

Members of the Board

Jody Breckenridge, Chair
Jeffrey DelBono
Timothy Donovan
Anthony J. Intintoli, Jr.
James Wunderman, Vice Chair

BOARD OF DIRECTORS MEETING
Thursday, February 16, 2017 at 4:30 p.m.
San Francisco Bay Area
Water Emergency Transportation Authority
Craneway Skyway & Conference Center
1414 Harbour Way South, Marina District at Ford Point
Richmond, CA 94804

NOTE: LOCATION and TIME CHANGE

The full agenda packet is available for download at sanfranciscobayferry.com/weta

AGENDA

1. CALL TO ORDER – BOARD CHAIR
2. PLEDGE OF ALLEGIANCE/ROLL CALL
3. REPORT OF BOARD CHAIR *Information*
4. REPORTS OF DIRECTORS *Information*
5. REPORTS OF STAFF *Information*
 - a. Executive Director’s Report
 - b. Monthly Review of Financial Statements
 - c. Legislative Update
6. CONSENT CALENDAR *Action*
 - a. Board Meeting Minutes – January 12, 2017
7. RICHMOND FERRY TERMINAL PROJECT UPDATE *Information*
8. APPROVE A PROJECT LABOR AGREEMENT FOR CONSTRUCTION OF THE RICHMOND FERRY TERMINAL PROJECT *Action*
9. AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ALL NECESSARY REAL ESTATE AGREEMENTS REQUIRED TO CONSTRUCT, OPERATE AND MAINTAIN THE RICHMOND FERRY TERMINAL *Action*
10. AUTHORIZE RELEASE OF A REQUEST FOR PROPOSALS FOR CONSTRUCTION OF THE RICHMOND FERRY TERMINAL PROJECT *Action*
11. APPROVE ACTIONS RELATED TO THE INTRODUCTION OF FERRY SERVICE FROM THE NORTH BAY OPERATIONS AND MAINTENANCE FACILITY SITE ON MARE ISLAND *Action*

Water Emergency Transportation Authority
February 16, 2017 Meeting of the Board of Directors

12. CLOSED SESSION

In the event of any urgent matter requiring immediate action which has come to the attention of WETA after the agenda has been issued and which is an item appropriately addressed in Closed Session, WETA may discuss and vote whether to conduct a Closed Session under Brown Act (California Government Code Sections 54954.2(b)(2) and 54954.5).

**Action
To Be Determined**

If WETA enters into Closed Session under such circumstances, WETA will determine whether to disclose action taken or discussions held in Closed Session under the Brown Act (California Government Code Section 54957.1).

13. 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**

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

ADJOURNMENT

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.

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 California Government Code Section 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: February 16, 2017

RE: Executive Director's Report

CAPITAL PROJECT IMPLEMENTATION UPDATE

Vessel Replacement – Central Bay

The MV *Encinal* and *Harbor Bay Express II* are included in the Capital Budget for replacement as they have reached the end of their useful lives (generally 25 years) and staff has secured funding commitments for replacement vessels. In December 2013, the Board of Directors approved a contract with Aurora Marine Design (AMD) for vessel construction management services and with Kvichak Marine Industries, now Vigor Kvichak (Vigor), in April 2015 for the construction of two new replacement vessels. Vessel construction began in early September 2015.

Vessel 1 MV *Hydrus* –Commissioning and seatrials were conducted mid-January 2017. The vessel met WETA speed, noise and vibration requirements. Major systems are complete, finishing punch list items remain. Delivery to San Francisco is weather dependent.

Vessel 2 MV *Cetus* - Fabrication of the hull and cabin structures are well underway. Launch of hulls is expected in mid-February. Delivery of this vessel is anticipated in late May 2017.

Vessel Replacement/New Construction - North Bay Vallejo and Richmond

This project will construct three new high-speed vessels including one to replace the MV *Vallejo* and two to support initiation of new Richmond ferry service. In December 2015, the Board of Directors approved a contract with Fast Ferry Management for vessel construction management services. On September 1, 2016 the Board of Directors approved a contract award to Dakota Creek Industries for vessel construction. A project kick-off meeting was held on October 7. Project design, engineering work and materials ordering is progressing on schedule. The keels are projected to be laid on April 3rd. The first vessel is scheduled for delivery in December 2018.

New Vessel Construction – Central Bay Vessels 3 and 4

This project will construct two new 400-passenger vessels. On October 6, 2016 the Board of Directors approved a contract award to Vigor Kvichak for vessel construction. Progress to date has included purchase of main propulsion engines and material for hull construction. Hull construction has begun for both vessels.

MV *Pisces* Quarter-Life and Passenger Capacity Increase Project

This project provides for a general refurbishment of the vessel and will include the following components: refurbish shafts, propellers, rudders, replace bearings, replace and re-upholster seating, replace carpets, renew deck coatings, touch up interior finishes, overhaul main engines, HVAC, electrical, plumbing, emission, fire and lifesaving safety systems. In addition, the scope of work for this project includes increasing the passenger capacity from 149 to 225. On October 6, 2016 the Board of Directors approved a contract award to Marine Group Boat Works. A project kick-off meeting was held on November 11. Work is progressing on this project which is scheduled for completion in April 2017.

MV Mare Island Propulsion Train Subcomponent Replacement Project

This project provides for replacement of the major propulsion train subcomponents of the MV *MARE ISLAND*. On November 10, 2016 the Board of Directors approved a contract award to Marine Group Boat Works. A Notice to Proceed has been issued and a project Kick-Off meeting was held on November 21, 2016. On the trip to San Diego the vessel hit a wave that broke a window and caused water damage to main deck carpeting and some equipment. Marine Group has accepted responsibility and is making all required repairs. Work on the project is on schedule for completion in March 2017.

North Bay Operations and Maintenance Facility

This project constructed a new ferry operations and maintenance facility located on Mare Island in Vallejo. Construction of the facility is nearly complete. The team is working on a project close out punchlist with the construction contractors. A ribbon-cutting ceremony for the project was held on October 26, 2016. Operations and maintenance staff completed their transition into the new facility during the first week of January 2017 and are shifting focus to cleaning up and closing out the old maintenance site.

Central Bay Operations and Maintenance Facility

This project will construct a new ferry operations and maintenance facility at Alameda Point to serve as the base for WETA's existing and future central bay ferry fleet. The Board of Directors awarded a construction contract to Overaa/Power, a Joint Venture, in July 2016. Last month, the contractor completed the construction of the new seawall and was issued a Notice to Proceed with landside construction. This project is scheduled for completion in Spring 2018.

Downtown San Francisco Ferry Terminal Expansion Project

This project will expand berthing capacity at the Downtown San Francisco Ferry Terminal in order to support new and existing ferry services to San Francisco. The project also includes landside improvements needed to accommodate expected increases in ridership and to support emergency response capabilities.

On January 12, the WETA Board of Directors awarded a Construction Manager at Risk contract to Power Engineering Construction for Phase One work on this project. A Notice to Proceed has been issued for Pre-Construction Services which includes coordination with WETA during the completion of Final Design and various site investigations. A Notice to Proceed was also issued for the Early Construction Work which includes marine demolition, dredging, and pile driving. On-site construction activities are scheduled to begin May 1, 2017 and be complete in late 2019. Staff is continuing its negotiation of long-term Lease and License Agreements for the project with the Port of San Francisco consistent with the Project Memorandum of Understanding (MOU) approved in 2015 and Lease Disposition and Development Agreement approved in 2016.

SERVICE DEVELOPMENT UPDATE

Richmond Ferry Service

This service will provide an alternative transportation link between Richmond and downtown San Francisco. The conceptual design includes plans for replacement of an existing facility (float and gangway) and a phased parking plan. The WETA Board adopted a Funding Agreement and MOU with the Contra Costa Transportation Authority at its March 2015 meeting that funds the operation for a minimum period of 10 years. A contract was awarded to Ghirardelli Associates in September 2016 to provide construction management services. Staff anticipates beginning waterside construction activities in summer 2017.

All resource agency permits have been approved with the exception of an administrative BCDC permit which WETA staff has diligently been working toward through an early consultative process with BCDC staff since 2011. Staff worked with the City of Richmond, Orton Development and Ford Point LLC to develop lease and shared maintenance agreements for the terminal property. A Request For Proposal (RFP) for construction and a Project Labor Agreement were also completed. The RFP will be presented for release authorization at the February Board meeting along with a recommendation to the Board to approve the PLA. All project approvals will need to be secured by March 2017 if the project is to stay on schedule for construction this year.

Treasure Island Service

This project, which will be implemented by the Treasure Island Development Authority (TIDA), the San Francisco County Transportation Authority (acting in its capacity as the Treasure Island Mobility Management Authority), and the prospective developer, will institute new ferry service to be operated by WETA between Treasure Island and downtown San Francisco in connection with the planned Treasure Island Development Project. The anticipated start of operations would be 2022 given the current project schedule.

WETA staff is working with City of San Francisco staff to support development of this project. In that capacity, they are participating in regular meetings of the City's Technical Advisory Committee, convened to update and further develop the Treasure Island Mobility Management Program that will include a new ferry service to be provided in conjunction with the development project. Staff has developed a draft MOU for discussion with the City that would set forth the terms and conditions under which WETA would operate the future Treasure Island ferry service. The finalization and execution of the MOU for the Treasure Island service would be subject to consideration by the WETA Board.

Alameda Seaplane Lagoon Ferry Terminal

In April 2016, the Alameda City Council and WETA Board of Directors adopted a MOU defining a future service concept for western Alameda and identifying the terms and conditions under which a new Seaplane Lagoon Ferry Service would be implemented. The MOU defines roles and responsibilities for each party pertaining to the proposed construction of a new ferry terminal along Seaplane Lagoon on the former Naval Air Station at Alameda Point, future operation of the service, and the pursuit of funds necessary to support the new service. Staff will continue to work with the City to fulfill WETA's commitments under the MOU with the common goal of achieving the start of service by 2020.

Mission Bay Ferry Terminal

The Port of San Francisco released an engineering feasibility and site selection study for a future Mission Bay ferry terminal in March 2016. WETA staff participated in the study and provided input regarding ferry operations and potential service models. The Port and City of San Francisco have now begun the design and entitlement process in partnership with WETA. To support the effort, the City of San Francisco has placed \$7 million in its capital budget. A project MOU between the Port and WETA was adopted by the WETA Board in January 2017.

Redwood City Ferry Terminal

A Draft Redwood City Ferry Terminal site feasibility report was completed in 2012 in an effort to identify site opportunities, constraints and design requirements, and better understand project feasibility and costs associated with the development of a terminal and service to Redwood City. During the summer of 2016, staff from the Port, WETA and the City of Redwood City had met to redefine the project, shifting the development toward a public facility available to multiple ferry operators in advance of formal WETA service given the lack of project funds for such service at this time. This alternative development model will allow the Port and City to move forward with

construction of a terminal, allowing time for WETA and the City to advocate for operational and vessel funding for eventual WETA service. Staff has been working with City and Port officials on a project MOU. City and Port staff are reaching out to also include the San Mateo Transportation Authority which will provide funding for the design and development stages of the project as a partner in the MOU.

