



Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

Our mission is to operate a safe, effective, and reliable transportation system for the islands of Martha's Vineyard and Nantucket with a commitment to sustainability, accessibility, our port communities, and public engagement.

Posted February 11, 2021 9:20 AM

STEAMSHIP AUTHORITY

Tuesday, February 16, 2021 – 9:30 AM

**First Floor Meeting Room
SSA Administrative Offices
228 Palmer Avenue
Falmouth, MA 02540**

NOTE: Due to ongoing concerns regarding COVID-19, the Steamship Authority meeting room will be **CLOSED TO THE PUBLIC** during this session. The public may participate in the meeting, including Public Comment, by going to zoom.us and using meeting ID 874 1700 9198. Participants can also use the same meeting ID and join telephonically by calling one of the following numbers: 669-900-6833, 346-248-7799, 929-436-2866, 253-215-8782, 301-715-8592, or 312-626-6799.

AGENDA

- 1) **Minutes** - Approval of the Minutes of the January 25, 2021 Meeting in Public Session
- 2) **Port Council Report on their February 3, 2021 Meeting**
- 3) **General Manager's Report**
 - a) COVID-19
 - b) Results of Operations – Business Summary for the Month of December 2020
 - c) Updates on Current Projects
 - i) Woods Hole Terminal Reconstruction Project (Marine)
 - ii) M/V Woods Hole Dry Dock Update
 - iii) SQMS Status
 - d) License Amendment for Cape and Islands Transport Inc. (Falmouth-Edgartown Ferry)
- 4) **Treasurer/Comptroller's Report**
 - a) Proposed Draft of the 2021 Capital Budget

b) Report on 2020 Embarkation Fees

5) Procurement

a) Request for Authorization to Execute Change Order No. 138 for Contract No. 16-2017,
“Woods Hole Ferry Terminal Reconstruction – Waterside” with Jay Cashman, Inc.

b) Request for Authorization to Purchase Computer Storage Hardware

6) Old/New Business

7) Items Not Reasonably Anticipated by the Chair

8) Public Comment

Business Summary for the Month of December, 2020

Part I - Traffic Statistics

	Month of December 2019	Month of December 2020	DIFF	%DIFF	YTD through December 2019	YTD through December 2020	DIFF	%DIFF
Number of Passengers Carried								
Martha's Vineyard	126,138	93,899	(32,239)	-25.6%	2,425,787	1,687,833	(737,954)	-30.4%
Nantucket								
Regular	17,925	14,420	(3,505)	-19.6%	270,668	235,556	(35,112)	-13.0%
Fast Ferry	20,022	9,509	(10,513)	-52.5%	307,981	143,912	(164,069)	-53.3%
Subtotal - Nantucket	37,947	23,929	(14,018)	-36.9%	578,649	379,468	(199,181)	-34.4%
Total	164,085	117,828	(46,257)	-28.2%	3,004,436	2,067,301	(937,135)	-31.2%
Number of Automobiles Carried								
Martha's Vineyard								
Regular	11,585	12,467	882	7.6%	260,646	254,322	(6,324)	-2.4%
Excursion	15,537	12,176	(3,361)	-21.6%	154,321	116,846	(37,475)	-24.3%
Subtotal - M. Vineyard	27,122	24,643	(2,479)	-9.1%	414,967	371,168	(43,799)	-10.6%
Nantucket								
Regular	1,814	2,216	402	22.2%	43,872	47,242	3,370	7.7%
Excursion	2,461	2,044	(417)	-16.9%	20,151	15,846	(4,305)	-21.4%
Subtotal - Nantucket	4,275	4,260	(15)	-0.4%	64,023	63,088	(935)	-1.5%
Total	31,397	28,903	(2,494)	-7.9%	478,990	434,256	(44,734)	-9.3%
Number of Trucks Carried								
Martha's Vineyard								
Less than 20' - Regular	3,101	3,495	394	12.7%	49,768	44,888	(4,880)	-9.8%
Less than 20' - Excursion	3,723	3,372	(351)	-9.4%	38,158	33,324	(4,834)	-12.7%
20' and over	3,404	3,940	536	15.7%	53,366	47,999	(5,367)	-10.1%
sub-total - M.Vineyard	10,228	10,807	579	5.7%	141,292	126,211	(15,081)	-10.7%
Nantucket								
Less than 20' - Regular	680	805	125	18.4%	11,624	10,061	(1,563)	-13.4%
Less than 20' - Excursion	910	889	(21)	-2.3%	8,740	7,793	(947)	-10.8%
20' and over	2,072	2,288	216	10.4%	33,672	30,456	(3,216)	-9.6%
sub-total - Nantucket	3,662	3,982	320	8.7%	54,036	48,310	(5,726)	-10.6%
Total	13,890	14,789	899	6.5%	195,328	174,521	(20,807)	-10.7%

Business Summary for the Month of December, 2020

Part I - Traffic Statistics

	Month of December 2019	Month of December 2020	DIFF	%DIFF	YTD through December 2019	YTD through December 2020	DIFF	%DIFF
Number of Cars Parked								
Woods Hole, Falmouth and Cataumet	4,265	2,496	(1,769)	-41.5%	135,435	81,557	(53,878)	-39.8%
Hyannis, Nantucket	1,934	996	(938)	-48.5%	37,126	21,430	(15,696)	-42.3%
Total	6,199	3,492	(2,707)	-43.7%	172,561	102,987	(69,574)	-40.3%
Average Length of Stay - Cars Parked (Days)								
Woods Hole, Falmouth and Cataumet	2.02	1.85	(0.17)	-8.4%	2.11	2.23	0.12	5.7%
Hyannis, Nantucket	2.89	2.80	(0.09)	-3.1%	2.64	3.14	0.50	18.9%
Total	2.29	2.12	(0.17)	-7.4%	2.22	2.42	0.20	9.0%
Average Revenue per Passenger *								
Martha's Vineyard	\$ 6.98	\$ 7.15	\$ 0.17	2.4%	\$ 7.08	\$ 7.19	\$ 0.11	1.6%
Nantucket	23.57	22.01	(1.56)	-6.6%	22.71	21.67	(1.04)	-4.6%
Total	\$ 10.81	\$ 10.17	\$ (0.64)	-5.9%	\$ 10.09	\$ 9.85	\$ (0.24)	-2.4%
Average Revenue per Automobile								
Martha's Vineyard	\$ 27.74	\$ 37.03	\$ 9.29	33.5%	\$ 53.86	\$ 65.36	\$ 11.50	21.4%
Nantucket	86.65	104.14	17.49	20.2%	162.65	182.70	20.05	12.3%
Total	\$ 35.76	\$ 46.92	\$ 11.16	31.2%	\$ 68.40	\$ 82.41	\$ 14.01	20.5%
Average Revenue per Truck								
Martha's Vineyard	\$ 90.52	\$ 105.33	\$ 14.81	16.4%	\$ 110.98	\$ 117.58	\$ 6.60	5.9%
Nantucket	276.95	289.38	12.43	4.5%	310.62	324.78	14.16	4.6%
Total	\$ 139.67	\$ 154.88	\$ 15.21	10.9%	\$ 166.21	\$ 174.93	\$ 8.72	5.2%

* Excludes any town embarkation fees.

Business Summary for the Month of December, 2020

Part IIa- Net Income (Loss) from Operations (Monthly)

	December ACTUAL 2019	December ACTUAL 2020	ACTUAL 2020 vs. ACTUAL 2019	December BUDGET 2020	ACTUAL 2020 vs. BUDGET
Vs. 2020 Operating Budget					
Net Income (Loss) from Operations					
Operating Revenues	\$ 5,169,123	\$ 5,598,913	\$ 429,790	\$ 5,982,253	\$ (383,340)
Other Income	299,491	397,582	98,091	337,225	60,357
Total Income	5,468,614	5,996,495	527,881	6,319,478	(322,983)
Operating Expenses					
Operating Expenses	10,797,585	11,912,006	1,114,421	9,270,789	2,641,217
Fixed Charges and Other Expenses	316,092	564,083	247,991	296,489	267,594
Total Expenses	11,113,677	12,476,089	1,362,412	9,567,278	2,908,811
Net Operating Income (Loss)	\$ (5,645,063)	\$ (6,479,595)	\$ (834,532)	\$ (3,247,800)	\$ (3,231,795)
Operating Revenues:					
Auto Revenue	1,216,346	\$ 1,440,077	\$ 223,731	\$ 1,251,317	\$ 188,760
Freight Revenue	1,986,017	2,321,054	335,037	2,081,583	239,471
Passenger Revenue	1,385,172	1,287,481	(97,691)	1,999,334	(711,853)
Bicycle, Mail, Misc. Voyage Rev.	74,116	50,026	(24,090)	73,754	(23,728)
Revenue from Terminal Operations	255,223	298,239	43,016	331,629	(33,390)
Parking Revenue	185,254	122,059	(63,195)	188,594	(66,535)
Rents	66,995	79,977	12,982	56,042	23,935
Sub-Total - Operating Revenue	5,169,123	5,598,913	429,790	5,982,253	(383,340)
Other Income:					
Interest Income	(61,158)	5,245	66,403	14,500	(9,255)
Miscellaneous Income	360,649	392,337	31,688	322,725	69,612
Sub-Total - Other Income	299,491	397,582	98,091	337,225	60,357
Total Income	\$ 5,468,614	\$ 5,996,495	\$ 527,881	\$ 6,319,478	\$ (322,983)

February 2021 Board Meeting - General Manager's Report

Part IIa- Net Income (Loss) from Operations (Monthly)

	December ACTUAL 2019	December ACTUAL 2020	ACTUAL 2020 vs. ACTUAL 2019	December BUDGET 2020	ACTUAL 2020 vs. BUDGET
Vs. 2020 Operating Budget					
Operating Expenses:					
Wages	\$ 3,109,447	\$ 2,993,019	\$ (116,428)	\$ 3,039,501	\$ (46,482)
Pensions Health & Welfare	2,694,104	3,831,215	1,137,111	2,181,790	1,649,425
Payroll Taxes	294,456	295,211	755	252,039	43,172
Depreciation	1,220,203	1,051,974	(168,229)	1,041,189	10,785
Vessel Fuel Oil	573,271	454,855	(118,416)	592,987	(138,132)
Insurance	348,220	365,285	17,065	382,976	(17,691)
Direct Vessel Maintenance (Excl. Wages)	1,246,817	1,308,177	61,360	573,370	734,807
Direct Terminal Maintenance (Excl. Wages)	(15,647)	379,627	395,274	28,650	350,977
Utilities	226,011	192,267	(33,744)	181,659	10,608
Other	1,100,703	1,040,376	(60,327)	996,628	43,748
Sub-Total - Operating Expenses	10,797,585	11,912,006	1,114,421	9,270,789	2,641,217
Fixed Charges and Other Expenses:					
Bond Interest & Expense	270,114	541,999	271,885	257,080	284,919
Misc. Charges or Deductions	45,978	22,084	(23,894)	39,409	(17,325)
Sub-Total - Other Expenses	316,092	564,083	247,991	296,489	267,594
Total Expenses	\$ 11,113,677	\$ 12,476,089	\$ 1,362,412	\$ 9,567,278	\$ 2,908,811
Net Operating Income (Loss)	\$ (5,645,063)	\$ (6,479,595)	\$ (834,532)	\$ (3,247,800)	\$ (3,231,795)

Budgetary Management Discussion and Analysis - December, 2020

Total operating revenues for December decreased by \$383,340 or 6.4% versus the amount projected in the 2020 operating budget, for a total of \$5,598,913 in operating revenues. Passenger revenues for the month were down \$712,000 versus budget projections, which represents a decrease of 35.6%. Automobile revenues were up \$189,000 or 15.1%, versus budget projections for December. Freight revenues were up \$239,000, or 11.5%, versus budget projections for the month. Parking revenues were down during December by \$67,000, or 35.3%. Concession revenues in December were down \$41,000 or 100.00%. Rent revenues from barge unloading and rental car space were up \$24,000 or 42.7% in December versus budget.

During December, the vessels made a combined 1,735 trips. This represents a decrease of 105 trips, or 5.7%, versus the originally budgeted amount for the month. On the Vineyard route, 0 trips were canceled for mechanical reasons, 60 for weather related and 19 for traffic demands while 4 unscheduled trips and 0 available trips were added. On the Nantucket route, 0 trips were canceled for mechanical reasons, 34 for weather related and 0 for traffic demands while 4 unscheduled and 0 available trips were added.

Total operating expenses for the month were up \$2,641,217 or 28.5% versus the amount projected in the 2020 budget for a total of \$11,912,006. Maintenance expenses for the month were up \$1,016,000, or 75.3%, versus budget. Repair expenses for the M/V Martha's Vineyard were up \$34,000; repairs for the M/V Woods Hole were up \$56,000; repairs on the M/V Governor were up \$21,000; the M/V Sankaty repair expenses were up \$194,000; repairs for the M/V Nantucket were up \$15,000; repair expenses for the M/V Katama were up \$9,000; overhaul and repairs on the M/V Eagle were up \$37,000; repairs on the M/V Gay Head were up \$52,000; repairs for the M/V Island Home were up \$12,000; and repairs for the M/V Iyanough were up \$281,000 versus budget. Repairs to buildings and structures were up \$324,000, repairs to motor vehicles were down \$15,000 and repairs to office and terminal equipment was up \$42,000 for the month.

Vessel fuel expense of \$455,000 was down by \$138,000 or 23.3% versus budget estimates. The average actual cost per gallon for vessel fuel oil in December was \$1.737, including net hedging costs, while the budgeted cost was \$2.257 per gallon. During December, the vessels logged 26,376 miles, which were 1,500 miles lower than budget, or a decrease of 5.4%. During December, 261,000 gallons of vessel fuel were consumed. This represents a decrease of 1,200 gallons, or 0.5%, versus budget. Insurance expenses were down \$13,000 versus budget. General administrative expenses for the month were up \$1,610,000 or 54.2%. Legal expense was up \$23,000; pension expense was up \$1,548,000, health care expense was up \$108,000, Families First Coronavirus Response Act paid sick leave costs were up \$73,000, disability contributions were up \$7,000, unemployment contributions were down \$87,000, training expense was down \$14,000 and credit card expense was up \$22,000.

Other income, including interest income, debt premium and license income, totaled \$397,582 and was \$60,357 higher than budget projections. Income deductions, including interest on funded debt and pension withdrawal, totaled \$564,083 and were \$267,594 higher than budget. The Authority's net operating loss for the month of December, including other income, income deductions and bond interest expense, was \$6,479,525 or \$3,231,795 higher than the budgeted net loss for the month.

