 its principals presently have no interest and shall not acquire any interest, direct or
20 indirect, which would conflict in any manner or degree with the performance of services
21 required to be performed under this contract.

22 14. Consultant shall indemnify, hold, protect and save harmless the
23 Cities of Long Beach and Los Angeles, their Board of Harbor Commissioners, and their
24 officials, commissioners, employees, and agents ("Indemnified Parties") from and against
25 any and all actions, suits, proceedings, claims, demands, damages, losses, liens, costs,
26 expenses or liabilities, of any kind or nature whatsoever ("Claims") which arise out of,
27 pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its
28 officers, employees, subcontractors or agents. Independent of the duty to indemnify and

1 as a free-standing duty on the part of Consultant, Consultant shall defend the Indemnified
2 Parties from and against any and all Claims which arise out of, pertain to, or relate to
3 Consultant's work under this contract, and Consultant shall continue the defense until
4 such Claim is resolved, whether by settlement, judgment or otherwise. City shall notify
5 Consultant of any such Claim, shall tender its defense to Consultant, and assist
6 Consultant, as may be reasonably requested, in such defense. Consultant shall provide
7 such defense immediately upon notification and tender to Consultant of a Claim. If a
8 court of competent jurisdiction determines that a Claim was caused in part by Indemnified
9 Parties, Consultant's costs of indemnity and defense shall be reduced by the percentage
10 of negligence, recklessness or willful misconduct attributed by the court to the
11 Indemnified Parties. Payment of a Claim shall not be a condition precedent to an
12 Indemnified Party's right to indemnity, or to an Indemnified Party's right to defense.

13 15. As a condition precedent to the effectiveness of this contract;
14 Consultant shall procure and maintain in full force and effect during the term of this
15 contract the following types and levels of insurance:

16 (a) Commercial General Liability Insurance which affords
17 coverage at least as broad as Insurance Services Office "occurrence" form
18 CG 00 01 with minimum limits of at least \$1,000,000 per occurrence, and if written
19 with an aggregate, the aggregate shall be double the per occurrence limit. The
20 policy shall contain no provisions or endorsements limiting coverage for (1)
21 products - completed operations; (2) contractual liability; (3) independent
22 contractors; (4) third party action over claims; (5) explosion, collapse or
23 underground hazard (XCU); and (6) defense costs shall be excess limits.

24 (b) Automobile Liability Insurance with coverage at least as broad
25 as Insurance Service Office Form CA 0001 covering scheduled, hired, and non-
26 owned autos with minimum limits of \$1,000,000 each accident.

27 (c) Workers' Compensation Insurance, as required by the State
28 of California and Employer's Liability Insurance with a limit of not less than

1 \$1,000,000 per accident for bodily injury and disease, and any required coverage
2 under the U.S. Longshoremen's and Harbor Workers' Act, Federal Employers
3 Liability Act, and Jones Act for employees performing services covered by these
4 Acts.

5 (d) Contractor's Pollution Liability Insurance covering all of
6 Consultant's operations, including onsite and offsite for bodily injury (including
7 death and mental anguish), property damage, defense costs and cleanup costs
8 with minimum limits of \$1,000,000 per loss and \$1,000,000 total all losses.

9 Insurance policies will not be in compliance if they include any limiting
10 endorsement that has not been approved in writing by City.

11 The policy or policies of insurance for Commercial General Liability,
12 Automobile Liability, and Contractor's Pollution Liability shall contain the following
13 provisions or be endorsed to provide the following:

14 (1) The Indemnified Parties shall be additional insureds with
15 regard to liability and defense of suits or claims arising out of the
16 performance of the Contract. Additional insured endorsements shall not:

- 17 i. Be limited to ongoing operations;
- 18 ii. Exclude contractual liability;
- 19 iii. Restrict coverage to the sole liability of Consultant;
- 20 iv. Contain any other exclusion contrary to the contract.

21 (2) This insurance shall be primary and any other insurance,
22 deductible, or self-insurance maintained by the Indemnified Parties shall not
23 contribute with this primary insurance.

24 (3) The policy shall not be canceled or the coverage reduced until
25 a thirty (30) day written notice of cancellation has been served upon the
26 Executive Director of the Harbor Department except notice of ten (10) days
27 shall be allowed for non-payment of premium.

28 The policy or policies of insurance for Workers' Compensation shall be

1 endorsed, as follows:

2 (1) A waiver of subrogation stating that the insurer waives all
3 rights of subrogation against the Indemnified Parties.

4 (2) The policy or policies shall not be canceled or the coverage
5 reduced until a thirty (30) day written notice of cancellation has been served
6 upon the Executive Director of the Harbor except notice of ten (10) days
7 shall be allowed for non-payment of premium.