SYSTEM PLANS/STUDIES

Alameda Terminals Access Initiaves

The City of Alameda will be considering a residential permit program for the Harbor Bay Ferry Terminal area in March 2017. City of Alameda staff has coordinated with the Harbor Bay Master Homeowner's Association to develop a strategy for addressing overflow parking in the vicinity of the Harbor Bay Terminal. The strategy proposes to institute a residential parking permit program, thereby eliminating overflow parking on the surrounding arterial and residential streets. In addition, the Homeowner's Association requests that WETA consider a parking fee at the lot and that potential revenue from parking fees help fund a free shuttle program for Harbor Bay residents. WETA Staff has engaged a parking specialist consultant and will be evaluating potential parking fee programs, not just for Harbor Bay but for the entire WETA system. A program of systemwide parking fee program policy goals was approved by the WETA Board in November and it will be used to guide the development of a specific paid parking program for the Harbor Bay Terminal site.

At Main Street, WETA staff has worked with City staff since spring 2015 to open the Officer's Club parking lot as an overflow lot for the many riders parking on dirt lots or on the shoulders of Main Street. WETA funded a new crosswalk and minor improvements to the lot, which opened to ferry riders on May 24, 2016. Aside from parking, installation of 20 bicycle lockers at the Main Street terminal -- funded through a grant from the Bay Area Air Quality Management District -- occurred on February 22. Staff will shift its focus to additional improvements that can be made related to alternative terminal access modes such as buses, shuttles, bicycles, and pedestrian improvements after the parking improvements are underway.

Berkeley Environmental Studies

The proposed Berkeley service will provide an alternative transportation link between Berkeley and downtown San Francisco. Staff has coordinated with Federal Transit Administration (FTA) staff to discuss the process for completion of the Final EIS/EIR. FTA has indicated that it will not be able to complete the NEPA process and issue a Record of Decision because a long-term operational funding source is not available for the service at this time. Staff will work with the new Mayor and City Council of Berkeley in the coming months to review the project work to date and discuss opportunities to move this project forward in the near future.

OTHER BUSINESS

Regional Measure 3

Conversations are underway with the California State Legislature and the Metropolitan Transportation Commission (MTC) to bring a new bridge toll funding measure (Regional Measure 3) to Bay Area ballots in 2018. In anticipation of the new measure, regional and county-level agencies such as MTC and Congestion Management Agencies (CMAs) have begun discussions over priorities for programs and projects.

To date, MTC has held a workshop for its Commission in December 2016 and is about to begin a series of staff-level discussions. The Alameda County Transportation Commission adopted a list of priority projects that included the Berkeley and Seaplane Lagoon terminals along with additional vessels to support WETA service enhancement. Contra Costa, Solano and San Mateo counties will likely be developing priorities and conducting discussions with staff and elected officials over the coming year.

Strategic Plan

WETA adopted its Strategic Plan in October 2016. The Strategic Plan presents a vision for expanded and enhanced ferry service throughout San Francisco Bay. Staff is using the Strategic Plan and *Appendix A – Cost Estimate for WETA Expansion and Enhancement Plan* as the basis for Regional Measure 3 discussions. The Strategic Plan calls for a \$1.15 billion investment in the ferry network of the future. At this time, WETA has secured informal commitments for almost \$300 million in capital funding, making the unmet capital need roughly \$850 million. Sixty percent of the capital need is for vessels with the remaining balance for terminals.

At full buildout, the new WETA system will offer 15-minute or 30-minute peak service frequencies and 44 vessels serving 16 terminals throughout San Francisco Bay. The operating budget would grow from roughly \$33 million today to approximately \$144 million. Assuming WETA's strong fare box recovery and continued operational funding from Regional Measure 2, a new operating subsidy of \$49 million would be required to deliver a system that would carry five times the number of riders WETA carries today.

Renewable Diesel Initiative

The Port of San Francisco has approached Bay Area ferry operators to request that we switch to utilizing renewable diesel for the operation of our ferry vessels by the end of 2017. This request is on behalf of Mayor Lee, and is a follow-on to his initiative to convert all City fleet operations to renewable diesel. Staff is not familiar with this form of fuel and is in the beginning stages of gathering the information necessary to evaluate this request and determine whether or not it is technically possible and financially feasible and will inform the Board as we find out more information.

FTA Drug and Alcohol Program Compliance Audit

WETA received a notification letter from the FTA that it has been randomly selected for a drug and alcohol compliance audit. This visit will take place Thursday, February 16 and Friday, February 17 and will be comprised of an in-depth analysis of the federally-mandated testing programs.

CPUC Organizational Changes

Staff is monitoring CPUC reorganization efforts as they relate to transferring transportation related responsibilities to the California State Transportation Agency (CalSTA). Staff will work with Directors Breckenridge and Wunderman to engage in consultative discussions with state officials as plans are developed by the State to help ensure that planning for a ferry regulatory oversight transition is done in a manner that supports WETA's legislative authority and ability to provide safe and effective public transit service.

Emergency Response Activities Update

WETA's enabling legislation, SB 976 as amended by SB 1093, directs the agency to provide comprehensive water transportation and emergency coordination services for the Bay Area region. Staff is currently working on the following emergency response related activities:

Communications: As a part of the development of the Emergency Response Plan approved by the Board in March 2016, staff identified several action items to bolster the WETA emergency response program, including several items to refine its communication systems:

- Staff has been working with Navigating Preparedness to identify the most appropriate network for WETA's P25 radios. Currently WETA subscribes to San Francisco's City-wide Emergency Radio System (SFCERS) for the agency's P25 radio system, which provides decent coverage but lacks the ability to reach all of WETA's facilities and

locations where key WETA and Blue & Gold Fleet employees live. Navigating Preparedness is preparing an analysis to determine if the East Bay Regional Communication System (EBRCS) may provide better coverage to meet WETA's requirements. This analysis completion is expected by the end of February 2017.

- Navigating Preparedness is also working on several other items related to WETA's communication equipment including creating a communications user manual, programming WETA's P25 radios with frequencies for relevant emergency management agencies, and determining the best communication equipment for Blue & Gold's emergency communication and staff recall process.

Coast Guard Manning Requirements

In response to a 2015 USCG initiative, staff worked closely with the USCG Inspections unit (San Francisco Sector) in 2015 to review and verify the current manning levels required on WETA's fleet of vessels. As a result of this work, the WETA vessels' current manning levels remain in place; this is noted in the vessel files and on each vessel Certificate of Inspection.

Hazard Mitigation Plan

WETA is preparing a new Hazard Mitigation Plan (HMP) in accordance with the Federal Disaster Mitigation Act of 2000 (DMA 2000), which requires local governments to develop and submit HMPs as a condition of receiving Hazard Mitigation Grant Program and other mitigation project grant funding. This includes pre-disaster mitigation funding and post-disaster mitigation funding for existing WETA facilities. The essential steps of hazard mitigation are to identify and profile hazards that affect the local area surrounding existing facilities, analyze the people and facilities at risk from those hazards, and develop mitigation actions to lessen or reduce the impact of the profiled hazards. WETA staff is working with a consultant to prepare the HMP. The process includes coordination with stakeholder agencies with jurisdictions that might interface with WETA during a disaster response. The process also includes opportunity for public comment. The HMP was sent to the Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) for review and approval in October 2016. Comments on the Draft HMP were received from Cal OES in December. Cal OES completed its review of the HMP in January. The HMP was forwarded to FEMA for a subsequent review. After the FEMA approval is received, the HMP will be presented to the Board for adoption.

KEY BUSINESS MEETINGS AND EXTERNAL OUTREACH

On January 13, Lauren Gularte attended the monthly Regional Business Outreach Committee meeting.

On January 23, Nina Rannells attended the Clipper Executive Committee meeting in Oakland.

On January 26, Nina Rannells and Kevin Connolly attended the Bay Area Council Water Transit Subcommittee meeting in San Francisco.

On January 26, Lauren Gularte presented an overview of WETA's Emergency Response Plan at the San Mateo County Emergency Manager's Association meeting in Belmont. The presentation emphasized issues relevant to local law enforcement including WETA's need for security at ferry terminals and socializing the types of credentials/forms of identification ferry crews would be using in order to bypass roadblocks.

On January 26, Lauren Gularte met with Lieutenant William Fogarty, OES Director from the San Mateo County Sheriff's Office to discuss ways that WETA and San Mateo County OES can coordinate emergency preparedness and training activities.

On January 27, Nina Rannells attended the first of two workshops arranged by MTC to share information about efforts by Bay Area transportation agencies to implement shared use mobility and connected/automated vehicle systems.

On January 28 through February 1, Nina Rannells and Keith Stahnke attended the annual Passenger Vessel Association meeting in Seattle, Washington.

On January 28, Kevin Connolly attended the Alameda Home Team Forum on Alameda Development.

On January 30, Mike Gougherty attended the Young Professionals in Transportation annual kickoff event in San Francisco.

On February 1, Mike Gougherty attended the Core Capacity/Transbay Study workshop in San Francisco.

On February 7, Kevin Connolly attended the Core Capacity/Transbay Study workshop in Oakland.

On February 9, Nina Rannells attended the North Bay Transportation Officials meeting at the SolTrans facility in Vallejo.

OPERATIONS REPORT

Storm Impacts on Service

Trip cancellations have been higher than normal in recent weeks due to severe storm conditions and excessive debris in the San Francisco Bay waters. Each WETA ferry route is impacted differently by storms based upon their geographic location, operating environment, landing facilities, exposure and vessel size and type. Storm winds out of the south affect trips more than normal west winds. Currents enhanced by storm runoff when opposing the wind can create very large waves. The terminals at Harbor Bay and South San Francisco are more exposed to south winds, which affect the ability to dock and board passengers safely during storm conditions. Most North Bay vessels are larger and tend to be more stable in rough water resulting in fewer cancellations compared to smaller boats on Central Bay routes. In addition, extreme high tides and rivers at flood stage have deposited large amounts of debris into the San Francisco Bay resulting in increased mechanical incidents and vessel outages due to bent propellers or interference with water jet systems. WETA and Blue & Gold Fleet staffs are working diligently to address storm related issues as they arise and to monitor weather forecasts in efforts to proactively notify passengers when a storm may impact their daily services.

2017 Ballpark Service

WETA and Blue & Gold staff are gearing up to begin providing ferry services to AT&T Park to support the Giants' 2017 season home game schedule. Staff has prepared a 2017 season service cost projection and determined that the current Special Event Fare should be sufficient to cover the incremental cost of these services consistent with WETA's special event fare policy objective. We look forward to serving baseball fans for what we hope to be another great Giants season.

Monthly Operating Statistics - The Monthly Operating Statistics Report for December 2016 is provided as Attachment A.

