

Members of the Board

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

BOARD OF DIRECTORS' MEETING
Thursday, May 7, 2015 at 1:00 p.m.
San Francisco Bay Area
Water Emergency Transportation Authority
9 Pier, Suite 111; San Francisco

The full agenda packet is available for download at 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 - April 2, 2015
 - b. Authorize Filing Applications with the Metropolitan Transportation Commission for FY 2015/16 Regional Measure 2 Operating Funds
 - c. Authorize the Filing of an Application with the Metropolitan Transportation Commission for \$12,000,000 Regional Measure 2 Capital Funds
 - d. Approve Amendment to Agreement with GHD for Engineering and Construction Support Services for the North Bay Operations and Maintenance Facility
7. PUBLIC HEARING ON PROPOSED BALLPARK FARE CHANGES *Timed Item*
1:00 p.m.
8. APPROVE BALLPARK FERRY SERVICE FARE CHANGES *Action*
9. APPROVE FISCAL YEAR 2015/16 OPERATING AND CAPITAL BUDGET *Action*
10. AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE PORT OF SAN FRANCISCO FOR IMPLEMENTATION OF THE DOWNTOWN SAN FRANCISCO FERRY TERMINAL EXPANSION PROJECT *Action*
11. APPROVE FY 2015-2018 TITLE VI PROGRAM *Action*
12. AUTHORIZE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH THE UNITED STATES NAVY FOR THE WATERSIDE PHASE OF THE NORTH BAY MAINTENANCE FACILITY *Action*

Water Emergency Transportation Authority
May 7, 2015 Meeting of the Board of Directors

PROJECT

13. AUTHORIZE RELEASE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL PLANNING, MARINE ENGINEERING AND PROFESSIONAL SERVICES **Action**
14. AUTHORIZE RELEASE OF AN INVITATION FOR BIDS FOR DREDGING AND MARINE CONSTRUCTION SERVICES FOR VALLEJO DREDGING PROJECT **Action**
15. 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 Cal. Gov't. Code sec. 84308, Directors are reminded that they must disclose on the record of the proceeding any contributions received from any party or participant in the proceeding in the amount of more than \$250 within the preceding 12 months. Further, no Director shall make, participate in making, or in any way attempt to influence the decision in the proceeding if the Director has willfully or knowingly received a contribution in an amount of more than \$250 within the preceding 12 months from a party or such party's agent, or from any participant or his or her agent, provided, however, that the Director knows or has reason to know that the participant has a financial interest in the decision. For further information, Directors are referred to Government Code section 84308 and to applicable regulations.

M E M O R A N D U M

TO: WETA Board Members

FROM: Nina Rannells, Executive Director

DATE: May 7, 2015

RE: Executive Director's Report

CAPITAL PROJECT IMPLEMENTATION UPDATE

Vessel Replacement –The *Encinal* and *Harbor Bay Express II* are included in the FY 2013/14 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 the contract award to Aurora Marine Design (AMD) for vessel construction management services. The Request for Proposal to construct two new passenger-only vessels was released on September 26, 2014. The Board approved a contract with Kvichak Marine Industries in April 2015 for the construction of two new replacement vessels. A project kickoff meeting was held on April 15 and 16, 2015.

Peralta Mid-Life Refurbishment - The ferry vessel *Peralta* was acquired by WETA from the City of Alameda in April 2011 through the transition of the Alameda Oakland Ferry Service to WETA. Built in 2001 by Nichols Brothers Boat Builders, the *Peralta* has been in service for 13 years and has reached its economic mid-life. This refurbishment project consists of replacing or overhauling the main engines, refurbishment of the passenger cabin, hull work, major system renovation, and replacement of control systems and navigation electronics and will extend the useful life of the vessel to the expected full 25 years.

The refurbishment project is separated into two phases. The Phase 1 scope of work includes refurbishment of main engines, generators and gear boxes, installation of new steering hydraulic pumps and rams, passenger cabin renewal including refurbishment of the restrooms, new carpets, and passenger seats, vessel drydock and exterior vessel paint and branding and provision of spare gearbox, propellers and shafts. The Board approved a contract with Bay Ship and Yacht for Phase 1 work in February 2015. Phase 1 is underway with the *Peralta* returning to service in May.

Staff anticipated issuing an RFP for Phase 2 of the project in Summer/Fall 2015. Phase 2 will include replacement of all control systems and navigation electronics, snackbar renewal, and interior cabin paint.

North Bay Operations and Maintenance Facility – This project will construct a new ferry maintenance facility located at Building 165 on Mare Island in Vallejo in two phases. The landside phase includes site preparation and construction of a new fuel storage and delivery system along with warehouse and maintenance space. The Board of Directors awarded a design-build contract for the landside phase to West Bay Builders in August 2013 and work is anticipated to be complete in Spring 2015. The waterside phase will construct a system of modular floats and piers, gangways, and over-the-water utilities. The Board of Directors awarded a design-build contract for the waterside construction phase to Dutra Construction in July 2014. The existing ferry maintenance facility (Building 477) will be cleaned up as required prior to surrender to Lennar Mare Island, the property owner of the land portion of the project

site. Landside construction is anticipated to be complete in May 2015. The final design of the waterside phase is complete. Construction of the waterside facility components will begin within the next two months.

The Navy NEPA environmental review work for the waterside portion of the project is complete. Completion of this documentation by the Navy was required prior to entering into a submerged lands lease with WETA. An item to authorize the Executive Director to negotiate and execute the lease with the Navy is included on the agenda for the May 7 Board of Directors meeting. All required permits for the waterside construction phase of the project have been received.

Regional Passenger Float Construction – This project will construct a new regional spare float that can be utilized as a backup for the Vallejo terminal float as well as other terminal sites such as downtown San Francisco when the permanent terminal floats must undergo periodic dry-dock, inspection, and repair. This spare would support ongoing daily services and would be a valuable asset to have available for use in unplanned or emergency conditions. Ghirardelli Associates Inc. was selected as the project construction manager. Procurement of the passenger float construction contract was combined with the North Bay Operations and Maintenance Facility Project construction contract. The Request for Proposals for the project was released on February 28 and the construction contract was awarded to Dutra Construction on July 10, 2014. The contract was executed in July 2014. Final design was completed in December 2014 and float construction has commenced and the float is anticipated to be delivered in Summer 2015.

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

A 60-year lease agreement for the site was approved by WETA and the City in February/March 2015. Additionally, WETA and the City executed a Memorandum of Understanding regarding construction of a replacement seal haul at Alameda Point. On March 18th, staff initiated work with the City and interested stakeholders to identify a location and preferred design for a replacement seal haul out. On March 23, the Alameda Planning Board reviewed design of the proposed maintenance and operations facility project and approved a Use Permit for the future facility and fuel storage area.

On June 4th, the Bay Conservation and Development Commission has scheduled a hearing and vote to approve a Major Permit for construction of the project. Pending approval of the Major Permit, staff will proceed with completing permitting with the U.S. Army Corp of Engineers (USACOE) prior to requesting authorization from the WETA Board to release construction bid documents for the project this summer. Staff has reached out to the Building Trades Council of Alameda County to initiate discussions regarding developing a Project Labor Agreement for this project utilizing the Model Agreement adopted by the Board in December 2013. Staff is continuing to work with the City of Alameda and other interested stakeholder to provide a replacement Harbor Seal haul out consistent with terms of the MOU executed between the City and WETA in March.

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 as set forth in WETA's Implementation and Operations Plan. The proposed project would also include landside improvements needed to accommodate expected increases in ridership and to support emergency response capabilities.

A Notice of Availability for the Final EIS/EIR and FTA's Record of Decision were published in the Federal Register in September 2014. The WETA Board certified the Final EIR in October 2014. An item requesting authorization to negotiate and execute an MOU with the Port of San Francisco for project development is included on the agenda for this month's Board meeting. On April 28th, WETA and Port staff presented an informational update to the Port Commission on the project. On May 11th, WETA is scheduled to present the project at a joint meeting of the BDCD Design Review Board and Port Waterfront Design Advisory Committee for design review.

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 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 is currently working with the FTA on resource agency consultation and preparation of the NEPA environmental review. Terminal design activities have begun and staff has held initial meetings with the Bay Conservation and Development Commission. The next project activity will be the initial efforts for vessel procurement.

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 development agreement states that ferry operations would commence with the completion of the 50th residential unit.

WETA staff is working cooperatively with City staff on this City-led project and participating in regular meetings of the Technical Advisory Committee convened to update and further develop the Treasure Island Mobility Management Program. Staff expects to begin negotiation of a Memorandum of Understanding (MOU) 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 an MOU for the Treasure Island service would be subject to future consideration by the WETA Board.

Berkeley Environmental Studies – This service will provide an alternative transportation link between Berkeley and downtown San Francisco. The environmental and conceptual design work includes plans for shared use of an existing City owned parking lot at the terminal site between ferry and local restaurant (H^s Lordships) patrons. City participation is required in order to move the project forward and reach agreement on a shared use concept. The project will require a conditional use permit reviewed by the City's Planning Commission, Zoning Adjustment Board, and City Council. Similar to Richmond, a Project Memorandum of Understanding defining the project and identifying funding sources will need to be developed for adoption by the City Council and WETA Board.

The Final EIS/EIR was submitted to FTA review in early October 2012. The remaining activities include resolution of Section 7 consultation and Essential Fish Habitat Assessment with NOAA

and NMFS. NOAA and NMFS will issue a Biological Opinion (BiOp) on the project. The BiOp is required prior to completion of the Final EIS/EIR. During the NMFS consultation process an issue was identified with the proposed 42-acre dredging footprint. This dredging footprint was developed in order to accommodate the standard draft vessels in the WETA fleet during all tidal conditions and included a 5,000 foot long channel. During the consultation process, NMFS identified a mitigation ratio of 3:1 to offset the dredging impacts. This mitigation ratio presents significant scope and cost challenges for the project. After this issue was identified, WETA staff explored options to reduce the dredging footprint in order to reduce the mitigation requirements. It was determined that construction and operation of shallow draft vessels for the Berkeley service would substantially reduce the required dredging footprint and mitigation requirements.

Staff has coordinated with FTA staff to discuss the process for completion of the Final EIS/EIR. FTA has recently expressed 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. Regional Measure 2 (RM2) funds were identified as an operating source when the environmental review process commenced in 2006. The funding picture changed since that time and the RM2 source is no longer available. Staff is evaluating a process to complete the CEQA process in the near term. The NEPA process could be completed at a later date if an operational funding source is identified.

SYSTEM STUDIES

Alameda Terminals Access Study – Both ferry terminals in Alameda have experienced a surge in ridership beginning with the first BART strike in July 2013. As a result, parking at both terminals typically spills onto adjacent streets and informal parking lots. WETA is partnering with City of Alameda staff to prepare plans to address the immediate issue and identify mid- to long-term solutions. In response to WETA staff activity, the City of Alameda Transportation Commission formed its own Ad Hoc Subcommittee to investigate improvements for ferry terminal access. In addition to Transportation Commission members and City of Alameda staff, the Subcommittee also includes WETA staff and representatives from AC Transit and local community organizations.

One of the original intents of the WETA Access Plan was to engage agency partners in finding access solutions. The formation of the Ad Hoc Subcommittee represents a success of the planning effort: the City of Alameda is engaged and is helping to improve access to ferry services for its residents. AC Transit has also developed proposals for service to Main Street to share with the Subcommittee. During this time, WETA staff has put access plan activities on hold to work collaboratively with the City and other partners to focus on parking strategies. The plan will restart with a fresh focus on alternative modes such as buses, shuttles, bicycles and pedestrian improvements after the Main Street overflow parking issue is considered by the Subcommittee.

Alameda Seaplane Lagoon Study - The City of Alameda has proposed a new ferry terminal located along Seaplane Lagoon at Alameda Point. Consistent with terms of the 2014 Transition Agreement executed between WETA and the City of Alameda, both parties are working together to explore the viability of a new ferry service connecting Seaplane Lagoon and San Francisco. WETA staff has met regularly with staff from the cities of Alameda and Oakland along with the Port of Oakland to prepare an operational evaluation of a Seaplane Lagoon ferry service. The goal of the evaluation is to identify the range of alternatives for ferry service in the central bay considering terminals at Seaplane Lagoon, Main Street and/or Clay Street in Oakland. The costs, service quality and ridership implications of each service scenario will be estimated. The results of the evaluation will ultimately feed into a concept engineering analysis that will estimate capital costs and permitting requirements for a new facility.

Staff is working with the City of Alameda to draft a Memorandum of Understanding (MOU) that would set forth the terms and conditions under which a Seaplane Lagoon Ferry Service would be implemented, including construction of new facilities and service operations. The finalization and execution of an MOU for the Seaplane Lagoon service would be subject to future consideration by the WETA Board and the City of Alameda.

Mission Bay Ferry Terminal – The Golden State Warriors basketball team has identified a preferred arena site at the foot of 16th Street in the Mission Bay neighborhood of San Francisco. A Mission Bay ferry terminal has been identified in both WETA and City of San Francisco planning documents as a potential future infrastructure investment but no significant planning or development work has been conducted to date and no funding exists to develop this as a terminal site.

Staff will continue to coordinate with the Port of San Francisco, and the City of San Francisco along with other relevant stakeholders, including the Warriors, to consider how the agency may play a role in integrating the development of this project with existing and/or future WETA ferry services to San Francisco as opportunities present themselves. Staff is working to secure consultant services to initiate a feasibility study for this project. The study will evaluate site engineering and coastal constraints, as well as potential operating scenarios at a conceptual level.

Site Feasibility Studies – Site feasibility reports have been prepared in cooperation with the cities of Hercules, Martinez, Antioch and Redwood City in an effort to identify site constraints and design requirements and better understand project feasibility and costs associated with development of terminals and services to these cities. The Contra Costa County Transportation Authority, as the county transportation planning and funding authority, has utilized this information to develop a Financial Feasibility of Contra Costa Ferry Service Report (completed June 2014) to assess the feasibility of implementing ferry services in the county. The report concludes that of the candidate ferry terminals in Contra Costa County, only the Richmond project is financially feasible at this time.

OTHER

Senate Bill 231 – SB 231, authored by Senator Ted Gaines (El Dorado Hills) and sponsored by the Tahoe Transportation District, does three things, two of which benefit WETA.

1. It makes ferries eligible for grants under the Affordable Housing and Sustainable Communities Program (AHSC), which was created in the 2014-15 budget to spend 20% of the cap and trade money.
2. It makes ferries eligible for the Low Carbon Transit Operation Program (LCTOP), which is also funded by cap and trade money. It is this portion that we were seeking.
3. It gives the Lake Tahoe area a fixed percentage of State Transit Assistance program to take into account its special transportation needs.

SB 231 passed the Senate Transportation Committee on April 28 on a unanimous vote and is headed for the Senate Appropriations Committee next. Barry Broad has been working with Senator Gaines' office to support this bill for the benefit it provides to WETA by clarifying general ferry system eligibility for these program funds.

Emergency Response Plan – WETA's enabling legislation, SB 976 as amended by SB 1093, directed the agency to provide comprehensive water transportation and emergency coordination services for the Bay Area region. WETA's Emergency Water Transportation System Management Plan (EWTSMP) was published and approved in 2009. Since this time, WETA has taken on new roles and responsibilities including assuming ownership of three existing ferry routes and starting the new East Bay to South San Francisco service. Utilizing the services of

Lee Rosenberg with Navigating Preparedness Associates, staff has embarked on a process of evaluating existing plans and capabilities and updating WETA's internal and external emergency response plans. Initial efforts associated with this work included conducting an initial set of stakeholder meetings with the U.S. Coast Guard Sector San Francisco, the Metropolitan Transportation Commission, Blue & Gold Fleet, California Office of Emergency Services, and San Francisco Department of Emergency Management in early 2015. Information and feedback from the meetings will be used in shaping the plan updates and associated work. An internal kick-off meeting was held on April 28 to start revising both internal and external emergency plans.

Coast Guard Manning Requirements - Blue and Gold Fleet, our contract operator, was recently informed by the U.S. Coast Guard of a proposed change to the manning requirements of small passenger vessels operating in the San Francisco Bay including WETA vessels operated by Blue and Gold Fleet. Changes proposed would increase the deckhand requirement for WETA's vessels over 149 passengers and would result in an estimated \$2 million annual cost increase to WETA's operation. The bulk of this increase would impact the Vallejo service, which would be required to man vessels with twice as many deckhands as is required today. Staff has reached out directly to the Coast Guard to request additional information regarding their work and analysis supporting this recommendation and to request a consultative process to review and discuss any changes that might be made.

MEETINGS AND OUTREACH

On March 31, Kevin Connolly presented a status report on the South San Francisco Ferry Service to the San Mateo Transportation Authority Citizens Advisory Committee.

On April 2, Kevin Connolly presented a status report on the South San Francisco Ferry Service to the San Mateo Transportation Authority Board of Directors.

On April 9, Keith Stahnke attended the San Francisco Bay Harbor Safety Committee meeting.

On April 10, Lauren Gularte attended the regional Business Outreach Committee monthly meeting.

On April 15, Lauren Gularte attended a planning meeting for the Urban Shield Yellow Area Command 2015 emergency response exercise scheduled for September 11.

On April 16, Lauren Gularte and Kevin Donnelly attended the Transportation Response Plan quarterly meeting.

On April 22, Kevin Connolly appeared at the Alameda Transportation Commission in support of overflow parking near the Harbor Bay Ferry Terminal.

On April 28, Nina Rannells and Mike Gougherty attended the Port of San Francisco Commission meeting where Mike presented an update on the Downtown San Francisco Ferry Terminal Expansion project.

On May 1, Kevin Connolly and Mike Gougherty hosted a lunch walking tour and presentation for the Institute of Transportation Engineers.

OPERATIONS REPORT

The Monthly Operating Statistics Report for March 2015 is provided as Attachment A.

Attachment A

Monthly Operating Statistics Report March 2015

			Alameda/ Oakland	Harbor Bay	South San Francisco	Vallejo*	Systemwide
Ridership	vs. last month	Total Passengers March 2015	71,694	25,300	10,091	69,070	176,155
		Total Passengers February 2015	57,198	21,439	8,479	54,755	141,871
		Percent change	25.34%	18.01%	19.01%	26.14%	24.17%
	vs. same month last year	Total Passengers March 2015	71,694	25,300	10,091	69,070	176,155
		Total Passengers March 2014	53,439	20,290	6,955	60,653	141,337
		Percent change	34.16%	24.69%	45.09%	13.88%	24.63%
	vs. prior FY to date	Total Passengers Current FY To Date	652,748	192,516	77,167	618,350	1,540,781
		Total Passengers Last FY To Date **	593,275	185,024	61,418	598,847	1,438,564
		Percent change	10.02%	4.05%	25.64%	3.26%	7.11%
			Avg Weekday Ridership March 2015	2,536	1,150	459	2,662
Ops Stats		Passengers Per Hour	132	192	60	146	134
		Revenue Hours	543	132	169	473	1,317
		Revenue Miles	5,214	2,976	2,704	12,870	23,764
Fuel		Fuel Used (gallons)	30,437	11,246	15,925	106,875	164,483
		Avg Cost per gallon	\$2.24	\$2.24	\$2.24	\$2.20	\$2.23

* Vallejo ridership includes ferry + 5750 Route 200 bus passengers.

** Includes ridership during July and October 2013 BART strikes and Sept 2013 Bay Bridge closure.

MEMORANDUM

TO: Board Members

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

**SUBJECT: Monthly Review of FY 2014/15 Financial Statements for Nine Months
Ending March 31, 2015**

Recommendation

There is no recommendation associated with this informational item.

Summary

This report provides the attached FY 2014/15 Financial Statements for nine months ending March 31, 2015.

Operating Budget vs. Actual

	Prior Actual	Current Budget	Current Actual
Revenues - Year To Date:			
Fare Revenue	9,526,176	10,889,210	9,961,080
Local Bridge Toll Revenue	10,732,442	13,992,017	11,289,863
Other Revenue	3,597	-	500
Total Operating Revenues	20,262,215	24,881,227	21,251,443
Expenses - Year To Date:			
Planning & Administration	1,579,996	2,252,055	1,506,911
Ferry Services	18,682,219	22,629,172	19,744,532
Total Operatings Expenses	20,262,215	24,881,227	21,251,443
System-Wide Farebox Recovery %	51%	48%	50%

Capital Actual and % of Total Budget

	YTD Actual	% of FY 2014/15 Budget
Revenues:		
Federal Funds	5,042,594	28.79%
State Funds	8,814,853	40.20%
Bridge Toll Revenues	557,394	9.69%
Other Local Funds	712,813	19.22%
Total Capital Revenues	15,127,654	30.93%
Expenses:		
Total Capital Expenses	15,127,654	30.93%

Fiscal Impact

There is no fiscal impact associated with this informational item.

END

**San Francisco Bay Area Water Emergency Transportation Authority
FY 2014/15 Statement of Revenues and Expenses
For Nine Months Ending 03/31/2015**

% of Year Elapsed 75.1%

	Current Month	Year - To - Date			Budget	
		FY2013/14 Actual	FY 2014/15 Budget	FY 2014/15 Actual	FY 2014/15 Total	% of Total
OPERATING EXPENSES						
PLANNING & GENERAL ADMIN:						
Wages and Fringe Benefits	95,810	865,319	1,081,737	927,206	1,441,000	64.3%
Services	69,264	550,614	1,216,110	540,571	1,620,000	33.4%
Materials and Supplies	2,069	20,577	27,775	7,285	37,000	19.7%
Utilities	1,346	9,892	15,764	8,639	21,000	41.1%
Insurance	-	16,370	14,263	18,335	19,000	96.5%
Miscellaneous	2,889	67,049	82,575	53,767	110,000	48.9%
Leases and Rentals	24,386	203,432	214,696	211,148	286,000	73.8%
Admin Overhead Expense Transfer	(29,170)	(153,257)	(400,866)	(260,041)	(534,000)	48.7%
Sub-Total Planning & Gen Admin	166,594	1,579,996	2,252,055	1,506,911	3,000,000	50.2%
FERRY OPERATIONS:						
Harbor Bay FerryService						
Purchased Transportation	91,143	1,144,725	1,315,575	1,067,292	1,752,500	60.9%
Fuel - Diesel & Urea	25,152	361,762	444,105	279,309	591,600	47.2%
Other Direct Operating Expenses	44,304	257,860	475,709	301,477	633,700	47.6%
Admin Overhead Expense Transfer	5,888	34,489	87,830	51,453	117,000	44.0%
Sub-Total Harbor Bay	166,486	1,798,836	2,323,220	1,699,531	3,094,800	54.9%
<i>Farebox Recovery</i>	<i>67%</i>	<i>46%</i>	<i>40%</i>	<i>50%</i>	<i>40%</i>	
Alameda/Oakland Ferry Service						
Purchased Transportation	348,102	3,204,478	3,325,910	3,886,363	4,430,500	87.7%
Fuel - Diesel & Urea	68,072	963,627	1,386,590	873,899	1,847,100	47.3%
Other Direct Operating Expenses	43,054	560,572	928,597	498,205	1,237,000	40.3%
Admin Overhead Expense Transfer	11,219	56,989	156,893	100,313	209,000	48.0%
Sub-Total Alameda/Oakland	470,447	4,785,666	5,797,990	5,358,781	7,723,600	69.4%
<i>Farebox Recovery</i>	<i>71%</i>	<i>58%</i>	<i>56%</i>	<i>55%</i>	<i>56%</i>	
Vallejo FerryService						
Purchased Transportation	713,971	5,259,889	5,616,550	6,479,353	7,481,900	86.6%
Fuel - Diesel & Urea	234,938	3,609,935	4,785,616	2,903,392	6,375,000	45.5%
Other Direct Operating Expenses	80,724	836,003	1,193,364	733,760	1,589,700	46.2%
Admin Overhead Expense Transfer	5,063	27,214	54,800	46,930	73,000	64.3%
Sub-Total Vallejo	1,034,696	9,733,041	11,650,330	10,163,435	15,519,600	65.5%
<i>Farebox Recovery</i>	<i>55%</i>	<i>57%</i>	<i>54%</i>	<i>56%</i>	<i>54%</i>	
South San Francisco FerryService						
Purchased Transportation	222,606	1,572,539	1,631,839	1,764,400	2,173,800	81.2%
Fuel - Diesel & Urea	36,616	479,586	607,304	388,074	809,000	48.0%
Other Direct Operating Expenses	34,904	277,986	517,147	308,966	688,900	44.8%
Admin Overhead Expense Transfer	7,000	34,565	101,342	61,345	135,000	45.4%
Sub-Total South San Francisco	301,126	2,364,676	2,857,632	2,522,785	3,806,700	66.3%
<i>Farebox Recovery</i>	<i>23%</i>	<i>17%</i>	<i>14%</i>	<i>20%</i>	<i>14%</i>	
Total Operating Expenses	2,139,349	20,262,215	24,881,226	21,251,443	33,144,700	64.1%
OPERATING REVENUES						
Fare Revenue	1,079,947	9,526,176	10,889,210	9,961,081	14,505,700	68.7%
Local - Bridge Toll	1,059,402	10,732,442	13,992,016	11,289,863	18,639,000	60.6%
Local - Other Revenue		3,597	-	500	-	0%
Total Operating Revenues	2,139,349	20,262,215	24,881,226	21,251,443	33,144,700	64.1%

San Francisco Bay Area Water Emergency Transportation Authority
FY 2014/15 Statement of Revenues and Expenses
For Nine Months Ending 3/31/2015

Project Description	Current Month	Project Budget	Prior Years Actual	FY 2014/15 Budget	FY 2014/15 Actual	Future Year	% of Total Project Budget
CAPITAL EXPENSES							
FACILITIES:							
Maintenance and Operations Facilities							
North Bay Operations & Maintenance Facility	878,656	30,232,000	5,132,061	19,130,939	8,593,511	5,969,000	45%
Central Bay Operations & Maintenance Facility	202,392	38,000,000	1,228,371	5,750,629	528,137	31,021,000	5%
Float Rehabilitation							
Regional Spare Float Replacement	-	3,862,000	58,976	2,965,024	1,600,070	838,000	43%
Gangway, Pier & Terminal Improvement							
Clipper Site preparation - Vallejo	8,000	300,000	148,695	151,305	27,721	-	59%
East Bay Ferry Terminal Refurbishment	31,886	2,595,400	341,509	2,253,891	1,968,393	-	89%
Electronic Bicycle Lockers	-	79,500	-	79,500	-	-	0%
Channel Dredging - Vallejo	6,736	1,200,000	-	75,000	11,180	1,125,000	1%
FERRY VESSELS:							
Major Component Rehabilitation / Replacement							
Vessel Engine Overhaul - Gemini Class Vessels	253,941	1,320,000	-	1,320,000	775,927	-	59%
Vessel Engine Overhaul - Solano	-	2,000,000	699,042	1,240,958	567,866	60,000	63%
Major Component Rehab - Pisces	-	200,000	-	200,000	-	-	0%
Vessel Mid-Life Repower/Refurbishment							
Vessel Mid-Life Refurbishment - Bay Breeze	-	5,015,000	4,738,923	276,077	1,448	-	95%
Vessel Mid-Life Refurbishment - Peralta	16,060	5,260,000	-	1,010,000	593,458	4,250,000	11%
Vessel Expansion/Replacement							
Purchase Replacement Vessel - Express II & Encinal	26,922	33,500,000	50,568	9,949,432	159,140	23,500,000	1%
Purchase Replacement Vessel - Vallejo	-	20,000,000	-	200,000	-	19,800,000	0%
CAPITAL EQUIPMENT / OTHER:							
Purchase 18-Ton Crane Truck	-	175,000	-	175,000	-	-	0%
Purchase Work Skiff	-	100,000	-	100,000	176	-	0%
SERVICE EXPANSION:							
Future Expansion Service Studies							
Berkeley Terminal - Environ/Concept Design	-	2,335,000	2,183,016	151,984	3,783	-	94%
Antioch - Environ/Concept Design	-	812,500	146,198	25,002	218	641,300	18%
Martinez - Environ/Concept Design	-	812,500	164,894	25,006	-	622,600	20%
Downtown Ferry Terminal Expansion - Environ/Concept Design	34,215	3,300,000	2,581,846	718,154	174,243	-	84%
Terminal/Berthing Expansion Construction							
SSF Terminal Oyster Mitigation Study	-	275,000	83,330	191,670	29,854	-	41%
Downtown Ferry Terminal Expansion - Bridging Design	-	3,745,000	-	1,872,500	-	1,872,500	0%
Richmond Ferry Terminal	9,648	1,862,500	559,294	1,040,706	92,530	262,500	35%
Total Capital Expenses	1,468,455	156,981,400	18,116,723	48,902,777	15,127,654	89,961,900	
CAPITAL REVENUES							
Federal Funds	266,603	64,124,919	6,622,379	17,515,330	5,042,594	38,421,985	18%
State Funds	1,097,729	50,366,926	8,146,559	21,924,882	8,814,853	39,971,042	34%
Local - Bridge Toll	71,591	36,457,071	2,456,805	5,753,455	557,394	10,268,872	8%
Local - Alameda Sales Tax Measure B	32,532	4,682,484	890,980	3,659,111	712,813	-	34%
Local - San Francisco Sales Tax Prop K	-	1,300,000	-	-	-	1,300,000	0%
Local - Transportation Funds for Clean Air	-	50,000	-	50,000	-	-	0%
Total Capital Revenues	1,468,455	156,981,400	18,116,723	48,902,777	15,127,654	89,961,900	

MEMORANDUM

TO: Board Members

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

SUBJECT: WETA Federal Legislative Board Report – April 29, 2015

This report is divided into two sections:

1. Update on Congressional Efforts to Secure Long-Term Funding for Highways and Transit Programs
2. Our Efforts in Washington DC to Secure Funds Specifically for WETA

Congressional Efforts to Secure Long-Term Funding for Highways and Transit Programs

The pressure is on for Congress to do something with MAP-21. While current policy (program authorizations) expires on May 31, 2015, the Highway Trust Fund (HTF), which provides funding for highway and transit programs authorized through MAP-21, is not projected to run out until late July. This is why several members of Congress are advocating for a very short-term extension (roughly two months) of MAP-21 so that the expiration of the policy/program authorization aligns with the general timeframe for the HTF running out of money. This option would keep pressure on the Senate Finance and House Ways and Means Committees to come up with a longer-term funding solution; and the “clean” policy extension would allow Congress to extend MAP-21 without having to identify a new funding mechanism (at least right now), which would make this a much easier vote for members of Congress to take (but would obviously just delay a more politically difficult vote).

Other lawmakers continue to push for a longer extension, possibly through the end of the year. The argument for an extension through the end of the year is that it would give state DOTs certainty through the busy summer construction season, which lasts beyond September in some parts of the country. A longer extension would also give the Finance and Ways and Means Committees more time to come up with a solution, but it would also require a short-term funding mechanism to keep the HTF solvent for an additional six months. It has been reported that lawmakers would need to find about \$10 billion to shore up the HTF through December, which would likely consist of a patchwork of funding “gimmicks” and/or a transfer of money from the government’s general fund.

The open question is whether or not additional time will actually lead to a funding “solution”. Conventional wisdom says that it is not about time; instead it is about political courage (to increase the gas tax, for instance). Given the serious lack of political courage in Congress at the moment, and the fact that political courage will be more difficult to muster the closer we get to Presidential election season, those who are arguing for a very short term extension believe that an extension to the end of the year will not produce a long-term deal; instead, they believe an

extension to the end of the year will simply produce another long-term extension, likely until after the Presidential election in November of 2016.

Efforts in Washington DC to Secure Funds Specifically for WETA

Meanwhile, negotiations on a longer-term bill continue. We are staying in close contact with Senate Environment and Public Works (EPW) Committee staff working for EPW Ranking Member Barbara Boxer. The staff tells us that whatever bill comes out of the EPW Committee this year will track closely to the bill that the EPW Committee passed last summer. That bill contained a revamped – and better for WETA – formula for the Federal Highway Administration (FHWA) ferry funding program, in addition to more funding for the FHWA ferry program. This is positive news given that the current Chairman of the EPW Committee – Republican Senator Jim Inhofe from Oklahoma – advocated against ferry funding during the original debate over MAP-21 several years ago. Senator Inhofe’s new “position” on ferries has a lot to do with our work to ensure that Senator Boxer stands behind the new and improved formula, and our work to get newly elected Alaska Senator – and fellow Republican member of the EPW Committee – Dan Sullivan to communicate his support for ferry funding to Chairman Inhofe.

We are also continuing our outreach on the House Transportation and Infrastructure (T&I) Committee, where our biggest concern is the political clout of Republican Congressman Don Young from Alaska, who we believe will advocate for the current FHWA formula because it assigns a higher weight to route miles and a lower weight to passengers, thereby benefiting Alaska ferries. In an effort to defend against Young’s efforts, we are working with other public ferry systems to get Republican Congressman Frank LoBiondo (R-NJ) to support our position. LoBiondo represents the Congressional district that is home to the Cape May-Lewes Ferry.

We are also continuing to work with the Democrats on the T&I Committee that have traditionally been our champions – Reps Garamendi and Huffman from the Bay Area, and Rep Larsen from Washington State – and expanding our outreach to some T&I Committee members that represent Congressional districts in New York City and that have an interest in the Staten Island Ferry. As part of this outreach, we recently met with staff for T&I Committee Ranking Member Peter DeFazio, who is working with his Democratic counterparts to advocate for our interests.

END

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

(April 2, 2015)

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

1. ROLL CALL AND CALL TO ORDER – BOARD CHAIR

Chair Jody Breckenridge called the meeting to order at 1:02 p.m. and led the Board in the Pledge of Allegiance. Other directors present were Director Jeffrey DelBono and Director Timothy Donovan. Director Anthony Intintoli arrived at 1:07 p.m.

2. REPORT OF BOARD CHAIR

Chair Breckenridge noted that several agenda items would be reordered to accommodate a schedule conflict and a request from Director Del Bono.

3. REPORTS OF DIRECTORS

No reports.

4. REPORTS OF STAFF

Executive Director Nina Rannells referred the Board to her written report and noted that March had been a banner month for operations with boats at 90 to 100 percent of capacity.

Director DelBono congratulated and commended WETA staff on their work in regard to securing approval of the lease for the Central Bay Operations and Maintenance Facility. Ms. Rannells reviewed the efforts of Manager of Planning and Development Kevin Connolly and Senior Planner Michael Gougherty, who along with Ms. Rannells attended the City of Alameda Council meetings on March 3 and March 17. Ms. Rannells said that the project had received support from a wide range of stakeholders, including Bay Ship & Yacht Co., Ray Shipway of Masters, Mates & Pilots, and Andreas Cluver from the Alameda Building and Trades Council.

Chair Breckenridge asked about the status of the seal haul-out facility. Mr. Connolly said WETA had entered into a cooperative agreement with the City of Alameda to construct the haul-out facility and made \$100,000 available for this purpose. He said it was acknowledged in the agreement that doing so was contingent on the permitting agencies agreeing to meet the timetable involved but that both WETA and the City had agreed to make every effort to have the structure completed prior to construction of WETA's facility. Mr. Gougherty added that WETA had set up an 11-person working group enlisting Alameda officials who were interested in the project and that the committee was in the process of hiring an expert. Ms. Rannells noted that WETA staff had reached out to the City to start this process immediately following the City Council vote in support of the project.

Chair Breckenridge turned the discussion to the Downtown San Francisco Terminal Expansion project and asked for a status update on the Port of San Francisco MOU and the South Basin Improvement Phase. Mr. Gougherty said a draft MOU between WETA and the Port had been negotiated at the staff level and was currently being reviewed by counsel for both parties. He said that he anticipated it would be ready to bring forward for Board consideration at the May meeting. He said the timing would enable

WETA and the Port Commission to be in agreement prior to bringing the project before the BCDC for preliminary design review.

Director Intintoli asked for an update on the North Bay Operations and Maintenance Facility. Senior Planner Chad Mason said substantial completion of the landside is expected in May. Mr. Mason said 100% design on the waterside was expected next week or the week after.

Director Donovan asked for an update on the Coast Guard manning requirements issue. Ms. Rannells said there had been active discussion on the matter and that WETA had sent a letter to Captain Stump. She added that WETA had not yet been provided with the Coast Guard's work supporting the proposed changes.

Chair Breckenridge noted the tenuous position with the upcoming expiration of MAP-21 which is a capital funding source for the agency. She said this raises questions for the agency if matters do not get resolved this summer.

5. CONSENT CALENDAR

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

- 1) The Board of Directors meeting minutes of March 5, 2015;
- 2) Approval of an Amendment to Agreement with Lindsay Hart, LLP for Federal Legislative Representation;
- 3) Approval of an Amendment to Agreement with Broad & Gusman, LLP for State Legislative Representation;
- 4) Approval of an Amendment to Agreement with Perata Consulting, LLC for Strategic Consulting Services.

Director Intintoli seconded the motion and the consent calendar carried unanimously.

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

6. STATUS REPORT ON SOUTH SAN FRANCISCO FERRY SERVICE

Mr. Connolly presented this item beginning with a summary of the history of Board actions involving the South San Francisco service.

Mr. Connolly said the South San Francisco service was still experiencing a strong rate of growth in ridership, but that vessels were still under-utilized and could accommodate continued growth. He pointed out that there is substantial real estate and development activity taking place in South San Francisco which would build ridership even further. He said the City of South San Francisco's Planning Department cited the existence of the ferry as one of the catalysts that attracted office development to the City.

Regarding the MTC corrective action plan, WETA had continued to build ridership and find efficiencies, and Mr. Connolly said the agency was already in discussion with MTC staff, suggesting that the 3-year timetable is inadequate and that the service more properly needed a 10-year period to build a solid ridership base. Mr. Connolly also suggested that the system needed to be considered as a transportation network with a system-wide farebox recovery requirement and that it was almost impossible to isolate the services.

Director DelBono asked about the extent to which the agency had presented these views. Mr. Connolly said that MTC recognized that the South San Francisco service was on the right track and that three years may be an inadequate period of time to meet the standard. Ms. Rannells noted that the funding

WETA received from MTC is presented as a single line item for ferry services and not allocated on a service-by-service basis and that evaluating farebox recovery for the system as a whole would be in line with that.

Director Donovan asked about possible funding consequences if MTC should turn out to be unreceptive to WETA's case. Ms. Rannells said that the agency was proposing corrective action so that this issue could be looked at in the long term.

Director DelBono noted that the City of South San Francisco itself was on record as saying that the existence of the ferry is a driver of business to the City. Ms. Rannells agreed and believed there would be multiple opportunities to have a conversation with the City, MTC and to work with the community. Director Donovan said the service had a very slow start but that the numbers were looking a lot better.

Chair Breckenridge said it looked like WETA would need additional growth and new ridership beyond the current market to get to a 40 percent farebox recovery. She stated that the agency needed to continue advocating that MTC look at this over the long-term rather than revisiting the issue year-by-year.

7. APPROVE AMENDMENT TO AGREEMENT WITH MARCY WONG DONN LOGAN ARCHITECTS FOR DESIGN AND ENGINEERING SERVICES FOR THE RICHMOND FERRY TERMINAL EXPANSION PROJECT

Mr. Mason presented this item requesting Board approval of Amendment No. 3 to Agreement #10-014 with Marcy Wong Donn Logan (MWDL) Architects in the amount of \$1,200,000 to provide Phase II Final Design services for the Richmond Ferry Terminal Expansion Project and authorize the Executive Director to execute the amendment.

Director Donovan noted that WETA had been working with MWDL on this project for five years and asked whether WETA was assured of having continuity in terms of personnel. Mr. Mason said that out of all the consultants that he had worked with on a regular basis, MWDL was the only one that had no turnover. He said Marcy Wong and Donn Logan were both great resources at the principal level and had been there all along, as had Kent Royle, the principal architect. Mr. Mason added that the firm GHD was MWDL's engineer and that WETA was very familiar with GHD, both from this project and from having worked with them on the North Bay Operations and Maintenance Facility.

Chair Breckenridge asked about the timeline for projected completion of the project. Mr. Mason said that in terms of constructing the facility, WETA was targeting completion for the end of 2017 or early 2018.

Public Comment

Chad Smalley of the City of Richmond thanked the Board and said the City of Richmond was excited to see this next milestone.

Veronica Sanchez of Masters, Mates & Pilots also expressed excitement to see this project moving forward and asked about the source of the project's funding. Manager of Finance and Grants Lynne Yu said the construction was funded by Prop 1B.

Director Donovan made a motion to approve the item. Director DelBono seconded the motion, and the item carried unanimously.

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

8. OVERVIEW OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE) PROGRAMS AND GOAL ACHIEVEMENT

Administrative Policy Analyst and DBE Administrator Lauren Gularte presented this informational item, providing the Board with an overview of WETA's DBE and SBE programs.

Director DelBono asked if only federal contracts were covered by this program. Ms. Gularte said the requirement was for federal contracts but that the Board could direct staff at its discretion.

Director DelBono asked Ms. Gularte how WETA's DBE program worked. Ms. Gularte said WETA strongly encourages DBE and SBE participation but does not require DBE or SBE participation by setting DBE or SBE contract specific goals and therefore, cannot evaluate contracts based on DBE or SBE participation levels. She explained agencies set DBE goals by evaluating upcoming contracting opportunities and analyzing the number of DBEs available for that work. Information about WETA's contract procurements was distributed through the agency's email service and through the BOC quarterly newsletter and outreach events. WETA does not conduct direct outreach to DBEs on a per contract basis. Instead, DBE outreach is the requirement of a prime contractor.

Ms. Rannells asked Ms. Gularte if she included all upcoming contracting opportunities in the agency's outreach efforts. Ms. Gularte responded that she distributed information regarding all of WETA's upcoming contracts at outreach events.

Director DelBono asked if non-federal contracts were included in the DBE goal would it create more DBE participation. Ms. Rannells said it would likely result in more work for WETA but would not necessarily result in more DBE participation because WETA is already conducting outreach for all contracts. Ms. Gularte explained that in scoring a proposal, no point advantage can be given to a proposer for DBE participation as WETA did not have a per-contract goal. In order for WETA to give an advantage to a proposer for including DBE participation, the agency would have to set contract specific DBE goals and use DBE participation as selection criteria on the contract.

Director Donovan noted that the Census Bureau's County Business Patterns data referenced in Ms. Gularte's presentation was from 2010 and asked how often that information is updated. Ms. Gularte said that when WETA formulated its three-year goal, 2010 was the most recent version of the database.

Director DelBono asked what measures would help encourage smaller, local and diverse firms to participate in the bidding process. Ms. Rannells said staff could come back to the Board with a conversation on how to facilitate broader participation as the agency prepares its new goal. She cautioned that in the maritime environment opportunities were more limited than in general construction but said there may be ways for the agency to focus its efforts on areas where there are opportunities to attract DBEs. Ms. Gularte referred the Board to Table 1, reflecting the majority of agency funding for this goal period was in vessel construction, an area that was challenging in terms of DBE participation.

Director DelBono said he was thinking about the RFQ for On-Call Planning, Marine Engineering, and Professional Services. Ms. Gularte said those contracts had not been included in WETA's DBE/SBE goals because they were not federally funded.

9. AUTHORIZE RELEASE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL PLANNING, MARINE ENGINEERING AND PROFESSIONAL SERVICES

Mr. Mason presented this item requesting Board approval to authorize the release of an RFQ for consultants to provide on-call planning, marine, engineering and professional services to support WETA programs and services.

Director Donovan asked if it would be possible to look at small businesses for this RFQ.

Director DelBono made a motion to move this item to the next meeting to allow staff time to put together information and present ways to encourage more bids and proposals from DBE/SBE.

Director Donovan asked for clarification as to whether the item under discussion was to release an RFQ or to research for a list of providers. Mr. Mason replied that the item requested authorization to release the RFQ.

Director Intintoli seconded Director DelBono's motion to postpone the item.

Director Donovan asked if expertise or emergency assistance would be restricted to contractors on the on-call list. Ms. Rannells stated that she had her spending authority but that the list would allow the agency the ability to quickly tap into resources when needed. Chair Breckenridge asked if a provider not on the list could be signed to an emergency contract if a crisis arose. Ms. Rannells confirmed that was indeed the case.

Chair Breckenridge questioned if five years was the right term for the list of valid consultants and thought that it might be best to approve this through an administrative procedure, such that the Board would see the list only when it comes back from staff for approval.

Ms. Rannells said staff would work on details regarding DBE/SBE outreach and get back to the Board.

With a seconded motion still on the floor, Chair Breckenridge clarified that the motion was to revisit the item with updated information at the next monthly meeting. The motion then carried unanimously.

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

10. APPROVE CONTRACT AWARD FOR ENCINAL AND HARBOR BAY EXPRESS II VESSEL REPLACEMENT PROJECT

Operations Manager Keith Stahnke presented this item requesting Board approval of a contract award to Kvichak Marine Industries (Kvichak) for design-build construction of two replacement vessels in an amount not to exceed \$32,031,000; to authorize the Executive Director to negotiate and enter into a contract and take any other related actions as may be necessary to support this work and to authorize a budget increase of \$451,000 to the Vessel Replacement project in the FY 2014/15 Capital Budget in order to support full funding of the project.

Mr. Stahnke said there was no contract-specific DBE or SBE goal, and that although WETA encouraged the voluntary commitment of DBE and SBE participants, Kvichak Marine was not able to commit DBE or SBE participation in this contract.

Director Intintoli asked Mr. Stahnke to elaborate on the analysis of the difference in technical abilities between the two bidders. Mr. Stahnke said it was hard to single out specific differences, given that there were 40 factors in the Step Two scoring alone, but he felt that that Kvichak's experience and level of detail in emissions systems was one area that stood out.

Director Intintoli asked if Mr. Stahnke had had a chance to review the 9-point document distributed by Marine Group Boat Works (MGBW). Mr. Stahnke said he had just received the document and had not reviewed it.

Director Donovan asked if the same committee members evaluated Step 1 and Step 2. Mr. Stahnke said that there were slight differences in the make-up of the committee due to availability.

Director Donovan referred to Table 3 and asked if the \$1.92 million for Project Management and Administration was the budget for Aurora Marine Design (AMD). Ms. Rannells said that money was allocated to support things like attorney's fees, construction management, internal costs and staff costs to support the project from beginning to end.

Director Donovan stated that AMD was rewarded a substantial contract to support development of the RFP and work through the construction phase and wanted to clarify that AMD was responsible for the construction management. Ms. Rannells and Mr. Stahnke affirmed this was the case.

Director Donovan noted that Kvichak was given an opportunity to do a best and final offer when they were the apparent winner of the contract and asked if MGBW had been allowed to do the same. Mr. Stahnke said that when WETA asked both bidders for revised Best and Final Offers that this was the opportunity for both shipyards to submit their best-price offer. When the winner was determined, WETA conducted direct negotiations with Kvichak, reviewing contract terms and final details to negotiate additional price savings. Ms. Rannells noted that the final scores utilized in determining the winning bidder were based upon the Best and Final Offer submittals.

Director Del Bono noted that MGBW's document included a claim that a California bidder had to pay prevailing wage whereas an out-of-state bidder did not. Ms. Rannells noted her understanding that there was a prevailing wage provision in the contract that required the contractors to meet the laws within their state. Mr. Stahnke confirmed that the local prevailing wage applies and that in Washington, the Washington state prevailing wage would be required.

Director Donovan mentioned that there was a substantial difference between California and out-of-state emissions requirements. He asked whether Kvichak was fully aware of the California and Bay Area emissions requirements. Mr. Stahnke confirmed that they are and noted that WETA's requirements exceed federal and state requirements and Ms. Rannells added that specific emissions requirement, which are included in WETA's enabling legislation, were included in the RFP document and that meeting these requirements was required of all proposers..

Director Intintoli asked if that meant that Kvichak had a greater ability to respond to that higher standard or had more experience. Mr. Stahnke said the WETA set a standard that had to be complied with and that this was a non-acceptance issue. He said there are different ways to meet the requirement and felt the proposal from Kvichak offered substantially less risk to WETA.

Director Intintoli asked if WETA had previously done business with MGBW. Mr. Stahnke noted that the agency had awarded a contract to MGBW in San Diego for the *Bay Breeze* refurbishment project.

Director Del Bono noted that the prevailing wage is substantially lower out-of-state than in California and asked if the prevailing wage difference was taken into consideration in the bidding process. He asked whether WETA asked bidders about wages. Mr. Stahnke said staff did not do so in determining contract award; however, staff will review certified payroll for compliance.

Public Comment

Todd Roberts of MGBW said that MGBW was a certified small family-owned business located in California employing 195 Californians. Mr. Roberts thanked WETA staff and the evaluation committee for doing an excellent job in evaluating the RFP and said that Kvichak was an excellent builder and he was honored to be only 30 points out of a thousand apart from one of the best builders in the industry.

He said that as the Board had already heard today, it is a goal of WETA to meet and exceed small business requirements. He said it had been publicly announced that effective April 1, Kvichak had been acquired by Vigor Industrial, a large business conglomerate in the Pacific Northwest adding that small-business and manufacturing growth in California grows the industrial base that WETA depends on to build and service future vessels. He stated that MGBW would employ two major Bay Area subcontractors, Valley Power Systems, and Reliable Marine Electronics who would be the people that would provide warranted maintenance and can respond on short notice which would be of value to WETA. Mr. Roberts said MGBW thinks prevailing wage pays higher wages to Californians and allows them to pay more federal tax, more income tax, buy property, and reinvest in their community. He cited a Maritime Administration study that said for every dollar spent in a shipyard, \$2.66 is spent in the regional economy which would be an approximately \$80 million benefit to the state and regional economy if the boats were built in California. He said it was also important to keep a large vendor base as it can cost tens of thousands of dollars to put together an RFP, such that the vendor base will continue to shrink, competition will decrease, and costs will go up. He noted that Washington state law mandates that Washington ferries be built in-state and that on the federal level, the FTA had done away with its past prohibition against local preference; however, he was endorsing the concept of offering more value to WETA. He said Washingtonians find value in keeping the business local and having an industrial base that can service their fleet. He said that of the two methods of emissions-compliance design that were available, MGBW took the route that provided a guarantee of compliance. Finally, he compared Kvichak to a Blackberry phone that was 30 points out of a thousand points better than its competitor but a million dollars more expensive and left WETA with a \$400,000 shortfall. He said MGBW was an iPhone, one million less expensive and leaving WETA with a budget surplus of \$400,000.

Public Comment

Ian McDaniel of Reliable Marine Electronics believed there was value added when the electricians who installed the systems on the boat are locally available to maintain it. He said that for warranty work, downtime was very expensive and that Reliable Marine had been able to respond on a same-day basis.

Public Comment

Keith Whittemore of Kvichak Marine Industries thanked WETA staff and said that Kvichak was also a small business and was involved in the construction of all four of WETA's Gemini class boats. He said Kvichak prided itself on delivering on time, on quality, on performance and on price.

Director Donovan asked if Kvichak was associated with Vigor Industrial. Mr. Whittemore said Kvichak was working on a potential merger with Vigor but that the deal had not closed. He said he felt the Vigor merger would be the best thing for Kvichak for the viability of shipbuilding in the long term, both in California and in Washington and Alaska, but that it was not yet known whether the merger would be completed.

Director DelBono returned to the issue of the prevailing wage stating that this contract involved California taxpayer money and this was an issue for him.

Director Donovan asked whether California had established a prevailing wage in the ship repair or shipbuilding industry. Mr. Whittemore said the California wage was \$20 an hour and added that Kvichak paid more than that.