Business Summary for the Year-To-Date as of December, 2020 (Continued)**Part IIb- Net Income (Loss) from Operations (Year to Date)**

	YTD - December ACTUAL 2019	YTD - December ACTUAL 2020	YTD ACTUAL 2020 vs. YTD ACTUAL 2019	YTD - December BUDGET 2020	YTD ACTUAL 2020 vs. YTD BUDGET
Vs. 2020 Operating Budget					
Net Income (Loss) from Operations					
Operating Revenues	\$ 110,342,865	\$ 97,880,974	\$ (12,461,891)	\$ 118,209,802	\$ (20,328,828)
Other Income	4,181,409	3,021,232	(1,160,177)	3,965,238	(944,006)
Total Income	114,524,274	100,902,206	(13,622,068)	122,175,040	(21,272,834)
Operating Expenses	110,488,022	108,466,641	(2,021,381)	111,603,596	(3,136,955)
Fixed Charges and Other Expenses	3,746,345	4,451,053	704,708	3,555,121	895,932
Total Expenses	114,234,367	112,917,694	(1,316,673)	115,158,717	(2,241,023)
Net Operating Income (Loss)	\$ 289,907	\$ (12,015,488)	\$ (12,305,395)	\$ 7,016,323	\$ (19,031,811)

Operating Revenues:					
Auto Revenue	\$ 32,910,089	\$ 35,903,495	\$ 2,993,406	\$ 38,341,825	\$ (2,438,330)
Freight Revenue	32,575,217	30,292,115	(2,283,102)	33,211,587	(2,919,472)
Passenger Revenue	30,922,012	20,826,120	(10,095,892)	32,683,881	(11,857,761)
Bicycle, Mail, Misc. Voyage Rev.	1,403,562	772,070	(631,492)	1,438,431	(666,361)
Revenue from Terminal Operations	4,441,434	4,106,378	(335,056)	4,053,075	53,303
Parking Revenue	7,158,096	5,212,587	(1,945,509)	7,585,749	(2,373,162)
Rents	932,455	768,209	(164,246)	895,254	(127,045)
Sub-Total - Operating Revenue	110,342,865	97,880,974	(12,461,891)	118,209,802	(20,328,828)
Other Income:					
Interest Income	245,653	94,123	(151,530)	175,000	(80,877)
Miscellaneous Income	3,935,756	2,927,109	(1,008,647)	3,790,238	(863,129)
Sub-Total - Other Income	4,181,409	3,021,232	(1,160,177)	3,965,238	(944,006)
Total Income	\$ 114,524,274	\$ 100,902,206	\$ (13,622,068)	\$ 122,175,040	\$ (21,272,834)

February 2021 Board Meeting - General Manager's Report

Part IIb- Net Income (Loss) from Operations (Year to Date)

	YTD - December ACTUAL 2019	YTD - December ACTUAL 2020	YTD ACTUAL 2020 vs. YTD ACTUAL 2019	YTD - December BUDGET 2020	YTD ACTUAL 2020 vs. YTD BUDGET
Vs. 2020 Operating Budget					
Operating Expenses:					
Wages	\$ 40,221,610	36,046,882	\$ (4,174,728)	\$ 40,150,209	\$ (4,103,327)
Pensions Health & Welfare	18,696,808	19,819,077	1,122,269	18,428,151	1,390,926
Payroll Taxes	2,859,574	2,641,565	(218,009)	3,034,423	(392,858)
Depreciation	12,808,153	13,117,335	309,182	12,626,114	491,221
Vessel Fuel Oil	7,104,569	4,472,036	(2,632,533)	7,284,487	(2,812,451)
Insurance	4,238,190	4,391,265	153,075	4,396,456	(5,191)
Direct Vessel Maintenance (Excl. Wages)	8,832,416	13,757,340	4,924,924	9,925,813	3,831,527
Direct Terminal Maintenance (Excl. Wages)	956,489	1,792,038	835,549	2,102,750	(310,712)
Utilities	1,314,958	2,085,064	770,106	2,054,014	31,050
Other	13,455,255	10,344,039	(3,111,216)	11,601,179	(1,257,140)
Sub-Total - Operating Expenses	110,488,022	108,466,641	(2,021,381)	111,603,596	(3,136,955)
Fixed Charges and Other Expenses:					
Bond Interest & Expense	3,239,094	3,894,617	655,523	3,072,753	821,864
Misc. Charges or Deductions	507,251	556,436	49,185	482,368	74,068
Sub-Total - Other Expenses	3,746,345	4,451,053	704,708	3,555,121	895,932
Total Expenses	114,234,367	112,917,694	(1,316,673)	115,158,717	(2,241,023)
Net Operating Income (Loss)	289,907	(12,015,488)	(12,305,395)	7,016,323	(19,031,811)

Budgetary Management Discussion and Analysis: January - December, 2020

Year to date total operating revenues decreased by \$20,328,828 or 17.2% versus the amount projected in the 2020 operating budget, for a total of \$97,880,974 in operating revenues. Passenger revenues for the year to date were down \$11,858,000 versus budget projections, which represents a 36.3% decrease. Automobile revenues were down \$2,438,000 or 6.4%, versus budget projections. Freight revenues were down \$2,919,000 or 8.8%, versus budget projections. Parking revenues were down, \$2,373,000, or 31.3%, compared to budget forecast. Rent revenues from barge unloading and rental car space were down \$127,000, or 14.2%, versus budget.

Year to date, the vessels made a combined 21,423 trips. This represents a decrease of 3,074 trips, or 12.5%, versus budget. On the Vineyard route, 32 trips were canceled for mechanical reasons, 249 for weather related and 2,002 for traffic demands, while 78 unscheduled trips and 348 available trips were added. On the Nantucket route, 31 trips were canceled for mechanical reasons, 198 for weather related and 1,107 for traffic demands, while 76 unscheduled trips and 43 available trips were added.

Year to date operating expenses were down \$3,136,955 or 2.8%, versus the amount projected in the 2020 budget for a total of \$108,466,641. Maintenance expenses for the year are up \$2,602,000 or 12.2%, versus budget. Repairs for the M/V Martha's Vineyard were down \$69,000; the M/V Woods Hole repair expense was up \$125,000; repair expenses for the M/V Governor were down \$105,000; overhaul and dry-dock expenses for the M/V Sankaty were up \$909,000; M/V Nantucket repair expenses were up \$149,000; repairs on the M/V Katama are up \$341,000; overhaul and repair expenses for the M/V Eagle were up \$970,000; repairs on the M/V Gay Head were up \$118,000; M/V Island Home repair expenses were up \$367,000; and overhaul and repair expenses for the M/V Iyanough was up \$165,000. Terminal and dolphin and dock repairs in Vineyard Haven were down \$9,000; while Oak Bluffs were down \$268,000; Woods Hole were down \$287,000; Nantucket were down \$276,000 and were down in Hyannis by \$355,000. Motor vehicle repairs were down \$148,000 and other maintenance expense was down by \$161,000.

Vessel fuel expense of \$4,472,000 was down \$2,812,000 or 38.6%, below budget estimates. The average actual cost per gallon for vessel fuel oil was \$1.672 including net hedging costs, while the budgeted cost was \$2.222 per gallon. 314,274 vessel miles have been logged in the year, a decrease of 51,366 miles, or 14.0%, versus budget. 2,847,000 gallons of vessel fuel were consumed. This represents a decrease of 431,000 gallons or 13.2% versus budget. General administrative expenses for the year were up 2.9%, or \$786,000. Legal expense was down \$12,000, pension expense was up \$1,072,000, health care costs were up \$70,000, Families First Coronavirus Response Act paid sick leave costs were up \$371,000, disability contributions were up \$187,000, and unemployment contributions were down \$232,000. Training expense was down \$136,000 and credit card fees were down \$68,000.

Other income, including interest income, debt premium, and license income, totaled \$3,021,232 and was \$944,006 lower than budget projections. Income deductions, including interest on funded debt and pension withdrawal, totaled \$4,451,053 and were \$895,932 higher than budget. Year to date, the Authority's net operating loss, including other income, income deductions and bond interest expense, was \$12,015,488 or \$19,031,811 higher than budget projections.

February 2021 Board Meeting - General Manager's Report

Part III - Cash Balances

	December, 2020 Amount	Variance vs. Budget Positive / (Negative)	Year to Date Amount	Variance vs. Budget Positive / (Negative)
Cash Balance - Operations Fund				
Beginning Balance	\$ 15,390,243	\$ (1,258,394)	\$ 11,523,197	\$ (1,476,803)
Cash Receipts	6,358,996	258,798	106,301,416	(18,354,612)
Cash Receipts - Grants	-	-	12,389,704	11,639,704
Cash Receipts - Capital Projects	-	-	1,157,469	1,157,469
Cash Disbursements	(9,057,770)	(1,664,245)	(97,046,208)	3,044,563
Cash Disbursements - Capital Projects	-	-	(778,711)	(778,711)
Transfers to Special Purpose Funds	-	-	(20,855,398)	2,104,549
Ending Balance	<u>\$ 12,691,469</u>	<u>\$ (2,663,841)</u>	<u>\$ 12,691,469</u>	<u>\$ (2,663,841)</u>
Cash Balance - Special-Purpose Funds				
Sinking Fund				
Beginning Balance	\$ 9,633,787	\$ (1,374,761)	\$ 9,283,238	\$ 671
Transfers from Revenue Fund	-	-	11,391,011	(987,601)
Income from Investments	1,397	(5,653)	48,039	(5,161)
Accrued Interest Received	-	-	-	-
Debt Service Payments	-	-	(11,087,104)	(388,323)
Ending Balance	<u>\$ 9,635,184</u>	<u>\$ (1,380,414)</u>	<u>\$ 9,635,184</u>	<u>\$ (1,380,414)</u>
Replacement Fund				
Beginning Balance	\$ 10,313,699	\$ (1,437,203)	\$ 7,847,154	\$ (2,716,263)
Transfers from Revenue Fund	-	-	9,639,006	(942,329)
Transfers from Bond Redemption	-	-	-	-
Proceeds from Disposal of Property	-	-	-	-
Income from Investments	1,495	(6,005)	42,953	(697)
Withdrawals	-	880,000	(7,213,919)	3,096,081
Ending Balance	<u>\$ 10,315,194</u>	<u>\$ (563,208)</u>	<u>\$ 10,315,194</u>	<u>\$ (563,208)</u>
Reserve Fund				
Beginning Balance	\$ 3,505,736	\$ (192,264)	\$ 3,655,683	\$ (16,817)
Transfers from Revenue Fund	-	-	(174,621)	(174,621)
Income from Investments	508	(1,892)	25,182	(2,718)
Transfers to Bond Redemption Acct.	-	-	-	-
Ending Balance	<u>\$ 3,506,244</u>	<u>\$ (194,156)</u>	<u>\$ 3,506,244</u>	<u>\$ (194,156)</u>
Bond Redemption Account				
Beginning Balance	\$ 880,228	\$ (202)	\$ 874,212	\$ 132
Transfers from Revenue Fund	-	-	-	-
Transfers from Reserve Fund	-	-	-	-
Transfers to Replacement Fund	-	-	-	-
Income from Investments	128	(472)	6,144	(806)
Ending Balance	<u>\$ 880,356</u>	<u>\$ (674)</u>	<u>\$ 880,356</u>	<u>\$ (674)</u>

February 2021 Board Meeting - General Manager's Report

Part III - Cash Balances

	December, 2020 Amount	Variance vs. Budget Positive / (Negative)	Year to Date Amount	Variance vs. Budget Positive / (Negative)
Capital Improvement Fund				
Beginning Balance	\$ 9,185,550	\$ (6,314,450)	\$ 504,959	\$ 798
From Bond/Note Issue		-	20,107,020	107,020
Income from Investments	1,228	1,228	63,102	63,102
Withdrawals	(1,362,271)	137,729	(12,850,574)	(6,346,413)
Ending Balance	<u>\$ 7,824,507</u>	<u>\$ (6,175,493)</u>	<u>\$ 7,824,507</u>	<u>\$ (6,175,493)</u>

Part IV - Cash Transfers to Special Purpose Funds for 2020

	2020 Budget	2020 Actual
Cash Transfers from Revenue Fund:		
To Sinking Fund (for current debt service requirements)	\$ 12,378,612	\$ 11,391,011
To Replacement Fund (2020 max. transfers - \$12,808,087)	10,581,335	9,639,008
To Reserve Fund	-	-
To Bond Redemption Account	-	-
Total Transfers to Special Purpose Funds	<u>\$ 22,959,947</u>	<u>\$ 21,030,019</u>

February 2021 Board Meeting - General Manager's Report

Part VII - Share of Market versus Licensed Ferry Services

Number of Passengers Carried	December Amount	Change vs. Prev. Yr.		Year to Date Amount	Change vs. Prev. Yr.	
Martha's Vineyard						
Steamship Authority	93,899	(32,239)	-25.6%	1,687,833	(737,954)	-30.4%
Hy-Line						
Regular	0	0	0.0%	0	0	0.0%
High Speed	0	0	0.0%	62,016	(60,072)	-49.2%
Subtotal Hy-Line	0	0	0.0%	62,016	(60,072)	-49.2%
Falmouth Ferry Service	0	0	0.0%	10,205	(11,396)	-52.8%
SeaStreak (New Bedford)	0	0	0.0%	62,523	(19,102)	-23.4%
SeaStreak (New York City)	0	0	0.0%	1,899	(4,558)	-70.6%
Total *	93,899	(32,354)	-25.6%	1,824,476	(833,082)	-31.3%
Nantucket						
Steamship Authority						
Regular	14,420	(3,505)	-19.6%	235,556	(35,112)	-13.0%
Fast Ferry (Prior to April 2)	0	0	0.0%	1,423	530	59.4%
Fast Ferry (April 2) (in service 2019)	0	0	0.0%	0	0	0.0%
Fast Ferry (April 3 and after)(in service 2020)	9,509	(10,513)	-52.5%	142,489	(164,599)	-53.6%
Subtotal - Nantucket	23,929	(14,018)	-36.9%	379,468	(199,181)	-34.4%
Hy-Line						
Regular	0	0	0.0%	0	0	0.0%
HighSpeed (Prior to April 2)	0	0	0.0%	94,790	(18,505)	-16.3%
HighSpeed (April 2)(IYA in service 2019)	0	0	0.0%	46	(1,539)	-97.1%
HighSpeed (April 3 & after)(IYA in service 2020)	18,107	(17,126)	-48.6%	369,582	(205,206)	-35.7%
Subtotal Hy-Line	18,107	(17,126)	-48.6%	464,418	(225,250)	-32.7%
Freedom Cruise Line (Harwich)	0	0	0.0%	9,986	(16,390)	-62.1%
SeaStreak (New Bedford)	0	0	0.0%	35,113	(16,670)	-32.2%
SeaStreak (New York City)	0	0	0.0%	709	(1,403)	-66.4%
Total	42,036	(32,422)	-43.5%	889,694	(458,894)	-34.0%

M/V Iyanough in service 04/03/2019 - 01/03/2020 and 04/03/2020 - 01/03/2021.

* Note: Island Queen passenger service is grandfathered and as such traffic counts are not included .

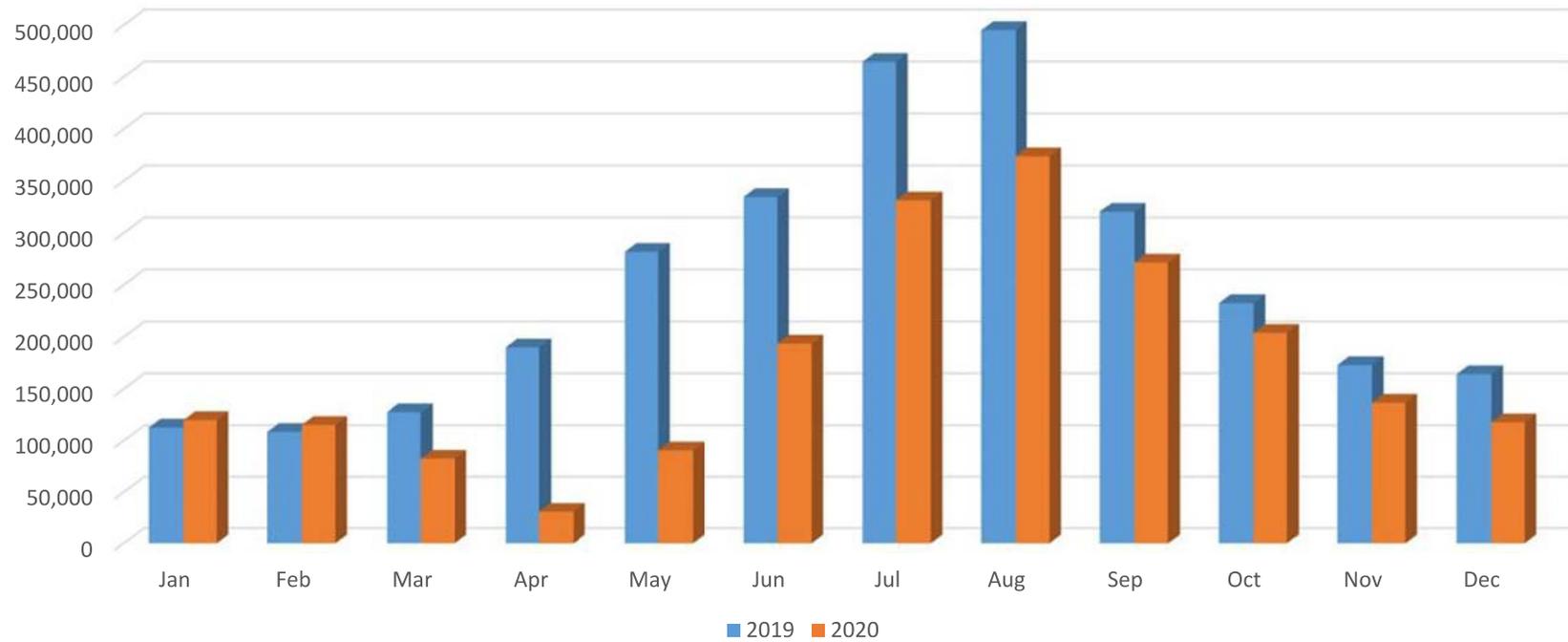
Business Summary – December 2020

Board Meeting 02-16-2021

Passengers Carried – December 2020 vs. 2019

		Monthly Variance vs. Prior Year	Monthly % Difference vs. Prior Year		Y-T-D Variance vs. Prior Year	Y-T-D % Difference vs. Prior Year
Martha's Vineyard Route	↓	- 32,239	- 25.6%	↓	- 737,954	- 30.4%
Nantucket Regular Ferry	↓	- 3,505	-19.6%	↓	- 35,112	- 13.0%
Nantucket Fast Ferry	↓	- 10,513	- 52.5%	↓	- 164,069	- 53.3%
Nantucket Route Subtotal	↓	- 14,018	- 36.9%	↓	-199,181	- 34.4%
Total Passengers	↓	- 46,257	- 28.2%	↓	- 937,135	- 31.2%