END

Attachment A

Monthly Operating Statistics Report December 2016

			Alameda/ Oakland	Harbor Bay	South San Francisco	Vallejo*	Systemwide	
Boardings	<i>vs. last month</i>	Total Passengers December 2016	73,221	22,084	8,743	69,887	173,935	
		Total Passengers November 2016	78,403	25,264	11,148	71,099	185,914	
		Percent change	-6.61%	-12.59%	-21.57%	-1.70%	-6.44%	
	<i>vs. same month last year</i>	Total Passengers December 2016	73,221	22,084	8,743	69,887	173,935	
		Total Passengers December 2015	66,487	21,508	7,956	64,838	160,789	
		Percent change	10.13%	2.68%	9.89%	7.79%	8.18%	
	<i>vs. prior FY to date</i>	Total Passengers Current FY To Date	630,610	155,706	65,466	515,526	1,367,308	
		Total Passengers Last FY To Date	603,329	149,499	59,867	490,050	1,302,745	
		Percent change	4.52%	4.15%	9.35%	5.20%	4.96%	
			Avg Weekday Ridership December 2016	2,818	1,004	397	2,853	7,072
	Ops Stats		Passengers Per Hour	126	156	51	125	119
			Revenue Hours	583	142	171	560	1,456
		Revenue Miles	6,746	3,144	2,722	15,145	27,757	
Fuel		Fuel Used (gallons)	37,459	11,149	15,613	121,255	185,476	
		Avg Cost per gallon	\$1.95	\$1.95	\$1.95	\$2.28	\$2.17	

* Vallejo ridership includes ferry + Route 200 bus passengers. December bus ridership totaled 5,329.

MEMORANDUM

TO: Board Members

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

**SUBJECT: Monthly Review of FY 2016/17 Financial Statements for Six Months
Ending December 31, 2016**

Recommendation

There is no recommendation associated with this informational item.

Summary

This report provides the attached FY 2016/17 Financial Statements for six months ending December 31, 2016.

Operating Budget vs. Actual

	Prior Actual	Current Budget	Current Actual
Revenues - Year To Date:			
Fare Revenue	8,506,831	9,168,947	9,568,549
Local Bridge Toll Revenue	5,754,247	9,864,416	6,377,473
Other Revenue	141,627	199,426	1,050
Total Operating Revenues	14,402,704	19,232,789	15,947,072
Expenses - Year To Date:			
Planning & Administration	1,285,056	1,512,329	951,272
Ferry Services	13,117,647	17,720,460	14,995,800
Total Operatings Expenses	14,402,704	19,232,789	15,947,072
System-Wide Farebox Recovery %	65%	52%	64%

Capital Actual and % of Total Budget

	YTD Actual	% of FY 2016/17 Budget
Revenues:		
Federal Funds	13,054,995	36.73%
State Funds	16,039,014	31.48%
Bridge Toll Revenues	6,472,044	23.12%
Other Local Funds	1,123,921	43.41%
Total Capital Revenues	36,689,973	31.34%
Expenses:		
Total Capital Expenses	36,689,973	31.34%

Fiscal Impact

There is no fiscal impact associated with this informational item.

END

San Francisco Bay Area Water Emergency Transportation Authority
FY 2016/17 Statement of Revenues and Expenses
For Six Months Ending 12/31/2016

% of Year Elapsed of Year Elapsed 50%

	Current Month	Year - To - Date			% of Year	% of
		FY2015/16 Actual	FY 2016/17 Budget	FY 2016/17 Actual	FY 2016/17 Total	Total Budget
OPERATING EXPENSES						
<u>PLANNING & GENERAL ADMIN:</u>						
Wages and Fringe Benefits	\$82,584	\$600,659	\$715,836	\$464,868	1,420,000	32.7%
Services	88,554	656,407	858,751	518,306	1,703,500	30.4%
Materials and Supplies	1,623	6,126	33,271	8,554	66,000	13.0%
Utilities	1,940	9,918	13,611	8,458	27,000	31.3%
Insurance	-	-	14,115	1,178	28,000	4.2%
Miscellaneous	16,203	38,355	115,441	119,289	229,000	52.1%
Leases and Rentals	30,127	145,642	162,827	162,173	323,000	50.2%
Admin Overhead Expense Transfer	(50,100)	(255,348)	(401,523)	(331,555)	(796,500)	41.6%
Sub-Total Planning & Gen Admin	\$170,931	\$1,201,759	\$1,512,329	\$951,272	3,000,000	31.7%
<u>FERRY OPERATIONS:</u>						
<u>Harbor Bay FerryService</u>						
Purchased Transportation	104,264	\$766,757	\$936,081	\$752,844	1,856,900	40.5%
Fuel - Diesel & Urea	21,791	143,903	227,908	133,418	452,100	29.5%
Other Direct Operating Expenses	40,483	180,354	284,015	184,926	563,400	32.8%
Admin Overhead Expense Transfer	6,320	34,032	51,923	42,230	103,000	41.0%
Sub-Total Harbor Bay	\$172,859	\$1,125,046	\$1,499,928	\$1,113,417	2,975,400	37.4%
Farebox Recovery	69%	60%	50%	67%	50%	
<u>Alameda/Oakland Ferry Service</u>						
Purchased Transportation	434,568	\$2,865,587	\$3,605,795	\$3,757,022	7,152,800	52.5%
Fuel - Diesel & Urea	73,218	495,266	1,015,226	538,270	2,013,900	26.7%
Other Direct Operating Expenses	106,921	374,993	770,128	516,977	1,527,700	33.8%
Admin Overhead Expense Transfer	21,276	111,792	170,389	137,912	338,000	40.8%
Sub-Total Alameda/Oakland	\$635,982	\$3,847,638	\$5,561,539	\$4,950,181	11,032,400	44.9%
Farebox Recovery	49%	69%	52%	64%	52%	
<u>Vallejo FerryService</u>						
Purchased Transportation	\$731,478	\$4,746,139	\$5,227,566	\$4,977,631	10,369,900	48.0%
Fuel - Diesel & Urea	276,751	1,531,931	2,577,563	1,897,049	5,113,100	37.1%
Other Direct Operating Expenses	112,900	488,239	783,487	595,287	1,554,200	38.3%
Admin Overhead Expense Transfer	19,204	91,182	150,981	127,584	299,500	42.6%
Sub-Total Vallejo	\$1,140,333	\$6,857,491	\$8,739,597	\$7,597,552	17,336,700	43.8%
Farebox Recovery	58%	70%	59%	68%	59%	
<u>South San Francisco FerryService</u>						
Purchased Transportation	\$144,790	\$1,003,061	\$1,329,337	\$942,380	2,637,000	35.7%
Fuel - Diesel & Urea	30,518	182,168	290,518	182,238	576,300	31.6%
Other Direct Operating Expenses	36,863	167,198	271,312	186,204	538,200	34.6%
Admin Overhead Expense Transfer	3,300	18,342	28,230	23,829	56,000	42.6%
Sub-Total South San Francisco	\$215,470	\$1,370,769	\$1,919,397	\$1,334,651	3,807,500	35.1%
Farebox Recovery	33%	29%	23%	37%	23%	
Total Operating Expenses	\$2,335,576	\$14,402,703	\$19,232,789	\$15,947,072	38,152,000	41.8%
OPERATING REVENUES						
Fare Revenue	\$1,161,698	\$8,506,831	\$9,168,947	\$9,568,549	18,188,400	52.6%
Local - Bridge Toll	1,173,877	5,754,246	9,864,416	6,377,473	19,568,000	32.6%
Local - Alameda Tax & Assessment	-	-	199,426	-	395,600	0%
Local - Other Revenue	-	141,627	-	1,050	-	0%
Total Operating Revenues	\$2,335,576	\$14,402,703	\$19,232,789	\$15,947,072	38,152,000	41.8%

San Francisco Bay Area Water Emergency Transportation Authority
FY 2016/17 Statement of Revenues and Expenses
For Six Months Ending 12/31/2016

Project Description	Current Month	Project Budget	Prior Years Actual	FY2016/17 Budget	FY2016/17 Actual	Future Year	% of Total Project Budget
CAPITAL EXPENSES							
FACILITIES:							
Maintenance and Operations Facilities							
North Bay Operations & Maintenance Facility	\$138,286	\$31,082,000	\$28,592,897	\$2,489,103	\$892,012	\$0	95%
Central Bay Operations & Maintenance Facility	3,229,559	69,500,000	4,425,134	32,962,866	13,706,552	32,112,000	26%
Terminal Improvement							
Electronic Bicycle Lockers	-	79,500	46,661	32,839	-	-	59%
Terminal Access Improvement	-	250,000	67,528	182,472	2,318	-	28%
Replace Terminal Fendering - East Bay Terminals	-	92,000	-	92,000	-	-	0%
FERRY VESSELS:							
Major Component Rehabilitation / Replacement							
Selective Catalyst Reduction (SCR) System Overhaul	426	1,400,000	61,008	1,338,992	23,882	-	6%
Major Component Rehabilitation - Solano	1,365	430,000	-	430,000	7,066	-	2%
Vessel Engine Overhaul - Bay Breeze	-	650,000	-	650,000	-	-	0%
Vessel Engine Overhaul - Scorpio	86,700	625,000	-	625,000	87,630	-	14%
Major Component & Waterjets Rehab - Mare Island	1,086,199	3,600,000	-	3,600,000	1,115,688	-	31%
Vessel Mid-Life Repower/Refurbishment							
Vessel Qtr-Life Refurb & Capacity Increase - Gemini	-	3,507,000	2,053,446	1,453,554	1,276,742	-	95%
Vessel Qtr-Life Refurb & Capacity Increase - Pisces	497,484	4,100,000	-	4,100,000	1,219,918	-	30%
Vessel Qtr-Life Refurburbishment - Taurus	681	2,400,000	-	2,400,000	2,750	-	0%
Vessel Expansion/Replacement							
Purchase Replacement Vessel - Express II & Encinal	44,272	33,951,000	19,724,430	14,226,570	4,615,956	-	72%
Purchase Replacement Vessel - Vallejo	3,309,280	23,372,000	56,940	8,447,060	3,350,322	14,868,000	15%
CAPITAL EQUIPMENT / OTHER:							
Purchase Heavy Duty Forklift	-	105,000	-	105,000	81,616	-	78%
Purchase Utility Vehicles	-	50,000	-	50,000	42,201	-	84%
CCTV and LCD Network Integration	452	400,000	-	300,000	989	100,000	0%
SERVICE EXPANSION:							
Terminal/Berthing Expansion Construction							
Downtown Ferry Terminal Expansion - South Basin	257,224	79,580,000	5,569,989	8,279,011	2,857,140	65,731,000	11%
Richmond Ferry Terminal	142,382	18,000,000	1,383,228	4,403,772	692,948	12,213,000	12%
Expansion Ferry Vessels							
Richmond Ferry Vessels - 2 each	6,618,560	46,745,000	105,789	16,897,211	6,690,750	29,742,000	15%
Two New 400-Passenger Vessels	8,806	33,400,000	-	14,000,000	23,492	19,400,000	0%
Total Capital Expenses	\$15,421,676	\$353,318,500	\$62,087,050	\$117,065,450	\$36,689,973	\$174,166,000	
CAPITAL REVENUES							
Federal Funds	\$4,010,965	\$67,154,384	\$13,093,526	\$35,539,068	\$13,054,995	\$18,521,790	39%
State Funds	8,350,267	221,811,825	37,429,974	50,946,164	16,039,014	133,435,687	24%
Local - Bridge Toll	3,054,458	58,233,891	8,584,455	27,990,913	6,472,044	21,658,523	26%
Local - Alameda Sales Tax Measure B / BB	5,534	4,950,000	2,949,095	2,000,905	1,122,932	-	82%
Local - Alameda TIF / LLAD	452	18,400	-	18,400	989	-	5%
Local - San Francisco Sales Tax Prop K	-	1,100,000	-	550,000	-	550,000	0%
Local - Transportation Funds for Clean Air	-	50,000	30,000	20,000	-	-	60%
Total Capital Revenues	\$15,421,676	\$353,318,500	\$62,087,050	\$117,065,450	\$36,689,973	\$174,166,000	