Director Intintoli stated that the contractor selection process was never easy and that he had to look at what would best serve the public. He stated that the public wanted boats that were reliable and met emission requirements. Director Intintoli said he was unwilling to take the chance that WETA would not

have the boats it had paid for, on time and on schedule with all of the needed expertise in place, and therefore, he made a motion to follow the staff recommendation and approve the contract with Kvichak.

Director Donovan said that given the broad representation of the evaluation committee, staff had done a very good job of getting the information and presenting it to the Board. He acknowledged that choosing between the two firms was a sensitive issue and noted that Kvichak's bid was a million dollars higher, but said that if staff felt that was made up in the value of the product, he would also support the recommendation to award to Kvichak.

Director Donovan seconded the motion to approve the item. The motion carried on a 3-1 vote.

Yeas: Breckenridge Donovan, Intintoli. Nays: DelBono.

11. STATUS REPORT ON EFFORTS TO UPDATE EMERGENCY RESPONSE PLANS

Mr. Stahnke presented this informational item. He said many developments have occurred since 2009 when WETA initially completed its legislatively-mandated Emergency Water Transportation System Management Plan (EWTSMMP) and Emergency Operations Plan (EOP). He said that staff is prepared to update the current EWTSMMP and EOP plans in the coming months and that WETA had contracted with Lee Rosenberg of Navigating Preparedness Associates to outline an approach to updating the plans.

Chair Breckenridge said she was interested in the feedback that WETA had received from its outreach efforts on this issue and to know the other agencies' understanding WETA's role in an emergency situation. She asked if there were surprises in the feedback or significant gaps in understanding.

Mr. Stahnke said that his sense was that there was indeed a disconnect in other agencies' understanding of WETA's role, particularly with federal partners such as FEMA and the Coast Guard.

Ms. Gularte said that WETA had conducted five meetings with stakeholder agencies, including the Coast Guard, MTC, the San Francisco Department of Emergency Management, CalOES, and Blue & Gold Fleet. She said the perception of WETA's role is somewhat on track with what is required by the enabling legislation but that there also appeared to be confusion over who would be making decisions on priorities in a federal/state/local response situation. She felt there was possibly a belief that WETA had more authority than it does.

Ms. Rannells concurred, saying that WETA had to continually remind its partners that its role and authority is limited to coordination of ferry transit services.

Chair Breckenridge said the legislation is clear that WETA's role is that of a coordinator and that there would be a great deal of coordination involved that would be out of WETA's control.

Ms. Gularte said CalOES and FEMA were jointly developing a catastrophic plan and had done a variety of workshops. She said that as part of a mass-care course-of-action workshop, WETA emphasized that the agency would be working in conjunction with the other partners, such as the American Red Cross, that are established to provide other, complementary services such as shelter and care.

Chair Breckenridge said other emergency response issues included funding mechanisms, WETA staff presence in an emergency, and vessel crews along with security clearances. Mr. Stahnke concurred and noted that WETA was not the only transit or responder agency that had to deal with credentialing issues and clearance.

Director DelBono asked if necessary training would be provided to crews. Mr. Stahnke said that Blue & Gold Fleet was responsible for conducting training and WETA participated in their training program. He said there had been internal discussion regarding additional training relating to emergency preparedness and response.

Chair Breckenridge said she had participated in a table-top exercise during Fleet Week and stated that the San Francisco Fire Department was integrated in training programs for first responders and that they were a potential resource.

Ms. Rannells said people were pleased that WETA had reached out with this conversation at stakeholder meetings. She said MTC was also in the process of updating its plan.

Chair Breckenridge asked about the communication between MTC and CalOES and their expectations of WETA working through two different systems. Ms. Gularte said that throughout the meetings she had attended on the CalOES and FEMA plan, she had consistently emphasized that WETA works in conjunction with MTC and that the agency needs MTC to be at the table in any place where WETA operates.

Mr. Stahnke said he had been a multi-year participant on the Transportation Response Plan Steering Committee with CalOES at the meeting and that there had been a lot of discussion between CalOES and MTC. He said this was the CalOES Regional Emergency Operations Center (REOC) and since REOC has had some issues with organization, there were a few disconnects there. He talked about the Regional Incident Mobility Plan (RIMP), which primarily involved WETA, CHP, Caltrans, OES, and MTC as a coordinating group but that it was dependent on MTC taking a lead role, and the effort stalled out during the REOC reorganizations. He said it was a program that WETA staff would encourage MTC to re-establish.

Chair Breckenridge said that this was an important issue for WETA and gave kudos to the staff for its proactive outreach. She said that the alignment of expectations was a key issue for her.

Public Comment

Jerry Bellows of the Maritime Administration said he was looking forward to the plan. He said it was his understanding that many agencies were working together to coordinate their plans and to update them this year, so he was glad to see WETA participating.

Public Comment

Veronica Sanchez of Masters, Mates & Pilots asked about whether the emergency plan would include an assessment of the role to be played by the Central Bay Operations and Maintenance Facility. Chair Breckenridge said that beyond the people who are going to the REOC or wherever the transportation node is located, the Central Bay would certainly come into play in an emergency.

Ms. Sanchez said that addressing the issue of credentialing would benefit not only WETA staff but the captains and the deckhands as well. Chair Breckenridge concurred.

Ms. Sanchez said she had participated in many emergency plans and preparations, both as a consultant and as a stakeholder for the MMP and that she found that action items for where agencies need to have their mandates changed was lacking. She said that if it turned out there needed to be changes made to mandates, in terms of authorizing legislation, that this emergency plan is a document that could reflect that need. She said the next step would be a legislative or a public advocacy document.

Chair Breckenridge agreed, saying that that if Navigating Preparedness Associates and WETA staff found barriers that current legislation imposed, it would raise the question as to whether the agency needed to pursue changes to its authorizations.

12. ADJOURNMENT

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

Respectfully Submitted,

Board Secretary

MEMORANDUM

TO: Board Members

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

SUBJECT: Authorize Filing Applications with the Metropolitan Transportation Commission for FY 2015/16 Regional Measure 2 Operating Funds

Recommendation

Authorize the Executive Director to file applications with MTC for a total of \$18.3 million FY 2015/16 Regional Measure 2 (RM2) operating funds and to take any other related actions as may be required to secure these funds.

Background

In 2004, voters approved Regional Measure 2 (RM2), authorizing an additional toll increase on the state owned bridges in the Bay Area. This extra \$1.00 is to fund various transportation projects within the region including both capital projects and operating support for a number of transit services as identified in Section 30914(c) and (d) of the California Street and Highways Codes (S&HC). This measure included \$3 million to support WETA Planning and Administration functions as well as \$15.3 million to support ferry service operation for Vallejo, Alameda, South San Francisco and Berkeley/Richmond Transbay ferry services.

Senate Bills 976 (2007) and 1093 (2008), which reconstituted the Water Transit Authority to the Water Emergency Transportation Authority, amended Section 30914 (d) of the California Street and Highways Codes (S&HC) to consolidate RM2 funds for ferry service operation under one project to support WETA's transbay ferry services beginning January 1, 2008. Under MTC's administration, these funds are made available to WETA on an annual "use-it-or-lose-it basis.

Discussion

This item authorizes staff to prepare and submit applications to MTC for all available RM2 operating funds to support agency planning, administration and ferry service operations as identified in the proposed FY 2015/16 Operating Budget.

WETA is eligible to receive annual allocations of RM2 operating funds to support 1) general agency administrative and planning activities and 2) transbay ferry services. As identified in the proposed FY 2015/16 Operating Budget, RM2 operating funds will be requested for:

- WETA Planning and General Administration \$ 3.0 million
- Transbay Ferry Services \$15.3 million

Fiscal Impact

This item authorizes actions to secure Regional Measure 2 operating funds to support WETA's FY 2015/16 Operating Budget as proposed.

END

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2015-10

AUTHORIZE FILING AN APPLICATION WITH THE METROPOLITAN TRANSPORTATION COMMISSION FOR FY 2015/16 REGIONAL MEASURE 2 OPERATING FUNDS

WHEREAS, SB 916 (Chapter 715, Statutes 2004), commonly referred as Regional Measure 2, identified projects eligible to receive funding under the Regional Traffic Relief Plan; and

WHEREAS, the Metropolitan Transportation Commission (MTC) is responsible for funding projects eligible for Regional Measure 2 funds, pursuant to Streets and Highways Code Section 30914(c) and (d); and

WHEREAS, MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 2 funding; and

WHEREAS, allocations to MTC must be submitted consistent with procedures and conditions as outlined in Regional Measure 2 Policy and Procedures; and

WHEREAS, the San Francisco Bay Area Water Emergency Transportation Authority (WETA) is an eligible sponsor of transportation project(s) in Regional Measure 2, Regional Traffic Relief Plan funds; and

WHEREAS, WETA's Transbay Ferry Service (*Project #6*) and Regional Planning and Operations (*Project #11*) are eligible for consideration in the Regional Traffic Relief Plan of Regional Measure 2, as identified in California Streets and Highways Code Section 30914(c) or (d); and

WHEREAS, the Regional Measure 2 allocation request, attached hereto in the Operating Assistance Proposal and incorporated herein as though set forth at length, demonstrates a fully funded operating plan that is consistent with the adopted performance measures, as applicable, for which WETA is requesting that MTC allocate Regional Measure 2 funds; and

WHEREAS, Part 2 of the project application, attached hereto and incorporated herein as though set forth at length, includes the certification by WETA of assurances required for the allocation of funds by MTC; now, therefore, be it

RESOLVED, that WETA, and its agents shall comply with the provisions of the Metropolitan Transportation Commission's Regional Measure 2 Policy Guidance (MTC Resolution No. 3636); and be it further

RESOLVED, that WETA certifies that the project is consistent with the Regional Transportation Plan (RTP)

RESOLVED, that WETA approves the updated Operating Assistance Proposal, attached to this resolution; and be it further

RESOLVED, that WETA approves the certification of assurances, attached to this resolution; and be it further

RESOLVED, that WETA is an eligible sponsor of projects in the Regional Measure 2 Regional Traffic Relief Plan, Capital Program, in accordance with California Streets and Highways Code 30914(d); and be it further

RESOLVED, that WETA is authorized to submit an application for Regional Measure 2 funds for (project name) in accordance with California Streets and Highways Code 30914(d); and be it further

RESOLVED, that WETA certifies that the projects and purposes for which RM2 funds are being requested are in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 et seq.) and, if relevant the National Environmental Policy Act (NEPA), 42 USC Section 4-1 et. seq. and the applicable regulations thereunder; and be it further

RESOLVED, that there is no legal impediment to WETA making allocation requests for Regional Measure 2 funds; and be it further

RESOLVED, that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of WETA to deliver such project; and be it further

RESOLVED, that WETA indemnifies and holds harmless MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of WETA, its officers, employees or agents, or subcontractors or any of them in connection with its performance of services under this allocation of RM2 funds. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM2 funds as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages.

RESOLVED, that WETA shall, if any revenues or profits from any non-governmental use of property (or project) that those revenues or profits shall be used exclusively for the public transportation services for which the project was initially approved, either for capital improvements or maintenance and operational costs, otherwise the Metropolitan Transportation Commission is entitled to a proportionate share equal to MTC's percentage participation in the projects(s); and be it further

RESOLVED, that WETA authorizes its Executive Director, or her designee, to execute and submit an allocation request for operating or planning costs for Fiscal Year 2015/16 with MTC for Regional Measure 2 funds in the amount of \$18,500,000, for the project, purposes and amounts included in the project application attached to this resolution; and be it further

RESOLVED, that the Executive Director, or her designee, is hereby delegated the authority to make non-substantive changes or minor amendments to the IPR as she deems appropriate.

RESOLVED, that a copy of this resolution shall be transmitted to MTC in conjunction with the filing of the WETA application referenced herein.

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 May 7, 2015.

YEA:

NAY:

ABSTAIN:

ABSENT:

/s/ Board Secretary

2015-10

END

MEMORANDUM

TO: Board Members

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

SUBJECT: Authorize the Filing of an Application with the Metropolitan Transportation Commission for \$12,000,000 Regional Measure 2 Capital Funds

Recommendation

Authorize the Executive Director, or her designee, to execute and submit an application, related assurances and allocation request with the Metropolitan Transportation Commission (MTC) for Regional Measure 2 (RM2) funds in the amount of \$12,000,000 to support the purchase of two vessels for the Richmond ferry service.

Background/Discussion

In March 2004, voters passed Regional Measure 2 (RM2) raising toll for all vehicles on the seven State-owned toll bridges in the San Francisco Bay Area by \$1.00. This extra dollar is used to fund various transportation projects within the region that have been determined to reduce congestion or to make improvements to travel in the toll bridge corridors.

The RM2 program includes \$12,000,000 to for the purchase of two vessels for ferry services between Berkeley/Albany and San Francisco, which can be utilized for Richmond ferry service in the event that Berkeley service are infeasible to implement. In late 2013, as a part of an overall effort to review all remaining RM2 capital projects, MTC requested WETA to identify how these funds would be spent and provided WETA until Spring 2015 to request an allocation of funds. In March 2014, the Board reviewed the status of the Berkeley and Richmond services and concurred with the staff assessment that it would be infeasible to assume use of RM2 capital funds for Berkeley service under MTC's timeframe given the complexity of the environmental process and the lack of a dedicated operating fund source to support system operation. The Board further recognized that Richmond service, which was further along in the environmental process and which had the potential to receive operating funds from the Contra Costa County Measure J transportation sales tax would be the better fit for the RM2 capital funds.

In September 2014, WETA Board of Directors (Board) adopted the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Richmond ferry service, completing the CEQA process. Staff continues to work with FTA to complete the NEPA environmental review and approval process.

On March 5, 2015, the Board approved a Memorandum of Understanding and Funding Agreement with the Contra Costa County Transportation Authority that defines roles and responsibilities, services and funding for new service between the City of Richmond and downtown San Francisco. This agreement secures a commitment from the Contra Costa Transportation Authority of Measure J funds to support service operation for a minimum of 10 years. Additionally, this agreement assigns WETA the responsibility to fund and implement the capital portion of this project, including construction of the Richmond terminal facility and procurement of service vessels. The funding plan for these capital assets assumes the use of the \$12 million Berkeley/Richmond RM2 funds to support vessel procurement.

As a part of MTC's RM2 Regional Traffic Relief Plan Policies and Procedures, project applicants are required to adopt resolutions formally authorizing project application with MTC and providing various assurances. The full list of certifications and assurances are contained in the Board Resolution associated with this item. These certifications and assurances effectively serve as a part of the contract between WETA and MTC for the requested funds.

This item allows staff to move forward to request an allocation of funds from MTC for \$12 million in Regional Measure 2 funds to support the procurement of two vessels to support operation of the Richmond ferry service. Staff will return to the Board with recommendation for the release of Request for Proposals (RFP) for this project in the coming months.

Fiscal Impact

The *Richmond Ferry Service - Vessels* project is included in the FY2015/16 Capital Budget at a cost of \$42,000,000 and is funded with Federal Transit Administration, Regional Measure 2 and Proposition 1B funds.

END

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2015-11

AUTHORIZE FILING AN APPLICATION WITH THE METROPOLITAN TRANSPORTATION COMMISSION FOR REGIONAL MEASURE 2 CAPITAL FUNDS

WHEREAS, SB 916 (Chapter 715, Statutes 2004), commonly referred as Regional Measure 2, identified projects eligible to receive funding under the Regional Traffic Relief Plan; and

WHEREAS, the Metropolitan Transportation Commission (MTC) is responsible for funding projects eligible for Regional Measure 2 funds, pursuant to Streets and Highways Code Section 30914(c) and (d); and

WHEREAS, MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 2 funding; and

WHEREAS, allocations to MTC must be submitted consistent with procedures and conditions as outlined in Regional Measure 2 Policy and Procedures; and

WHEREAS, the San Francisco Bay Area Water Emergency Transportation Authority (WETA) is an eligible sponsor of transportation projects in Regional Measure 2, Regional Traffic Relief Plan funds; and

WHEREAS, the *Expansion Vessels – Richmond Ferry Service* project is eligible for consideration in the Regional Traffic Relief Plan of Regional Measure 2, as identified in California Streets and Highways Code Section 30914(c) or (d); and

WHEREAS, the Regional Measure 2 allocation request, attached hereto in the Initial Project Report (IPR) and incorporated herein as though set forth at length, lists the project, purpose, schedule, budget, expenditure and cash flow plan for which WETA is requesting that MTC allocate Regional Measure 2 funds; now, therefore, be it

RESOLVED, that WETA, and its agents shall comply with the provisions of the Metropolitan Transportation Commission's Regional Measure 2 Policy Guidance (MTC Resolution No. 3636); and be it further

RESOLVED, that WETA certifies that the project is consistent with the Regional Transportation Plan (RTP); and be it further

RESOLVED, that the year of funding for any design, right-of-way and/or construction phases has taken into consideration the time necessary to obtain environmental clearance and permitting approval for the project; and be it further

RESOLVED, that the Regional Measure 2 phase or segment is fully funded, and results in an operable and useable segment; and be it further

RESOLVED, that WETA approves the updated IPR, attached to this resolution; and be it further

RESOLVED, that WETA approves the cash flow plan, attached to this resolution; and be it further

RESOLVED, that WETA has reviewed the project needs and has adequate staffing resources to deliver and complete the project within the schedule set forth in the updated IPR, attached to this resolution; and, be it further

RESOLVED, that WETA is an eligible sponsor of projects in the Regional Measure 2 Regional Traffic Relief Plan, Capital Program, in accordance with California Streets and Highways Code 30914(c); and be it further

RESOLVED, that WETA is authorized to submit an application for Regional Measure 2 funds for (project name) in accordance with California Streets and Highways Code 30914(c); and be it further

RESOLVED, that WETA certifies that the projects and purposes for which RM2 funds are being requested is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 et seq.) and if relevant the National Environmental Policy Act (NEPA), 42 USC Section 4-1 et. seq. and the applicable regulations thereunder; and be it further

RESOLVED, that there is no legal impediment to WETA making allocation requests for Regional Measure 2 funds; and be it further

RESOLVED, that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of WETA to deliver such project; and be it further

RESOLVED, that WETA agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866; and be it further

RESOLVED, that WETA indemnifies and holds harmless MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of WETA its officers, employees or agents, or subcontractors or any of them in connection with its performance of services under this allocation of RM2 funds. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM2 funds as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages, and be it further

RESOLVED, that WETA shall, if any revenues or profits from any non-governmental use of property (or project) that those revenues or profits shall be used exclusively for the public transportation services for which the project was initially approved, either for capital improvements or maintenance and operational costs, otherwise the Metropolitan Transportation Commission is entitled to a proportionate share equal to MTC's percentage participation in the project; and be it further

RESOLVED, that assets purchased with RM2 funds including facilities and equipment shall be used for the public transportation uses intended, and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for its useful life, that the Metropolitan Transportation Commission (MTC) shall be entitled to a present day value refund or credit (at MTC's option) based on MTC's share of the Fair Market Value of the said facilities and equipment at the time the public transportation uses ceased, which shall be paid back to MTC in the same proportion that Regional Measure 2 funds were originally used; and be it further

RESOLVED, that WETA shall post on both ends of the construction site at least two signs visible to the public stating that the Project is funded with Regional Measure 2 Toll Revenues; and be it further

RESOLVED, that WETA authorizes its Executive Director, or her designee, to execute and submit an allocation request for the final design / PS&E phase with MTC for Regional Measure 2 funds in the amount of \$12,000,000 for the project, purposes and amounts included in the project application attached to this resolution; and be it further

RESOLVED, that the Executive Director, or her designee, is hereby delegated the authority to make non-substantive changes or minor amendments to the IPR as he/she deems appropriate.

RESOLVED, that a copy of this resolution shall be transmitted to MTC in conjunction with the filing of WETA application referenced herein.

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 May 5, 2015.

YEA:

NAY:

ABSTAIN:

ABSENT:

/s/ Board Secretary

2015-11

END

MEMORANDUM

TO: Board Members

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

SUBJECT: Approve Amendment to Agreement with GHD for Engineering and Construction Support Services for the North Bay Operations and Maintenance Facility

Recommendation

Approve Amendment No. 2 to Agreement #12-017 with GHD Inc. in the amount of \$120,000 to provide engineering and construction support services for the North Bay Operations and Maintenance Facility and authorize the Executive Director to execute the amendment.

Background

GHD (previously Winzler and Kelly Consulting Engineers) entered into a contract with the City of Vallejo in 2004 to provide project development and support services for the Vallejo Ferry Maintenance Facility (North Bay Operations and Maintenance Facility) Project. During the period between 2004 and 2012, GHD provided a variety of project planning, design, engineering and permitting services to the City to support this project for a contract amount of \$3,962,371.

In October 2011, the WETA Board of Directors approved the Ferry Service Operations Transfer Agreement between WETA and the City of Vallejo. This agreement included transfer of the Vallejo Ferry Maintenance Facility Project and related contracts, which were ultimately all transferred to WETA with the service in July 2012. Since the transfer, GHD has continued to provide project design, engineering, and permitting services to WETA. In particular, GHD has assisted with redesign of the landside and waterside components of the project in an effort to reduce construction costs. This redesign effort consumed a substantial portion of the remaining budget. GHD has also prepared the specifications and drawings used for the procurement of the landside construction contract and has assisted with evaluation of proposals for the landside construction contract, which was awarded to West Bay Builders in August 2013.

On December 12, 2013, the WTA Board of Directors approved amendment No. 1 to the agreement with GHD for additional funds in the amount of \$450,000.

Discussion

GHD has provided a full complement of professional services and support throughout the design and development of this project. Continuation of these services through the construction phase of this project will be important to enable staff to effectively manage the balance of Phase 2 waterside project permitting activities and to provide technical design and engineering support during final design and construction of this design-build project. These

services are especially important to WETA and the project as the agency does not have its own internal engineering staff resources.

Since the landside construction and waterside contracts were awarded, GHD's role has transitioned to including engineering and construction support. The landside construction contract is near completion. The engineering support role for GHD will continue throughout the waterside construction phase. The engineering services provided by GHD required more time and resources than estimated for the scope of work under Amendment No. 1. The additional time and resources resulted from providing assistance in addressing the discovery of unknown conditions during subsurface excavation work for the utility systems and structural issues during the rehabilitation of Building 165. GHD also provided special inspection services for construction testing and inspections required by the City of Vallejo Building Department. The special inspections and testing required additional resources due to contractor scheduling and variable site conditions encountered during the landside construction.

GHD will continue to provide engineering and construction support as the project moves into completion of the waterside construction phase. These services include special inspection services for construction testing and inspections required by the City of Vallejo Building Department for the waterside phase.

The recommended contract amendment is for an amount not to exceed \$120,000 to cover project engineering, design, permitting, and other engineering support services that may be necessary through project construction and closeout. Work under this contract will be managed and completed based upon task orders issued by WETA staff within the overall contract limit.

Fiscal Impact

Approval of the amendment would increase the total not-to-exceed budget amount for the contract by \$120,000, from \$4,412,371 to \$4,532,371. Sufficient funds are included in the North Bay Operations and Maintenance Facility project budget, funded with Federal Transit Administration, Proposition 1B and State Transportation Improvement Program (STIP) funds, to support this amendment.

END

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2015-12

APPROVE AMENDMENT TO AGREEMENT WITH GHD. FOR ENGINEERING SERVICES FOR THE NORTH BAY OPERATIONS AND MAINTENANCE FACILITY

WHEREAS, in December 2004 the City of Vallejo entered into a Consultant and Professional Services Agreement with Winzler and Kelly Consulting Engineers for engineering, planning, permitting, and related services for the Vallejo Ferry Maintenance Facility; and

WHEREAS, through 2012 the City of Vallejo amended the contract, scope of work and contract value to a total contract amount of \$3,962,371, and to acknowledge a consultant name change from Winzler and Kelly Consulting Engineers to GHD Inc.; and

WHEREAS, in October 2011 WETA approved the Ferry Service Operations Transfer Agreement among San Francisco Bay Area Water Emergency Transportation Authority and the City of Vallejo including transition of the Vallejo Ferry Maintenance Facility Project and GHD Inc. contract; and

WHEREAS, on December 12, 2013 WETA approved an amendment to the Agreement with GHD Inc. for additional funds in the amount of \$450,000; now, therefore, be it

WHEREAS, WETA staff has recommended amending the Agreement with GHD Inc. to approve additional funds in the amount of \$120,000; now, therefore, be it

RESOLVED, that the Board of Directors hereby approves Amendment No. 2 to Agreement No. 12-017 with GHD Inc. in the amount of \$120,000 for a total contract amount not to exceed \$4,532,371; and be it further

RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute the amendment 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 May 7, 2015.

YEA:
NAY:
ABSTAIN:
ABSENT:

/s/ Board Secretary

2015-12

END

MEMORANDUM

TO: Board Members

**FROM: Nina Rannells, Executive Director
Kevin Connolly, Manager, Planning & Development
Mike Gougherty, Senior Planner**

SUBJECT: Public Hearing on Proposed Ballpark Fare Changes

Purpose

Hold a Public Hearing to receive comments on the proposed ballpark ferry service fare changes. Speakers will be asked to clearly state their name and city of residence for the record and to keep their comments to 3 minutes or less. Once all public comments are received the hearing will be closed.

Background

On March 5, the Board authorized staff to conduct outreach with riders on three alternative fare change proposals for the 2015 Giants baseball season that are each consistent with the WETA Fare Policy objective for special event services. On March 13, a summary of the initial proposed Fare Program was posted to the WETA website and noticed to riders for public comment. Additionally, staff hosted an early evening public informational meeting on March 26 at Pier 1 in San Francisco to encourage riders to review the alternative proposals and provide comments in-person. The outreach effort was consistent with the process followed for previous fare changes; however, staff has received only 2 comments as of the release of this staff report. Comments received include a request for additional information and an expression of support for the current policy, which was understood to apply operating subsidies to standard WETA services rather than special event services.

A full summary and analysis of each proposed alternative is included in the staff report for Item No. 8 of the May 7, 2015 WETA Board of Directors Meeting Agenda. Agenda Item No. 8 also includes a staff recommendation that the Board approve Alternative #3 as the preferred option for Ballpark ferry service fare changes that would take effect in July 2015. The fare structure for each of the three alternatives considered and proposed for public comment is provided below.

Alternative #1 – One-Way Flat Fare

	Vallejo		AOSF	
	Current	Proposed	Current	Proposed
Adult	\$13.50	\$15.00	\$7.50	\$7.50
Monthly Pass	\$290/month	N/A	N/A	N/A
Youth	\$6.75 (6-12)	N/A	\$4.75 (5-12)	N/A
Senior/Disabled	\$6.75	N/A	\$5.25	N/A
Military	N/A	N/A	\$6.25	N/A

Alternative #2 – One-Way Standard WETA Discount Fares

	Vallejo		AOSF	
	Current	Proposed	Current	Proposed
Adult	\$13.50	\$16.80	\$7.50	\$7.70
Monthly Pass	\$290/month	\$307/month	N/A	N/A
Youth	\$6.75 (6-12)	\$8.40 (5-18)	\$4.75 (5-12)	\$3.80 (5-18)
Senior/Disabled	\$6.75	\$8.40	\$5.25	\$3.80
Military	N/A	N/A	\$6.25	N/A

Alternative #3 – One-Way Reduced Discount Fares

	Vallejo		AOSF	
	Current	Proposed	Current	Proposed
Adult	\$13.50	\$14.20	\$7.50	\$7.50
Monthly Pass	\$290/month	\$307/month	N/A	N/A
Youth	\$6.75 (6-12)	\$10.60 (5-18)	\$4.75 (5-12)	\$5.60 (5-18)
Senior/Disabled	\$6.75	\$10.60	\$5.25	\$5.60
Military	N/A	N/A	\$6.25	N/A

Fiscal Impact

There is no fiscal impact associated with this item.

END

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Executive Director
Kevin Connolly, Manager, Planning & Development
Mike Gougherty, Senior Planner

SUBJECT: Approve Ballpark Ferry Service Fare Changes

Recommendation

Approve the proposed ballpark ferry service fare changes under Alternative #3 and authorize the Executive Director to take related actions necessary to implement the fare changes.

Background

In November 2011, WETA adopted a Fare Policy that was developed to support system cost recovery and promote ridership. In September 2014, WETA developed and approved a FY2015-2020 Fare Program that standardizes fare categories, establishes common fare products, promotes consistent discount pricing and provides for annual fare increases over a multi-year period for regular WETA services. Because the 2011 Fare Policy identified a separate objective for special event services - to recover the full incremental cost of these through farebox or other special revenues - these services were not included in the FY2015-2020 Fare Program.

Ballpark ferry services have been provided by WETA and predecessor ferry operators since the opening of AT&T Park as the San Francisco Giants new home along the central San Francisco waterfront area known as China Basin. Since the inaugural 2000 season at AT&T Park, home attendance for Giants games has regularly ranked amongst the top five of Major League Baseball, consistently drawing over 40,000 fans per game. As part of a strategy to minimize potential impacts caused by game day traffic, the Port of San Francisco and Giants agreed to construct the China Basin Ferry Terminal adjacent to the ballpark to encourage fans to take ferries to the ballpark.

Ferry services at the ballpark offer other benefits in addition to mitigating local traffic impacts near the ballpark on game days. Ballpark ferry services divert the surge of riders that would otherwise crowd transit services, thus minimizing potential disruptions for regular commuters. Without this diversion, capacity on the regular commuter ferries would frequently be maxed out and riders would be left behind. The ballpark services also offer a powerful marketing opportunity to introduce prospective riders to the allure and availability of ferry services on San Francisco Bay.

Table 1 shows average daily ridership for each service, as well as total annual ridership.

Table 1: Average Daily Ballpark Boardings and Annual Ridership

	Weekday Day	Weekday Night	Weekend	2014 Annual Ridership	2013 Annual Ridership
Vallejo	589	133*	566	27,747	27,453
AOSF	N/A	508	657	39,906	35,728
<i>*direct return service only</i>					

For the Vallejo ballpark service, weekday day and weekend trips serving the ballpark averaged 90% and 87% occupancy respectively, while direct return service for weekday night games averaged 41% occupancy. For Alameda/Oakland, weekday night game trips averaged 65% occupancy, while weekend ballpark trips averaged 84% occupancy. For the entire 2014 Giants season (excluding playoffs), total annual ridership increased 1% for the Vallejo service and 12% for the Alameda/Oakland service from 2013. A breakout of ticket sales by fare category is provided in Table 2.

Table 2: Ballpark Ridership by Fare Category

	Adult	Monthly Pass	Youth	Senior/ Disabled	Military	No Fare
Vallejo	55%	15%	9%	19%	N/A	2%
AOSF	76%	N/A	7%	14%	2%	2%

Discussion

On March 5, the Board authorized staff to conduct outreach with riders on three alternative fare change proposals for the 2015 Giants baseball season that are each consistent with the WETA Fare Policy objective for special event services. On March 13, a summary of the proposed fare changes was posted to the WETA website and noticed to riders for public comment. Additionally, staff hosted an early evening public informational meeting on March 26 at Pier 1 in San Francisco to encourage riders to review the alternative proposals and provide comments in-person. The outreach effort was consistent with the process followed for previous fare changes; however, staff has received only 2 comments as of the release of this staff report. Comments received include a request for additional information and an expression of support for the current policy, which was understood to apply operating subsidies to standard WETA services rather than special event services.

Each ballpark fare alternative is described in detail below.

Alternative #1: Flat Fare – Table 4 depicts a flat fare structure. As shown below, discount fare categories (the Vallejo Monthly Pass and youth/senior/disabled fares) would no longer be offered for ballpark services under this alternative. This fare structure would require increasing the base fare for the Vallejo service by 11% from \$13.50 to \$15.00 and no change to the base fare for the Alameda/Oakland service in order to continue recovering the full incremental cost of operations. The proposed fare structure in Table 4 is similar to the flat fares currently implemented by the Golden Gate Ferry system for its ballpark service to AT&T Park.

Table 3: Alternative #1 – One-Way Flat Fare

	Vallejo		AOSF	
	Current	Proposed	Current	Proposed
Adult	\$13.50	\$15.00	\$7.50	\$7.50
Monthly Pass	\$290/month	<i>N/A</i>	N/A	<i>N/A</i>
Youth	\$6.75 (6-12)	<i>N/A</i>	\$4.75 (5-12)	<i>N/A</i>
Senior/Disabled	\$6.75	<i>N/A</i>	\$5.25	<i>N/A</i>
Military	N/A	<i>N/A</i>	\$6.25	<i>N/A</i>

Alternative #2: Standard WETA Discount Fares - Table 5 shows a fare structure option with discount fare rates (50% off) that are consistent with regular WETA services. Age categories and eligibility requirements for ballpark discount fares would also be the same as those set for regular WETA services. The Vallejo Monthly pass would continue to be accepted as fare payment for return services on weekday night games only. This alternative would require increasing the base fare by 25% for the Vallejo service from \$13.50 to \$16.80 and increasing the base fare for the Alameda/Oakland service from \$7.50 to \$7.70 in order to continue recovering the full incremental cost of operations. Discount fares for Vallejo would increase from \$6.75 to \$8.40, but would be reduced for the Alameda/Oakland service.

Table 4: Alternative #2 – One-Way Standard WETA Discount Fares

	Vallejo		AOSF	
	Current	Proposed	Current	Proposed
Adult	\$13.50	\$16.80	\$7.50	\$7.70
Monthly Pass	\$290/month	\$307/month	N/A	<i>N/A</i>
Youth	\$6.75 (6-12)	\$8.40 (5-18)	\$4.75 (5-12)	\$3.80 (5-18)
Senior/Disabled	\$6.75	\$8.40	\$5.25	\$3.80
Military	N/A	<i>N/A</i>	\$6.25	<i>N/A</i>

Alternative #3: Reduced Discount Fares – The fare structure shown in Table 6 for Alternative 3 is similar to Alternative 2; however, the discount fare rate for ballpark services would be set at 25% rather than the standard discount rate of 50% for regular WETA services. Age categories and eligibility requirements for ballpark discount fares would be the same as those set for regular WETA services. The Vallejo Monthly pass would continue to be accepted as fare payment for return services on Weekday night games only. Alternative 3 would require increasing the base fare for the Vallejo service by 5% from \$13.50 to \$14.20, while no change to the base fare for the Alameda/Oakland service would be required in order to continue recovering the full incremental cost of operations. Under this option, discount fares for the Vallejo service would increase from \$6.75 to \$10.60 and discount fares for Alameda/Oakland would increase for youth from \$4.75 to \$5.60 and for senior/disabled from \$5.25 to \$5.60.

Table 5: Alternative #3 – One-Way Reduced Discount Fares

	Vallejo		AOSF	
	Current	Proposed	Current	Proposed
Adult	\$13.50	\$14.20	\$7.50	\$7.50
Monthly Pass	\$290/month	\$307/month	N/A	N/A
Youth	\$6.75 (6-12)	\$10.60 (5-18)	\$4.75 (5-12)	\$5.60 (5-18)
Senior/Disabled	\$6.75	\$10.60	\$5.25	\$5.60
Military	N/A	N/A	\$6.25	N/A

Recommended Fare Alternative

Upon a review of the alternatives and public comment, staff recommends that the Board approve the fare structures shown under Alternative #3 for both the Vallejo and AOSF Ballpark ferry services effective July 1, 2015. The new proposed fares would preserve, but reduce, discounts for senior and youth riders while minimizing the increase required of full adult fares to ensure that each service continues to recover its full incremental operating costs. Of note, eligibility requirements for senior and youth discount ballpark fares would be the same as regular services and the Vallejo monthly pass would continue to be accepted as fare payment for return ballpark service for weekday night games only, as is the current practice.

Fiscal Impact

The implementation of new ballpark ferry fares under Alternative #3 is estimated to ensure the full recovery of incremental costs associated with providing each service.

END

MEMORANDUM

TO: Board Members

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

SUBJECT: Approve Fiscal Year 2015/16 Operating and Capital Budget

Recommendation

Approve, by motion, the proposed Fiscal Year (FY) 2015/16 Operations and Capital Budget

Background

Chapter 5, Article 4, Section 66540.41 of WETA's administrative code requires preparation and implementation of an annual budget to support the agency's operation. This item contains the proposed combined Operating and Capital Budget for FY 2015/16.

Discussion

Attached for your review is the proposed FY 2015/16 Operating and Capital Budget. The proposed Operating Budget includes revenues and expenses required to operate the four San Francisco Bay Ferry (SFBF) ferry routes. It also includes agency general planning and administrative expenses. The total proposed FY 2015/16 Operating Budget of \$33.38 million reflects an overall increase of \$231,750 from the FY 2014/15 budget of \$33.15 million. Also provided for your review is the FY 2015/16 Capital Budget, totaling \$66.62 million.

Operating and Capital expenses, totaling \$100.00 million, are projected to be funded with:

- Federal funds of \$30.21 million
- Bridge toll revenues of \$30.25 million
- State funds of \$20.61 million
- Fare revenues of \$14.50 million
- Local funds of \$4.43 million

FY 2015/16 Operating Budget Overview:

The proposed FY 2015/16 Operating Budget, as provided in **Attachment 1**, totals \$33.38 million funded with \$14.50 million fare revenues, and \$18.30 million bridge toll revenues and \$580,000 Alameda local funds. This budget includes \$30.38 million to support the operation of the SFBF services from July 2015 to June 2016. In FY 2015/16, SFBF, through its contract operator Blue and Gold Fleet (BGF) will operate 11 vessels on the following routes carrying a projected total of 2.17 million passengers:

Route	Proposed Budget		Projected Ridership	
	Total	% of Total	Total	% of Total
AOFS	\$8,456,500	27.8%	937,200	43.2%
AHBF	2,869,700	9.4%	263,700	12.1%
Vallejo	15,450,150	50.9%	863,100	39.8%
SSF	3,600,100	11.9%	107,200	4.9%
Total	\$30,376,450	100.0%	2,171,200	100.0%

Detailed budget financials for each service route are included in **Appendix 1** to this report.

The proposed budget also includes \$3.0 million to support agency general planning and administrative expenses for staff wages and benefits, professional support services and other general items associated with operating the administrative office at Pier 9. This budget supports a staffing level of 13 full time positions, as identified in the Organizational Chart provided as Appendix 2, which includes one additional Operations and Maintenance staff position to support the increased work associated with the large capital vessel and facility rehabilitation and replacement program and increasing emergency response engagements. This also includes a 2.5% cost of living increase for WETA staff based upon the one-year (February 2014 to February 2015) change in the Consumer Price Index for the San Francisco Bay Area.

Planning efforts in FY 2015/16 are anticipated to be focused on:

- Update WETA Strategic Plan, including development of service policies, initiatives and exploration of potential new sites
- Update WETA Short Range Transit Plan (10 year) in compliance with MTC requirements
- Participate in MTC's Plan Bay Area 2040 long range (20+ year) transportation plan development
- Update WETA Emergency Water Transportation System Management Plan and Emergency Operations Plan
- Development integrated operations information database

The proposed FY 2015/16 Operating Budget of \$33.38 million is consistent with the FY 2014/15 Operating Budget. The largest budget line items are Purchased Transportation, 56% of total spending, and Fuel, 22% of total spending. The projected budget decrease of \$2.20 million in Fuel is generally off-set by the projected increase of \$2.22 million in Purchased Transportation and \$212,600 in all other expenses.

FY 2015/16 marks the fifth year of the multi-year contract for Operations and Maintenance (O&M) services to BGF. The increase in Purchased Transportation is mainly attributed to the projected increase of \$889,000 in Vessel Maintenance expense and \$400,000 in funds set-asides for vessel maintenance contingency. This increase is also attributed to increased billing rates for vessel crew and vessel mechanic per contract the O&M contract.

Fuel is budgeted at \$3.35 per gallon, an increase of 20% over FY2014/15 estimated actual and a decrease of 30% over FY2014/15 budget.

FY 2015/16 Capital Budget Overview:

The proposed FY 2015/16 Capital Budget, as provided in more detail in **Attachment 2**, includes projects totaling \$292.8 million, with anticipated expenditures in FY 2015/16 in the amount of \$66.62 million. It contains 21 new and continuing projects necessary to maintain existing services and facilities and to further develop WETA's near-term expansion services. Major capital projects and work efforts in FY 2015/16 include:

- **Core Maintenance and Operations Facilities** - Construction of the North Bay Operations and Maintenance Facility will be substantially completed in 2016 and construction on the Central Bay Operations and Maintenance facility is anticipated to begin in late 2015 or early 2016, and to be completed in Summer/Fall 2017.
- **San Francisco Berthing Expansion** - South Basin - Bridging design for the Downtown San Francisco Berthing Expansion project will continue through most of FY 2015/16, positioning the South Basin portion of the project to move to construction in FY 2016/17.
- **Richmond Ferry Service** - Work to advance the design and construction of the new Richmond ferry terminal will take place in FY 2015/16, as well as work to define vessel specifications and begin the procurement of new vessels to support operation of the service.
- **Vessel Replacement and Rehabilitation** – The FY 2015/16 Capital program includes a number of vessel replacement and rehabilitation projects to be implemented by WETA staff that are necessary to keep WETA's fleet of vessels in working order. These projects include ongoing construction of two replacement vessels for the *Encinal* and *Express II*, project development work to support the replacement of the *Vallejo*, major component rehabilitation work on the *Intintoli* and *Solano*, Phase 2 of the Peralta midlife refurbishment work, the beginning of Quarter Life refurbishment work on the Gemini-class vessels, overhaul of the Selective Catalyst Reduction systems on the Gemini vessels and completion of the Gemini Class vessel engine overhaul project.
- **Facility Rehabilitation/Replacement and Improvement** – The FY 2015/16 Capital program includes a number of rehabilitation/replacement projects required to maintain and improve the state of WETA's terminal facilities. Such improvements include dredging the Vallejo terminal area, completing the spare float construction, replacing the mooring piles at Harbor Bay and access improvements to terminals.

Fiscal Impact

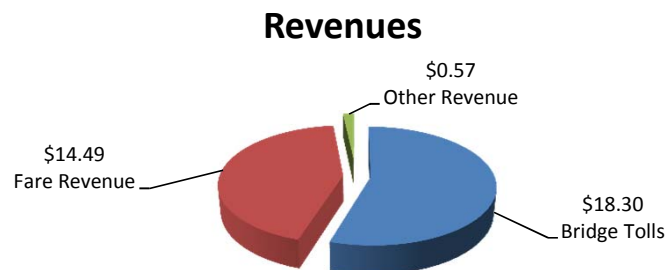
The proposed FY 2015/16 Operating Budget is \$33.38 million and the proposed Capital Budget is \$66.62 million. The combined cost is \$100.00 million to support the planned operating and capital program in FY 2015/16. The proposed budget is fully funded through fare revenues and various federal, state and local grant funds.

END

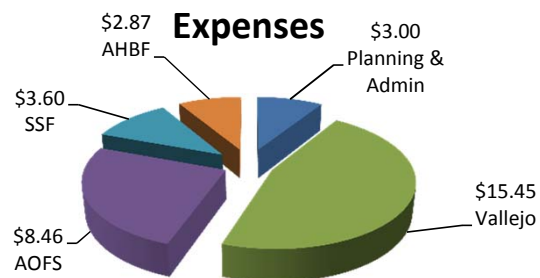
Attachment 1

San Francisco Bay Area Water Emergency Transportation Authority FY 2015/16 Operating Budget - Proposed *(figures in millions)*

	Proposed FY 2015/16	Percentage (%) of Total
Revenues		
Bridge Tolls	\$18.30	55%
Fare Revenue:		
- Vallejo Ferry Service (Vallejo)	8.16	24%
- Alameda/Oakland Ferry Service (AOFS)	4.45	13%
- Alameda Harbor Bay Ferry Service (AHBF)	1.19	4%
- South San Francisco Ferry Service (SSF)	0.71	2%
Local Assessments and Other Revenue	0.57	2%
Total Revenues	\$33.38	100%



	Proposed FY 2015/16	Percentage (%) of Total
Expenses		
Planning and Administrations	\$3.00	9%
Ferry Service:		
- Vallejo Ferry Service (Vallejo)	15.45	46%
- Alameda/Oakland Ferry Service (AOFS)	8.46	25%
- South San Francisco Ferry Service (SSF)	3.60	11%
- Alameda Harbor Bay Ferry Service (AHBF)	2.87	9%
Total Expenses	\$33.38	100%



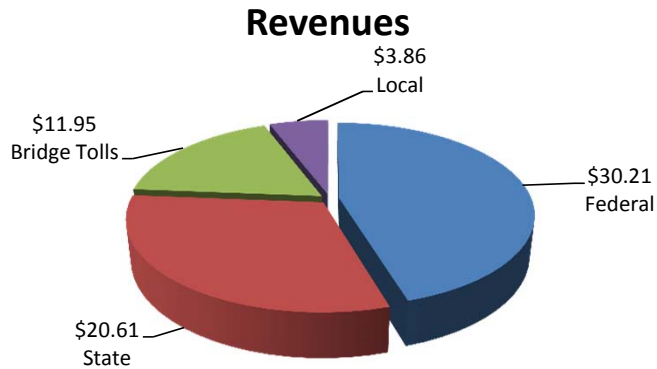
**San Francisco Bay Area Water Emergency
Transportation Authority
FY 2015/16 Operating Budget - Proposed
Summary**

FY 2015/16 Operating Budget - Proposed			
	Planning & Administrations	Ferry Services	Total
Revenues			
Fare Revenue	-	14,507,900	14,507,900
Local - Bridge Toll Revenue	3,000,000	15,300,000	18,300,000
- <i>Regional Measure 1 - 5%</i>	-	-	-
- <i>Regional Measure 2</i>	3,000,000	15,300,000	18,300,000
Local - Alameda Property Tax and Assessments	-	568,550	568,550
Other Revenue	-	-	-
Total Revenues	3,000,000	30,376,450	33,376,450
Expenses			
Salaries & Wages	963,000	378,900	1,341,900
Fringe Benefits	545,000	220,600	765,600
Professional / Contract Services	1,488,000	1,438,300	2,926,300
Purchased Transportation	-	18,760,800	18,760,800
- <i>BGF: Vessel Expense - Crew</i>	-	8,469,600	8,469,600
- <i>BGF: Vessel Expense - Maintenance</i>	-	6,108,500	6,108,500
- <i>BGF: Vessel Maintenance Contingency</i>	-	1,100,000	1,100,000
- <i>BGF: Non-Vessel Expenses</i>	-	496,000	496,000
- <i>BGF: Fixed Fees and Profit</i>	-	1,725,200	1,725,200
- <i>SolTrans: Route 200 / Backup Buses</i>	-	519,700	519,700
- <i>SolTrans/BGF: Vallejo Ticket Office</i>	-	341,800	341,800
Fuel - Diesel & Urea	-	7,419,750	7,419,750
- <i># of gallons</i>	-	2,214,900	2,214,900
- <i>Per gallon cost</i>	-	\$3.35	\$3.35
Repair, Operating & Promotional Supplies	28,000	164,600	192,600
Utilities	23,000	165,500	188,500
Insurance	23,000	734,900	757,900
Dues, Subscriptions, Media & Other Expenses	120,000	248,700	368,700
Leases, Rentals and Docking Fees	301,000	353,400	654,400
Admin Overhead Expense Transfer	(491,000)	491,000	-
Total Expenses	3,000,000	30,376,450	33,376,450
# of Passengers	-	2,171,200	
<i>Average Fare</i>		\$6.68	
<i>Farebox Recovery - Combined</i>		48%	

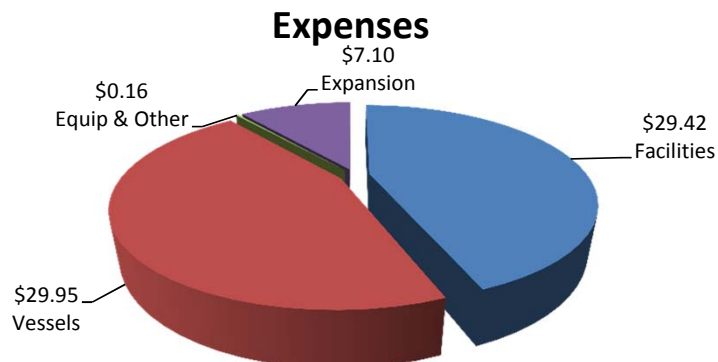
Attachment 2

San Francisco Bay Area Water Emergency Transportation Authority FY 2015/16 Capital Budget - Proposed *(figures in millions)*

	Total FY 2015/16	Percentage (%) of Total
Revenues		
Federal Funds	\$30.21	45%
State Funds	20.61	31%
Bridge Toll Revenues	11.95	18%
Local Funds	3.86	6%
Total Revenues	\$66.63	100%



	Total FY 2015/16	Percentage (%) of Total
Expenses		
Facilities	\$29.42	44%
Ferry Vessels	29.95	45%
Capital Equipment & Other Projects	0.16	0%
System Expansion	7.10	11%
Total Expenses	\$66.63	100%



**San Francisco Bay Area Water Emergency
Transportation Authority
FY 2015/16 Capital Budget - Proposed**

	Total Project	Prior Year	FY 2015/16 Budget	Future Years
CAPITAL FUND SOURCES				
Federal Funds	65,115,756	9,874,902	30,206,120	25,034,734
State Funds	166,257,382	24,121,442	20,606,566	121,529,375
Bridge Toll Revenues	54,775,922	2,540,291	11,953,885	40,281,745
Local Funds	6,679,940	908,465	3,863,030	1,908,445
Total Capital Funding	292,829,000	37,445,100	66,629,600	188,754,300
CAPITAL EXPENDITURES				
FACILITIES:	83,023,500	25,243,600	29,420,900	28,359,000
Operations and Maintenance Facilities				
North Bay Operations & Maintenance Facility **	31,082,000	19,479,000	11,603,000	-
Central Bay Operations & Maintenance Facility **	45,600,000	2,929,000	14,312,000	28,359,000
Float Rehabilitation/Replacement				
Regional Spare Float Replacement	3,862,000	2,760,600	1,101,400	-
Replace Mooring Piles - Harbor Bay Float *	450,000	-	450,000	-
Terminal Improvement				
Electronic Bicycle Lockers	79,500	-	79,500	-
Channel Dredging - Vallejo Ferry Terminal **	1,700,000	75,000	1,625,000	-
Terminal Access Improvements *	250,000	-	250,000	-
FERRY VESSELS:	68,673,000	5,486,400	29,951,300	33,235,300
Major Component Rehab/Replacement				
Vessel Engine Overhaul - Gemini Class Vessels	1,320,000	913,000	407,000	-
Selective Catalyst Reduction (SCR) System Overhaul - Gemini Class Vessels *	1,400,000	-	700,000	700,000
Major Component & Waterjet Rehabilitation - Intintoli *	2,860,000	-	2,860,000	-
Major Component Rehabilitation - Solano *	430,000	-	430,000	-
Vessel Quarter-Life/Mid-Life Refurbishment				
Vessel Mid-Life Refurbishment - Peralta	5,260,000	4,189,000	1,071,000	-
Vessel Quarter-Life Refurbishment - Gemini Class Vessel (1) **	2,400,000	-	2,400,000	-
Vessel Expansion/Replacement				
Vessel Replacement - Express II & Encinal	33,951,000	384,400	17,083,300	16,483,300
Vessel Replacement - M/V Vallejo **	21,052,000	-	5,000,000	16,052,000
CAPITAL EQUIPMENT/OTHER:	155,000	-	155,000	-
Purchase Heavy Duty Forklift *	120,000	-	120,000	-
Purchase Utility Vehicles *	35,000	-	35,000	-
SYSTEM EXPANSION:	140,977,500	6,715,100	7,102,400	127,160,000
Environmental Studies / Conceptual Design				
Berkeley Ferry Terminal	2,335,000	2,191,100	143,900	-
Terminal/Berthing Expansion Construction				
S.F. Berthing Expansion - South Basin **	79,580,000	3,711,500	3,738,500	72,130,000
Richmond Ferry Terminal **	17,062,500	812,500	1,220,000	15,030,000
Expansion Ferry Vessels				
Richmond Ferry Vessels - 2 *	42,000,000	-	2,000,000	40,000,000
Total Capital Expenditures	292,829,000	37,445,100	66,629,600	188,754,300

* Denotes new project or phase

** Denotes revised project scope and budget

FY 2015/16 Capital Project Detail

FACILITIES:

Operations and Maintenance Facilities

North Bay Operations and Maintenance Facility

This project will construct a permanent operations and maintenance facility on Mare Island in Vallejo to handle routine servicing and maintenance work to serve WETA's North Bay vessels and to accommodate passenger service on Mare Island. Landside construction will be completed in May/June 2015. All required permits for the waterside construction phase have been received and construction is anticipated to be completed in Spring 2016. The total project budget has been increased, by \$850,000 to \$31.1 million, to include various regulatory permit fees as well as furniture and equipment to outfit the new facility.