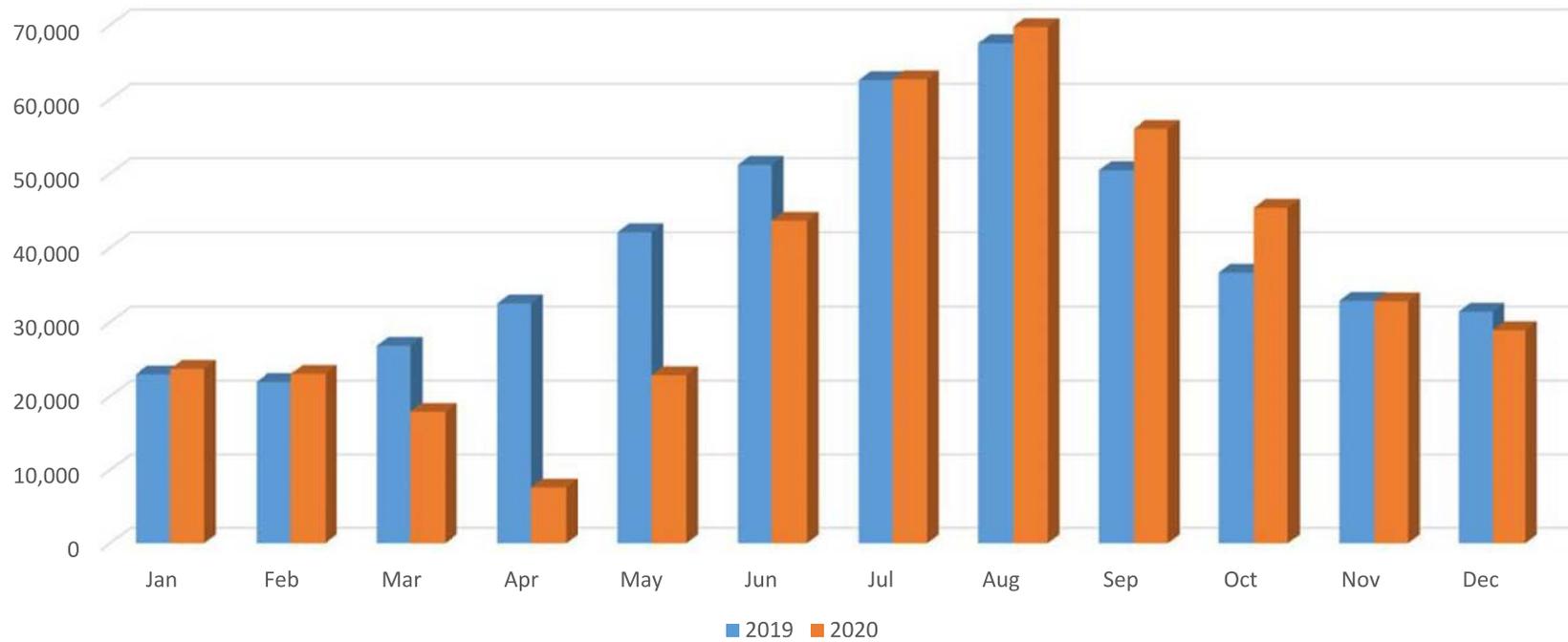
Passengers Carried 2019 - 2020



Automobiles Carried – December 2020 vs. 2019

		Monthly Variance vs. Prior Year	Monthly % Difference vs. Prior Year		Y-T-D Variance vs. Prior Year	Y-T-D % Difference vs. Prior Year
Martha's Vineyard Route						
Standard Fare	↑	882	7.6%	↓	- 6,324	- 2.4%
Excursion Fare	↓	- 3,361	- 21.6%	↓	- 37,475	- 24.3%
Total – Martha's Vineyard	↓	- 2,479	- 9.1%	↓	- 43,799	- 10.6%
Nantucket Route						
Standard Fare	↑	402	22.2%	↑	3,370	7.7%
Excursion Fare	↓	- 417	- 16.9%	↓	- 4,305	- 21.4%
Total - Nantucket	↓	- 15	- 0.4%	↓	- 935	- 1.5%
Total Automobiles	↓	- 2,494	- 7.9%	↓	- 44,734	- 9.3%

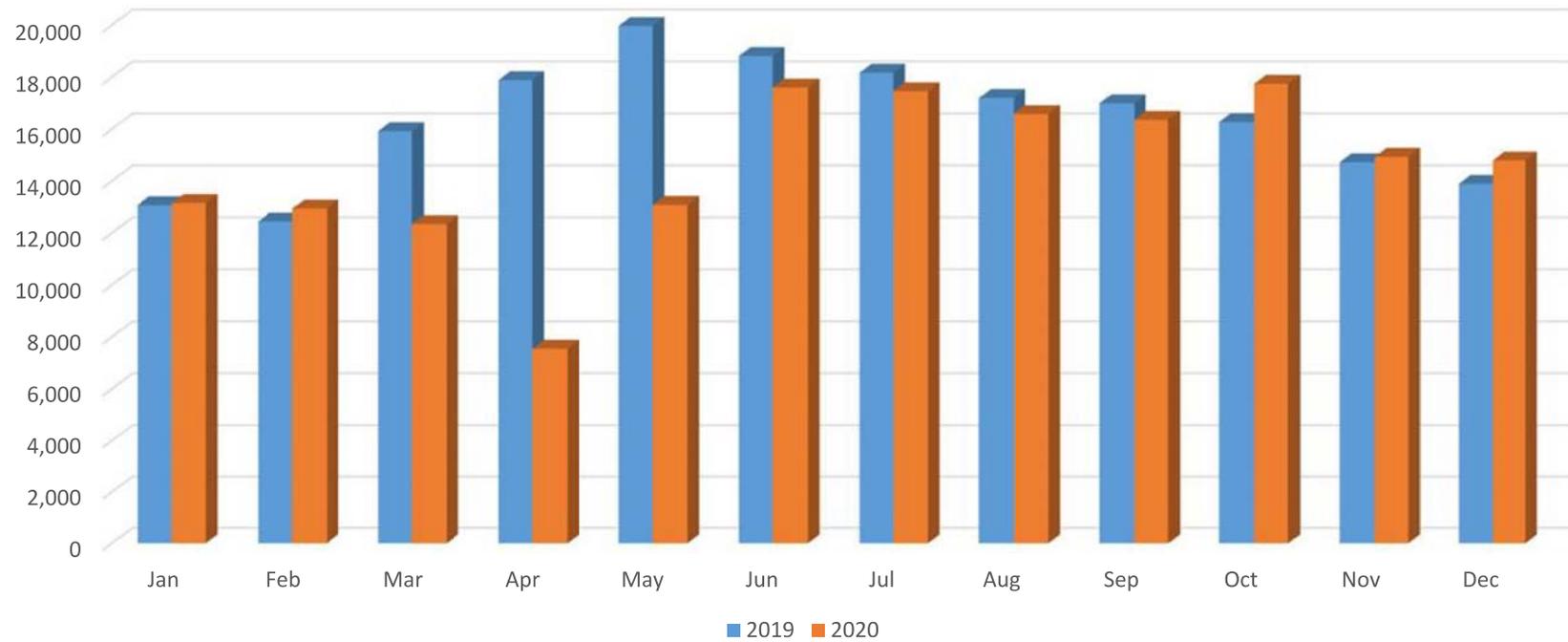
Automobiles Carried 2019 - 2020



Trucks Carried – December 2020 vs. 2019

		Monthly Variance vs. Prior Year	Monthly % Difference vs. Prior Year		Y-T-D Variance vs. Prior Year	Y-T-D % Difference vs. Prior Year
Martha's Vineyard Route						
Standard Fare	↑	394	12.7%	↓	- 4,880	- 9.8%
Excursion Fare	↓	- 351	- 9.4%	↓	- 4,834	- 12.7%
20 Feet & Over	↑	536	15.7%	↓	- 5,367	- 10.1%
Total – Martha's Vineyard	↑	579	5.7%	↓	- 15,081	- 10.7%
Nantucket Route						
Standard Fare	↑	125	18.4%	↓	- 1,563	- 13.4%
Excursion Fare	↓	- 21	- 2.3%	↓	- 947	- 10.8%
20 Feet & Over	↑	216	10.4%	↓	- 3,216	- 9.6%
Total - Nantucket	↑	320	8.7%	↓	- 5,726	- 10.6%
Total Trucks	↑	899	6.5%	↓	- 20,807	- 10.7%

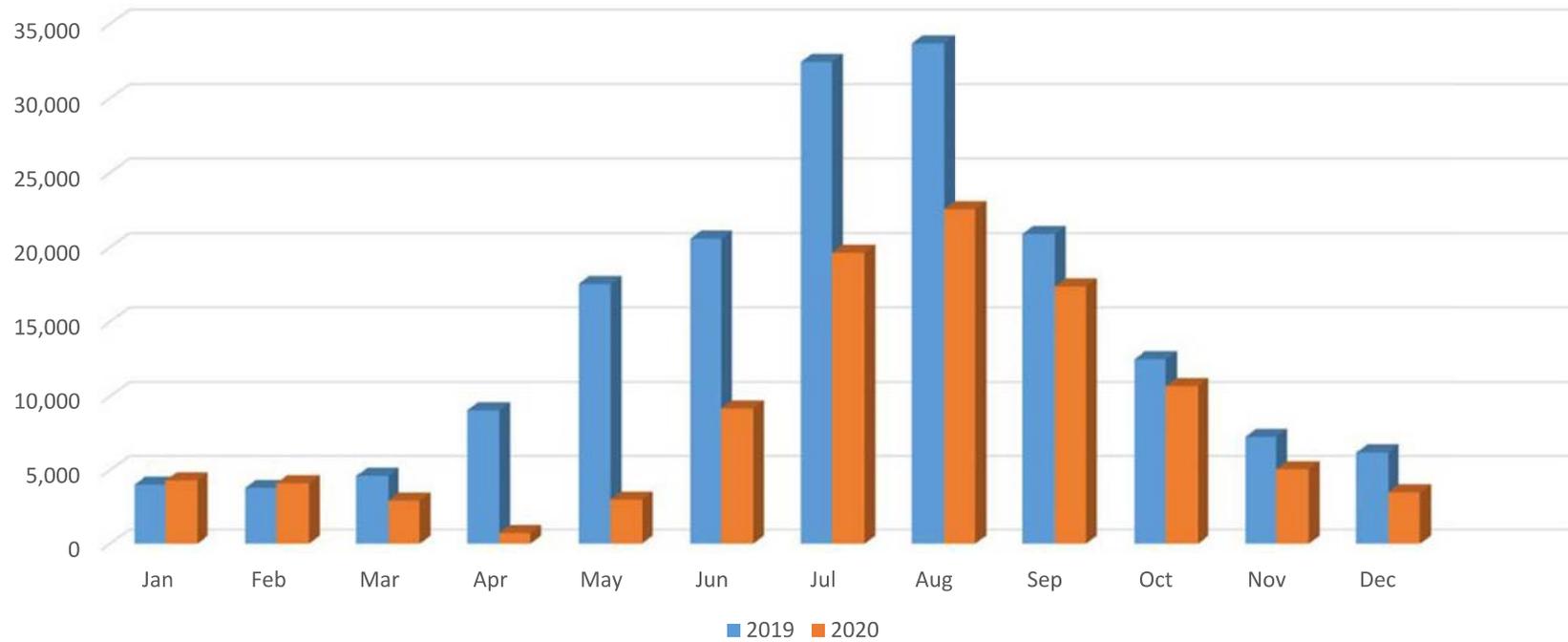
Trucks Carried 2019 - 2020



Cars Parked– December 2020 vs. 2019

		Monthly Variance vs. Prior Year	Monthly % Difference vs. Prior Year			Y-T-D Variance vs. Prior Year	Y-T-D % Difference vs. Prior Year
Martha's Vineyard Route	↓	- 1,769	- 41.5%		↓	- 53,878	- 39.8%
Nantucket Route	↓	- 938	- 48.5%		↓	- 15,696	- 42.3%
Total Cars Parked	↓	- 2,707	- 43.7%		↓	- 69,574	- 40.3%

Cars Parked 2019 - 2020



Financial Snapshot



December

- Operating Revenue of **\$5,598,913** was **lower** than budget by **\$383,340**
- Other Income of **\$397,582** was **higher** than budget by **\$60,357**
- Operating Expenses of **\$11,912,006** was **higher** than budget by **\$2,641,217**
- Income Deductions of **\$564,083** was **higher** than budget by **\$267,594**
- Net Operating Loss of **\$6,479,595** was **higher** than budget by **\$3,231,795**

January – December

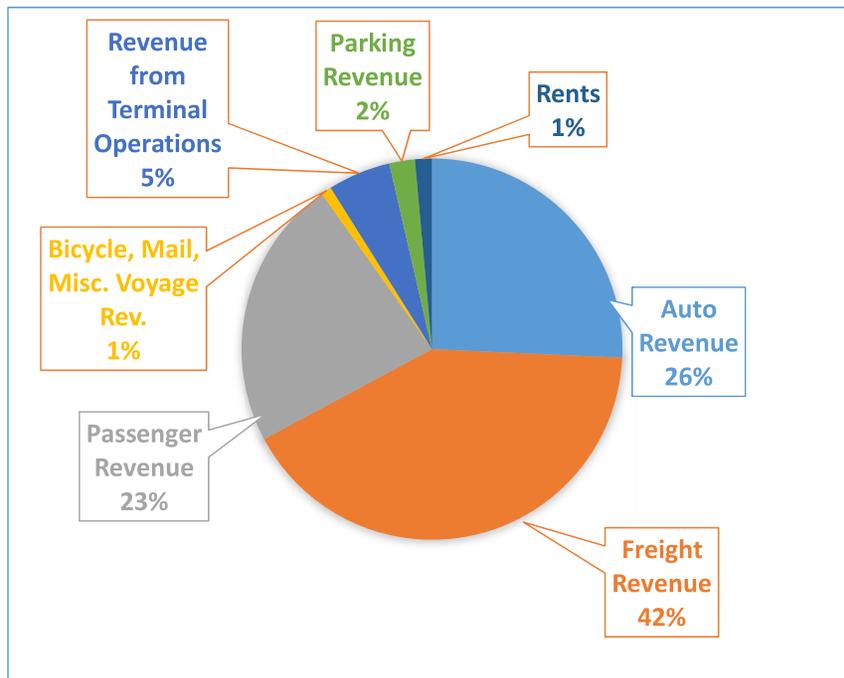
- Operating Revenue of **\$97,880,974** was **lower** than budget by **\$20,328,828**
- Other Income of **\$3,021,232** was **lower** than budget by **\$944,006**
- Operating Expenses of **\$108,466,641** was **lower** than budget by **\$3,136,955**
- Income Deductions of **\$4,451,053** was **higher** than budget by **\$895,932**
- Net Operating Loss of **\$12,015,488** was **higher** than budget by **\$19,031,811**

Operating Revenues – December 2020 vs. Budget

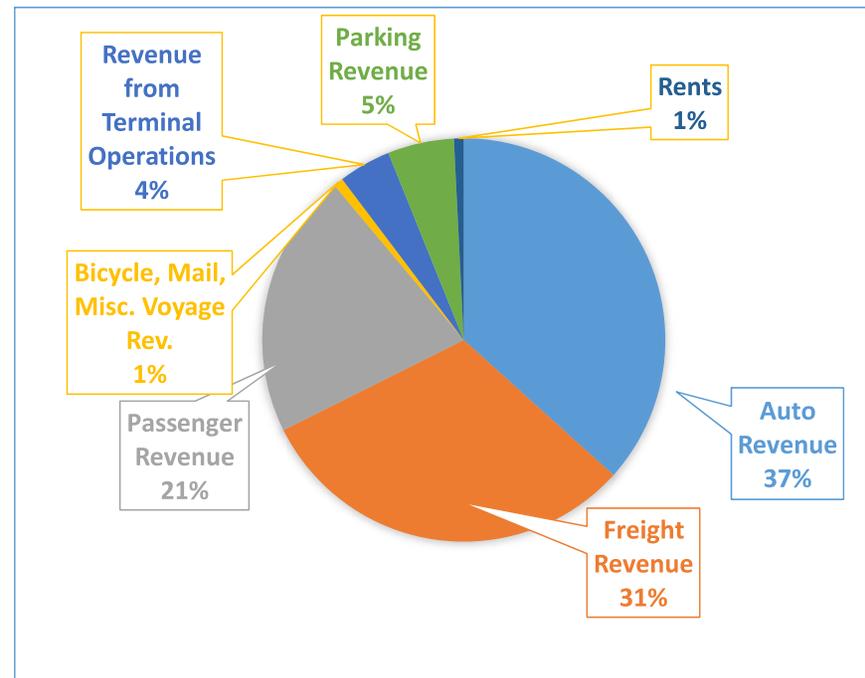
		Monthly Variance vs. Budget	Monthly % Difference vs. Budget		Y-T-D Variance vs. Budget	Y-T-D % Difference vs. Budget
Waterline Revenues						
Automobile Revenue	↑	\$ 188,760	15.1%	↓	\$ - 2,438,330	- 6.4%
Freight Revenue	↑	239,471	11.5%	↓	- 2,919,472	- 8.8%
Passenger Revenue	↓	- 711,853	- 35.6%	↓	- 11,857,761	- 36.3%
Misc. Voyage Revenue	↓	- 23,728	- 32.2%	↓	- 666,361	- 46.3%
Term. Oper. Revenue	↓	-33,390	-10.1%	↑	53,303	1.3%
Parking Revenue	↓	- 66,535	- 35.3%	↓	- 2,373,162	- 31.3%
Rent Revenue	↑	23,935	42.7%	↓	- 127,045	- 14.2%
Total Operating Revenue	↓	\$ - 383,340	- 6.4%	↓	\$ - 20,328,828	- 17.2%
Total Other Income	↑	\$ 60,357	17.9%	↓	\$ - 944,006	-23.8%
Total Operating & Other	↓	\$ - 322,983	- 5.1%	↓	\$ - 21,272,834	- 17.4%