MEMORANDUM

TO: Board Members

**FROM: Peter Friedmann, WETA Federal Legislative Representative
Ray Bucheger, WETA Federal Legislative Representative**

SUBJECT: WETA Federal Legislative Board Report – February 7, 2017

This report covers the following topics:

1. Continuing to Lay Groundwork for Any Future Transportation Infrastructure Bill
 - a. Timing of a Possible Transportation Infrastructure Bill
 - b. Will Congress Bring Back Earmarks?
2. Timing of the Next Round of FTA Funding

Continuing to Lay Groundwork for Any Future Transportation Infrastructure Bill

We continue to assemble a coalition of key stakeholders to support our efforts to increase funding for ferries as part of any transportation infrastructure package promoted by President Trump and taken up by Congress later this year. We have been proactive in reaching out to our friends in labor and working to get other public ferry systems aligned with our objectives which are focused on increasing funding for the Federal Highway Administration (FHWA) formula grant program and moreso on increasing funding for the Federal Transit Administration (FTA) discretionary grant program. The latter would likely yield more money to WETA over the long term than would an increase in funding for the FHWA program. To that point, only \$30 million is available each year for which all public ferry systems compete. WETA has received two FTA grants totaling \$7 million since the program was created with the size of WETA's requests for funding directly correlated to the relatively small amount of money available. Increasing the level of funding for this program would increase the potential for larger funding requests and even more funding for WETA down the road.

Timing of a Possible Transportation Infrastructure Bill

It should be noted that several members of Congress from the Bay Area and Washington State are members of Congressional committees that will be writing any transportation bill and are therefore in a position to advocate for our interests. While we have been meeting with Congressional staff since before the election, it could be several months before there is any real action on transportation. There continues to be a lot of support in Washington, DC for additional transportation funding. However, any transportation infrastructure bill will take a back seat to confirmation of Trump's cabinet nominees, Congressional Republicans' regulatory (roll-back) agenda, the (possible) dismantling of the Affordable Care Act, and the debate over tax reform. Nonetheless, we will continue to advocate forcefully for additional funding for passenger ferries.

Will Congress Bring Back Earmarks?

Any transportation infrastructure bill taken up by Congress would likely not include funding for specific projects. While there has been some discussion in Congress of bringing back earmarks, the reality is that the earmark ban is likely to remain in place for the foreseeable future. Instead, Congress is likely to increase funding for existing formula programs and discretionary grant programs; hence our strategy to

increase funding for the FHWA ferry formula program and the FTA discretionary grant program. With that being said, if under the unlikely scenario that earmarks do make a comeback and individual projects are included in the bill, the projects that are funded will not necessarily be plucked from any lists that have been submitted to the Trump Administration. Ultimately, the members of Congress sitting on the Committees of jurisdiction will decide which projects receive funding, and their priorities will closely align with the priorities of their constituents. While we are not expecting any transportation infrastructure bill to include specific projects, we are prepared to lobby the Bay Area and Washington State Congressional delegation for inclusion of WETA-specific projects.

Timing of the Next Round of FTA Funding

Elaine Chao has been confirmed to be the Secretary of Transportation, but the United States Senate has been slow to confirm the rest of the President's cabinet nominees and that will delay the nominations and confirmations of sub-cabinet positions, including the Administrator of the Federal Transit Administration (FTA). In fact, there may not be a permanent FTA Administrator in place until much later this year. While we remain on the lookout for FTA's next Notice of Funding Availability (NOFA) for the ferry grant program, it is unlikely to be released until a new FTA Administrator is in place.

Because of the expected late timing of the NOFA release, it is highly likely that FTA will combine FY17 and FY18 funding. This means that rather than competing for \$30 million in funding, WETA will be competing for \$60 million in funding. Given the larger sum of money available, we will work with WETA to develop an appropriately sized funding request. When the NOFA is finally released, we will work with the Congressional delegation to convey support to FTA for whatever project WETA seeks funding.

END

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY
MINUTES OF THE BOARD OF DIRECTORS MEETING

(January 12, 2017)

The Board of Directors of the San Francisco Bay Area Water Emergency Transportation Authority met in regular session at the Port of San Francisco, Pier 1 in San Francisco, CA.

1. CALL TO ORDER – BOARD CHAIR

Chair Jody Breckenridge called the meeting to order at 1:01 p.m.

2. ROLL CALL

Chair Breckenridge, Director Timothy Donovan, and Director Anthony Intintoli were in attendance.

3. REPORT OF BOARD CHAIR

No report from Board Chair.

4. REPORTS OF DIRECTORS

No reports from Directors.

5. REPORTS OF STAFF

Executive Director Nina Rannells shared her written report with Directors and welcomed questions. She said she and Chair Breckenridge had met with Assemblymembers David Chiu and Jim Frazier in Sacramento. Ms. Rannells said she also met with Senators Nancy Skinner and Scott Wiener during the same trip. She reported that all of the meetings had been positive and added that she would be following up with Directors in the coming weeks to arrange for their participation in additional meetings.

Operations Manager Keith Stahnke provided an overview of service operations for the first few weeks of the new year which included a BART transbay commute period service disruption and several strong storm events that caused some WETA ferry service disruptions and cancellations.

Vice Chair James Wunderman joined the meeting at 1:09 p.m.

6. CONSENT CALENDAR

There was Board consensus to vote on the Consent Calendar as a whole rather than voting on each item individually.

Director Intintoli made a motion to approve the consent calendar which included:

- a. Board Meeting Minutes – December 8, 2016
- b. Authorize Filing Applications for FY 2016/17 through FY 2019/20 Federal Transit Administration Formula Program Funds to Support Various Capital Projects
- c. Authorize Filing an Application with the Metropolitan Transportation Commission for Regional Measure 2 Capital Funds to Support the Downtown San Francisco Ferry Terminal Expansion Project
- d. Authorize Release of a Request for Proposals for the MV *Taurus* Quarter-Life Refurbishment Project

PUBLIC COMMENT

President of Tideline Marine Group Nathan Nayman said he did not see the question he asked at the December meeting regarding a vessel that was being relocated to San Diego for some work reflected in the December meeting minutes.

Chair Breckenridge asked that the December Board Meeting minutes be amended to include Mr. Nayman's question. Ms. Rannells said the update he had requested could be found in the January Executive Director's Report included in the current Board packet and presented earlier in the meeting. Chair Breckenridge asked Mr. Nayman to advise at the end of the meeting, during the Open Time for Public Comments for Non-Agenda Items, if he required further information after reading the update.

Director Donovan seconded the motion to approve the consent calendar with the amendment to the December minutes and the item carried unanimously.

Yeas: Breckenridge, Donovan, Intintoli, Wunderman. Nays: None. Absent: DelBono.

7. AWARD CONSTRUCTION MANAGER AT RISK CONTRACT FOR PHASE ONE WORK TO POWER ENGINEERING CONSTRUCTION FOR THE DOWNTOWN SAN FRANCISCO FERRY TERMINAL EXPANSION PROJECT

Senior Planner Mike Gougherty presented this item to award a Construction Manager at Risk contract for Phase One work to Power Engineering Construction for the Downtown San Francisco Ferry Terminal Expansion Project. Mr. Gougherty provided a history and overview of the project, the bid solicitation process, the bidders' responsiveness, and the evaluation committee's scoring and final recommendation processes. He said the evaluation committee recommendation decision had been unanimous.

The Board discussed concerns that the Power Engineering Construction price was \$2 million more than one of the other bidder's proposals. Directors also discussed the risk and ultimate costs for this sensitive project and its tight in-water construction timelines.

PUBLIC COMMENT

Harry Stewart, Mike Edde and Molly Jacobson from The Dutra Group spoke in opposition to the award recommendation and requested that the contract be awarded instead to The Dutra Group because their price was \$2 million less than the Power Engineering Construction price and they were equally qualified. During their comments, they referred to letters of support which reiterated their requests that the Board had received from members of the public via email.

Veronica Sanchez said that she and her colleagues at Masters, Mates & Pilots and at Westar Marine Services were strongly in favor of the staff award recommendation.

Director Intintoli said he shared the concerns about the \$2 million difference in price, but that he also respected the process that the Board had approved which had been undertaken by the evaluation committee. He then made a motion to approve the recommended award. No second was offered.

It was suggested that the Board discuss the item further in a closed session or defer the item to the February meeting to provide time for further discussions prior to the award. Board legal counsel Danielle Gensch emphasized that the scoring had been conducted in confidential deliberations per WETA's administrative code.

Vice Chair Wunderman made a motion to move the discussion about the item into closed session later in the agenda with Ms. Gensch's assent. Ms. Gensch said a short recess would allow her to confirm that a closed session to discuss the scoring of the bids was permissible. The Board said a short recess

would also allow them to further review the comments they had received from the public about the award recommendation.

The Board recessed the meeting from 2:18 p.m. to 2:25 p.m. Upon reconvening, Ms. Gensch explained that the scoring sheets were subject to confidentiality obligations and part of the deliberative process privilege. She said it was permissible for the Board to go into closed session to review the scoring sheets and that no redactions were required to support that process. Chair Breckenridge and Ms. Gensch clarified that the Board did not have the authority to award the contract to Dutra but that they did have the option to reject the award recommendation and direct staff to go out to bid again for the project or to defer a vote on the award with a consensus on a clear objective for doing so. It was understood that starting the procurement over would create considerable project delays.

Director Donovan made a motion to re-order the agenda. The Board agreed to move the discussion about Item 7 into closed session and to re-order the remaining agenda items to allow meeting attendees to hear their items and comment prior to convening into closed session. Item 8 was deferred until after the closed session due to its relationship to Item 7 and Items 9, 10 and 12 were moved up in the agenda. Director Intintoli seconded the motion and the agenda was reordered to support the closed session for Agenda Item 7.

