

Members of the Board

Charlene Haught Johnson, Chair
Anthony J. Intintoli, Jr., Vice Chair
Gerald Bellows
Beverly Johnson
John O'Rourke

**MEETING AGENDA FOR THE
WETA BOARD OF DIRECTORS**

**CONSTRUCTION OF SOUTH SAN FRANCISCO
FERRY TERMINAL SITE VISIT**

Thursday, July 14, 2011 at 11:00 A.M.

WETA Ferry Terminal

901 Marina Bl
South San Francisco

BOARD OF DIRECTORS' MEETING

Thursday, July 14, 2011 at 1:00 P.M.

San Francisco Bay Area

Water Emergency Transportation Authority

9 Pier, Suite 111
San Francisco

The full agenda packet is available for download at www.watertransit.org.

AGENDA

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please contact the Board Secretary at least five (5) working days prior to the meeting to ensure availability.

PUBLIC COMMENTS The Water Emergency Transportation Authority welcomes comments from the public. Speakers' cards and a sign-up sheet are available. Please forward completed speaker cards and any reports/handouts to the Board Secretary.

Non-Agenda Items: A 15 minute period of public comment for non-agenda items will be held at the end of the meeting. Please indicate on your speaker card that you wish to speak on a non-agenda item. No action can be taken on any matter raised during the public comment period. Speakers will be allotted no more than three (3) minutes to speak and will be heard in the order of sign-up.

Agenda Items: Speakers on individual agenda items will be called in order of sign-up after the discussion of each agenda item and will be allotted no more than three (3) minutes to speak. You are encouraged to submit public comments in writing to be distributed to all Directors.

The Board will conduct a site visit at the new ferry terminal currently under construction in South San Francisco followed by the regularly scheduled Board of Directors' meeting in San Francisco. Members of the public who plan to attend the site visit need to make their own travel arrangements. Because certain areas of the site are within an active construction site, public access may be limited. Please note that the regular Board meeting will commence at WETA's offices shortly after the site visit. Please see location and schedule above.

**Water Emergency Transportation Authority
July 14, 2011 Meeting of the Board of Directors**

1. SITE VISIT FOR THE CONSTRUCTION OF THE WETA SOUTH SAN FRANCISCO FERRY TERMINAL (Location: South San Francisco) **Information**

2. CALL TO ORDER – BOARD CHAIR (Location: San Francisco) **Information**

3. ROLL CALL/PLEDGE OF ALLEGIANCE **Information**

4. REPORT OF BOARD CHAIR **Information**

5. REPORTS OF DIRECTORS **Information**

6. REPORTS OF STAFF **Information**
 - a. Executive Director's Report
 - b. Legislative Update

7. CONSENT CALENDAR **Action**
 - a. Minutes June 2, 2011
 - b. Authorize Execution of a Pass-Through Agreement with the City of Vallejo to Provide Federal Transit Administration and Regional Measure 1 Funds to Support the Vallejo Dredging Project

8. AUTHORIZE RELEASE OF A REQUEST FOR PROPOSALS (RFP) FOR CLAY STREET OAKLAND PASSENGER FLOAT REPLACEMENT **Action**

9. AUTHORIZE RELEASE OF A REQUEST FOR PROPOSALS (RFP) FOR BAY BREEZE VESSEL REFURBISHMENT **Action**

10. AUTHORIZE RELEASE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR BAY BREEZE VESSEL REFURBISHMENT CONSTRUCTION MANAGEMENT SERVICES **Action**

11. APPROVE SYSTEM OPERATING NAME AND LOGO AND AMENDMENT WITH THE M-LINE FOR ADDITIONAL SERVICES **Action**

12. OPEN TIME FOR PUBLIC COMMENTS FOR NON-AGENDA ITEMS

13. RECESS INTO CLOSED SESSION
 - a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS **Action
To Be Determined**

Property: City of Berkeley ferry terminal related property
Agency Negotiators: Nina Rannells and John Sindzinski, San Francisco
Bay Area Water Emergency Transportation Authority
Negotiating Parties: City of Berkeley
Under Negotiation: Terms and conditions to the cooperative agreement/lease with the City of Berkeley for Berkeley service

 - b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS **Action
To Be Determined**

Property: City of Vallejo ferry terminal related property/assets
Agency Negotiators: Nina Rannells, San Francisco
Bay Area Water Emergency Transportation Authority
Negotiating Parties: City of Vallejo
Under Negotiation: Terms and conditions to the transfer of

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property/assets with the City of Vallejo for the Vallejo Baylink Service

14. REPORT OF ACTIVITY IN CLOSED SESSION

Chair will report any action taken in closed session that is subject to reporting at this time. Action may be taken on matters discussed in closed session.

***Action
To Be Determined***

ADJOURNMENT

Water Emergency Transportation Authority (WETA) meetings are wheelchair accessible. Upon request WETA will provide written agenda materials in appropriate alternative formats to individuals with disabilities. Please send a written request to contactus@watertransit.org or call (415) 291-3377 at least five (5) days before the meeting.

Participation in a meeting may be available at one or more locations remote from the primary location of the meeting. See the header of this Agenda for possible teleconference locations. In such event, the teleconference location or locations will be fully accessible to members of the public. Members of the public who attend the meeting at a teleconference location will be able to hear the meeting and testify in accordance with applicable law and WETA policies.

Under Cal. Gov't. Code sec. 84308, Directors are reminded that they must disclose on the record of the proceeding any contributions received from any party or participant in the proceeding in the amount of more than \$250 within the preceding 12 months. Further, no Director shall make, participate in making, or in any way attempt to influence the decision in the proceeding if the Director has willfully or knowingly received a contribution in an amount of more than \$250 within the preceding 12 months from a party or such party's agent, or from any participant or his or her agent, provided, however, that the Director knows or has reason to know that the participant has a financial interest in the decision. For further information, Directors are referred to Government Code section 84308 and to applicable regulations.

M E M O R A N D U M

TO: WETA Board Members
FROM: Nina Rannells, Executive Director
DATE: July 14, 2011
RE: Executive Director's Report

PROJECT UPDATES

Service Transition Implementation – The Transition Plan guides the consolidation of the Vallejo, Alameda/Oakland and Harbor Bay ferry services under WETA, and presents a five year financial outlook of WETA operating and expansion activities. The WETA Board of Directors adopted the final Transition Plan on June 18, 2009, in compliance with Senate Bills 976 and 1093 requirements.

All escrow requirements for the Alameda Transition were completed in April and the Alameda services were transferred to WETA on April 29, 2011. On March 8, the Vallejo City Council unanimously approved the terms and conditions for the transfer of the Baylink service from the City to WETA. WETA legal counsels completed the first draft of the Transition Agreement on April 13 and the City is currently completing its review. Staff anticipates being in a position to bring forward a final Vallejo service transition agreement for Board consideration in the next few months.

Emergency Water Transportation System Management Plan (EWTSMMP) - This plan sets a framework for WETA coordination of emergency response and recovery efforts using passenger ferries and will provide a detailed definition of WETA's roles and responsibilities for incident planning, response, recovery and restoration of normal operations. The WETA Board of Directors adopted the final Emergency Water Transportation System Management Plan on June 18, 2009, in compliance with the requirements of Senate Bills 976 and 1093. Preparation of the EWTSMMP and the Emergency Operations Plan (agency's internal plan) are complete.

Vessels - Two 149-passenger vessels, *Gemini* and *Pisces*, and two 199-passenger vessels, *Scorpio* and *Taurus*, have been constructed by Nichols Brothers Boat Builders and Kvichak Marine Industries for use in WETA services and to expand WETA's emergency response capabilities. One of these vessels is currently chartered to the City of Vallejo for utilization in the Vallejo Baylink service.

South San Francisco Ferry Service - This service will provide access to biotech and other jobs in South San Francisco for East Bay commuters and expand the geographic reach of emergency ferry transportation response capabilities on the San Francisco Bay. Construction is proceeding according to schedule. All guide piles are in position and the finishing work, including fabrication and building of the canopies is currently underway.

Berkeley Ferry Service – This service will provide an alternative transportation link between Berkeley and downtown San Francisco. The environmental and conceptual design work is currently on hold as we await the City's assistance in working out the parking details for ferry patrons and customers of the restaurant located near the terminal. Both groups would share the same parking lot under the conceptual plan that has been prepared to date.

Treasure Island Service – This project, implemented by the Treasure Island Development Authority (TIDA), the Mayor's Office of Economic and Workforce Development and the prospective developer, will institute new ferry service between Treasure Island and downtown San Francisco.