8 Any deductible or self-insured retention must be approved in writing by the
9 Executive Director and shall protect the Indemnified Parties in the same manner and to
10 the same extent as they would have been protected had the policy or policies not
11 contained a deductible or self-insured retention.

12 Consultant shall deliver either certified copies of the required policies or
13 endorsements on forms approved by the City ("evidence of insurance") to the Executive
14 Director for approval as to sufficiency and as to form. At least fifteen (15) days prior to
15 the expiration of any such policy, evidence of insurance showing that such insurance
16 coverage has been renewed or extended shall be filed with the Executive Director. If
17 such coverage is canceled or reduced, Consultant shall, within ten (10) days after receipt
18 of written notice of such cancellation or reduction of coverage, file with the Executive
19 Director evidence of insurance showing that the required insurance has been reinstated
20 or has been provided through another insurance company or companies.

21 The coverage provided shall apply to the obligations assumed by the
22 Consultant under the indemnity provisions of this contract but this insurance provision in
23 no way limits the indemnity provisions and the indemnity provisions in no way limit this
24 insurance provision.

25 Consultant agrees to suspend and cease all operations hereunder during
26 such period of time as the required insurance coverage is not in effect and evidence of
27 insurance has not been approved by City. City has the right to withhold all payments due
28 Consultant until Consultant has complied fully with this insurance provision.

1 Each such policy shall be from a company or companies with a current A.M.
2 Best's rating of no less than A:VII and authorized to do business in the State of California,
3 or otherwise allowed to place insurance through surplus line brokers under applicable
4 provisions of the California Insurance Code or any federal law.

5 If coverage is written on a claims-made basis, the retroactive date on such
6 insurance and all subsequent insurance shall coincide with or precede the effective date
7 of the contract and continuous coverage shall be maintained or Consultant shall obtain
8 and submit an extended reporting period endorsement of at least three (3) years from
9 termination or expiration of this contract. Upon expiration or termination of coverage of
10 required insurance, Consultant shall procure and submit to City evidence of "tail"
11 coverage or an extended reporting period endorsement of at least three (3) years from
12 termination or expiration of this contract.

13 16. Consultant shall obtain and maintain any necessary licenses and
14 permits required under Title 3 and Title 5 of the Long Beach Municipal Code. City may
15 withhold any payment to Consultant until Consultant comes into compliance with such
16 licensing and permitting requirements.

17 17. This contract shall be deemed made in the State of California and
18 shall be governed by the laws of said State (except those provisions of California law
19 dealing with conflicts of law), both as to interpretation and performance.

20 18. In the event of any conflict or ambiguity between this written
21 agreement and any exhibit hereto, the provisions of this agreement shall govern.

22 19. If there is any legal proceeding between the parties to enforce or
23 interpret this contract or to protect or establish any rights or remedies hereunder, the
24 prevailing party shall be entitled to its costs and expenses, including reasonable
25 attorneys' fees.

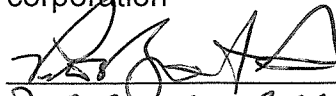
26 20. This contract shall not be amended, nor any provision or breach
27 hereof waived, except in writing signed by the parties which expressly refers to this
28 contract.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

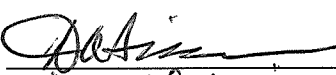
1 21. This contract, including all exhibits, constitutes the entire
2 understanding between the parties and supersedes all other agreements, oral or written,
3 with respect to the subject matter herein.

4
5 RYPOS, INC., a Massachusetts
corporation

6 8/19, 2010

By: 
Name: PETER C. BRANSFIELD
Title: CEO

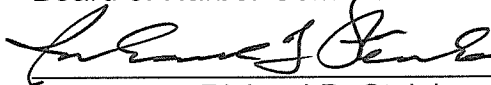
8 8/19, 2010

By: 
Name: Donald A. Simoneau
Title: CFO

11 CONSULTANT

12 CITY OF LONG BEACH, a municipal
13 corporation, acting by and through its
Board of Harbor Commissioners

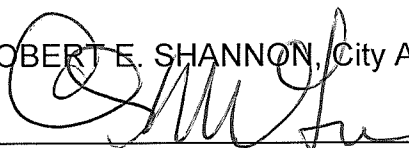
14 12-20, 2010

By: 
Richard D. Steinke
Executive Director
Long Beach Harbor Department

17 CITY

18 The foregoing document is hereby approved as to form.

20 9-20, 2010

19 ROBERT E. SHANNON, City Attorney
By: 
Charles M. Gale, Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of ~~California~~ MA
 County of Worcester }
 On Aug 19, 2010 before me, Kathleen Ann McLeish
Date Here Insert Name and Title of the Officer
 personally appeared Donald Simoneau
Name(s) of Signer(s)