8. APPROVE ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE PORT OF SAN FRANCISCO FOR THE DEVELOPMENT OF A MISSION BAY FERRY LANDING

Planning & Development Manager Kevin Connolly presented this item to approve entering into a Memorandum of Understanding (MOU) with the Port of San Francisco for the development of a Mission Bay Ferry Landing Project. Mr. Connolly explained that this MOU was for the first phase of the project which included planning, design, entitlement and funding. He said the Port of San Francisco was the lead on the project and the Port Commission had already approved the MOU.

Director Intintoli made a motion to approve the item.

Director Donovan seconded the motion and the item carried unanimously.

Yeas: Breckenridge, Donovan, Intintoli, Wunderman. Nays: None. Absent: DeIBono.

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

Matt Hochstetler addressed the Board regarding his experience with the Tiburon ferry service operated by Blue & Gold and expressed frustration about delays and service interruptions he and other commuters have been experiencing during the transition of the Tiburon service from Blue & Gold Fleet to Golden Gate Ferry. He presented a petition to WETA Directors, signed by 165 Tiburon commuters, asking that staff review vessel activity to find WETA vessels to loan to Blue & Gold Fleet to make their Tiburon commute service more reliable and efficient. Mr. Hochstetler said he had been told the service would transfer to Golden Gate Ferry by the end of January but was not confident that this would happen.

Ms. Rannells said that she understood that the Golden Gate Bridge, Highway and Transportation District Board was scheduled to vote on the service transfer on January 27. The Board asked that staff review the WETA vessel schedule to see if there were any vessels that could be loaned to Blue & Gold Fleet during commute periods to improve the Tiburon service until the transfer to Golden Gate Ferry takes place. Ms. Rannells clarified that when Blue & Gold Fleet had the large capacity boat, the MV *Zelinsky*, it had been common for WETA to swap one of their smaller capacity vessels with it to be used by Blue & Gold Fleet for their Tiburon service. She noted that Blue & Gold Fleet sold the MV *Zelinsky* and it is therefore no longer available to swap with WETA vessels.

Graham Pugh from Amtrak San Joaquin, operated by the San Joaquin Joint Powers of Authority, said Amtrak would like to partner with WETA to increase transit options for travelers. He said this could be done by improving wayfinding at stations and terminals and collaborating on collateral.

10. CLOSED SESSION

To continue their earlier discussion about Item 7 as agreed, the Board went into closed session at 2:44 p.m. and returned at 3:40 p.m. The Board reported that no action had been taken during the closed session.

Director Intintoli made a motion to approve the award to Power Engineering Construction for the Downtown San Francisco Ferry Terminal Expansion Project.

Vice Chair Wunderman seconded the motion and the item carried unanimously.

Yeas: Breckenridge, Donovan, Intintoli, Wunderman. Nays: None. Absent: DelBono.

11. APPROVE AMENDMENT NO. 4 TO AGREEMENT WITH ROMA DESIGN GROUP FOR DESIGN AND ENGINEERING SERVICES FOR THE DOWNTOWN SAN FRANCISCO FERRY TERMINAL EXPANSION PROJECT

Mr. Gougherty presented this item to approve an Amendment to Agreement 10-005 with Roma Design Group for design and engineering services for the downtown San Francisco Ferry Terminal Expansion Project.

Director Intintoli made a motion to approve the item.

Director Donovan seconded the motion and the item carried.

Vice Chair Wunderman said he would abstain from voting on the item because Roma Design Group was a member of the Bay Area Council.

Yeas: Breckenridge, Donovan, Intintoli. Nays: None. Abstain: Wunderman. Absent: DelBono.

All business having been concluded, the meeting was adjourned at 3:44 p.m.

Respectfully Submitted,
Board Secretary

MEMORANDUM

TO: Board Members

**FROM: Nina Rannells, Executive Director
Chad Mason, Senior Planner**

SUBJECT: Richmond Ferry Terminal Project Update

Recommendation

There is no action requested of the Board with this informational item.

Discussion

The Richmond Ferry Terminal project would establish a new ferry route between the existing San Francisco Ferry Terminal and a new ferry terminal on the Ford Peninsula in the City of Richmond. The design includes plans for replacement of an existing facility and landside improvements including public access and parking lot expansion. The WETA Board adopted a Funding Agreement and Memorandum of Understanding with the Contra Costa Transportation Authority at its March 2015 meeting that funds the operation for a minimum period of 10 years.

Staff has developed a plan that would allow WETA to start construction of the project in 2017 and open the new facilities for use as early as 2018. The plan includes the following actions and activities in 2017.

2017
Release Design Build Construction Services Request for Proposals (RFP)
Execute Project Labor Agreement
Execute Lease/Use Agreements with City of Richmond and others for the terminal site
Finalize Project Permits (RWQCB, BCDC, USACOE)
Award Contract for Design Build Construction Services
Groundbreaking Ceremony/Start Construction

Staff will provide a project update and overview of the upcoming activities, as outlined in the above schedule, at the Board Meeting.

Fiscal Impact

There is no fiscal impact associated with this informational item.

END

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Executive Director

SUBJECT: Approve a Project Labor Agreement for Construction of the Richmond Ferry Terminal Project

Recommendation

Approve a Project Labor Agreement (PLA) for construction of the Richmond Ferry Terminal Project and authorize the Executive Director to negotiate and execute the final agreement and take other such related actions to support this project.

Background

A PLA is a form of pre-hire agreement which is negotiated between a construction project owner and the local building and trades labor unions in the project area in order to promote efficiency of construction operations. A PLA is contractually binding and becomes a part of the bid specification that all winning contractors must follow. Once executed, a PLA remains in effect for the duration of project construction.

In 2013, the Board of Directors directed staff to work with county building trades councils in the San Francisco Bay Area to develop a standard form of PLA for use in conjunction with large construction projects, such as the North Bay Operations and Maintenance Facility, Central Bay Operations and Maintenance Facility, Richmond Ferry Terminal, and the Downtown San Francisco Terminal Expansion. In December 2013, the Board of Directors approved a Model Project Labor Agreement (PLA) to serve as the agency's template in developing project-specific PLAs. This model agreement was used as the basis for PLAs subsequently executed between WETA and various building trades councils including the Napa-Solano Building Trades Council for the North Bay Operations and Maintenance Facility, the Alameda County Building and Construction Trades Council for the Central Bay Operations and Maintenance Facility, and the San Francisco Building and Construction Trades Council for the Downtown San Francisco Ferry Terminal Expansion Project

Discussion

WETA has worked with the Contra Costa Building & Construction Trades Council to develop a PLA for the Richmond Ferry Terminal Project (provided as **Attachment A**) based on WETA's Model PLA. The objective of the proposed agreement is to advance the public interest of promoting labor harmony and project efficiency during construction of the project. In support of these goals, the proposed PLA:

- Provides for uniformity in bidding work by identifying pre-established wages, work rules, and benefits for the multiple crafts employed on a project;
- Establishes a pre-job conference with all affected parties to review and clarify the work assignments up-front in order to avoid conflicts during construction;

- Identifies roles, responsibilities and procedures for addressing work disputes that may arise during construction in a timely and expeditious manner;
- Prohibits work stoppages, strikes and lockouts at the project construction site and identifies a process for expedited arbitration and resolution in the event of a breach of this provision; and
- Identifies various mechanisms for labor and management cooperation on matters of mutual interest and concern such as productivity, quality of work, safety and health.

If approved by the Board, the Agreement would be between WETA and the Contra Costa Building & Construction Trades Council, and its signatory unions, for construction work to be performed by any of these groups on the project. The winning project construction contractor/employer, and any subcontractors, would be required to comply with and be bound by the Agreement through a Letter of Assent. This agreement has received approval locally from the Contra Costa Building & Construction Trades Council members and nationally from North America's Building Trades Unions.

Fiscal Impact

There is no fiscal impact associated with this item.

END

PROJECT LABOR AGREEMENT
FOR CONSTRUCTION OF THE SAN FRANCISCO BAY AREA WATER
EMERGENCY TRANSPORTATION AUTHORITY RICHMOND FERRY TERMINAL
PROJECT

This Agreement is entered into this ___ day of _____, 2017 by and between the San Francisco Bay Area Water Emergency Transportation Authority (hereinafter, the "WETA" or "Owner"), together with contractors and/or subcontractors, who become signatory to this Agreement by signing the "Letter of Assent" (Addendum A) (all of whom are referred to herein as "Contractors/Employers"), and the Contra Costa Building & Construction Trades Council ("Council") and its affiliated local Unions that have executed this Agreement (all of whom are referred to collectively as "Union" or "Unions").

The purpose of this Agreement is to promote efficiency of construction operations during construction of the WETA Richmond Ferry Terminal Project (defined below) by providing for the orderly and peaceful settlement of labor disputes and grievances without strikes, work stoppages or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, WETA has developed a project to construct a new Richmond ferry terminal for use in providing new public transit ferry service between the cities of Richmond and San Francisco; and

WHEREAS, this Agreement is intended solely for WETA's Richmond Ferry Terminal Project (the "Project"); and

WHEREAS, the timely and successful completion of the Project is of the utmost importance to WETA and the general public; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions signatory to this Agreement employed by contractors and subcontractors who are also signatories to this

Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, there is the potential for work disruption that could negatively impact the continuity of work and the Project schedule; and

WHEREAS, the interests of the general public, WETA, the Unions and Contractor/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, WETA, the Contractor/Employer(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the parties hereto are committed to constructing the Project safely and efficiently and the Unions are committed to staffing Project work with qualified craft workers; and

WHEREAS, the Project is funded with various grant funds and, as such, is subject to and must comply with a variety of local, regional, state and federal regulations imposed as a result of such funding sources; and

WHEREAS, this Agreement will be an exhibit to the contract for construction of the Project to be awarded by WETA in accordance with applicable provisions of the California Public Contract Code, Federal, State and local regulations, ordinances and laws; and

WHEREAS, WETA has the absolute right to select as its prime contractor the entity offering the best value to WETA; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I

DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Apprentice" means an individual registered and participating as an apprentice in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

1.3 "Construction Contract" means the public works or improvement contract(s) awarded by WETA for WETA's Richmond Ferry Terminal Project construction after execution of this Agreement that are necessary to complete the Project, including subcontracts at any tier, with respect to the Project work.

1.4 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise and enters into a contract with WETA or its Project Manager or any of its contractors or subcontractors at any tier, with respect to the construction of any part of the Project under

contract terms and conditions approved by WETA and which incorporate this Agreement.

1.5 "Council" means the Contra Costa Building & Construction Trades Council and its affiliated local Unions.

1.6 "Letter of Assent" means the document, as set forth in Addendum A hereto, that formally binds the Contractor/Employer(s) to comply with all the terms and conditions of this Agreement and that operates as a pre-condition to performing work on the Project.

1.7 "Master Labor Agreement" or "MLA" means the Master Collective Bargaining Agreement of each craft Union signatory hereto, as listed in Addendum B, and a copy of which shall be submitted to WETA by the Council with its executed copy of this Agreement and retained on file with WETA for the duration of the project.

1.8 "Project" means the public work or improvement for the construction of the Richmond Ferry Terminal Project in Richmond, California. WETA and the Council may mutually agree in writing to add additional components to the scope of work of the Project covered under this PLA.