Staff recently met with TIDA to review operating and budgeting scenarios for future Treasure Island ferry service. TIDA and WETA staff are working to prepare a draft Memorandum of Understanding (MOU) outlining each agencies roles and responsibilities for moving forward with the project. The MOU will be subject to review and approval by the WETA Board. TIDA's EIR was recently approved by the San Francisco Planning Commission and was approved by the County Board of Supervisors. Since then, the Sierra club and others have filed a lawsuit under CEQA against the project. No work can proceed with either the development or the related ferry terminal until that legal challenge is resolved.

Downtown San Francisco Ferry Berthing Expansion - This project will expand berthing capacity at the Downtown San Francisco Ferry Terminal in order to support new ferry services to San Francisco as set forth in WETA's Implementation and Operations Plan. The proposed project would also include landside improvements needed to accommodate expected increases in ridership and to support emergency response capabilities if a catastrophic event occurs.

The project team is in the process of preparing a Draft EIR/EIS based on scoping comments received to date that is scheduled to be completed and released for public review in early 2012.

Pier 9 Berthing Facility - This project will construct two layover berths for mooring and access to ferry vessels on Pier 9 alongside the northern pier apron and adjacent to the WETA Administrative Offices. The contractor has begun building the two floats and the guide piles were installed. At this time the project is about 6 weeks behind schedule and will not be available to WETA until mid-August. This project remains on schedule for completion this summer.

Central Bay Operations and Maintenance Facility - This project will develop an operations and maintenance facility at Alameda Point to serve as the base for WETA's existing and future central bay ferry fleet. The proposed project would provide running maintenance services such as fueling, engine oil changes, concession supply, and light repair work for WETA vessels and serve as WETA's Operations Control Center for day-to-day management and oversight of service, crew, and facilities. In the event of a regional disaster, the facility would function as an Emergency Operations Center, serving passengers and sustaining water transit service for emergency response and recovery.

On May 7, WETA filed a Notice of Determination with the Alameda County Clerk and State Clearinghouse starting a 30-day statute of limitations on court challenges to the approval of the project Mitigated Negative Declaration under CEQA. Staff is coordinating with the FTA as the federal lead agency for the project to prepare a Categorical Exclusion under NEPA.

Hercules Environmental Review/Conceptual Design -This project is currently on hold awaiting clarification from the City as to its plans and ability to build the multimodal transportation center that is a necessary precondition to any ferry terminal. In early March WETA staff met with City staff to discuss the City's phasing plans for building the adjacent multi-modal station. Based upon this discussion, it appears that in the event that sufficient funds are available to move this project forward, the work required to be done on the multi-modal facility prior to ferry terminal construction will not be completed until FY 2014/15 at the earliest.

Antioch, Martinez, Redwood City, and Richmond Conceptual Design/Environmental Review – These projects involve completing conceptual design and environmental review for potential future ferry services in Antioch, Martinez, Redwood City and Richmond. All four projects are underway with conceptual design, data collection and stakeholder outreach. In June, WETA staff met with BCDC regarding the proposed Redwood City terminal. WETA staff is engaging in early consultation with

several state and federal agencies for all of the expansion projects. Early consultation will help identify concerns of the state and federal agencies to be addressed in the conceptual design and environmental review processes. The consultation will also help streamline the permit process after environmental review is complete.

Ridership Forecast Model Update – This project will update the existing ridership forecast model developed by WETA in 2002 to generate new ridership forecast projections based on the most recent transportation and demographic data available from AGAG, MTC and local land use jurisdictions.

Staff expects to receive updated ridership projections for future years 2015 and 2035 project alternatives this month. An informational meeting with stakeholders and partnering agencies will be scheduled in August to review the updated projections and discuss additional project alternatives that will be modeled as part of this work.

Clipper Fare Media Implementation – WETA is coordinating with MTC to implement Clipper fare media on the future South San Francisco ferry service and its existing Alameda/Oakland and Alameda Harbor Bay ferry services. MTC, on behalf of WETA, is currently in negotiations with Cubic Transportation Systems, the Clipper contractor, to finalize a Contract Change Order for the WETA Clipper implementation. Implementation of Clipper on WETA services cannot move forward until MTC completes this negotiation and executes a contract change order for this work.

UPDATE ON RELEVANT PROJECTS IMPLEMENTED BY OTHER AGENCIES

Vallejo Station - Vallejo Station is a compact, transit-oriented mixed-use project in the City of Vallejo that includes two major transit elements – a bus transfer facility that will consolidate local, regional and commuter bus services and a 1,200 space parking garage for ferry patrons and the general public.

Parking structure construction has been split into two phases. Construction of Phase A, which began in June 2010, is approximately 75% complete and the final deck structure cement has been poured. The contractor is currently placing formwork for walls and planters and prepping for elevator installation. In June streetscape work commenced on Mare Island Way and will continue until project completion. Anticipated completion of Phase A construction is still January 2012 despite challenges created by contaminated soils found onsite, the high water table, and unusually wet weather in December 2010. Phase B of the Parking Structure is in the final design stage with the construction start date being dependent on the relocation of the post office property and full funding for this phase. The Bus Transfer Facility portion of the project is now substantially complete and accepting bus service.

Mare Island Ferry Maintenance Facility – This project will construct a new ferry maintenance facility located at Building 165 on Mare Island in Vallejo in three phases. Phase 1 constructs a 48,000 gallon fuel storage and delivery system. Phase 2 includes construction of a system of modular floats and piers, demolition of Building 855, and construction of a new warehouse/shop in its place. Phase 3 will renovate Building 165 into a permanent office and shop space.

Winzler & Kelly has completed the 100% design packages for both Phase 1 and Phase 2 of this project. Winzler & Kelly expects to have all bid documents completed July 31. In late June 2011 the California Transportation Commission voted to allocate \$4.2 million in STIP funds to the project; with a construction contract deadline of December 31, 2011. City of Vallejo staff and project consultants are working to complete all project requirements and secure project permits in the next few months. The project timeline requires all construction documents, permits, leases, environmental and right-of-way requirements to be completed to support construction contract execution by the December 20, 2011 Vallejo City Council meeting.

The Facilities Agreement between the City of Vallejo and Lennar Mare Island is being reviewed by the parties and is considered to be greater than 95% complete. Until the agreement is final Lennar will not

sign the BCDC permit amendment application. Legal staffs for both parties are working to clear the remaining obstacles and prepare the document for the respective board approvals. Work continues by Lennar to seek relief for movement of the "Artship" which currently sits directly on the waterfront parcel where Phase 2 of the project will be built. City staff is carefully monitoring the status of the "Artship" as are the US Navy and the permitting agencies.

OPERATIONS

Alameda/Oakland Ferry Service ("AOFS"):

July 4 service was provided as described below:

a) Regular weekend schedule with added second boat for capacity, except that:

- The 8:10 PM Pier 41 and the 8:25 PM Ferry building departures canceled due to the fireworks display.
- The 8:45 PM Alameda and 8:55 PM Oakland departures canceled due to the fireworks display.
- The 9:40 PM Pier 41 changed to 10:30 PM (after the fireworks display), to the Ferry Building, then on to east bay.
- One incident of note, 10:30 PM departure was delayed 45 minutes due to a medical emergency. Passenger boarded the vessel and lost consciousness. EMT arrival was delayed due to Fisherman's Wharf congestion; passenger was transported to hospital and released next day.

Weekday and weekend service to AT&T Park for S.F. Giants games continues through September 28.

Alameda Harbor Bay Ferry ("AHBF"): On Sunday, May 22, the high winds and waves caused the failure of Harbor Bay terminal float piles. Permanent repairs to the facility were completed on June 22.

OUTREACH, PUBLIC INFORMATION, AND MARKETING EFFORTS

On June 14, WETA staff participated in the Americas Cup 34 - second Regional Transportation Meeting

On June 20, Nina Rannells attended the MTC Sustainability Project Steering Committee Meeting.

On June 28, Keith Stahnke participated in the Bay Area Resiliency Network and Association of Contingency Planners Transportation Resiliency Summit. MTC, Caltrans, USCG, CalEMA and WETA gave presentations on agency responsibilities.

On July 5, Chad Mason and Mike Gougherty presented an update on the South San Francisco and Redwood City Ferry Terminal projects to the San Mateo County Transportation Authority Citizen Advisory Committee.