Operating Revenues - 2020

December



January - December

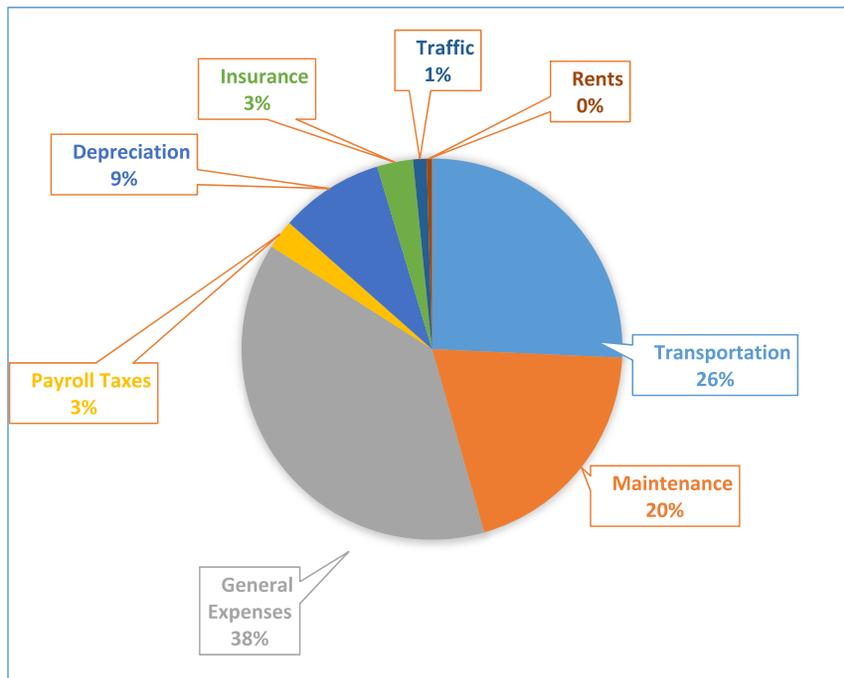


Operating Expenses – December 2020 vs. Budget

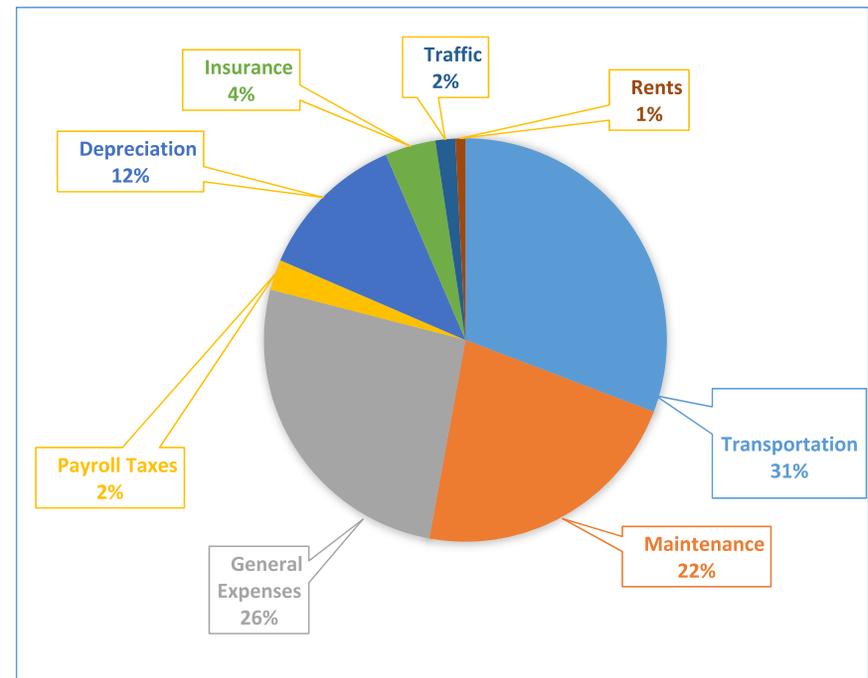
		Monthly Variance vs. Budget	Monthly % Difference vs. Budget		Y-T-D Variance vs. Budget	Y-T-D % Difference vs. Budget
Waterline Expenses						
Maintenance	↑	\$ 1,016,366	75.3%	↑	\$ 2,602,275	12.2%
Depreciation	↑	10,785	1.0%	↑	491,221	3.9%
Vessel Operations	↑	50,391	2.5%	↓	- 3,154,636	- 12.4%
Terminal Operations	↓	- 28,725	- 2.9%	↓	- 1,930,805	- 14.7%
Traffic Expense	↓	- 39,595	- 22.6%	↓	- 1,515,652	- 46.6%
General Expense	↑	1,609,617	54.2%	↑	786,075	2.9%
Insurance	↓	- 17,691	- 4.6%	↓	- 5,191	- 0.1%
Rents	↓	3,104	- 5.5%	↓	- 17,385	- 2.0%
Payroll Taxes	↑	43,172	17.1%	↓	- 392,858	- 12.9%
Total Operating Expenses	↑	\$ 2,641,217	28.5%	↓	\$ - 3,136,955	- 2.8%
Total Other Expenses	↑	\$ 267,594	90.3%	↑	\$ 895,932	25.2%
Total Operating & Other	↑	\$ 2,908,811	30.4%	↓	\$ - 2,241,023	- 1.9%

Operating Expenses - 2020

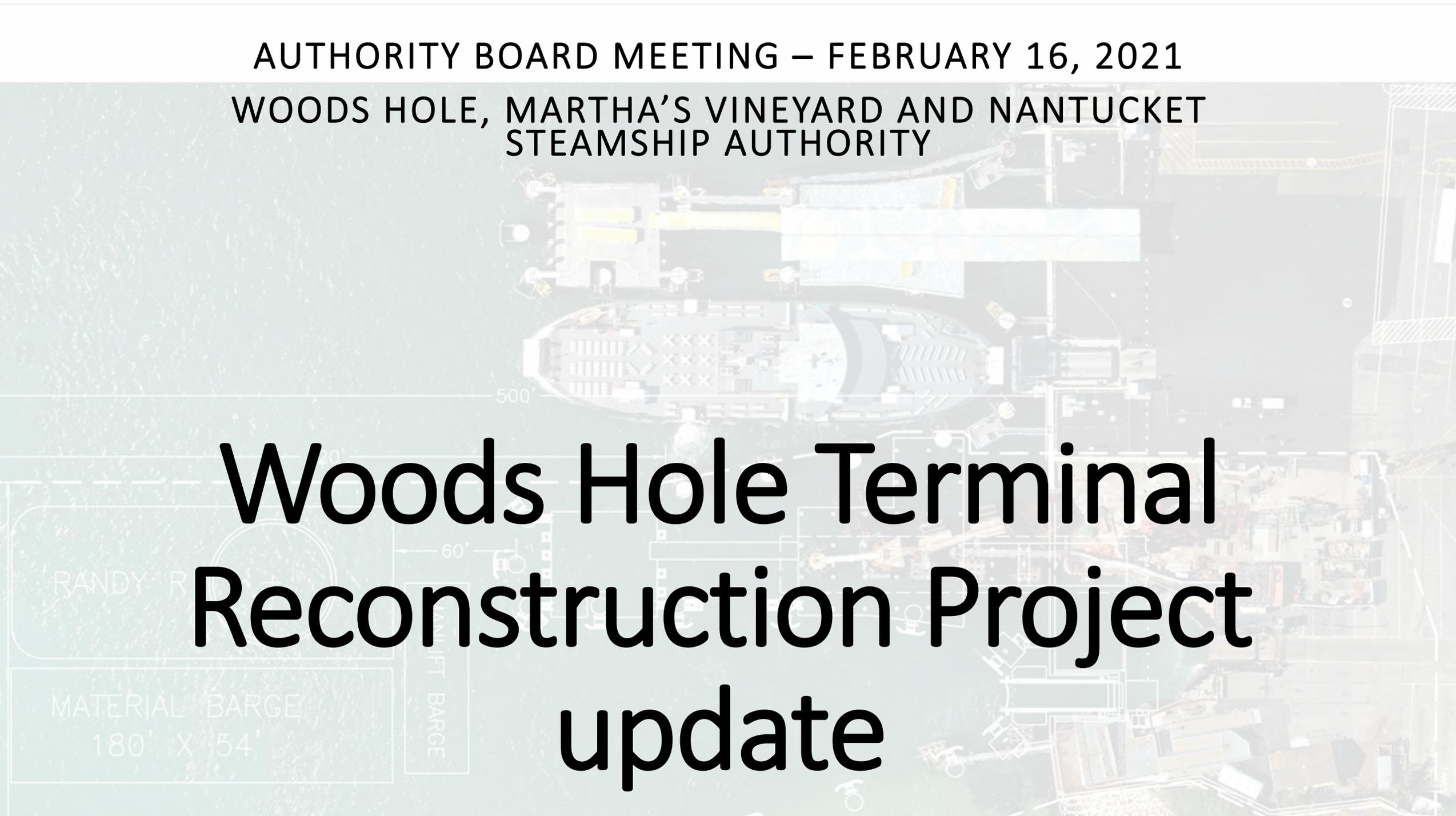
December



January - December



AUTHORITY BOARD MEETING – FEBRUARY 16, 2021
WOODS HOLE, MARTHA'S VINEYARD AND NANTUCKET
STEAMSHIP AUTHORITY

The background features a complex set of architectural drawings for a terminal reconstruction project. The drawings include a large, detailed plan of a terminal building with various rooms and structural elements. A prominent feature is a long, narrow structure, possibly a pier or walkway, extending from the main building. There are also smaller diagrams showing specific areas, such as a 'MATERIAL BARGE' (180' X 54') and a 'LIFT BARGE' (60' wide). The drawings are overlaid on a light green, textured background that resembles a map or a site plan. The text 'WOODS HOLE Terminal Reconstruction Project update' is superimposed over the drawings in a large, bold, black font.

Woods Hole Terminal Reconstruction Project update



January 29, 2021



February 3, 2021



February 4, 2021



February 4, 2021



February 4, 2021



February 4, 2021



February 4, 2021



February 9, 2021



February 10, 2021



February 10, 2021



February 9, 2021



February 9, 2021



February 9, 2021



February 9, 2021

MV Woods Hole
Underwater after Blast and First Coat Anti-Corrosive Paint



MV Woods Hole
Drawing Port Tail Shaft



MV Woods Hole
Transom



MV Woods Hole
Preparing Rudder Stock for Installation



02-05-2021

MV Woods Hole
Ballast Tank Inspection



MV Woods Hole



MV Woods Hole
New Fuel Oil Purifier in Operation



MV Woods Hole Dry Dock Highlights

- Installation of a new Diesel Oil Purifier System
- Overhaul of (2) Generators & Alternators
- Overhaul of Port and Starboard Tail shafts and Bearings
- Overhaul of Bow Thruster

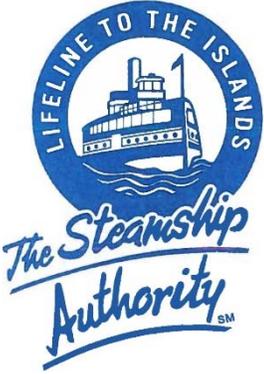
MV Woods Hole Dry Dock Repair Contract Items

Contract Item	Item Description	Credit	Cost
001	Dry Docking & Undocking		\$29,800
002A, 002B, 002D	Hull Internals: Inspection & Repair, UT Survey & Bilge Cleaning		7,400
003A, 003B, 003C, 003D	Hull: Clean, Prepare, Paint, Replace Anodes, Grit Blasting ,keel coolers		185,970
004A, 004B, 004C	Temporary Services & Slops		13,850
005	Sea Valve Cleaning & Overhaul		4,900
006A, 006B, 006C, 006D,	Shafts, Bearings & couplings, shaft removals & repairs, cutlass bearings		43,720
006E	Shaft Seals & 5 year overhaul		5,628
007	Port & Stbd Propeller Removal, Transport, Repairs and Re-installation		13,220
008A, 008B & 008C	Rudder Brg Clearances, Inspections and replacements		62,642
009	Hull Plate Steel Renewal	19,000	19,000
010	Coatings & surface preparation above rub rail		80,170
011	Tech Data & Reports		
012	Fuel Oil Purifier Installation		63,198
013	Generators, Alternator and Governor Overhaul		138,634
014	Bow Thruster Overhaul		50,770
015	Ballast Tank Inspections and Cleaning		7,720
016	Anchor Chain & Wire Inspections		3,360
	<u>Vessel Transportation</u>	22,000	22,000
	Total Contract Price and Credits	41,000	751,982
CO 001	Ballast Water Disposal		5,600
CO 002	Blast and Coat Freight Deck		99,797
CO 003	New Ladder to access bow thruster for maintenance		8,000
CO 004	New Freight Deck Cleats		4,896
CO 005, CO 006	Draft Marks, Replace Trip Brackets,		9,837
CO 007, CO 008	Thordon Bearings and Shaft Repairs		51,372
<u>CO 009, CO 010</u>	<u>Clean, Test Main Breakers, New Wire for Anchor Windlass</u>		<u>17,000</u>
	Total Change Orders		196,503
	Grand Total Contract Items, Credits and Change Orders		907,485

STAFF SUMMARY

Date: February 11, 2021

File# L-512



TO:		FOR:		FROM:
X	General Manager	X	Vote	Dept.: Legal
X	Board Members		Information	Author: Terence G. Kenneally
				Subject: Amendment of License Agreement with Cape & Islands Transport, Inc.

PURPOSE:

To request authorization to amend the license agreement with Cape & Islands Transport, Inc. (d/b/a Falmouth-Edgartown Ferry and referred to herein as “CIT”) by (1) allowing CIT to operate either the *M/V PIED PIPER* (O.N. 638449) or the *M/V SANDPIPER* (O.N. 1159884) to conduct its seasonal passenger transportation service between Falmouth Inner Harbor, Falmouth and Edgartown Memorial Wharf, Edgartown during portions of 2021; and (2) allowing CIT to operate a (yet to be purchased) ferry with a passenger capacity of less than forty (40) passengers between Falmouth Inner Harbor, Falmouth and Vineyard Haven Marina, Tisbury.

BACKGROUND:

At their meeting on December 15, 2020, the Members voted unanimously to authorize the General Manager to enter into a new license agreement with CIT (the “License”), as proposed by the management staff in Staff Summary No. L-507.

On January 25, 2021, counsel for CIT delivered two (2) letters to the undersigned that detail CIT’s request to (1) operate the *M/V SANDPIPER* as a substitute for the *M/V PIED PIPER* at CIT’s discretion and (2) operate a (yet to be purchased) ferry with a passenger capacity of less than forty (40) passengers between Falmouth Inner Harbor, Falmouth and Vineyard Haven Marina, Tisbury, which is located at 52 Beach Road.

1. *M/V SANDPIPER*

Under the current License, CIT may only operate the *M/V PIED PIPER* between Falmouth and Edgartown. Within its recent request, CIT seeks to add the *M/V SANDPIPER* as an available vessel, which will allow CIT more flexibility in its scheduling cleaning and other service for the *M/V PIED PIPER* and reduce wear and tear on the *M/V PIED PIPER*. CIT is not seeking any other changes to its operating model or the License by adding the *M/V SANDPIPER* as an available vessel.