Central Bay Operations and Maintenance Facility

This project supports the development of a Central Bay operations and maintenance facility at Alameda Point to support existing East Bay services as well as future expansion services. This facility would support light maintenance, mooring, basic fueling, dispatch and operations, and will house an emergency operations center. This facility will provide access to a 9-day supply of fuel. The project budget has been updated to reflect the most recent project cost estimate for the full build-out of the facility. Bridging design of the project is underway and is expected to be completed in Summer 2015. Staff plans to issue a Request for Proposal (RFP) for construction in Fall 2015 and contract award in Winter 2015. The construction of the facility is anticipated to take 20 months, completing in Summer/Fall 2017.

Float Rehabilitation/Replacement

Regional Spare Float Replacement

This project will replace a 70-year old float currently used as a temporary passenger float during dredging episodes at the Vallejo ferry terminal and on a daily basis for mooring vessels at the North Bay operations maintenance facility. The new float will be utilized as a back-up for the Vallejo terminal float as well as at other terminal sites when needed. The construction of the passenger float is underway by Dutra Construction and is expected to be completed in FY 2015/16.

Replace Mooring Piles – Harbor Bay Float

This project will replace the four mooring piles on the passenger float to accommodate berthing of larger vessels at the Alameda Harbor Bay ferry terminal. This project will help maximize system efficiencies by providing the ability for larger vessels to operate in the Harbor Bay to San Francisco route.

Terminal Improvements

Electronic Bicycle Lockers

This project will purchase and install 20 bicycle lockers at the Alameda Main Street and Vallejo ferry terminals. Providing the additional bicycle lockers proposed by this project will alleviate the shortage of secure bicycle parking at each terminal and enhance the ability of ferry passengers to access regional ferry services via non-driving modes.

Channel Dredging – Vallejo Ferry Terminal

This project supports the periodic maintenance dredging of the area in and around the Vallejo ferry terminal. This work is essential to ensure ferry service between the City of Vallejo and San Francisco continues. The project budget has been increased to include passenger float upgrades. Float work includes replacing knee fendering, overhauling hydraulic systems and the sewage pump out system. This project will also include replacing gangway lights at the Vallejo ferry terminal with high efficiency LED fixtures.

Terminal Assess Improvements

This project will support terminal improvements to enhance pedestrian, bicycle, transit, and drive access to WETA's Alameda ferry terminals, including Alameda Main St. and Alameda Harbor Bay. The objective of this project is to facilitate ridership growth and improve amenities for existing riders. The improvements undertaken will be implemented in partnership with the City of Alameda

FERRY VESSELS:

Major Component Rehab/Replacement

Vessel Engine Overhaul – Gemini Class Vessels

The four Gemini class vessels have been in service since 2008/2009. The main engines on these vessels reached the 7,000 hour intermediate overhaul service interval in FY 2014/15. The scope of work required includes the removal and replacement of various engine subcomponents including turbochargers, injector fuel pumps, water pumps, fuel cooler and heat exchanger plates, and fuel and oil filters. The contract to overhaul the engines on the Gemini class vessels was awarded to Valley Power Systems North, Inc. in August 2014. Engine work on three of the four vessels has been completed. The fourth is scheduled to have its engine overhauled late 2015.

Selective Catalyst Reduction (SCR) System Overhaul – Gemini Class Vessels

SCR systems are installed on each of the four Gemini class vessels. This technology reduces diesel emissions. This project will ensure functionality and the proper operations of the SCR systems

Major Component & Waterjet Rehabilitation – Intintoli

This project will replace major vessel subcomponents including main engine outboard bearings, HVAC condenser unit, and an upgrade to the fire alarm communication panel. Passenger cabin will be upgraded to LED fixtures, vinyl flooring will be replaced, and new vertical bike storage systems will be installed. This project will also replace the existing waterjet internals with new generation impellers, hubs, and stators. Upgrading the waterjet subcomponents will result in lower ongoing maintenance costs and improve fuel consumption.

Major Component Rehabilitation – Solano

This project will replace major vessel subcomponents including main engine outboard bearings, bridge wing wiring panels, HVAC condenser unit, and an upgrade to the fire alarm communication panel. This project will upgrade passenger cabin lighting to LED fixtures, replace vinyl flooring, and install new vertical bike storage systems.

Vessel Quarter-Life / Mid-Life Refurbishment

Vessel Mid-Life Refurbishment – Peralta

This project will include extensive dry-dock and engine overhaul of the 13-year old Peralta. The project will be implemented in two phases. The Phase 1 contract was awarded to Bay Ship & Yacht in February 2015 and work is scheduled for completion by May 2015. Staff anticipates issuing an RFP for Phase 2 of the project in Summer 2015. Phase 2 will include the replacement of all control systems and navigation electronics, snackbar renewal, and interior cabin paint.

Vessel Quarter-Life Refurbishment – Taurus

This project will perform the 10,000 hour overhaul the main engines on the Taurus. The scope of work includes replacing cylinder subcomponents, turbochargers, fuel system, pumps and cooling subcomponents. This project will also replace exterior seats, interior seat covers, carpets, life lines on the roof, renew passenger cabin and refurbish restrooms.

Vessel Replacement

Replacements Vessels – Express II & Encinal

This project will design and construct two replacement vessels in place of the Harbor Bay Express II and Encinal vessels, transferred to the WETA by City of Alameda, and used to support the Alameda ferry services. A contract for construction management services was awarded to Aurora Marine Design in December 2013 to support the development of vessel specifications and bid documents as well as construction management support. The Request for Proposal (RFP) for construction of the vessels was released in September 2014 and the contract was awarded to Kvichak Marine Industries in April 2015. The construction of the vessels is expected to take 18 months.

Vessel Replacement – MV Vallejo

This project will design and construct a replacement vessel for the M/V Vallejo, currently utilized in service between the City of Vallejo and San Francisco. Staff anticipates issuing a RFP for project development and construction management (CM) services for this project in June/July 2015. The project budget has been increased from \$20 million to \$21.1 million to reflect the most current project cost estimate.

CAPITAL EQUIPMENT/OTHER:

Heavy Duty Forklift

This project will purchase a 15,500-pound rated capacity heavy duty forklift to support ferry maintenance activities at the new North Bay Maintenance and Operations facility.

Utility Vehicles

This project will purchase two dock utility electric carts, with one matching trailer, to support maintenance activities at the new North Bay Maintenance and Operations Facility. These carts will be used by both the engineering staff and boat crews to haul materials, equipment, trash, recyclables, ship stores, consumables, tools, spare parts, and other items from the warehouse and shop spaces to/from the ferry vessels. The carts and trailers will be rated to approximately 1,000-pound payload each.

SYSTEM EXPANSION:

Environmental Studies / Conceptual Design

Berkeley Terminal

This project supports environmental studies and conceptual design work for the Berkeley ferry terminal and service. The project work includes plans for shared use of an existing City owned parking lot at the terminal site and local restaurant patrons. Remaining activities include resolution of Section 7 consultation and Essential Fish Habitat Assessment with NOAA and NMFS. Staff anticipates completing the CEQA process in FY 2015/16, with the NEPA process to follow at a later date, as required, when an operating source is identified for the service.

Terminal/Berthing Expansion Construction

S.F. Berthing Expansion – South Basin

This project will expand berthing capacity at the Downtown San Francisco Ferry Terminal to ensure that adequate facilities are available in downtown San Francisco to accommodate current and future planned ferry services and support emergency response. The project includes the construction of up to two new ferry berths south of the Ferry Building, installation of amenities such as weather-protected areas for queuing, improvements to pedestrian circulation and covering of current “lagoon” area. Bridging design of the project is underway and is expected to be completed in Spring 2016. Staff anticipates construction to begin in Summer/Fall 2016. The project budget has been increased to include the construction phase of the project.

Richmond Ferry Terminal

The Richmond Ferry Service will provide an alternative transportation link between Richmond and downtown San Francisco. Bridging design of the project is underway and is expected to be completed in early-to-mid 2016. Staff anticipates construction of the ferry terminal, which will take approximately one year, to begin in Fall 2016 and be completed in Fall 2017. The project budget has been increased to include the construction phase of the project.

Expansion Ferry Vessels

Richmond Ferry Vessels - 2

This project will design and construct two passenger-only vessels to operate in the new Richmond to San Francisco ferry service. Staff anticipates releasing the Request for Proposal (RFP) for project development and construction management (CM) services in Summer or Fall 2015.

Appendix 1

San Francisco Bay Area Water Emergency Transportation Authority FY 2015/16 Ferry Service Operating Budget - Proposed Summary

	Alameda/ Oakland	Alameda Harbor Bay	Vallejo	South San Francisco	FY 2015/16 Proposed Budget Total
Revenues					
Fare Revenue	4,452,000	1,186,700	8,156,300	712,900	14,507,900
Local - Bridge Toll Revenue	4,004,500	1,114,450	7,293,850	2,887,200	15,300,000
- <i>Regional Measure 2</i>	4,004,500	1,114,450	7,293,850	2,887,200	15,300,000
Local - Alameda Property Tax and Assessments	-	568,550	-	-	568,550
Total Revenues	8,456,500	2,869,700	15,450,150	3,600,100	30,376,450
Expenses					
Salaries & Wages	169,800	63,700	67,600	77,800	378,900
Fringe Benefits	96,800	36,700	42,500	44,600	220,600
Professional / Contract Services	472,900	182,300	639,800	143,300	1,438,300
Purchased Transportation	5,591,100	1,827,300	9,024,500	2,317,900	18,760,800
- <i>BGF: Vessel Expense - Crew</i>	2,870,000	981,100	3,400,400	1,218,100	8,469,600
- <i>BGF: Vessel Expense - Maintenance</i>	1,524,900	493,100	3,464,100	626,400	6,108,500
- <i>BGF: Vessel Maintenance Contingency</i>	350,000	150,000	400,000	200,000	1,100,000
- <i>BGF: Non-Vessel Expenses</i>	260,100	26,000	202,000	7,900	496,000
- <i>BGF: Fixed Fees and Profit</i>	586,100	177,100	696,500	265,500	1,725,200
- <i>SolTrans: Route 200 / Backup Buses</i>	-	-	519,700	-	519,700
- <i>SolTrans/BGF: Vallejo Ticket Office</i>	-	-	341,800	-	341,800
Fuel - Diesel & Urea	1,452,000	461,000	4,874,250	632,500	7,419,750
- <i># of gallons</i>	433,500	137,600	1,455,000	188,800	2,214,900
- <i>Per gallon cost</i>	\$3.35	\$3.35	\$3.35	\$3.35	\$3.35
Repair, Operating & Promo Supplies	54,300	11,000	90,100	9,200	164,600
Utilities	13,200	8,200	122,100	22,000	165,500
Insurance	219,400	131,600	180,000	203,900	734,900
Advertising Media & Other Expenses	87,000	35,800	89,600	36,300	248,700
Leases, Rentals and Docking Fees	81,000	30,100	229,700	12,600	353,400
Admin Overhead Expense Transfer	219,000	82,000	90,000	100,000	491,000
Total Expenses	8,456,500	2,869,700	15,450,150	3,600,100	30,376,450
# of Passengers	937,200	263,700	863,100	107,200	2,171,200
<i>Average Fare</i>	\$4.75	\$4.50	\$9.45	\$6.65	\$6.68
<i>Farebox Recovery</i>	53%	41%	53%	20%	48%

**San Francisco Bay Area Water Emergency
Transportation Authority
FY 2015/16 Operating Budget - Proposed
Alameda Oakland Ferry Service (AOFS)**

	FY 2013/14	FY 2014/15	FY 2014/15	FY 2015/16
	Actual	Budget	Estimated Actual	Proposed Budget
Revenues				
Fare Revenue	2,764,400	4,354,000	4,108,000	4,452,000
Local - Bridge Toll Revenue	2,932,700	3,369,600	3,045,700	4,004,500
- Regional Measure 2	2,932,700	3,369,600	3,045,700	4,004,500
Other Revenue		-	500	-
Total Revenues	5,697,100	7,723,600	7,154,200	8,456,500
Expenses				
Salaries & Wages	50,900	150,900	76,000	169,800
Fringe Benefits	41,900	83,700	74,900	96,800
Professional / Contract Services	188,800	327,400	287,800	472,900
Purchased Transportation	3,893,400	4,630,500	5,022,900	5,591,100
- BGF: Vessel Expense - Crew	2,113,700	2,500,000	2,826,212	2,870,000
- BGF: Vessel Expense - Maintenance	1,031,000	1,131,900	1,365,800	1,524,900
- BGF: Vessel Maintenance Contingency	-	200,000	-	350,000
- BGF: Non-Vessel Expenses	226,900	229,900	262,100	260,100
- BGF: Fixed Fees and Profit	521,800	568,700	568,700	586,100
Fuel - Diesel	1,231,900	1,847,100	1,187,400	1,452,000
- # of gallons	358,500	434,600	424,642	433,500
- Per gallon cost	\$3.44	\$4.25	\$2.80	\$3.35
Operating & Promotional Supplies	25,700	53,000	53,200	54,300
Utilities	18,000	16,600	12,600	13,200
Insurance	77,300	250,100	147,000	219,400
Advertising Media & Other Expenses	20,100	79,300	81,900	87,000
Leases, Rentals and Docking Fees	63,200	76,000	74,300	81,000
Admin Overhead Expense Transfer	85,900	209,000	134,700	219,000
Total Expenses	5,697,100	7,723,600	7,152,700	8,456,500
Percent Change (from Prior Year Budget)				9.49%
# of Passengers	821,633	939,700	892,525	937,200
Average Fare	\$3.36	\$4.63	\$4.60	\$4.75
Farebox Recovery	49%	56%	57%	53%

Assumptions:

- ▶ The FY2015/16 Operating Budget assumes ridership growth of 5% and average fare increase of 3%, consistent with the Board approved 5-year Fare Program, over FY2014/15's estimated actual.
- ▶ Increase in Professional Services includes an additional \$81,000 for Marketing and \$75,000 for terminal repairs.
- ▶ Purchased Transportation billing rates for Vessel Crew and Mechanic increased 1.8% and 2.9% respectively.
- ▶ The proposed FY2015/16 budget for Vessel Maintenance is based on current year's estimated actual. Total expense is projected to increase \$509,000 from current year's estimated actual. The increase is due to the increase in billing rate and the projected increase of 1,000 mechanic hours required to maintain WETA's vessels in safe and reliable conditions for operations. The budget also includes \$350,000 for vessel maintenance contingency.
- ▶ Total Fuel usage in FY2015/16 is expected to be consistent with current usage and budget. The proposed average price per gallon is \$3.35 - a decrease of \$0.90 per gallon or \$395,000 when compared to FY2014/15's budget.
- ▶ Administrative Overhead Expense Transfer is the allocation of Planning & Administrations expenses to Ferry Services. These expenses include staff salaries and fringe benefits, accounting, legal and consultant fees, and office rent, maintenance and supplies.

**San Francisco Bay Area Water Emergency
Transportation Authority
FY 2015/16 Operating Budget - Proposed
Alameda Harbor Bay Ferry Service (AHBF)**

	FY 2013/14	FY 2014/15	FY 2014/15	FY 2015/16
	Actual	Budget	Estimated Actual	Proposed Budget
Revenues				
Fare Revenue	957,200	1,237,800	1,128,000	1,186,700
Local - Bridge Toll Revenue	1,138,100	1,857,000	1,270,000	1,114,450
- Regional Measure 2	1,138,100	1,857,000	1,270,000	1,114,450
Local - Alameda Property Tax and Assessments		-	-	568,550
Total Revenues	2,095,300	3,094,800	2,398,000	2,869,700
Expenses				
Salaries & Wages	22,700	84,200	37,500	63,700
Fringe Benefits	21,200	46,700	39,300	36,700
Professional / Contract Services	155,400	171,700	170,800	182,300
Purchased Transportation	1,256,000	1,852,500	1,527,900	1,827,300
- BGF: Vessel Expense - Crew	656,600	942,000	910,400	981,100
- BGF: Vessel Expense - Maintenance	419,600	619,800	413,500	493,100
- BGF: Vessel Maintenance Contingency	-	100,000	-	150,000
- BGF: Non-Vessel Expenses	22,200	18,900	32,200	26,000
- BGF: Fixed Fees and Profit	157,600	171,800	171,800	177,100
Fuel - Diesel & Urea	453,300	591,600	378,800	461,000
- # of gallons	131,660	139,200	137,858	137,600
- Per gallon cost	\$3.44	\$4.25	\$2.75	\$3.35
Operating & Promotional Supplies	6,900	14,100	8,300	11,000
Utilities	10,600	10,700	7,800	8,200
Insurance	89,700	169,100	106,700	131,600
Advertising Media & Other Expenses	12,400	10,200	22,200	35,800
Leases, Rentals and Docking Fees	26,500	27,000	30,400	30,100
Admin Overhead Expense Transfer	40,600	117,000	68,300	82,000
Total Expenses	2,095,300	3,094,800	2,398,000	2,869,700
Percent Change (from Prior Year Budget)				-7.27%
# of Passengers	246,695	275,100	257,270	263,700
Average Fare	\$3.88	\$4.50	\$4.38	\$4.50
Farebox Recovery	46%	40%	47%	41%

Assumptions:

- ▶ Assumes ridership increase of 2.5% and average fare of \$4.50.
- ▶ The proposed budget for Vessel Maintenance is based on FY2014/15's estimated actual. Total Vessel Maintenance is projected to increase \$71,000 over FY2014/15's spending due primarily to the increased billing rate. The proposed budget also includes \$150,000 for vessel maintenance contingency.
- ▶ The decrease in Fuel expense when compared to FY2014/15 Budget is attributed to the budget decrease of \$0.90 per gallon - FY2014/15 Budget assumes \$4.25 per gallon and the FY2015/16 budget assumes \$3.35 per gallon.
- ▶ The increase in Other Expenses is attributed to an increase of \$25,600 for advertising and promotional media expense.

**San Francisco Bay Area Water Emergency
Transportation Authority
FY 2015/16 Operating Budget - Proposed
Vallejo Ferry Service (Vallejo)**

	FY 2013/14	FY 2014/15	FY 2014/15	FY 2015/16
	Actual	Budget	Estimated Actual	Proposed Budget
Revenues				
Fare Revenue	6,510,000	8,375,100	7,694,000	8,156,300
Local - Bridge Toll Revenue	6,877,300	7,144,500	5,862,000	7,293,850
- Regional Measure 2	6,568,600	6,805,500	5,862,000	7,293,850
Other Revenue	2,300	-	-	-
Total Revenues	13,389,600	15,519,600	13,556,000	15,450,150
Expenses				
Salaries & Wages	86,700	52,800	37,800	67,600
Fringe Benefits	69,900	29,200	35,600	42,500
Professional / Contract Services	497,859	645,400	474,961	639,800
Purchased Transportation	7,416,541	7,790,700	8,402,139	9,024,500
- BGF: Vessel Expense - Crew	3,163,300	3,344,000	3,327,900	3,400,400
- BGF: Vessel Expense - Maintenance	2,816,100	2,790,200	3,615,600	3,464,100
- BGF: Vessel Maintenance Contingency	-	150,000	-	400,000
- BGF: Non-Vessel Expenses	243,200	163,700	205,600	202,000
- BGF: Fixed Fees and Profit	636,100	675,900	675,900	696,500
- SolTrans: Route 200 / Backup Buses	440,300	508,100	439,500	519,700
- SolTrans/BGF: Vallejo Ticket Office	117,541	158,800	137,639	341,800
Fuel - Diesel & Urea	4,721,600	6,375,000	4,007,000	4,874,250
- # of gallons	1,376,040	1,500,000	1,447,483	1,455,000
- Per gallon cost	\$3.43	\$4.25	2.77	\$3.35
Repair & Operating Supplies	75,300	55,200	114,400	90,100
Utilities	58,800	84,600	63,700	122,100
Insurance	71,600	80,200	70,700	180,000
Advertising Media & Other Expenses	27,200	74,000	72,500	89,600
Leases, Rentals and Docking Fees	223,300	259,500	211,800	229,700
Admin Overhead Expense Transfer	140,800	73,000	65,400	90,000
Total Expenses	13,389,600	15,519,600	13,556,000	15,450,150
Percent Change (from Prior Year Budget)				-0.45%
# of Passengers	826,715	915,300	846,218	863,100
Average Fare	\$7.87	\$9.15	\$9.09	\$9.45
Farebox Recovery	49%	54%	57%	53%

Assumptions:

- ▶ Assumes ridership growth of 2% and average fare increase of 3%, consistent with the Board approved 5-year Fare Program.
- ▶ Billing rates for Vessel Crew and Mechanic increased 2%.
- ▶ Total FY2014/15 Vessel Maintenance expense, under Purchased Transportation, is expected to be \$675,400 over budget. The increase is attributed to the replacement of waterjet impeller on the Intintoli as well as the installation of new generators on the Vallejo to meet CARB rules. The proposed FY2015/16 budget is based on FY2014/15's estimated actual and includes \$400,000 for vessel maintenance contingency.
- ▶ Purchased Transportation also includes costs to staff the Vallejo ticket office. Staffing is currently provided by Solano County Transit through a Service Agreement for complementary bus (Route 200) and ticket office services. To improve customer service, WETA is negotiating with BGF to take over the ticket office services. This line item, Vallejo Ticket Office, is increased in anticipation of this change.
- ▶ Fuel is budgeted at \$3.35 per gallon, a budget decrease of \$0.90 per gallon and an estimated \$1.5 million decrease in total Fuel expense when compared to FY2014/15 budget.
- ▶ Both Utilities and Insurance expenses are expected to increase with the new operations and maintenance facility.

**San Francisco Bay Area Water Emergency
Transportation Authority
FY 2015/16 Operating Budget - Proposed
South San Francisco Ferry Service (SSF)**

	FY 2013/14	FY 2014/15	FY 2014/15	FY 2015/16
	Actual	Budget	Estimated Actual	Proposed Budget
Revenues				
Fare Revenue	270,300	538,800	667,000	712,900
Local - Bridge Toll Revenue	2,360,600	3,267,900	2,650,400	2,887,200
- Regional Measure 2	2,360,600	3,267,900	2,650,400	2,887,200
Total Revenues	2,630,900	3,806,700	3,317,400	3,600,100
Expenses				
Salaries & Wages	28,300	97,800	48,100	77,800
Fringe Benefits	25,900	54,200	41,800	44,600
Professional / Contract Services	91,700	174,700	150,500	143,300
Purchased Transportation	1,736,100	2,223,800	2,248,500	2,317,900
- BGF: Vessel Expense - Crew	1,034,200	1,226,200	1,203,700	1,218,100
- BGF: Vessel Expense - Maintenance	451,200	677,600	778,500	626,400
- BGF: Vessel Maintenance Contingency	-	50,000	-	200,000
- BGF: Non-Vessel Expenses	14,300	12,000	8,600	7,900
- BGF: Fixed Fees and Profit	236,400	258,000	257,700	265,500
Fuel - Diesel & Urea	551,000	809,000	520,300	632,500
- # of gallons	160,600	190,300	188,648	188,800
- Per gallon cost	\$3.43	\$4.25	2.76	\$3.35
Operating & Promotional Supplies	1,700	25,100	7,000	9,200
Utilities	18,800	19,600	17,100	22,000
Insurance	125,200	239,500	158,500	203,900
Advertising Media & Other Expenses	2,000	23,000	35,500	36,300
Leases, Rentals and Docking Fees	-	5,000	9,800	12,600
Admin Overhead Expense Transfer	50,200	135,000	80,300	100,000
Total Expenses	2,630,900	3,806,700	3,317,400	3,600,100
Percent Change (from Prior Year Budget)				-5.43%
# of Passengers	84,098	83,650	102,115	107,200
Average Fare	\$3.21	\$6.44	\$6.53	\$6.65
Farebox Recovery	10%	14%	20%	20%

Assumptions:

- ▶ Assumes ridership increase of 5% and average fare of \$6.65.
- ▶ Professional / Contract Services includes \$55,500 for marketing and public relations services, a decrease of \$29,000 from prior year budget. It also includes \$5,000 for landside maintenance and repairs as well as \$54,000 for WETA's share of shuttle services to/from the ferry terminal and various employers in the area.
- ▶ The decrease in Fuel expense is attributed to the \$0.90 per gallon budget decrease, a 21% or \$176,000 decrease.

**San Francisco Bay Area Water Emergency
Transportation Authority
FY 2015/16 Operating Budget - Proposed
Planning & Administrations**

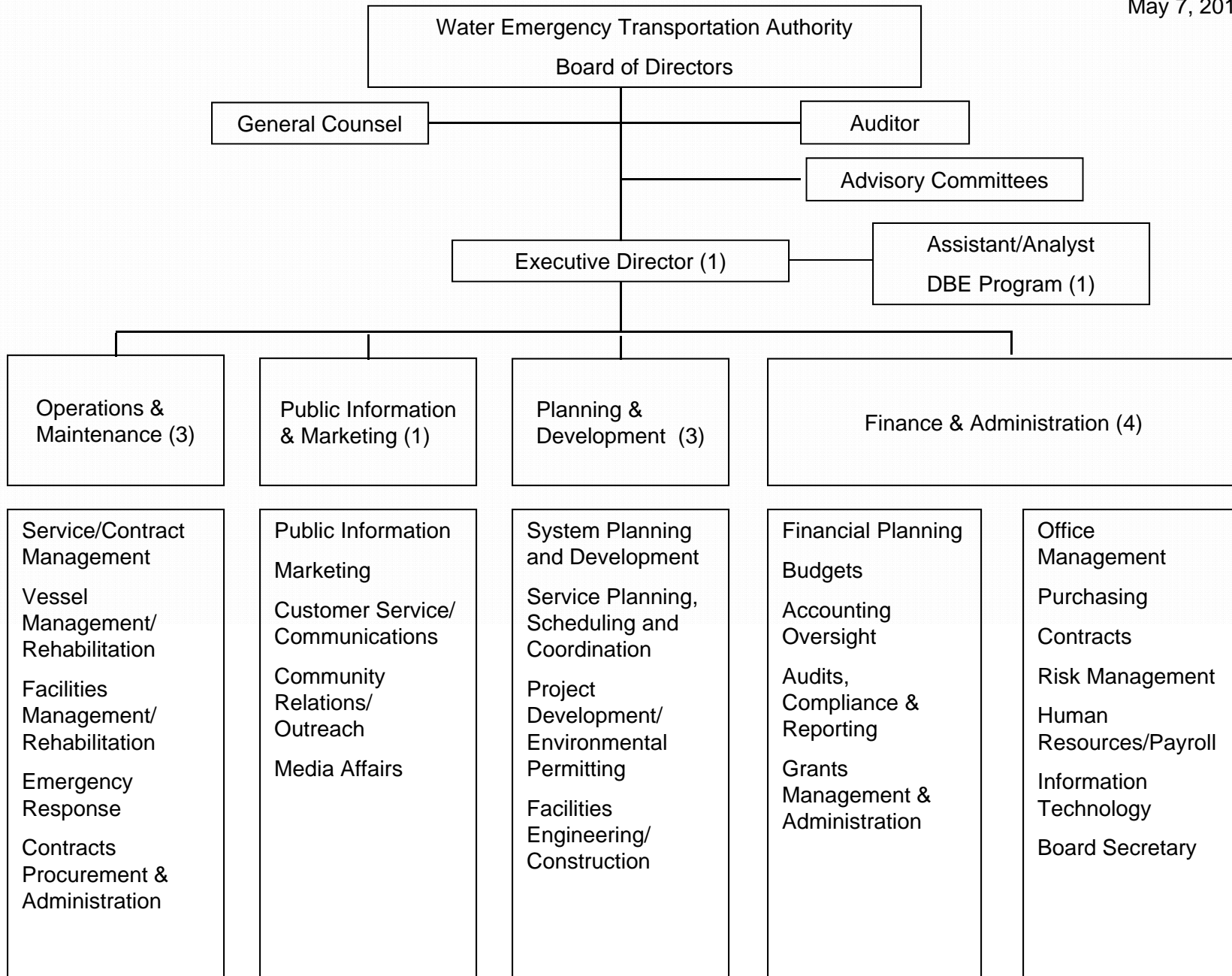
	FY 2013/14 Actual	FY 2014/15 Budget	FY 2014/15 Estimated Actual	FY 2015/16 Proposed Budget
Revenues				
Local - Bridge Toll Revenue	2,189,300	3,000,000	2,963,300	3,000,000
- Regional Measure 2	2,189,300	3,000,000	2,933,300	3,000,000
Total Revenues	2,189,300	3,000,000	2,963,300	3,000,000
Expenses				
Salaries & Wages	660,100	886,000	854,500	963,000
Fringe Benefits	486,900	555,000	1,008,300	545,000
Professional / Contract Services	831,100	1,620,000	1,024,600	1,488,000
- Management Svcs	357,900	563,000	407,100	521,000
- Advertising Fees	60,200	60,000	60,000	66,000
- Professional & Technical Svcs	352,500	894,000	494,100	832,000
- Other Services	60,500	103,000	63,400	69,000
Operating & Promotional Supplies	51,500	37,000	22,800	28,000
Utilities	14,700	21,000	12,900	23,000
Insurance	16,800	19,000	18,300	23,000
Dues, Subscriptions & Other Expenses	89,500	110,000	86,700	120,000
Leases, Rentals and Docking Fees	272,500	286,000	283,900	301,000
Subtotal Expenses	2,423,100	3,534,000	3,312,000	3,491,000
Overhead Expense Transfers				
Alameda/Oakland Service	(87,700)	(209,000)	(134,700)	(219,000)
Alameda Harbor Bay Service	(52,800)	(117,000)	(68,300)	(82,000)
South San Francisco Service	(52,900)	(135,000)	(80,300)	(100,000)
Vallejo Service	(40,400)	(73,000)	(65,400)	(90,000)
Subtotal Expense Transfers	(233,800)	(534,000)	(348,700)	(491,000)
Total Expenses	2,189,300	3,000,000	2,963,300	3,000,000

Assumptions:

- ▶ Includes a 2.5% cost of living increase based on the one-year (February 2014 to February 2015) change in the Consumer Price Index for the San Francisco Bay Area.
- ▶ Assumes filling one vacant position to assist with various functions such as vessel and facility operations and capital procurement. This position will be charged to service operations and/or capital budgets when appropriate.
- ▶ Includes Employer Public Employee Retirement System (PERS) contribution of 9.67%.
- ▶ FY2014/15 Estimated Actual for Fringe Benefits includes a \$500,000 payment toward's WETA's unfunded pension liability.

Appendix 2

May 7, 2015



MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Executive Director
Mike Gougherty, Senior Planner

SUBJECT: Authorize the Executive Director to Negotiate and Execute a Memorandum of Understanding with the Port of San Francisco for Implementation of the Downtown San Francisco Ferry Terminal Expansion Project

Recommendation

Authorize the Executive Director to negotiate and execute a Memorandum of Understanding with the Port of San Francisco for implementation of the Downtown San Francisco Ferry Terminal Expansion project.

Background

In October 2014, the WETA Board approved the Final Environmental Impact Report (EIR) for the Downtown San Francisco Ferry Terminal Expansion (DFTX) project, representing the completion of the environmental review process. Subsequently, the WETA Board has approved contract amendments with the environmental and design consultant teams to advance permitting and design work for the first project phase, which will consist of improvements in the South Basin of the Downtown San Francisco Ferry Terminal. The South Basin improvements will include construction of new Gates F & G, as well as landside pedestrian circulation improvements, installation of new passenger amenities such as weather-protected areas for queuing, and covering of the current "lagoon" area south of the Ferry Building to accommodate future system expansion and enhance WETA's emergency response capabilities.

In February 2010, WETA and the Port of San Francisco (Port) entered into a Memorandum of Understanding (MOU) that outlined roles and responsibilities for each agency during the environmental review process. The MOU established a cooperative planning process for managing the DFTX project in the context of other Port projects in the Ferry Building area that successfully resulted in the development of an initial concept design and approval of the project under the California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA).

Discussion

Now that the environmental review process is complete, a new MOU is necessary to define respective roles, responsibilities and obligations for the next phase of project development including such activities as design, permitting and public outreach. The proposed MOU also outlines general terms and conditions between WETA and the Port for construction, operation and maintenance of the project facilities. An understanding of these terms is essential for WETA in terms of moving forward with the substantial investment necessary to further develop this project. As stated in the proposed MOU, which is provided for reference as

Attachment A, the ultimate goal of WETA and the Port is to execute a Disposition and Development Agreement (DDA) and a new license/lease agreement that more comprehensively details each party's obligations, consistent with the general terms outlined in the proposed MOU. Both the DDA and new license/lease agreement would be negotiated and executed prior to initiating construction of the project.

In general, the proposed MOU sets forth a new operating model between the Port and WETA for facilities that will be built as part of the DFTX project. The terms outlined for the new facilities at the Downtown San Francisco Ferry Terminal are substantively different than the licensing arrangement between WETA and the Port for use of the existing facilities. Under the current arrangement, the Port is responsible for operation, maintenance, and capital rehabilitation of the entire Downtown San Francisco Ferry Terminal. WETA is provided access to land at these facilities, along with other ferry operators, through a multi-year License Agreement. Under this model, the Port's costs to maintain the facilities are offset by landing fees that WETA and others pay to utilize the facilities.

For the new facilities constructed as part of the DFTX project, WETA will generally assume responsibility for operation, maintenance, and capital rehabilitation of the new waterside facilities (float, gangway, portal) in lieu of paying landing fees to the Port. WETA will have the option of contracting with either the Port or a qualified third party entity to provide maintenance or repair services on a negotiated time and materials basis. The benefit of this new arrangement is that WETA will have greater control over the facilities under its primary or exclusive use. In particular, WETA will have greater control over ensuring that periodic capital rehabilitation work is performed on a consistent basis.

The Port will generally assume responsibility for operation, maintenance, and capital rehabilitation of new landside facilities, including the extension of the promenade area and the future Embarcadero Plaza, similar to its current responsibilities for the existing terminal landside areas. WETA will contribute to the operation, maintenance, and capital rehabilitation of landside facilities that are primarily for ferry passenger use, such as weather-protection canopies, ticketing facilities, and signage. As set forth in the proposed MOU, a final DDA and new license/lease agreement will ensure that WETA is able to access new landside facilities for ferry terminal use. The Port would also be obligated to coordinate any event planning along these spaces with WETA.

A key remaining issue identified in the MOU for future consideration in the DDA is whether or not the new operating model proposed for the new DTFX facilities might be applied to the existing Downtown Ferry Terminal (Gates B&E) and China Basin ferry terminal facilities that are currently available to WETA through its multi-year License Agreement with the Port. WETA and Port staff will explore this option and consider whether it would be mutually beneficial or desired as a part of the development of the DDA.

Fiscal Impact

There is no fiscal impact associated with this item.

Attachment(s):

- A. Memorandum of Understanding

END

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** by and between the **CITY AND COUNTY OF SAN FRANCISCO** (City), acting by and through its **PORT COMMISSION** (Port), and the **SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY** (WETA), regarding development of the proposed Downtown San Francisco Ferry Terminal Expansion Project (DFTX Project) and future operation and maintenance of WETA facilities along the San Francisco waterfront is dated as of _____, 2015 for reference purposes only.

RECITALS

A. The Port has primary land use jurisdiction over all development of property in and around the Ferry Building area, including the Downtown Ferry Terminal, and of property in the China Basin area, including the China Basin Ferry Terminal.

B. WETA was created by the State of California to develop and operate a regional ferry transit system on San Francisco Bay and to coordinate the ferry transit response to regional emergencies. In this capacity, WETA currently operates regional ferry services to and from Port facilities under License Agreement #14955 between the Port and WETA permitting WETA to use ferry terminal landings at the Downtown Ferry Terminal (Gate B and Gate E) and China Basin (East Berth and West Berth) for the purposes of ferry passenger embarkation and debarkation.

C. The Port and WETA are coordinating efforts on the DFTX Project to expand existing and add new regional ferry services to and from Downtown San Francisco. In connection with the DFTX Project, the Port and WETA anticipate entering into a Disposition and Development Agreement ("DDA") as well as a new license or lease agreement ("Lease"), using the Port's standard form for such agreements as template documents, to cover WETA's construction activities and operations at the expanded ferry facilities when completed.

D. The DFTX Project improvements would fulfill one of the Port's objectives for the Ferry Building waterfront in the Waterfront Land Use Plan. The Port is proceeding with adjacent and complementary projects such as rehabilitation of the Agriculture Building and Ferry Plaza landscaping improvements that also fulfill the Port's objectives for the Ferry Building waterfront.

E. On February 22, 2010 the Port and WETA entered into a Memorandum of Understanding (MOU) regarding cooperative planning processes for their respective projects in the Ferry Building area. WETA is designated as the lead agency for environmental review of the DFTX Project in the MOU, and the City is designated as the lead agency for the Port projects in the area.

F. On October 2, 2014 the WETA Board of Directors certified the Final EIR for the DFTX Project. The Port participated in the preparation of the Final EIR for the DFTX Project as a responsible agency under CEQA.

G. This MOU will replace the prior MOU between the Port and WETA dated as of February 22, 2010 in its entirety and addresses the terms under which the Port and WETA will continue to work cooperatively to finalize design and development of the DFTX Project for construction and implementation.

AGREEMENT

The parties hereby agree as follows:

General

1. WETA will continue to serve as the lead agency for development of the DFTX Project while working in close coordination with the Port, which has roles both as the responsible land use regulator and as the owner of the DFTX Project site. WETA will design the project, take the lead role in securing project approvals, and construct the project. The Port will continue to serve as the primary representative of the City's broader interests as they relate to this project.
2. WETA will construct the DFTX Project in phases, the first of which is planned to consist of project improvements proposed for the South Basin. As planned, improvements in the North Basin will be undertaken at a future date as demand for additional facilities materializes. Improvements to the existing seawall and Agricultural Building are not included in the proposed DFTX Project; however, the DFTX Project improvements will be designed and built in coordination with the Port's planned improvements to these facilities. WETA will provide oversight and direction to its contractors and other agents to prevent the DFTX Project from degrading existing functional performance of the seawall and Agriculture Building by actions or omissions that would interfere with their structural integrity or the Port's operation and maintenance of those facilities. The Port makes no warranty as to the condition and functionality of any of its property. WETA must conduct its own due diligence as to the condition of Port properties and facilities within and adjacent to the DFTX project area, generally defined as the water area between the southern extent of Pier 1 and Pier 14, to determine the suitability of the proposed expansion areas covered by the DFTX Project for their intended use before construction begins.
3. Consistent with the terms generally set forth in this MOU, the Port and WETA will develop and enter into a DDA and Lease, the terms of which will be negotiated prior to the start of project construction; these documents will define in detail the parties' respective roles and responsibilities for operation and maintenance of the newly constructed facilities. The Port and WETA agree and acknowledge that this MOU is intended to set forth the general concepts for the DDA and Lease but that it will not bind the Port Commission or any other entity including any agency (including boards, commissions and departments of the City) that must permit, approve or consent to the DDA, Lease or other transactional documents or

approvals and that Port has made no representation or warranty that the necessary approvals can be obtained.

4. Furthermore, if deemed mutually beneficial and desired by the parties, the DDA and/or Lease may also define new roles and responsibilities for operation and maintenance of the existing Downtown Ferry Terminal and China Basin Ferry Terminal facilities in a framework consistent with those established for the new Downtown Ferry Terminal facilities. Additionally, if deemed mutually beneficial and desired by the parties, the DDA may include the refurbishment of the existing Gate E float in the project description for the DFTX Project.

DFTX Project Implementation

5. **Permitting:** Both parties will work cooperatively to secure permits and undertake design review processes required by the Bay Conservation and Development Commission (BCDC), San Francisco Bay Regional Water Quality Control Board, Dredge Material Management Office, United States Army Corps of Engineers and other entities that typically oversee waterfront projects sponsored by the Port, as well as Port permits and approvals, including Port design review, Port encroachment permit, and Port building permit.
6. **Public Outreach:** The parties will coordinate public input, and stakeholder notification and consultation processes as far as practical and legally feasible to avoid unnecessary duplication of efforts or confusion between and among these groups and the specific project components that WETA and the Port are undertaking. Each agency will inform the other regarding its public outreach scope and schedule.
7. **Funding:** WETA is the lead agency and is solely responsible for securing funding for the DFTX Project. The Port will actively support WETA's efforts to secure additional funding to construct the DFTX Project, if required.
8. **Contracting:** WETA will be responsible for procuring and awarding contracts for design, construction management, and construction of the project, in consultation with Port staff. WETA will execute a project labor agreement in conjunction with award of the construction contract and adhere to any City contracting requirements permissible under WETA's funding sources for the DFTX Project or otherwise applicable.
9. **In-kind Services:** The Port shall provide staff time as in-kind services in support of WETA's public outreach, data collection, information gathering, and cooperative project management obligations required to advance development of the DFTX Project, and to facilitate the issuance of building permits and other Port approvals required for the project. WETA shall pay all applicable Port permit fees.
10. **Construction:** WETA will oversee the day-to-day management of DFTX Project construction, in consultation with Port staff. The Port will work with WETA to identify available adequate staging facilities in the Ferry Building area for project

construction and will facilitate the development of a construction staging plan to minimize circulation disruptions.

11. **Appropriations:** Port and WETA acknowledge that each agency's budget is subject to an appropriations process, and therefore its ability to cover its allocated costs is subject to the appropriations of funds.

Property Rights

12. **Waterside:** WETA will own, manage and maintain the waterside berthing facilities up to and including the landside portal/access gates built as a part of the DFTX Project for primary WETA use, such as ticketing facilities, signage, and weather protection canopies (WETA primary-use landside facilities). Insurance responsibilities and requirements will be defined in detail in the DDA and/or Lease. WETA shall be responsible for all costs associated with operating and maintaining all new berthing facilities.
13. **Landside:** The Port will own and manage all landside facilities beyond the shore side portal gates built as part of the DFTX Project upon construction completion. Insurance responsibilities and requirements will be defined in detail in the DDA and/or Lease. The Port shall be responsible for all costs associated with operating and maintaining all landside facilities, with the exception that WETA will be responsible for the portion of costs allocated to its primary-use landside facilities, as further defined in the Lease.

Operation and Maintenance

14. **Berthing Facilities:** WETA will be responsible for operation and maintenance of all new berthing facilities constructed as a part of the DFTX project in lieu of any landing fees or rent associated with its use of such facilities. This arrangement is intended to minimize staff resources required by the Port and to grant WETA more direct control over these facilities, including primary responsibility for scheduling landings, and authorization of excursion vessel and event use of berthing facilities. It is mutually desired that the Port continue to assist WETA in providing certain services, including insurance, shore side cleaning and maintenance, and other related services that will be set forth through a program (Maintenance Program) developed between the Port and WETA and defined in the DDA and/or Lease .
15. **Maintenance Program:** The Maintenance Program will define an annual maintenance plan of regular and on-call services provided by the Port at the request of WETA to provide certain maintenance services at waterside berthing facilities owned and managed by WETA and the WETA primary-use landside facilities. All services provided by the Port through the Maintenance Program will be billed on a time and materials basis subject to prior purchase order authorization by WETA. WETA will use Port staff for maintenance services unless the use of Port staff would be infeasible due to the nature of the work required, to Port staff availability or to requirements under WETA's system operator contract.

Other resources available to WETA to perform maintenance services include its contract ferry operator and other third-party contractors qualified for such work. The Maintenance Program will be incorporated into the DDA between the Port and WETA prior to the start of construction.

16. **Landside Facilities:** The Port will be responsible for operation and maintenance of all new landside facilities constructed as a part of the DFTX Project, with the exception of WETA primary-use landside facilities. The Port agrees to grant WETA rights to access terminal landside facilities on a long-term basis to support operations of regular day-to-day ferry service as well as its mandate to provide emergency response services in the event of an emergency, such that WETA's rights to use of the primary-use landside facilities shall be superior to the Port or third parties. WETA's emergency response services at the Downtown San Francisco Ferry Terminal will be carried out in coordination with Port and City of San Francisco emergency response services. The Port also agrees in concept to reserve the right for WETA to construct and operate a future ticket sales and informational kiosk along the planned "Embarcadero Plaza", subject to design criteria and any other applicable Port conditions specified in the DDA and/or Lease.
17. **Special Events:** Any event or other special use of landside facilities constructed by WETA at the Downtown Ferry Terminal, both revenue and non-revenue generating, other than general public access shall be coordinated with WETA and will be subject to WETA's prior approval. WETA shall not unreasonably withhold its approval and shall respond to requests in a timely manner. The DDA and/or Lease will address in detail the parties' real property rights and usage, including parties' respective rights to use various areas during special events.

Capital Rehabilitation

18. **Berthing Facilities:** WETA will be responsible for all capital repairs, rehabilitation and replacement of new berthing facilities constructed as a part of the DFTX Project and operated and maintained by WETA, as well as the WETA primary-use landside facilities.
19. **Landside Facilities:** The Port will be responsible for capital repairs, rehabilitation and replacement of all new landside facilities constructed as a part of the DFTX Project and under its ownership and management, including public access furnishings but excluding the WETA primary-use landside facilities.
20. **Dredging:** WETA will seek approval of dredging required to implement the DFTX Project – including ongoing maintenance dredging - through new permits issued specifically for the project. WETA shall be responsible for the costs of all dredging work performed under its dredge permit(s).

WETA and Port have entered into this Memorandum of Understanding as of the last date set forth below.

**San Francisco Bay Area Water
Emergency Transportation
Authority**

**City and County of San
Francisco, acting by and through
the San Francisco Port
Commission**

By: _____
Nina Rannells
Executive Director

By: _____
Monique Moyer
Executive Director

Reviewed:

**Reviewed:
Dennis J. Herrera
City Attorney**

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

By: _____
Rona Sandler
Deputy City Attorney

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Executive Director
Lauren Gularte, Administrative/Policy Analyst

SUBJECT: Approve FY 2015-2018 Title VI Program

Recommendation

Approve the FY 2015-2018 Title VI Program.

Background

Title VI of the Civil Rights Act of 1964 specifies that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” While Title VI protects against discrimination on the grounds of race, color, or national origin, Title VI does not provide protection for low-income populations. Executive Order 12898 and the subsequent guidelines issued by the Department of Transportation and the U. S. Environmental Protection Agency regarding Environmental Justice, require consideration of the impacts not just on minority populations but also on low-income populations. In 2000, Executive Order 13166 addressed improving access to services for persons with Limited English Proficiency (LEP) by requiring recipients to take reasonable steps to ensure meaningful access to benefits, services, information and other important portions of their programs and activities for individuals who are Limited English Proficient.

Circular 4702.1B distributed by the FTA provides guidance under Title VI for transit agencies and other federal funding recipients to ensure that services are provided in a manner that is nondiscriminatory and without respect to the minority or income status of its current or potential riders. All programs receiving financial assistance from the Federal Transit Administration are subject to Title VI and the U.S. Department of Transportation’s implementing guidelines. FTA requires that all direct and primary recipients of FTA financial assistance document their compliance with Title VI by submitting a Title VI program once every three years. The Title VI program must be approved by the recipients governing body prior to submission.

In 2012, FTA issued revised regulations increasing requirements for certain aspects of Title VI and relaxing requirements for those recipients operating fixed route transit with less than 50 vehicles in peak service that are located in an Urbanized Area (UZA) of 200,000 or more in population. Previously, in addition to the base requirements for compliance with Title VI, all recipients were required to evaluate the transit service provided by establishing system-wide standards and policies, collecting and reporting data, evaluating service and fare equity changes, and monitoring the provision of transit service. Pursuant to FTA Circular 4702.1B, which was released by FTA in October of 2012, recipients operating fixed route transit with less than 50 vehicles in peak revenue service are now only required to set system wide standards and policies.

Discussion

WETA is a recipient of federal funds, pursuant to Title 49 U.S.C. Chapter 53, under FTA section 5307/09. The current Title VI program for WETA and San Francisco Bay Ferry was submitted to FTA in June 2012. An updated Title VI program is due to FTA by June 1, 2015.

Staff has prepared the Title VI Program update in accordance with the regulations and guidance for transit operators provided in FTA Circular 4702.1B (dated October 1, 2012) and reflects the relaxed regulations for fixed route transit providers operating less than 50 vehicles in peak service in an UZA of 200,000 or more in population. The Title VI Program details how WETA strives to ensure that all transit service and access to its facilities are equitably distributed and provided without regard to race, color, religious creed, or national origin and that equal opportunities are afforded to all individuals in its service area without regard to race, color, religious creed or national origin, as they relate to community participation in local transit planning, policy and decision-making processes.

The Title VI Program encompasses the following areas:

1. A Public notice of the protections from discrimination provided by Title VI
2. Procedures for filing a Title VI complaint
3. List of any Title VI complaints, investigations or lawsuits naming WETA or San Francisco Bay Ferry since the last filing of the Title VI Program with FTA
4. Public participation plan for transit service planning and project, and list of public outreach activities conducted since the last filing of the Title VI Program
5. A language assistance plan to ensure access to services for Limited English Proficient Individuals
6. Equity analysis related to the determination of the site or location of new transit facilities and policies to ensure that transit services and amenities are deployed in a non-discriminatory manner.

The updated Title VI program is included as **Attachment 1** to this report. Staff recommends approval of this Title VI Program addressing WETA's responsibilities under Title VI of the Civil Rights Act of 1964.

Fiscal Impact

There is no direct fiscal impact associated with this item. The Title VI Program is required by federal law and FTA regulations as a condition of receiving federal funds.