On July 7, John Sindzinski presented an update on the South San Francisco and Redwood City Ferry Terminal projects to the San Mateo County Transportation Authority Board of Directors.

OTHER ACTIVITIES / ITEMS

America's Cup – The City of San Francisco will host the 34th America's Cup race and related events in 2012 and 2013. WETA staff is participating on the City's interagency task force for event transportation in order to support transportation planning and identify the role that WETA's ferry system might play in supporting this event. The Draft Environmental Impact report for the 34th America's Cup will be published on July 11, 2011.

ADMINISTRATION

May Financial Statements - Attached are the monthly financial statements for FY 2010/11 through May 2011, including the Statement of Revenues and Expenses and the Capital Budget vs. Expenditures reports.

San Francisco Bay Area Water Emergency Transportation Authority
FY2010/11 Statement of Revenues and Expenses
May 2011

	Current Month	Prior Year Actual	2010/11 Budget	2010/11 Actual	% of Budget
% of Year Elapsed 92%					
Operating Revenues					
Operating Assistance					
RM 2 Planning	633,460	3,974,266	4,950,000	3,717,489	75.1%
SUASI	-	26,198	-	-	0%
Total Operating Assistance	633,460	4,000,464	4,950,000	3,717,489	75.1%
Other Revenues					
Interest Income	315	13,050	15,000	7,435	49.6%
Other	-	7,900	-	-	0.0%
Total Other Revenues	315	20,950	15,000	7,435	49.6%
Total Operating Revenues	633,775	4,021,413	4,965,000	3,724,924	75.0%
Total Capital Revenues	2,966,493	17,675,940	28,622,995	13,469,204	47.1%
Total Revenues	3,600,268	21,697,353	33,587,995	17,194,128	51.2%
Operating Expenses					
Operations					
Wages and Fringe Benefits	128,660	1,472,036	1,613,000	1,327,888	82.3%
Services	476,627	2,144,939	2,798,000	2,029,295	72.5%
Materials and Supplies	443	25,071	87,000	22,502	25.9%
Utilities	1,026	11,322	19,000	10,068	53.0%
Insurance	1,545	28,973	37,000	29,767	80.5%
Miscellaneous	360	38,597	103,000	32,101	31.2%
Leases and Rentals	24,798	279,526	293,000	265,868	90.7%
Total Operations	633,460	4,000,464	4,950,000	3,717,489	75.1%
Total Operating Expenses	633,460	4,000,464	4,950,000	3,717,489	75.1%
Total Capital Expenses	2,966,493	17,675,940	28,622,995	13,469,204	47.1%
Total Expenses	3,599,953	21,676,404	33,572,995	17,186,694	51.2%
Excess Revenues (Loss)	315	20,950	15,000	7,435	

San Francisco Bay Area Water Emergency Transportation Authority
FY2010/11 Statement of Revenues and Expenses
May 2011

Project Description	Current Month	Project Budget	Prior Year Actual	2010/11 Budget	2010/11 Actual	Future Year	% of Project
Expenses							
2 Spare Vessels	-	17,000,000	16,764,811	235,189	89,956	-	99%
SSF Vessels	19,310	20,500,000	19,504,841	995,159	51,251	-	95%
SSF Mitigation Study	-	275,000	42,459	52,541	-	180,000	15%
SSF Terminal Construction	2,714,447	26,000,000	1,420,414	15,985,586	11,329,935	8,594,000	49%
Berkeley Environ/Conceptual Design	40,468	1,954,700	1,566,858	303,842	143,132	84,000	87%
Berkeley Terminal Design	-	3,200,000		1,500,000	-	1,700,000	0%
Hercules Environ/Conceptual Design	-	1,080,000	981,684	98,316	8,248	-	92%
Pier 9 Mooring/Floats	24,688	3,150,000	329,867	2,820,133	545,017	-	28%
Environmental Studies/Conceptual Design	63,670	3,250,000	56,000	2,120,000	185,760	1,074,000	7%
Central Bay Ops/Maintenance Facility	15,235	2,600,000	128,770	962,230	213,523	1,509,000	13%
Maintenance Barge, Floats & Ramps	52,939	5,000,000	-	1,250,000	142,939	3,750,000	3%
S.F. Berthing - Environ/Conceptual Design	35,737	3,300,000	-	2,300,000	759,445	1,000,000	23%
Total Capital Expenses	2,966,493	87,309,700	40,795,705	28,622,995	13,469,204	17,891,000	
Revenues							
RM 2	90,837	33,281,735	31,410,679	1,690,975	1,012,039	180,081	97%
San Mateo County Sales Tax	590,961	15,000,000	410,919	10,892,865	2,570,262	3,696,216	20%
Federal	1,523,922	15,047,533	6,574,895	4,393,658	6,327,705	4,078,980	86%
Proposition 1B	707,834	23,980,432	2,399,211	11,645,497	3,506,260	9,935,724	25%
Alameda County Sales Tax	52,939	-	-	-	52,939	-	0%
Total Capital Revenues	2,966,493	87,309,700	40,795,705	28,622,995	13,469,204	17,891,000	

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SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

MINUTES OF THE BOARD OF DIRECTORS MEETING

(June 2, 2011)

The Board of Directors of the San Francisco Bay Area Water Emergency Transportation Authority met in regular session at the WETA offices at Pier 9, Suite 111, San Francisco, CA.

1. ROLL CALL AND CALL TO ORDER

Vice Chair Anthony Intintoli called the meeting to order as acting chair at 1:08 p.m. Also present were Chair Charlene Haught Johnson, Director Jerry Bellows and Director John O'Rourke. Director Beverly Johnson arrived at 1:30 p.m. Director Bellows led the Pledge of Allegiance.

2. REPORT OF BOARD CHAIR

None.

3. REPORT OF DIRECTORS

None.

4. REPORTS OF STAFF

Executive Director Nina Rannells referred the Board to a new section in her written report that would update the Board on operational activities given WETA's new role as a ferry service provider. She invited guidance or feedback from the Board regarding how they would like this section to evolve and what information they felt it should include.

Ms. Rannells reported that the search for a new ferry service name was still underway and that a poll was currently up on watertransit.org that allowed participants to vote on a short list of names as well as to provide their own suggestions.

Directing the Board to the Berkeley item in her written report, Ms. Rannells said that the project continued to encounter challenges. She noted a copy of a letter before the Board dated April 28 from Berkeley City Manager Phil Kamlarz to WETA, and apologized if the Executive Director's report had mischaracterized the City's position in any way. She noted that issues regarding H^s Lordships lease were still problematic and that WETA staff continued to reach out to the City for their assistance and leadership in finalizing an agreement regarding WETA parking at this site.

Vice Chair Intintoli commented that if the H^s Lordships lease was with the City of Berkeley, then it was the City that would need to take the active role in negotiating any changes to the lease.

Public Comment

John Mann, Secretary of the Berkeley Waterfront Commission, said that the City wants the project to move forward but that the City is not in a position to use undue influence with H^s Lordships. He said that City staff is happy to facilitate the negotiation process and will memorialize their position in a MOU with H^s Lordships.

Concluding her report, Ms. Rannells referred the Board to the Federal Legislative report and directed their attention to the issue of federal earmarks shifting to a competitive grant process,

noting that this would impact three of WETA's projects including the Mare Island maintenance facility.

5. CONSENT CALENDAR

Chair Johnson made a motion to approve the consent calendar which included the minutes from the May 5, 2011 Board of Directors meeting, an Amendment to the Harbor Bay Maritime Operating Agreement and an Amendment to the Blue and Gold Fleet Operating Agreement. Director O'Rourke seconded the motion and the consent calendar carried unanimously.

6. EMERGENCY REPAIRS TO MARINE FACILITIES AT THE HARBOR BAY FERRY TERMINAL

Ms. Rannells presented this informational item regarding emergency repair of a piling failure at the Harbor Bay Ferry Terminal. She then introduced Ernest Sanchez, Transportation Services Manager, who presented the Board with details on the piling failure and the repair process. He anticipated that the permanent repair would be in place within two weeks.

Ms. Rannells noted that this work procurement had been performed on an emergency basis under the emergency authority of the Executive Director and that this was done per WETA's Administrative Code after consultation with WETA legal counsel. She added that although the item was considered informational as a result, the Board could choose to ratify the emergency procurement if they wished.

Chair Johnson thanked staff for taking quick action to resolve the issue. Ms. Rannells noted that Mr. Sanchez' and Operations Manager Keith Stahnke's experience with the service were instrumental in addressing the piling failure so quickly.