2. *New Service Request between Falmouth Inner Harbor, Falmouth and Vineyard Haven Marina, Tisbury*

CIT also seeks to begin a new service between Falmouth Inner Harbor, Falmouth and Vineyard Haven Marina, Tisbury with a (yet to be purchased) ferry with a passenger capacity of less than forty (40) passengers. This service would offer one daily trip departing from Falmouth at 8:30 a.m., or earlier, with a daily return trip departing from Vineyard Haven at 9:45 p.m., or later. The service may operate throughout the year, but it is primarily intended for the benefit of employees and customers of businesses affiliated with CIT who will not be charged by CIT for their passage. Accordingly, CIT has requested that these same employees and customers of businesses affiliated with CIT not be subject to inclusion in CIT's license fee payments to the Authority.¹

Under the current License, CIT and any of its affiliates with a common controlling interest are prohibited from operating any other ferry service between the Massachusetts mainland and either Nantucket or Martha's Vineyard (or between said islands), including service with a vessel with a capacity of fewer than forty (40) passengers; provided, however, that upon reasonable advance notice, the Authority's General Manager, at his sole discretion and judgment, may approve the operation by CIT or one of its affiliates of a scheduled ferry service between the Massachusetts mainland and either Nantucket or Martha's Vineyard (or between said islands), provided that the passengers carried on the ferry are included in the number of passengers for which Licensee is required to pay a license fee and the ferry has a capacity of fewer than forty (40) passengers.

Furthermore, under the Authority's Licensing Policy, the Authority shall consider whether there has been an expressed need for a proposed new service by its potential patrons and the communities which would be served by it, especially when the service will be operating from a new port. The Licensing Policy's emphasis remains on providing for the needs of the islands, with due consideration for the concomitant burdens thereby placed upon the mainland port communities. In no event should the emphasis be allowed to shift to that of serving the needs or desires of private entrepreneurs and investors at public expense or subsidy.

Here, CIT's proposal is a new service because currently there is no service operating directly between Vineyard Haven and Falmouth Harbor. CIT's proposed new service would potentially carry passengers who typically seek passage on the Authority's ferries departing from Woods Hole or other licensed services departing from Falmouth Harbor. Although the capacity of CIT's (yet to be purchased) ferry would be fewer than forty (40) passengers, it would siphon some passenger traffic from the ferries currently providing service to Martha's Vineyard, but the proposal is for only one daily roundtrip of no more than forty (40) passengers each trip. Assuming that each of CIT's potential passengers (40) were to otherwise book roundtrip tickets on the Authority's traditional ferries (\$19.00 per roundtrip) between Woods Hole and Vineyard Haven every day between Memorial Day and Labor Day (98 days), the potential loss of gross revenue to the Authority would be \$74,480. Clearly, this scenario is unlikely, but it provides some scale to CIT's request. Any collected license fees would offset some of the loss of revenue without incurring overhead and other costs associated with providing the service.

¹ Under the terms of the licensing agreement, CIT's employees are not considered "passengers" for the purposes of calculating the licensing fees.

After reviewing CIT's request for a new service from Falmouth Inner Harbor to Vineyard Haven Marina, it appears that the service would only benefit CIT's affiliated businesses and their customers and employees, but if all of the passengers carried on CIT 's (yet to be purchased) ferry are included in the number of passengers for which CIT is required to pay a license fee then CIT's proposal would meet the requirements of its license agreement with the Authority.

RECOMMENDATION:

The staff recommends that the Members vote to authorize the General Manager to execute license agreement amendments with Cape & Islands Transport, Inc. that would:

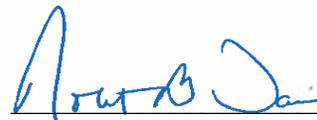
- (1) allow CIT to add the *M/V SANDPIPER* as a substitute vessel for the *M/V PIED PIPER* providing CIT's licensed service between Falmouth Harbor and Edgartown; and
- (2) allow CIT to operate a new service between Falmouth Inner Harbor, Falmouth and Vineyard Haven Marina, Tisbury with a (yet to be purchased) ferry with a passenger capacity of less than forty (40) passengers offering one daily trip departing from Falmouth at 8:30 a.m., or earlier, and a daily return trip departing from Vineyard Haven at 9:45 p.m., or later provided all of the passengers carried on CIT 's (yet to be purchased) ferry are included in the number of passengers for which CIT is required to pay a license fee.

The staff further recommends that the Members' vote also authorize the General Manager to take all necessary and appropriate actions to carry out the license agreement amendments and fulfill the Authority's obligations thereunder.



Terence G. Kenneally
General Counsel

APPROVED:



Robert B. Davis
General Manager

LICENSE AGREEMENT

This License Agreement (hereinafter referred to as the "Agreement") is entered into as of the fifteenth day of December 2020, by and between Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (hereinafter referred to as the "Authority") and Cape & Islands Transport, Inc. (hereinafter referred to as the "Licensee").

WHEREAS, Licensee desires to operate a seasonal passenger transportation service with the Motor Vessel PIED PIPER, (hereinafter referred to as the "Vessel"), directly between Falmouth Inner Harbor, Falmouth and Edgartown Memorial Wharf, Edgartown during portions of 2021 (hereinafter referred to as the "Services"); and

WHEREAS, the Authority is willing to consent to the provision of the Services under the conditions and provisions set forth herein;

NOW, THEREFORE, in consideration of the provisions hereof and the mutual promises contained herein, the parties agree as follows:

1. License Provided to Licensee by the Authority.

In the exercise of its discretion, as necessary or desirable to serve the purposes of chapter 701 of the Acts of 1960, as amended, the Authority hereby licenses Licensee to provide the Services, subject to the terms and provisions of this Agreement. This license is granted only to Licensee for such Services provided by the Vessel herein specified, and is not transferable or assignable to any other person, entity or vessel without the express written approval of the Authority. During the term of this Agreement, Licensee agrees that neither the Vessel nor any other vessel owned or operated by Licensee will be operated for hire between the mainland of The Commonwealth and the island of Nantucket, or between the mainland of The Commonwealth and the island of Martha's Vineyard, or between said islands, except in strict accordance with the terms and provisions hereof or the terms of another License Agreement entered into between the Authority and Licensee; and, further, that Licensee shall not enter into any contract or other commitment for the construction, purchase, lease or charter of any vessel intended to replace or supplement the Vessel in connection with the provision of the Services without first obtaining the Authority's written approval of such contract or other commitment. Without limiting the preceding sentence, Licensee agrees that it and any of its affiliates with a common controlling interest are prohibited from operating any other ferry service between the Massachusetts mainland and either Nantucket or Martha's Vineyard (or between said islands), including service with a vessel with a capacity of fewer than forty (40) passengers; provided, however, that upon reasonable advance notice, the Authority's General Manager, at his sole discretion and judgment, may approve the operation by Licensee or one of its affiliates of:

- (a) an occasional charter trip between the Massachusetts mainland and either Nantucket or Martha's Vineyard (or between said islands), provided that the passengers carried on the charter trip are included in the number of passengers for which Licensee is required to pay a license fee; and/of
- (b) a scheduled ferry service between the Massachusetts mainland and either Nantucket or Martha's Vineyard (or between said islands), provided that the passengers carried on the ferry are included in the number of passengers for which Licensee is required to pay a license fee and the ferry has a capacity of fewer than forty (40) passengers.

2. Agreement to Provide the Services.

Safe operating conditions permitting, Licensee shall provide the Services in accordance with the schedule attached hereto and marked as Exhibit A. Any and all changes to Licensee's schedule of licensed trips shall be subject to the approval of the Authority. Licensee agrees that in providing the Services, it will not carry more than one hundred (100) passengers per trip on the Vessel, except as specifically permitted and set forth in Exhibit A. Licensee also agrees that, in the event it anticipates that any four or more consecutive one-way trips (two round trips) of the Vessel will be cancelled for weather-related, mechanical or any other reason, or if any four or more consecutive one-way trips are cancelled, Licensee will immediately notify the Authority of such anticipated or actual cancellations, as the case may be.

3. Limitation on the Services.

The Services provided by Licensee shall not include the carriage of motor vehicles, freight or mopeds.

4. Shoreside Facilities.

Licensee agrees that it shall obtain and comply with all applicable permits, licenses, approvals and regulations of federal, state and local authorities necessary for the operation of its shoreside facilities that are used in connection with the Services, including but not limited to all regulations promulgated by the Massachusetts Architectural Access Board regarding transportation terminals (521 CMR 18) as may be applicable to Licensee's operations. Licensee also agrees that it is not authorized to use the Authority's dockage facilities, wharves, piers, or any other property, either real or personal, in any way.

5. License Fees and Reporting Requirements.

The Authority shall receive payments from Licensee for each passenger carried on the Vessel on a one-way basis between Falmouth and Edgartown, or vice versa, in the amounts set forth in the License Fee Formula attached hereto and marked as Exhibit B, which payments shall be retained by the Authority as License Fees. Further:

- (a) For the purposes of this Article, "passengers" shall not include employees of Licensee.
- (b) Licensee agrees to provide the Authority with monthly reports as to the number of passengers transported on the Vessel on a trip-by-trip basis. Each report will be provided to the Authority by the first week of the following month, and any payment of License Fees due to the Authority based upon the passengers shown to have been transported in that report shall be due on the fifteenth (15th) day of that following month.
- (c) Licensee also agrees to permit the Authority, through its General Manager or any other person designated by the General Manager, to enter onto Licensee's property and facilities and to review Licensee's records and operations at any time to determine the accuracy of the aforesaid reports or to verify Licensee's compliance with its obligations under this Agreement.
- (d) Notwithstanding and without limiting any other provision of this Agreement, the Authority may terminate this Agreement whenever any report due under this Article is more than five (5) days overdue, or whenever any amount not reasonably disputed by Licensee to be due under this Article is more than seven (7) days overdue, provided that the Authority has given Licensee three (3) business days' notice that the said report or amount is overdue.

6. No Requirement to Provide or Use Authority Employees.

Licensee shall not be required to hire, nor shall the Authority be required to provide, any employee of the Authority for the provision of the Services hereunder.

7. Provisions Governing Sale of Tickets.

Licensee shall be solely responsible for the sale of passenger and bicycle tickets for passage aboard the Vessel. The Authority shall in no way be responsible for the sale of such tickets.

8. Recognition of the Authority's Statutory Responsibilities.

Licensee acknowledges that it is the statutory responsibility of the Authority to provide adequate transportation of persons and necessities of life for the islands of Nantucket and Martha's Vineyard. If the provision of the Services adversely affects the ability of the Authority to fulfill its statutory responsibilities, the Authority shall so notify Licensee and attempt to resolve the matter. If the matter is not so resolved within ten (10) days after the service of such notice, the Authority may terminate this Agreement immediately upon the expiration of the aforesaid ten (10) days. It is also acknowledged by Licensee that the Authority from time to time may change, in its sole discretion, its schedules of operations and, as a consequence, may require Licensee to change its licensed trips so that they neither conflict with those of the Authority nor cause undue congestion in Falmouth Inner Harbor, Edgartown Harbor, or any harbors, bays or waters traveled by the Authority's vessels. Licensee also acknowledges that the Authority may require Licensee to change its licensed trips so that the Vessel's sailings from Falmouth Inner Harbor follow, rather than precede or coincide with, the scheduled departures of the M/V ISLAND QUEEN.

9. Compliance with All Applicable Laws and Regulations.

Licensee warrants that the Vessel shall be operated with all necessary permits, licenses and approvals of federal, state and local authorities necessary for the operation of the Vessel and the provision of the Services, and that the Vessel shall be operated in compliance with all applicable laws and regulations, including but in no way limited to all laws and regulations pertaining to:

- (a) the installation and operation of marine sanitation devices to prevent the pollution of harbors due to the discharge of waste into the water; and
- (b) the carrying of an appropriate amount of lifesaving and firefighting equipment on the Vessel.

Licensee also warrants that it shall conform to such instructions given by the harbor master of each port served by the Vessel with respect to the Vessel's speed and operation, having due regard for the safety of the public and the use of the water by others. Licensee also warrants that the Vessel shall be accessible to, functional for, and safe for use by physically handicapped persons; that no person shall be permitted to smoke in or upon the Vessel, in accordance with the provisions of section 43A of chapter 272 of the Massachusetts General Laws; and that the Vessel shall be outfitted with a sufficient number of life floats or buoyant apparatuses for all persons on board.

10. Termination of Agreement for Cause.

This Agreement and the license issued hereunder may be terminated by the Authority at any time for cause. Cause shall include but in no way be limited to:

- (a) Any material breach by Licensee of any of its obligations under this Agreement;
- (b) Any assignment by Licensee, or the execution of any trust indenture and security agreement or similar instrument, for the benefit of creditors;
- (c) A filing by Licensee of any petition for bankruptcy or reorganization;
- (d) A filing of any petition against Licensee for its adjudication as bankrupt, if such petition is not dismissed within thirty (30) days after its filing;
- (e) A declaration that Licensee is insolvent according to law;
- (f) An appointment of a receiver or similar officer to take care of any of Licensee's property;
- (g) The taking of any property used by Licensee in connection with the Services on execution or by other process of law;
- (h) The failure by Licensee, for a period of ten (10) days after notice thereof, to keep, perform and observe each and every promise, covenant and agreement contained herein on its part to be kept, performed or observed;
- (i) An interruption of the Services for any reason for a period of thirty (30) consecutive days; and/or
- (j) A determination by a court of competent jurisdiction or an appropriate regulatory governmental agency that the Services are in any way unauthorized by, or in violation of, any provision of law or any regulation promulgated thereunder.

The waiver of, or failure to exercise, the rights so to terminate this Agreement in the event of any event or events constituting cause for termination shall not impair or prejudice, or be, or be construed as, a waiver of the right so to terminate this Agreement in the event of any subsequent event or events constituting cause for termination.

11. Cessation of the Services upon the Agreement's Termination.

Within ten (10) days after service of written notice by the Authority of the termination of this Agreement and the license issued hereunder for cause pursuant to the provisions of Article 10, Licensee shall cease providing the Services and also shall cease all other actions licensed and permitted by this Agreement. In addition, upon receipt of written notice by the Authority of its

termination of this Agreement and the license issued hereunder pursuant to the provisions of Article 5 and/or Article 8, Licensee immediately shall cease providing the Services and also shall immediately cease all other actions licensed and permitted by this Agreement. In the event of any termination of this Agreement under the provisions of Article 5 and/or Article 8 and/or Article 10, Licensee agrees that:

- (a) It shall have no remedy at law or in equity against the Authority or its Members for specific performance of this Agreement or the license issued hereunder;
- (b) The Authority will be irreparably harmed by any continuation of the Services by Licensee and/or the continuation by Licensee of any other actions licensed or permitted by this Agreement;
- (c) The Authority will be entitled to equitable and injunctive relief restraining and prohibiting any continuation of the Services by Licensee and/or the continuation by Licensee of any other actions licensed or permitted under this Agreement and/or any operation of the Vessel between the mainland of The Commonwealth and the island of Nantucket, or between the mainland of The Commonwealth and the island of Martha's Vineyard, or between said islands, except as otherwise permitted under Section 5 of the Authority's enabling act, chapter 701 of the Acts of 1960, as amended, or another License Agreement entered into between the Authority and Licensee.

Further, any remaining reports due from Licensee and any remaining amounts payable by Licensee shall be due and payable within seven (7) days of said termination and all other obligations of the parties shall cease.

12. Assignments.

Neither this Agreement, nor the license issued hereunder, nor any rights created thereby, may be assigned by either party without the consent of the other, and no assignment by operation of law shall be effective without such consent.

13. Notices and Communications.

Any and all notices and communications required by or in any way connected with or related to this Agreement shall be in writing and shall be deemed to have been duly served when hand delivered or, if mailed by certified or registered mail, two business days after being so mailed, as the case may be, addressed as follows:

If to the Authority, to

Robert B. Davis, General Manager
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
P.O. Box 284
Foot of Railroad Avenue
Woods Hole, Massachusetts 02543

If to Licensee, to

Vincent Geoffroy, President
Cape & Islands Transport, Inc.
278 Scranton Avenue
Falmouth, Massachusetts 02540

PAUL Porter General Manager
Cape & Islands Transport, Inc.
278 Scranton Avenue
Falmouth, Massachusetts 02540

Either party may, by notice to the other given as herein required, designate a different and one additional address for the purpose of said notices and communications.

14. Reimbursement of the Authority's Expenses.

Licensee shall reimburse the Authority for any expenses which the Authority incurs that are directly related to Licensee's provision of the Services. Bills for reimbursement may be submitted weekly, and payment shall be made on or before the seventh day following receipt by Licensee of any bill submitted in accordance herewith. Such expenses include but are in no way limited to any towing expenses incurred by the Authority for the Vessel, reasonable expenses incurred by the Authority on account of the Vessel's delayed arrival or departure, and expenses incurred by the Authority at the request of Licensee. Such expenses, however, shall not include increased overhead which cannot directly be attributed to the Services or the Authority's costs of administering the license, except to the extent provided for under Article 16.