END

SAN FRANCISCO BAY AREA WATER EMERGENCY
TRANSPORTATION AUTHORITY (WETA)

2015-18 Draft Title VI Program

May 2015

Table of Contents

	Page
1 Introduction	1-1
Overview	1-1
Title VI Compliance.....	1-1
2 Description of Transit Service	2-1
Agency Background	2-1
WETA Governance & Staff	2-2
Transit Services Provided and Areas Served	2-2
Defining WETA's Service Area.....	2-4
Fleet Information	2-5
System Performance.....	2-6
3 General Reporting Requirements	3-1
Annual Title VI Certification and Assurance.....	3-1
Required Submission of Title VI Program / Additional Information Upon Request.....	3-1
Notifying Beneficiaries of Protection Under Title VI	3-2
Title VI Complaint Procedures	3-2
Record of Title VI Investigations, Complaints, and Lawsuits	3-2
Promoting Inclusive Public Involvement	3-3
Providing Meaningful Access to Limited English Proficient (LEP) Individuals.....	3-8
Minority Representation on Planning and Advisory Bodies.....	3-9
Determination of Site or Location of Facilities.....	3-9
4 Program Specific Requirements.....	4-1
Requirement to Set Systemwide Service Standards and Policies.....	4-1
Major Service Change Policy	4-5
Distribution of Transit Amenities and Vehicle Assignment Policies.....	4-5
Appendix A WETA Organizational Chart	
Appendix B Procedures for Filing, Tracking, and Investigating Title VI Complaints	
Appendix C WETA Limited English Proficiency (LEP) Plan	
Appendix D Title VI Policy Statement, Information Request Procedures, Complaint Filing Notice	
Appendix E Environmental Justice Analysis	
Appendix F Sample Public Notice	

Table of Figures

	Page
Figure 2-1 Summary of WETA Service Fleet by Route	2-5
Figure 2-2 Summary of Operating Statistics, February 2015.....	2-6
Figure 3-1 LEP Persons within WETA Service Area	3-8
Figure 4-1 Goals, Objectives, Performance Standards Flowchart.....	4-4

1 INTRODUCTION

OVERVIEW

The San Francisco Bay Area Water Emergency Transportation Authority (WETA) is the public agency responsible for operating the San Francisco Bay Ferry system that serves Oakland (Jack London Square), Alameda (Harbor Bay and Main Street/Gateway), San Francisco (Downtown Ferry Building and Pier 41), South San Francisco (Oyster Point Marina), and Vallejo. WETA also manages seasonal service to AT&T Park.

TITLE VI COMPLIANCE

Title VI of the Civil Rights Act of 1964 specifies that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Executive Order 12898 and the subsequent guidelines issued by the Department of Transportation and the U. S. Environmental Protection Agency require consideration of the impacts on minority and low-income populations. Circular 4702.1B distributed by the FTA provides guidance under Title VI for transit agencies and other federal funding recipients to ensure that services are provided in a manner that is nondiscriminatory and without respect to the minority or income status of its current or potential riders.

WETA is a recipient of federal funds, pursuant to Title 49 U.S.C. Chapter 53, under FTA section 5307/09. As a recipient of federal funds, WETA has prepared its 2015 Title VI Program in accordance with FTA Circular 4702.1B, dated October 1, 2012. WETA understands its responsibility to ensure that all transit service and access to its facilities are equitably distributed and provided without regard to race, color, religious creed, or national origin. Furthermore, WETA strives to ensure that equal opportunities are afforded to all individuals in its service area without regard to race, color, religious creed or national origin, as they relate to community participation in local transit planning, policy and decision-making processes.

2 DESCRIPTION OF TRANSIT SERVICE

This chapter provides a brief overview of WETA and the services it provides. More specifically, this chapter includes a summary of the history of WETA and its development over the past 15 years. This chapter also includes an overview of the WETA governance structure, a description of specific ferry services provided, WETA's service area, and a summary of recent service performance.

AGENCY BACKGROUND

In October 1999, the California State legislature formed the Water Transit Authority (WTA), a regional agency mandated to create a long-term plan for new and expanded water-transit and related services on the San Francisco Bay. The enabling legislation (Senate Bill 428) directed the WTA to prepare an Implementation and Operations Plan (IOP) in order to evaluate ridership demand, cost-effectiveness, and the environmental impact of expanded water transit services. In July of 2003, the legislature approved this plan and authorized the WTA to operate a comprehensive public water transit system of ferries, back-up buses, and terminals.

Effective January 1, 2008, a new state law (SB 976 as amended by SB 1093) dissolved the WTA and replaced it with the San Francisco Bay Area Water Emergency Transportation Authority (WETA). This new regional agency is responsible for consolidating and operating existing public ferry services in the Bay Area, planning new service routes, and coordinating ferry transportation response to emergencies or disasters affecting the Bay Area transportation system. The creation of WETA responds to a need for more comprehensive water transportation and emergency services which emphasize a regional approach that will significantly increase the Bay Area's emergency response capabilities and contribute significantly to a more robust and environmentally friendly public transit system.

Under its new enabling legislation, WETA is directed to assume control over publicly operated ferries in the Bay Area, except those owned and operated by the Golden Gate Bridge, Highway and Transportation District. It also authorized implementation of the transition through the transfer and lease (or alternative property rights transfer arrangements) to WETA of assets used in operating the Alameda/Oakland Ferry Service, Alameda/Harbor Bay Ferry Service, and Vallejo Baylink Service.

In October 2010, the Alameda City Council and WETA Board adopted the transition agreement for the Alameda/Oakland and Alameda/Harbor Bay services. The transition was completed on April 29, 2011, when WETA assumed operation of the two Alameda services. In October 2011, the Vallejo City Council and WETA Board adopted the transition agreement for the Vallejo Baylink service. The transition of the Vallejo Ferry Service to WETA was completed on July 1, 2012.

Previously, the cities of Alameda and Vallejo had contracted out operation of these three ferry services through three separate operating contracts. On January 1, 2012, WETA consolidated all transitioned ferry services under one system-wide operating contract, and in June 2012 WETA

added its first expansion ferry service from Alameda and Oakland to Oyster Point in South San Francisco, to the system-wide operating contract.

Under the San Francisco Bay Ferry brand, WETA carries over 1.9 million passengers annually on four ferry routes, utilizing a fleet of 12 high speed passenger-only ferry vessels. San Francisco Bay Ferry currently serves the cities of Alameda, Oakland, San Francisco, South San Francisco and Vallejo.

WETA GOVERNANCE & STAFF

WETA Board

As directed by SB 976 as amended by SB 1093, the WETA Board is comprised of five members for a term of six years. Members of the board are appointed as follows:

- Three members are appointed by the Governor, subject to confirmation by the Senate.
- One member is appointed by the Senate Committee on Rules.
- One member is appointed by the Speaker of the Assembly.

Each Board member has one vote. The Board holds regular meetings once a month and additional meetings as required. Its meetings are subject to prior public notice and are open to the public in accordance with California state law.

WETA Staff

WETA staff consists of 12 regular employees including the Executive Director. The agency is divided into four departments including Maintenance and Operations; Public Information and Marketing; Planning and Development; and Finance and Administration. WETA's organizational chart is included as Appendix A of this report.

TRANSIT SERVICES PROVIDED AND AREAS SERVED

As of January 1, 2012, the Blue and Gold Fleet (B&GF) is under contract with WETA to provide operation and maintenance services for the entire WETA system. B&GF is responsible for the daily operation and management of WETA's ferry transit system, which includes vessel operations and basic maintenance, equipment and facilities management, terminal operations, personnel management (with contract employees), communications, dispatching and notification systems, provision of fueling and lubricants, fare collection, and provision of on-board services such as food and beverage services. WETA provides funding for the Route 200 bus service from Vallejo to San Francisco to complement the Vallejo ferry schedule. The Solano Transportation Authority (SolTrans) is under contract with WETA to provide this service.

WETA operates four primary ferry routes on San Francisco Bay providing transbay service to downtown San Francisco and South San Francisco.¹

¹ A full description of the schedules and fares for each route can be found at www.sanfranciscobayferry.com.

Alameda/Oakland Service

The Alameda/Oakland ferry (AOFS) provides daily service between Alameda, Oakland and downtown San Francisco. In FY 13/14 the AOFS carried 821,633 passengers. Limited seasonal service is provided to AT&T Park for selected San Francisco Giants baseball games (weekday night games and weekend day games). Service is also provided between Alameda and Oakland, and between the San Francisco Ferry Building and Pier 41 (Short Hop).

Alameda Harbor Bay Service

The Alameda Harbor Bay ferry (AHBF) provides weekday peak-period service between Harbor Bay Isle and downtown San Francisco. Annual ridership for FY 13/14 was 246,695.

Vallejo Ferry Service

The Vallejo ferry provides daily service between Vallejo and downtown San Francisco. In FY 13/14 the Vallejo service carried 826,715 riders. Limited seasonal service is provided to AT&T Park for select baseball games (weekday night games and weekend day games).

South San Francisco Ferry Service (SSF)

The South San Francisco ferry service provides weekday peak-period service between Alameda, Oakland, and Oyster Point in South San Francisco. Limited midday service between South San Francisco and San Francisco is also provided. The service started in June 2012. In FY 13/14 the South San Francisco service carried 84,098 riders. Service is also provided between Alameda and Oakland (Short Hop).

DEFINING WETA'S SERVICE AREA

Given the nature of ferry transit service and the difficulty of defining a service area based on ferry routes that do not traverse through census tracts, it was determined that the preferred way to define the service area for WETA was to utilize passenger survey responses to identify home/origin census tracts. In October 2014, WETA administered an onboard survey to riders asking a series of questions on travel patterns, rider demographics, rider attitudes, and rating of various services. The survey was conducted as a self-administered questionnaire distributed and collected onboard each of WETA's four ferry routes, similar to a previous onboard survey administered by WETA in 2011. For each service, the trips selected for surveying were scheduled to achieve a representative cross section of riders during all time periods, including weekday peak, weekday off peak, and weekends. In total, 2,310 surveys were completed and processed.

Using the valid responses from this survey, a service area was defined and demographic data was analyzed by census tract. It should be noted that WETA's service area, and service population, may be different than the last submission of WETA's Title VI plan as a result of the fact that on-board survey responses are used to determine San Francisco Bay Ferry's service area each time the survey is conducted. The specific steps in the methodology are outlined below:

1. Based on survey responses, trip origins by ZIP Code were mapped.
2. Any origin ZIP Code with only one response was not included. Many of these "low-response" ZIP Codes fell outside of what was believed to be a reasonable definition of WETA's service area (i.e. Sacramento or Livermore).
3. ZIP Code geographies were converted into geographies defined by census tracts so that demographic data from the U.S. Census and American Community Survey (ACS) could be utilized. Because the geographies of ZIP Codes and census tracts do not necessarily match, a "best fit" methodology was used to determine which tracts to include.

The majority of WETA riders are coming from locations in south Oakland, Alameda, and near Vallejo. There are also a relatively high number of ferry riders coming from areas in Napa and Sonoma counties utilizing the Vallejo service to access locations in San Francisco.

FLEET INFORMATION

Figure 2-1 provides a summary of the WETA service fleet and the basic characteristics of each vessel by route. WETA provides similar vessels for each route in terms of vessel type and on-board amenities. There are slight differences between the size and speed of the vessels by route, but these differences are predominantly due to the specific service needs of each route. For example, the fastest vessels have been assigned to the Vallejo route because of the greater distance between the Vallejo terminal and San Francisco.

Figure 2-1 Summary of WETA Service Fleet by Route

Service	Vessel Name	Year Built	Vessel Type	Passenger Capacity²	Speed Knots	Restrooms	Snack Bar
Alameda / Oakland	Encinal	1985	Aluminum Catamaran	395	25	3	Yes
	Peralta	2001		331	25	3	Yes
Harbor Bay	Bay Breeze	1994		250	24	2	Yes
	Express II*	-		-	-	-	-
South San Francisco ³	Gemini	2008		149	25	2	Yes
	Pisces	2009		149	25	2	Yes
Vallejo	Intintoli	1997		349	34	3	Yes
	Solano	2004		320	34	4	Yes
	Vallejo	1991		267	34	3	Yes
	Mare Island	1997		330	34	3	Yes
Spare Vessels	Taurus	2009		199	25	2	Yes
	Scorpio	2009		199	25	2	Yes

Source: WETA

* Express II was sold in 2012 and will be replaced in 2017.

² Passenger capacities are for April 2015 and may be different than in the past or the future due to Coast Guard weight and stability recalculation.

SYSTEM PERFORMANCE

Figure 2-2 provides an overview of the operating statistics for the different ferry services for the month of February 2015. In July and October 2013, the Bay Area Rapid Transit (BART) labor force went on two separate strikes, resulting in no transbay BART service for nine commute days. Since 2013, WETA's system-wide ridership has sustained a 35% increase.

Figure 2-2 Summary of Operating Statistics, February 2015

			Alameda/ Oakland	Harbor Bay	South San Francisco	Vallejo*	System wide	
Ridership	vs. last month	Total Passengers February 2015	57,198	21,439	8,479	54,755	141,871	
		Total Passengers January 2015	58,263	21,937	8,898	56,314	145,412	
		Percent change	-1.83%	-2.27%	-4.71%	-2.77%	-2.44%	
	vs. same month last year	Total Passengers February 2015	57,198	21,439	8,479	54,755	141,871	
		Total Passengers February 2014	31,601	17,899	6,376	50,511	106,387	
		Percent change	81.00%	19.78%	32.98%	8.40%	33.35%	
	vs. prior FY to date	Total Passengers Current FY To Date	581,054	167,216	67,076	549,280	1,364,626	
		Total Passengers Last FY To Date **	539,836	164,734	54,463	538,194	1,297,227	
		Percent change	7.64%	1.51%	23.16%	2.06%	5.20%	
			Avg Weekday Ridership February 2015	2,256	1,128	446	2,411	6,241
	Operating		Passengers Per Hour	146	188	58	141	136
			Revenue Hours	392	114	147	389	1,042
		Revenue Miles	4,677	2,570	2,347	10,668	20,262	

* Vallejo ridership includes ferry + 4,536 Route 200 bus passengers.

** Includes ridership during July and October 2013 BART strikes and Sept 2013 Bay Bridge closure.

Source: WETA

3 GENERAL REPORTING REQUIREMENTS

Chapter III of FTA Circular 4702.1B describes the general reporting requirements required of WETA and its sub-recipients to ensure that their activities comply with Title VI regulations and/or the DOT Order on Environmental Justice and the DOT Guidance on Limited English Proficiency (LEP). Summaries of these requirements and WETA's efforts in meeting them are outlined below.

ANNUAL TITLE VI CERTIFICATION AND ASSURANCE

To ensure accordance with 49 CFR Section 21.7, applicants shall submit their annual Title VI assurance as part of their annual Certification and Assurance submission to FTA. Recipients shall collect Title VI assurances from sub-recipients prior to passing through FTA funds.

WETA annually submits its Certifications and Assurances in the Transportation Electronic Award Management (TEAM) System within 90 days from the date on which the Certifications and Assurances are printed in the Federal Register. The Executive Director and WETA Legal Counsel individually and electronically certify the Certifications and Assurances using a secret Personal Identification Number (PIN) within TEAM. The WETA Legal Counsel and Executive Director last certified on January 23, 2015.

REQUIRED SUBMISSION OF TITLE VI PROGRAM / ADDITIONAL INFORMATION UPON REQUEST

To ensure compliance with 49 CFR Section 21.9(b), FTA requires that all recipients document their compliance by submitting a Title VI Program to FTA's regional civil rights officer once every three years.

WETA submitted its most recent Title VI report to the FTA in August 2012. Since that time, several service changes have occurred, including:

1. Established Clipper Fares for Alameda/Oakland and Harbor Bay services and eliminated SFMTA transfer, September 2012
2. Implemented South San Francisco Enhanced Demonstration Project - provided service from SSF to SF on a demonstration basis, March 2013
3. Adopted 5 year fare program 2015-2020 and associated actions:
 - a. Established incremental annual fare increase for next 5 years
 - b. Discontinued all paper tickets excluding single ride tickets and the Vallejo Monthly Pass
 - c. Established Clipper fares for the Vallejo services

- d. Established consistent age categories
- e. Established youth fares at 50% of the adult cash fare
- f. Established consistent discount pricing across all services
- g. San Francisco Municipal Transportation Agency (SFMTA) also eliminated the MUNI sticker (transfer for Vallejo Monthly Pass holders).

NOTIFYING BENEFICIARIES OF PROTECTION UNDER TITLE VI

In order to comply with 49 CFR 21.9(d), recipients and sub-recipients shall provide information to beneficiaries regarding their Title VI obligations and appraising beneficiaries of the protections against discrimination afforded to them by Title VI.

WETA has established a statement of rights, per Title VI, for those who are benefiting from services and/or contracts funded with federal assistance. WETA has made that statement of rights available to the public. WETA has also made available to the public:

- A policy statement addressing its commitment to avoid discrimination on the basis of race, color, or national origin
- A description of procedures for how to request more information on the obligations of WETA to fulfill Title VI obligations
- A public notice that informs beneficiaries of their right to file Title VI complaints, and the process for doing so, should they feel that discrimination has occurred
- A statement in traditional Chinese and Spanish that information in these languages are available by calling our administrative office.

These notices are posted on all vessels and ferry terminals, as well as posted on the San Francisco Bay Ferry website. Additionally, WETA's Title VI notice, policy statement and complaint form are provided in Traditional Chinese and Spanish languages on San Francisco Bay Ferry's website. Documentation of the statement of rights, WETA's policy statements, and public notification of rights are included in Appendix D.

TITLE VI COMPLAINT PROCEDURES

In order to comply with 49 CFR 21.9(b), recipients and sub-recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public upon request.

WETA has developed procedures for filing, tracking, and investigating Title VI complaints. The procedures are included as Appendix B and D of this document and are provided in English, Spanish and Chinese languages.

RECORD OF TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS

In order to comply with 49 CFR 21.9(b), recipients and sub-recipients shall prepare and maintain a list of any active investigations conducted by entities other than FTA, lawsuits, or complaints naming the recipient and/or sub-recipient that allege discrimination on the basis of race, color, or national origin.

WETA has not had any complaints filed with Title VI implications during the time period covered by this report.

PROMOTING INCLUSIVE PUBLIC INVOLVEMENT

In order to comply with 49 CFR 21.5(b)(7) and to engage in community outreach consistent with the DOT Order on Environmental Justice, recipients and sub-recipients shall seek out and consider the viewpoints of minority and low-income populations in the course of conducting public outreach and involvement activities. Per Title VI requirements, an agency's public participation strategy shall offer early and continuous opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions.

WETA recognizes that the FTA has given recipients latitude to determine how, when, and how often specific public involvement measures should take place and what measures are most appropriate. WETA strives to fully engage the public in its planning, policy and decision making processes, as well as in its marketing and outreach activities.

Current Outreach and Public Involvement Activities

WETA conducts outreach and involvement opportunities for the public as new planning efforts are initiated, as new fares are considered, as service changes are considered, and when new services are implemented.

Most of WETA's outreach has been through public hearings and meetings. The following section summarizes meetings and hearings conducted during the last part of 2012, 2013, 2014 and 2015, up to the submittal of this Title VI Program.

Special Public Activities, Events, and Outreach Efforts

1. Established Clipper Fares for Alameda/Oakland and Harbor Bay ferry services and eliminated SFMTA transfer - September 2012

On August 5, 2012 WETA began a 30-day noticing and outreach period preceding a Public Hearing on September 6 to solicit public comments on the proposal. Outreach efforts included noticing the proposal at Alameda/Oakland and Alameda Harbor Bay terminals, on WETA vessels, through WETA's website and social media outlets, with the purchase of multi-ride ticket books, and as an advertisement in the Bay Crossings monthly publication. Additionally, on August 29 WETA staff members were stationed at Gate E of the San Francisco Ferry Terminal throughout the afternoon and evening commute period to inform Alameda/Oakland and Alameda Harbor Bay passengers about the proposal and provide additional information as requested.

WETA received 2 public comments concerning this proposal. A public hearing was held on September 6, 2012. A notice of implementation was provided to the public in the same manner as above on September 13, 2012.

2. Implemented South San Francisco Enhanced Demonstration Project - March 2013.

The goal of the South San Francisco Service Enhancement Demonstration Project was to provide a more robust commuter schedule and seek other cost effective strategies to increase ridership. The demonstration project was implemented over the course of one year and included two components:

- 1) Add one additional weekday afternoon commute period departure from South San Francisco to Alameda and Oakland; and
- 2) Add one Wednesday and Friday midday roundtrip between South San Francisco and San Francisco.

To notify the public about this project, staff conducted the following outreach effort:

- 3,300 promotional post cards were mailed to 1,100 South San Francisco (SSF) businesses and 60,000 post cards were sent to households in SSF and surrounding communities
- 5,100 “commuter packets” were emailed to 1,700 targeted SSF work site addresses
- 30,000 free standing inserts to potential midday customers were distributed via San Francisco Chronicle
- Thirty-second drive time radio spots on KCBS highlighted enhanced SSF service
- In conjunction with the San Mateo County Transit Advocates, the Peninsula Congestion Alliance, and the SSF Chamber of Commerce, WETA hosted a midday commuter open house and an evening event targeting SSF business managers and owners

3. Outreach related to the construction of the North Bay Operations and Maintenance Facility –Spring & Summer 2014

Staff conducted several outreach events related to the groundbreaking of the North Bay Operations and Maintenance Facility in Vallejo during the beginning of calendar year 2014, including:

- On February 25: Presentation to the Vallejo City Council providing an update on WETA’s services and the Vallejo Ferry Maintenance Facility project.
- On April 3: Presentation to the Rotary Club of Vallejo on the North Bay Operations and Maintenance Facility.
- On May 15: WETA hosted the North Bay Operations and Maintenance Facility Project groundbreaking at the project site on Mare Island. This well-attended event featured special guest speakers Congressman Mike Thompson, Solano Supervisor Jim Spering as well as Vallejo Mayor Osby Davis and was open to the community.
- On May 21: Presentation at the Good Morning Vallejo event on the North Bay Operations and Maintenance Facility project. The event was sponsored by the Vallejo Chamber of Commerce Economic Development Committee and was focused on “The Spirit of Mare Island.”
- On July 2: Presentation to the Solano Sunset Rotary Club on the North Bay Operations and Maintenance Facility project.

4. Alameda Terminal Access Study – Spring & Summer 2014

Both ferry terminals in Alameda have experienced a surge in ridership beginning with the first BART strike in July 2013. As a result, parking at both terminals typically spills onto adjacent streets and informal parking lots. WETA has partnered with the City of Alameda staff to prepare plans to address the immediate issue and identify long term solutions. On March 15 and 20, WETA hosted public workshops near each Alameda terminal to solicit ideas from riders and residents alike about how access for each terminal could be improved. WETA has reviewed the results of these workshops with the City of Alameda and received the City’s input concerning potential access improvements that would be

implemented within its jurisdiction. On June 24 and 25, staff hosted a second set of public workshops near each ferry terminal to review its preliminary assessment of potential improvement options based on cost/funding, benefit, feasibility, and community support. A draft study including an action plan will be released in May 2015 for public comment.

5. Adopted 5 year fare program 2015-2020 and associated actions – May through August 2014

- Established incremental annual fare increases for next 5 years
- Discontinued all paper tickets excluding single ride tickets and the Vallejo Monthly Pass
- Established Clipper fares for the Vallejo services
- Established consistent age categories
- Established youth fares at 50% of the adult cash fare
- Established consistent discount pricing across all services
- SFMTA also eliminated the MUNI sticker (transfer for Vallejo Monthly Pass holders).

Consistent with WETA's Title VI Limited English Proficiency Plan and process to solicit public comments, on May 14, 2014 WETA provided a notice to the public summarizing the fare increase proposal, starting the public comment period, and noticing the 4 informational meetings scheduled for May and June. The notice was provided in English, Spanish and Chinese languages and posted on the agency's website, onboard vessels, at terminals, and sent via email to riders. The proposed Program was translated into Traditional Chinese and Spanish and posted on San Francisco Bay Ferry's website. Staff hosted a series of public informational meetings in May and June throughout the San Francisco Bay Ferry service area including locations in Oakland, Vallejo, Alameda and San Francisco to encourage riders to review the proposed Program and provide comments in-person. Date, time and location of meetings are listed below:

Wednesday, May 28, 2014 from 5:00 p.m. to 7:00 p.m.
Port of Oakland – Exhibit Room
530 Water St, Oakland

Thursday, May 29, 2014 from 5:30 p.m. to 7:30 p.m.
Vallejo City Hall - City Council Chambers
555 Santa Clara St., Vallejo

Tuesday, June 3, 2014 from 5:00 p.m. to 8:00 p.m.
Alameda Main Library – Community Room
1550 Oak Street, Alameda

Wednesday, June 4, 2014 from 11:30 a.m. to 1:30 p.m.
Port of San Francisco – Bayside Conference Room
Pier 1, San Francisco

A total of 46 public comments on the initial proposal were submitted by 25 individuals.

A notice regarding the August 20, 2014 public hearing and the availability of the Final Fare Program was posted on July 21, 2014 in the same manner as above and included a

statement in Chinese and Spanish that information regarding this proposal is available in Chinese and Spanish on San Francisco Bay Ferry's website. The public notice and the Final Fare Program were translated into Spanish and Chinese, posted on the agency's website and included a statement that in-person translation services are available if requested 5 business days prior to the scheduled public hearing. No in person translators were requested.

On August 20, 2014 a public hearing was held to receive comments on the proposed final Fare Program. A total of 13 public comments on the proposed final Fare Program were submitted in writing or provided at the public hearing by 6 individuals.

6. Special Event Ball Park Service – Proposed Fare Increase, Spring 2015

Staff is currently in the process of soliciting public comment on a proposal to increase special event ballpark service. Three alternative fare structures are being considered to increase special event service fares to cover 100% of operating costs, in accordance with WETA's Fare Policy.

Consistent with WETA's Title VI Limited English Proficiency Plan and process to solicit public comments, on March 13, 2015 WETA provided a notice to the public summarizing the special event fare increase proposal, starting the public comment period, and noticing the informational meeting and public hearing. The notice posted on the agency's website, onboard vessels, at terminals, sent via email to riders and included a statement in Chinese and Spanish that the notice is available on San Francisco Bay Ferry's website in Spanish and Chinese. The translated notices included a statement in Chinese and Spanish notifying LEP speakers that free in person translators are available if requested 5 days prior to the meeting and public hearing. Staff hosted an informational meeting on March 26, 2015 at Pier 1 at the Port of San Francisco. No member of the public attended the meeting. A Public Hearing is scheduled for May 7, 2015, prior to the Board considering action on this proposal.

Ongoing Community Participation/Partnerships

In addition to the special hearings and events, WETA staff regularly works with a variety of regional and community organizations, and participates on special community advisory committees. Regularly attended regional planning, community, business outreach and emergency response meetings include the following:

- San Francisco County Transportation Authority
- Alameda County Transportation Authority Technical Advisory Working Group
- Metropolitan Transportation Commission Transit Sustainability Project Steering Committee
- Regional Transportation Plan/Sustainable Community Strategy Meetings
- Metropolitan Transportation Commission TransResponse Plan Steering Committee
- City and County of San Francisco Lifelines Council
- Regional Transportation Agency Emergency Coordinator Workshops
- Harbor Safety Committee Ferry Operations Work Group
- Port of San Francisco Maritime Commerce Advisory Committee

- Regional Incident Mobility Plan Committee
- Port of San Francisco Waterborne All-Hazard Response Plan Steering Committee
- Port of San Francisco Northeastern Waterfront Advisory Group (NEWAG)
- Regional Business Outreach Committee Monthly Meetings
- Regional Title VI Working group quarterly meetings
- Bay Conservation & Development Commission (BCDC) and Port of San Francisco Waterfront Planning Working Group
- Golden Guardian Emergency Response Exercises
- Metropolitan Transportation Commission’s annual Table Top Exercise for emergency response
- Fleet Week Emergency Response Exercise Planning meetings
- San Mateo County Transportation Authority Community Advisory Committee
- TRANSPLAN Eastern Contra Costa County Communities
- West Contra Costa County Transportation Advisory Committee
- SPUR, International Transportation Engineers (ITE), APTA technical tours

Future Outreach and Public Involvement

WETA's objective is to ensure the various communities served by the ferry operation have sufficient opportunities to provide input in the development and design of future ferry services and stations, changes to existing services, and marketing efforts. Key elements of WETA's ongoing efforts to actively solicit the participation of all community members including minority, low-income and LEP populations include the following:

- WETA regularly conducts outreach efforts related to existing ferry service and proposed plans for ferry service expansion. Meetings are held in locations accessible to transit and at times that are convenient for low-income and minority communities.
- WETA provides notices to riders in English regarding major service changes or decreases in benefits. Additionally consistent with the LEP plan, WETA also provides the following notifications in both Spanish and Chinese:
 - A notice on schedules, brochures and the San Francisco Bay Ferry Website that free telephone translation services are available by calling 415-705-8291
 - Translated notices of proposed decreases in benefits or services, informational meetings regarding proposed decreases in benefits or services, and public hearings regarding proposed decreases in benefits or services.
 - A statement notifying Spanish and Chinese speakers that free in-person translators are available if requested 5 business days prior to the scheduled meeting or public hearing regarding proposed decreases in benefits or services.

PROVIDING MEANINGFUL ACCESS TO LIMITED ENGLISH PROFICIENT (LEP) INDIVIDUALS

Title VI and its implementing regulations require that FTA recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP).

Appendix C includes WETA’s 2015 LEP Plan, which provides a detailed analysis of LEP persons within the WETA service area and the agency’s plan to reach these individuals. For this Title VI analysis, English proficiency and languages spoken by census tract within the WETA service area were also evaluated and the results are summarized below.

As defined by Chapter I of the FTA Circular 4702.1B, LEP persons are defined as those that reported to the U.S. Census that they speak English less than “very well,” “not well” or “not at all.” Within the WETA service area, 16.4% of the population speaks English “less than very well,” “not well” or “not at all” (Figure 3-1). The American Community Survey (ACS) categorizes those individuals into one of four language categories: Spanish, Other Indo-European, Asian and Pacific Islander, and Other. Each of these categories include multiple languages, in fact the Asian and Pacific Islander category includes over 28 distinct languages and the Other Indo-European category includes 20 different languages. Identifying which language within these four umbrella categories requires further analysis. However, this data is not available from the American Community Survey at the census tract level.

Figure 3 -1 LEP Persons within WETA Service Area

Data Category	Number	Percentage
Total Population over 5 years	281,832	100.00%
Total Population Speaking English “Very well”	180,005	63.87%
Population over 5 years Speaking English “well,” “not well,” or “not at all”	46,141	16.37%
Asian and Pacific Island Languages	21,265	7.55%
Spanish Language	21,032	7.46%
Other Indo-European Languages	3,360	1.19%
Other Languages	484	0.17%

Source: American Community Survey, 5 year Estimate – 2013. Table # B16004, Age by Language Spoken at Home by Ability to Speak English for the population 5 years and older.

Because the ACS dataset does not specifically delineate the population for each language, WETA also utilized WETA passenger survey to determine if translated vital documents are needed. Spanish and Chinese are the most common languages other than English spoken by WETA passengers and meet the threshold of the Safe Harbor Provision for written translation of vital written documents (written translations of vital documents for languages spoken by 5% or 1,000 persons, whichever is less).

Consistent with FTA Circular 4702.1B, WETA will translate vital written documents into languages that meet the Safe Harbor Provision within WETA’s current service area. WETA’s Four Factor Analysis, language implementation plan and language assistance measures are described in greater detail in the revised LEP Plan attached as Appendix C.

MINORITY REPRESENTATION ON PLANNING AND ADVISORY BODIES

Recipients may not, on the grounds of race, color, or national origin, deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program. Recipients that have transit-related, non-elected planning boards, advisory councils or committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those bodies and a description of efforts made to encourage the participation of minorities on such bodies.

WETA does not currently have planning or advisory boards or committees. The WETA Board of Directors serves as the policy board for San Francisco Bay Ferry. Three of the five members of WETA's Board of Director's are appointed by the Governor, one Director is appointed by the Senate Rules Committee, and one Director is appointed by the Assembly Committee on Rules.

DETERMINATION OF SITE OR LOCATION OF FACILITIES

Per 49 CFR 21.9(b)(3), recipients may not select the site or location of facilities with the purpose or effect of excluding persons from, denying the benefits of, or subjecting them to discrimination on the basis of race, color, or national origin. Per 49 CFR 21, the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin. In order to integrate considerations expressed in the DOT Order on Environmental Justice, recipients and subrecipients should integrate an environmental justice analysis into their National Environmental Policy Act (NEPA) documentation of construction projects.

As part of the transfer of the Vallejo Ferry Service from the City of Vallejo (City) to WETA, the City also transferred responsibility for constructing the New Vallejo Ferry Maintenance Facility which the City had been working on for several years. WETA is currently constructing this facility and expects landside infrastructure to be complete in winter 2015. The City requested and received a Categorical Exclusion from FTA in grant number CA-90-Y083-00, which is provided in Appendix E.

WETA is in final design of the Central Bay Operations and Maintenance Facility in Alameda. As a part of WETA's request to FTA for a Categorical Exclusion under 23 CFR part 771.117(d)(8) the following description regarding Environmental Justice was included:

“The proposed project would be located within the former Alameda NAS and the project site is zoned for industrial or marine-related activities. There is no housing located within the proximity of the project site. As such, the project would not adversely affect minority or low-income populations.”

WETA's request for a categorical exclusion for the project was approved by FTA on May 30, 2013. This approval is provided in Appendix E.

4 PROGRAM SPECIFIC REQUIREMENTS

WETA is a transit provider that operates fewer than 50 fixed route vehicles in peak service and is located in a UZA of 200,000 or more in population. As such, WETA has prepared this Title VI Program consistent with the regulations in FTA Circular 4702.1B, dated October 1, 2012, for transit providers with fewer than 50 fixed route vehicles in peak service.

REQUIREMENT TO SET SYSTEMWIDE SERVICE STANDARDS AND POLICIES

Chapter IV of the FTA Circular 4702.1B states that in order to comply with 49 CFR Section 21.5(b)(2) and (7), Appendix C to 49 CFR part 21, recipients shall adopt quantitative system-wide service standards necessary to guard against discriminatory service design or operations decisions. Included below are WETA's quantitative performance standards and major service change policy included in the agency's 2012-2021 Short Range Transit Plan (SRTP), which was adopted by the WETA Board on January 10, 2013.

Introduction

WETA has one core goal for its ongoing transbay ferry transportation system and has established three main objectives to support this goal, each of which has several corresponding performance measures. The objectives are as follows:

- Reliability
- Safety
- Efficiency/Effectiveness

Factors that impact service quality such as customer service and comfort (e.g., cleanliness of vessels and responding to customer complaints) are covered in the service contract and therefore not included here. Figure 4-1 illustrates how WETA's Mission Statement flows into a set of services, service components, objectives, and, ultimately, performance standards.

Special Considerations for Performance Standards

Peak and Off-Peak Measures: Currently, the four services that WETA operates are primarily commuter services focused on peak period trips. Two of the services (Alameda Harbor Bay and South San Francisco) only operate during the morning and afternoon peak commute periods, and that the two all-day services (Vallejo and Alameda/Oakland) offer the greatest frequency and experience the highest loads during peak hours in the peak commute direction. Taking this into consideration in the development of service standards is important, because the services perform very differently during peak hours and in the peak direction than during the off-peak hours and directions.

Remedial Actions: In the case of a service dropping below the minimum standards outlined below for a sustained period of time (e.g., 3-6 months), WETA will consider marketing the services as well as service alterations such as cutting service or redesigning schedules. WETA will strive to design any remedial actions to minimize effects on WETA passengers. In addition, WETA must always consider its role as an emergency response agency in any service redesign as described below.

Emergency Service: While WETA's primary daily task is ensuring smooth operations on four regional ferry services, one of the agency's core roles is as an emergency responder. WETA has an Emergency Water Transportation System Management Plan, prepared in cooperation with state and regional emergency officials as well as the U.S. Coast Guard that lays out how WETA will prepare for, respond to, and recover from disasters impacting public health, welfare and transportation across the Bay Area. Over the last couple years WETA has frequently provided critical emergency/transportation incident response services to help support Bay Area commuters during scheduled and unscheduled Bay Bridge closures, unscheduled BART service suspension, and two multi-day BART labor strikes in 2013. Ensuring that a basic level of ferry service is available on certain routes will be critical to ensuring the availability of these resources in the event of an emergency. Therefore, this emergency role is a key consideration in evaluating service.

Core Goal

To plan, implement and operate **productive, effective and cost-efficient** regional ferry transit services **consistent with demand and available resources**.

Objective – Reliability

Provide reliable, safe and effective transit service that attracts and retains riders. This is beneficial for evaluating WETA services as it is assumed to have a direct relationship with customer satisfaction.

Measure 1 - Trip Reliability

Measure: Completed trips/scheduled trips

Standard: Operate 99% of scheduled ferry trips

Measure 2 - On-Time Arrivals

Measure: Percent of all fixed route trips that have an on-time arrival

Standard: 95% of trips will arrive no more than ten (10) minutes after the scheduled arrival time.

Objective – Safety

Measure 3 - Accidents and Injuries

Measure: Number of accidents per 1,000 trips and number of injuries per million riders

Standard: No accidents

No injuries

Objective – Effectiveness & Efficiency

Enhance productivity of transit services, equipment and operating labor to maximize use of available resources. Operate in a fiscally responsible manner that considers the limited availability of operating subsidies and fares.

Measure 4 - Annual Ridership

Measure: Total annual ridership

Standard: *Minimum:* Total number of annual passenger boardings tracks with service area travel market volume

Target: Annual ridership increases

Measure 6 - Average Weekday Ridership

Measure: Total number of weekday riders/total weekday service days

Standard: *Minimum:* No decrease in average weekday ridership compared to the prior fiscal year average

Target: Increased average weekday ridership consistent with growth in transit use in the region

Measure 7 - Passengers per Hour

Measures: Total passenger boardings/total revenue service hours

Peak hour & direction passenger boardings/revenue service hours

Standard: System Total: *Minimum: 80, Target: 100*

Peak Hour & Direction: *Minimum: 100, Target: 125*

Measure 8 - Labor Efficiency

Measure: Total revenue service hours/total paid crew service hours

Standard: Revenue hours are no less than 80% of total crew hours

Measure 9 - Operating Cost

Measure: The ratio of total operating cost to total vessel hours

Standard: Limit annual cost rate increases to no more than the annual Bay Area Consumer Price Index (CPI), with the exception of fuel

Measure 10 - Farebox Recovery

Measure: Total fare revenue/ total operating cost

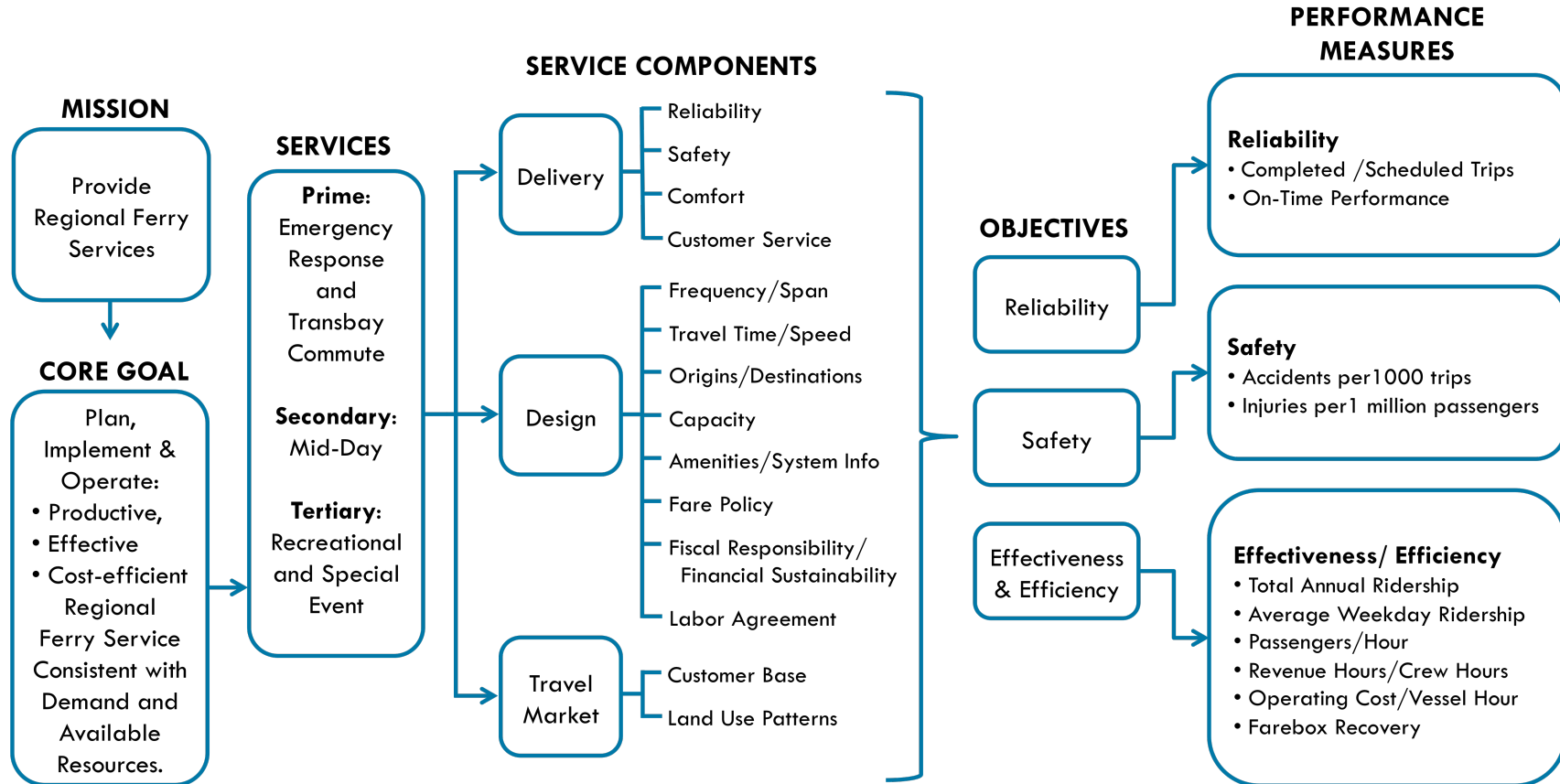
Standard: 40% for commute-only services

30% for all-day services

New services have 3 years to achieve these targets

Special event services will recover the full incremental cost of this service through fares and/or other special revenues

Figure 4-1 Goals, Objectives, Performance Standards Flowchart



MAJOR SERVICE CHANGE POLICY

Federal Transit Administration regulations require that transit operators develop and use a process for soliciting and considering public comments before increasing fares or making significant changes in service. WETA defines a major service change as one that affects 25% or more of the trips within a route that WETA is operating at the time it is considering making the service modifications.

As adopted by the WETA Board of Directors under Resolution 2010-38, WETA will undertake the following actions as part of the process for receiving public comments, ideas and feedback on proposed fare changes and/or major service changes:

- WETA will begin the public notification process for proposed changes 30 days or more before holding a public hearing to consider public comments.
- The public notification process will provide information about the proposed fare increase or service modification in sufficient detail that a member of the general public can readily understand the specifics of the change. This information may be contained in materials that are referenced in the Public Notice as space and the need for clarity and simplicity in communication of information reasonably dictates.
- At a minimum, the Public Notice will clearly explain the manner(s) in which the public can obtain details of the proposed changes, how they can comment on them and the date time and location of the public hearing.
- The Public Notice will be published and posted on the applicable ferry vessels that are used for the affected services, on WETA's website and using other forms of mass media that will provide economical and effective announcements to the public.
- Any comments made before the public hearing will be transmitted to the Board at the official public hearing and will, in all intents and purposes, be considered a part of the official record.

The above policy reflects the agency's commitment to a process that is open, transparent and considerate of public input. It requires that WETA establish procedures that the public can use to provide input other than attending and testifying at a formal public hearing; recognizing the value of personal time as well as the variety of options for receiving input through online or social media accounts. The policy is flexible to allow use of informal public meetings, written comments via email or letter and other ways the public can voice its comments to the Board concerning any proposed fare increase or major service change.

DISTRIBUTION OF TRANSIT AMENITIES AND VEHICLE ASSIGNMENT POLICIES

The requirement to set system-wide service standards and policies relates to the general prohibition on discrimination on the basis of race, color, or national origin as well as the requirement that no person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of service of transportation service on the basis of race, color, or national origin.

Distribution of Transit Amenities Policy

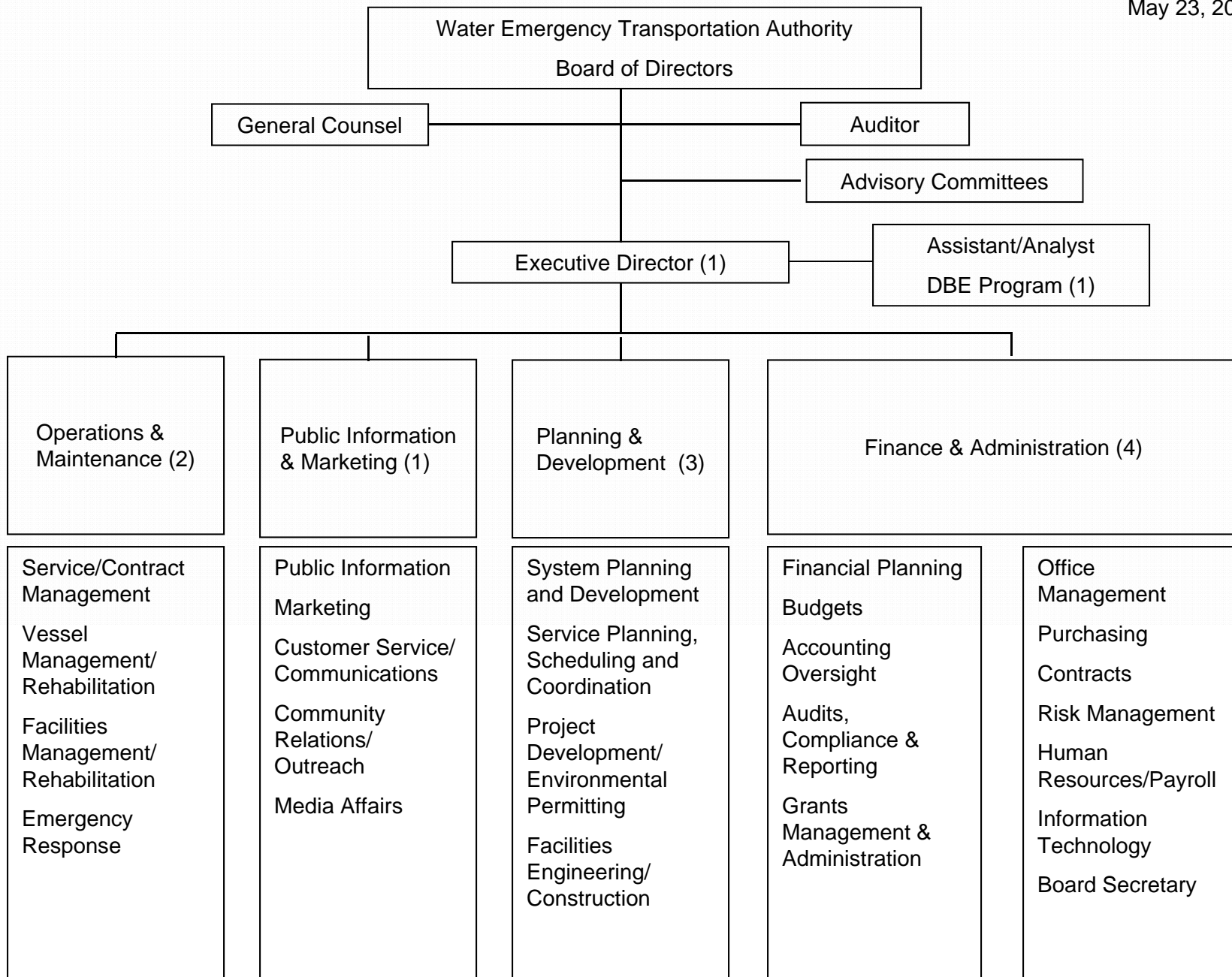
When resources allow for improvements at multiple terminal locations, WETA will prioritize resources based on the condition of current amenities and passenger ridership at the proposed terminal locations.

Vehicle Assignment Policy

All trips will be assigned vessels with bicycle racks, restrooms, and snack bar service. Vessels will be assigned to routes based on infrastructure and environmental limitations, and vessels of similar age will be assigned to routes in situations where there are no external limiting factors. Limitations include but are not limited to the inability of some vessels to dock at certain terminal facilities, and the need for higher speed vessels to operate on certain routes due to geographic distance. In the event WETA acquires new or refurbishes existing vessels, the vessels will be distributed equitably throughout the system in situations where there are no external limiting factors.

APPENDIX A

WETA Organizational Chart



APPENDIX B

Procedures for Filing, Tracking, and Investigating Title VI Complaints

THE SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY TITLE VI COMPLAINT PROCEDURES

Title VI Policy Statement

The Water Emergency Transportation Authority (WETA) grants all citizens equal access to its transportation services. WETA is committed to a policy of nondiscrimination in the conduct of its business, including its responsibilities under Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) which provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under its program of ferry service.

Title VI Complaint Procedures

If you believe that you have received discriminatory treatment based on race, color or national origin, you have the right to file a Title VI complaint with WETA. Federal and State laws require complaints to be filed within sixty (60) calendar days of the last alleged incident. You may download a complaint form by clicking here or by visiting www.sanfranciscobayferry.com. You may also call WETA at the number listed below and request that a Title VI Complaint Form be mailed to you or you can submit a written statement that contains all of the information listed below. If you are unable to write a complaint or need assistance submitting a complaint, please call (415) 291-3377 for assistance. Complaints may be mailed, faxed, personally delivered or emailed to:

Title VI Complaints c/o
WETA
Pier 9, Suite 111, The Embarcadero
San Francisco, CA 94111
Phone: (415) 291-3377
Fax: (415) 291-3388
Email: contactus@watertransit.org

All complaints must include the following information:

1. Complainant's name, address and contact number.
2. The basis of the complaint (e.g. race, color or national origin).
3. The date(s) on which the alleged discriminatory event occurred.
4. The nature of the incident that led the complainant to believe discrimination was a factor.
5. Names, addresses and contact numbers of persons who may have knowledge of the event.
6. Other agencies or courts where complaint may have been filed and a contact name.

Complaints may also be filed with the Federal Transit Administration's Office of Civil Rights:

FTA Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor–TCR
1200 New Jersey Ave. SE
Washington, DC 20590
Telephone: 816-329-3770
www.fta.dot.gov

Investigation Procedures

WETA will review and investigate all Title VI complaints. Reasonable measures will be undertaken to preserve any information that is confidential. The investigation may include a review of all relevant documents, practices and procedures as well as discussion(s) of the complaint with all affected parties to determine the nature of the problem. The investigation will be conducted and generally completed within sixty (60) days of receipt of a formal complaint. Based upon the information received, an investigation report will be prepared. The complainant will receive a letter stating the final decision by the end of the investigation. In order to be accepted, a complaint must meet the following criteria:

- The complaint must be filed within 60 calendar days of the alleged occurrence or when the alleged discrimination became known to the complainant.
- The allegation(s) must involve a program or activity that receives Federal financial assistance.

A complaint may be recommended for dismissal for the following reasons:

- The complainant requests withdrawal of the complaint.
- The complainant fails to respond to repeated requests for additional information needed to process the complaint.
- The complainant cannot be located after reasonable attempts.