1.9 "Project Manager" means the person(s) or business entity(ies) designated by WETA to oversee all phases of construction on the Project and to oversee the implementation of this Agreement and who works under the guidance of WETA's Authorized Representative.

1.10 "Trust Agreement" means an agreement for an established vacation, pension or other form of deferred compensation plan, apprenticeship and health benefit funds established by an applicable Master Labor Agreement as set forth in Section 9.1.

1.11 "Union" or "Unions" means the Contra Costa Building & Construction Trades Council ("the Council") and any affiliated labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

1.12 "WETA" or "Owner" means the San Francisco Bay Area Water Emergency Transportation Authority and its public employees, including managerial personnel.

ARTICLE II

SCOPE OF AGREEMENT

2.1 **Parties:** The Agreement shall apply to and is limited to all Contractors/ Employer(s) performing Construction Contracts (including subcontracts at any tier on the Project) who must execute a Letter of Assent, WETA, the Council and the Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

2.2 **Project Description:** The Agreement shall govern all Construction Contracts for the Project, as defined in Article 1 above. Once a Construction Contract is completed, it is no longer covered by this Agreement. For the purposes of this Agreement, a Construction Contract shall be considered completed upon the filing of a Notice of Completion, or as otherwise provided by applicable State law.

2.3 **Covered Work:** This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, painting or repair of buildings, structures and other works, and related activities for the Project, including geotechnical and exploratory drilling, and landscaping and temporary fencing that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, and including, without limitation to the following examples, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, modular furniture installation, and on-site soils and material inspection and testing to be performed to complete the Project. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed after Completion unless it is performed by WETA employees or by a WETA contractor for service and maintenance operations.

2.3.2 This Agreement covers all on-site fabrication work over which WETA, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.) Additionally, it is agreed hereby that this Agreement covers any off-site work, including fabrication work necessary for the Project defined herein that is covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement, to the fullest extent allowed by law.

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent allowed by law and by prevailing wage determinations of the California Department of Industrial Relations. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to WETA within ten (10) days of written request or as required by bid specifications.

2.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XII and XIII of this Agreement shall apply to such work.

2.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work. However, it is recognized that installation of specialty items which may be furnished by the general Contractor/Employer(s) shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role. Should a vendor insist that its own personnel must perform installation in order to protect the manufacturer warranty, WETA shall advise the Council and the WETA and the Council will meet and confer to find a resolution. Should WETA and the Council be unable to find a resolution, the vendor's claim shall be subject to the grievance arbitration procedure, in which case the vendor must show; that this requirement is consistent with the original equipment manufacturer or vendor's standard warranty agreement for such equipment and is consistent with industry practice in the geographic area regarding the particular material or equipment involved, and that the construction persons available for employment under this Agreement are not capable of performing the installation with or without further training; provided, however, that any additional training shall not affect critical path items on the Project. In such instances all other provisions of this Agreement shall apply.

2.6 Exclusions

(1) The Agreement shall be limited to construction work on the Project.

(2) The Agreement is not intended to, and shall not affect or govern the award of public works contracts by WETA which are not included in the Project.

(3) The Agreement shall not apply to a Contractor/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing MLAs), staff engineers or other professional engineers, administrative and management.

(4) This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their

contractors.

(5) Except as otherwise permitted herein, the Agreement shall not apply to service contracts or operation, inspection, testing or maintenance contracts entered into by WETA, including any such contract relating to the Project or to other WETA owned or operated facilities or services after completion of the Project.

(6) The Agreement shall not apply to officers or employees of WETA or of State and local public agencies.

(7) The Agreement shall not apply to the work or persons or firms that perform consulting, planning, scheduling, design, environmental consulting, geological consulting, construction management, legal or similar professional consulting services related to the Project.

(8) The Agreement shall not apply to the furnishing of supplies, equipment or materials that are stockpiled for later use.

(9) The Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.7 Award of Contracts: It is understood and agreed that WETA shall have the absolute right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

ARTICLE III

EFFECT OF AGREEMENT

3.1 Notwithstanding anything to the contrary in this Agreement, the Agreement shall not become effective until it is approved and signed by: WETA and the Council. By executing the Agreement, all parties agree to be bound by each and every provision of the Agreement.

3.2 By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the

commencement of work by executing the **Letter of Assent** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a pre-condition of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a contractor may not be evaded by subcontracting.

3.4 Each Contractor/Employer(s) shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either seven (7) days of entering such subcontract or before such Contractor/Employer(s) commences work on the Project, whichever occurs first. Such notice shall specify the name, address and the California State License Board license number of the subcontractor(s). Written notice at a preconstruction conference, as described in Section 5.1 of the Agreement, shall be deemed written notice under this provision for those subcontractor(s) listed at the preconstruction conference only.

3.5 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor/Employer(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement.

3.6 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.7 The provisions of this Agreement, including MLAs, which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a MLA and is not covered by this Agreement, the provisions of the applicable MLA shall prevail.

3.8 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, a Contractor/Employer will not be obligated to sign any local, area, or national collective bargaining agreement as a condition of performing work within the scope of this Agreement.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, WETA and Contractor/Employers agree that for the duration of the Project:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the Project site or any off-site facility of the Project covered by this agreement, or at any other facility of WETA because of a dispute on the Project. The Unions shall not sanction, aid or abet, encourage or continue any such prohibited activity at the job site of the Project, at any off-site facility covered by the Project under Article 2, or at any other facility of WETA because of a dispute on the Project, and shall take all reasonable means to prevent or terminate any such activity should it occur in violation of this prohibition. Nor shall the Unions or any employees employed on the Project participate in any strikes, sympathy strikes, work stoppages, picketing, handbilling,

slowdowns, or otherwise advising the public that a labor dispute exists at the jobsite of the Project because of a dispute between Unions and Contractor/Employer on any other project. Nothing stated in this Agreement shall prevent Unions from participating in the actions mentioned in this section on jobsites other than the Project jobsite because of disputes between the Unions and Contractor/Employers on projects other than the Project.

(2) Any employee who participates in or encourages any activity prohibited by paragraph (1) shall be subject to disciplinary action, up to and including discharge, in accordance with the applicable MLAs.

(3) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

(4) If a MLA between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a Construction Contract for work covered under this Agreement and the Union or Contractor/Employer gives notice of demands for a new or modified MLA, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired MLA shall continue in full force and effect for work covered under this Agreement until a new or modified MLA is reached between the Union and Contractor/Employer. If the new or modified MLA reached between the Union and Contractor/Employer provides that any terms of the MLA shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified MLA which is applicable to employees who perform work on the project during the hiatus period, within seven (7) days after the effective date of the new or modified MLA.

(5) The withholding of employees, but not picketing, for failure of a Contractor/Employer(s) to tender trust fund contributions as required in accordance with Article 9 and/or for failure to meet its weekly payroll is not a violation of this Article; provided, however, that in each instance said impacted Union(s) shall give the affected Contractor/Employer(s) and WETA written notice seventy-two (72) business hours prior to the

withholding of employees when failure to tender trust fund contributions has occurred. There shall be one (1) business days' notice when failure to meet weekly payroll has occurred or when paychecks are determined to be nonnegotiable by a financial institution normally recognized to honor such paychecks.

4.2 **Expedited Arbitration:** Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

(1) A party invoking this procedure shall notify Thomas Angelo, as the permanent arbitrator, or, Robert Hirsch, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Section 12.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, telephone or email (with same day confirmation received by sender) to WETA and the party alleged to be in violation and to the Council and involved local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, WETA will contact the designated arbitrator named above, or his alternate, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The arbitrator shall notify the parties by facsimile, telephone, or email, with same day confirmation received by sender, of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation, which issue is reserved

for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award.

(5) The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or certified or registered mail upon issuance. A party found to have violated the provisions of the No Strike-No Lockout section in this Article 11 shall cease such violation within eight (8) hours of the award of the Arbitrator. Should the violation continue past eight (8) hours, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift, or portion thereof, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

(6) Such award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

(7) Any rights created by statute or law governing arbitration proceedings that are inconsistent with the above procedure, or which interfere with compliance with such procedures are waived by the parties to whom they accrue to the extent such rights are waivable under applicable law.

(8) The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

ARTICLE V
PRE-JOB CONFERENCE

5.1 A mandatory pre-job conference, to include a representative from each of the participating Contractor/Employer(s), applicable Unions and the Project Manager, will be held prior to the commencement of work to review the scope of work in each Contractor/Employer(s)' contract and assignment of such work. The pre-job conference shall be held at the offices of the Council unless otherwise agreed to by WETA and the Council. WETA and the Council may mutually agree to waive the requirement to hold a pre-job conference for any particular contract.

5.2 The Contractor(s) performing the work shall have the responsibility for making work assignments in accordance with Section 13.1 of this Agreement.

ARTICLE VI
NO DISCRIMINATION

6.1 The Contractor/Employers and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII
UNION SECURITY

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for work on a Construction Contract or the Project. However, any employee who is a member of a Union, at the time he or she is referred

by the Union for work on a Construction Contract pursuant to Article 8 hereof, shall maintain that membership in good standing while employed on such Construction Contract.

7.3 The Contractor/Employers shall require all employees who work on a Construction Contract on or before eight days of consecutive or cumulative employment on the Project to comply with the applicable Union's security provisions, and to maintain compliance for the period of time they are performing work on the Project, which requirement shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by law.

7.4 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Project, to the extent permitted by applicable law.

ARTICLE VIII

REFERRAL

8.1 The Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of applicable law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable MLA.

8.2 The Contractor/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain workers from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant

to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s).

ARTICLE IX

BENEFITS

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable MLA for each hour worked on the Project in the amounts designated in the MLA of the appropriate local Unions. The Contractor/Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article, except that those Contractor/Employers who are signatory to the MLA with the respective trades shall continue to pay all trust fund contributions as outlined in such MLA.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. WETA shall not be liable for or required to make any contributions, deductions or payments to any such Trust Fund, nor shall WETA otherwise have any contractual, financial or other obligation in connection with any such Trust Agreement or Trust Fund.

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the MLA of the respective crafts, copies of which shall be on file with WETA, to the extent such MLA is not inconsistent with this Agreement.

9.4 Holidays: Holidays shall be established as set forth in the applicable MLA.

ARTICLE X

JOINT ADMINISTRATIVE COMMITTEE

10.1 The parties to this Agreement shall establish a six (6) person Joint Administrative Committee. This Committee shall be comprised of two (2) representatives selected by the WETA, two (2) representatives selected by the Union(s) and two (2) representatives selected by the general Contractor/Employer. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet as required to review the implementation of the Agreement and the progress of the Projects.

10.2 There shall also be established a Joint Administrative Subcommittee consisting of one WETA representative, to be selected by WETA, and one Union(s) representative, to be selected by the Unions, for the purpose of convening to confer in an attempt to resolve a grievance that has been filed consistent with Article 12. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Subcommittee for resolution. The Joint Administrative Subcommittee shall meet as required to resolve grievances by majority (unanimous) vote with such resolutions to be final and binding on all signatories of the Agreement. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Joint Administrative Subcommittee, if such award is made by a majority (unanimous) vote, and the hearing shall proceed *ex parte*.