Vice Chair Intintoli asked if the item must be ratified. WETA counsel Stanley Taylor III of Nossaman LLP said that ratification was not required.

7. AUTHORIZE FILING APPLICATIONS WITH THE METROPOLITAN TRANSPORTATION COMMISSION FOR FY 2011/12 REGIONAL MEASURE 1 AND REGIONAL MEASURE 2 OPERATING AND CAPITAL FUNDS TO SUPPORT VALLEJO BAYLINK FERRY SERVICE

Finance and Grants Manager Lynne Yu presented this item requesting Board authorization to file applications with the Metropolitan Transportation Commission for a total of \$7.3 million FY 2011/12 Regional Measure 1 and Regional Measure 2 operating and capital funds, and to direct MTC allocation of first quarter FY 2011/12 RM1 and RM2 operating funds to the City of Vallejo to support Vallejo Baylink ferry service.

Director Bellows made a motion to approve the item. Chair Johnson seconded the motion and the item carried unanimously.

8. APPROVE AMENDMENT WITH GHIRARDELLI ASSOCIATES TO PROVIDE ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE SOUTH SAN FRANCISCO FERRY TERMINAL PROJECT

Manager of Planning and Development John Sindzinski presented this item requesting the Board approve Amendment No. 2 to Agreement #07-009 with Ghirardelli Associates in the amount of \$600,000 for additional construction management services required to complete the South San Francisco ferry terminal project and to authorize the Executive Director to execute the amendment.

Mr. Sindzinski said that he felt the services provided were a good value for WETA, noting that unlike larger transit agencies such as BART, WETA was not equipped to perform the services that

Ghirardelli provided and that their fees would be significantly less than the standard 10% of project cost.

Vice Chair Intintoli said that he had no doubt that their services were satisfactory but that there was a need for more transparency regarding the expense, both for the benefit of the public and the Board. He said that considering the amount had already been significantly increased with Amendment No. 1, that it was not made sufficiently clear in the current request why the amount needed to be increased again. He reiterated the need for transparency and Mr. Sindzinski agreed that this was desirable.

Director Johnson said that construction management services played an important role but that it was unusual to have time and materials included and that issues with subcontractors should be dealt with under the contract and not result in additional expenses for WETA.

Mr. Sindzinski said that these were good points and added that he generally tried to move forward with smaller budgets through contract amendments in order to maintain tighter control over costs.

Director O'Rourke made a motion to approve the item. Director Bellows seconded the motion and the item carried unanimously.

9. APPROVE AMENDMENT WITH NOSSAMAN, LLP FOR THE PROVISION OF LEGAL SERVICES

Ms. Rannells presented this item for Board approval of Amendment No. 15 in the amount of \$650,000 to the agreement with Nossaman LLP for the provision of legal services in FY 2011/12 and to authorize the Executive Director to execute the amendment. Ms. Rannells projected that the largest portion of this work would go toward transition activities that she anticipated would be finalized in FY 2011/12.

Director O'Rourke made a motion to approve the item. Director Bellows seconded the motion and the item carried unanimously.

10. APPROVE AMENDED AND RESTATED AGREEMENT WITH NEXTBUS FOR REAL TIME FERRY INFORMATION SYSTEM

Ms. Rannells presented this item requesting the Board approve an amended and restated Agreement #11-003 with NextBus for the provision of real time ferry information systems and authorize the Executive Director to execute the agreement in an amount not to exceed \$140,000.

Director Bellows asked if the equipment was owned or leased. Mr. Sindzinski replied that WETA owned the equipment on the boats and at the terminals and that there was no change to the operating expense for the NextBus service.

Director Johnson asked if the service was available online. Ms. Rannells replied that it was available on the WETA and NextBus websites and that there were also applications available for mobile devices.

Vice Chair Intintoli referred back to the issue of naming the new ferry service and asked that staff make certain sufficient rider outreach was performed to direct interested parties to the poll and name suggestion form on the website. Mr. Sanchez stated that flyers were available onboard the Alameda/Oakland, Harbor Bay and Baylink boats and at the terminals and that captains had incorporated the information into their onboard announcements as well.

Director Johnson passed along a recommendation she had received for *Piedmont*, a historic Bay Area ferry.

Ms. Rannells clarified the NextBus agreement under consideration was for the entire system and not for a specific boat.

Director Bellows made a motion to approve the item. Chair Johnson seconded the motion and the item carried unanimously.

11. ADOPT MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CENTRAL BAY OPERATIONS AND MAINTENANCE FACILITY PROJECT

Planner/Analyst Chad Mason presented this item recommending the Board adopt a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Central Bay Operations and Maintenance Facility Project.

Director Bellows asked if the tidal floodwall berm was for projected sea level rise or for some other purpose. Mr. Mason said that he believed it was prescriptive. Mr. Sindzinski agreed that projected sea level rise was the most likely reason for the berm but said he would confirm.

Chair Johnson made a motion to approve the item. Director Bellows seconded the motion and the item carried unanimously.

12. APPROVE TERM SHEET FOR THE TRANSFER OF PORT OF OAKLAND FERRY SERVICE ASSETS AND PROVISION OF LANDING AND MOORING RIGHTS AT THE OAKLAND CLAY STREET FERRY TERMINAL AND AUTHORIZE RELATED ACTIONS

Ms. Rannells presented this item requesting the Board approve a Term Sheet between the Port of Oakland and the WETA for the transfer of the Port of Oakland's interest in certain ferry vessels and waterside facilities used in the Alameda/Oakland Ferry Service and provision of landing and mooring rights at the Oakland Clay Street Ferry Terminal and to authorize the Executive Director to: i) negotiate a Ferry Asset Transfer and Landing and Mooring Rights Agreement between the Port and Authority that reflects the terms and conditions of the Term Sheet described herein, ii) make such modifications to the terms and conditions of the Term Sheet as are necessary and appropriate, iii) execute the final form of the Agreement, and iv) take all other steps and execute all other documents as are necessary to execute and implement the terms of the Agreement.

Mr. Sanchez then offered a brief overview of the landside and waterside assets, specifically noting the Oakland Clay St. terminal which would be assigned to WETA after WETA completed a procurement and installation of a replacement float.

Director Johnson asked if this was the same process used for the transfer of City of Alameda assets. Ms. Rannells replied that it was the same concept.

Director Bellows asked what the timeline was for the float replacement. Mr. Sanchez said that the float would need to be replaced within the year.. Regarding the Port's requirement of paying landing fees equivalent to the cost of a parking attendant from 5:30 to 7:30 a.m., Director Bellows asked if the garage could open at 6:00 a.m. instead. Mr. Sanchez replied that the first departure from Oakland was at 6:00 a.m. and that riders queued much earlier and as a result the garage needed to be open by 5:30 a.m. to accommodate riders on the first run.

Chair Johnson asked if anyone received funding from the Port of Oakland. Ms. Rannells replied that the City of Alameda had received a small amount, but that WETA would not, adding that WETA would be receiving the vessels.

Director Bellows made a motion to approve the item. Director O'Rourke seconded the motion and the item carried unanimously.

13. HOVERCRAFT FEASIBILITY STUDY REPORT AND DISCUSSION

Mr. Sindzinski presented this informational item regarding a feasibility study examining the advantages and disadvantages of hovercraft as an alternative vessel technology for ferry services such as the proposed Hercules service. He introduced Ian Austin of URS Corporation who gave an overview of the findings and volunteered to answer questions.

Vice Chair Intintoli asked if it was true that hovercraft would not meet ADA requirements. Mr. Sindzinski said that the hovercraft themselves could; it was the incompatibility with existing terminals that would create a problem in this regard.

Vice Chair Intintoli then asked if hovercraft would have sufficient capacity for the routes for which they would be considered. Mr. Sindzinski replied that the projected 160 to 199 hovercraft capacity could work during the initial years of the service but that there could be potential issues if the service grew more successful. Ms. Rannells added that even now there were issues with WETA's 149 and 199 capacity vessels in service to Alameda and Oakland. She noted that like high speed rail, the idea of using hovercraft was an exciting one and that it was important to be aware of the possibility.

Director Johnson commented that hovercraft may be a good idea but asked if any recent surveys had been done regarding potential ridership, noting that Hercules to San Francisco was a long ride. Mr. Sindzinski replied that updated ridership studies were currently underway.