If no violation is found and the complainant wishes to appeal the decision, he or she may appeal directly to the United States Department of Transportation, FTA Office of Civil Rights. WETA shall maintain a log of Title VI complaints received which shall include the date the complaint was filed, a summary of the allegations, the status of the complaint and actions taken by WETA in response to the complaint.

APPENDIX C

Limited English Proficiency (LEP) Plan

**San Francisco Bay Area
Water Emergency Transportation Authority**

Limited English Proficiency Plan

Developed to comply with 49 CFR 21.5 (b) and the U.S. DOT LEP Guidelines

I. INTRODUCTION

Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency,” reprinted at 65 FR 50121 (August 16, 2000), requires each federal agency, and the recipients of federal funds, to examine the services it provides, develop and implement a system and take reasonable steps to ensure that persons with Limited English Proficiency (LEP) can meaningfully access the agency’s services. Individuals who have a limited ability to read, write, speak, or understand English are limited English proficient, or LEP.

In accordance with Executive Order 13166, the U.S. Department of Transportation (DOT) published revised LEP guidelines concerning service and policies by recipients of Federal financial assistance in the Federal Register (70 FR 74087) on December 14, 2005. The purpose of the LEP policy guidelines is to clarify the responsibilities of recipients and assist them in fulfilling their responsibilities to LEP persons pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. WETA is committed to complying with the requirements of Title VI, Executive Order 13166, and DOT LEP Implementing Guidance. The intent of this plan is to ensure that LEP persons have meaningful access to information about WETA’s ferry system and routes.

Consistent with the guidance in U.S. DOT *Policy Guidance Concerning Recipients Responsibilities to Limited English Proficient (LEP) Persons a Handbook for Public Transportation Providers*, WETA conducted an LEP needs assessment based on the four-factor analysis framework:

1. The Number or Proportion of LEP Persons Served or Encountered in the Eligible Service Population
2. The Frequency with Which LEP Individuals Come in Contact With the Program, Activity, or Service
3. The Nature and Importance of the Program, Activity, or Service Provided by the Program
4. The Resources Available to the Recipient and Costs

This plan includes an assessment of the limited English proficiency needs of the populations within WETA’s service area and an explanation of the steps the agency is currently taking to address these needs to ensure meaningful access to WETA’s services by persons with limited English proficiency.

II. AGENCY BACKGROUND:

In October 1999, the California State legislature formed the Water Transit Authority (WTA), a regional agency mandated to create a long-term plan for new and expanded water-transit and related services on the San Francisco Bay. The enabling legislation (Senate Bill 428) directed the WTA to prepare an Implementation and Operations Plan (IOP) in order to evaluate ridership demand, cost-effectiveness, and the environmental impact of expanded water transit services. In July of 2003, the legislature approved this plan and authorized the WTA to operate a comprehensive public water transit system.

Effective January 1, 2008, a new state law (SB 976) dissolved the WTA and replaced it with the San Francisco Bay Area Water Emergency Transportation Authority (WETA). This new regional agency is responsible for consolidating and operating public ferry services in the Bay Area (except those operated by the Golden Gate Bridge, Highway and Transportation District), planning new service routes, and coordinating ferry transportation response to emergencies or disasters affecting the Bay Area transportation system. Under SB 976 as amended by 1093, WETA is to assume control over publicly operated ferries in the Bay Area, except those owned and operated by the Golden Gate Bridge, Highway and Transportation District.

The transfer of the Alameda/Oakland and Alameda/Harbor Bay services from the City of Alameda to WETA was completed on April 29, 2011 and represents the beginning of WETA's operation of transit service. On June 4, 2012 WETA commenced its first expansion ferry route from Oakland and Alameda to South San Francisco and on July 1, 2012, the transfer of the Vallejo Baylink Service to WETA was completed.

WETA is now the public agency responsible for operating the "San Francisco Bay Ferry" system that serves Oakland (Jack London Square), Alameda (Harbor Bay and Main Street/Gateway), San Francisco (Downtown Ferry Building and Pier 41), South San Francisco (Oyster Point Marina), and Vallejo. WETA also manages seasonal service to Angel Island and AT&T Park.

III. LIMITED ENGLISH PROFICIENCY NEEDS OF WETA'S SERVICE AREA

The four-factor analysis developed by FTA requires that information be included in LEP Plans regarding the number and percentage of LEP persons in WETA's service area, and the nature, frequency and importance of contact with LEP persons in providing transit services. Each of these elements is addressed in the following sections.

1. The Number or Proportion of LEP Persons Served or Encountered in the Eligible Service Population

WETA's current ferry system consists of four ferry routes: Alameda/Oakland, Harbor Bay, South San Francisco, and Vallejo services. Each is further described below:

1. Alameda/Oakland Ferry provides all day service from the cities of Alameda and Oakland to Downtown San Francisco and Fisherman’s Wharf, with seasonal service to AT&T Ballpark. Annual ridership for FY13/14 was 821,633.
2. Harbor Bay Ferry Service provides commute-only service from the Harbor Bay community in Alameda to Downtown San Francisco. In FY13/14 the Harbor Bay ferry carried 246,695 passengers.
3. South San Francisco Ferry provides commute only service from Oakland and Alameda to the biotech employment center at Oyster Point in South San Francisco. There is also limited midday service between South San Francisco and San Francisco. This service started on June 4, 2012. In FY 13/14 the South San Francisco service carried 84,098 riders.
4. Vallejo Ferry provides all day service from Vallejo to Downtown San Francisco and Fisherman’s Wharf with seasonal service to AT&T Ballpark. Annual ridership for FY13/14 was 826,715.

Given the nature of ferry transit service and the difficulty of defining a service area based on ferry routes that do not traverse through census tracts, it was determined that the preferred way to define the service area for WETA was to utilize passenger survey responses to identify home/origin census tracts. WETA redefines its service area based on the results of the onboard survey conducted every 3-4 years. Accordingly, every three years WETA’s service area and service population may change.

Demographic data from the American Community Survey (ACS), using 2013 - 5 year estimates, for all of the census tracts within WETA’s service area was compiled. Respondents from the American Community Survey were asked to categorize their ability to speak English as either a) “very well,” b) “well,” c) “not well,” d) “not at all.” Consistent with FTA Circular 4702.1B, Limited English Proficiency (LEP) is defined as “...persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than “very well,” “not well,” or “not at all.””

The American Community Survey breaks out all languages potentially spoken into the following four categories:

1. Spanish
2. Other Indo-European Languages
3. Asian and Pacific Island Languages
4. Other Languages

Table 1, below, shows the languages spoken at home for all persons within WETA’s current service area that are five years old and older, with number and percentage of the population.

Table 1: Individuals Five Years and Older Speaking English “Well,” “Not Well” or “Not at All” for WETA’s Current Service Area

Data Category	Number	Percentage
Total Population over 5 years	281,832	100.00%
Total Population Speaking English “very well”	180,005	63.87%
Population over 5 years Speaking English “well,” “not well,” or “not at all”	46,141	16.37%
Asian and Pacific Islander	21,265	7.55%
Spanish	21,032	7.46%
Other Indo-European	3,360	1.19%
Other	484	0.17%

Source: American Community Survey, 5 year Estimate – 2013. Table # B16004, Age by Language Spoken at Home by Ability to Speak English for the population 5 years and older.

The language category with the highest number of LEP individuals is Asian and Pacific Islander languages, with 21,265 individuals representing 7.55% of the population of WETA’s current service area. The Asian and Pacific Islander community includes over 45 ethnic groups of varied cultural, social, and economic backgrounds and speak more than 28 languages other than English.¹ Due to the fact that the Asian and Pacific Islander language category includes over 28 different languages, further research is needed to determine what the most common languages of the Asian and Pacific Islander category are spoken by LEP individuals in WETA’s current service area. The second highest language category with 21,032 individuals or 7.46% of WETA’s current service area is Spanish. Persons who primarily speak Other Indo-European languages and speak English less than very well include of 3,360 individuals or 1.19% of WETA’s current service population. Similar to the Asian Pacific Island language category, the Other Indo-European language category includes over 20 European and Indic languages.² Further analysis is therefore required to determine what the most common languages of the Other Indo-European language category are spoken by LEP individuals in WETA’s current service area. Speakers of Other languages include 484 individuals or 0.17% of the population of WETA’s current service area.

2. The Frequency with Which LEP Individuals Come in Contact With the Program, Activity, or Service

As mentioned previously, ferry service does not traverse through census tracts and neighborhoods. As such, depending solely on census demographic data to determine

¹ Asian Pacific American Legal Center, “Demographic Profile of Asian and Pacific Islanders in Southern California: Census 2000,” http://www.apalc.org/pdf/files/api_profile_complete.pdf.

² Ryan, Camille. American Community Survey Reports, “Language Use in the United States: 2011,” <https://www.census.gov/prod/2013pubs/acs-22.pdf>.

the language needs of current and potential San Francisco Bay Ferry riders is not sufficient to ensure WETA is providing meaningful access to LEP persons. WETA employs several procedures to monitor the frequency with which LEP individuals come into contact with WETA's services.

On Board Passenger Survey

As part of WETA's regular public outreach and service assessment efforts, WETA conducts onboard surveys to solicit input from ferry passengers every 3-4 years. In October 2014, WETA administered an onboard survey to riders asking a series of questions on travel patterns, rider demographics, rider attitudes, and rating of various services. The survey was conducted as a self-administered questionnaire distributed and collected onboard each of WETA's four ferry routes, similar to a previous onboard survey administered by WETA in 2011. For each service, the trips selected for surveying were scheduled to achieve a representative cross section of riders during all time periods, including weekday peak, weekday off peak, and weekends. In total, 2,310 surveys were completed and processed.

Question #21 of the survey asked respondents how "well" they speak English. Of the 2,310 individuals who responded, approximately 95% indicated that they speak English "very well." Of the 5% of WETA riders that speak English less than "very well," 15% speak Spanish in the home, while 10% speak Cantonese, 8% speak Mandarin, and 8% speak German. The results of the on-board survey underscore the results of the demographic data from the American Community Survey regarding the language needs of WETA's current and potential passengers. These results demonstrate that the three languages that the majority of LEP persons speak in WETA's current service area are Cantonese or Mandarin (Asian and Pacific Island languages), Spanish and German (an Other Indo-European language).

Customer Service Line/Administrative Office

WETA monitors the frequency with which LEP individuals come into contact with WETA's services. WETA's contracted operator monitors and documents the number of phone calls received by LEP individuals. Since June of 2012, no phone calls from LEP individuals have been received on WETA's customer service line answered by its contracted operator. WETA also monitors LEP contact with WETA's administrative offices. Since the last submission, WETA received 1 phone call from an LEP individual speaking Chinese on August 25, 2014 for schedule information for the recreational ferry service to Angel Island. This LEP individual was successfully assisted by WETA staff through the use of AT&T language line translation services. No other phone calls from LEP individuals were received since the last submission of this report.

3. The Nature and Importance of the Program, Activity, or Service Provided by the Program

WETA provides point-to-point ferry service to San Francisco from four terminal sites in Alameda and Solano Counties, and one ferry service from Alameda County to San Mateo County. WETA provides approximately 6,500 passenger trips per weekday and provided 1,979,141 trips in FY 13/14. These services provide a transportation alternative to private automobile, BART regional rail and AC Transit inter-county bus services in the congested Bay Bridge corridor. The services are predominantly structured and utilized to provide peak-period transportation for work trips into San Francisco and San Mateo County. However, both the Alameda/Oakland and Vallejo services offer mid-day and weekend trips to provide transportation for off-peak travel. In the event that BART or Bay Bridge travel is disrupted, these ferry services provide a back-up system of travel in this corridor.

4. The Resources Available to the Recipient and Costs

WETA's approach to providing LEP access is to identify and assess the need and then consider how best to provide beneficial and effective services to meet the needs of the LEP population in our service area within the financial and personnel resources available to the agency. The following resources are available to WETA:

- AT&T telephone translation services (170 languages)
- On-call document translation services
- Access to in-person translators
- All WETA staff and customer service representatives of its contracted operator have been trained in the use of the telephone translation services

The ACS data indicates that there may be a need for WETA to provide information in Spanish, Pacific Islander and Other Indo-European languages. While the ACS data does not break out specific languages in the Asian and Pacific Islander and Other Indo-European language categories, as discussed earlier WETA's on-board survey results indicate that the most common Asian and Pacific Islander languages that are spoken by persons who speak English less than "very well" are Cantonese and Mandarin and that the most common Other Indo-European language spoken by persons who speak English less than "very well" is German.

DOT has adopted a Safe Harbor Provision which stipulates that "...if a recipient provides written translations of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations."

The ACS data in Table 1 indicates that there are likely populations of LEP Asian and Pacific Islander and Spanish speaking individuals that live in the eligible service area. The ACS data reported Spanish speaking LEP individuals amount to approximately 7.5%

(21,032) of WETA's service population, clearly meeting the Safe Harbor Provision threshold. Asian and Pacific Islander speaking LEP individuals amount to approximately 7.5% (21,265) of WETA's service population. The ACS data is not available at the census tract level to break down the data into the 28 different languages that comprise the Asian and Pacific Islander language category in order to determine if one specific language category meets the numerical limits of the Safe Harbor Provision. However, if one looks at the ACS data together with results of WETA's 2014 onboard survey which indicates that of those ferry riders that do not speak English "very well," 18% of them speak Mandarin or Cantonese (two dialects of Chinese), it is clear that there is a presence of a Chinese speaking LEP population in WETA's current service area.

However, there is not the same level of certainty with regard to the presence of an Other Indo-European language speaking population that speaks English less than very well. The ACS data notes that there is a population of approximately 3,360 or 1.19% of WETA's service population that speaks one or more of the 20 languages included in the Other Indo-European language category fluently but speaks English less than "very well." Unfortunately, data at the census tract level is not available in order to break down the "Other Indo-European" language category further to determine if one of the 20 languages in that category meets the threshold of the Safe Harbor Provision. While the same was also true for the Asian and Pacific Island category, the number of potential Asian and Pacific Islander LEP individuals reported in the ACS data was so much greater (over 21,000) and the results from the WETA onboard survey (18% of LEP individuals spoke Chinese) were much more definitive, that the conclusion to provide translated materials in Chinese is warranted.

Translation of Vital Documents

Consistent with the definition of vital documents in FTA Circular 4702.1B, WETA considers the following as vital documents: consent and complaint forms; intake and application forms with the potential for important consequences; written notices of rights; notices of denials, losses or decreases in benefits or services; and notices advising LEP individuals of free language translation services.

WETA provides written translations of vital documents in Spanish and Chinese, including a statement on the Title VI Notice to the public in the primary language of the LEP individual that information in another language is available, written translations of the Title VI complaint form and instructions which are posted on San Francisco Bay Ferry's website, notifications regarding decreases in benefits or services, and a notice in Spanish and Chinese on WETA's website and brochures that free language translation services are available. Additionally, on any public notice regarding official public hearings or meetings/workshops related to a proposed decrease in benefits, WETA includes a statement notifying Spanish and Chinese LEP individuals that free in person language translations services are available if requested 5 business days prior to the meeting.

Additional language assistance measures and monitoring activities specific to Chinese and Spanish LEP individuals have been included in WETA's LEP plan below. WETA will continue to collect information and conduct outreach efforts related to LEP persons in our service area through the following activities and services, which are further outlined in our LEP Plan below:

- Continue to conduct regular on-board passenger surveys
- Continued provision of telephone translation services with interpreters capable of translating over 170 languages
- Access to Chinese and Spanish document translation and in-person translator services
- Including a notice translated into Chinese and Spanish on the WETA and San Francisco Bay Ferry websites as well as on routes brochures that notifies passengers that free telephone translation services can be provided by calling the customer service line
- Continued monitoring of the frequency with which LEP individuals contact WETA's contracted service provider or WETA's administrative office

In addition to Chinese and Spanish translations of WETA's vital documents, most of WETA's vital information is also available on the 511.org website which is capable of translating website content into 90 different languages. The Metropolitan Transportation Commission (MTC) manages the 511.org website which is known as the official clearinghouse of transit information for the nine county Bay Area region and provides transit information, a personalized trip planner on the web and mobile phones, and links callers with customer service centers at each Bay Area transit agency. Information on WETA's San Francisco Bay Ferry services (route maps, fares, schedules, service alerts and notices) are available on 511.org. Over the last several years, MTC has conducted such effective public outreach campaigns about 511.org that within the San Francisco Bay region this is the most widely known source of transit information and would likely be one of the places where potential passengers would go to find out more information on WETA's San Francisco Bay Ferry services.

Over the last year or so WETA has restructured and revised the San Francisco Bay Ferry website. As a part of this project, over the next year staff will be implementing a program to more closely monitor the language needs of those accessing WETA's services. The program will include installing a language translator on the San Francisco Bay Ferry website, the ability to track which languages users translate website content into and what content they are translating, as well as restructuring how public notices are displayed on WETA's website to allow tracking the number of times people access written translations of public notices. This project will enable staff to more closely tailor our language assistance measure to the needs of our current and potential riders.

Through this additional work and services, WETA will continue to monitor and assess the LEP needs in our service area to ensure that the mix of language assistance measures

available will provide the most needed assistance to the greatest number of LEP persons within WETA's available resources.

IV. LIMITED ENGLISH PROFICIENCY (LEP) PLAN

In consideration of the four-factor analysis above as well as the resources available to the agency and the cost involved, WETA proposes the following plan for implementation.

How WETA and Staff May Identify a Person Who Needs Language Assistance

WETA monitors and assesses the number of LEP individuals, and the language spoken, who contact either WETA's administrative offices or WETA's contracted ferry operator for information on ferry service. WETA monitors the frequency with which LEP individuals come into contact with WETA's services in the following ways:

- WETA and WETA's contracted operator use AT&T's language line telephone translation services, operators of which can help assist in the identification of a language spoken by a caller. AT&T language translation services have interpreters available in over 170 languages.
- WETA's contracted operator documents how many times individuals with limited English proficiency contact the customer service center and what information they are trying to access
- WETA documents how many times individuals with limited English proficiency contact WETA's administrative offices, and what information they are trying to access
- Conduct and analyze surveys of WETA's passengers on a biennial basis to assess whether any further language assistance measures are needed to provide meaningful access to WETA's services
- WETA has language identification cards available at our administrative offices to assist in the identification of a language spoken by a LEP visitor
- Review census updates as they become available to monitor whether population changes in WETA's service area have resulted in a change of the number, type or concentration of LEP individuals

Language Assistance Measures

WETA will consider the following means to respond to LEP needs:

- Provide telephone translation services through AT&T Language Line telephone services, which are capable of interpreting and translating over 170 languages. This can be used for in-person or telephone conversations with an LEP person.
- Provide written translations of WETA's vital documents in Traditional Chinese and Spanish. WETA considers the following as vital documents: consent and complaint forms; intake and application forms with the potential for important consequences;

written notices of rights; notices of denials, losses or decreases in benefits or services; and notices advising LEP individuals of free language translation services.

- On notices notifying the public of a meeting about proposed changes in benefits, provide a statement in Spanish and Chinese advising that free in-person translators are available if requested 5 business days prior to the public hearing or public meeting.
- Post a notice in Chinese and Spanish on WETA's San Francisco Bay Ferry website, and printed on route brochures informing the public that telephone language translation services are available by phone.
- Continue to update information and service alerts on 511.org to ensure most current information is available on this website which provides website content translated into 90 different languages.
- Identify other community resources such as agencies serving LEP persons which may have resources to share
- Post the WETA Title VI Policy and LEP Plan on San Francisco Bay Ferry's website at www.sanfranciscobayferry.com
- Conduct periodic assessments of the LEP plan and policies as needed

Staff Training

The following training has been provided to all WETA staff, as well as the customer service representatives of WETA's contracted ferry operator:

- Information on the WETA Title VI Procedures and LEP responsibilities
- Description of language assistance services offered to the public
- Documentation of language assistance requests
- Use of AT&T Language Line telephone translation services and document translation services
- What constitutes a Title VI/LEP violation and how to handle and process a potential Title VI/LEP complaint

Outreach Efforts

As the need arises, WETA will consider the following outreach activities:

- Identify agencies in each of WETA's service areas that may serve LEP populations
- Provide information on WETA's services to agencies that serve LEP populations

- Provide opportunities for LEP participation at public meetings, through advertising and conduct of meetings, as appropriate

Monitoring and Updating the LEP Plan

WETA will update the LEP plan as required by U.S. DOT. Additionally, WETA will monitor the presence of LEP populations through the abovementioned language identification and assistance measures and will update this plan should it become clear that concentrations of LEP individuals, beyond Spanish and Chinese LEP individuals, are present in WETA's service area.

Future updates to this plan will include the following:

- The number of documented LEP individuals encountered annually
- How the needs of LEP individuals have been addressed
- Determine the current LEP population in WETA's service area
- Determine whether the need for translation services has changed
- Determine whether WETA's financial resources are sufficient to fund language assistance resources needed
- Determine whether complaints have been received concerning WETA's failure to meet the needs of LEP individuals
- Determine whether WETA has fully complied with the goals and guidance of this LEP plan

Dissemination of the WETA LEP Plan

A link to the WETA LEP Plan and the Title VI Procedures is included on WETA's website at www.sanfranciscobayferry.com. Any person or agency with internet access will be able to access and download the plan. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail or in person, and shall be provided a copy of the plan at no cost.

Questions or comments regarding this LEP Plan may be submitted to the Water Emergency Transportation Authority, Administrative/Policy Analyst:

Water Emergency Transportation Authority
Pier 9, Suite, 111, The Embarcadero
San Francisco, CA 94111 Phone: 415-364-3188
Fax: 415-291-3388
Email: gularte@watertransit.org

APPENDIX D

Title VI Policy Statement, Information
Request Procedures, and Complaint Filing
Notice

**THE SAN FRANCISCO BAY AREA
WATER EMERGENCY TRANSPORTATION AUTHORITY**

TITLE VI COMPLAINT PROCEDURES

Title VI Policy Statement

The Water Emergency Transportation Authority (WETA) grants all citizens equal access to its transportation services. WETA is committed to a policy of nondiscrimination in the conduct of its business, including its responsibilities under Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) which provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under its program of ferry service.

Title VI Complaint Procedures

If you believe that you have received discriminatory treatment based on race, color or national origin, you have the right to file a Title VI complaint with WETA. Federal and State laws require complaints to be filed within sixty (60) calendar days of the last alleged incident. You may download a [complaint form by clicking here](#) or by visiting www.sanfranciscobayferry.com. You may also call WETA at the number listed below and request that a Title VI Complaint Form be mailed to you or you can submit a written statement that contains all of the information listed below. If you are unable to write a complaint or need assistance submitting a complaint, please call (415) 291-3377 for assistance. Complaints may be mailed, faxed, personally delivered or emailed to:

Title VI Complaints c/o
WETA
Pier 9, Suite 111, The Embarcadero
San Francisco, CA 94111
Phone: (415) 291-3377
Fax: (415) 291-3388
Email: contactus@watertransit.org

All complaints must include the following information:

1. Complainant's name, address and contact number.
2. The basis of the complaint (e.g. race, color or national origin).
3. The date(s) on which the alleged discriminatory event occurred.
4. The nature of the incident that led the complainant to believe discrimination was a factor.
5. Names, addresses and contact numbers of persons who may have knowledge of the event.
6. Other agencies or courts where complaint may have been filed and a contact name.

Complaints may also be filed with the Federal Transit Administration's Office of Civil Rights:

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Attention: Title VI Program Coordinator
East Building, 5th Floor–TCR
1200 New Jersey Ave. SE
Washington, DC 20590
Telephone: 816-329-3770
www.fta.dot.gov

Investigation Procedures:

WETA will review and investigate all Title VI complaints. Reasonable measures will be undertaken to preserve any information that is confidential. The investigation may include a review of all relevant documents, practices and procedures as well as discussion(s) of the complaint with all affected parties to determine the nature of the problem. The investigation will be conducted and generally completed within sixty (60) days of receipt of a formal complaint.

Based upon the information received, an investigation report will be prepared. The complainant will receive a letter stating the final decision by the end of the investigation.

In order to be accepted, a complaint must meet the following criteria:

- a. The complaint must be filed within 60 calendar days of the alleged occurrence or when the alleged discrimination became known to the complainant.
- b. The allegation(s) must involve a program or activity that receives Federal financial assistance.

A complaint may be recommended for dismissal for the following reasons:

- a. The complainant requests withdrawal of the complaint.
- b. The complainant fails to respond to repeated requests for additional information needed to process the complaint.
- c. The complainant cannot be located after reasonable attempts.

If no violation is found and the complainant wishes to appeal the decision, he or she may appeal directly to the United States Department of Transportation, FTA Office of Civil Rights.

WETA shall maintain a log of Title VI complaints received which shall include the date the complaint was filed, a summary of the allegations, the status of the complaint and actions taken by WETA in response to the complaint.

**Title VI Complaint Form
Water Emergency Transportation Authority**

Please describe the alleged discrimination incident (continued):

Have you filed a complaint with any other federal, state or local agencies? Yes _____ No _____
If so, list agency/agencies and contact information below:

Agency: _____ Contact Name: _____

Street Address, City, State & Zip Code: _____ Phone: _____

Agency: _____ Contact Name: _____

Street Address, City, State & Zip Code: _____ Phone: _____

I affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

Complainants Signature: _____ Date: _____

Print Name of Complainant: _____

Date Received: _____
Received By: _____

三藩市灣區 水上應急交通局

第六篇投訴程序

第六篇政策陳述

水上應急交通局（WETA）給予所有公民享用其交通服務的平等權利。WETA 致力在營業活動中奉行不歧視政策，包括本局在 1964 年《民權法案》第六篇（《美國法典》第 42 章 2000d 條）之下的責任；該政策規定，不得以種族、膚色或民族出身為由，禁止任何人參加其輪渡服務計畫或是拒絕給予該計畫的利益或進行歧視。

第六篇投訴程序

如果您認為自己因為種族、膚色或民族出身而受到歧視，您有權向 WETA 提起第六篇投訴。聯邦和州法律規定在上次指控事件起六十（60）天內提起投訴。您可以[點選此處投訴表](#)或是瀏覽 www.sanfranciscobayferry.com 下載。您也可以撥打下列號碼致電 WETA 要求郵寄第六篇投訴表，或是提交包含以下全部資訊的書面陳述。如果您不能撰寫投訴書或是需要協助提交投訴書，請致電 (415) 291-3377 尋求協助。投訴書可以郵寄、傳真、專人交付或以電子郵件寄至：

Title VI Complaints c/o
WETA
Pier 9, Suite 111, The Embarcadero
San Francisco, CA 94111
電話：(415) 291-3377
傳真：(415) 291-3388
電子郵件：contactus@watertransit.org

所有投訴必須包括以下資訊：

1. 投訴人姓名、地址和聯繫電話。
2. 投訴依據（例如種族、膚色或民族出身）。
3. 指控的歧視事件發生日期。
4. 致使投訴人認為歧視是因素之一的事件性質。
5. 可能瞭解事件者的姓名、地址和聯繫電話。
6. 投訴人已提起投訴的其他機構或法院及聯絡人姓名。

也可向聯邦公共交通管理局民權辦公室提起投訴：

FTA Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor–TCR
1200 New Jersey Ave. SE

Washington, DC 20590
電話：816-329-3770
www.fta.dot.gov

調查程序：

WETA 將審查和調查所有的第六篇投訴。將採取合理措施保護機密資訊。調查可能包括審查所有的相關文件、行為和程序以及與所有受影響人士討論投訴事宜，以確定問題的性質。調查一般在收到正式投訴起六十（60）天內完成。

將根據收到的資訊，擬定調查報告。調查結束後，投訴人將收到說明最終決定的信件。

欲得到受理，投訴書必須符合以下標準：

- a. 投訴必須在指控的事件發生或是投訴人知曉指控的歧視時起 60 天內提起。
- b. 指控必須涉及接受聯邦財政協助的計畫或活動。

以下理由可能會建議駁回投訴：

- a. 投訴人請求撤回投訴。
- b. 對於提供處理投訴所需額外資訊的一再請求，投訴人沒有回應。
- c. 經合理嘗試後無法找到投訴人。

如果未認定違法而投訴人希望就該決定提起上訴，可以直接向美國交通部 FTA 民權辦公室上訴。

WETA 需要保存收到的第六篇投訴日誌，其中包括提起投訴日期、指控概要、投訴狀態及 WETA 針對投訴採取的行動。

第六篇投訴表 水上應急交通局

三藩市灣區水上應急交通局（WETA）致力確保任何人不因經修訂的 1964 年《民權法案》第六篇規定的種族、膚色或民族出身，被禁止參加或是拒絕享有其服務利益。第六篇投訴必須在指控的歧視之日起六十（60）天內提起。

以下是協助我們處理您投訴所需的資訊。如果您需要協助填寫本表，請致電 (415) 291-3377 聯繫第六篇協調員。填好的表格必須寄回 WETA 第六篇協調員，地址為：Pier 9, Suite 111, The Embarcadero, San Francisco CA 94111。

您的姓名：	電話：
街道地址：	其他電話：
	市、州和郵遞區號：
被歧視人（如果不是投訴人）：	
姓名：	
街道地址、市、州和郵遞區號：	

以下哪一項最能描述指控的歧視發生原因？

種族 _____

膚色 _____

民族出身（英語能力有限） _____

事件日期： _____

請描述指控的歧視事件。如能提供，請指出所有涉及的員工姓名和頭銜。解釋發生的經過及您認為的責任人。如果需要更多空白，請使用下一頁或本表格背面。

第六篇投訴表
水上應急交通局

請描述指控的歧視事件（接上頁）：

您是否已向其他聯邦、州或地方機構提起投訴？ 是 _____ 否 _____

如果是，在下面列出機構和聯繫資訊：

機構： _____ 聯絡人姓名： _____

街道地址、市、州和郵遞區號： _____ 電話： _____

機構： _____ 聯絡人姓名： _____

街道地址、市、州和郵遞區號： _____ 電話： _____

我確認，我已閱讀上述指示，而且據我所知和所信，它是真實的。

投訴人簽名： _____ 日期： _____

投訴人正楷姓名： _____

Date Received: _____
Received By: _____

AUTORIDAD DE TRANSPORTE DE EMERGENCIA DEL AGUA DEL ÁREA DE LA BAHÍA DE SAN FRANCISCO

PROCEDIMIENTOS DE QUEJA CONFORME AL TÍTULO VI

Declaración de políticas conforme al Título VI

La Autoridad de Transporte de Emergencia del Agua (WETA) otorga a todos los ciudadanos la igualdad de acceso a sus servicios de transporte. WETA está comprometido con una política de no discriminación en el ejercicio de su actividad, incluidas sus responsabilidades en virtud del Título VI la Ley de 1964 de los Derechos Civiles (42 U.S.C § 2000 d), el cual establece que ninguna persona podrá, por motivos de raza, color u origen nacional, ser excluida de participar en, ser negado los beneficios de, o ser objeto de discriminación en su programa de servicio de ferry.

Procedimientos de Queja Conforme al Título VI

Si usted cree haber recibido trato discriminatorio por causa de su raza, color o país de origen, tiene el derecho de presentar una queja conforme al Título VI con WETA. Las leyes federales y estatales requieren que las quejas se presenten dentro de los sesenta (60) días calendario a partir del último presunto incidente. Usted puede descargar un [formulario de reclamación haciendo clic aquí](#) o visitando www.sanfranciscobayferry.com. También puede llamar a WETA al número que aparece a continuación y solicitar que se le envíe por correo un formulario de queja conforme al Título VI o bien usted puede presentar una declaración por escrito que contiene toda la información que se menciona a continuación. Si usted no puede escribir una queja o necesita ayuda para presentar una queja, por favor llame al (415) 291-3377 para obtener ayuda. Las quejas pueden ser enviadas por correo, fax, o correo electrónico o entregadas en persona a:

Title VI Complaints c/o
WETA
Pier 9, Suite 111, The Embarcadero
San Francisco, CA 94111
Phone: (415) 291-3377
Fax: (415) 291-3388
Email: contactus@watertransit.org

Todas las quejas deben incluir la siguiente información:

1. Nombre, domicilio y número de contacto del quejoso.
2. La razón de la queja (por ej., raza, color, origen nacional).
3. La(s) fecha(s) en las cuales ocurrió el presunto incidente discriminatorio.
4. La naturaleza del incidente que llevó al quejoso a creer que la discriminación fue un factor.
5. Nombre, domicilio y números de contacto de las personas que puedan tener conocimiento del suceso.
6. Otras agencias o tribunales donde la queja haya sido presentada y un nombre de contacto.

Las quejas también se pueden presentar en la Oficina de los Derechos Civiles de la Administración Federal de Transporte:

FTA Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor–TCR
1200 New Jersey Ave. SE
Washington, DC 20590
Telephone: 816-329-3770
www.fta.dot.gov

Procedimientos de investigación:

WETA revisará e investigará todas las quejas conforme al Título VI. Se llevarán a cabo medidas razonables para proteger cualquier información que sea confidencial. La investigación puede incluir una revisión de todos los documentos, prácticas y procedimientos pertinentes, así como discusiones de la queja con todas las partes afectadas para determinar la naturaleza del problema. La investigación será realizada y normalmente será finalizada en un plazo no mayor a sesenta (60) días desde la recepción de la queja formal.

En base a la información recibida, se preparará un informe de la investigación. El quejoso recibirá una carta que establece la decisión final para finales de la investigación.

Para ser aceptada, una queja debe reunir los siguientes criterios:

- a. La queja debe ser presentada dentro de los 60 días calendario siguientes a la ocurrencia del presunto incidente o cuando se enteró el quejoso de la presunta discriminación.
- b. Las alegaciones deben incluir un programa o actividad que recibe ayuda financiera federal.

Una queja puede ser recomendada para desestimación por las siguientes razones:

- a. El quejoso solicita la retirada de la queja.
- b. El quejoso omite responder a las reiteradas solicitudes de información adicional necesaria para tramitar la queja.
- c. El quejoso no puede ser localizado tras de varios intentos razonables.

Si no se encuentra ninguna violación y el quejoso desea apelar la decisión, él o ella puede apelar directamente al Departamento de Transporte de EE.UU., Oficina de Derechos Civiles de la FTA.

WETA deberá mantener un registro de las quejas conforme al Título VI recibidas, el cual incluirá la fecha de presentación de la queja, un resumen de los alegatos, el estado actual de la queja y las medidas tomadas por WETA, en respuesta a la queja.

Formulario de Queja Conforme al Título VI Autoridad de Transporte de Emergencia del Agua

La Autoridad de Transporte de Emergencia del Agua del Área de la Bahía de San Francisco (WETA) tiene el compromiso de asegurarse de que ninguna persona sea excluida de participar o que se le nieguen los beneficios de sus servicios con base a raza, color u origen nacional, , conforme se establece en el Título VI de la Ley de Derechos Civiles de 1964 y sus enmiendas. Las quejas conforme al Título VI deben presentarse dentro de los sesenta (60) días calendario a partir de la fecha de la presunta discriminación.

La siguiente información es necesaria para ayudarnos con el procesamiento de su queja. Si usted necesita ayuda para llenar este formulario, por favor póngase en contacto con el Coordinador del Título VI, llamando al (415) 291-3377. El formulario lleno debe ser devuelto a WETA Title VI Coordinator, Pier 9, Suite 111, The Embarcadero, San Francisco CA 94111.

Su nombre:	Tel:
Calle del domicilio:	Teléfono alternativo:
	Ciudad, estado, código postal:
Persona(s) contra quien se cometió discriminación (diferente(s) del quejoso) Nombre(s): Calle del domicilio, ciudad, estado, código postal:	

¿Cuál de las siguientes describe mejor la razón de la presunta discriminación?

Raza _____

Color _____

Origen nacional (dominio limitado del inglés)

Fecha del incidente: _____

Por favor describa el incidente de la presunta discriminación. Escriba el nombre y puesto de todos los empleados involucrados, si están disponibles. Por favor, explique qué pasó y quién cree usted que haya sido responsable. Utilice la siguiente página, o la parte de atrás de este formulario, si se necesita espacio adicional.

KNOW YOUR RIGHTS

The Water Emergency Transportation Authority (WETA) operates its services and programs without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. WETA is committed to practicing non-discrimination. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with WETA.

For more information on WETA's civil rights program and the procedures to file a complaint, call 415-291-3377; email contactus@watertransit.org; visit www.sanfranciscobayferry.com or our administrative offices at Pier 9, Suite 111, The Embarcadero, San Francisco, CA 94111.

如果需要其他語言的資訊，請致電 415-291-3377

Si se necesita información en otro idioma comuníquese al 415-291-3377



San Francisco Bay Ferry
A SERVICE OF WETA

APPENDIX E

Environmental Justice Analysis



March 31, 2013

Mr. Leslie T. Rogers
Federal Transit Administration
201 Mission Street, Suite 1650
San Francisco, CA 94105

**SUBJECT: San Francisco Bay Area Water Emergency Transportation Authority's
Request for a National Environmental Policy Act Categorical Exclusion**

Dear Mr. Rogers:

The San Francisco Bay Area Water Emergency Transportation Authority (WETA) is proposing to construct a Central Bay Operations and Maintenance Facility (proposed project) at Alameda Point in the City of Alameda, CA. The proposed project would provide landside and marine facilities (for up to 11 vessels) needed to support WETA's effort to expand ferry service on San Francisco Bay for the purposes of alleviating regional traffic congestion and providing emergency transportation services in the event of a regional disaster. WETA has worked closely with the City of Alameda and the San Francisco Bay Conservation and Development Commission (BCDC) in developing a project that meets WETA's needs without significantly impacting the environment, while also promoting the City's vision for future development in the project area in a manner that is consistent with existing and future land uses.

In accordance with federal regulations, the Federal Transit Administration (FTA) will be acting as the lead federal agency for the environmental review of the proposed project under the National Environmental Protection Act (NEPA), as WETA is receiving federal funding for the project. As the sponsoring agency for the project, WETA respectfully requests that the FTA prepare a NEPA Categorical Exclusion (CE) for the proposed Central Bay Operations and Maintenance Facility project. It is WETA's understanding that the proposed project can qualify for a CE under 23 CFR part 771.117(d)(8), as this CE allows for the construction of new storage and maintenance facilities in areas used predominately for industrial or transportation purposes where construction is consistent with existing zoning and located on a street with adequate traffic capacity.

According to the Federal Highway Administration (FHWA) and FTA Environmental Impact and Related Procedures (23 CFR part 771), a project can qualify for a CE if its actions would not individually or cumulatively have any significant environmental impacts, are not substantially controversial, would not impact a historic property, are consistent with all applicable Federal, State, and local laws, and if the project is one of the designated Council on Environmental

Quality (CEQ) listed actions. As such, WETA has provided a summary of the proposed project and a discussion of findings concerning the project's land use consistency, traffic capacity, dredging requirements, cultural and historic resource evaluation, as well as a summary of coordination efforts with the City of Alameda and a description of the project's California Environmental Quality Act (CEQA) process and outcome.

The following documents are enclosed for additional reference:

- FTA Categorical Exclusion and Documented Categorical Exclusion Worksheet (CE Worksheet) and supporting figures and maps
- CEQA Initial Study/Mitigated Negative Declaration (IS/MND) (also available for download at www.watertransit.org)
- CEQA Notice of Determination (NOD)
- Letter of Support from the City of Alameda

Project Summary

The project site for the Central Bay Operations and Maintenance Facility is located southeast of the intersection of West Hornet Avenue and Ferry Point Road near Pier 3 in the City of Alameda, California. The proposed project would serve as the central San Francisco Bay base for WETA's ferry fleet, Operations Control Center (OCC), and Emergency Operation Center (EOC). The project site includes approximately 15,500 square feet (0.36 acre) of landside space and approximately one acre of waterside space in the San Francisco Bay.

The proposed project would provide running maintenance services such as fueling, engine oil changes, spare parts storage, concession supply, and light repair work for WETA's central San Francisco Bay ferry fleet. The proposed project would also provide berthing slips for up to 11 vessels. As WETA's OCC, the facility would be the centralized location for WETA operations, including day-to-day management and oversight of services, crews, and facilities. In the event of a regional disaster, the facility would function as WETA's EOC, serving passengers and sustaining water transit service for emergency response and recovery.

The proposed landside facilities include a four-story building, diesel fuel storage facility, and public access improvements. The landside building would be a four-story structure of approximately 25,000 square feet designed to Essential Facilities Standards in accordance with the California Building Code (CBC). The landside building dimensions would be approximately 35 feet by 164 feet and would be about 75 feet tall. The diesel fuel storage facility would be contained below grade in up to four vaults with a combined capacity of up to 48,000 gallons. In coordination with the City of Alameda and BCDC, WETA would provide enhancements to the nearby Bay Trail facilities as part of the proposed landside improvements for the project.

The proposed marine facilities would include a fixed pier and apron, floating docks, and gangways with an overwater coverage of approximately 20,000 square feet (0.46 acre) that

would provide berthing slips for up to 11 vessels with limited capacity to provide berthing for vessels in transit.

Please refer to following enclosures for additional reference:

- CE Worksheet, "Detailed Project Description," III.A.
- IS/MND, "Project Description," 2-1.

Land Use Consistency

A land use analysis was included in the project's CEQA document, which concluded that the proposed project is consistent with applicable City of Alameda and BCDC land use plans, policies, and regulations.

The proposed project is located on Alameda Point within the Naval Air Station (NAS) Base Realignment and Closure (BRAC) area, which consists primarily of marine industrial land uses. In the mid-1950s, the Navy constructed a small-boat floating marina on the proposed project site that included a landside maintenance building and a snack bar. The facility was used to house and maintain small recreational boats for base residents. It was in operation until the base closed and the small landside building was demolished a few years later. Portions of the marina are still in place.

There is no housing located within proximity of the project site. A paved open area and West Hornet Avenue mark the north portion of the project site. An undeveloped City-owned park and the Bay Trail, leased to the East Bay Regional Park District, lie directly to the east. Pier 3, under the leasehold of the United States Department of Transportation Maritime Administration (MARAD), and the decommissioned aircraft carrier USS Hornet, now a functioning museum, are located west of the project site. The south boundary of the project site extends into San Francisco Bay.

The study area is owned by the City of Alameda and is subject to the City's current (1991) General Plan land use and zoning designations, including the Alameda Point element, which was added to the City's general plan in 2003. The study area is zoned M-2, General Industrial (Manufacturing) District in the City of Alameda Municipal Code section 30-4.12.c which allows for "shipbuilding and repairing (over one hundred (100) tons)" (30-4.12.c.10) and "shipping terminals" (30-4.12.c.11) following Planning Board review. The land use designation for the study area is Mixed Use Planned Development District (MX); the Alameda Point element designates the project site in the Marina (AP-3) area, which is one of three mixed-use areas. AP-3 allows marine-related industry, office, commercial, residential, recreation, and supporting retail. Uses are structured to promote waterfront activity and vitality.

The project would be consistent with the City of Alameda land use and zoning designations (Municipal Code section 30-4.12c) and the City of Alameda General Plan. Specifically, the proposed project is in accord with the General Plan Policy 9.3.n for the western shore of the marina to "encourage industrial and marine-related industrial uses that are consistent with the

Public Trust and sensitive to the Wildlife Refuge.” The proposed project would be within lands that were legislatively granted to the City of Alameda, pursuant to Chapter 348, Statutes of 1913, as amended. As administration of the lands was granted to the City of Alameda and the proposed project is consistent with the terms of the legislative grant, no additional authorization for this project would be required from the California State Lands Commission. The project is not in or directly adjacent to the wildlife refuge and vessel transit to the facility would not harm the refuge.

The proposed project is also located within the jurisdiction of BCDC and would need to be consistent with applicable policies outlined in the BCDC San Francisco Bay Plan (Bay Plan). A consistency analysis of the proposed project with relevant Bay Plan policies was prepared as part of the project’s CEQA document and concluded that the proposed project would be consistent with Bay Plan policies. WETA has received positive feedback from BCDC staff concerning the consistency of the project with BCDC bay fill, dredging, and public access policies. WETA is in the process of preparing a permit application seeking formal approval of the project by BCDC.

Please refer to following enclosures for additional reference:

- CE Worksheet, “Location and Zoning,” III.B.
- IS/MND, “Land Use and Planning,” 3-79.
- IS/MND, “San Francisco Bay Plan Consistency Analysis,” Appendix D.

Traffic and Parking

Transportation and traffic related impacts (construction and operational) were analyzed in the project’s CEQA document. Based on this analysis, it was concluded that the existing roadway network would be adequate to handle the increase in vehicular traffic generated by construction and operation of the proposed project.

At a maximum, the total number of construction related daily trips generated by the proposed project would be 128 trips. Because these trips would be temporary in nature and would be dispersed throughout the day, project traffic would neither substantially degrade the level of service on area roadways or intersections such that it would exceed the City of Alameda’s level of service (LOS) standard of LOS D nor violate Congestion Management Agency’s (CMA) established level of service standard of LOS E for Metropolitan Transportation System routes or Congestion Management Plan-designated roadways. Further, project construction would not be expected to degrade performance of the circulation system in light of the performance goals and policies established by the City and CMA for mass transit, motorized vehicles, and non-motorized travel. Construction vehicles entering or exiting the project site could result in temporary lane closures or cause temporary delays or stoppage of through traffic in the project vicinity. However, the project’s contractor would implement a Traffic Control Plan that would eliminate any adverse construction related traffic impacts.

Operation of the proposed project would require employee trips to the site each day, as well as deliveries of fuel. Based on preliminary estimates, approximately 116 trips per day would be generated by employees commuting to the site each day. Additionally, 1 or 2 round-trips per month would be generated by fuel trucks delivering diesel fuel to the site, and 1 round-trip each per month would be generated for urea fuel delivery, lube oil delivery, and waste oil collection. Thus, at a maximum, project operation would generate 116 daily employee commute trips, with the potential to generate an additional 8 fuel delivery/lube oil delivery/waste oil collection trips (4 inbound and 4 outbound trips) on any given day. Thus, as a worst case, the project could potentially generate a total of 124 trips on a given day.

The proposed project is required to pay the Alameda Citywide Development Impact Fee, which would address the effects of project-related traffic, should any occur, on the major gateways to Alameda, including on the Webster and Posey Tubes and related interchanges, and on the interchange of I-880 with High Street. Additionally, the proposed project is subject to the Traffic Capacity Management Procedure (TCMP), which requires any development west of Grand Street that is projected to generate peak hour trips through the tubes in excess of 1% of the current estimated reserve capacity to identify ways in which the project can reduce the number of peak hour operational trips.

With payment of the Impact Fee and adherence to the provisions of the TCMP, project operation would be in compliance with City of Alameda policies serving to reduce the effects of development on area roadways and intersections. Furthermore, project operation would not degrade performance of the circulation system in light of the performance goals and policies established by the City of Alameda and the CMA for mass transit, motorized vehicles, and non-motorized travel. On a regional scale, the project is part of the San Francisco Ferry system, which helps to reduce vehicle trips and congestion by providing a transportation alternative to cross San Francisco Bay.

Off-site staff parking would be accommodated within walking distance of the facility subject to a formal lease agreement with the City of Alameda. A minimum of 2 spaces would be available on the site for delivery and occasional use. No shuttling would be required to transport employees to the facility. However, should the City of Alameda initiate development plans at Alameda Point, alternative sites for parking, as identified in the lease agreement between WETA and the City of Alameda, could require shuttling.

Please refer to following enclosures for additional reference:

- CE Worksheet, "Traffic," III.C.
- IS/MND, "Transportation/Traffic," 3-101.
- IS/MND, "San Francisco Bay Plan Consistency Analysis," Appendix D.

Dredging Requirements

The proposed project would require dredging to the required navigable parameters (berthing area depth of 12 feet mean lower low water), resulting in approximately 26,700 cubic yards (cy)

of dredged material. The project will also include a 2-ft over-dredge allowance; the volume of over-dredge material is approximately 20,400 cy. Required dredging for the project would result in a relatively very small increase to the 3-6 million cy of dredged material that is annually removed from San Francisco Bay. Maintenance dredging would be required with a frequency of once every 5 to 10 years.

All dredging would occur during the period from July 31 to November 30 in compliance with established agency work windows for the protection of marine biological resources. WETA has incorporated numerous Best Management Practices (BMPs) into the proposed project that would ensure that the proposed dredging activities would not adversely impact water quality, special-status fish or wildlife species, noise, or air quality.

Because dredging and related pier removal could result in requirements for special handling of dredged material, a soil sampling program would be implemented prior to the start of construction. Sediment samples would be collected in accordance with the requirements of the United States Army Corps of Engineers (USACE) Dredged Materials Management Office prior to dredging. Prior to pier removal, a management plan would be prepared to ensure management of treated wood in accordance with the Department of Toxic Substances Control Treated Wood Waste guidance.

Dredging disposal site selection would depend on results of environmental sampling. One option would be the San Francisco Deep-Ocean Disposal Site (SF-DODS), which is located 50 miles offshore from San Francisco Bay. Dredged materials could also be beneficially reused at a wetland restoration site such as Winter Island, Montezuma Wetlands Restoration Project (MWRP) or future restoration sites such as the Cullinan Ranch Restoration Project (CRRP), or South Bay Salt Ponds. Dredged material disposal would not occur at the Alcatraz disposal site. Of the sediment to be dredged, roughly 87% and 13% of the total volume would be clay and silt, respectively. If the sampled dredged material does not meet SF-DODS or beneficial reuse standards, the dredged material would be trucked to a Class 3 landfill.

Please refer to following enclosures for additional reference:

- CE Worksheet, "Navigable Waterways," III.J.
- CE Worksheet, "Resources," III.M.
- IS/MND, "Biological Resources," 3-23.
- IS/MND, "Hydrology and Water Quality," 3-69.

Cultural and Historic Resources

A records search conducted at the Northwest Information Center of the California Historical Resources Information system at Sonoma State University did not reveal any previously recorded archaeological resources within the project area or within a half-mile radius of the project area. No archaeological materials were identified during fieldwork in any areas that remain undisturbed.

The field survey resulted in the identification of one built environment (architectural) resource, the Alameda Point Pier. Research indicates the pier is less than 50 years old (built between 1969 and 1973), and thus does not qualify for the National Register of Historic Places and is, therefore, not considered a historical resource for the purposes of the NHPA. By letter dated January 30, 2012, the FTA notified the State Historic Preservation Officer of its no historic properties affected determination for the proposed project.

Please refer to following enclosures for additional reference:

- CE Worksheet, "Location and Zoning," III.B.
- CE Worksheet, "Resources," III.M.
- IS/MND, "Cultural Resources," 3-43.

City of Alameda Coordination

WETA staff has worked closely with City of Alameda staff in developing the project. Overall, the City has been supportive of the proposed project and has been an advocate of the project in agency meetings. WETA has worked with City staff to negotiate draft terms and conditions of a lease agreement for the project site that will be executed pending completion of the CEQA/NEPA environmental review processes and authorization by the WETA Board and City of Alameda.

WETA presented the concept design for the proposed project to the City of Alameda Planning Commission on November, 8th 2010 as an informational item. The Planning Commission provided generally positive feedback. No formal action or recommendation was requested. The City of Alameda will consider WETA's Conditional Use permit upon completion of the environmental review process.