15. No Responsibility of the Authority to Perform Any Services.

The Authority shall have no responsibility to perform any services in connection with the operation of the Vessel, or in connection with the Services. Nothing in this Agreement shall in any way be construed as or constitute a partnership or joint venture between the parties hereto or shall in any way impose upon the Authority any obligations or liability for the debts, conduct or obligations of Licensee. All persons employed by Licensee in the performance of the Services shall be employees of Licensee, and not of the Authority, and they shall be subject to the exclusive control and direction of Licensee. Licensee shall not, in advertising or other promotional activities, or in any other actions or activities in connection with the Services, contract in the name of the Authority or suggest that the Authority in any way provides or is responsible for the Services.

16. Indemnification Provisions.

Licensee expressly agrees to indemnify, hold harmless, reimburse and defend the Authority at all times against any claims, costs, expenses, liabilities, obligations, losses and/or damages (including, but not limited to, legal fees incurred in connection therewith) of any nature, incurred by or imposed upon the Authority which results, arises out of or is based upon:

- (a) any misrepresentation made by Licensee in this Agreement or in any document submitted by Licensee to the Authority in connection herewith;
- (b) any material breach by Licensee of any of its obligations under this Agreement; and/or
- (c) any failure by Licensee to keep, perform and observe each and every promise, covenant and agreement contained herein on its part to be kept, performed or observed.

17. Insurance Requirements.

Licensee agrees to procure and maintain public liability insurance coverage during the term of this Agreement with a limit of no less than \$2,000,000 per occurrence, combined single limit for bodily injury and property damage. A certified copy of each policy, or a certificate evidencing the existence thereof, shall be delivered to the Authority within ten (10) days after the execution of this Agreement. Licensee also warrants that it shall report to the Authority in writing all accidents in which it is involved resulting in loss of life or serious personal injury or considerable property damage promptly after their occurrence.

18. Express Limitation on the Term of the Agreement.

Licensee expressly agrees that nothing in this Agreement, whether standing alone or in combination with other events, agreements, instruments, documents or understandings, entitles Licensee to any extension of the Services beyond September 7, 2021, and that the Authority shall in no way be obligated to license Licensee to operate any transportation service after September 7, 2021. Any license for services subsequent to September 7, 2021 may be granted only by an instrument of equal formality signed by the duly authorized representatives of the respective parties.

19. Licensee's Compliance with Tax Laws.

Licensee agrees that during the term of this Agreement it shall comply with all laws of The Commonwealth of Massachusetts relating to taxes, the reporting of employees and contractors, and the withholding and remitting of child support.

20. Licensee's Agreement Not to Use Confusing Business Names.

During the term of this Agreement, Licensee agrees not to use the name "Falmouth Ferry Service" or any other name which might create confusion with the public between its service and the service provided by Island Commuter Corp. The use of any and all trade names and "d/b/a's" by Licensee during the term of this Agreement shall be subject to the Authority's approval, which approval shall not unreasonably be withheld. In this regard, the Authority specifically approves Licensee's use of the business name "Falmouth-Edgartown Ferry Service."

21. Governing Law and Interpretation.

A. This Agreement shall be governed by and interpreted under the laws of The Commonwealth of Massachusetts.

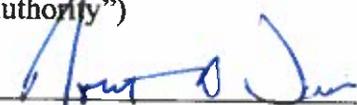
B. In computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default after which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday. As used in this Agreement, "legal holiday" includes those days specified in Mass. G.L. c. 4, § 7, and any other day appointed as a holiday by the President or the Congress of the United States or designated by the laws of the Commonwealth.

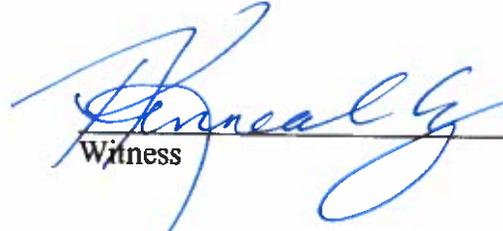
22. Agreement Reflects Entire Understanding of the Parties.

The making, execution and delivery of this Agreement by the parties have been induced by no statements, representations, warranties, understandings or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the duly authorized officer of the respective parties.

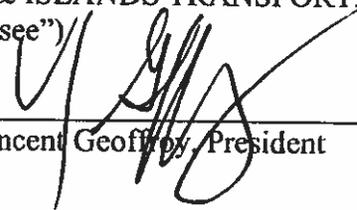
IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date hereinabove set forth.

WOODS HOLE, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY
(the "Authority")

By: 
Robert B. Davis, General Manager


Witness

CAPE & ISLANDS TRANSPORT, INC.
("Licensee")

By: 
Vincent Geoffroy, President

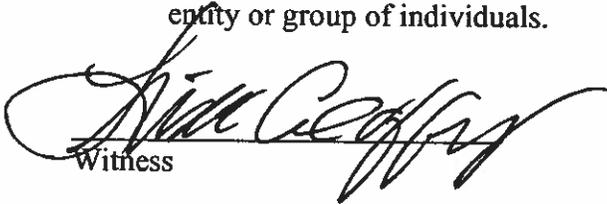

Witness

CERTIFICATION BY LICENSEE

I, Vincent Geoffroy, President of Cape & Islands Transport, Inc., the Licensee named herein, hereby certify under the penalties of perjury, to the best of my knowledge, information and belief, that:

1. Licensee has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
2. No person, corporation or other entity, other than a bona fide full time employee of the Licensee, has been retained or hired by Licensee to solicit for or in any way assist Licensee in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to Licensee.
3. No Member, employee or agent of the Authority shall be in the employ of, or be in any way, directly or indirectly, financially interested in any partnership, corporation or association having any financial transactions connected with this Agreement.
4. Pursuant to Mass. G.L. c. 62C, sec. 49A, Licensee has complied with all laws of The Commonwealth of Massachusetts relating to taxes, the reporting of employees and contractors, and the withholding and remitting of child support.

5. Pursuant to St. 1990, c. 521, sec. 7, as amended by St. 1991, c. 329, Licensee does not have fifty or more employees or, if it does so employ fifty or more employees, it has established a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program or it offers child care tuition assistance or on-site or near-site subsidized child care placements.
6. Pursuant to Mass. G.L. c. 7, sec. 22C, Licensee does not employ ten or more employees in an office or other facility located in Northern Ireland or, if it does so employ ten or more employees there, (a) it does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political beliefs; and (b) it promotes religious tolerance within the work place and the eradication of any manifestations of religious and other illegal discrimination.
7. Pursuant to Mass. G.L. c. 23A, sec. 59, relative to any business interest in or involvement with or in the People's Republic of China, Licensee shall (a) seek to ensure employment policies that do not entail discrimination based on sex, religion, ethnic or national background, political belief, nonviolent political activity or political party membership; (b) ensure, through consultation with relevant governmental authorities where appropriate, that methods of production used do not pose an unnecessary physical danger to workers, to neighboring populations and property and to the surrounding environment; (c) ensure that no convict or forced labor under penal sanctions is knowingly used; (d) ensure that no goods that are mined, produced or manufactured, in whole or in part, by convict or forced labor under penal sanctions are knowingly used; (e) undertake to encourage freedom of assembly, association and expression, including, without limitations, prevention of the termination of individuals who express political opinions whether or not at the work place; (f) discourage compulsory political indoctrination on the premises of the work place; and (g) when the opportunity arises, attempt to raise with the relevant agencies of the Chinese government those individuals detained, arrested or convicted since June 1989 solely for nonviolent expression of their political views or for peaceful religious or labor activity.
8. This Agreement has been entered into in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.


Witness

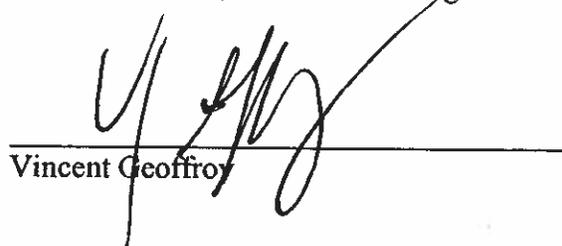

Vincent Geoffroy

EXHIBIT A

SCHEDULE OF LICENSED TRIPS

The Authority from time to time may require Licensee to change its licensed trips so that they neither conflict with those of the Authority nor cause undue congestion in Falmouth Inner Harbor, Edgartown Harbor, or any harbors, bays or waters traveled by the Authority's vessels. The Authority may also require Licensee to change its licensed trips so that the Vessel's sailings from Falmouth Inner Harbor follow, rather than precede or coincide with, the scheduled departures of the M/V ISLAND QUEEN.

Spring Weekends Schedule:

Commencing the Friday immediately preceding Memorial Day through the Thursday immediately preceding Independence Day:

On Fridays **only**:

<u>Leave</u> <u>Falmouth</u>	<u>Arrive</u> <u>Edgartown</u>	<u>Leave</u> <u>Edgartown</u>	<u>Arrive</u> <u>Falmouth</u>
11:30 am	12:30 pm	12:45 pm	1:45 pm
4:00 pm	5:00 pm	5:15 pm	6:15 pm
6:30 pm	7:30 pm	7:45 pm	8:45 pm

On Saturdays, Sundays and Memorial Day **only**:

<u>Leave</u> <u>Falmouth</u>	<u>Arrive</u> <u>Edgartown</u>	<u>Leave</u> <u>Edgartown</u>	<u>Arrive</u> <u>Falmouth</u>
9:00 am	10:00 am	10:15 am	11:15 am
11:30 am	12:30 pm	12:45 pm	1:45 pm
4:00 pm	5:00 pm	5:15 pm	6:15 pm

Summer Schedule:

Commencing on the Friday immediately preceding Independence Day through Labor Day:

On Mondays through Saturdays:

<u>Leave Falmouth</u>	<u>Arrive Edgartown</u>	<u>Leave Edgartown</u>	<u>Arrive Falmouth</u>
8:30 am	9:30 am	9:45 am	10:45 am
11:00 am	12:00 noon	12:15 pm	1:15 pm
1:30 pm	2:30 pm	2:45 pm	3:45 pm
4:00 pm	5:00 pm	5:15 pm	6:15 pm
7:00 pm ^{FO}	8:00 pm	8:15 pm ^{FO}	9:15 pm

^{FO} Operates Fridays only

On Sundays and Labor Day **only**:

<u>Leave Falmouth</u>	<u>Arrive Edgartown</u>	<u>Leave Edgartown</u>	<u>Arrive Falmouth</u>
10:00 am	11:00 am	11:15 am	12:15 pm
12:30 pm	1:30 pm	1:45 pm	2:45 pm
3:00 pm	4:00 pm	4:15 pm ^{SHO}	5:15 pm
6:00 pm	7:00 pm	7:15 pm ^{SHO}	8:15 pm

^{SHO} Licensee is allowed to carry up to 135 passengers on these two trips originating from Edgartown on Sundays and holidays **only**.

EXHIBIT B

LICENSE FEE FORMULA

For each calendar year during the term of this Agreement, Cape & Islands Transport, Inc. ("Licensee") shall be required to pay the following per-passenger license fees in connection with its Falmouth-Edgartown service:

- (1) 5% of the Authority's "average revenue per passenger for its Martha's Vineyard route the previous year" for each passenger carried by Licensee on a one-way basis between Falmouth and Edgartown up to 20,000 per year;
- (2) 30% of the Authority's "average revenue per passenger for its Martha's Vineyard route the previous year" for each passenger carried by Licensee on a one-way basis between Falmouth and Edgartown in excess of 20,000 but no more than 25,000 per year;
- (3) 40% of the Authority's "average revenue per passenger for its Martha's Vineyard route the previous year" for each passenger carried by Licensee on a one-way basis between Falmouth and Edgartown in excess of 25,000 but no more than 30,000 per year; and
- (4) 50% of the Authority's "average revenue per passenger for its Martha's Vineyard the previous year" for each passenger carried by Licensee on a one-way basis between Falmouth and Edgartown in excess of 30,000 per year.

The term "average revenue per passenger for its [the Authority's] Martha's Vineyard route the previous year" is equal to the sum of all of the Authority's passenger, concession and parking revenues derived from the Martha's Vineyard route during the previous calendar year, divided by the total number of passengers carried by the Authority on that route during that calendar year.

STAFF SUMMARY

Date: February 10, 2021

File# A-659



TO:		FOR:		FROM:
X	General Manager	X	Vote	Dept.: Accounting
X	Board Members		Information	Author: Mark K. Rozum
				Subject: Proposed 2021 Capital Budget

PURPOSE: To review and request approval of the staff's proposed 2021 Capital Budget.

BACKGROUND: Attached please find a copy of the staff's proposed 2021 Capital Budget. As of January 31, 2021, the Authority had approximately \$15,000,000 available for capital projects and anticipates that an additional \$12,500,000 will be transferred to the Replacement Fund during the remainder of 2021. Commitments for existing projects total \$15,850,000 resulting in \$11,700,000 currently available for future projects.

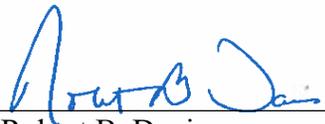
The proposed new capital projects for 2021 total \$6,700,000 including a \$250,000 allowance for miscellaneous projects with an estimated cost between \$5,000 and \$50,000. The proposed new capital projects are listed on page 3 of the attached Capital Budget. If all of the proposed new capital projects are approved, it would leave approximately \$5,000,000 remaining for contingencies and/or future projects.

In addition, a new maintenance shop building project request is identified as being contingent upon obtaining additional funding through state and/or federal grants.

The Port Council at their February meeting voted to recommend the Steamship Authority's 2021 Capital Budget.

RECOMMENDATION: It is requested that the 2021 Capital Budget be adopted as proposed.

Mark K. Rozum
Treasurer/Comptroller

APPROVED: 
Robert B. Davis
General Manager

Attachments

WOODS HOLE, MARTHA'S VINEYARD AND NANTUCKET STEAMSHIP AUTHORITY

2021 CAPITAL BUDGET (Preliminary Draft)

AS OF 2/10/2021

FUNDS TO BE PROVIDED FOR CAPITAL PROJECTS

	AMOUNT AVAILABLE AS OF 2/10/2021	ESTIMATED ADD'L TRANSFERS/DEPOSITS	ESTIMATED AMOUNT NEEDED TO COMPLETE CURRENT AUTHORIZED CAPITAL PROJECTS (FROM PAGE 2)	AMOUNT FOR PROPOSED NEW CAPITAL PROJECTS (FROM PAGE 3)	REMAINING AMOUNT FOR CONTINGENCIES AND / OR FUTURE PROJECTS
<u>FUNDS TO BE PROVIDED:</u>					
Replacement Fund	\$ 7,462,468 ①	\$ 12,500,000 ③	\$ 9,130,643	\$ 6,696,511	\$ 4,135,314
Bond Redemption Account	848,378	- ④	-	-	\$ 848,378
Capital Improvement Fund	6,723,829 ②	- ⑤	6,720,000	-	\$ 3,829
TOTAL FUNDS TO BE PROVIDED	15,034,675	12,500,000	15,850,643	6,696,511	\$ 4,987,521

- ① Net of current commitments or accruals to be paid from the Replacement Fund.
- ② Net of current commitments or accruals to be paid from the Capital Improvement Fund.
- ③ Additional transfers consist of \$12,500,000 which is expected to be transferred to the Replacement Fund during 2021. (Per Budget)
- ④ Additional transfers include some \$0 which is expected to be transferred to the Bond Redemption Account during 2021. (Per Budget)
- ⑤ Additional deposit of \$0 from sale of bonds or bond anticipation notes which is expected to be received during 2021.