Director Bellows asked when the updated ridership studies would be completed and also asked what impact tides and currents near the Hercules terminal site would have on hovercraft transit times. Mr. Sindzinski said that the updated ridership studies should be completed within the next few weeks and that tides and currents would have virtually no effect on the hovercraft speed.

Director Bellows asked if hovercraft could not settle on water. Mr. Austin said that they could stabilize in place but that they always remained above the water when in service. Mr. Bellows asked if Antioch and Martinez rail connections were being considered as they relate to potential ferry services. Mr. Sindzinski said that they were included elements in the ridership forecasts.

Public Comment

Paul Kamen, Naval Architect, said that it was not true that wind speed did not affect hovercraft speed. He added that there were other solutions for dealing with shallow water, stating that a monohull could operate in two feet of water and that WETA might want to consider such a possibility as well.

Public Comment

Michael Bernick, representing Hercules as well as Antioch and Martinez, said that this was a key project for WETA and important to Hercules, adding that he was glad that WETA was looking at all the possibilities. He said that he hoped WETA would continue to consider the feasibility of hovercraft.

14. RECESS INTO CLOSED SESSION AND REPORT ON CLOSED SESSION

Vice Chair Intintoli called the meeting into closed session at 2:20 p.m. Upon reopening of the meeting at 2:57 p.m. he reported that no action had been taken.

15. ADJOURNMENT

All business having concluded, the meeting was adjourned at 2:57 p.m.

Respectfully Submitted,

Board Secretary

MEMORANDUM

TO: Board Members

**FROM: Nina Rannells, Executive Director
Lynne Yu, Manager, Finance and Grants**

SUBJECT: Authorize Execution of a Pass-Through Agreement with the City of Vallejo to Provide Federal Transit Administration and Regional Measure 1 Funds to Support the Vallejo Dredging Project

Recommendation

Authorize the Executive Director execute a grant pass-through agreement between the San Francisco Bay Area Water Emergency Transportation Authority (WETA) and City of Vallejo (City) to provide the City with Federal Transit Administration (FTA) and Regional Measure 1 - 2% Bridge Toll (RM1 – 2%) funds to support the Vallejo Dredging project.

Background/Discussion

The Vallejo ferry terminal basin requires dredging every three years to remove silt build-up that would otherwise keep ferries from operating in this area. City staff has determined that dredging is required to take place this year during the August to October dredge window based upon the ongoing schedule for dredging and a survey of the terminal area. In preparation for moving this project forward, City staff has worked to secure services to complete initial dredge surveys, develop project plans and specifications and secure project permits over the last several months and WETA staff has worked to identify and secure funds to complete project construction. Given the uncertainty regarding the ultimate timing of the ferry service transition from the City to WETA and the short dredge window for work in the terminal area, staff has determined that the most effective way to complete the project is to have the City advertise, award and implement the project with funds to support this effort provided to the City by WETA through a grant pass-through agreement.

As the direct recipient of Federal Transit Administration and Regional Measure 1 – 2% grant funds for this project, WETA will be responsible for administering funds and ensuring compliance with all grant-related project requirements. Work associated with this effort will include such items as securing project grants, drawing down funds for pass-through to the City, preparing and submitting required project reports to funding agencies, and oversight and monitoring of the project for FTA and RM1 – 2% compliance. The City will be responsible for implementing the project in accordance with all grant requirements. A draft pass-through agreement that clarifies each party's responsibilities is provided as **Attachment A** to this report.

Financial Implications

There is no fiscal impact associated with this item.

END

FTA GRANT NO(s). CA-90-Y859

REGIONAL MEASURE 1 ALLOCATION NO. TBD

AGREEMENT

WITNESS: This Agreement has been entered into by and between

**THE SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION
AUTHORITY** (hereinafter "WETA")

and the

CITY OF VALLEJO
(hereinafter "Subgrantee")

for the undertaking of:

FY 2011/12 MAINTENANCE DREDGING
(hereinafter "Project")

WHEREAS, Subgrantee desires to perform periodic dredging of the Vallejo Ferry Terminal in the City of Vallejo on Mare Island Strait in FY 2011/12 including removal of 13,000 cubic yards of sediment (to -15 MLLW), as more particularly described in the attached Scope of Work ("Project"); and

WHEREAS, grant funds are available from the Federal Transit Administration ("FTA") and from Regional Measure 1 -2% (RM1 -2%) Bridge Toll funds administered by the Metropolitan Transportation Commission as the local match source to implement said Project; and

WHEREAS, under applicable FTA grant requirements, only an eligible recipient may serve as the direct recipient of the federal funds and enter into a formal grant contract with FTA; and

WHEREAS, WETA is the direct recipient of the certain federal funds in the Grant Amount (defined below) and has entered into a formal grant contract with FTA therefor; and

WHEREAS, the City of Vallejo will be the Subgrantee of these funds by virtue of this Agreement; and

WHEREAS, applicable FTA regulations permit a grantee to pass FTA funds through to another agency to carry out the purposes of the grant agreement provided that the recipient enters into a written agreement with the subrecipient passing through the grant requirements to the subrecipient; and

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WHEREAS, applicable RM1-2% Bridge Toll regulations permit a grantee to pass RM1-2% Bridge Toll funds to another agency to carry out the purposes of the grant agreement; and

WHEREAS, WETA and Subgrantee desire to enter into a formal contract pursuant to which the aforementioned FTA and related RM1-2% local match grant funds for implementation of the Project will be passed through WETA to Subgrantee.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

TERMS AND CONDITIONS

The Project shall be undertaken and accomplished in accordance with the terms and conditions specified herein or contained in the Appendices named below, which are attached hereto and by reference incorporated herein. Appendices A and A-1 contain general provisions applicable to this Agreement. Appendix B identifies the Project Manager and describes the scope of work for the Project. Appendix C contains the Project Budget, by line item, and identifies the funding sources.

The effective date of this Agreement shall be July 1, 2011. The Project shall be completed on or before December 31, 2011. The total of all expenses incurred in performance of this contract shall not exceed the sum of **One Million and Forty Five Thousand Dollars (\$1,045,000)** ("Project Cap"). Federal and state/local matching funds not to exceed **One Million Forty Five Thousand Dollars (\$1,045,000)** ("Grant Amount") are currently available for expenditure under this Agreement, which funds may not be expended until issuance of a Notice to Proceed by Subgrantee with written concurrence from WETA.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

**SAN FRANCISCO BAY AREA WATER
EMERGENCY TRANSPORTATAION
AUTHORITY**

**For Subgrantee:
THE CITY OF VALLEJO**

By: _____
Nina Rannells
Executive Director

By: _____
Phil Batchelor
City Manager

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____
Lynne Yu
Manager, Finance and Grants

By: _____
Sherry M. Kelly, Interim City Clerk

Dated: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Stanley S. Taylor, III
Nossaman, LLP
Legal Counsel to Authority

Craig Whittom
Assistant City Manager

Dated: _____

APPROVED AS TO INSURANCE REQUIREM

Darrell W. Handy
Risk Manager

APPROVED AS TO FORM:

Frederick G. Soley
City Attorney

APPENDIX A
GENERAL PROVISIONS

1. **General:** Subgrantee shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement. 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” Circular 4220.1F of the Federal Transit Administration (FTA), and the Federal Transit Administration Master Agreement (Form FTA MA(17), October 1, 2010) are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Those requirements imposed upon WETA as “grantee” or “recipient” are hereby imposed upon Subgrantee, and those rights reserved by DOT, FTA or Government are hereby reserved by WETA.

2. **Accomplishment of the Project:** Subgrantee shall accomplish this Project in a timely and satisfactory manner, in conformance with the work program and project budget contained in the appendices hereto, and in compliance with the terms and conditions contained herein. Subgrantee may accomplish all or any portion of the Project by procurement through subcontractors in accordance with 49 CFR Section 18.36 and FTA Circular 4220.1 F. Subgrantee shall furnish WETA with copies of any subcontract to this Agreement, or amendments thereto, in amounts exceeding One Hundred Thousand Dollars (\$100,000). Subgrantee and WETA anticipate that Project costs will not exceed the Project Cap, and that the Project Cap will be fully covered by the Grant Amount. However, the parties also acknowledge that cost overruns may occur. Subgrantee shall notify WETA immediately in writing upon the discovery of facts or circumstances suggesting that Project costs may exceed the Project Cap. In such event, Subgrantee and WETA shall promptly meet and confer to discuss whether and how to revise the Project Scope of Work, or to suspend or terminate work on the Project in the event that Project costs are anticipated to exceed the Project Cap, and shall work together to secure additional grant funding for costs in excess of the Project Cap.