Please refer to following enclosures for additional reference:

- Letter of Support from the City of Alameda

CEQA Process and Outcome

WETA, as the lead agency for CEQA, completed a draft IS/MND for the project in April 2011, and held a public review period from April 1, 2011 to May 2, 2011. The document was submitted to the State Clearinghouse (SCH 2011042005) and a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was circulated to interested parties and to property owners within 300 feet of the project site. In addition, WETA posted multiple copies of the NOI at the project site, recorded the NOI at the Alameda County Clerk-Recorder's Office, and posted the NOI and the entire CEQA IS/MND document on its website. No public or agency comments were received on the document; therefore, the document does not need to be revised or re-circulated.

On June 2, 2011, the WETA Board approved a resolution adopting the IS/MND and associated Mitigation Monitoring and Reporting Plan. On June 7, 2011, a Notice of Determination (NOD) was submitted to the Alameda County Clerk and the State of California Office of Planning and

Mr. Leslie T. Rogers
March 31, 2013
Page 8

Research, pursuant to CEQA regulations. With the filing of the NOD, all measures identified by WETA through the CEQA process to avoid, minimize or control environmental impacts will formally become part of the project that would be subject to FTA's NEPA evaluation and thus would not need to be adopted as mitigation measures by FTA as they would already be fully committed to by the project sponsor.

As described above and in the enclosed CE Worksheet and CEQA IS/MND and NOD, the proposed project would not result in significant environmental impacts, is not substantially controversial, would not impact a historic property, and is consistent with all applicable Federal, State, and local laws. All submitted documentation has been reviewed and approved by WETA's General Counsel. As such, WETA respectfully requests that the FTA consider a NEPA CE for the proposed project. Please feel free to contact Mike Gougherty at 415.364.3189 or gougherty@watertransit.org if you have any questions regarding this request or would like any additional information.

Sincerely,

Nina Rannells
Executive Director

Enclosures (4)

FTA NEPA CE Worksheet
CEQA IS/MND (available for download at www.watertransit.org)
CEQA NOD
Letter of Support from the City of Alameda

FTA CATEGORICAL EXCLUSION and DOCUMENTED CATEGORICAL EXCLUSION WORKSHEET

Note: The purpose of this worksheet is to assist sponsoring agencies in gathering and organizing materials for environmental analysis required under the National Environmental Policy Act (NEPA), particularly for projects that may qualify as a documented Categorical Exclusion (DCE). The use and submission of this particular worksheet is NOT required. The worksheet is provided merely as a helpful tool in gathering and providing information deemed needed by FTA. **NOTE: Fields are expandable, so feel free to use more than a line or two to describe descriptions.**

Submission of the worksheet by itself does not meet NEPA requirements. FTA must concur in writing in the sponsoring agency's NEPA recommendation. Project activities may not begin until this process is complete. Contact the FTA Region 9 office at (415) 744-3133 if you have any questions or require assistance. If this is the first time you have filled out this form, FTA encourages you to contact us for guidance. **Please see the end of this document for new submittal procedures.**

I. PROJECT DESCRIPTION

Sponsoring Agency	Date Submitted	FTA Grant Number(s) (if known)
San Francisco Bay Area Water Emergency Transportation Authority (WETA)	03/21/2013	N/A
Project Title		
WETA Central Bay Operations and Maintenance Facility		
Project Description (brief, 1-2 sentences)		
<p>WETA proposes to construct a Central Bay Operations and Maintenance Facility that would serve as an operations base, maintenance facility, and emergency operations center for WETA's central San Francisco Bay ferry fleet. Landside facilities would include a four-story, approximately 25,000-square foot building, which would provide for operations and maintenance functions, as well as an on-site fuel storage facility and public access improvements. The proposed marine facilities would include a fixed pier and apron, floating docks, and gangways with an overwater coverage of approximately 20,000 square feet, which would provide berthing slips for up to 11 vessels.</p>		
Purpose and Need for Project (brief, 1-2 sentences, include as an attachment if adopted statement is lengthy)		
<p>The purpose of the proposed project is to construct a new operations and maintenance facility that would service WETA's central San Francisco Bay ferry fleet. The facility would function as WETA's operations control center for day-to-day management of ferry services and as its emergency operations center in the event of a regional disaster. The new facility is needed in order to optimize the operations and maintenance of WETA's central San Francisco Bay ferry fleet at a single centralized facility in a protected location under WETA's control that is located in close proximity to WETA's existing and future ferry terminals.</p>		
Project Location (include City and Street address)		
<p>The project is located southeast of the intersection of West Hornet Avenue and Ferry Point Road near Pier 3 in the City of Alameda, within the Naval Air Station Base Realignment and Closure area known as Alameda Point.</p>		

Project Contact (include phone number, mailing address and email address)

Mike Gougherty, Senior Planner, WETA
Pier 9, Suite 111, The Embarcadero
San Francisco, CA 94111
Phone: 415-364-3189
Email: gougherty@watertransit.org

If your project involves construction, include the following maps:

Please refer to the following project maps from the enclosed CEQA Initial Study/Mitigated Negative Declaration (IS/MND), "Project Description," Chapter 2: Project Location (Figure 2-1); Project Site (Figure 2-2); Project Site Plan (Figure 2-3a); Upland Site Plan (Figure 2-3b); Float Utility Plan (Figure 2-3c); Facility Rendering (Figure 2-4); Building Cross Section (Figure 2-5)

II. NEPA Class of Action

Answer the following questions to determine the project's potential class of action. If the answer to any of the questions in Sections A or B is "YES", contact the FTA Regional office to determine whether the project requires preparation of a NEPA environmental assessment (EA).

A. Will the project significantly impact the natural, social and/or economic environment?

- YES (contact FTA Regional office)
 NO (continue)

B.1 Is the significance of the project's social, economic or environmental impacts unknown?

- YES (contact FTA Regional office)
 NO (continue)

B.2 Is the project likely to require detailed evaluation of more than a few potential impacts?

- YES (contact FTA Regional office)
 NO (continue)

B.3 Is the project likely to generate intense public discussion, concern or controversy, even though it may be limited to a relatively small subset of the community?

- YES (contact FTA Regional office)
 NO (continue)

C.1 Does the project appear on the following list of potential Categorical Exclusions (CEs)?

The projects listed below are generally categorically excluded from further NEPA analysis under 23 CFR 771.117(c) unless certain circumstances exist, such as the presence of wetlands, historic buildings and structures, parklands and floodplains in the project area.

- YES (If checked AND there are no special circumstances, mark the applicable checkbox and

briefly describe the activity below. Then, proceed to the signature block on the back page.)

NO (continue to Section D)

- Activities not involving or directly leading to construction (technical studies, planning, preliminary engineering, etc.)
- Utility installations along or across a transit facility
- Construction of bicycle and pedestrian facilities, excluding those requiring construction in new right-of-way
- Installation of noise barriers or alterations to existing publicly-owned buildings to provide for noise reduction
- Landscaping
- Installation of fencing, signs, pavement markings, toll facilities, control centers, vehicle test centers, small passenger shelters, traffic signals, railroad warning devices, and signal controls with no substantial land acquisition or traffic disruption
- Emergency repairs under 23 USC 125
- Acquisition of scenic easements
- Ridesharing activities
- Bus, ferry, and rail car rehabilitation (including conversions to alternative fuels)
- Alterations to facilities or vehicles to make them accessible to elderly or handicapped persons
- Program administration (including safety programs), technical assistance, and operating assistance to continue existing service or increase service to meet routine changes in demand
- Purchase and lease of vehicles and equipment for use on existing facilities or new facilities that also qualify as CEs (including the capital cost of contracts for transit services)
- Track, railbed, and wayside system maintenance and improvements when carried out in existing right-of-way
- Purchase and installation of operating, maintenance and Intelligent Transportation Systems (ITS) equipment to be located solely within the transit facility and with no significant off-site impacts
- Mitigation banking
- Resurfacing and restriping
- Routine maintenance

C.2 Brief Activity Description

Include a brief description of the activity and the reasoning for its categorical exclusion.

D. Does the project appear on the following list of potential documented Categorical Exclusions?

These projects may be categorical exclusions under 23 CFR § 771.177(d), but require additional documentation demonstrating that the specific conditions or criteria for the CEs are satisfied and that significant effects will not result.

YES (Check and continue to Part III)

NO (Contact FTA Regional Office)

- Grade separations requiring land acquisition to replace existing at-grade railroad crossings and bridge rehabilitation (including approaches to bridges and excluding historic bridges or bridges providing access to ecologically sensitive areas)
- Corridor Fringe Parking facilities (generally located adjacent to a mass transportation corridor such as an Interstate highway system)
- Carpool programs and activities requiring land acquisition and construction
- Safety improvements including seismic retrofit and mitigation of wildlife hazards
- Construction of new bus storage and maintenance facilities and new ITS control centers in areas used predominantly for industrial or transportation purposes where such construction is consistent with existing zoning and located on a street with adequate capacity to handle anticipated traffic
- Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where only minor amounts of additional land are required and there is not a substantial increase in the number of users
- Construction of bus transfer facilities (an open area consisting of passenger shelters, boarding areas, kiosks, and related street improvements) when located in a commercial area or other high activity center in which there is adequate street capacity for projected bus traffic
- Construction of rail storage and maintenance facilities (or other similarly sized support facilities) in areas used predominantly for industrial or transportation purposes where such construction is consistent with existing zoning and where there is no significant noise impact on the surrounding community
- Area-wide coordination of multiple ITS elements

- Advance land acquisition including:
 - Acquisition of underutilized private railroad rights-of-way (ROW) to ensure that adjacent land uses remain generally compatible with the continued transportation use of the ROW
 - Acquisition of land for hardship or protective purposes, consistent with 23 CFR 771.117 (D)(12)

(Note: the eligibility of hardship and protective buys is very limited and must be approved, in writing, by the Regional FTA office before proceeding with any acquisition activities. Failure to do so will render the project ineligible for Federal participation.)

III. Information Required for Documented Categorical Exclusions

If you checked "Yes" to any of the options in Part II, Section D, complete Part III and submit to FTA.

A. Detailed Project Description

Include a project description and explain how the proposal satisfies the purpose and need identified in Part I.

WETA proposes to construct a Central Bay Operations and Maintenance Facility at Alameda Point in the City of Alameda, CA to serve as the central San Francisco Bay base for WETA's ferry fleet, Operations Control Center (OCC), and Emergency Operations Center (EOC). The proposed project would provide maintenance services such as fueling, engine oil changes, spare parts storage, concession supply, and light repair work for WETA's central San Francisco Bay ferry fleet. In addition, the proposed project would provide berthing slips for up to 11 vessels. As WETA's OCC, the facility would support day-to-day management and oversight of services, crews, and facilities. In the event of a regional disaster, the facility would also function as WETA's EOC, serving passengers and sustaining water transit service in the event of a regional disaster. The project site includes approximately 15,500 square feet (0.36 acre) of landside space and approximately one acre of waterside space in the San Francisco Bay. Below is a detailed description of the proposed landside and waterside facilities associated with the proposed project:

The proposed landside facilities would include a four-story building, fuel storage facility, and public access improvements. The landside building would be an approximately 25,000-square-foot structure designed to Essential Facilities Standards (EFS) in accordance with the California Building Code (CBC). The landside building dimensions would be approximately 35 feet by 165 feet and would be about 75 feet tall. The building would provide maintenance functions and storage for vessel spare parts, office and meeting space for WETA's OCC, EOC, crew facilities, and concession support.

The landside fuel storage facility would be contained below grade in vaults, approximately 5–18 feet from the shoreline. The facility would consist of up to four vaulted underground storage tanks (12,000 gallon tanks) with a combined capacity of up to 48,000 gallons. Multiple vaults and tanks would be used to provide system redundancy and layout efficiency. The fuel tanks would be National Fire Protection Association (NFPA) approved and installed in buried concrete vaults that would be equipped with vapor and liquid detection systems as well as a fire suppression system. Systems would be provided to recover liquid from the vault. In coordination with the City of Alameda and the San Francisco Bay Conservation and Development Commission (BCDC), WETA would provide enhancements to the nearby Bay Trail facilities as part of the proposed landside improvements for the project.

The proposed marine facilities would include a fixed pier and apron, floating docks, and gangways with an overwater coverage of approximately 20,000 square feet (0.46 acre) that would provide berthing slips for up to 11 vessels, with limited berthing capacity for vessels in transit. The proposed project would require dredging to the required navigable parameters (berthing area depth of 12 feet mean lower low water [MLLW]), resulting in approximately 26,700 cubic yards (cy) of dredged material. The project will also include a 2-ft over-dredge allowance; the volume of over-dredge material is approximately 20,400 cy.

All berthing slips would be supplied by fresh water, wash water, sanitary sewer, electricity, diesel fuel, fluids, waste pump-out, and fire suppression, in addition to supporting the loading and off-loading of supplies, sundries, and waste.

The pier apron would be supported on driven steel piles. A protective coating may be added to the steel piles. If used, the coating would be of an inert material that would not leach into the

aquatic environment. The apron deck and substructure would be a combination of cast-in-place and precast concrete. Each gangway landing would be supported at the shoreline on pile. The gangway and the apron would be protected from accidental ferry impact by steel fender piles with protective wrapping (high density polyethylene [HDPE], ultra high molecular weight [UHMW]), or plastic pipe piles approximately 18–30 inches in diameter.

The berthing facility, consisting of concrete floating docks and aluminum gangways, would also include a system of ramps and platforms to facilitate access between the gangway and the vessel doors and to allow access to the floating dock for line handling and servicing the vessel. The facility-wide deck elevation would be at a level that would allow direct access to the optimum number of boats serviced at the facility. To accommodate other boats that do not align with the deck elevation, adjustable portable platforms would be provided to allow access between shore and boat, and would be suitable for relocation as needed.

The gangways connecting the fixed pier and shore to the berthing facility would be aluminum structures approximately 90 feet long by 8 feet wide, with a nonskid walking surface. Gangway walking surfaces would be grated, if determined to be feasible with intended uses. Each gangway would have a maximum one vertical to eight horizontal (1V: 8H) slope over the majority of the tidal range in order to satisfy American Disability Act (ADA) rules for gangways.

Although no regular passenger loading is anticipated at this site, the facility would be capable of loading and unloading passengers in the event of an emergency. The vessel types held at the facility would include small crew boats and ferries with propeller propulsion and 1,000- to 1,750-gallon fuel tanks on each side. The facility would typically operate from 5 a.m. to 11 p.m., with 80% utilization (i.e., 80% of the time, the vessels would be moored for servicing and layover).

B. Location and Zoning

Attach a map identifying the project's location and surrounding land uses. Note any critical resource areas (historic, cultural or environmental) or sensitive noise or vibration receptors (schools, hospitals, churches, residences, etc). Briefly describe the existing zoning of the project area and indicate whether the proposed project is consistent. Include a description of the community (geographic, demographic, economic and population characteristics) in the vicinity of the project.

The proposed project is located on Alameda Point within the Naval Air Station (NAS) Base Realignment and Closure (BRAC) area, which consist primarily of marine industrial land uses. A paved open area and West Hornet Avenue mark the north portion of the project site. An undeveloped City-owned park and the Bay Trail, leased to the East Bay Regional Park District, lie directly to the east. Pier 3, under the leasehold of the United States Department of Transportation Maritime Administration (MARAD), and the decommissioned aircraft carrier USS Hornet, now a functioning museum, are located west of the project site. The south boundary of the project site extends into San Francisco Bay.

There is no housing located within proximity of the project site and the distance to the nearest sensitive receptor is substantial (more than 1,000 feet from the site). Furthermore, an evaluation of historic and cultural resources indicated that there are no previously recorded archaeological resources identified within a half-mile radius of the project area or potential historic structures more than 45 years old within the vicinity of the project site.

The study area is owned by the City of Alameda and is subject to the City's current (1991) General Plan land use and zoning designations, including the Alameda Point element, which was added to the City's general plan in 2003. The study area is zoned M-2, General Industrial (Manufacturing) District in the City of Alameda Municipal Code section 30-4.12.c which allows for "shipbuilding and repairing (over one hundred (100) tons" (30-4.12.c.10) and "shipping terminals" (30-4.12.c.11) following Planning Board review. The land use designation for the

study area is Mixed Use Planned Development District (MX); the Alameda Point element designates the project site in the Marina (AP-3) area, which is one of three mixed-use areas. AP-3 allows marine-related industry, office, commercial, residential, recreation, and supporting retail. Uses are structured to promote waterfront activity and vitality.

The project as currently proposed would be consistent with the City of Alameda land use and zoning designations (Municipal Code section 30-4.12c) and the City of Alameda General Plan. Specifically, the proposed project is in accord with the General Plan Policy 9.3.n for the western shore of the marina to “encourage industrial and marine-related industrial uses that are consistent with the Public Trust and sensitive to the Wildlife Refuge.” The proposed project would be within lands that were legislatively granted to the City of Alameda, pursuant to Chapter 348, Statutes of 1913, as amended. As administration of the lands was granted to the City of Alameda and the proposed project is consistent with the terms of their legislative grant, no additional authorization for this project would be required from the California State Lands Commission. The project is not in or directly adjacent to the wildlife refuge and vessel transit to the facility would not harm the refuge.

The proposed project is also located within the jurisdiction of BCDC and would need to be consistent with applicable policies outlined in the BCDC San Francisco Bay Plan (Bay Plan). A consistency analysis of the proposed project with relevant Bay Plan policies was prepared as for the project’s CEQA document and concluded that the proposed project would be consistent with Bay Plan policies.

C. Traffic

Describe potential traffic and parking impacts, including whether the existing roadways have adequate capacity to handle increased bus or other vehicular traffic. Include a map or diagram if the project will modify existing roadway configurations. Describe connectivity to other transportation facilities and modes.

Access to the project site (and Alameda Point) is afforded via one of several east-west streets that extend through much of Alameda and either terminate at Alameda Point or connect to other terminal east-west streets. Within the southeastern portion of Alameda Point, where the proposed project is located, Skyhawk Street, Viking Street, and Ferry Point comprise the primary north-south routes of travel, while W. Oriskany Avenue, Ticonderoga Avenue, and West Hornet Avenue comprise the primary east-west routes. These roads generally convey a low volume of traffic; consequently, intersections are not signalized within Alameda Point but, rather, are stop-sign controlled on most street approaches. The project does not propose to modify any existing roadway configurations, as existing roadways have adequate capacity to handle increased vehicular traffic generated by construction and operation of the proposed facility.

At a maximum, the total number of construction-related daily trips generated by the proposed project would be 128 trips. Because these trips would be temporary in nature and would be dispersed throughout the day, project traffic would neither substantially degrade the level of service on area roadways or intersections such that it would exceed the City of Alameda’s level of service (LOS) standard of LOS D nor violate Congestion Management Agency’s (CMA) established level of service standard of LOS E for Metropolitan Transportation System routes or Congestion Management Plan-designated roadways. Further, project construction would not be expected to degrade performance of the circulation system in light of the performance goals and policies established by the City and CMA for mass transit, motorized vehicles, and non-motorized travel. Construction vehicles entering or exiting the project site could result in temporary lane closures or cause temporary delays or stoppage of through traffic in the project

vicinity. However, the project's contractor would implement a Traffic Control Plan that would eliminate any adverse construction related traffic impacts.

Operation of the proposed project would require employee trips to the site each day, as well as deliveries of fuel. The proposed project would not serve as a passenger ferry terminal, outside of emergency circumstances in the event of a regional disaster. Based on preliminary estimates, approximately 116 trips per day would be generated by employees commuting to the site each day. Additionally, 1 or 2 round-trips per month would be generated by fuel trucks delivering diesel fuel to the site, and 1 round-trip each per month would be generated for urea fuel delivery, lube oil delivery, and waste oil collection. Thus, at a maximum, project operation would generate 116 daily employee commute trips, with the potential to generate an additional 8 fuel delivery/lube oil delivery/waste oil collection trips (4 inbound and 4 outbound trips) on any given day. Thus, as a worst case, the project could potentially generate a total of 124 trips on a given day.

The proposed project is required to pay the Alameda Citywide Development Impact Fee, which would mitigate the effects of project-related traffic, should any occur, on the major gateways to Alameda, including on the Webster and Posey Tubes and related interchanges, and on the interchange of I-880 with High Street. Additionally, the proposed project is subject to the Traffic Capacity Management Procedure (TCMP), which requires any development west of Grand Street that is projected to generate peak hour trips through the tubes in excess of 1% of the current estimated reserve capacity to identify ways in which the project can reduce the number of peak hour operational trips.

With payment of the Impact Fee and adherence to the provisions of the TCMP, project operation would be in compliance with City of Alameda policies serving to reduce the effects of development on area roadways and intersections.

Off-site staff parking would be accommodated within walking distance of the facility subject to a formal lease agreement with the City of Alameda. A minimum of 2 spaces would be available on the site for delivery and occasional use. No shuttling would be required to transport employees to the facility. However, should the City of Alameda initiate development plans at Alameda Point, alternative sites for parking, as identified in the lease agreement between WETA and the City of Alameda, could require shuttling.

D. Aesthetics

Will the project have an adverse effect on a scenic vista?

- No
 Yes, describe

The proposed project is not located in or near any designated scenic vistas.

Will the project substantially degrade the existing visual character or quality of the site and its surroundings?

- No
 Yes, describe

Although the proposed project would alter the visual character of the site and neighboring areas, development would be compatible with the existing industrial and marine land uses surrounding the site.

Will the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

- No
 Yes, describe

Construction of the proposed facility would create a temporary increase in glare as a result of sun reflecting from glass and metal surfaces. Once completed, the facility would result in an increased amount of glare and nighttime light. However, WETA has incorporated lighting standards into the project design (e.g., focusing light downward, glare minimizing fixtures, shielding, and time-clock switches) that would ensure potential impacts would be minimal.

E. Air Quality

Does the project have the potential to impact air quality?

- NO
 YES, describe

WETA will implement and incorporate air quality avoidance and minimization measures into the project description. These avoidance and minimization measures include the Bay Area Air Quality Management District's basic control measures or fugitive dust and NOx emissions and modification of the construction schedule to ensure NOx emissions do not exceed the maximum daily limit.

Is the project located in an Environmental Protection Agency (EPA)-designated non-attainment or maintenance area?

- NO
 YES, indicate the criteria pollutant and contact FTA to determine if a hot spot analysis is necessary.

- Carbon Monoxide (CO)
 Ozone (O₃)
 Particulate Matter (PM₁₀)

If the non-attainment area is also in a metropolitan area, was the project included in the MPO's Transportation Improvement Program (TIP) air quality conformity analysis?

- NO
 YES

The proposed project is included in the adopted 2011 Transportation Improvement Program as TIP project ALA 110001 and was thus included in the Conformity Analysis for regional pollutants in the 2011 TIP, which was completed in October 2010 and has a positive conformity finding. Additionally, the San Francisco Bay Area has been designated as non-attainment for the 24-hour PM_{2.5} standard. Beginning December 14, 2010, certain projects are required to complete a PM_{2.5} hot-spot analysis as part of the project-level conformity determination process. On April 26, 2012 WETA engaged in interagency consultation through MTC's Air Quality Conformity Task Force. The Task Force determined that the project was not a project of air quality concern and would not require a PM_{2.5} hot-spot analysis.

F. Coastal Zone

Is the proposed project located in a designated coastal zone management area?

- No
- Yes, describe coordination with the State regarding consistency with the coastal zone management plan and attach the State finding, if available.

BCDC has jurisdiction over the project site. The proposed project is consistent with all applicable BCDC's Bay Plan findings and policies. WETA is required to obtain a permit from BCDC as a condition of project approval.

G. Environmental Justice

Indicate whether the project will have disproportionately high and adverse impacts on minority or low-income populations. Describe any potential adverse effects. Describe outreach efforts targeted specifically at minority or low-income populations.

The proposed project would be located within the former Alameda NAS and the project site is zoned for industrial or marine-related activities. There is no housing located within the proximity of the project site. As such, the project would not adversely affect minority or low-income populations.

H. Floodplains

Is the proposed project located within the Federal Emergency Management Agency (FEMA) 100-year floodplain?

- No
- Yes, describe potential impacts and include the FEMA map with the project location identified.

According to the Flood Insurance Rate Map (06001C0068G), the landside portion of the project site is located in Zone X, which is determined to be outside the 100-year flood event. The marine portion of the project site is located in Zone VE, which is considered a special flood hazard area subject to inundation of the 100-year flood event with additional hazards. The proposed project as currently proposed would be designed to withstand storm-induced wave actions. The proposed design would provide wave protection by locating small vessels behind the main float. The proposed alignment would protect vessels from head seas for waves and winds. Also, given that the marine structures are floating, they can move with extreme event high tides and can be readily modified over time to account for future sea level rise.

I. Hazardous Materials

Is there any known or potential contamination at the project site?

- No, describe the steps taken to determine whether hazardous materials are present on the site.
- Yes, note mitigation and clean-up measures that will be taken to remove hazardous materials from the project site.

The project site is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. A BRAC Cleanup Plan was prepared in 2003 and environmental investigations have been conducted at the project site required as part of Navy assessments of the environmental conditions of the NAS. The project site was determined by the Navy to not warrant remedial actions to protect human health or the environment.

Observations made by Baseline Environmental during reconnaissance of the project site as part of a Phase I Environmental Assessment prepared for the proposed project in 2010 (Baseline 2010) identified no current use of the project site, or land uses on adjoining properties that indicated current use of hazardous materials. Additionally, no evidence of hazardous materials release was observed at the project site and adjoining properties. Given the historical land uses associated with the NAS, the proposed project includes preparation of a soil sampling program to assess potential effects to human health (including future users and construction workers) and the environment (Baseline 2010). Depending on the results of the investigation, additional sampling and further remedial action may be necessary.

Dredge sediments were characterized in a Sampling Analysis Report completed by Pacific EcoRisk in 2012 (EcoRisk 2012). Mercury and polychlorinated biphenyls (PCBs) were found to exceed reference thresholds; however, upon further evaluation for bioaccumulation the benthic toxicity test results for all composite sediment samples indicated that mercury and PCBs were not biologically available to cause toxicity (EcoRisk 2012).

Any sampling and disposal of hazardous excavated or dredged material would be in accordance with local, state, and federal requirements.

J. Navigable Waterways

Does the proposed project cross or have the potential to impact a navigable waterway?

No

Yes, describe potential impacts and any coordination with the US Coast Guard.

The proposed project would require dredging to the required navigable parameters resulting in approximately 26,700 cubic yards (cy) of dredged material. The project will also include a 2-ft over-dredge allowance; the volume of over-dredge material is approximately 20,400 cy. Because dredging and related pier removal could result in requirements for special handling of dredged material, a soil sampling program will be implemented prior to the start of construction. The results of the soil sampling will determine the appropriate disposal site for the material. One option would be the San Francisco Deep-Ocean Disposal Site (SF-DODS), which is located 50 miles offshore from San Francisco Bay. Dredged materials could also be beneficially reused at a wetland restoration site such as Winter Island, Montezuma Wetlands Restoration Project (MWRP) or future restoration sites such as the Cullinan Ranch Restoration Project (CRRP), or South Bay Salt Ponds. Dredged material disposal would not occur at the Alcatraz disposal site. Of the sediment to be dredged, roughly 87% and 13% of the total volume would be clay and silt, respectively. If the sampled dredged material does not meet SF-DODS or beneficial reuse standards, the dredged material would be trucked to a Class 3 landfill.

Maintenance dredging will be required with a frequency of once every 5 to 10 years. All dredging will be done in accordance with the U.S. Army Corps of Engineers Dredged Materials Management Office standards. Coordination with the U.S. Coast Guard is not required for this project.

The project is located east of areas used for navigation for the MARAD Ready-Reserve Fleet but in an area not used for access to the MARAD port facilities. As such, the project will not encroach on areas presently used for navigation. Ferry vessels will transit the navigable channel from the facility to and from San Francisco Bay, but given the limited movement of the MARAD fleet (i.e., only during rare deployment events), the ferry vessels will not hinder use of the navigable waterways by others. There is no current use for navigation of the area proposed for floating docks or fixed pier and thus no obstacle to navigation would occur.

K. Noise and vibration

Does the project have the potential to increase noise or vibration?

NO

YES, describe impact and provide map identifying sensitive receptors such as schools, hospitals, parks and residences. If the project will result in a change in noise and vibration sources, you must use FTA's "Transit Noise and Vibration Impact Assessment" methodology to determine impact.

Construction related noise and vibration impacts would not be significant given WETA's implementation of noise related BMPs (e.g., limiting hours of maintenance dredging). Operational noise and vibration impacts will not be significant as the proposed the number of vessel and truck trips would be small and the distance to the nearest sensitive receptor is substantial (more than 1,000 feet from the site).

L. Prime and Unique Farmlands

Does the proposal involve the use of any prime or unique farmlands?

No

Yes, describe potential impacts and any coordination with the Soil Conservation Service of the U.S. Department of Agriculture.

The landside project site is entirely paved and contains no farmland, agricultural space, forest land, or timberland. Furthermore, the California Department of Conservation identifies Alameda Point as "Urban and Built Up Land." As such, the project would have no impact on prime or unique farmlands.

M. Resources

Does the project have the potential to impact any of the resources listed below?

NO

YES, if checked, describe resource and impacts. Impacts to cultural, historic, or recreational properties may trigger Section 4(f) evaluation, which requires consideration of avoidance alternatives.

Natural

The proposed project would not adversely impact any natural resources.

Cultural

A records search was conducted at the Northwest Information Center of the Historical Resources Information Center at Sonoma State University. No previously recorded archaeological resources were identified within the project area or within a half-mile radius of the project area. Furthermore, no archaeological materials were identified during fieldwork in any areas that remain undisturbed.

Historic—Indicate whether there are any historic resources in the vicinity of the project.

Attach photos of structures more than 45 years old that are within or adjacent to the project site.

There are no potential historic structures more than 45 years old within the vicinity of the project site.

Recreational (Informational comment, no impact)

A bicycle trail crosses just east of the project site. There is an existing park just east of the project site, but the park is underdeveloped and in limited use at present. The project would not adversely impact the existing public park because it would not require taking of any part of the

park and would not adversely affect the park indirectly due to noise or visual intrusion because of the existing noise environment (from nearby industrial facilities) and due to the limited noise generation from project operation. WETA, in coordination with the City of Alameda and BCDC, will improve Bay Trail connectivity via funding or providing other trail improvements (e.g., signage, overlook area). Thus the project should have a net beneficial effect on recreation in the vicinity.

Biological--The project sponsor must obtain a list of threatened and endangered species in the project area from the US Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration Marine Fisheries Service (NMFS). Attach a current species map within six (6) months. Describe any critical habitat, essential fish habitat or other ecologically sensitive areas.

A list of threatened or endangered species is cited in Biological Opinions issued by NMFS in October 2012 and by the USFWS in March 2013. Three threatened and endangered plants and five threatened and endangered wildlife species were initially identified as having potential to occur on or near the project site. However, based on the range of certain species, site conditions, and habitat requirements, no listed plants have potential to occur at the site and only one listed federal wildlife species has potential to occur (California least tern). In addition, four federally listed fish species (Central Valley spring-run Chinook salmon, Sacramento winter-run Chinook salmon, Central California coast steelhead, and green sturgeon) also have potential to occur, and the site is located within critical habitat for green sturgeon.

Onshore construction and operations would have no effect on listed federal fish or wildlife species as the onshore area does not contain habitat for any listed species. Offshore construction and operation could affect listed fish and wildlife species noted above, primarily in relation to initial and maintenance dredging activities. However, implementation of standard avoidance and minimization measures by WETA for dredging and all marine construction would ensure that construction and operation the proposed facility would not adversely affect any federally listed threatened and endangered species.

FTA has consulted with the USFWS and NMFS under Section 7 of the Endangered Species Act and received Biological Opinions from both agencies for potential species effects. WETA has incorporated all recommended USFWS and NMFS work windows into construction, other minimization measures, and will implement all conservation measures identified during the ESA consultation process. Both Biological Opinions concluded that the project is not likely to adversely affect listed species.

Other, describe

N. Seismic

Are there any unusual seismic conditions in the project vicinity? If so, indicate on project map and describe the seismic standards to which the project will be designed.

- No
 Yes, describe

The project site is not within any earthquake fault zones designated by the state under the Alquist-Priolo Act. Accordingly, there is no risk of surface rupture. In addition, the project would adhere to the applicable codes and be built to Essential Facilities Standards that would ensure seismic groundshaking would not adversely impact the facility.

O. Water Quality

Does the project have the potential to impact water quality, including during construction.

- No
- Yes, describe potential impacts

The proposed project includes the preparation of a Stormwater Pollution Prevention Plan that will protect water quality during construction. The project will also monitor for turbidity during dredging activities to ensure activities are meeting San Francisco Basin Plan standards. WETA will develop an operational compliance plan to ensure runoff is collected and treated prior to discharge, and that peak flow durations match pre-project conditions in accordance with the proposed project's Water Quality Certification under Section 401 of the Clean Water Act.

Will there be an increase in new impervious surface or restored pervious surface?

- No
- Yes, describe potential impacts and proposed treatment for stormwater runoff.

The project site is currently vacant, paved asphalt. As such, implementation of the proposed facility would not result in an increase of impervious surface.

Is the project located in the vicinity of an EPA-designated sole source aquifer?

- No
- Yes, describe potential impacts and include a map of the sole source aquifer with project location identified.

There is no EPA-designated sole source aquifer within proximity of the project site.

P. Wetlands

Does the proposal temporarily or permanently impact wetlands or require alterations to streams or waterways?

- No
- Yes, describe potential impacts

The proposed project would not impact wetlands or alter streams. See discussion of the proposed dredging activities under Section J.

Q. Construction Impacts

Describe the construction plan and identify impacts due to construction noise, utility disruption, debris and spoil disposal, and staging areas. Address air and water quality impacts, safety and security issues, and disruptions to traffic and access to property.

Construction of the proposed project would require 50 to 100 workers for the duration of the project. At any given time, roughly 30 to 50 workers would be on the site. Parking for construction workers will be made available by the City on the adjacent parking lot northeast of the site. Construction of the proposed project would require approximately 16 months with no nighttime construction necessary. Generally, site preparation, and ground improvements would occur over 44 days; construction of the building and installation of utilities would require 300 days; dredging and in-water work including pile removal/installation and sea walldemolition/construction would be completed in 59 days; and the overwater work would occur over 241 days. All construction dredging and other in-water work activities (i.e., pile driving) would occur between the period from July 31 to November 30.

The major landside construction activities include site preparation, demolition, ground improvement, sea wall construction, building construction, and utility installation. Construction

equipment would include backhoes, excavators, haul trucks, track-mounted drilling rigs, concrete and gravel delivery trucks, a wheeled hydraulic crane, and delivery and support trucks. All equipment would be powered by diesel or gasoline.

Excavation would be required to install the underground vaults and utilities. For the utilities, the landside excavation would range from 2,500 to 7,500 cubic yards (cy). Because of the historical uses of the site, a soil sampling program would be developed prior to construction. An appropriate disposal site for the excavated materials would be determined following the results of the soil sampling program.

The southern edge of the landside area is bounded by a deteriorated concrete seawall, which would be demolished and replaced. Removal of the seawall would require a land-based backhoe with pneumatic hammer, and would generate approximately 60–90 cy of concrete rubble. Removal would occur over 2 to 5 days and demolished concrete would require roughly 10–20 truck loads to be hauled off for processing as recycled aggregate material.

A concrete secant-pile wall would be constructed in place of the removed seawall. The new wall would be built above the mean high tide line to engineering specifications determined by geotechnical explorations and analysis undertaken during Final Design. The existing abandoned segment of railroad line that crosses the length of the site would also be removed during site development.

The major waterside construction activities include dredging, marine pile installation, marine float installation, fixed pier construction, and marine utility and outfitting. The marine pile installation would require the use of a support and material barge, a barge-mounted pile driver, a support boat, and an occasional tug. The marine float installation would require work boats, an occasional tug, support barges, and barge-mounted cranes. The fixed pier construction would require work boats, a support barge, a barge-mounted crane, a wheeled crane, and support and haul trucks. Marine utility and outfitting would require a wheeled crane and support trucks.

Approximately 85 new piles, consisting of fixed pier supporting piles, guide piles at the floats, fender piles, freestanding dolphins, and piles supporting the shoreline fender panel would be driven in place by a diesel impact hammer with the exception of the plastic fender pile, which would be driven in place with a vibratory hammer.

The project's CEQA document analyzed potential air quality, noise, transportation/traffic, water quality, biological, utilities and service systems, and cultural resources construction-related impacts. WETA has incorporated avoidance and minimization measures into the project that would ensure construction-related impacts would not be significant.

R. Cumulative and Indirect Impacts

Are cumulative and indirect impacts likely?

- No
 Yes, describe the reasonably foreseeable:

a) Cumulative Impacts, which result from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions. Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time.

The proposed project would not result in significant air quality, noise, transportation, or any other environmental impact that would considerably increase cumulative impacts.

b) Indirect impacts, which are caused by the action and are later in time or farther removed in distance, but are still reasonably foreseeable. Indirect impacts may include growth inducing

effects and other effects related to induced changes in the pattern of land use, population density or growth rate, and related effects on air, water and other natural systems, including ecosystems.

The project will only have limited employment during construction or operation and contains no residential component and thus will not result in substantial growth inducement, changes in land use patterns, population growth or density or related effects on air, water, or other natural systems.

S. Property Acquisition

If property is to be acquired for the project, indicate whether acquisition will result in relocation of businesses or individuals.

Note: To ensure the eligibility for federal participation, grantees may not acquire property with either local or federal funds prior to completing the NEPA process and receiving written concurrence in the NEPA recommendation. For acquisitions over \$500,000, FTA concurrence in the property's valuation is also required.

Acquisition of the project site will not result in the relocation of business or individuals and the site is currently vacant.

T. Public Notification

Describe public outreach efforts undertaken on behalf of the project. Indicate opportunities for public hearings, (e.g. board meetings, open houses, special hearings). Indicate any significant concerns expressed by agencies or the public regarding the project.

WETA presented the proposed project to the City of Alameda Planning Commission in November 2010. Also, as part of the CEQA process, WETA notified all property owners within 500 feet of the project site, circulated a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration to all interested parties, posted the NOI with the Alameda Clerk-Recorder's office, and posted the NOI at the project site. No public or agency comments were received in regards to the project's potential environmental impacts.

U. Mitigation Measures

Describe all measures to be taken to mitigate project impacts.

WETA's CEQA document identified mitigation measures that would reduce all project related construction and operational impacts to a less-than-significant level. These mitigation measures will become part of the proposed project. Therefore, no additional mitigation measures are needed to reduce environmental impacts for NEPA compliance. Furthermore, WETA will comply with all conservation measures identified in the USFWS and NMFS Biological Opinions.

V. Other Federal Actions

Provide a list of other federal NEPA actions related to the proposed project or in the vicinity.

In addition to FTA's NEPA action, the United States Army Corps of Engineers may need to prepare a NEPA document if the project requires a Clean Water Act Section 404 Individual Permit. If an Individual Permit is not required, no other federal NEPA action is necessary for this project.

W. State and Local Policies and Ordinances

Is the project in compliance with all applicable state and local policies and ordinances?

No, describe

Yes; The project would be in compliance with the all state and local land policies and ordinances.

The project is consistent with the uses allowed in the existing zoning and land use designation for the property.

X. Related Federal and State/Local Actions

- Corps of Engineers (Section 10, Section 404)
- Coast Guard Permit
- Coastal Zone Management Certification
- Critical Area Ordinance Permit
- ESA and EFH Compliance
- Flood Plain Development Permit
- Forest Practice Act Permit
- Hydraulic Project Approval
- Local Building or Site Development Permits
- Local Clearing and Grubbing Permit
- National Historic Preservation Act-Section 106
- National Pollutant Discharge Elimination System Baseline General for Construction
- Shoreline Permit
- Solid Waste Discharge Permit
Sole Source Aquifer
- Section 4(f) or 6(f) (Recreational and Historic Properties)
- Section 106 (Historic Properties)
- Stormwater Site Plan (SSP)
- Temporary Erosion and Sediment Control Plan (TESC)
- Water Rights Permit
- Water Quality Certification—Section 401
- Tribal Permits (if any, describe below)
- Other

Describe as applicable:

Y. Submitted By:

San Francisco Bay Area Water Emergency Transportation Authority	Date: March 11, 2013
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Z: Approved By:

Federal Transit Administration	Date:
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Submit two paper copies of this form, attachments, and a transmittal letter recommending a NEPA finding to the address below, or submit an electronic version to your Community Planner. Contact FTA at the

number below if you are unsure of these procedures. Modifications are typically necessary. When the document is approved, FTA may request additional copies.

Federal Transit Administration, Region 9
201 Mission Street, Suite 1650
San Francisco, CA 94105

phone: (415) 744-3133
fax: (415) 744-2726

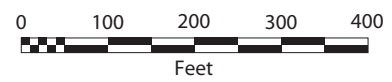


Graphics ... 007890.08 (8-10) tm

Figure 2-1
Project Location



Source: KPFF, 2010.
 Aerial image: Google Inc. 2009. Google Earth Pro, Version 5.2. Mountain View, CA. Accessed: September 24, 2010.



Graphics: 00789108 (3-8-11).tm

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1668
Recipient Name:	CITY OF VALLEJO
Project ID:	CA-90-Y083-00
Budget Number:	1 - Final Budget
Project Information:	FY 2001 Capital and Operating (5307)

Part 1: Recipient Information

Project Number:	CA-90-Y083-00
Recipient ID:	1668
Recipient Name:	CITY OF VALLEJO
Address:	555 SANTA CLARA ST. P.O. BOX 3068, VALLEJO, CA 94590 5934
Telephone:	(707) 651-7107
Facsimile:	(707) 648-4691

Union Information

Recipient ID:	1668
Union Name:	AMALGAMATED TRANSIT UNION
Address 1:	5025 Wisconsin Avenue NW
Address 2:	
City:	Washington D.C., 20016 4139
Contact Name:	Wetzel Leo
Telephone:	(202) 537-1645
Facsimile:	(202) 244-7824
E-mail:	lw@atu.org
Website:	www.atu.org

Recipient ID:	1668
Union Name:	INLANDBOATMEN'S UNION
Address 1:	450 Harrison Street
Address 2:	

City:	San Francisco, CA 94105
Contact Name:	Secchitano Marina
Telephone:	(415) 896-1224
Facsimile:	(415) 896-1226
E-mail:	ibusf@pacbell.net
Website:	www.ibu.org

Recipient ID:	1668
Union Name:	I.B.E.W.
Address 1:	900 Seventh Street NW
Address 2:	
City:	Washington D.C., 20005
Contact Name:	Edwin Hill
Telephone:	(202) 833-7000
Facsimile:	(202) 728-7676
E-mail:	IST@ibew.org
Website:	www.ibew.org

Recipient ID:	1668
Union Name:	INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS
Address 1:	700 Maritime Boulevard
Address 2:	
City:	Lithicum Heights, MD 21090 1941
Contact Name:	Richard Plant
Telephone:	(410) 850-8500
Facsimile:	(410) 850-8384
E-mail:	rplant@bridgedeck.org
Website:	www.bridgedeck.org

Recipient ID:	1668
Union Name:	MASTERS, MATES AND PILOTS UNION PACIFIC MARITIME REGION
Address 1:	450 Harrison Street
Address 2:	E. Mezzanine, Room 201
City:	San Francisco, CA 94105 2691
Contact Name:	Ray Shipway
Telephone:	(415) 543-5694
Facsimile:	(415) 777-0209
E-mail:	rshipway@bridgedeck.org
Website:	www.mmp-pmr.org

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$3,673,832
Project Number:	CA-90-Y083-00	Adjustment Amt:	\$0
Project Description:	FY 2001 Capital and Operating (5307)	Total Eligible Cost:	\$3,673,832
Recipient Type:	City	Total FTA Amt:	\$2,872,082
FTA Project Mgr:	Jeffrey Davis	Total State Amt:	\$170,774
Recipient Contact:	Pam Belchamber	Total Local Amt:	\$630,976
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Mar. 01, 2001 - Sep. 30, 2004	Est. Oblig Date:	01-Mar-2001
Recvd. By State:	Sep. 19, 2001	Pre-Award Authority?:	Yes
EO 12372 Rev:	YES	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Oct. 06, 2000		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
60060	SAN FRANCISCO--OAKLAND, CA

Congressional Districts

State ID	District Code	District Official
6	1	Mike Thompson
6	3	Daniel E Lungren
6	7	George Miller

Project Details

Project includes ADA Operating for FY 01; Capital projects include: Procurement of a Ferry Boat; Phase II of Bus Maintenance and Admin. Facility Rehabilitation Project; Creation of an Off-Street Bus Transfer Facility and pedestrian safety improvements (Sereno Transit Center); Ferry Maintenance Facility Rehabilitation Project; and purchase of service vehicles for Bus Operations.

Earmarks

No information found.

Security

No information found.

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
111-00 BUS -(ADA 10%) ROLLING STOCK	0	\$526,082.00	\$658,082.00
<u>ACTIVITY</u>			
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$526,082.00	\$658,082.00
<u>SCOPE</u>			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	2	\$547,000.00	\$618,302.00
<u>ACTIVITY</u>			
11.42.11 ACQUIRE - SUPPORT VEHICLES (STP)	2	\$44,000.00	\$50,000.00
11.41.03 BUS ENG/DESIGN - ADMIN/MAINTENANCE FACILITY (STP)	0	\$53,000.00	\$60,000.00
11.44.03 BUS REHAB/RENOVATE - ADMIN/MAINT FACILITY (STP)	0	\$450,000.00	\$508,302.00
<u>SCOPE</u>			
113-00 BUS - STATION/STOPS/TERMINALS	0	\$672,000.00	\$848,382.00
<u>ACTIVITY</u>			
11.31.02 ENG/DESIGN - BUS STATION (CMAQ)	0	\$111,000.00	\$125,382.00
11.33.02 CONSTRUCT - BUS STATION (CMAQ)	0	\$314,000.00	\$443,000.00
11.76.91 REAL ESTATE ACQUISITION (CMAQ)	0	\$221,000.00	\$250,000.00
11.33.20 CONSTRUCT - MISC BUS	0	\$26,000.00	\$30,000.00

STATION EQUIPMENT(CMAQ)			
<u>SCOPE</u>			
111-30 BUS - ROLLING STOCK	1	\$879,000.00	\$1,098,750.00
<u>ACTIVITY</u>			
11.13.33 BUY FERRY BOATS FOR EXPANSION - (FHWA FERRY BOAT DISC FDS)	1	\$879,000.00	\$1,098,750.00
<u>SCOPE</u>			
117-00 FERRY - OTHER CAPITAL ITEMS	0	\$248,000.00	\$450,316.00
<u>ACTIVITY</u>			
11.44.03 REHAB/RENOVATE - FERRY FACILITY - STP	0	\$248,000.00	\$450,316.00
Estimated Total Eligible Cost:			\$3,673,832.00
Federal Share:			\$2,872,082.00
Local Share:			\$801,750.00

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
60060	2001.21.90.91.1	08	2002	90	\$0.00	\$526,082.00	\$526,082.00
60060	2001.21.90.CX.1	00	2002	90	\$0.00	\$672,000.00	\$672,000.00
60060	2001.21.90.SX.1	00	2002	90	\$0.00	\$1,674,000.00	\$1,674,000.00
Total Previously Approved:							\$0.00
Total Amendment Amount:							\$2,872,082.00
Total from all Funding Sources:							\$2,872,082.00

Alternative Fuel Codes

11.42.11	ACQUIRE - SUPPORT VEHICLES (STP)	Gasoline
11.13.33	BUY FERRY BOATS FOR EXPANSION - (FHWA FERRY BOAT DISC FDS)	Diesel Fuel

Extended Budget Descriptions

11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$526,082.00	\$658,082.00
TIP ID 99-0040 Paratransit Operating Assistance - 5307 10%				
114-00	BUS: SUPPORT EQUIP AND FACILITIES	2	\$547,000.00	\$618,302.00
Includes two projects, Bus Maintenance Facility Rehab and purchase of bus operations service vehicles				
11.42.11	ACQUIRE - SUPPORT VEHICLES (STP)	2	\$44,000.00	\$50,000.00
TIP - SOL991053, This project include STP funds to be transfered from Caltrans. Project will allow Bus operations to replace 2 old support vehicles				
11.41.03	BUS ENG/DESIGN - ADMIN/MAINTENANCE FACILITY (STP)	0	\$53,000.00	\$60,000.00
TIP SOL991055 STP funds to be transferred from Caltrans. Continuation of project in CA-90-X989. (see grant for scope of work)				
11.44.03	BUS REHAB/RENOVATE - ADMIN/MAINT FACILITY (STP)	0	\$450,000.00	\$508,302.00
TIP SOL991055, STP funds to be transferred from Caltrans. This grant allows for the continuation of the rehabilitation project funded in CA-90-989. Project scope of work included the following: repave of gravel lot for bus fleet and repair failed pavement area of yard, repair building structue as needed (such as repairing roof), replace 12-15 year old heavey equipment that requires replacement or rehabilitation, reconfigure internal structure to increase and separate staff form customer service area and improve drivers and dispatch area, repair of bathrooms, HVAC of building etc... Building was originally constructed in 1987.				
113-00	BUS - STATION/STOPS/TERMINALS	0	\$672,000.00	\$848,382.00
OPEN NOTE PAD - TIP ID 991071 Sereno Transit Center (\$646,000); TIP ID 991015 Lighted Crosswalk (\$26,000) project is located adjacent to the Sereno Transit Center project and represents one of the safety elements for transit usage planning. Both projects are scheduled to be constructed at the same time.				
CMAQ funds - to be transferred to FTA				
PROJECT DESCRIPTION				
The Sereno Bus Transfer Center and the Citizen's Housing Projects are two separate projects that will be developed, designed and constructed cooperatively to assure compatibility with the surrounding land uses as a Transit Oriented Development.				
The projects will be constructed on a vacant 5.86 acre parcel situated mid block on Sereno between Solano Avenue and the railroad line. site is strategically located between two major north-south transportation corridors, Highway 29 and Broadway, in Vallejo, CA. This flat site is presently undeveloped. The Bus Transit Center will be				

located on the property frontage with the housing development stretching from Sereno to the adjacent shopping center.

Residents of the new housing community will be within walking distance to the bus transfer facility and a high concentration of services along Sonoma Blvd and Vallejo's major shopping area. Services in the area include offices, grocery stores and associated shopping center services, retail, sports gyms and numerous restaurants. Other central employers include Kaiser's Call Center and other Medical facilities. Proximity to these types of service encourages walking and/or biking or using transit for local trips or commuting to work. Incorporating walkways and bike paths is essential.

The projects support the City's efforts to improve transit and availability of affordable housing. Project sponsors include the City's Transportation Division, Redevelopment Agency and Housing Authority. Citizen's Housing Corporation is the developer for the Housing Project, with participation from a local nonprofit Affordable Housing Affiliates. Citizen's Housing Corporation is a non-profit, public benefit corporation established in 1992. Its mission is to increase and preserve affordable housing for the low income. Affordable Housing Affiliation (AHA) is a community based non-profit housing developer that develops high quality housing in Southern Solano County.

Sereno Bus Transit Center

The project relocates the current "on-street" bus facility and creates an "off-street" that will consolidate all routes into a common area and facilitate easy transfer between routes and transit operators in a safe environment.