ARTICLE XI

COMPLIANCE

11.1 It shall be the responsibility of the Contractor/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article

IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractor/Employers on the Project. WETA shall monitor Contractor/Employer(s)' compliance with the prevailing wage requirements of the state.

ARTICLE XII

GRIEVANCE ARBITRATION PROCEDURE

12.1 Employee Grievances: All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the MLA for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

12.2 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the MLA to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the MLA. All disputes relating to the interpretation or application of this Agreement (with the exception of disputes subject to Articles IV and XIII) shall be subject to resolution by the Grievance arbitration procedures set forth in this Article.

No grievance shall be recognized unless the grieving party (Local Union or District Council, on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Article may be extended by mutual written agreement of the parties.

Step 1 : A representative of the grievant and the party against whom the grievance is filed shall meet and attempt to resolve the grievance.

Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grievance shall be reduced to writing and may then be referred to the other party for discussion and resolution.

Step 3: In the event that the representatives are unable to resolve the dispute within the five (5) working days after its referral to Step 2, either involved party may submit the dispute within five (5) working days to the Joint Administrative Subcommittee established in Section 10.2. The Joint Administrative Subcommittee shall meet within five (5) working days after such referral (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) to confer in an attempt to resolve the grievance. Regardless of which party has initiated the grievance proceeding, prior to the meeting of the Joint Administrative Subcommittee, the Union shall notify its International Union Representative(s), which shall advise both parties if it intends on participating in the meeting. The participation by the International Union Representative in this Step 3 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by the parties. A majority/unanimous decision by the Joint Administrative Subcommittee shall be final and binding. If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within five (5) working days by either party to Step 4.

Step 4: In the event the matter remains unresolved in Step 3, either party may request, within five (5) working days, that the dispute be submitted to arbitration. The parties agree that the Arbitrator who will hear the grievance shall be selected from the following: Thomas Angelo, William Riker, Jeri-Lou Cossack, Barry Winograd and Robert Hirsch. The parties shall flip a coin to determine who shall strike the first name and shall then alternately strike names from the list and the last remaining name shall be the neutral third party Arbitrator who shall have the power to resolve the dispute in a final and binding manner. Should a party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all parties to the

arbitration. The costs of the arbitration, including the Arbitrator's fee and expenses, shall be borne equally by the parties. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

Time Limits: The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII

WORK ASSIGNMENTS AND NORTHERN CALIFORNIA PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES:

13.1 The assignment of covered work will be solely the responsibility of the Contractor/Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor/Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor/Employers and Unions parties to this Agreement.

13.2.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building & Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Contractor/Employer will conduct a pre-job conference with the Council prior to commencing work, as described in Section 5.1. The Project Manager and WETA will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractor/Employers may be held together.

ARTICLE XIV

APPRENTICES

14.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ Apprentices from California State-approved Joint Apprenticeship Programs in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The Apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

14.3 There shall be no restrictions on the utilization of Apprentices in performing the work of their craft provided they are properly supervised.

ARTICLE XV

MANAGEMENT RIGHTS

15.1 The Contractor/Employer(s) shall retain full and, exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion and to establish coordinated working hours and starting times, in accordance with the applicable MLAs. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that the lawful manning provisions in the applicable MLAs shall be recognized.

15.2 The Contractor/Employer(s) may use the most efficient methods or techniques of construction, tools, or other labor saving devices to accomplish Project work, in accordance with the applicable MLAs. There shall be no limit on production by workers or restrictions on the full use of tools or equipment, nor any restriction on efficient use of manpower other than as may be required by applicable safety regulations.

15.3 The Contractor/Employer(s) shall be the sole judge of the number of employees required to perform the work covered by this Agreement, and shall have the sole right to hire, promote, suspend, discharge, or layoff employees at their discretion and to reject any applicant for employment, in accordance with the applicable MLAs.

15.4 The Contractor/Employer(s) shall have the right to award subcontracts to the lowest responsive and responsible bidder or the most qualified/highest ranked firm, in accordance with the applicable MLA for the craft involved.

ARTICLE XVI

HELMETS TO HARDHATS

16.1 The Contractor/Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment

(hereinafter “Center) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

16.2 The Unions and Contractor/Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for *bona fide*, provable past experience.

ARTICLE XVII

SAFETY PROTECTION OF PERSON AND PROPERTY

17.1 Employees shall be bound by the reasonable safety, security and visitor rules established by the Contractor/Employer(s) and WETA. These rules will be published and posted in visible places throughout the work site. An employee’s failure to satisfy his/her obligations under this Section will subject him/her to discipline, including discharge consistent with the applicable MLA.

17.2 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.3 The Contractor/Employer(s) and Unions agree that the work site shall be a drug free workplace. Parties agree to recognize and use the Substance Abuse Program contained in each applicable Union’s MLA.

ARTICLE XVIII

SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, including Presidential Executive Order, federal or state law, by a court of competent

jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

18.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins WETA from complying with all or part of its provisions and WETA accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article IV.

18.4 In the event that WETA is made aware that this Agreement or portions thereof are inconsistent with the terms and conditions of any grant, loan, or contract with any Federal or State agency or with the instructions or directions of an authorized representative of a Federal or State agency regarding the requirements of any such grant, loan, or contract, WETA shall notify the Council. Within seven (7) days of notification, the parties shall meet and confer to attempt to modify the Agreement to avoid forfeiture of any funding or otherwise resolve the issue. Should the parties be unable to come to agreement, the Agreement or any inconsistent provision shall be subject to resolution by the grievance arbitration procedures set forth in Article XII. The foregoing notwithstanding, if the granting agency determines that the resolution of such grievance procedure will result in the forfeiture of material grant funds (meaning an amount that would threaten viability of the project) , then the Agreement may be modified or terminated in order to avoid the forfeiture.

ARTICLE XIX

TERM

19.1 The Agreement shall be included in the Bid Documents as a condition of the award of construction contracts for the Project.

19.2 The Agreement shall continue in full force and effect until the completion of the Project.

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION
AUTHORITY

By _____ Date _____

CONTRA COSTA BUILDING & CONSTRUCTION
TRADES COUNCIL

By _____ Date _____

(signatures continued on next page)

SIGNATURE BLOCKS

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

**ADDENDUM A
LETTER OF ASSENT**

[Date]

[Addressee]

[Address]

[City and State]

Re: WETA Richmond Ferry Terminal Project
Project Labor Agreement -- Letter of Assent

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees and assents to comply with and to be bound by the WETA Richmond Ferry Terminal Project, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the WETA Richmond Ferry Terminal Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California State License Number: _____

Name and Signature of
Authorized Person:

(Print Name)

(Title)

(Signature)

(Telephone Number)

ADDENDUM B
LIST OF MASTER COLLECTIVE BARGAINING AGREEMENTS

All Master Labor Agreements of the following signatory Local Unions and District or Regional Councils and their affiliated Local Unions:

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2017-05

**APPROVE A PROJECT LABOR AGREEMENT FOR THE
RICHMOND FERRY TERMINAL PROJECT**

WHEREAS, WETA is developing a Richmond Ferry Terminal Project in Richmond, CA (the Project); and

WHEREAS, the timely and successful completion of the Project is of the utmost importance to WETA and the general public; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions signatory to this Agreement employed by contractors and subcontractors who are also signatories to this Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, there is the potential for work disruption that could negatively impact the continuity of work and the Project schedule; and

WHEREAS, the interests of WETA, the general public and the Unions would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, WETA and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties hereto are committed to constructing the Project safely and efficiently and the Unions are committed to staffing Project work with qualified craft workers; and

WHEREAS, the Project is funded with various grant funds and, as such, is subject to and must comply with a variety of local, regional, state and federal regulations imposed as a result of such funding sources; and

WHEREAS, WETA has the absolute right to select as its prime contractor the entity offering the best value to WETA; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward a mutually satisfactory completion of the Project; now, therefore be it

RESOLVED, that the Board of Directors hereby approves the Project Labor Agreement for the Construction of the Richmond Ferry Terminal Project; and be it further

RESOLVED, that the Board of Directors authorizes the Executive Director to execute this agreement and take any other related actions to support this work.

CERTIFICATION

The undersigned, Board Secretary, does hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted at a meeting of the San Francisco Bay Area Water Emergency Transportation Authority held on February 16, 2017.

YEA:

NAY:

ABSTAIN:

ABSENT:

/s/ Board Secretary

2017-05

END

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Executive Director
Kevin Connolly, Planning & Development Manager
Chad Mason, Senior Planner

SUBJECT: Authorize the Executive Director to Negotiate and Execute all Necessary Real Estate Agreements Required to Construct, Operate and Maintain the Richmond Ferry Terminal

Recommendation

Authorize the Executive Director to negotiate and execute all necessary real estate agreements required to construct, operate and maintain the Richmond Ferry Terminal Project.

Background

The Richmond Ferry Terminal Project (Project) is being developed to establish a new ferry route between the City of Richmond (City) and downtown San Francisco. Passengers would embark/disembark at the new Richmond terminal to be built on the Ford Peninsula on the southern waterfront in the City of Richmond and at the downtown San Francisco ferry terminal.

The City is the primary property owner of land that would be developed for the Project. The City owns the entire parking area to be improved and expanded. The City also owns the submerged land where the waterside facility will be constructed. Ford Point, LLC (Ford Point) is the legal entity that owns the historic Ford Building and surrounding areas. Ford Point also owns a portion of the property to be developed for the terminal that includes a portion of the planned passenger shelter.

Discussion

In order to develop the ferry terminal project, several real estate documents are required between WETA and the property owners. These agreements are summarized below.

City of Richmond Lease Agreement

Staff representing WETA and the City of Richmond have drafted terms and conditions of a Lease Agreement that would grant WETA property rights to the proposed site for the purpose of constructing and operating the Richmond Ferry Terminal. Keys terms of the proposed Lease Agreement are as follows:

- Annual rent of \$1.00
- Ten year term with options to extend the term for two additional ten year periods

Pending final negotiations for the Lease Agreement, the Richmond City Council would consider approval of the Lease Agreement within the next two months. This lease agreement must be completed prior to project construction as a condition of the BCDC project permit.

Shared Use and Maintenance Agreement

The shared use and maintenance agreement is required to establish parameters for of the parking area and associated improvements to be shared with Ford Point. Ford Point is the legal entity that owns the property associated with the historic Ford Building and surrounding areas. The City of Richmond owns the property for the ferry terminal parking area. Ford Point has an agreement with the City of Richmond to use the existing parking area for Ford Building commercial tenants and special events held at the Craneway Pavilion. The City and Ford Point are restructuring this agreement to accommodate future parking for ferry passengers.