3. **Financial Management**

a. **Accounts:** In conducting accounting activities, Subgrantee shall comply with provisions contained in 49 CFR Part 18.

b. **Funds:** WETA will provide FTA and related match funds to cover expenses incurred in the performance of this Agreement up to the amount specified in Appendix C, Project Budget.

c. **Allowable Costs:**

(i) WETA shall pay contractor and reimburse Subgrantee, as applicable, for those services and expenses required to perform the work in accordance with the Project Budget as described in Appendix C. Reimbursement and payments shall be in accordance with the cost principles set forth in 2 CFR Part 225, “Cost Principles for State and Local and Indian Tribal Governments.”

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(ii) Subgrantee shall not be responsible for any Project costs incurred by Subgrantee in accordance with the terms of this Agreement, whether over or under the Project Cap, regardless of whether or not WETA has approved Subgrantee requisitions, or FTA has released funds to WETA; provided however that in the event the Service does not transition to WETA and there are Project Cost overruns, the parties shall meet and confer in good faith to equitably and reasonably allocate responsibility for such project cost overruns, taking into consideration factors including but not limited to funding availability, service ownership, and whether the transition will occur at a later date.

(iii) WETA shall reimburse Subgrantee for Subgrantee's expenses included in the Project Budget or otherwise approved in advance in writing by WETA (including staff time, consultant and attorneys' fees) related to the Project or carrying out this Agreement within fifteen (15) days of receipt of invoices therefor. Upon the discovery or facts or circumstances suggesting that costs may be incurred that are not a part of the Project Budget, Subgrantee shall immediately notify WETA and WETA and Subgrantee shall meet and confer. Subgrantee shall obtain pre-approval from WETA prior to incurring fees outside of the Project Budget. In addition, WETA shall reimburse City for any and all penalties, interest, costs or expenses whether due or payable under the Prompt Payment Act (Government Code, Section 927 et seq.), Project contracts or documents, or otherwise, which become due or payable due to a WETA delay in payment or reimbursement, including due to disapproval of any Subgrantee-approved contractor invoice. Such WETA obligation shall not be limited by 2 CFR Part 225, "Cost Principles for State and Local and Indian Tribal Governments."

d. Record Retention: Subgrantee shall retain intact and accessible all data, documents, reports, records, contracts and supporting materials relating to the Project ("Records") during the course of the Project and for three years thereafter. If any litigation, claim, negotiation, audit or other action related to the Project is started before the end of said three-year period, Subgrantee shall retain Records for three years after completion and resolution of the action and all issues related to it.

e. Access to Records: Upon request, Subgrantee agrees to permit authorized representatives of the Federal Transportation Agency and of the Comptroller General of the United States to inspect all Project work, materials, payrolls, and other data, or other books, records, and accounts of the Subgrantee and its contractors pertaining to the Project in order to perform audits, make examinations, excerpts, or transcripts. In accordance with 49 U.S.C. § 5325(a), the Subgrantee agrees to require each third party contractor whose contract award is not based on competitive bidding procedures to permit authorized representatives of the Federal Transportation Agency and of the Comptroller General of the United States to inspect all work, materials, payrolls, and other data and records involving that third party contract and to audit the books, records, and accounts involving that third party contract as it affects the Project.

f. Audit: Subgrantee will provide thorough and complete accounting for all funds expended in the performance of this work, to the extent that such funds are provided by WETA as set forth in Section 3 of this Agreement, consistent with 49 CFR Part 18.37(b). Subgrantee shall be responsible for meeting audit requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501 et. seq., in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and any revision or supplement thereto. Subgrantee shall annually submit to WETA one copy of its audit completed in accordance with

the above-described single audit requirements within 30 days after completion of the audit, but not later than one year after the end of the audit period.

4. Project Reporting

a. Narrative Progress Report: Subgrantee shall prepare a narrative progress report covering accomplishments during regular three-month periods. These periodic reports shall contain a narrative description of the following information: specification preparation; bid solicitation; resolution of any protests; any contract awards; work completed during the period; tasks expected to be performed during the next period; and explanations of problems or delays encountered or anticipated. The three-month reporting periods shall end December 31, March 31, June 30 and September 30. The narrative progress reports shall be delivered to WETA within fifteen (15) calendar days after the end of each reporting period.

b. Financial Report: Subgrantee shall prepare a financial report covering the same reporting periods specified in 4.a. above. These reports shall include, but not be limited to, a balance sheet and a project expenditure statement by line item code. Financial reports shall be delivered to WETA fifteen (15) calendar days after each three-month period and shall be current.

5. Requisitions: The Project Manager, listed in Appendix B, shall review and approve each invoice and forward such invoices to WETA for payment within three (3) working days of receipt. WETA will pay the contractor directly within fifteen (15) working days of receipt of approved invoices from the Subgrantee.. Requisitions for reimbursement of staff time must be accompanied by time sheets and a complete description of the service provided and shall be signed by Subgrantee's Financial Director, or equivalent, or a designated representative thereof. . All requisitions for project expenditures shall be accompanied by supporting documentation acceptable to WETA.

6. Payment: WETA shall make direct payments to the contractor for work performed under this agreement within fifteen (15) working days of receipt of approved invoices from Subgrantee, except to the extent that WETA reasonably disapproves of such invoice.. WETA shall make payments of approved requisitions to Subgrantee, to reimburse Subgrantee for staff time expended under this agreement, within fifteen (15) days of receipt of such requisition, except to the extent that WETA reasonably disapproves of such requisition. WETA shall notify Subgrantee of WETA's disapproval of any Subgrantee invoice or requisition, within five (5) working days after receipt by WETA of such invoice or requisition. It shall be reasonable for WETA to disapprove of any contractor invoice not approved by Subgrantee, or requisition for Subgrantee reimbursement of costs, not supported by adequate documentation or to the extent that costs are ineligible to be reimbursed according to 2 CFR Part 225, "Cost Principles for State and Local and Indian Tribal Governments."

7. Project Property: Subgrantee agrees to comply with the property management standards of 49 CFR Sections 18.31-18.34 and Section 19 of the FTA Master Agreement.

8. Changes: From time to time, circumstances or conditions may require changes to this Agreement. Changes which are mutually agreed upon between Subgrantee and WETA shall be incorporated in written amendments to this Agreement.

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9. Termination: WETA may terminate this Agreement, in whole or in part, at any time upon five (5) working days' prior written notice. Subgrantee shall submit a requisition to WETA for an amount representing the costs incurred, or which a binding contract promises to incur, up to the effective date of termination, provided Subgrantee has not been previously reimbursed for such costs.

10. Indemnification: Except as provided in Item 3c., above, Subgrantee shall defend, indemnify and hold harmless WETA, its Board members, representatives, agents, officers and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any active or willful negligence with respect to the act or failure to act of Subgrantee, its officers, employees or agents, or subgrantees or any of them in carrying out this Agreement.

11. Additional Federal Clauses: Those federally-funded clauses set forth in Appendix A-1, attached hereto and incorporated herein by this reference, apply to this Agreement. Appendix A-1 is not meant to be an exhaustive list of federal clauses that apply to this Agreement.

APPENDIX A-1: FEDERAL REQUIREMENTS

- I. Civil Rights**
 - A. Equal Employment Opportunity**
 - B. Title VI**
 - C. Disadvantaged Business Enterprise (DBE)**
 - D. Access Requirements for Individuals with Disabilities**
- II. Preference for United States Products and Services**
 - A. Buy America**
 - B. Cargo Preference**
 - C. Fly America**
- III. Employee Protections: Construction**
 - A. Davis-Bacon Act**
 - B. Contract Work Hours and Safety Standards Act**
 - C. Copeland Anti-Kickback Act**
- IV. Design and Construction**
 - A. Utility Relocation**
 - B. Seismic Standards**
- V. Developmental Work**
 - A. Rights in Data**
 - B. Patent Rights**
- VI. Environmental Requirements**
 - A. State Energy Conservation Plan**
 - B. Clean Air and Water Pollution Acts**

I. CIVIL RIGHTS

A. Equal Employment Opportunity: In the performance of services under this Agreement, Subgrantee shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, marital status or sex, in any manner prohibited by federal, state or local laws. Subgrantee shall comply with Department of Labor Regulations at 41 C.F.R. Parts 60 et. seq., which implement Executive Order 11246 as amended by Executive Order 11375.