Currently buses stop mid-block along Sereno Ave between Broadway and Sonoma. There is no formal cross walk for patrons to safely traverse the street. Passengers must cross a four-lane street to connect with their next bus dodging automobiles and buses, which is more difficult for those with children, strollers, or elderly who need additional time to cross a street. The bus transfer center serves as the connecting point for riders traveling from Northern Solano and other transit systems (Napa, Fairfield, Vacaville, etc) connecting to intercity routes such as BARTLink and connections to the Baylink Ferry. It is also the primary location for transfers between Vallejo local routes. Approximately 2,500 transfers between bus routes take place at this location daily.

An associated project is the construction of a "lighted crosswalk" which is a low cost alternative to a signalized crosswalk to improve pedestrian safety. This project will be incorporated into the design of the project.

Scope of Work

Property Acquisition (approx 1.0 acre)
 Construction of bus turnaround area with 8 to 10 bus bays
 Island Canopy
 Shelters/benches and Other street furniture, Purchase and Installation of
 Lighting, Purchase and installation
 Security cameras, Purchase and installation
 Transit Information Display Case and other informational signage
 Landscaping and associated irrigation, purchase and installation
 Improved sidewalks (including curbs and gutters, increase sidewalk width to encourage pedestrian flow
 Bike Racks/lockers, Purchase and installation
 Driver's facilities (bathroom) - to incorporated into plaza component of the housing construction and possible
 child care facility
 Taxi/Kiss and Ride - designated stop area
 Other passenger amenities (telephone, water fountain, vending services etc)

Housing Component

The site is well-situated for housing development given its proximity to existing supportive land uses/services and access to Mare Island, an area that is a growing center of office and commercial redevelopment. Because of the location's site and integration with transit, the City has identified the Sereno Drive site as particularly

worthy of support in order to provide housing with greater access to job for low-income Vallejo residents

Citizen's housing project will consist of approximately 125 units with a mix of 2, 3, and 4 bedroom units available. All of these units will be targeted to very low-income residents. The buildings will be 2 story walk-ups with a combination of parking underneath some units and surface parking adjacent to the buildings. The concept is to also include onsite services for the residents, such as laundry facilities in the short term and a child care facility in the long term. In addition, the housing and transit center will share mutual space to provide connectivity, particularly since the transit center will act as a gateway to the residential area. Bike and pedestrian pathways will be incorporated throughout the complex.

CMAQ - Air Quality Project Benefits (previously submitted to FTA)

The Sereno Transit Center Project is being developed and constructed in concert with a planned affordable housing project. While the bus transit center project alone provides significant improvements to the area, improves transit coordination and improves safety for passengers, when coupled with the housing project reveals significantly greater air quality benefits.

Bay Area residents are moving further away from their jobs, many are migrating to the North Bay including Solano County for more affordable housing creating gaps between home and job. The impact has caused significant pressures on the freeways (Interstate 80 in Solano County) therefore there is a need for accessible transit as an alternative travel mode for commute and local trips.

Urban Planners promote higher densities where transit already exists to encourage use of alternative modes, thus achieve air quality benefits. The project location is prime for supporting the concept of high-density housing or what is termed as Livable Communities, since transit does exist and the area is rich in services that encourages travel by something other than a vehicle.

Interior and exterior pedestrian and bikeways will be woven into the project linking residents to the transit center and adjacent services along Solano Avenue and the adjacent Shopping center. Air quality benefits will be achieved because residents will be able to walk weekly to the grocery store in a safe environment or go to the gym or do other shopping. Youths and persons without a vehicle will have easy access to bus routes traversing the city, including service to schools. Increased levels and overall access to transit service with connections to other regional transit service, ferry and BART, will allow residents an opportunity to seek or retain employment in other Bay Area cities without compromising their quality of life by having access to quality housing and not being dependant on a vehicle for all travel needs.

Approximately 125 units depending on the actual combination of units the housing project could attract upwards of 300 to 500 people of varied ages living in the Transit Oriented Development. All local bus routes serve the Sereno Center and facilitate transfers between local routes and intercity bus routes. Intercity buses travel between Vallejo and Fairfield, Vacaville and Suisun areas providing connections to Vallejo's Baylink ferry and the Bay Area Rapid Transit (BART). Most Vallejo bus service operates from 4:15 am to 10:45 pm (depending on route/service destination). All routes from this transfer center serve local schools and major businesses. Vallejo Transit serves over 75% of Solano County transit commuters. On the average mode split for public transit use is 3-10%, for commuting purposes. As a result of the combined project, ridership at the Sereno bus center could achieve similar increases and as the surrounding area continues to develop with more office and retail, ridership would further increase, all resulting in air quality benefits.

This project addresses the following Transportation Control Measure (TCM) as identified in Section 108 (f)(1)(A) of the clean Air Act, is eligible due to demonstration of reasonable increases in ridership.

- * programs for improved public transit
- * (x) provides for bicycle storage facilities
- * (xiv) programs to facilitate non-automotive travel
- * (xv) programs for the construction of paths... or areas solely for the use by pedestrians and other non-motorized means of transportation
- * Reduces the number of cold starts
- * Achieves air quality benefits through improving the traffic flow on Sereno by moving buses off the main street and allowing general traffic to move freely.

Project Schedule

The project may be constructed in Phases depending on overall financing for the housing project. Under the current schedule ground breaking would occur in Summer 2002.

PROJECT BUDGET

Bus Transit Center (estimated)

Property and Environmental \$ 250,000
 Final PE & Design: \$ 125,000
 Construction: \$1,125,000
 Total \$1,500,000

*** This Grant includes only portion funds programmed to the project, the balance of the total CMAQ funds (\$1,328,000) will be requested in FY 2002

Lighted Crosswalk \$ 26,000 (STP)
 \$ 4,000 (local)
 \$ 30,000

Housing Component (estimated)

Acquisition and Related \$ 1,338,567
 Construction: \$ 9,894,722
 Indirect: \$ 2,546,894
 Contingency/Reserve/Misc. \$ 769,736
 Financing \$ 1,030,094
 Developer Fee \$ 1,000,000
 Total \$16,580,013

11.31.02	ENG/DESIGN - BUS STATION (CMAQ)	0	\$111,000.00	\$125,382.00
Sereno Transit Center - See 11300 main activity line for Project description and scope of work - this element includes environmental review and preliminary engineering, and design components.				
11.33.02	CONSTRUCT - BUS STATION (CMAQ)	0	\$314,000.00	\$443,000.00
Sereno Transit Center - See main activity line for project description				
11.76.91	REAL ESTATE ACQUISITION (CMAQ)	0	\$221,000.00	\$250,000.00
Sereno Transit Center TIP 991071, See main activity line for project details. Property appraisal is complete, Transit Center is than 1 acre of the total project site, estimated cost is between \$200,000 - 250,000.				
11 13 33	BUY FERRY BOATS FOR EXPANSION - (FHWA)			

FERRY BOAT DISC FDS)	1	\$879,000.00	\$1,098,750.00
<p>OPEN NOTE PAD - TIP No. SOL991092. Purchase of a third ferry boat for Baylink service Federal Ferry Boat Discretionary funds \$879,000 - transfer from FHWA to FTA will be submitted. Other funds include State STIP Augmentation that will provide local match. A total of \$5.0 million CMAQ funds is programmed in FY 2002, that will be transferred to FTA, the state funds will provide the required local match. These funds are in the TIP. Total amount programmed \$10,879,000.</p>			
<p>Project Background</p>			
<p>The project is for the procurement of a new passenger-only fast ferry in order to provide additional capacity for the existing Vallejo Baylink Ferry Service. The ferry route parallels Interstate 80 (I-80). Baylink serves North Bay (Solano County and Napa) residents traveling to and from San Francisco. Service primarily diverts traffic from the I-80 corridor and Carquinez and Bay Bridges to San Francisco. The Baylink service was inaugurated in June of 1997, since that time annual passenger traffic has grown from 546,527 in FY 97/98 to 735,938 in FY 99/00. Ridership for the current fiscal year of 00/01 is expected to reach 836,000. The annual growth rate appears to be sustainable at about 9%.</p>			
<p>Project Scope of Work</p>			
<p>The new ferry vessel will be compatible with the two existing fast ferry vessels purchased in 1997, the M/V INTINTOLI and M/V MARE ISLAND. The new fast ferry vessel plans and specifications will be packaged similar to the existing vessels in the fleet to provide consistency and maintenance efficiencies. The Request for Proposal will be a negotiated procurement type contracting process. The project will be awarded to the proposal providing the best overall value to the City of Vallejo.</p>			
<p>The new ferry vessel is to be publicly owned by the City of Vallejo, California and operated by a public entity for public purposes. Capacity of the vessel will be 301 passengers, have a one day supply of diesel fuel, and operate at a fully loaded service speed of thirty-four (34) knots. Four (4) crew members will operate the vessel. The vessel will utilize only state-of-the-art, proven technologies. The vessel will comply with all United States Coast Guard rules and regulations, and all other applicable Federal, State of California, regional and local laws and regulations.</p>			
<ul style="list-style-type: none"> * RFP/Preparation and Negotiations * Plans & Specifications/Design & Engineering * Construction * Testing * Delivery * Administration and Construction Oversight and warranty management services, * Licenses and Certificates * Essential spare components and parts or specialized tools required to operate/maintain the boat 			
<p>Project Benefits</p>			
<p>The new ferry boat will enable Vallejo-Baylink to better meet commute hour demands for ferry service to San Francisco; the current weekday commute it typically at capacity where passengers are turned away, typically diverted to additional back-up buses the City provides.</p>			
<p>The new fast ferry vessel for the Vallejo-Baylink ferry system will allow the service to convert from a two (2) boat schedule to a three (3) boat schedule. Weekday service will be increased from eleven (11) to sixteen (16) round trips. The expanded service with three vessels in regular daily service is estimated to serve an additional 250,000 passengers annually. This increases passenger capacity by 40% - 45%, from 6,600 available seats to 9,600 available seats each weekday.</p>			
<p>In addition to providing increased capacity, the new ferry boat will enable us to perform preventative maintenance and minor repairs during normal business hours on straight time; due to the current operating schedules all such activities must be performed at night or over weekends, often at premium or overtime labor rates. Finally, the flexibility inherent in a three boat schedule will allow Vallejo-Baylink to optimize crew labor costs and reduce the total service hours accumulated by each vessel.</p>			

Environmental

To minimize environmental impacts, the vessel will be designed for low wake wash equal to or less than the existing vessels. The new ferry will be equipped with low emission diesel engines with exhaust treatment systems. Engine exhaust emissions performance shall exceed the current regulatory limits as contained in International Maritime Organization MARPOL Annex VI. The ultimate goal is to exceed the proposed United States Environmental Protection Agency Tier II marine diesel emission regulations scheduled for implementation in 2006.

A Negative Declaration was prepared and adopted by the City Council on March 20, 2001 and submitted to the State Clearing House.

11.44.03	REHAB/RENOVATE - FERRY FACILITY - STP	0	\$248,000.00	\$450,316.00
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TIP ID 991032, STP funds to be transferred from Caltrans

BAYLINK FERRY MAINTENANCE FACILITY (BUILDING 165)

PROJECT DESCRIPTION

The full build-out of the Baylink Ferry Maintenance Facility Project, Building 165 on Mare Island, is an estimated \$5.0 million dollar project. This federal grant includes \$451,200 in federal and state/local funds. Additional funds programmed in FY 2002 Section 5309, will be requested next year. Project also includes \$500,0000 programmed in State STIP funds for FY 01/02. Completion of the Ferry Maintenance Facility will be divided into two construction phases and completed over the next 3 to 5 years, as funding becomes available. A detailed scope is outlined below

Phase I Construction will include construction, demolition, and relocation of all facilities and equipment from the current facility, dock work, and relocation and expansion of the fuel tank. In Phase II Construction, the second floor of Building 165 will be outfitted with offices, final dock modifications will be made, the fuel tank capacity will be expanded, and exterior modifications will be made to bring the facility into compliance with the Historic and Waterfront Plans.

In Phase I preliminary engineering the City will determine scope and cost estimates for 1) seismic and structural modifications, 2) building use plan, and 3) action plans for compliance with Mare Island Waterfront and Historic requirements and the overall rehabilitation and utilization of the building and site area.

The Maintenance Facility is a primary support component of the operation and maintenance of the Baylink Ferry system. An improved maintenance facility and increased fuel supply is instrumental to existing operations and moreover to support the future expansion of the ferry service. By Spring 2003, the city will be maintaining four boats for Baylink Ferry operations. The relocation and rehabilitation of the new Maintenance Facility is necessary now to meet current and future operational needs. This project is included in the Vallejo Ferry Plan adopted by the Vallejo City Council in November 1991 and included in the Regional Ferry Plan and the Bay Region's Transportation Improvement Program.

SCOPE OF WORK

This is a multi-phased project. Preliminary Engineering and developed action plans will define the priorities and phasing of implementation for the improvements and rehabilitation of the building and facility area. Implementation will be phased given the level of programmed grants.

Environmental (EP/PA ED)

* Environmental Assessment or Categorical Exemption

Preliminary Engineering (PSE)

- * Development of scope of work and cost estimates for structural and seismic improvements (for demolition and rehabilitation of building)
- * Development of scope and cost estimates for building utilization and final layout of operation
- * Development of scope and cost estimates for compliance with Historic Preservation Plan required by the Mare Island Reuse Plan and Waterfront Plan - these action plans will identify what improvements (scope and cost estimates) that will be completed in the surrounding area of the building, such as facade, landscaping and lighting to camouflage equipment (fuel tanks);

Phase I Final Engineering and Design (PSE)

- * Engineering and Design for relocation of equipment, administrative offices to the permanent site, building rehabilitation

Phase I Construction (CONST)

- * Demolition and clearing the building and site and removal of any unnecessary old Navy equipment
- * Relocation and installation of existing equipment
- * Rehabilitation of Docking Area and overnight dock facilities,
- * Installation of Building Utilities and HVAC
- * Rehabilitation/Improvements to Shop Area - including shop equipment
- * Increase fuel storage - up to 12,000 gallons initially with full build-out at 40,000 gallons

Phase II, Final Engineering and Design (PSE)

- * Final Engineering and Design for Phase II Construction

Phase II, Construction (CONST)

- * Interior and Exterior Rehabilitation and Improvement to Building including office/crew space (locker rooms)
- * Provision of parking spaces (stripping and signage)
- * Implementation of improvements as defined in the Waterfront and Historic Plan Scope of Works
- * Increase fuel storage to full build-out at 40,000 gallons

\$5,043,000 Total Project Cost

Project Scope of Work

The new ferry vessel will be compatible with the two existing fast ferry vessels purchased in 1997, the M/V INTINTOLI and M/V MARE ISLAND. The new fast ferry vessel plans and specifications will be packaged similar to the existing vessels in the fleet to provide consistency and maintenance efficiencies. The Request for Proposal will be a negotiated procurement type contracting process. The project will be awarded to the proposal providing the best overall value to the City of Vallejo.

The new ferry vessel is to be publicly owned by the City of Vallejo, California and operated by a public entity for public purposes. Capacity of the vessel will be 301 passengers, have a one day supply of diesel fuel, and operate at a fully loaded service speed of thirty-four (34) knots. Four (4) crew members will operate the vessel. The vessel will utilize only state-of-the-art, proven technologies. The vessel will comply with all United States Coast Guard rules and regulations, and all other applicable Federal, State of California, regional and local laws and regulations.

- * RFP/Preparation and Negotiations
- * Plans & Specifications/Design & Engineering
- * Construction
- * Testing
- * Delivery
- * Administration and Construction Oversight and warranty management services,
- * Licenses and Certificates
- * Essential spare components and parts or specialized tools required to operate/maintain the boat

Project Benefits

The new ferry boat will enable Vallejo-Baylink to better meet commute hour demands for ferry service to San Francisco; the current weekday commute is typically at capacity where passengers are turned away, typically diverted to additional back-up buses the City provides.

The new fast ferry vessel for the Vallejo-Baylink ferry system will allow the service to convert from a two (2) boat schedule to a three (3) boat schedule. Weekday service will be increased from eleven (11) to sixteen (16) round trips. The expanded service with three vessels in regular daily service is estimated to serve an additional 250,000 passengers annually. This increases passenger capacity by 40% - 45%, from 6,600 available seats to 9,600 available seats each weekday.

In addition to providing increased capacity, the new ferry boat will enable us to perform preventative maintenance and minor repairs during normal business hours on straight time; due to the current operating schedules all such activities must be performed at night or over weekends, often at premium or overtime labor rates. Finally, the flexibility inherent in a three boat schedule will allow Vallejo-Baylink to optimize crew labor costs and reduce the total service hours accumulated by each vessel.

Environmental

To minimize environmental impacts, the vessel will be designed for low wake wash equal to or less than the existing vessels. The new ferry will be equipped with low emission diesel engines with exhaust treatment systems. Engine exhaust emissions performance shall exceed the current regulatory limits as contained in International Maritime Organization MARPOL Annex VI. The ultimate goal is to exceed the proposed United States Environmental Protection Agency Tier II marine diesel emission regulations scheduled for implementation in 2006.

A Negative Declaration was prepared and adopted by the City Council on March 20, 2001 and submitted to the State Clearing House.

Changes since the Prior Budget

Unable to find change amount information.

Part 4. Milestones

11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$526,082	\$658,082
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	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Ops June 30,2001	Jul. 30, 2001

11.42.11	ACQUIRE - SUPPORT VEHICLES (STP)	2	\$44,000	\$50,000
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	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Apr. 01, 2001
2.	Contract Award	Jun. 01, 2001
	requires standard City Council approval	
3.	Contract Complete	Aug. 01, 2001

	Contract complete on delivery of vehicles.	
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11.41.03 BUS ENG/DESIGN - ADMIN/MAINTENANCE FACILITY (STP) 0 \$53,000 \$60,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Jun. 01, 2001
2.	Contract Award	Aug. 01, 2001
	contracts will be awarded on an as needed basis for each element of the project scope of work	
3.	Contract Complete	Sep. 30, 2003
	There will be multiple contracts to complete this project over the next year to two years. Cal-Inc. for environmental work is first followed by either roof repairs or parking expansion in 2005.	

11.44.03 BUS REHAB/RENOVATE - ADMIN/MAINT FACILITY (STP) 0 \$450,000 \$508,302

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Jun. 30, 2001
	9/30/06 UPDATES - The remaining project for this scope is the Bus Maintenance Facility Roof Repair. A IFB went out earlier this year and bids comes back. All bids were rejected with recently city council approval. There was an issue with the siding that was included in the IFB and it was bid separately. The lowest bidder had the highest siding bid by ~250%. Thus all bids were rejected. With the short staff in the city, the IFB just recently went out. The pre-bid conference is scheduled for Oct.13th and the bid close date is Oct. 19th.	
2.	Contract Award	Aug. 01, 2001
3.	Contract Complete	Sep. 30, 2003

11.31.02 ENG/DESIGN - BUS STATION (CMAQ) 0 \$111,000 \$125,382

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Mar. 30, 2001
2.	Contract Award	May. 01, 2001
3.	Contract Complete	Sep. 30, 2001
	This phase includes Environmental, Preliminary Engineering and Design activities of the project	

11.33.02 CONSTRUCT - BUS STATION (CMAQ) 0 \$314,000 \$443,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Dec. 01, 2001
2.	Contract Award	Jul. 01, 2002
3.	Contract Complete	Aug. 01, 2003
	final checklist items under review	

11.76.91 REAL ESTATE ACQUISITION (CMAQ) 0 \$221,000 \$250,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Jun. 01, 2001
	Real estate acquisition completed December 2002.	
2.	Contract Complete	Sep. 01, 2001
	Contract is complete when City receives Title to property	
3.	Contract Award	Sep. 01, 2001

11.33.20 CONSTRUCT - MISC BUS STATION EQUIPMENT(CMAQ) 0 \$26,000 \$30,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Jan. 01, 2002
2.	Contract Award	May. 01, 2002
3.	Contract Complete	May. 30, 2003
	final checklist items currently under review	

11.13.33 BUY FERRY BOATS FOR EXPANSION - (FHWA FERRY BOAT DISC FDS) 1 \$879,000 \$1,098,750

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Apr. 01, 2001
2.	CONTRACT AWARDED	Dec. 01, 2001
3.	FIRST VEHICLE DELIVERED	Mar. 03, 2003
4.	ALL VEHICLES DELIVERED	Mar. 03, 2003
5.	CONTRACT COMPLETE	Jun. 30, 2003
	Vessel delivered;retention paid, but warranty extends another full year until 6/30/2005.	

11.44.03 REHAB/RENOVATE - FERRY FACILITY - STP 0 \$248,000 \$450,316

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Apr. 01, 2000
2.	Contract Award	Jun. 01, 2000
3.	Contract Complete	Sep. 30, 2003
	PSE for ferry maintenance facility projected completion date.	

Part 5. Environmental Findings

11100 BUS -(ADA 10%) ROLLING STOCK 0 \$526,082 \$658,082

Finding No. 1 - Class II(c)

C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

117C00 NON FIXED ROUTE ADA PARATRANSIT SERVICE 0 \$526,082 \$658,082

Finding No. 1 - Class II(c)

C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

114211 ACQUIRE - SUPPORT VEHICLES (STP) 2 \$44,000 \$50,000

Finding No. 1 - Class II(c)

C17 - Purchase of vehicles

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

Finding Details: Categorically exempt

114103 BUS ENG/DESIGN - ADMIN/MAINTENANCE FACILITY (STP) 0 \$53,000 \$60,000

Finding No. 1 - Class II(d)

D09 - Reconstruction of rail & bus buildings

Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where only minor amounts of additional land are required and there is not a substantial increase in the number of users.

Finding Details: Bus Maintenance Facility - Environmental was completed under prior FTA application CA-09-X989 (awarded September 99) This request complies with the criteria set forth under 23 CFR 771.117(a). This review, which is based on past experience with similar projects, finds that this project: does not induce significant environmental impacts to planned growth or land use for the area; does not require the relocation of significant numbers of people; does not have a significant impact on natural, cultural, recreational, historical or other resources; does not involve significant air, noise, or water quality impacts; does not have significant impacts on travel patterns; or does not otherwise, either individually or cumulatively, have any significant environmental impacts.

Finding No. 2 - Class I

Draft EIS Date: None Specified
 Final EIS Date: None Specified
 FTA ROD Date: None Specified

114403 BUS REHAB/RENOVATE - ADMIN/MAINT FACILITY (STP)	0	\$450,000	\$508,302
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Finding No. 1 - Class II(d)**D09 - Reconstruction of rail & bus buildings**

Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where only minor amounts of additional land are required and there is not a substantial increase in the number of users.

Finding Details: Bus Maintenance Facility - Environmental was complete under prior FTA grant application CA-09-X989. Environmental documents on file - this project is a continuation.

11300 BUS - STATION/STOPS/TERMINALS	0	\$672,000	\$848,382
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Finding No. 1 - Class II(d)**D10 - Construction of bus transfer facilities**

Construction of bus transfer facilities (an open area consisting of passenger shelters, boarding areas, kiosks and related street improvements) when located in a commercial area or other high activity center in which there is adequate street capacity for projected bus traffic.

113102 ENG/DESIGN - BUS STATION (CMAQ)	0	\$111,000	\$125,382
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Finding No. 1 - Class II(c)

C01 - Engineering/Design/Planning/Tech.Studies

Activities which do not involve or lead directly to construction, such as planning and technical studies; projects for training and research programs; planning activities eligible for assistance listed in 23 U.S.C. 134, 135, and 307(c); planning activities related to approval of a unified work program and any findings required in the planning process pursuant to 23 C.F.R. Part 450, activities for state planning and research programs pursuant to 23 C.F.R. Part 420; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.\n\n

Finding Details:**1. Request**

This is a request for a Categorical Exclusion (CE) under 49 CFR 771.117(d)(10) by the city of Vallejo for the Sereno Bus Transfer Center project in Vallejo, CA.

2. Background/Project Description

Vallejo is requesting Congestion Mitigation and Air Quality (CMAQ) funds for the project in pending grant CA-90-Y083.

The Sereno Bus Transfer Center project is part of a larger project, which includes a low cost housing project. Project sponsors include the Vallejo's Transportation Division, Redevelopment Agency, and Housing Authority.

The projects will be constructed on a vacant 5.86 acre parcel situated mid block between Solano Avenue and a railroad line. To the north are an office building, a vacant parcel, and a commercial shopping center. To the south across Sereno Drive is a commercial shopping center. To the east there are railroad tracks, along with commercial and light industrial sites fronting on Broadway. To the west are a commercial building, a wetlands area, and Sonoma Boulevard.

The transit center project relocates the current "on-street" bus facility and creates an "off-street" that will consolidate all routes into a common area and facilitate easy transfer between routes and transit operators in a safe environment. The transit center, which would be constructed on an-.85-acre parcel, would include 8 bus stops serving 7 Vallejo Transit bus routes.

An Initial Study and a Proposal to accept a Mitigated Negative Declaration was prepared by the City of Vallejo and was made available to the public for review on March 22, 2001. The Planning Commission held a public hearing on the project on April 16, 2001. Issues pertaining to soil contamination, traffic impacts and adequacy of parking were raised and satisfactorily addressed. Impacts identified as requiring mitigation measures in the Initial Study were limited to air quality, noise and traffic. With the suggested mitigation measures in the study, these impacts were categorized as less than significant. The Planning Commission recommended that the City Council adopt the Mitigated Negative Declaration. On May 15, 2001, the Vallejo City Council adopted the Mitigated Negative Declaration.

3. Environmental Finding

The request complies with the criteria set forth under 23 CFR 771.117(a). The review, which is based on past experience with similar projects, finds that this project: does not induce significant environmental impacts to planned growth or land use for the area; does not require the relocation of significant numbers of people; does not have a significant impact on natural, cultural, recreational, historical or other resources; does not have a significant air, noise, or water quality impacts; does not have significant impacts on travel patterns; or does not otherwise, either individually or cumulatively, have any significant environmental impacts.

The City of Vallejo considers this proposal to be a Categorical Exclusion. Under NEPA, the Department of Transportation 23 CFR Part 771.117 (d) (10) states that construction of bus transfer facilities (an open area consisting of passenger shelters, boarding areas, kiosks and

related street improvements) when located in a commercial area or other high activity center in which there is adequate street capacity for projected bus traffic is exempt. This proposed project fulfills this requirement.

The documentation submitted by the City of Vallejo demonstrates the criteria for the issuance of a CE under 23CFR Part 771.117(a)(10). The City has declared that no significant environmental impact will result from the proposed project at this site.

111333 BUY FERRY BOATS FOR EXPANSION - (FHWA FERRY BOAT DISC FDS)	1	\$879,000	\$1,098,750
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Finding No. 1 - Class II(c)

C17 - Purchase of vehicles

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

114403 REHAB/RENOVATE - FERRY FACILITY - STP	0	\$248,000	\$450,316
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Finding No. 1 - Class II(d)

D09 - Reconstruction of rail & bus buildings

Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where only minor amounts of additional land are required and there is not a substantial increase in the number of users.

Finding Details:

1. Request

This is a request for a Categorical Exclusion (CE) under 49CFR 771.117(d)(9) by the city of Vallejo for the Baylink-Mare Island, Ferry Maintenance Facility in Vallejo, CA.

2. Background/Project Description

Vallejo is requesting federal ferryboat discretionary funds for the project in pending grant CA-90-Y083.

The proposed project is located on the eastern waterfront of Mare Island, fronting on Mare Island Strait. Specifically, the proposed project would relocate the existing Baylink-Mare Island Ferry Maintenance Facility from its current location at Building 477 (north of 7th Street), to Building 165, approximately 1/2 mile to the south. The more southerly location of Building 165 is preferable from an operational standpoint as it is immediately opposite Mare Island Strait from the existing Ferry Terminal complex. Building 165 is located in Reuse Area 3, as described in the Mare Island Final Reuse Plan. Area 3 spans approximately 3900 feet between the Historic Area and the Causeway and is characterized by clusters of industrial and office buildings and large open expanses of paved surfaces used for parking, laydown storage and miscellaneous uses. The topography is flat and large industrial buildings interrupt the grid street system.

Building 165 is an historic building constructed in 1905 by the Navy. Various additions and

modifications to the building have taken place over the past century. Reuse of the building will require historic renovation in compliance with the provisions (performance standards) set forth in the Vallejo Municipal Code, Chapter 16.38 - Architectural Heritage and Historic Preservation Ordinance, Mare Island Amendment. A Memorandum of Agreement with the State Historic Preservation Officer exists.

Building 165 was built by the Navy in 1905, and was used as a lead castings shop. In the 1970's the west wall of the 10,000 square foot, two-story brick structure was removed to accommodate a 2,750 square foot addition. During the operational period of Mare Island Naval Shipyard, numerous pipes, ducts, and vents were added to the exterior of the structure.

Building 165 is located within the area designated as a National Historic Landmark District. As required by Section 106 of the National Historic Preservation Act and its implementing regulations, the Navy consulted with the State Historic Preservation Office (SHPO), the Advisory Council on Historic Preservation (ACHP), and the City of Vallejo, to identify ways to avoid or mitigate any adverse effects to historic properties, resulting in the execution of a Memorandum of Agreement (MOA). All Mare Island Naval Shipyard disposal and reuse actions must be implemented in compliance with the terms of the MOA, which was signed by the Navy, SHPO, the ACHP, with the City of Vallejo and the National Park Service signing as concurring parties.

The City of Vallejo has added a Mare Island Amendment to city's Architectural Heritage and Historic Preservation Ordinance (Chapter 16.38 of the Municipal Code) to codify the requirements for reuse of historic buildings on Mare Island. As stated in Section 16.38.030, "The purpose of the Mare Island amendment is to establish standards, procedures and regulations for contributing resources on the former Mare Island Naval Shipyard....These standards procedures and regulations provide for a balanced approach to preservation consistent with the city's economic development and land use goals for the successful and expeditious reuse of the island."

The City of Vallejo is proposing to renovate and restore Building 165 as a maintenance facility for the Baylink-Mare Island Ferry. Rehabilitation and adaptive reuse of the building will comply with Chapter 16.38 of the Municipal Code and the Secretary of the Interior's "Standards for the Treatment of Historic Properties".

for lead forming operations such as shaping, cutting, melting and casting until the shop was officially closed in 1995. The base closure files indicate that the removal of lead from the building has been accomplished.

The relocated maintenance facility would accommodate ferry maintenance, repair, cleaning, fuel storage, administrative office space and docking facilities. Building 165 includes 5000 square feet of floor area on the second floor for administrative offices, and 5000 square feet on the ground floor for shop space. A 1970's constructed area at the rear of the building would provide 2750 square feet of storage for oversized equipment.

The proposed project includes 400 linear feet of dock space for vessel moorage that would be provided to the north of the area currently reserved for the Mare Island Historic Park Foundation (MIHPF) for temporary docking of historic vessels. The dock area has been deep dredged in the past to support submarine and deep draft vessels; therefore, no dredging would be required to accommodate the ferry vessels.

Fuel storage would be provided in three 12,000 gallon above ground fuel storage tanks, adjacent to the south side of Building 165. A total of 36,000 gallons of #2 marine diesel oil could be stored on site, providing a one-month supply. Fuel tank construction is regulated by state and federal agency requirements which include seismically engineered, self contained design, double wall construction, and a berm surrounding the tanks to control accidental spills. No excavation would be necessary for construction of the above-ground tanks. Existing under ground vaults will be used to bring power, water and fuel to the dock, and to pump wastewater from the ferries. The new fuel tanks would be enclosed by a brick wall, which would be designed to be consistent with the architecture of the historic structure. The wall

would also function as a berm to contain any accidental spills. Fuel trucks used to fill the tanks will be required to park in a bermed area for all loading and transfer of fuel into the tanks.

The proposed relocation of the Ferry Maintenance Facility would not increase the number of employees, which would remain at 26. Trips by vendors to the new facility would remain constant, with the exception of fuel deliveries, which would decrease due to the installation of larger fuel storage tanks. There would be no impact on existing traffic loads or capacity of the street system.

The public was noticed when the City passed a resolution seeking funding for the project and more recently when the City passed a resolution in support of a mitigated negative declaration for the Ferry Maintenance Facility at Mare Island. The public was also noticed at the County level when the Solano Transportation Authority adopted a program of projects. No comments were made regarding any of the above.

3. Environmental Finding

The request complies with the criteria set forth under 23 CFR 771.117(a). The review, which is based on past experience with similar projects, finds that this project: does not induce significant environmental impacts to planned growth or land use for the area; does not require the relocation of significant numbers of people; does not have a significant impact on natural, cultural, recreational, historical or other resources; does not have a significant air, noise, or water quality impacts; does not have significant impacts on travel patterns; or does not otherwise, either individually or cumulatively, have any significant environmental impacts.

The City of Vallejo considers this proposal to be a Categorical Exclusion. Under NEPA, the Department of Transportation 23 CFR Part 771.117(d) (9) states that rehabilitation or reconstruction of existing rail buildings and ancillary facilities where only minor amounts of additional land are required and there is not a substantial increase in the number of users is exempt. The proposed project allows for both requirements.

The documentation submitted by the City demonstrates the criteria for the issuance of a CE under 23 CFR Part 771.117(a)(9). The City has declared that no significant environmental impact will result from the proposed project at this site.

Donna Turchie of FTA discussed the project with Hans Krietzberg at the CA SHPO on 9/1/01. He verified the information above and that contained in the MOA. FTA will NOT need to consult with SHPO on this project.

Part 6: Fleet Status

Waterborne

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	2	1	3
	B. Spares	1	0	1
	C. Total (A+B)	3	1	4
	D. Spare Ratio (B/A)	50.00%	0.00%	33.33%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0

	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	3	1	4

Part 7. FTA Comments

General Review

Comment Title:	New Comment
Comment By:	Donna Turchie
Date Created:	Mar. 20, 2001
Date Updated:	Sep. 19, 2001
Ref Section:	Project Overview
Comment:	<p>Part II Project Manager - enter D.Turchie/P.Barros Section of Statue - Change to 5307 EO12372 Rev - answer Yes . This means you must send a copy of the TEAM grant to the State Clearing House in Sacramento. Enter the date this was done in the box below. Supp Agreement - Answer Yes, this should have changed when you corrected the statute. Also, a Fed. Domestic Asst. # should appear when 5307 is entered.</p> <p>Part 3 Budget For each ALI that has flex funds, you should enter in the body of the line item test, the type of funds in parenthesis, i.e. buy 37 foot exp bus (STP). Your ferry project should be (FHWA Ferry Boat Disc).</p> <p>Line items 11.44.03 and 11.31.02 cannot exceed 88.53%. This needs to be changed. I noticed some of the other line items are a bit under, so you can balance them out.</p> <p>For the justification on the 2 line items concerning the rehab of the bus maintenance facility, you should have a couple of paragraphs describing the project. You may note that it is in the prior grant, but you need to describe what we are funding. You may copy and paste from the prior grant, if necessary.</p> <p>Part 4 - Milestones On ALI 11.76.91 - It seems strange to award the contract and complete it on the same day. Maybe you need to change milestone description, or add another.</p> <p>Part V - Environmental The bus rehab project cat d was approved on 6/5/00 by FTA. You should enter in the comments section that in accordance with 23 CFR 771.129(c), that the original finding remains valid and there are no changes in impacts.</p> <p>For the Serano and Ferry Rehab projects, you must prepare a request for the CE with the information similar to what was used in grant CA90X989 for the rehab or the maintenance facility. There will be a small repeat of the info in your project justification, but most of it will address the environmental impacts that need to be covered in this section.</p> <p>Maps of the Serano and Ferry rehab projects should be mailed to FTA showing the sites and identifying the surrounding streets, property referred to in your description and the zoning.</p> <p>UNION INFORMATION It comes up blank, so I don't know how we did it for your last grant. This is entered under the recipient window under view/modify recipients, then choose</p>

contacts. Click on the arrow and choose union. You must enter the union for the ferry workers and if you have one, for the bus system.

Enter Certs and Assurances under recipient window.

FTA must receive evidence of flex fund transfers from Caltrans to FHWA.
(FTA will notify you of the transfer).

FSTIP - The ferry boat discretionary funds that are programmed in 2002 will need to be moved to 2001. MTC can do this by administrative amendment if all parties agree that moving the project will result in the FSTIP being financially constrained

I cannot locate TIP ID 991015 for the CMAQ of \$26,000 for Serano lighting. I also had Jerome check pending amendments, but it is not on MTC site. If this is an error on the web, have you MTC rep or Dana Lang, fax me the item from the FSTIP.

Will need a concurrence letter or e-mail from MTC. RCVD

Comments to DOL

Comment Title:	New Comment
Comment By:	Donna Turchie
Date Created:	Sep. 04, 2001
Date Updated:	None Specified
Ref Section:	Project Overview
Comment:	<p>Amalgamated Transit Union, Local 1225 54 Mint Street, Suite 300 55 San Francisco, CA 94103 415-974-6655</p> <p>International Brotherhood of Electrical Workers Local 2376 P.O. Box 1111 Vallejo, CA 94590</p> <p>Inland Boatman's Union 450 Harrison Street San Francisco, CA 94105 415-896-1224</p> <p>Masters Mates & Pilots 700 Maritime Blvd. Lithicum Heights, MD 21090-1941 410-850-8700 Head Quarters</p>

Part 8: Results of Reviews

Type:	Error
-------	-------

Location:	Unknown
Description:	Yes/No not selected for the 1% security grant requirement.
Instructions:	Go to the Project Information window and make the required selection.

Part 9: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-8, October 1, 2001)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(8), October 1, 2001, [<http://www.fta.dot.gov/library/legal/agreements/2002/ma.html>]; and
- (2) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE U.S. GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD AS SET FORTH ON THE NEXT PAGE.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-90-Y083-00

Grantee: CITY OF VALLEJO

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula

Estimated Total Eligible Cost (in U.S. Dollars): \$3,673,832

Maximum FTA Amount Approved [Including All Amendments] (in U.S. Dollars): \$2,872,082

Amount of This FTA Award (in U.S. Dollars): \$2,872,082

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description below.

Date of U.S. Department of Labor Certification of Transit Employee Protective Arrangements:
Original Project Certification Date: 10/11/2001

Project Description: The Project Description includes information describing the Project within the Project Application submitted to FTA and the Approved Project Budget, modified by any additional statements herein.

FY 2001 Capital and Operating (5307

Awarded By:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
01/07/2002

EXECUTION OF GRANT AGREEMENT

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

Executed by:
David R Martinez
City Manager
CITY OF VALLEJO
02/05/2002

--- Page 1 ---

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-8, October 1, 2001)**

The Federal Transit Administration is required by 49 U.S.C. § 5307 to enter into a formal agreement with the Designated Recipient for projects that the Designated Recipient does not carry out directly. Under this Grant Agreement, the Grantee is not the Designated Recipient. Therefore, in accordance with 49 U.S.C. § 5307, the Designated Recipient hereby agrees to permit the Grantee under this Grant Agreement to receive and dispense the Federal assistance funds described in this Grant Agreement. The Designated Recipient further agrees that the Grantee shall assume all responsibilities set forth in this Grant Agreement.

The Federal Government and the Grantee under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grantee as described above.

FTA Official:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
01/07/2002

Designated Recipient Official:
Steve Heminger
Executive Director
CITY OF VALLEJO
01/30/2002

Grantee:
David R Martinez
City Manager
CITY OF VALLEJO
02/05/2002

APPENDIX F

Sample Public Notice

Proposed FY 2015-2020 Fare Program

San Francisco Bay Ferry

San Francisco Bay Ferry is seeking public input on a proposed FY 2015-2020 Fare Program. The proposed Fare Program would: establish consistent fare categories, streamline fare products, and establish consistent discount pricing. These initial changes would be implemented beginning in November 2014. The Program would also introduce annual fare increases designed to offset inflationary cost increases and rising operational and fuel costs. Annual fare increases would begin in July 2015 and continue for the duration of the Fare Program.

To review the proposed Fare Program, visit www.sanfranciscobayferry.com. Then under “News” select “Proposed Fare Program.”

To facilitate public comment, S.F. Bay Ferry will hold informational meetings in Oakland, Vallejo, Alameda and San Francisco. The open house style meetings will allow riders to drop-in during the following times and locations to review the proposed Program, ask questions, and provide comments:

Wednesday, May 28, 2014 from 5:00 p.m. to 7:00 p.m.

Port of Oakland – Exhibit Room
530 Water St, Oakland

Thursday, May 29, 2014 from 5:30 p.m. to 7:30 p.m.

Vallejo City Hall - City Council Chambers
555 Santa Clara St., Vallejo

Tuesday, June 3, 2014 from 5:00 p.m. to 8:00 p.m.

Alameda Main Library – Community Room
1550 Oak Street, Alameda

Wednesday, June 4, 2014 from 11:30 a.m. to 1:30 p.m.

Port of San Francisco – Bayside Conference Room
Pier 1, San Francisco



If you are unable to attend an informational meeting or would prefer to submit your comments in writing, please send your input by email to fareprogram@watertransit.org or by letter to San Francisco Bay Ferry, Pier 9, Suite #111, The Embarcadero, San Francisco, CA 94111. All comments or questions should be submitted to San Francisco Bay Ferry by July 15, 2014 to ensure that your input is considered.

In August 2014, a Public Hearing will be scheduled to receive public comments on the final proposed Fare Program. The final proposal would be presented to the WETA Board for possible approval at its regularly scheduled meeting in September 2014.

如需中文資訊，請訪問 www.sanfranciscobayferry.com/proposed-fare-program 獲得該通知的副本。

Si necesita información en español por favor visite www.sanfranciscobayferry.com/proposed-fare-program para obtener una copia de este aviso.

三藩市海灣渡輪 (San Francisco Bay Ferry)

三藩市海灣渡輪正就擬議的2015-2020財年車費計劃徵求公眾意見。提議的票價計劃將：建立統一的票價類別、精簡票價產品，並建立一致的折扣價格。這些最初的變化將於2014年11月開始實施。該計劃還將每年加價，目的是抵消通貨膨脹及不斷上漲的運營和燃料的成本費用。每年加價計劃將於2015年7月開始並在該車費計劃中持續進行。

想要查閱建議的票價計劃，請訪問www.sanfranciscobayferry.com，然後在“新聞” (“News”) 標題下選擇“車費計劃提議” (“Proposed Fare Program”) 進行瀏覽。

為方便聽取公眾意見，三藩市海灣渡輪 (S.F. Bay Ferry) 將在奧克蘭、Vallejo、阿拉米達和三藩市舉行說明會。這種開放式會議將允許乘客在以下時間和地點屆時前來閱覽提議的計劃、提出問題並提出意見：

星期三，2014年5月28日，下午5:00 至晚上7:00
Oakland港口 - 展覽室 (Exhibit Room)
530 Water St, Oakland

星期四，2014年5月29日，下午5:30至晚上7:30
Vallejo 市政廳 (City Hall) - 市府會議廳 (City Council Chambers)
555 Santa Clara St., Vallejo

星期二，2014年6月3日，下午5:00至晚上 8:00
Alameda 主圖書館 - 社區室 (Community Room)
1550 Oak Street, Alameda

星期三，2014年6月4日，上午11:30至下午1:30
三藩市港口 - 灣畔會議室 (Bayside Conference Room)
1號碼頭，三藩市



根據要求，可在任何上述會議上提供現場的翻譯人員。如需翻譯員服務，請在這些會議開始之前至少5天致電415-705-8291提出要求。

如果您無法出席說明會，或更希望以書面形式提交您的意見，請電郵發送您的意見至fareprogram@watertransit.org 或寫信給San Francisco Bay Ferry, Pier 9, Suite #111, The Embarcadero, San Francisco, CA 94111。所有的意見或疑問都應在2014年7月15日之前提交給三藩市海灣渡輪 (San Francisco Bay Ferry)，才能確保考慮您的意見。

在2014年8月，將安排舉行一個公開聽證會接受公眾對票價計劃最終提議的意見。最後的提議將提交給WETA董事會，爭取在2014年9月的定期會議上獲得批准的可能。

San Francisco Bay Ferry

El Ferry de la Bahía de San Francisco (San Francisco Bay Ferry) está buscando por la participación pública en un programa de tarifa propuesta para los años fiscales 2015-2020. El programa de tarifa propuesta: establecería categorías de tarifas consistentes, racionalizaría los productos de las tarifas, y establecería descuentos consistentes en el precio. Estos cambios iniciales se implementarían a principios de noviembre de 2014. El programa también presentaría aumentos de tarifas anuales diseñados para compensar el aumento del costo de inflación y el aumento de costos operacionales y de combustible. Los aumentos de tarifa anual comenzarían en Julio de 2015 y continuará durante la duración del programa de tarifa.

Para revisar el programa de tarifa propuesta, visite www.sanfranciscobayferry.com. Luego bajo “Noticias” (“News”) seleccione “programa de tarifa propuesta” (“Proposed Fare Program”).

Para facilitar el comentario, S.F. Bay Ferry sostendrá reuniones informativas en Oakland, Vallejo, Alameda y San Francisco. Las reuniones tipo casa abierta les permitirá a los pasajeros llegar durante las siguientes horas y ubicaciones para revisar el programa propuesto, hacer preguntas, y proporcionar comentarios:

Miércoles, 28 de mayo de 2014 de 5:00 p.m. a 7:00 p.m.

Port of Oakland – en la sala de exposiciones (Exhibit Room)
530 Water St, Oakland

Jueves, 29 de mayo de 2014 de 5:30 p.m. a 7:30 p.m.

Vallejo City Hall – Cámara de Consejo Municipal (City Council Chambers)
555 Santa Clara St., Vallejo

Martes, 3 de junio de 2014 de 5:00 p.m. a 8:00 p.m.

Alameda Main Library – Salón comunitario
1550 Oak Street, Alameda

Miércoles, 4 de junio de 2014 de 11:30 a.m. a 1:30 p.m.

Port of San Francisco – Sala de conferencias Bayside
Pier 1, San Francisco



A petición, traductores en persona están disponibles en cualquiera de las reuniones mencionadas arriba. Por favor solicite un traductor llamando al 415-705-8291 al menos 5 días antes de la reunión.

Si usted no puede asistir a una reunión informativa o preferiría enviar sus comentarios por escrito, por favor envíelos por correo electrónico a fareprogram@watertransit.org o por carta a San Francisco Bay Ferry, Pier 9, Suite #111, The Embarcadero, San Francisco, CA 94111. Todos los comentarios o preguntas deben ser enviados a San Francisco Bay Ferry antes del 15 de julio de 2014 para asegurar que su participación es considerada.

En agosto de 2014, se programará una audiencia pública para recibir los comentarios públicos en el programa de tarifa propuesta. La propuesta final será presentada al Consejo de WETA para la posible aprobación en su reunión regularmente programada en septiembre de 2014.

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2015-13

APPROVE 2015-18 TITLE VI PROGRAM UPDATE

WHEREAS, Title VI of the Civil Rights Act of 1964 is a federal statute that provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; and

WHEREAS, all programs receiving financial assistance from the Federal Transit Administration (FTA) are subject to Title VI and the U.S. Department of Transportation's implementing regulations at 49 CFR part 21; and

WHEREAS, the San Francisco Bay Area Water Emergency Transportation Authority (WETA), as the operator of San Francisco Bay Ferry, is a recipient of financial assistance from FTA; and

WHEREAS, FTA requires that all direct and primary recipients of FTA financial assistance document their compliance by submitting an updated Title VI Program once every three years; and

WHEREAS, an update to the WETA Title VI Program is due to FTA on June 1, 2015; and

WHEREAS, WETA has prepared an update to the Title VI Program in accordance with the requirements detailed in FTA Circular 4702.1B (dated October 1, 2012).

RESOLVED, that the Board of Directors hereby approves the 2015 update to the Title VI Program.

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 May 7, 2015.

YEA:
NAY:
ABSTAIN:
ABSENT:

/s/ Board Secretary

2015-13

END

MEMORANDUM

TO: Board Members

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

SUBJECT: Authorize Executive Director to Negotiate and Execute a Lease Agreement with the United States Navy for the Waterside Phase of the North Bay Maintenance Facility Project

Recommendation

Authorize Executive Director to negotiate and execute a Lease Agreement with the United States Navy (Navy) and take any other such related actions.

Background

The North Bay Maintenance Facility project was originally identified and developed by the City of Vallejo (City) and transitioned to WETA with the transition of Vallejo ferry service operations. The project includes landside improvements, a new fuel storage and delivery system along with office, warehouse and maintenance space. The landside phase is near completion and construction of the waterside phase will be underway soon. The waterside phase will construct a system of modular floats and piers, gangways, and over-water utilities.

The waterside lease area is comprised of 3.58 acres of Navy-owned submerged lands in Mare Island Strait. While currently owned by the Navy, this property will ultimately revert to the City as a part of a larger Mare Island Naval Shipyard (MINS) property transfer transaction to take place per the 2002 Mare Island Property Settlement and Exchange Agreement between the City, State, Navy, Lennar Mare Island, LLC. It is anticipated that ownership of the lands within the MINS will revert to the City by 2021.

Discussion

WETA staff initiated coordination with the Navy to secure access to the submerged lands required to implement the North Bay Maintenance and Operations Facility project immediately following the project transitioned to WETA in 2012. In July 2012, the Navy issued a letter of intent to lease the submerged lands to WETA. The letter outlined the process required to execute the lease including a Finding of Suitability to Lease (FOSL) and environmental review pursuant to the National Environmental Policy Act (NEPA). The Navy is required to complete a FOSL because the property is located in a Remediation Investigation area with environmental contamination concerns. The FOSL sets forth the basis for the Navy's determination that the leased premises are suitable for leasing.

The FOSL was completed in September 2013 and the property was found suitable to lease. The Navy is also required to complete an Environmental Assessment (EA), pursuant to the NEPA. The EA was completed in April 2015. Completion of the FOSL and NEPA review allows the Navy to execute a lease for the project property.

The term of the proposed lease agreement is for five years with an option to extend the term up to a total of ten years. This is the maximum lease term allowed by the US Navy. After the maximum term, a new lease would be required. A new lease agreement would also be required once ownership of the lands reverts to the City. The City has been involved throughout the coordination process with the Navy and will issue a concurrence letter acknowledging the lease agreement prior to its execution.

There is no cost for this lease due to the public benefit provided by the project.

Staff recommends that the Board authorize the Executive Director to negotiate and execute the Lease Agreement with the US Navy for the waterside phase of the North Bay Maintenance Facility, a draft of which is provided as **Attachment 1**.

Fiscal Impact

There is no fiscal impact associated with this item.