	BOND AUTHORIZATION FOR FUTURE PROJECTS - AS OF 01/01/2021	BOND PRINCIPAL PAYMENT DUE 03/01/2021	BOND / NOTE ISSUE	BOND AUTHORIZATION FOR FUTURE PROJECTS - AS OF 01/31/2021
<u>AVAILABLE BOND AUTHORIZATION:</u>				
Current Authorization	100,000,000			100,000,000
Bonds Outstanding	80,900,000	7,745,000	-	73,155,000
Bond or Bond Anticipation Notes	-	-	-	-
TOTAL AVAILABLE BOND AUTHORIZATION	19,100,000	7,745,000	-	26,845,000

ESTIMATED AMOUNT NEEDED TO COMPLETE CURRENT CAPITAL PROJECTS AS OF 2/10/2021

<u>Project Title</u>	<u>Est. Cost</u>	<u>Amount Paid to Date</u>	<u>Est. Cost to Complete</u>
WH Terminal and Slips Design and Engineering	\$ 11,789,962	\$ 9,107,652	\$ 2,682,310
Woods Hole Terminal - Marine Construction Phase 4 Spring - Fall (2021)	16,514,945	3,910,522	12,604,423
Safety Management System (SQMS) (2019)	537,440	396,886	140,554
Reservation Computer System Replacement (2020)	710,000	706,779	3,221
Fire Suppression System - M/V Eagle	200,000	29,865	170,135
Miscellaneous Projects less than \$50,000	250,000	0	0
			250,000
 TOTAL	 <u>\$ 30,002,347</u>	 <u>\$ 14,151,704</u>	 <u>\$ 15,850,643</u>

2021 Capital Expenditure Project Requests

Project #	Project Priority	Project Title	Classification	Proposed Project Cost	Impact of Denial (Summary)
COMM-2021 - CAP-01	1	Development of New Website and/or Mobile application	Essential	\$ 2,000,000	Federal grant money has been approved to pay for 80% of Project.
COMM-2021 - CAP-02	2	Install Outdoor Digital Signage at all 5 Terminals	Desirable	250,000	We will continue our current method of having terminal workers relay status messages
				<u>\$ 2,250,000</u>	
E&M-2021 - CAP-01	1	Purchase JCB 512-56 Telescopic Telehandler (Lull) for Fairhaven	Necessary	\$ 157,000	Cost of using outside crane service.
E&M-2021 - CAP-02	2	Purchase of welding equipment for Fairhaven Maintenance Facility	Essential	12,412	Maintenance costs for existing vessels will increase.
E&M-2021 - CAP-03	3	Purchase 4 Heavy Duty 4 Post Lift	Essential	56,414	Cost for repairs that can be done in house because they do not have the right equipment
				<u>\$ 225,826</u>	
MIS-2021 - CAP-01	1	Upgrade Cloud Server/Desktop Backup Capacity		\$ 189,590	Potential to become an emergency in the future. Device will have to be monitored for stability
MIS-2021 - CAP-02	2	PC/Laptop Replacements		75,000	PC/Laptops are needed as units fail as well as for training and remote work.
				<u>\$ 264,590</u>	
GM-2021 - CAP-01	1	Vessel Design and Engineering		<u>\$ 500,000</u>	
SO-2021 - CAP-01	1	Purchase 3 Electric Shuttle Buses - Approved at 1.25.21 Board Meeting	Essential	\$ 2,950,000	Customer Service will suffer as more bus breakdown. Grants awarded for this project.
SO-2021 - CAP-02	2	Shuttle Van Replacements - Hyannis	Essential	98,000.00	Customer service will suffer; more bus breakdowns due to age & mileage.
SO-2021 - CAP-03	3	Shuttle Van Replacements - Woods Hole	Essential	98,000	Customer service will suffer; more bus breakdowns due to age & mileage.
SO-2021 - CAP-04	4	Shuttle Replacement - Golf Cart	Essential	10,095	Customer who need assistance up the dock will have to walk the long distance
SO-2021 - CAP-05	5	Janan Handheld NFC Scanners	Essential	50,000	E-tickets will be unable to be scanned with handheld devices.
				<u>\$ 3,206,095</u>	
		Miscellaneous Projects (less than \$50,000 each)		\$ 250,000	
				<u>\$ 250,000</u>	
				<u>\$ 6,696,511</u>	

**Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
Operations Department**

Project Number: OPER2021 - CAP3
Project Priority: 3
Project Title: Golf Cart Replacement for Oak Bluffs
Year: 2021
Classification: Essential
Project Description: Purchase of 1 New Electric Golf Cart

Justification / ROI: There is a need to replace the worn out golf cart in Oak Bluffs that assists in helping passengers up and down the dock.

Impact of Denial: Customer service will suffer as customers who need assistance up the dock will have to walk the long distance due to the frequent breakdown of the current golf cart.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Purchase</i>	<i>Construction</i>
<i>Dollars</i>			\$ 10,095	
<i>Time</i>				
<i>Total Project Cost:</i>		\$10,095		

Approvals:

Submitted By: Alison Fletcher Date: 12/17/2020

Approved By: _____ Date: _____

**Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
Engineering and Maintenance Department**

Project Number:

Project Priority:

Project Title: Miller CST 280 4-Pack Rack Welding Set-up

Year: 2021

Classification: Necessary

Project Description: Purchase of welding equipment for the Fairhaven Vessel Maintenance Facility. Miller CST 280 4-Pack Rack, 220-230/460-575, TWECO.

Justification / ROI: Needed to replace old 6-pack rack of welding machines, four of which no longer function and are not repairable due to age and condition. This equipment is necessary for performing welding jobs on multiple vessels while in repair status without running welding cables across the pier, creating a safety hazard.

Impact of Denial: loss of production

unsafe conditions

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Other</i>	<i>Construction</i>
<i>Dollars</i>		\$	\$	\$
<i>Time</i>				

Total Project Cost: \$ 12,412

Approvals:

Submitted By: _____ Peter Tsarides _____ **Date:** December 18, 2020 _____

Approved By: _____ Mark Amundsen _____ Date: December 18, 2020

**Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
Operations Department**

Project Number: OPER2021 - CAP5

Project Priority: 1

Project Title: Janan Handheld NFC Scanners

Year: 2021

Classification: Essential

Project Description: Purchase 19 Janan handheld NFC/Barcode Readers

Justification / ROI:

To help with faster more efficient loading of the Authorities vessels. By allowing the employees to meet the customer and make it a more customer friendly environment.

Impact of Denial:

Continue with slow boarding of the vessels, and less customer friendly boarding.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Purchase</i>	<i>Construction</i>
<i>Dollars</i>		\$	\$50,000	\$
<i>Time</i>				

Total Project Cost: \$50,000

Approvals:

Submitted By: Alison Fletcher Date: 12/21/2020

Approved By: _____ Date: _____

**Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
Operations Department**

Project Number: OPER2021 - CAP4
Project Priority: 1
Project Title: Rotary Heavy Duty 4 Post Lift, and Equipment
Year: 2021
Classification: Essential
Project Description: Rotary Heavy Duty 4 Post Lift, and Installation

Justification / ROI: This will help aid in the upkeep and service of our shuttle bus fleet. This is especially helpful with our 4 new buses.

Impact of Denial: Cost the Authority more money for repairs that can be done in house because they do not have the right equipment.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Purchase</i>	<i>Construction</i>
<i>Dollars</i>			\$56,414.00	
<i>Time</i>				
<i>Total Project Cost:</i>		\$56,414.00		

Approvals:

Submitted By: Alison Fletcher Date: 12/18/2021

Approved By: _____ Date: _____

Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
MIS Department

Project Number: MIS2021-02
Project Priority: 1
Project Title: PC Replacements
Year: 2021
Classification:
Project Description: PC/Laptop purchases for 2021.

Justification / ROI: This project will be used to replace the twenty training laptops which were issued to remote workers during 2020 and to allow for replacement of computers during 2021.

Impact of Denial: Purchases will be done as needed.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Other</i>	<i>Construction</i>
<i>Dollars</i>		\$	\$75,000	\$
<i>Time</i>				

Total Project Cost: \$75,000

Approvals:

Submitted By: _____ Date: _____

Approved By: _____ Date: _____

Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
Operations Department

Project Number: OPER2021 - CAP1
Project Priority: 1
Project Title: Shuttle Bus Replacement (1) - Hyannis
Year: 2021
Classification: Essential
Project Description: Purchase of 1 New Electric Shuttle Bus

Justification / ROI: This will continue the current replacement plan of the shuttle vans. The Steamship Authority currently owns 3 shuttle vans (4 were CNG and no longer relevant knocking the fleet down from 7 to 3). The purchase of these busses will allow for one of the current older vans to be retired.

Impact of Denial: Customer service will suffer as more buses breakdown due to their age and mileage.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Purchase</i>	<i>Construction</i>
<i>Dollars</i>			\$ 98,000.00	
<i>Time</i>				
<i>Total Project Cost:</i>		\$98,000.00		

Approvals:

Submitted By: Alison Fletcher Date: 12/18/2021

Approved By: _____ Date: _____

**Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
Operations Department**

Project Number: OPER2021 - CAP2
Project Priority: 1
Project Title: Shuttle Bus Replacement (1) - Woods Hole
Year: 2021
Classification: Essential
Project Description: Purchase of 1 New Shuttle Bus

Justification / ROI: This will continue the current replacement plan of the shuttle vans. The Steamship Authority currently owns 3 shuttle vans (4 were CNG and no longer relevant knocking the fleet down from 7 to 3). The purchase of these busses will allow for one of the current older vans to be retired.

Impact of Denial: Customer service will suffer as more buses breakdown due to their age and mileage.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Purchase</i>	<i>Construction</i>
<i>Dollars</i>			\$ 98,000.00	
<i>Time</i>				
<i>Total Project Cost:</i>		\$98,000.00		

Approvals:

Submitted By: Alison Fletcher Date: 12/18/2020

Approved By: _____ Date: _____

**Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
Engineering and Maintenance Department**

Project Number:

Project Priority:

Project Title: JCB 512-56 (Telescopic Telehandler, "Lull")

Year: 2021

Classification: Necessary

Project Description: Purchase of JCB 512-56 for Fairhaven Maintenance Facility.

Justification / ROI: This equipment is necessary for the safe movement of tools and equipment on and off the vessels. This equipment would also significantly reduce our reliance on an outside crane service for both routine and out of the ordinary maintenance and repair evolutions. Routine annual maintenance for life rafts alone is approximately \$2000 to \$3000 per vessel. Using an outside crane service also causes scheduling difficulties. The Authority is currently renting a lull to move tools and equipment at the Fairhaven maintenance facility.

Impact of Denial: Continued cost and inconvenience of using renting a lull and outside using an outside crane service.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Other</i>	<i>Construction</i>
<i>Dollars</i>		\$	\$	\$
<i>Time</i>				

Total Project Cost: \$ 157,000.00

Approvals:

Submitted By: Peter Tsarides **Date:** December 18, 2020

Approved By: Mark Amundsen Date: December 18, 2020

**Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
MIS Department**

Project Number: MIS2021-01

Project Priority: 1

Project Title: New Cloud Server/Desktop Backup Devices

Year: 2021

Classification:

Project Description: Increase Capacity for Server and Desktop backups and move replicated copy to cloud. Currently we have two physical devices one at Palmer and the other at Mashpee. The Palmer device replicates its backup data to Mashpee. The two new devices would be installed at Palmer and become part of the primary backup storage. The replication copy would move to cloud storage with a 5-year plan.

Justification / ROI: Currently the vendor recommends that the device's storage usage does not go above 50% of the total storage available. The device at Palmer as of 2/10/21 was at 81%.

Impact of Denial: Purchase may become an emergency at some point in the future. Device will have to be monitored for stability.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Other</i>	<i>Construction</i>
<i>Dollars</i>		\$	\$189,590	\$
<i>Time</i>				

Total Project Cost: \$189,590

Approvals:

Submitted By: _____ Date: _____

Approved By: _____ Date: _____

Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
COMMUNICATIONS AND MARKETING Department

Project Number:

Project Priority: DESIRABLE

Project Title: TERMINAL INFORMATION DISPLAYS

Year: 2021

Classification: NEW EQUIPMENT

Project Description:

Install digital information displays at each of the five (5) terminal locations. Units will be located both outside and inside.

Justification / ROI:

Communication with customers at our terminals has consistently been identified as a weakness in our operation. These devices will allow for unified messaging to be delivered to customers at each location to inform them of valuable operational updates in real time.

Impact of Denial:

We continue our current method of having terminal workers relay messages verbally, which can result in mixed messaging, incorrect information being relayed and adding a time-consuming task to their duties.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Other</i>	<i>Construction</i>
<i>Dollars</i>		\$	\$	\$
<i>Time</i>				

Total Project Cost: APPROXIMATELY \$250,000

Approvals:

Submitted By: 
Sean F. Driscoll

Date: December 18, 2020

Approved By: _____

Date: _____

**Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
General Manager Department**

Project Number: GM-2021-CAP-01

Project Priority: Essential

Project Title: Study, Design and Engineering Services for a Replacement Vessel

Year: 2021

Project Description: To undertake the initial process to study, design and engineer a new vehicle/passenger ferry.

Among the preliminary steps in this process will be to conduct a survey on the conditions of the Authority's vessels by a qualified marine surveyor. A review of the changing operational needs of the Steamship Authority to identify vessel requirements and efficiencies for reliable service also will be conducted during the study phase, as will be an evaluation on the feasibility for alternative power technology systems.

Justification / ROI: Several vessels within the Authority's fleet are nearing their functional obsolescence and useful life. The Authority must continue its replacement program to ensure it can continue to provide reliable, safe transportation for the Islands of Martha's Vineyard and Nantucket.

Impact of Denial: The cost of vessel maintenance will increase over time, vessel down time due to maintenance repairs will increase and longer shipyard periods will be required.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Other/Purchase</i>	<i>Construction</i>
<i>Dollars</i>	\$100,000	\$400,000	\$	\$

Total Project Cost: \$500,000

Approvals:

Submitted By: _____ Date: _____

Approved By: _____ Date: _____

Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
Communications and Marketing Department

Project Number:

Project Priority: **ESSENTIAL**

Project Title: **NEW STEAMSHIP AUTHORITY WEBSITE**

Year: **2021**

Classification:

Project Description:

Development of a new website and/or mobile application for Steamship Authority

Justification / ROI:

Current website is more than seven (7) years old and does not meet modern design and usability standards. A new website will allow better engagement with our customers and an easier interface to promote our service.

Impact of Denial:

Continued frustration on part of the customer at inability to easily find crucial information.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Other</i>	<i>Construction</i>
<i>Dollars</i>		\$	\$	\$
<i>Time</i>				

*Total Project Cost: **\$2,000,000***

Approvals:

Submitted By:



Sean F. Driscoll

Date: December 18, 2020

Approved By: _____

Date: _____

**Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
2021 Capital Expenditure Project Request
Operations Department**

Project Number: OPER2021 - CAP6
Project Priority: 1
Project Title: Shuttle Bus Replacement (3) - Woods Hole
Year: 2021
Classification: Essential
Project Description: Purchase of 3 New Electric Shuttle Bus

Justification / ROI: This will continue the current replacement plan of the shuttle buses. The Steamship Authority currently owns 24 large shuttle buses (21 passenger and 3 bike buses). The new buses will be equipped with air conditioning and will be electric. The purchase of these busses will allow for one of the current older buses to be retired and another bus to be converted to a bike bus. It should be noted that the price below is for all three buses.

Impact of Denial: Customer service will suffer as more buses breakdown due to their age and mileage.

Project Cost Estimates:

	<i>Study</i>	<i>Design</i>	<i>Purchase</i>	<i>Construction</i>
<i>Dollars</i>			\$ 2,950,000	
<i>Time</i>				
<i>Total Project Cost:</i>		\$2,950,000		

Approvals:

Submitted By: Alison Fletcher Date: 12/21/2020

Approved By: _____ Date: _____



Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

February 1, 2021

To: Authority Members
Port Council Members

From: Treasurer/Comptroller

Re: Embarkation Fees

Attached please find a summary of embarkation fees remitted by the Steamship Authority to the Commonwealth of Massachusetts Department of Revenue for 2020, totaling \$730,022.00. Since the port towns accepted the provisions of Chapter 46 of the Acts of 2003, as amended by Chapter 55 of the Acts of 2003, the Steamship Authority has remitted over \$15,823,331.50 in embarkation fees to the Massachusetts Department of Revenue. The embarkation fees recorded on this report are for Steamship Authority passenger traffic only. The private carriers are responsible for reporting directly to the Department of Revenue on a quarterly basis.

During 2020, the Steamship Authority reported a 31.6% decrease in the total amount of fees collected overall versus the prior year. The Martha's Vineyard route saw a decrease in the amount of fees collected of 30.8% while the Nantucket route saw a decrease of 34.5%. The decrease in fees is a direct result of the decrease in passenger ridership due to the effects of Covid-19. Overall passenger traffic in 2020 was down 31.2% compared to the prior year. The Martha's Vineyard route was down 30.4% and the Nantucket route was down 34.4%.

Please feel free to contact me should you require any additional information in this regard.