Subgrantee shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, sex, color or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subgrantee agrees to include these requirements in its contracts, and to require its contractor(s) to include these requirements in any subcontract, except subcontracts for standard commercial supplies or raw materials.

B. Title VI: Subgrantee agrees to comply, and to assure compliance by its contractor(s), with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and the regulations of the U.S. Department of Transportation issued thereunder, 49 CFR Part 21, incorporated herein by reference.

C. Disadvantaged Business Enterprises (DBE): Subgrantee shall comply with the WETA's Revised Disadvantaged Business Enterprise (DBE) Program pursuant to the federal requirements of 49 CFR Part 26. Subgrantee shall ensure non-discrimination on the basis of race, color, sex, or national origin in the award and administration of FTA-assisted contracts. WETA's DBE Program requirements are specified in the Diversity Program for Contracts, available in the WETA's DBE Program Office ("Office").

Annual overall goals for DBE participation in WETA U.S. D.O.T.-assisted contracts are established by WETA's Board of Directors on a three year basis. These goals reflect the availability of willing and able DBEs that would be expected to participate in WETA contracts absent the effects of discrimination. The goals are calculated as a percentage of the total amount of U.S. D.O.T. funds that WETA expects to expend on contracting opportunities during the fiscal year. The annual overall goal for FTA-assisted contracts for FY 2010/11-2012/13 is 2%. WETA intends to consider federal funds paid to Subgrantee's contractors for the Project in its calculation of its annual DBE participation.

Subgrantee shall therefore include DBE Program requirements in the FTA-assisted contracts it awards and shall take all appropriate steps to encourage the participation of DBEs, including consulting with WETA's DBE Program Administrator, Leamon Abrams, at (415) 364-3191. The Office shall make available to Subgrantee and its bidders the DBE Database of all DBE firms certified to participate in WETA's DBE Program as a resource to assist Subgrantee and its bidders in soliciting bids and subbids from potential contractors, subcontractors, and suppliers. The DBE Database does not in any way prequalify the certified

firms with respect to licensing, bondability, competence or financial responsibility. The Office also maintains a list of organizations that promote DBE participation in contracts which will be provided upon request.

D. Access Requirements For Individuals With Disabilities: Subgrantee agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

II. PREFERENCE FOR UNITED STATES PRODUCTS AND SERVICES

A. Buy America Requirements

Buy America - Subgrantee's contractor(s) must agree to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver, listed in 49 CFR 661.7.

B. Cargo Preference Requirements

Subgrantee agrees to ensure that its contractors will comply with 46 U.S.C. § 1241 and 46 CFR Part 381, regarding use of United States-Flag Vessels for equipment, materials or commodities transported by ocean vessel.

C. Fly America

Subgrantee agrees to ensure that its contractors will comply with 49 U.S.C. § 40118 and 41 C.F.R. §§ 301-131 through 301.143, regarding the use of United States-Flag Air Carriers for the international air transportation of any persons involved in, or property acquired for, the Project.

III. EMPLOYEE PROTECTIONS: CONSTRUCTION

A. Davis-Bacon Act

Subgrantee agrees to include applicable provisions of the Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. §§ 276a - 276a(7), and Department of Labor Regulations, 29 CFR Part 5 in all construction contracts in excess of \$2,000.

B. Contract Work Hours And Safety Standards Act

Subgrantee agrees to include applicable provisions of the Contract Work Hours and Safety Standards Acts, 40 U.S.C. §§ 327-333, and implementing Department of Labor Regulations, 29 C.F.R. Part 5, in all construction contracts in excess of \$2,000 and in all turnkey, rolling stock, and operational contracts (excluding contracts for transportation services) in excess of \$2,500.

C. Copeland Anti-Kickback Act

Subgrantee agrees to ensure that all third-party contractors and subcontractors and construction contracts comply with Copeland Anti-Kickback Act (40 U.S.C. § 276c (1995); 29 C.F.R. § 3 (1995); 29 C.F.R. § 5 (1995)).

IV. DESIGN AND CONSTRUCTION

A. Utility Relocation

If Subgrantee relocates and/or rearranges privately or publicly owned utilities as part of the Project, Subgrantee shall execute a Utility Relocation Agreement with the entity responsible for the facilities prescribing the procedures for the relocation and/or rearrangement of the facilities for the purpose of accommodating the Project.

B. Seismic Standards

Subgrantee agrees to comply with the seismic design and construction requirements as may be applicable to the Project under 49 C.F.R Part 41.

V. DEVELOPMENTAL WORK

A. Rights in Data

Subgrantee shall ensure, in accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, that the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any Project data or copyright as defined in the 2011 FTA Master Agreement, dated October 1, 2010.

B. Patent Rights

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement to which this Appendix has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Subgrantee agrees to take actions necessary to provide immediate notice and a detailed report to WETA and to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations

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and Small Business Finns Under Government Grants, Contracts and Cooperative Agreements,”
37 C.F.R. Part 401.

VI. ENVIRONMENTAL REQUIREMENTS

A. State Energy Conservation Plan

Subgrantee shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et. seq., and shall require its contractor(s) to comply with these provisions.

B. Clean Air And Water Pollution Acts

Subgrantee agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act, 42 U.S.C. §§ 7501 et. seq., the Clean Water Act, 33 U.S.C. §§ 1251 et. seq., Executive Order 11738, and Environmental Protection Agency regulations, 40 C.F.R. Part 15, and shall require its contractor(s) to comply with these provisions.

APPENDIX B

WORK PROGRAM

Project Manager:

The Project shall be conducted and administered by Subgrantee under the direction of City of Vallejo Public Works Department. Sam Kumar, Senior Engineer, shall serve as the Project Manager:

Project Manager:
Sam Kumar, Senior Engineer
City of Vallejo
555 Santa Clara St
Vallejo CA 94590
Telephone: (707) 648-4432

Scope of Work:

The work to be done includes transportation of and installing a temporary ferry loading float and gangway system, driving piles, installation of temporary electrical and lighting system, disconnecting and removing the existing permanent ferry loading gangway and float, transportation of permanent ferry loading float to a repair facility, drydocking, repair, maintenance, painting, and ballast modifications of the permanent loading float, maintenance of permanent loading gangway in place, relocation of two fender dolphins, dredging and disposal of sediments at the Corps of Engineers Carquinez Strait disposal site (SF-09) as described further in the paragraph below, reinstallation of permanent gangway and float system including reconnection of all utilities, removal of temporary gangway and float system, providing insurances and licenses as necessary, including all other times and services necessary or incidental to providing a complete improvement according to the Contract Documents.

The project involves maintenance dredging of approximately 13,000 cubic yards (cy) of sediment, anticipated to be completed by October 15, 2011 but no later than November 31, 2011. The project depth is -15 feet Mean Lower Low Water (MLLW), plus a one-foot overdredge allowance. The dredged material will be disposed of at the Carquinez Strait Disposal Site (SF-9) in the San Francisco Bay. Project work must be performed in compliance with all terms and conditions of applicable permits for this project, including but not limited to, Department of the Army permit No. 27768N, Regional Water Quality Control Board file No. 2128.03 (EAC), and San Francisco Bay Conservation & Development Commission permit No. 20-86.

FTA/RM1 -2% Pass Through Agreement
WETA/City of Vallejo

APPENDIX C

PROJECT BUDGET

Line Item Budget

Construction	\$1,045,000
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Source of Funds

Federal Section 5307	\$836,000
Regional Measure 1 – 2%	\$209,000
Total	\$1,045,000

MEMORANDUM

TO: Board Members

**FROM: Nina Rannells Executive Director
Keith Stahnke, Manager, Operations**

SUBJECT: Authorize Release of a Request for Proposals (RFP) for Clay Street Oakland Passenger Float Replacement

Recommendation

Authorize the release of a Request for Proposals (RFP) for the replacement of the Clay Street Oakland Passenger Float.

Background/Discussion

In June 2011, the WETA Board and the Port of Oakland Commission both approved the terms and conditions for the transfer of the Port's interest in the Alameda/Oakland ferry service to WETA. One of the terms of the agreement is for WETA to replace the float at the Clay Street ferry terminal within 24 months and prior to taking ownership of the waterside assets. This float has reached the end of its useful life and is in need of immediate replacement. It is over 40 years old and has been used in Alameda/Oakland ferry service since 1991.