Attachment(s):

- A. Lease Agreement for Waterside Phase of the North Bay Maintenance Facility Project

END

DEPARTMENT OF THE NAVY
GENERAL PURPOSE OUTLEASE
TABLE OF CONTENTS

Draft of 30 March 2015

All correspondence in connection with
this lease should include reference to
N4769215RP15P15
Former Mare Island Naval Shipyard

PARAGRAPH

PREAMBLE	X
1. LEASED PREMISES	X
2. TERM	X
3. CONSIDERATION	X
4. USE OF LEASED PREMISES	X
5. TECHNICAL REQUIREMENTS AND TOWER TELECOMMUNICATIONS EQUIPMENT	X
6. ASSIGNMENT AND SUBLEASING	X
7. FINDING OF SUITABILITY TO LEASE	X
8. ALTERATIONS/RESTORATION	X
9. ACCESS BY GOVERNMENT	X
10. UTILITIES AND SERVICES	X
11. CRANE OPERATIONS ON LEASED PREMISES AND PERMITS	X
12. NONINTERFERENCE WITH GOVERNMENT OPERATIONS	X
13. PROTECTION AND MAINTENANCE OF LEASED PREMISES	X
14. ENVIRONMENTAL PROTECTION PROVISIONS	X
15. TERMINATION	X
16. INDEMNIFICATION	X
17. INSURANCE	X
18. LABOR PROVISIONS	X
19. SUBMISSION OF NOTICES	X
20. AUDIT	X
21. AGREEMENT	X
22. FAILURE TO INSIST ON COMPLIANCE	X
23. DISPUTES	X
24. COVENANT AGAINST CONTINGENT FEES	X
25. OFFICIALS NOT TO BENEFIT	X
26. LIENS	X
27. TAXES	X

DEPARTMENT OF THE NAVY
GENERAL PURPOSE OUTLEASE
TABLE OF CONTENTS (CONTINUED)

All correspondence in connection with
this contract should include reference to
N4769215RP15P15
Former Mare Island Naval Shipyard

PARAGRAPH

28. SUBJECT TO EXISTING AND FUTURE EASEMENTS AND RIGHTS-OF-WAY.....	X
29. INGRESS, EGRESS, PARKING AND SECURITY.....	X
30. ADMINISTRATION.....	X
31. DAMAGE TO THE LEASED PREMISES.....	X
32. APPLICABLES RULES AND REGULATIONS.....	X
33. SUBCONTRACTORS AND AGENTS FOR LESSEE.....	X
34. SURRENDER.....	X
35. ATTACHMENTS.....	X

All correspondence in connection with
this lease should include reference to
N4769215RP15P15
Former Mare Island Naval Shipyard

**LEASE
BETWEEN
THE UNITED STATES OF AMERICA
AND
SAN FRANCISCO BAY WATER EMERGENCY TRANSPORTATION AUTHORITY**

THIS LEASE, executed this ____ day of _____2015, by and between THE UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "**Government**", and the San Francisco Bay Water Emergency Transportation Authority, hereinafter referred to as "**Lessee**".

W I T N E S S E T H:

WHEREAS, Government has declared certain real property, as more particularly described in Paragraph 1, surplus at the former Mare Island Naval Shipyard ("MINS"), Vallejo, California; and

WHEREAS, certain portions of MINS were described in State land grants and the State of California, acting by and through the State Lands Commission ("State"), claims that these lands are reversionary and subject to sovereign state title, including the submerged lands east of MINS in the Mare Island Strait; and

WHEREAS, the City of Vallejo ("City") is a recognized Trustee for those lands in which the State claims a reversionary interest; and

WHEREAS, the State, City, and Lennar Mare Island, LLC executed the Mare Island Property Settlement and Exchange Agreement ("Settlement Agreement") on February 28, 2002, to settle property disputes between the parties related to reversionary lands subject to sovereign state title; and

WHEREAS, the Settlement Agreement is a recorded instrument that memorializes the property exchange agreement and property transfer protocol for MINS; and

WHEREAS, the Settlement Agreement identifies Parcel I, the portion of MINS west of the joy survey line, and Parcel IX, the submerged lands surrounding MINS to the south and east, for reversion to the State and commits the State to accepting title to the entirety of Parcels I and IX when it is environmentally suitable for transfer; and

WHEREAS, the Lessee, a regional public transit agency formed by California SB 976, is proposing to construct and operate a new ferry maintenance facility and related waterside facilities, including but not limited to ramps, pilings, docks and floats ("Waterside Facilities" for the benefit of the public on the eastern waterfront of MINS, a portion of which would lie within the submerged lands of Parcel IX; and

WHEREAS, in correspondence dated _____, the State has acknowledged its understanding of and expressed their concurrence with the specific terms of this lease, including terms authorizing permanent construction of the Waterside Facilities within a portion of Parcel IX, and;

WHEREAS, in correspondence dated _____, the City has acknowledged its understanding of and expressed their concurrence with the specific terms of this lease, including terms authorizing permanent construction of the Waterside Facilities within a portion of Parcel IX, and;

WHEREAS, the Government has not yet completed all remedial actions necessary to comply with the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") and thereby transfer the property, but has determined in coordination with State and Federal regulators that, subject to certain terms and conditions defined herein, the subject property is suitable for lease; and

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, Government and Lessee hereby agree as follows:

1. LEASED PREMISES.

Government does hereby lease, rent, and demise to Lessee, and Lessee does hereby hire and rent from the Government the Leased Premises, consisting of 3.58 acres of submerged land as more particularly described and/or shown in **Attachment "A"** ("Leased Premises"), subject, however, to the Lessee's responsibility to

accommodate any need for Government access as described in Paragraph 14.

2. TERM.

A. Firm Term.

(1) The term of this Lease shall be for a period of five (5) years beginning on _____, 2015 and ending on _____ 2020, unless sooner terminated in accordance with the provisions of Paragraph 15, Termination; and

B. Optional Renewal Terms.

(1) Lessee may extend the term of this lease by delivery to the Navy Real Estate Contracting Officer ("RECO") written notice of its intention to extend no later than One Hundred Eighty (180) days prior to the expiration of the then current term.

(2) No extension shall be granted which creates a total term in excess of ten (10) years.

3. CONSIDERATION.

The Secretary of the Navy has determined that a public interest will be served as a result of this Lease, and that the fair market value of the Lease is either unobtainable or not compatible with such public benefit, and that consequently, consideration for this Lease will be at less than fair market value.

As consideration for this Lease, Lessee agrees to assume full responsibility for operation, protection, maintenance and repair of the entire Leased Premises, including any costs associated with the compliance of environmental laws related to construction of the Waterside Facilities.

4. USE OF LEASED PREMISES.

A. Lessee, and its sublessees, may use the Leased Premises for the construction, installation, operation and maintenance of a ferry maintenance Waterside Facilities as described in **Attachment "B"**, subject to those uses being consistent with the Final National Environmental Policy Act Environmental Assessment for the Lease of Submerged Lands to Enable Construction and Operation of a Ferry Maintenance Facility at the Former Mare Island Naval Shipyard, Vallejo, California ("EA")(March 2015).

The Lessee understands and acknowledges that this Lease is not and does not constitute a commitment by the Government with regard to any fee title conveyance of the Leased Premises, in whole or in part, to Lessee or any agency or instrumentality thereof, or to any sublessee.

B. Lessee shall not undertake any activity that may affect a historic or archeological property, including excavation, construction, alteration or repairs of the Premises, without the approval of the Government and compliance with Section 106 of the National Historic Preservation Act, 16 U.S.C. §470, and the Archeological Resources Protection Act of 1979, 16 U.S.C. §470 aa. A quay wall, which is a contributing element to the National Register of Historic Places, runs along the shoreline and abuts the Leased Premises. The Government, however, has no knowledge of any historical or archeological property on the Leased Premises. In the unlikely event that historic properties, prehistoric archaeological materials, or human remains are encountered within Navy-owned submerged lands, Lessee shall stop work, secure the site, and immediately contact the Government.

5. TECHNICAL REQUIREMENTS AND TOWER TELECOMMUNICATIONS EQUIPMENT.

~~A. TOWER HEIGHT. Tower to be constructed shall not exceed 138 feet above ground level.~~

~~B. TOWER STRENGTH. Tower must be able to support the Lessee's equipment, at least three subtenants' or licensees' equipment, plus any Government equipment that may be required. The tower shall be built at current wind loading regulations for City of Corpus Christi plus 5%. The tower must be able to allow future upgrades should this be needed due to changes in industry requirements. Any upgrades to the tower to bring it in compliance with current industry standards shall be the responsibility of the Lessee at its cost.~~

~~C. TOWER ACCESS. Lessees, sublessees or licensees and contractors will gain access to the Installation through the Installation Pass and ID Office for NAS Corpus Christi. The Rapid Gate System may be employed on the installation and will require Lessee, sublessees or licensees and contractors to coordinate with the Installation Local Representative, identified on **Attachment F**, attached hereto, for access through the Rapid Gate System. All costs associated with base access shall be solely the responsibility of the Lessee, sublessees or licensees and contractors.~~

~~D. TOWER LIGHTS. The tower must have a red strobe light at the top that will be of such quality and intensity that it will not blind or interfere with night flying operations and will not interfere with pilots wearing night vision goggles. The tower will have one red medium to low intensity light placed on the leg of each tower.~~

~~E. FENCING AROUND PERIMETER OF SITE. The Lessee is required to fence the perimeter of the leased premises to prohibit unauthorized access to the site. The fence shall be 9-gauge wire mesh at least eight (8) feet in height. The Lessee shall perform all maintenance of the fence, all property within the fence and the property around the outside perimeter of the fenced area. This will include the cutting of grass and removal of weeds. The Lessee's grass cutting schedule will correspond with the Government's schedule for adjacent property. The Government's Installation Local Representative identified **Attachment F** will provide this schedule. The Real Estate Contracting Officer will approve all landscaping and camouflage plans. No tree removal will be allowed. No construction, material or equipment laydown will be permitted outside of leased premises. Signage shall be posted on the fencing warning of radiofrequency hazard and prohibiting unauthorized access to the area.~~

~~F. INDUSTRY REGULATIONS AND REQUIREMENTS. The Lessee shall construct and maintain the Leased Premises in accordance with all applicable Federal and State regulations and requirements.~~

~~G. FEDERAL COMMUNICATIONS COMMISSION (FCC) COMPLIANCE. The Lessee must construct, install and maintain all telecommunications equipment in compliance with all applicable Federal, State, and local laws and regulations, including but not limited to FCC regulations.~~

~~H. REVIEW, TESTING AND APPROVAL REQUIREMENTS. A complete listing of the required studies and points of contact is provided as **ATTACHMENT D** (Site Studies). After Notice of Award, the Successful Offeror must conduct or provide existing documentation evidencing the following has been conducted and conditions are unchanged:~~

- ~~1. Electromagnetic Compatibility Review (ECR)~~
- ~~2. Joint Spectrum Analysis (JSA)~~
- ~~3. Hazards of Electromagnetic Radiation to Ordnance (HERO)~~

~~4. Hazards of Electromagnetic Radiation to Personnel (HERP)~~

~~5. Hazards of Electromagnetic Radiations to Fuel (HERF)~~

~~6. Tower Specifications shall be forwarded to the Installation Local Representative, identified on **Attachment F** for review and approval before installation on the tower commences. Specifications shall include modifications and/or extensions to existing base utilities.~~

~~7. Equipment Specification Sheets shall list all equipment. This information will be forwarded to the Installation Local Representative, identified on **Attachment F** for determination of Non-Interference with Department of Navy Operations by the Lessee, prior to execution of the Lease. This information will be incorporated in the Lease as the only allowed use of the property.~~

~~I. MAINTENANCE OF INSTALLED EQUIPMENT. Lessee shall maintain the equipment at all times in such a condition that the equipment remains in compliance with the approvals received following completion of the tests and reviews required by paragraph 5.H. of this Lease. Lessee shall ensure the equipment installed by sublessees or licensees remains in compliance with the approvals received following completion of the tests and reviews required by paragraph 5.H. and 6.C. of this Lease.~~

~~1. If the Lessee or sublessees or licensee are determined to be in non compliant with one or more of the conditions determined by the above described tests and approvals, the Lessee shall have 48 hours to cure. If the Lessee cannot cure within 48 hours of notice to cure from the Government, the Lessee shall cease operating the equipment.~~

~~2. Within 48 hours of receiving notice to cure, the Lessee shall notify the Government in writing if there are any extenuating circumstances that prevent curing the problem within the required 48 hour period. The Government will determine if the Lessee may be granted an extension of the time to cure the problem or will be required to cease operating the equipment found to be non compliant.~~

6. ASSIGNMENT AND SUBLEASING.

A. Lessee shall neither transfer, assign, license or sublet this Lease, or any interest therein or any property on the Leased Premises, or grant any interest, privilege or license whatsoever in connection with this Lease without the prior written consent of Government. Such consent shall not be unreasonably withheld or delayed. Requests associated with assignment or subleasing on this property shall be submitted in writing to the RECO.

B. Any sublease, license or assignment granted by Lessee shall contain a copy of this Lease as an attachment, shall adhere to and be consistent with the terms and conditions of this Lease, and shall terminate immediately upon the expiration, or any earlier termination, of this Lease, without any liability on the part of the Government to Lessee or any sublessee, except as specifically provided in this Lease. No sublease shall relieve Lessee of any of its obligations hereunder. Under any sublease made with or without consent of the Government, the sublessee shall be deemed to have assumed all of the obligations of the Lessee under this Lease. Every sublease shall be subject to, and shall be deemed to contain, the Environmental Protection provisions set forth in Paragraph 14 below and in the Use provisions set forth in Paragraph 4 above. All paragraphs and clauses of this Lease whereby the term "sublessee" is used shall also serve to mean any licensees, sublicenses, contractors, agents or assignees.

C. Consent to the sublease or license shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties to this Lease. Should a conflict arise between the provisions of this Lease and a provision of the sublease, the provisions of this Lease shall take precedence. Upon its execution, a copy of each sublease shall be immediately furnished to the Government.

7. FINDING OF SUITABILITY TO LEASE.

A Finding of Suitability to Lease ("FOSL") is attached to this Lease and by reference is made a part of this Lease as **Attachment "C."** The FOSL sets forth the basis for the Government's determination that the Leased Premises are suitable for leasing. By executing the Lease, Lessee acknowledges that it has received and reviewed the FOSL, is on notice of and understands the notifications and restrictions identified therein, and shall comply with all restrictions set forth therein. In addition, Lessee acknowledges receipt of a copy of the Final Remedial Investigation and Feasibility Study Report for Investigation Area K, former Mare Island Naval Shipyard, Vallejo, California, dated November 2014 ("RI") and the Final

Technical Memorandum Assessing Munitions & Explosives of Concern (MEC) as a Contaminant of Concern for a portion of Area K (Causeway to Berth 24), former Mare Island Naval Shipyard, Vallejo, California dated April 2010 ("MEC Tech Memo"). The FOSL, RI, MEC Tech Memo, and the documents referenced therein describe the baseline environmental condition of the Leased Premises.

8. ALTERATIONS/RESTORATION.

A. Lessee, or any sublessee, shall not construct or make any substantial construction, alterations, additions, modifications, excavations, betterments, or improvements to, installations upon, or otherwise modify or alter the Leased Premises in any way (hereinafter called "work"), without the prior written consent of the Government, other than the project proposed and described in Attachment B and non-material alterations thereto, for which consent is deemed granted upon execution of this Lease. Such consent shall not be unreasonably withheld, conditioned or delayed. Further, such consent may involve a requirement to provide the Government with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the Government, including, but not limited to, any additional review under the National Environmental Policy Act (NEPA) and other applicable environmental laws. For such work in the proximity of any known Installation Restoration Program ("IRP") site, such consent may also include a requirement for consultation with the appropriate regulatory agencies and the written approval of the Government's Remedial Project Manager in addition to approval by the RECO. All such work shall be done in a workmanlike manner and be subject to the requirements of all state and local building codes. Lessee's request to alter the Leased Premises and disturb the sediment shall include: 1) a full description of the proposed work; 2) a work plan as described in Paragraph 14.G below; 3) a description of compliance with the restrictions identified in the FOSL; and 4) any other information on the proposed work reasonably requested by Government. Except, as provided herein or provided in the Government's written approval, all such approved work affixed to the Leased Premises may, upon expiration or termination of the Lease, become the property of the Government. Upon termination of the Lease or by revocation or surrender of any sublease, to the extent directed by the Government, Lessee or sublessee, at its own cost and expense, shall either:

(1) Promptly remove all alterations, additions, betterments, and improvements made or installed without the consent of the Government or which were previously noted by the Government to be removed, and restore the Leased Premises, to

the same or as good condition as existed on the date of entry under this Lease; subject to reasonable wear and tear and loss or damages for which the Lessee is not responsible hereunder; or

(2) Abandon such work in place, at which time title to said work shall vest in Government; provided, in either event all personal property and trade fixtures of Lessee or any third party may be removed and Lessee or such third party shall repair any damages to the Leased Premises resulting from such removal.

B. At the expiration or termination of this lease, Government may, at its option, either require the Lessee, at its own cost and expense, to remove all property and equipment constructed or installed on the leased premises and restore the premises in accordance with Paragraph 8.A. above OR allow the Lessee to abandon certain property in place. All property the Lessee is requested by the Government to abandon in place shall become the property of the United States without consideration to the Lessee. Title to any improvements constructed or property abandoned in place shall vest in the Government upon acceptance of such improvements or personal property by the Government. Any bills of sale, purchase receipts, written warranty agreements and other indicia or documents of ownership shall be provided to the Government upon its acceptance of the improvement or personal property. A bill of sale or quitclaim deed will be executed evidencing divestiture of property and improvements to the Government.

~~C. At the expiration or termination of this lease, the Government may, at its option, require the Lessee to remove any constructed improvements, related equipment, appurtenances, and existing utility lines related to the improvements at no cost to the Government. If and when the improvements are no longer used, determined to be obsolete, or removal is requested by the Government, removal shall commence within 12 months of cessation due to use or request of removal. Lessee accepts its duty to set aside revenue to cover removal in an annual amount which shall not be less than five percent (5%) of the estimated removal cost, and shall specifically account for the set aside revenue upon request by the Real Estate Contracting Officer.~~

~~D. The Lessee shall pay the Government on demand any sum which may be expended by the Government after the termination or expiration of this lease in removing the constructed improvements and related appurtenances and utility lines and restoring the premises. Each sublessee shall also remove any equipment upon termination or expiration of the lease.~~

E. In the event that the leased property or adjacent Government property including roadways are damaged directly or

indirectly in connection with the Lessee's construction, installation, operation, and maintenance or removal of the Lessee's improvements, due to an act or omission of the Lessee, sublessees, licensees, assigns, agents, contractors or employees, the Lessee shall be solely responsible for all costs and expenses to repair such damage and return the Government property to the condition it was prior to the occurrence of the damage.

9. ACCESS BY GOVERNMENT.

In addition to access required under Paragraph 14 below, at all reasonable times throughout the term of this Lease, the Government, and its agents, shall be allowed access to the Leased Premises for any purpose upon reasonable notice to Lessee or sublessee. Government normally will give Lessee, or any sublessee, 24-hour prior notice of its intention to enter the Leased Premises, unless it reasonably determines that sooner entry is required for safety, health, environmental, operations or security purposes, in which event no notice shall be required. Lessee or sublessee shall have no claim on account of any entries against the Government or any Government officer, agent, employee or contractor, provided, however, that nothing herein shall be deemed to prejudice the rights of the Lessee or any sublessee under any contract, other agreement or law including, but not limited to, the Federal Tort Claims Act, as to the Government. All necessary keys to the Leased Premises occupied by Lessee or any sublessee shall be made available to the Government upon request. Notwithstanding the foregoing, Government acknowledges that in the event MARSEC measures must be applied to the Leased Premises, Government access may be limited and shall be appropriately coordinated.

10. UTILITIES AND SERVICES.

No utilities or services are provided on the Leased Premises nor will they be furnished by the Government.

11. CRANE OPERATION ON LEASED PREMISES AND REQUIRED PERMITS.

~~— A. If a crane is used in the construction and installation of the telecommunications tower or equipment, Lessee shall comply with the USACE EM 385-1-1 Safety and Health Requirements Manual.~~

~~— (1) The USACE EM 385-1-1 Safety and Health Requirements Manual for contractors and members of the public can be obtained by sending an email to Hector.N.Hunt@usace.army.mil, USACE Publications Depot~~

~~and include your name, postal address, publication name/number (no P.O. Boxes); OR~~

~~(2) By downloading the entire manual from the HQ USACE Publications website, available at: <http://140.194.76.129/publications/eng-manuals/>.~~

12. NON-INTERFERENCE WITH GOVERNMENT OPERATIONS.

A. Lessee or any sublessee shall not conduct operations or activities, nor make any alterations, that would interfere with or otherwise restrict Government operations, environmental clean-up or restoration actions by the Government, U. S. Environmental Protection Agency ("EPA"), state environmental regulators, or their contractors. Cleanup, restoration, or testing activities for environmental purposes by these parties shall take priority over Lessee's or any sublessee's use of the Leased Premises in the event of any conflict. However, the Government will take reasonable steps to prevent interference with the Lessee's or the sublessee's use of the Leased Premises. Nothing in this Lease shall constitute a waiver or limitation of the exercise of the rights or authority vested in the United States under Title 33 of the Code of Federal Regulations, section 334.1100.

~~B. The Lessee shall ensure that the use of the leased property does not interfere with existing operations on or immediately around the site, and that the creation of Radio Frequency Interference (RFI) will be avoided.~~

~~C. If the Lessee or sublessees or licensees create RFI, the Lessee shall have 48 hours to cure. If the Lessee cannot correct the RFI within 48 hours of notice to cure from the Government, the Lessee shall cease operating the equipment causing the interference.~~

~~D. Within 48 hours of receiving notice of an RFI, the Lessee shall notify the Government in writing if there are any extenuating circumstances that prevent curing the problem within the required 48 hour period. The Real Estate Contracting Officer will determine if the Lessee may be granted an extension of the time to cure the RFI.~~

13. PROTECTION AND MAINTENANCE OF LEASED PREMISES.

A. Government shall not be required to furnish any services or facilities to Lessee and Lessee shall, at its own cost and expense, protect, preserve, maintain, and repair the Leased Premises such that it will be kept at all times in at

least as good condition as when the Lessee received it, normal wear and tear and Acts of God excepted. Lessee's responsibilities shall include, but not be limited to, removal of debris, trash, litter, broken glass and other hazards/obstructions or undesirable materials from the Leased Premises whether generated by Lessee, its sublessees, agents, contractors, employees or others. Lessee shall ensure the Leased Premises are maintained reasonably clean at all times and free of any noxious or nuisance-causing condition. Lessee is responsible for the maintenance and repair of any buildings or structures built on the Leased Premises by Lessee or its sublessees. At completion of the Lease, the Leased Premises shall be left without containers, equipment, undesirable materials, and in an acceptably clean condition.

~~—— B. Exterior Utility Systems. The Lessee is responsible for the repair and maintenance of all exterior utility distribution lines, connections, and equipment that solely supports Lessee's facilities. This responsibility extends from the facilities leased to the point of connection with the utility system that serves users other than the Lessee. These systems include but are not limited to: heating plants, steam lines, traps, high voltage transformers, substations, power distribution lines (overhead and underground), poles, towers, gas mains, water and sewage mains, water tanks, fire protection systems, hydrants, lift stations, manholes, isolation valves, meters, storm water systems, catch basins, telephone lines, fiber optic cable etc.~~

~~—— C. Refuse Removal. Debris, trash and other undesirable materials shall be promptly removed from the Leased Premises, and the Leased Premises shall be kept reasonably clean and free of undesirable materials at all times. At completion of the Lease, the Leased Premises shall be left without containers, Lessee's equipment, and other undesirable materials, and in an acceptably clean condition.~~

~~—— D. Security Protection. Lessee shall provide security to assure security and safety of the Leased Premises. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate state or local municipal authorities for investigation and disposition and to the Government as property owner.~~

~~—— E. Compliance with Federal, State and Local Codes. Installation of any antenna, poles, towers, cabling and related equipment shall be done in accordance with Federal, State and Local Codes, including the National Electric Code and other~~

~~codes that directly relate the construction, installation, operation and maintenance of communication equipment.~~

~~F. Coordination for Electrical Equipment Installation. The Lessee shall coordinate the installation of all electrical connections which tie to the systems supporting the telecommunications equipment with the Local Government Installation Representative, Attachment F, attached hereto provides the contact information.~~

14. ENVIRONMENTAL PROTECTION PROVISIONS.

A. Lessee, any sublessees, licensees and contractors shall comply, at its own cost and expense, with all applicable Federal, State and local laws, regulations and standards that are, or may become, applicable to Lessee's activities at and around the Leased Premises. Lessee shall promptly notify the Government and supply copies of any notices of violation, compliance orders or reports received from any Federal, State or local authority concerning environmental matters or hazardous substances or hazardous waste on, about or pertaining to the Leased Premises, and any correspondence or submissions made by Lessee in response thereto.

B. Lessee and any sublessee shall obtain and be solely responsible for obtaining and maintaining, at its own cost and expense, any applicable environmental permits or approvals required for its operations at and around the Leased Premises under the Lease, independent of any existing permits held by the Government. All such permits or approvals shall be in the name of Lessee only and shall not name the United States of America or Department of the Navy as a co-permittee or co-licensee. In the event the United States of America or Department of the Navy is required by applicable Federal, State, or local law or regulation to be named as a co-permittee or co-licensee with Lessee, Lessee shall not obtain such permit or license or perform any work requiring such permit or license unless specifically authorized in writing by the Government. Copies of all permits obtained shall be provided to the Government.

C. Government's rights under this Lease specifically include the right for Government officials to inspect, upon reasonable notice, the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the

right of duly constituted enforcement officials to make such inspections. The Government normally will give the Lessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines that sooner entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee or contractor thereof.

D. The Government, EPA, and the State of California, their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to Lessee and any sublessee, to enter upon the Leased Premises for the purposes enumerated below and for such other purposes associated with execution of the Government's IRP;

(1) To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings, and other activities related to the IRP;

(2) To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

(3) To conduct any test or survey required by the EPA or state or otherwise relating to the implementation of the IRP or other assessment of environmental conditions on the Leased Premises or to verify any data submitted to the EPA or state relating to such program or conditions;

(4) To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, dredging activities, removal actions, monitoring wells, pumping wells, and treatment facilities.

(5) Notwithstanding the foregoing, Government acknowledges that in the event MARSEC measures must be applied to the Leased Premises, Government access may be limited and shall be appropriately coordinated

E. The Lessee and any sublessee agrees to comply with the provisions of any Government health or safety plan in effect under the IRP during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Lessee and any sublessee. The Lessee and any sublessees, assignees, licensees, or invitees shall have no

claim on account of such entries against the Government or any officer, agent, employee, contractor, or subcontractor thereof. In addition, the Lessee and sublessee shall comply with all applicable Federal, State and local occupational safety and health regulations. Nothing herein shall obligate the Government to compensate Lessee or any third person for any lost profits, lost opportunities, wages or operating expenses or any other costs incurred as a result of Lessee's compliance with this provision.

F. The Lessee shall strictly comply with all applicable hazardous waste management and permitting requirements under the Resource Conservation and Recovery Act ("RCRA") and/or its applicable state equivalent. Except as specifically authorized by the Government in writing, the Lessee must provide at its own cost and expense all necessary hazardous waste management facilities in compliance with applicable laws and regulations. Any existing Government hazardous waste management facilities will not be made available to the Lessee or any sublessee. Any DoD component accumulation points for either hazardous or non-hazardous wastes will not be used by the Lessee nor will the Lessee or any sublessee permit its hazardous wastes to be commingled with hazardous waste of any DoD component. Any violation of the requirements of this condition may, depending upon their severity and at the discretion of the Government, be deemed a material breach of this Lease.

G. The Lessee shall not conduct or permit any sublessee to conduct any sediment excavation, digging, drilling, dredging or other disturbance of the submerged land without the prior written approval of the Government, in accordance with the Sediment Disturbance provisions of the FOSL. Lessee shall submit a work plan to the Navy, the California DTSC, and the RWQCB for review and written approval prior to engaging in any sediment disturbance activities. At a minimum the work plans should include: 1) a complete project narrative including figures; 2) the current project design; 3) description of how the work will comply with restrictions in the EA, FOSL, lease, and other required permits and approvals; 4) a health and safety plan; and 5) the status of required permits and approvals.

H. If, after receipt of written approval by the Government, the Lessee undertakes any sediment or subsurface excavation, digging, drilling, dredging or other disturbance of the submerged land, the Lessee shall stop all work and

immediately notify the Government should any previously unknown contamination, such as, but without limitation, buried debris, stained soil or sediment, unusual odors, Materially Potentially Presenting an Explosive Hazard, or other foreign, potentially hazardous material is encountered during this work.

I. Lessee has been made aware of the environmental condition of the Leased Premises as described in Paragraph 7. Lessee shall indemnify and hold harmless the Government from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, or disposal, arising from Lessee's occupancy, use or operations, or any other action by Lessee or any sublessee giving rise to Government liability, civil or criminal, or responsibility under Federal, State, or local environmental laws. At the termination of this Lease, the Lessee shall be responsible for any levels of environmental contamination in excess of the current conditions, if caused by Lessee. To the extent any pollutants, contaminants, or hazardous substances are newly generated, exposed, or are suspended as a result of Lessee's activities at or around the Leased Premises, and such newly generated, exposed or are suspended substances must be removed, remediated, or otherwise responded to pursuant to any claim, order, ruling, suit or any other legally enforceable basis, then such substances shall be removed, remediated, or responded to at Lessee's sole responsibility, cost and expense. This provision shall survive the expiration or termination of the Lease, and Lessee's obligations hereunder shall apply whenever Government incurs costs, liabilities, or obligations for Lessee's or any sublessee's actions.

J. The Lessee and any sublessee shall provide prior written notification to the Government of any articles, tools, equipment, or devices brought on-site that contain radioactive material. Examples of potential radiological sources include radium-containing dials, gauges, and illuminators; tritium in illuminators and exit signs; thorium in optical lenses or welding consumables; abrasive blasting material; or any radioactive source used for calibration, medical diagnosis or therapy, or industrial radiography. The Lessee is responsible for removal of any such potential radiological sources upon termination of the Lease.

K. Storage, treatment, or disposal of toxic or hazardous materials on the Leased Premises is prohibited except as authorized by the Government in accordance with 10 U.S.C. §2692.

L. Lessee acknowledges that it has received and reviewed the EA and Navy's Finding of No Significant Impact (FONSI), and these documents are hereby incorporated by reference. In order to reduce potential impacts to the environment Lessee and its sublessees shall conduct its work in a manner consistent with Attachment "B" and as analyzed in the EA. Lessee and its sublessees shall fulfill all requirements of the identified mitigation measures of the EA. Chapter 7-Mitigation Measures from the EA is provided as **Attachment "D."**

15. TERMINATION.

A. Termination by Government. The Government shall have the right to terminate this Lease, in whole or part, without liability, and regardless of any lack of breach by Lessee of any of the terms and conditions of this Lease upon one hundred and twenty (120) days written notice to Lessee.

B. National Emergency. In the event of a national emergency declared by the President or the Congress, the Government may terminate this Lease immediately, without notice to Lessee.

C. Breach of Terms By Lessee. In the event of breach by Lessee of any of the terms, conditions, or obligations contained herein, the Lessee shall be afforded thirty (30) calendar days from the receipt of Government's notice of intent to terminate, to complete the performance of the obligation or otherwise cure the subject breach and avoid termination of this Lease, unless Government determines that a shorter period of time is required for safety, environmental, operational or security purposes. The Government may grant a reasonable extension of time to complete the cure. In the event that the Government shall elect to terminate this Lease on account of the breach by the Lessee of any of the terms and conditions, the Government shall be entitled to recover and the Lessee shall pay to the Government:

(1) The reasonable costs incurred in resuming possession of the Leased Premises;

(2) The costs incurred in performing any obligation on the part of the Lessee to be performed hereunder;

(3) An amount equal to the aggregate of any maintenance obligations, and charges assumed hereunder and not paid or satisfied, such amounts shall be due and payable at the time when such obligations and charges would have accrued or become due and payable under this Lease.

D. Sale or Transfer of the Property. If the property is sold or transferred by the Government during the term of this Lease, the Government may terminate this Lease by providing thirty (30) days written notice to Lessee. Notwithstanding the foregoing, this Lease may be assigned to any transferee of the Government with the written consent of the Government and Lessee.

E. Federal Requirement. In the event the property is required for Federal use, or if Lessee's use of the property is not consistent with Federal program purposes, the Government may terminate the Lease upon issuance of thirty (30) days written notice to Lessee.

F. Termination by Lessee. Lessee may terminate this Lease at any time upon one-hundred-twenty (120) days written notice to the RECO.

16. INDEMNIFICATION.

Lessee shall indemnify, defend and save Government harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate level and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by Lessee, its employees, servants, agents, guests, invitees, and contractors. This includes, but is not limited to, any fines, claims, demands and causes of action of every nature whatsoever that may be made upon, sustained or incurred by the Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of the Lessee, its employees, servants, agents, guests, invitees, or contractors. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this Lease.

17. INSURANCE.

A. At the commencement of this Lease, the Lessee shall obtain, from a reputable insurance company or companies

satisfactory to the Government, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of \$3,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Lessee, its employees, agents or contractors under this Lease. The Lessee shall require the insurance company or companies to furnish the Government with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

B. All insurance required of the Lessee hereunder shall be in such form, for such periods of time and with such insurers as the Government may require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance shall name the United States of America as an additional insured, shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or the Government or any other person, shall provide that no cancellation, reduction in amount or any material change in coverage thereof shall be effective until at least 30 calendar days after receipt by the Government of written notice thereof.

C. If and to the extent required by law, the Lessee shall provide workman's compensation or similar insurance in such forms and amounts required by law.

D. During the entire period the Lease shall be in effect, Lessee shall require its contractors or sublessees or any contractor performing work at Lessee's or sublessee's request on the Leased Premises to carry and maintain the insurance required below:

(1) Comprehensive general liability insurance in the amount of \$3,000,000.00.

(2) Workman's compensation or similar insurance in the form and amount required by law.

E. The Lessee and sublessees shall deliver or cause to be delivered promptly to the RECO a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this Lease and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

18. LABOR PROVISIONS.

A. Equal Opportunity. During the term of this Lease, Lessee and each sublessee agree as follows with regard to all employees located at, or involved with, the Leased Premises:

(1) Lessee and each sublessee shall not discriminate against any employee or applicant for employment because of race, color, age, marital status, handicap, religion, sex, or national origin. Lessee and each sublessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, marital status, handicap, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, retention or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Lessee and each sublessee agree to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

(2) Lessee and each sublessee shall, in all solicitations or advertisements for employees placed at the Leased Premises by or on behalf of Lessee and each sublessee, state that all qualified applicants will receive consideration for employment without regard to age, marital status, handicap, race, color, religion, sex, or national origin.

(3) Lessee and each sublessee shall send to each labor union or representative of workers for the Leased Premises with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by Government, advising the labor union or worker's representative of commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Lessee and each sublessee shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor as it relates to the Leased Premises.

(5) Lessee and each sublessee shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records, and accounts by Government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

(6) In the event of Lessee's or any sublessee's noncompliance with the Equal Opportunity Clause or with any of said rules, regulations, or orders, this Lease or such sublease or license may be canceled, terminated, or suspended in whole or in part and Lessee or such sublessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Lessee shall include the above provisions in every sublease or license unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sublessee. Lessee will take such action with respect to any sublessee as Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Lessee becomes involved in, or is threatened with, litigation with sublessee as a result of such direction by Government, Lessee may request the Government to enter into such litigation to protect the interests of the Government.

B. Contract Work Hours and Safety Standards Act (40 U.S.C. §327-330). This Lease and each sublease or license, to the extent that it is a contract of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. §35-45), is subject to the following provisions and exceptions of said Contract Work Hours and Safety Standards Act

and to all other provisions and exceptions of said law as they apply to employment at the Leased Premises:

(1) Lessee and each sublessee shall not require or permit any laborer or mechanic in any workweek in which he/she is employed on any work on the Premises to work in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all such hours worked in excess of 40 hours in such workweek. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the employer's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(2) In the event of any violation of the provision of the preceding sub-paragraph, Lessee or sublessee shall be liable to any affected employee for any amounts due, and to the Government for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph 17.B.1 above, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the preceding sub-paragraph.

C. Convict Labor. In connection with the performance of work required by this Lease or any sublease or license, Lessee or such sublessee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

19. SUBMISSION OF NOTICES.

Notices shall be sufficient under this Lease if made in writing and submitted in the case of Lessee to:

Mailing Address:

Name: _____

Address: _____

Point of Contact:

Name: _____

Title: _____
Email: _____
Voicemail: _____

and in the case of the Government to:

Mailing Address:
BRAC PMO WEST
Attn: Mare Island BCM
NEW ADDRESS

Points of Contact:
Amy Jo Hill, Realty Specialist
Amy.Hill@navy.mil , 619-532-0918

The above-named individuals shall be the representatives of the parties and the points of contact during the period of the Lease. Such notice shall be deemed to have been given - unless delivered personally - when deposited in the U.S. mail, postage pre-paid, certified mail, return receipt requested and addressed as set forth above or to such other address as either party shall have provided to the other by like notice, or upon confirmation of receipt if sent by facsimile on a regular business day and addressed as set forth above, or within twenty-four (24) hours, or the next business day if sent by an overnight delivery service such as Federal Express. Government and Lessee may mutually agree to communication via electronic mail to effectuate notice.

20. AUDIT.

This Lease and any sublease or license shall be subject to audit by any and all cognizant Government agencies. Lessee and each sublessee shall make available to such agencies for use in connection with such audits all records that it maintains with respect to this Lease or any sublease or license and copies of all reports required to be filed hereunder or thereunder, including without limitation all environmental documentation.

21. AGREEMENT.

This Lease shall not be modified unless in writing and signed by both parties. No oral statements or representations made by, or for, on behalf of either party shall be a part of this Lease. Should conflict arise between the provisions of this Lease and any attachment hereto, or any other agreement between Government and Lessee, the provisions of this Lease shall take precedence.

22. FAILURE TO INSIST ON COMPLIANCE.

The failure of Government to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of Government's right to the future performance of any such terms, covenants, or conditions and Lessee's obligations in respect to such future performance shall continue in full force and effect.

23. DISPUTES.

A. This Lease is subject to the provisions of the Contract Disputes Act of 1978, as amended, (41 U.S.C. §601-613), the "Act".

B. Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Act.

C. "Claim", as used in this clause, means a written demand or written assertion by the Lessee or the Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph 23.D.(2) below. A voucher, invoice, or other routine request for payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

D. (1) A claim by the Lessee shall be made in writing and submitted within six (6) years after accrual of the claim to the RECO, for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the RECO.

(2) Lessee shall provide the certification stated in subparagraph (2)(b)(ii) immediately below, when submitting any claim:

(a) Exceeding \$100,000; or

(b) Regardless of the amount claimed, when using:

(i) Arbitration conducted pursuant to 5 U.S.C. §575-580; or

(ii) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

"I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of Lessee's knowledge and belief; that the amount requested accurately reflects the Lease adjustment for which the Lessee believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessee."

(3) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(4) The certification may be executed by any person duly authorized to bind the Lessee with respect to the claim.

E. For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer, must, if requested in writing by the Lessee, render a decision within sixty (60) days of the request. For Lessee-certified claims over \$100,000.00, the Real Estate Contracting Officer, must, within sixty (60) days decide the claim or notify the Lessee of the date by which the decision will be made.

(1) The decision of the RECO shall be final unless the Lessee appeals or files a suit as provided in the Act.

F. At the time a claim by the Lessee is submitted to the RECO, or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using arbitration conducted pursuant to 5 U.S.C. §575-580 or when using any other ADR techniques that the agency elects to handle in accordance with ADRA, any claim, regardless of amount, shall be accompanied by the certification described in Paragraph 23.D(2)(b)(ii) above and executed in accordance with Paragraph 23.D(4) above.

G. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the RECO received the claim properly certified, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from

the date that the RECO initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the RECO receives the claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the claim.

H. Notwithstanding anything herein to the contrary, the Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the RECO.

24. COVENANT AGAINST CONTINGENT FEES.

Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to annul this Lease without liability or in its discretion to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

25. OFFICIALS NOT TO BENEFIT.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Lease or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

26. LIENS.

Lessee and each sublessee shall promptly discharge or cause to be discharged valid lien, right in rem, claim, or demand of any kind, except one in favor of Government, which at any time may arise or exist with respect to the Leased Premises or materials or equipment furnished thereof, or any part thereof, due to the Lessee's or such sublessee's use of the Leased Premises, and if the same shall not be promptly discharged by Lessee or such sublessee, or should Lessee or any sublessee be declared bankrupt or make an assignment on behalf of creditors, or should the leasehold estate be taken by execution, Government reserves the right to take immediate possession without any liability to Lessee or any sublessee. Lessee and any sublessee shall be responsible for any costs incurred by Government in securing

clear title to its property due to their acts or omissions clouding the title.

27. TAXES.

Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges that, at any time during the term of this Lease may be imposed with respect to the Leased Premises. Title 10 U.S.C. §2667 (e) contains the consent of Congress to the taxation of Lessee's interest in the Leased Premises, whether or not the Leased Premises are in an area of exclusive Federal jurisdiction. Should Congress consent to taxation of Government's interest in the Leased Premises, this Lease will be renegotiated.

28. SUBJECT TO EXISTING AND FUTURE EASEMENTS AND RIGHTS-OF-WAY.

This Lease, and each sublease, license or assignment is subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Leased Premises, or any portion thereof, and to the right of Government to grant such additional easements and rights-of-way over, across, in and upon the Leased Premises as it shall be deemed to be in the public interest; provided that (i) the Government coordinates with the Lessee to minimize any impact to the Lessee's operations, and (ii) any such additional easement or right-of-way shall be conditioned on the assumption by the grantee thereof of liability to Lessee for such damages as Lessee shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights-of-way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, and to any Federal, state, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Leased Premises as shall be necessary for the performance of their duties with regard to such facilities subject to Paragraph 9 (Access by Government) above.

29. INGRESS, EGRESS, PARKING AND SECURITY.

A. Lessee and any sublessees and their employees, vendors, and contractors will be granted reasonable access to the Leased Premises under this Lease. As a condition, Lessee and sublessee and their employees, vendors, and contractors agree to adhere to local road and traffic laws.

~~B. The Leased Property is located on a secure Navy installation and the Lessee and any sublessee(s) is required to comply with all applicable security rules, regulations, and procedures issued by the Station Commanding Officer. Any and all employees of the Lessee or sublessee(s) or licensee(s) that are required by the Station to do so, shall obtain a security clearance to access the Leased Property. Failure to obtain the required security clearance shall result in denial of access to the Leased Premises of the Lessee's or sublessee'(s) or licensee'(s) employees. Lessee and any sublessee(s) or licensee(s) agrees to hold harmless the Government from any liability of any nature for financial or other losses incurred by the Lessee or any sublessee(s) or licensee(s) by reason of Lessee's or any sublessee'(s) or licensee'(s) employees failure to obtain security clearance for access to the Leased Premises.~~

~~C. The Lessee, sublessees or licensee and any contractors or personnel attempting to access the Leased Premises will be required to secure a pass through the Rapid Gate System.~~

~~—— D. The Lessee, sublessees and any contractors or personnel requiring access to the Leased Premises, will be required to coordinate with the Installation Local Representative, identified on **Attachment "D."**~~

30. ADMINISTRATION.

Except as otherwise provided for under the Lease, the Real Estate Contracting Officer shall have complete charge of the administration of this Lease, including granting any consents and/or approvals hereunder, and shall exercise full supervision and general direction thereof insofar as the interests of Government are affected.

31. DAMAGE TO THE LEASED PREMISES.

In the event the Leased Premises or any portion of the Leased Premises is damaged either directly or indirectly as a result of Lessee's or sublessee's use or occupancy of the Leased Premises, whether during the construction, operation, maintenance, or replacement or removal of improvements or otherwise, due to acts or omissions of Lessee, its agents, contractors or employees, Lessee shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the Leased Premises or facilities so lost or damaged, as the Government may elect. Government and Lessee acknowledge and agree that there are presently no known structures on the Leased Premises.

32. APPLICABLE RULES AND REGULATIONS.

Lessee and any sublessee shall comply with all Federal, State, and local laws, regulations, and standards that are applicable or may become applicable to Lessee's or sublessee's activities at and around the Leased Premises. This includes, but is not limited to, laws and regulations concerning the environment, construction of facilities, health, safety, food service, water supply, sanitation, and any licenses and permits to conduct business. Lessee and any sublessee shall be responsible for obtaining and paying for, and shall obtain, any and all permits required for its operations under the Lease.

~~— B. Further, all activities authorized hereunder shall be subject to such rules, regulations, and procedures regarding Station security, supervision or otherwise, as may, from time to time, be prescribed by the Station Commanding Officer.~~

33. SUBCONTRACTORS AND AGENTS FOR LESSEE.

All work involving Lessee Facilities must be performed by skilled tradesmen who are accomplished at their craft and bonded against loss due to damages resulting directly or indirectly from work performed.

34. SURRENDER.

Upon the expiration of this Lease or its termination, Lessee shall quietly and peacefully remove itself and its personal property from the Leased Premises and surrender the possession thereof to Government; provided, in the event the Government shall terminate this Lease upon less than thirty (30) days notice, Lessee shall be allowed a reasonable period of time, as determined by the RECO, but in no event to be less than thirty (30) days from receipt of notice of termination, in which to remove all of its personal property from and terminate its operations on the Leased Premises. During such period prior to surrender, all obligations assumed by Lessee under this Lease shall remain in full force and effect. Government may, in its discretion, declare any personal property that has not been removed from the Premises upon termination provided for above, as abandoned personal property upon an additional ninety (90) days written notice.

35. ATTACHMENTS.

Attachments to this Lease are set forth below:

- A. LEASED PREMISES**
- B. WETA PROJECT DESCRIPTION**

- C. FINDING OF SUITABILITY TO LEASE (FOSL)
- D. NEPA EA CHAPTER 7-- MITIGATION MEASURES

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth below duly executed this Lease as of the day and year first above written.

WITNESSES:

THE UNITED STATES OF AMERICA, acting by and through the Department of the Navy

(Signature)

By: _____

AMY JO HILL
Real Estate Contracting Officer
NAVFAC BRAC PMO West

(Print Name)

Date: _____

Date: _____

STATE OF CALIFORNIA)
CITY OF

) To Wit:
)

I, _____, a Notary Public for the State at Large, do hereby certify that _____, whose name as such is signed to the foregoing Lease has this day acknowledged the same before me in the City and State aforesaid.

Given under my hand this ____ day of _____, 2015. _____

Notary Public

WITNESSES:

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

(Signature)

By: _____

(Print Name)

Name: _____

Title: _____

Date: _____

Date: _____

STATE OF CALIFORNIA)

) To Wit:

CITY OF)

I, _____, a Notary Public for the State at Large, do hereby certify that _____, whose name as such is signed to the foregoing Lease has this day acknowledged the same before me in the City and State aforesaid.

Given under my hand this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

MEMORANDUM

TO: Board Members

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

SUBJECT: Authorize Release of a Request for Qualifications (RFQ) for On-Call Planning, Marine Engineering and Professional Services

Recommendation

Authorize release of a Request for Qualification (RFQ) for on-call planning, marine engineering and professional services to support WETA programs and services.

Background/Discussion

WETA's ongoing work program consists of projects to plan, develop, maintain and operate ferry transportation services on the San Francisco Bay. The management of these projects requires a wide range of specialized knowledge and skills that are often needed in uneven and intermittent intervals and on short notice. In 2010, WETA initiated the practice of establishing lists of pre-qualified consultants to utilize as-needed to provide specialized and ongoing consulting services to assist staff in delivering one-time and periodic work in the areas of planning, marine engineering, communications and technical support. These contracts have allowed staff to quickly mobilize and deliver a variety of projects as needed in a cost effective and efficient way. Staff recommends refreshing the WETA on-call service contracts pool this year, at the five year mark.

This item would authorize the release of an RFQ for consultants to provide planning, engineering and professional services on an on-call basis. Once a list of consultants is established and contracts are awarded, WETA would utilize consultants to perform work as needed, on a controlled task order basis. By beginning the RFQ process now, WETA can have contracts in place up front to ensure that both adequate labor and expertise will be available to meet the anticipated future needs of the WETA work program. This is especially useful for engineering services needed on short notice during an emergency.

Staff anticipates that the selected consultant(s) would provide specialized technical support to WETA in such areas as:

Planning

- Route-specific and system-wide service, capital, and financial planning
- Agency strategic planning
- Environmental review and permitting
- Feasibility studies
- Biological monitoring, environmental surveys and sampling
- Issue-specific planning such as intermodal service delivery, facilities planning and parking management
- Project controls for capital development
- Surveys and data collection
- Due diligence (financial capacity) of contractors bidding on WETA projects

Marine Engineering

- Project and construction management
- Vessel and facility configurations
- Vessel and facility inspection services
- Related systems and equipment
- Preventative maintenance and repairs
- Vendor maintenance and repair oversight
- Warranty claims
- Environmental and regulatory compliance
- Life-cycle costing and value engineering
- Facility maintenance and repair protocols and procedures
- Hazardous materials management and spill prevention

Professional Services

- Public outreach
- Desktop publishing
- Graphic design
- Website design and management
- Database management

Public Outreach

Consistent with the outreach process for all of WETA's contracting opportunities, WETA will advertise this opportunity through distribution to WETA's email list of interested consultants/contractors which currently includes 1,184 firms, posted to the agency's website, published in the Regional DBE Business Outreach Committee quarterly newsletter, and advertised at one quarterly Business Outreach Committee events.

This opportunity was published in the Winter 2015 issue of the Business Outreach Committee newsletter which was distributed on February 2, 2015 to 3,560 individuals through the BOC Newsletter email list, as well as distributed by the DBE Administrator at each of the 18 member transit agencies to their list of interested contractors (each agency has at least several hundred firms on their list). It will also be published in the Summer issue expected to be released in mid-May. Additionally, this opportunity was advertised at the BOC sponsored "Meet the Buyers" event held at MTC on March 25, 2015. Seven contractors participated as Buyers, over 60 DBE firms attended to "Meet the Buyers" and 16 BOC members provided an overview of upcoming opportunities.

Consultant proposals will be reviewed by an evaluation committee and a recommendation for contract award(s) will be developed based upon the following selection criteria:

- Experience with similar programs and projects
- References
- Qualifications
- Availability

Staff will return to the Board with a recommendation to establish a list of qualified on-call firms and authorize contract award(s) in Summer 2015.

Fiscal Impact

There is no fiscal impact associated with this item.

END

MEMORANDUM

TO: Board Members

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

SUBJECT: Authorize Release of an Invitation for Bids for Dredging and Marine Construction Services for Vallejo Dredging Project

Recommendation

Authorize the release of an Invitation for Bids (IFB) for Dredging and Marine Construction services for the 2015 Vallejo dredging project.

Background/Discussion

This IFB will solicit qualified firms to provide Dredging and Marine Construction Services for the 2015 Vallejo dredging project. The procurement process will follow WETA administrative and Federal Transit Administration (FTA) procedure requirements.

2015 Vallejo Ferry Terminal Maintenance Dredging

The Vallejo ferry terminal is located in a basin on Mare Island Strait that silts in over time. The basin and approaches have subsequently undergone maintenance dredging in 2003, 2008, and 2011. Maintenance dredging is required to ensure that the passenger float is buoyant at all tidal levels and to ensure continued access by the ferry boats.

The Board awarded a contract to CLE Engineering at the October 2, 2014 meeting to assist staff with technical expertise in regulatory compliance needed for required permitting, material sampling and dredging surveys as well as to monitor performance of a dredging contractor.

The scope of this project includes:

- Installation of a temporary passenger float and gangway;
- Removing the Vallejo passenger float for access to the dredging site;
- Drydock passenger float, paint and minor repairs; and
- Dredging the Vallejo ferry terminal basin.

Once authorized, staff would release the IFB to select a contractor for the up-coming Vallejo dredge cycle. Staff anticipates being in a position to recommend award of this contract at a Board meeting later this summer and for the project to be completed by November 2015.

Fiscal Impact

The Vallejo Dredging project is included in the FY 2014/15 Capital Budget funded with Federal Transit Administration and AB 664 Bridge Toll funds.

END