KATHLEEN ANN McLEISH
 NOTARY PUBLIC
 Commonwealth of Massachusetts
 My Commission Expires July 7, 2011

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: _____

RIGHT THUMBPRINT OF SIGNER?
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RIGHT THUMBPRINT OF SIGNER?
 Top of thumb here

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of ~~California~~ MA
 County of Worcester }
 On Aug 19, 2010 before me, Kathleen Ann McLeish
Date Here Insert Name and Title of the Officer
 personally appeared Peter Brantfield
Name(s) of Signer(s)

KATHLEEN ANN McLEISH
 NOTARY PUBLIC
 Commonwealth of Massachusetts
 My Commission Expires July 7, 2011

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: _____

Attorney in Fact Trustee Guardian or Conservator Other: _____

Trustee Guardian or Conservator Other: _____

Guardian or Conservator Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER?
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RIGHT THUMBPRINT OF SIGNER?
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SECTION 1: CONTACT INFORMATION & FUNDING REQUEST SUMMARY:

Business Name	Rypos, Inc.		
Address	4733 Torrance Blvd #222		
City	Torrance		
State	California	Zip	90503
Phone	(949) 395-4190	Fax	(949) 706-1158
Contact	Peter Ellison	Title	West Coast Regional Sales Mgr.
E-mail Address	pre@rypos.com		

Project Funding Request Summary:

TAP Funding Amount (POLB):	\$64,668.42
TAP Funding Amount (POLA):	\$64,668.42
Rypos/Vendor Co-Funding Applied to Project:	<u>\$192,803.16</u>
Total Project Cost:	\$322,140.00

SECTION 2: PROJECT DESCRIPTION

This project is intended to demonstrate the effectiveness of an advanced diesel emission control system on cargo handling equipment operating at the Ports. The Rypos HDPF/C is an active-regeneration diesel particulate/diesel oxidation catalyst that is expected to reduce total particulate matter emissions by greater than 85%.

The HDPF/C incorporates a microprocessor controlled electric heating element to burn off accumulated diesel particulate matter captured by the filter. A diesel oxidation catalyst attached to the outlet of the particulate filter is used to remove the soluble organic fraction of particulate matter while also significantly reducing hydrocarbon, carbon monoxide, and nitrogen dioxide emissions. Regeneration of the HDPF/C occurs automatically during cargo handling equipment operations and does not require additional actions on behalf of the equipment operator.

The objectives and criteria of the Rypos HDPF/C Demonstration Program are as follows:

- a. To successfully demonstrate the Rypos HDPF/C on a broad range of container handling equipment, including rubber tired gantry cranes, top and side handler mobile lifts
- b. To document 85% or greater reduction in cargo handling equipment emissions of total particulate matter (TPM), CO, NO₂, as well as reductions in other pollutants under typical cargo handling equipment operating conditions;

Upon successful demonstration of the above objectives, Rypos will seek and obtain Level 3 verification for the HDPF/C from the California Air Resources Board (CARB) for a broad range

of cargo handling equipment applications; however, the ports will accept any appropriate verification level received as appropriate from CARB.

SECTION 3: STATEMENT OF WORK

The statement of work (SOW) includes all tasks associated with equipment selection, HDPF/C installation, device monitoring, all necessary maintenance during the demonstration phase, and emissions testing. An Emissions Testing Report will be prepared documenting the test protocols, procedures, and results.

Specific tasks to be conducted under this demonstration project are as follows:

- 1a. **HDPF/C Demonstration at ITS Terminal – Port of Long Beach:** RYPOS shall install, monitor, and maintain a HDPF/C diesel particulate filtration system, model RH406-L-C, on a model year 2004 Mitsui/Paceco rubber tired gantry crane (RTG) at the ITS terminal facility at the Port of Long Beach.
- 1b. **HDPF/C Demonstration at STS Terminal – Port of Los Angeles:** RYPOS shall install, monitor, and maintain three (3) HDPF/C diesel particulate filtration systems at STS Terminal located at the Port of Los Angeles. One (1) RH408-EL-C HDPF/C system shall be installed on a 2003 Mitsui/Paceco RTG, (1) RH310-M-C HDPF/C system shall be installed on a top handler lift truck; and one (1) RH310-M-C HDPF/C system shall be installed on a side handler lift truck.
2. **Inspection, Maintenance, & Upgrade of Filters Installed at STS Terminal – Port of Los Angeles:** RYPOS shall remove, inspect, and upgrade the HDPF/C diesel particulate filtration systems installed on the top and side handler lifts demonstrated under Task 1b at the STS Terminal at the Port of Los Angeles. Following inspection, repair, and upgrading, the RH408-L-C HDPF/C and RH310-M-C HDPF/C diesel particulate filtration systems shall be reinstalled at the STS Terminal at the Port of Los Angeles.
- 3a. **Emissions Testing of RH406-L-C HDPF/C for ITS Terminal – Port of Long Beach:** RYPOS shall perform emissions testing on the RH406-L-C HDPF/C diesel particulate filtration system installed in Task 1. Emissions testing will be conducted by a CARB approved test facility, acting in the capacity of subcontractor to RYPOS. The test facility will conduct emissions testing in accordance with CARB Verification Protocols as delineated in Section 2703, Emissions Testing Requirements, of the California Code of Regulations Title 13. At the conclusion of emissions testing, the RH406-L-C HDPF/C diesel particulate filtration system shall undergo inspection, repair, and upgrading of the filter cartridges. Following inspection, repair, and upgrading, the RH406-L-C HDPF/C diesel particulate filtration system shall be reinstalled at ITS Terminal at the Port of Long Beach.