Given the age and condition of the Clay Street float and the importance of the Clay Street terminal in serving existing Alameda/Oakland passengers, future South San Francisco passengers and in providing access to the East Bay during emergencies, staff has identified replacement of this float as a high priority project to move forward this year and has included replacement of the float in the FY 2011/12 capital budget.

The RFP will solicit proposals to replace the float with one similar in size that can utilize the existing piles. It is anticipated with the budget available and the timing constraints that a suitable used float would be modified and outfitted to replace the existing passenger float. Staff estimates this project will cost approximately \$1,000,000, based upon the cost of the recent replacement of the Harbor Bay Passenger Float which was completed by the City of Alameda in fall 2010

Project work will include design, development of engineering specifications, construction and installation of a new or newly refurbished float and disposal of the existing float. It is anticipated that the RFP will be ready to release in early September 2011. Project proposals will be reviewed by an evaluation committee and a recommendation for contract award will be developed based upon the contractor's experience with similar projects, references, and the project price proposal. Authorizing the release of an RFP does not commit the agency to expend any funds. Staff will return to the Board in the fall with a recommendation to award a construction contract if an acceptable proposal is received.

Fiscal Impact

This project is included in the FY 2011/12 capital budget and will be funded with Prop 1B capital funds. The release of an RFP does not commit WETA to make an award, which will be the matter of subsequent Board action.

END

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Executive Director
Keith Stahnke, Manager, Operations

SUBJECT: Authorize Release of a Request for Proposals (RFP) for Bay Breeze Vessel Refurbishment

Recommendation

Authorize the release of Request for Proposals (RFP) for the Bay Breeze Vessel Refurbishment project.

Background

The ferry vessel Bay Breeze was acquired by WETA from the City of Alameda in April of 2011 through the transition of the Harbor Bay Ferry Service to WETA. Built in 1992 by Nichols Brothers Boat Builders, the Bay Breeze is now 19 and has surpassed its economic mid-life. In order to provide for continued safe and reliable operation, the vessel needs major refurbishment. A vessel mid-life repower/refurbishment project generally consists of replacing the engines and generators, refurbishment of the passenger cabin, extensive hull work, major system renovation, and replacement of control systems and navigation electronics. Since the City of Alameda was able to complete the replacement of the Bay Breeze's main propulsion diesel engines and diesel generator sets with EPA Tier 2 compliant engines last year, WETA will not need to include this in the scope of work for this project. Both Golden Gate Ferry and the Vallejo Baylink ferry services have similar vessel refurbishment projects that are either underway or have recently been completed.

The scope of work to complete the mid-life refurbishment includes hull and major system renovation. The exterior of the vessel will be sandblasted to bare aluminum; hull modifications and repairs will be completed. The passenger cabin will be renovated with new overheads, bulkheads, and deck coverings and the existing vessel seating will be reupholstered. All control systems and navigation electronics will be replaced with new equipment. In addition, the current water jet system will be converted to a propeller system. The Bay Breeze refurbishment project will reduce operational costs by increasing fuel efficiency and reducing maintenance costs, and will extend the useful life of the vessel to at least 25 years.

The estimated cost of this project, based on similar vessel projects recently conducted by other operators, is approximately \$5,000,000. Staff has worked to secure federal grant commitments over the past few years in anticipation of this needed project which is included in the FY 2011/12 capital budget. Staff anticipates being in a position to return to the Board with a recommendation for contract award for this work no later than December, 2011. The project is expected to be complete by June, 2012.

Fiscal Impact

There is no fiscal impact associated with release of this RFP.

END

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Executive Director
Keith Stahnke, Manager, Operations

SUBJECT: Authorize Release of a Request for Qualifications (RFQ) for Bay Breeze Vessel Refurbishment Construction Management Services

Recommendation

Authorize the release of a Request for Qualifications (RFQ) for Construction Management Services for the Bay Breeze Vessel Refurbishment project.

Discussion/Background

This RFQ will solicit proposals from qualified consultants to provide construction management services to support staff in oversight of the Bay Breeze refurbishment Project. The qualifications required for this work include such items as:

- Ability to oversee vessel refurbishment from specification preparation through to delivery of vessel, including completion of guarantee period and settlement of all outstanding issues
- Ability to read and interpret vessel performance specifications
- Ability to read and interpret shipyard drawings including but not limited to electrical, HVAC, piping, machinery, & Fire Safety
- Ability to ensure that workmanship is of top quality and carried out in a safe and timely manner with regard to established schedules and good marine practice
- Ability to work with regulatory agencies such as USCG
- Ability to work on-site without supervision
- Ability to conduct dock trials and sea trials
- Ability to coordinate efforts required to carry out guarantee period repairs or replacements
- Ability to prepare, manage and be responsible for all required processes, procedures and paperwork for federal aid vessel construction project.

Once the best qualified proposer is identified, staff will return to the Board to propose a contract award for this work.

Fiscal Impact

There is no fiscal impact associated with this item.

END

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Executive Director
Leamon Abrams, Manager, Public Affairs

SUBJECT: Approve System Operating Name and Logo and Amendment with the M-Line for Additional Services

Recommendation

Approve WETA's regional ferry system operating name and logo and Amendment No. 2 to the agreement with the M-Line Inc. in the amount of \$50,000 to provide additional services.

Background

In order to maintain and build ferry ridership WETA previously identified the need to develop market, promote, and raise awareness of the emergency response, transit, and customer-focused benefits of our consolidated regional ferry services. In support of this effort, WETA issued an RFP for marketing and brand services in August 2009. In October 2009, the Board of Directors authorized work in the amount of \$70,000 with the M Line, to assist WETA in implementing a creative and comprehensive system identity and brand strategy. Under this agreement the M-Line/BMWL team conducted research on the WETA brand position and completed an assessment of local and regional advocacy needs. Deliverables included the Preliminary Brand Foundation (PBF) document which was presented to the Board at the meeting of June 12, 2010. The PBF describes the unique role of WETA and its services and recommends the creation of a brand to unify the individual ferry services WETA would administer upon transition. In July 2011, the Board approved an amendment to the agreement in the amount of \$120,000 to execute the recommendations from the first phase. Phase 2 work focused on naming/branding, initial website development and marketing support.

Discussion

Naming and Logo Work

The M-Line identified various names, logos and brand approaches that would align with WETA's brand promise identified in the PBF. The M Line developed a comprehensive list of names, conducted URL research, and led an exercise with WETA's naming committee to select a system identify and brand. To complement this effort, WETA staff undertook outreach to solicit names from riders and the general public. Generally the names considered were either descriptive (Bay Ferry, Bay Boats, Bay Transit, Bay Way, etc.) or abstract (Breeze, CityFish, Water Fly, Zip Bay, H2Go, etc.). Concomitant with the naming process, the M-Line developed alternative identities, logo and brand designs and delivered the final design for WETA consideration. A sample website was also developed to illustrate the use of the proposed name and logo.

The input and analysis determined that the best name for the WETA ferry system would be descriptive and that the accompanying logo should be modern, pleasant and reinforce a simple,

but strong brand name. The recommended name is, "San Francisco Bay Ferry." An accompanying logo will be available and reviewed at the meeting.

Website and Other Work

Since WETA's current website design and content is heavily focused on the organization as a planning agency, staff directed the M-Line to leverage the sample website and create a fully functioning site that would support ferry operations (schedules, fares, ticketing and general passenger information) as the focus. The M-Line developed a new website that integrated Alameda-Oakland, Alameda-Harbor Bay, and WETA content. The revised website provides clear and understandable rider information through user-friendly, intuitive navigation, web tools and web features – in a unified, consistent format using the developed brand identity. The M-Line also completed some public relations and marketing tasks including conducting media outreach for the Taurus christening at Jack London Square and working with staff to develop marketing ideas for the Vallejo Baylink and a FY 2011/12 agency marketing plan.

With the approval of the name "San Francisco Bay Ferry" and accompanying logo by the Board of Directors, staff recommends a second amendment to the agreement with the M-Line Inc. in an amount not to exceed \$50,000, to complete the execution of the "San Francisco Bay Ferry" brand across WETA communication channels and website work. The tasks to be undertaken to conclude the work on this phase of WETA's system brand are producing various collateral (business cards, signs, letterhead, etc.) using the new name and graphic standards, and finalizing the website. At the conclusion of this work, staff will assess the agency needs for ongoing website management and marketing and advertising services and will consider how best to secure assistance for these future services and return to the Board with a proposal.

Fiscal Impact

Funds to support these services are included in the approved FY 2011/12 budget.

END