The shared use and maintenance agreement will establish parameters for WETA and Ford Point to share the parking area and to equitably share costs for ongoing maintenance activities associated with the parking area. The agreement outlines responsibilities for up front capital improvements and ongoing maintenance of those improvements. Maintenance responsibility for some Project components including the passenger shelter, bike lockers, and signage will be the sole responsibility of WETA. Other maintenance costs related to the shared use of the parking facility will be split between WETA and Ford Point. Shared costs are anticipated to include utilities, security, pest control, and trash collection.

WETA and Ford Point staff and counsel are developing the terms of the Shared Use and Maintenance Agreement. Pending final negotiation of the agreement, WETA and Ford Point would execute this agreement within the next two months.

Temporary Construction, Maintenance and Facility Easement

An easement is necessary between WETA and Ford Point to allow WETA to construct, maintain and access Project facilities located within the Ford Point property. The temporary construction easement will allow construction activities on Ford Point property, including enhancement and replacement of existing sidewalks and plaza. The portion of the plaza area to be improved will be seismically reinforced in order to maintain access to the ferry terminal facility in the event of an earthquake. Utility infrastructure connecting to the waterside portion of the project will also be run under the plaza. The temporary construction easement will also allow for construction of a portion of the passenger shelter to be located on Ford Point property. The easement will allow WETA ongoing access to the facilities for maintenance and operations purposes. WETA and Ford Point staffs are developing the terms of the Shared Use and Maintenance Agreement. Pending final negotiation of the agreement, WETA and Ford Point would execute this agreement within the next two months. This agreement must be completed prior to project construction as a condition of the BCDC project permit.

Fiscal Impact

Funds to support costs associated with these agreements would be included in the future Richmond ferry service capital and operating budgets once the facilities are built and the service has started operation.

END

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Executive Director
Chad Mason, Senior Planner

SUBJECT: Authorize Release of a Request for Proposals for Construction of the Richmond Ferry Terminal Project

Recommendation

Authorize the release of a Request for Proposals (RFP) for Construction of the Richmond Ferry Terminal Project.

Background

The Richmond Ferry Terminal Project is being developed to establish a new ferry route between the City of Richmond and downtown San Francisco. Passengers would embark/disembark at the new Richmond terminal to be built on the Ford Peninsula on the southern waterfront in the City of Richmond and at the downtown San Francisco ferry terminal.

The proposed new Richmond terminal site is approximately 1.5 miles south of the Richmond downtown core. The proposed Richmond ferry terminal would be at the southern point of Ford Peninsula, adjacent to the Ford Building along an existing wharf. In general, the proposed new terminal would replace an existing ferry facility consisting of a gangway, float, ramping system and piles. The proposed terminal would include a gangway that would lead from the plaza adjacent to the existing wharf to a new passenger float. The new passenger float would accommodate one ferry vessel at a time for passenger loading and unloading.

Discussion

This item seeks Board authorization to release a RFP for Design/Build construction of the Richmond Ferry Terminal Project (Project). WETA has secured the services of Ghirardelli Associates, Inc. to provide Construction Management services and serve as the Owner's Designated Representation for the Project.

The Project includes completion of the project design and construction of a new fixed pier/passenger waiting area, gangway, passenger loading float and new kayak launch facility. The fixed pier includes various functional and aesthetic architectural elements such as access control doors, lighting, louvers, and signage. The gangway and float includes access control gates, floats, fendering, access ramp, fixed and movable gangways, guide piles, and dolphin piles. The plaza area adjacent to the passenger shelter requires a seismically reinforced platform due to subsurface geotechnical conditions that could affect access to the terminal in the event of an earthquake. The Project includes landscape and public access improvements to the Bay Trail, parking area improvements and infrastructure improvements all necessary to meet the project objectives and permitting agency requirements. The Project will also require demolition of existing facilities, including a platform and gangway and existing kayak launch

facility. The new kayak launch facility will be constructed near the Richmond Marina Bay Boat ramp.

Pending Board authorization, staff anticipates releasing the RFP to potential offerors by the end of February 2017 and tentatively requiring that proposals be submitted by early April 2017. WETA staff will administer the procurement process for the contract with the assistance of Ghirardelli Associates, Inc., the construction management firm for the project, and the design team including Marcy Wong Donn Logan Architects and GHD, Inc. This will be a Best Value procurement assessed based upon the categories of Technical Approach/Management Plan, Experience/References, Team Qualifications, Environmental Awareness/Safety and Cost. Cost will make up 50% of the scoring evaluation which is in line with prior WETA Design/Build construction projects. Staff will evaluate all proposals pursuant to provisions of the RFP and anticipates being in a position to present a recommendation to the Board for contract award in May or June 2017. Provided that all project elements remain on schedule, final design work and construction are estimated to be completed within 12 to 14 months of issuance of a Notice to Proceed.

Fiscal Impact

There is no fiscal impact associated with the release of the RFP. The Engineer's Estimate for project construction is between \$14 and \$16 million, which is higher than originally anticipated due to the need to seismically strengthen the plaza area platform. The Richmond Ferry Terminal project is included in the FY 2016/17 Capital Budget with a total project budget of \$18,000,000 funded with a combination of Federal Transit Administration and State Proposition 1B funds.

END

MEMORANDUM

TO: Board Members

**FROM: Nina Rannells, Executive Director
Kevin Connolly, Planning & Development Manager
Keith Stahnke, Operations Manager**

SUBJECT: Approve Actions Related to the Introduction of Ferry Service from the North Bay Operations and Maintenance Facility Site on Mare Island

Recommendation

Approve the following actions related to the introduction of ferry service from the North Bay Operations and Maintenance Facility site on Mare Island:

- Authorize initiation of service to/from the North Bay Maintenance and Operations facility terminal site on Mare Island beginning on March 6, 2017; and
- Approve use of the standard WETA short hop fare of \$1.60 for travel between Mare Island and the Vallejo Terminal and incorporate the Mare Island short hop fare into the 2015-2020 WETA Fare Program.

Background/Discussion

Initiation of passenger service to/from Mare Island has been assumed throughout the history of the North Bay Maintenance and Operations Facility project planning and development, as first initiated by the City of Vallejo (City). Requirements to operate service between Mare Island and the Vallejo Terminal were established by the City as a condition of transferring the Vallejo service to WETA and by Lennar Mare Island (LMI) as a condition of the lease agreement for the facility site on Mare Island.

Now that the Mare Island maintenance and operations activities have shifted to the new facility, staff has been able to work through the final preparations needed to accommodate passenger loading. With those final arrangements in place, passenger service can begin in March with the new spring/summer shoulder service schedule slated to begin on March 6, 2017. The proposed new Mare Island service and related fare information discussed below was posted to the WETA website and onboard flyers notified Vallejo ferry passengers of the new service beginning the week of January 30, 2017.

Service Schedule

Consistent with City and LMI agreements, the schedule for Mare Island service will utilize current non-revenue (“deadhead”) trips across the Napa River from the Mare Island facility to the terminal and will not require any new ferry service trips. The same arrangement will occur in reverse, as vessels returning to the Mare Island facility in the evening will now carry passengers. The trip is roughly 5 minutes sailing time. During the morning peak trips, the vessels will layover at the Vallejo Ferry Terminal for approximately 15 minutes to allow passengers at the Vallejo Terminal sufficient time to board and get settled prior to the scheduled departure, consistent with current practice.

The spring/summer shoulder schedule, as included in Tables 1 and 2 of Attachment A, includes seven departures and arrivals to Vallejo each weekday. There will be four weekend departures and arrivals to Mare Island. This schedule will be adjusted seasonally during periods of regular schedule modification.

Mare Island Short Hop Fare

The standard fare for a trip between Mare Island and Vallejo is proposed to be \$1.60, consistent with WETA's short hop fare for other similar services including the short hop in San Francisco between the Downtown San Francisco Ferry Terminal and Pier 41 and the short hop in the Oakland Estuary between the Alameda terminal at Main Street and the Oakland terminal at Jack London Square. The Mare Island short hop fare for seniors and disabled passengers would be half the standard fare, or \$0.80. Passengers boarding at Mare Island and continuing on to San Francisco would only be charged the standard Vallejo-to-San Francisco fare and would not be charged the short hop fare. Staff proposes to include the Mare Island short hop fare in the WETA 2015-2020 fare program, which has an adjustment every July for inflation.

Parking

All parking areas surrounding the Mare Island facility are controlled by LMI and are designated as shared-use in their parking plan for Mare Island. Initially, LMI proposes no parking fee on Mare Island as they do not anticipate a significant demand for parking in the area. The motivation for regular Vallejo ferry riders to avoid a parking charge by using the Mare Island terminal is counterbalanced by the limited flexibility of the Mare Island schedule and the increased travel time to San Francisco. A passenger boarding at Mare Island has a 35-minute longer travel time round trip to San Francisco than a trip originating at the Vallejo Terminal. In addition, peak period trips from Mare Island will be early (between 5:10 p.m. and 6:40 a.m.) while returning trips are at the end of the peak period (between 6:55 p.m. and 9:40 p.m.). Nevertheless, Lennar and WETA staff will monitor the parking conditions and LMI is prepared to consider programmatic changes such as parking validation or fees if the need arises.

Fiscal Impact

There will be no significant fiscal impact associated with this item. Once passenger boarding is activated in March, current "deadhead" trips to/from the Mare Island facility at the beginning and end of each crew shift will simply convert to passenger trips. Any new revenue from short hop trips is anticipated to be minimal and insignificant to the overall \$17 million annual operating budget for the Vallejo Ferry Service.

END

Attachment A

Proposed Mare Island Ferry Schedule

Beginning March 6, 2017

Table 1.0

Proposed Mare Island Weekday Schedule

Depart Mare Island	Depart Vallejo	Arrive SF
5:10 AM	5:30 AM	6:30 AM
5:40 AM	6:00 AM	7:00 AM
6:10 AM	6:30 AM	7:30 AM
6:40 AM	7:00 AM	8:00 AM
1:40 PM	2:00 PM	3:20 PM
2:40 PM	3:00 PM	4:10 PM
3:40 PM	4:00 PM	5:00 PM

Depart San Francisco	Arrive Vallejo	Arrive Mare Island
9:00 AM	10:00 AM	10:15 AM
10:40 AM	11:40 AM	11:55 AM
11:10 AM	12:30 PM	12:45 PM
5:30 PM	6:40 PM	6:55 PM
6:00 PM	7:00 PM	7:15 PM
7:15 PM	8:15 PM	8:30 PM
8:15 PM	9:25 PM	9:40 PM

Table 2.0

Proposed Mare Island Weekend Schedule

Depart Mare Island	Depart Vallejo	Arrive SF
9:40 AM	10:00 AM	11:00 AM
11:10 AM	11:30 AM	12:30 PM
2:10 PM	2:30 PM	3:30 PM
3:10 PM	3:30 PM	4:30 PM

Depart San Francisco	Arrive Vallejo	Arrive Mare Island
11:30 AM	12:30 PM	12:45 PM
12:45 PM	1:45 PM	2:00 PM
4:40 PM	5:40 PM	5:55 PM
7:00 PM	8:00 PM	8:15 PM