- 3b. **Emissions Testing of RH310-M-C HDPF/C for STS Terminal – Port of Los Angeles:** RYPOS shall perform emissions testing on the RH310-M-C HDPF/C diesel particulate filtration system installed in Task 2. Emissions testing will be conducted by a CARB approved test facility as a subcontractor to Rypos. The test facility will conduct emissions testing in accordance with CARB Verification Protocols as delineated in Section 2703, Emissions Testing Requirements, of the California Code of Regulations Title 13. Upon completion of this task, the ports will remit payment to also include the emissions testing performed for the RH406-L-C in Task 3.
- 4. **Documentation & Reporting:** RYPOS shall prepare an Emissions Testing Report documenting all emissions testing protocols, procedures, and emission testing results. The Emissions Testing Report shall be submitted to both the Port of Long Beach and Port of Los Angeles.
- 5. **California Air Resources Board Verification:** RYPOS shall seek and obtain Level 3 CARB verification for the HDPF/C diesel particulate filtration system; however, the ports will accept any appropriate verification level received as appropriate from CARB. Rypos shall provide the Port of Long Beach and Port of Los Angeles a copy of the CARB letter of verification and/or CARB Executive Order confirming appropriate level of particulate matter reduction as well as the applicability of the HDPF/C diesel particulate filtration system’s applicability to container handling equipment operated at the ports, including but not necessarily limited to rubber tired gantry cranes and container lift trucks.

SECTION 4: PROJECT SCHEDULE

The following is the anticipated project schedule for the HDPF/C Demonstration & Emissions Testing Project. The following is the current project schedule, including identification of key project milestones:

PROJECT MILESTONE	COMPLETION
Task 1a: HDPF/C Demonstration at ITS Terminal – POLB	August 2010
Task 1b: HDPF/C Demonstration at STS Terminal – POLA	
Task 2: Maintenance, & Upgrade of Filters at STS Terminal	August 2010
Task 3a: Emissions Testing of RH406-L-C HDPF/C for ITS Terminal – POLB	September 2010
Task 3b: Emissions Testing of RH310-M-C HDPF/C for STS Terminal – POLA	
Task 4: Documentation & Reporting	November 2010
Task 5: Receipt of CARB Verification	December 2010

SECTION 5: PROJECT COST

The following is the estimated costs for conducting the Rypos Technology Demonstration & Emissions Testing Project. All costs shown include necessary taxes.

	Cost
Task 1a: HDPF/C Demonstration at ITS Terminal – POLB	\$144,340.00
Task 1b: HDPF/C Demonstration at STS Terminal – POLA	
Task 2: Maintenance, & Upgrade of Filters at STS Terminal	\$16,600.00
Task 3a: Emissions Testing of RH406-L-C HDPF/C	\$158,500.00
Task 3b: Emissions Testing of RH310-M-C HDPF/C	
Task 4: Documentation & Reporting	\$2,700.00
Task 5: Receipt of CARB Verification	
Total Costs	\$322,140.00

SECTION 6: PAYMENT SCHEDULE

The ports will provide TAP funds to cover approximately 82% of the total cost for emissions testing. The expenditure of TAP funding shall be made in accordance with successful completion of the following Statement of Work milestones (where the combined ports' TAP contract value is \$129,336.84):

PROJECT MILESTONE	MILESTONE VERIFICATION	AMOUNT PAID
Task 3: Completion of Emissions Testing	Completion of emissions testing to be verified by Port staff at time of invoice submittal.	50% of TAP contract value not to exceed \$64,668.42
Task 4: Submittal of Emissions Testing Report	Emissions Testing Report to be reviewed for completeness by Port staff at time of report submittal.	25% of TAP contract value not to exceed \$32,334.21
Task 5: Receipt of CARB Verification	Milestone completed upon receipt by Port staff of CARB Letter of Verification and/or CARB Executive Order	25% of TAP contract value not to exceed \$32,334.21