Mark K. Rozum
Treasurer/Comptroller

2020 EMBARKATION FEES

JANUARY - DECEMBER

	Town					
	Barnstable	Falmouth	Nantucket	Oak Bluffs	Tisbury	Total
Total Passenger Trips	190,404	849,151	189,064	109,873	728,809	2,067,301
Exempt Commuter & Excursion Trips	24,827	277,201	26,804	11,377	267,047	607,256
Exempt Student Trips	1	0	0	0	0	1
Total Exempt Trips	24,828	277,201	26,804	11,377	267,047	607,257
Trips subject to Fee	165,576	571,950	162,260	98,496	461,762	1,460,044
Fee	0.50	0.50	0.50	0.50	0.50	0.50
Fees Payable to Town	\$ 82,788.00	\$ 285,975.00	\$ 81,130.00	\$ 49,248.00	\$ 230,881.00	\$ 730,022.00

note: Barnstable fees are distributed 75% to Town of Barnstable, 25% to Town of Yarmouth

**EMBARKATION FEES SUMMARY
2004 - 2020**

	Town					
	Barnstable	Falmouth	Nantucket	Oak Bluffs	Tisbury	Total
2004	\$ 105,341.50	\$ 356,929.50	\$ 103,333.00	\$ 83,248.50	\$ 267,702.00	\$ 916,554.50
2005	107,916.50	351,298.00	104,344.50	80,251.50	265,429.50	909,240.00
2006	107,054.50	349,838.00	104,278.50	102,566.50	242,282.50	906,020.00
2007	110,553.50	351,810.50	108,794.50	106,096.50	239,637.50	916,892.50
2008	99,299.00	346,057.50	99,652.50	99,548.00	242,022.50	886,579.50
2009	97,670.50	347,333.00	97,326.00	99,186.50	243,279.50	884,795.50
2010	99,032.50	354,749.00	99,231.50	105,456.50	244,229.00	902,698.50
2011	98,219.00	345,798.00	98,269.50	101,089.50	239,808.50	883,184.50
2012	106,132.50	355,636.00	106,025.00	107,910.00	242,297.50	918,001.00
2013	110,499.00	354,016.00	110,171.50	104,762.00	243,734.00	923,182.50
2014	114,042.00	355,003.00	113,912.50	104,411.00	246,010.50	933,379.00
2015	122,593.50	373,023.50	122,752.00	112,352.00	255,364.50	986,085.50
2016	121,731.00	387,506.50	122,167.50	124,354.50	259,936.50	1,015,696.00
2017	108,543.00	389,542.50	107,075.50	131,818.00	254,616.50	991,595.50
2018	127,951.00	397,712.50	130,421.00	141,880.00	253,461.50	1,051,426.00
2019	125,659.50	410,717.00	124,448.50	145,361.00	261,793.00	1,067,979.00
2020	82,788.00	285,975.00	81,130.00	49,248.00	230,881.00	730,022.00
Total Fees Payable to Towns	\$ 1,845,026.50	\$ 6,112,945.50	\$ 1,833,333.50	\$ 1,799,540.00	\$ 4,232,486.00	\$ 15,823,331.50

note: Barnstable fees are distributed 75% to Town of Barnstable, 25% to Town of Yarmouth

STAFF SUMMARY

Date: February 11, 2021

File# GM-755



TO:		FOR:		FROM:
X	General Manager	X	Vote	Dept.: Woods Hole Reconstruction Project Author: William J. Cloutier
X	Board Members		Information	Subject: Woods Hole Terminal Design Change Order 138 Contract #16-2017 "Woods Hole Ferry Terminal Reconstruction - Waterside"

PURPOSE:

To request a vote of the Board to authorize the General Manager to execute Change Order No. 138 for Contract No. 16-2017 "Woods Hole Ferry Terminal Reconstruction - Waterside" with Jay Cashman, Inc. ("Cashman") at a total cost of \$208,610.00

BACKGROUND:

At the Members' meeting on December 15, 2020, staff reported that Cashman was encountering obstructions while driving monopiles for Slip No. 1. Also, at the December meeting, staff provided the Members with a "Waterside" Construction Cost Summary that provided an estimate of \$150,000 to \$400,000 to account for the potential costs of addressing "monopile obstructions" in the construction of Slip No. 1. A copy of the Construction Cost Summary presentation is attached hereto as Exhibit 1.

On January 26, 2021, Cashman sent a letter to the Authority, which advised that it was encountering "obstructions at monopiles 24, 29 and 31, which have required additional work including redriving and relocating piles." The letter further stated that "[t]wo of the ten Slip No. 1 monopiles including monopile 24 and monopile 31 could not be installed to the required final tip elevation after several attempts were made at the direction of SSA due to boulder obstructions." A copy of Cashman's January 26, 2021 letter is attached hereto as Exhibit 2.

On January 29, 2021, Cashman sent another letter to the Authority in support of its request for Change Order 138, which is presently before the Members for their review and consideration. Of note, this letter states that the "prospective additional costs for all work related to the redesigned of monopile (sic) #24 and #31 are not included in this Change Order request since they are presently unknown." Also, "prospective costs for any necessary modification to monopile fenders and bollards ... are not included in this Change Order request." A copy of Cashman's January 29, 2021 letter is attached hereto as Exhibit 3.

Change Order 138 addresses the obstruction impacts encountered while driving monopiles 24, 27, 29 and 31. Cashman was successful in pulling, relocating and redriving two of the monopiles, 27 and 29, so that they were driven to their design depth. Cashman worked for a week trying to relocate the other two monopiles, 24 and 31, but it failed to redrive them to their

design depth required for the design loading of the piles. Consequently, GZA GeoEnvironmental, Inc. ("GZA") is currently engineering supplemental supports for monopiles 24 and 31.

The Steel Piles Specification, 316216.17, allows the contractor to be compensated for working around obstructions ten (10) feet below the mudline under Section 3.5.8 (B), which states:.

The Contractor will be compensated for time required to excavate, probe, spud or otherwise work through or by an obstruction to pile driving located more than 10 feet below the mudline, if such efforts are required to advance the pile to the minimum specified tip elevation and the specified pile capacity.

A copy of the Steel Piles Specification is attached hereto as Exhibit 4.

RECOMMENDATION:

The staff recommends that the Members vote to authorize the General Manager to execute Change Order No. 138 for Contract No. 16-2017 "Woods Hole Ferry Terminal Reconstruction - Waterside" with Jay Cashman, Inc. at a total cost of \$208,610.00 as the Contract states the Contractor will be compensated for time required to excavate, probe, spud or otherwise work through or by an obstruction to pile driving located more than ten (10) feet below the mudline.



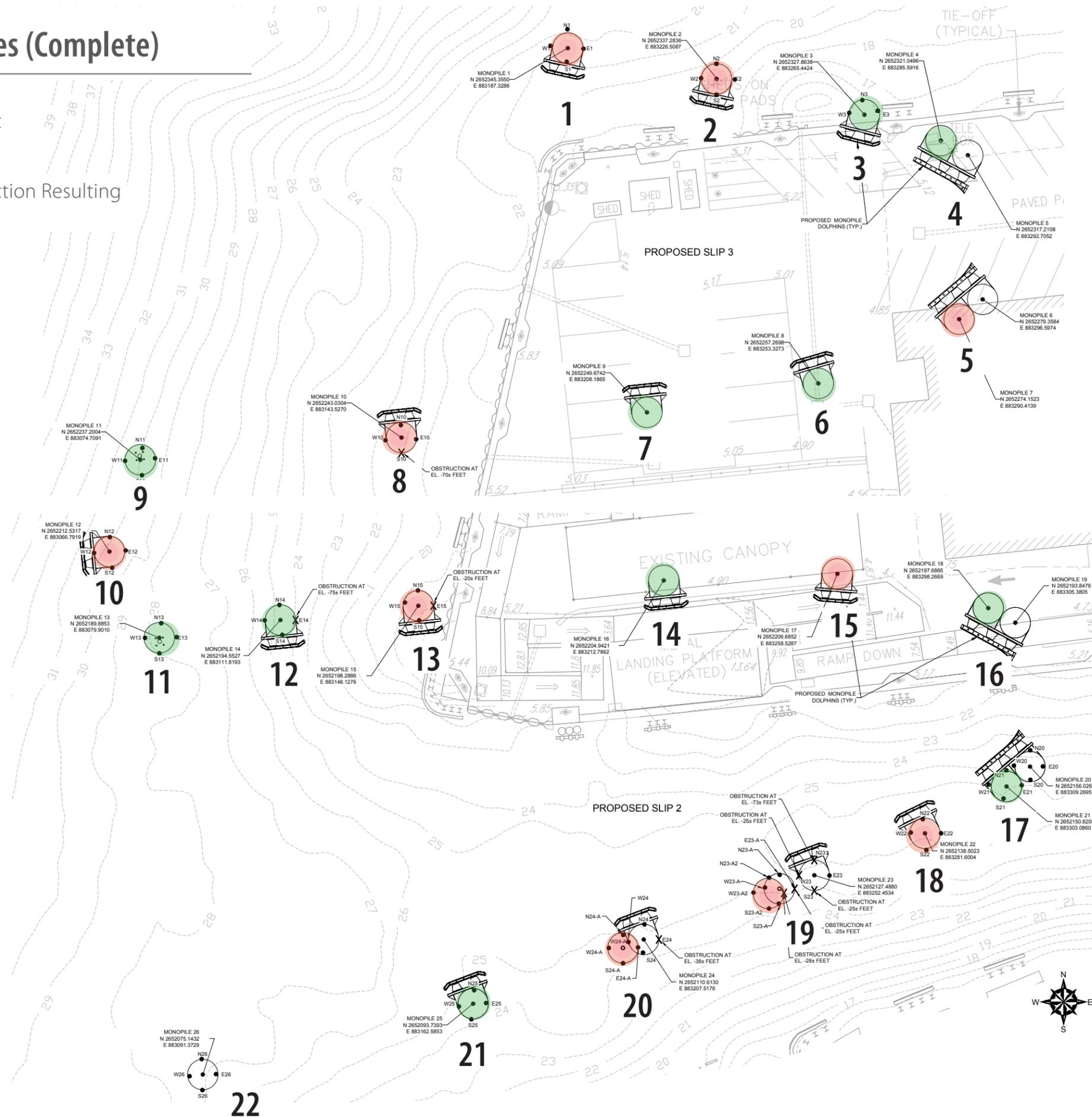
William J. Cloutier
Woods Hole Reconstruction Project Manager

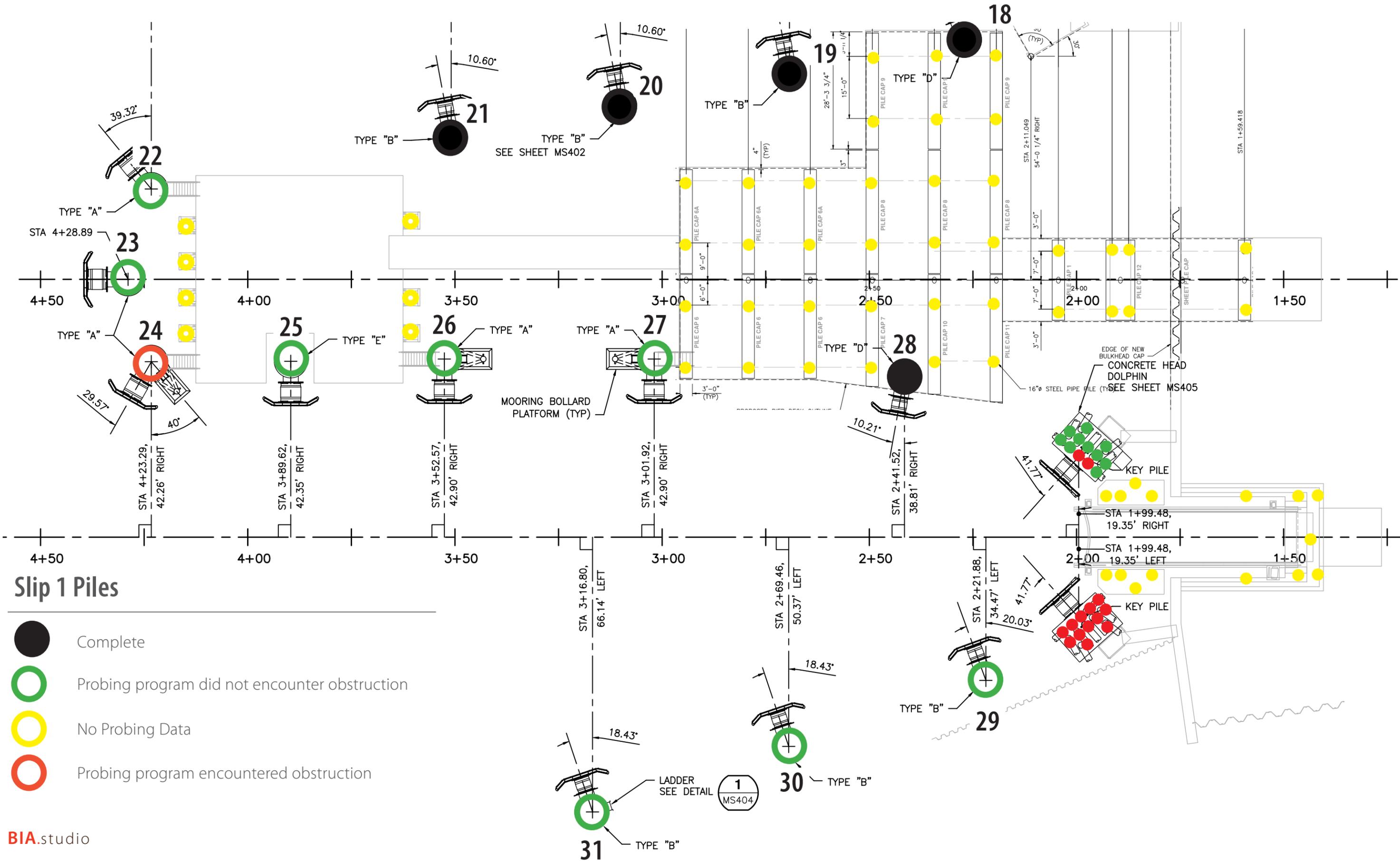
APPROVED:  _____
Robert B. Davis
General Manager

Slip 2 & Slip 3 Monopiles (Complete)

 Pile Installed Per Contract

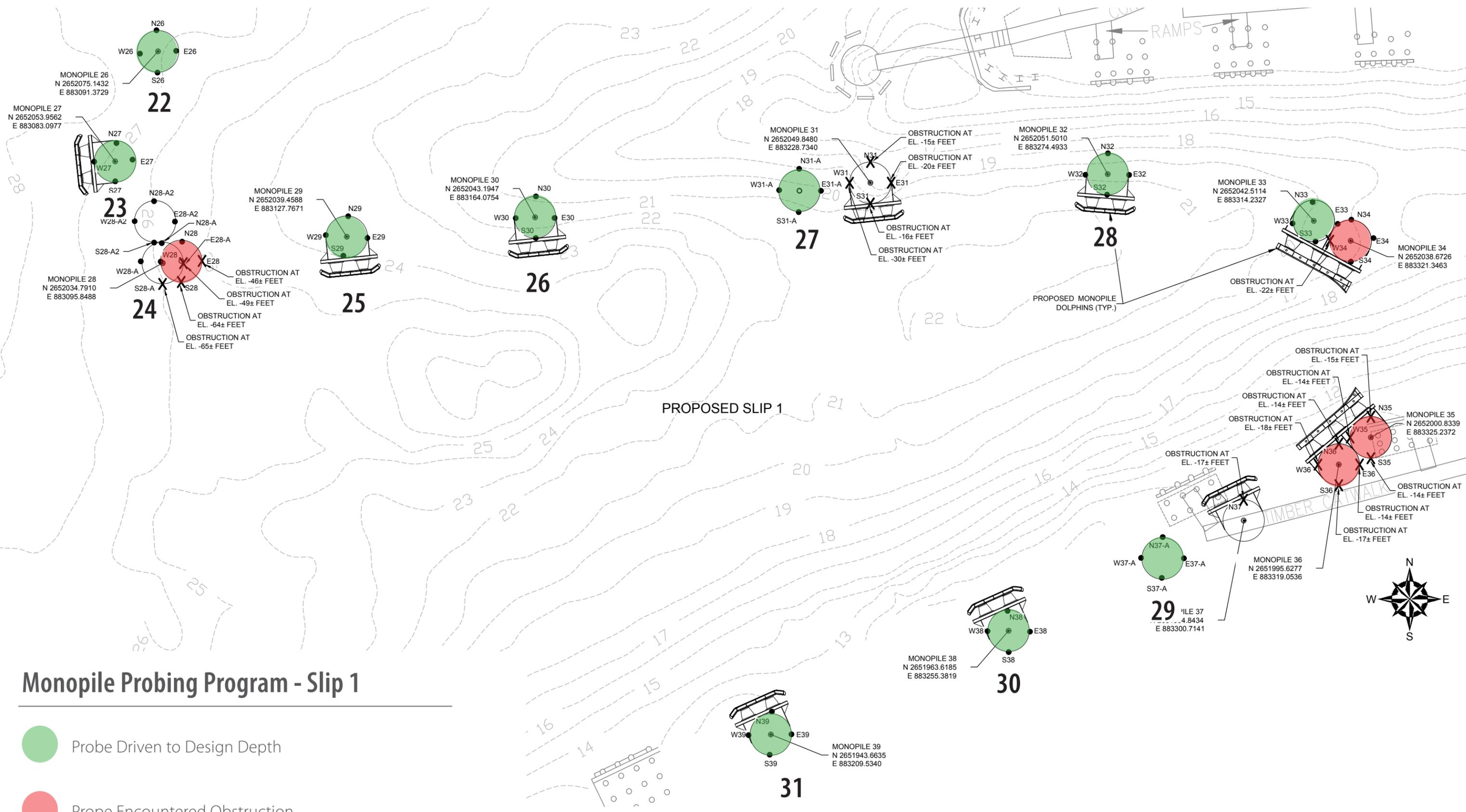
 Pile Encountered Obstruction Resulting in Change Order





Slip 1 Piles

- Complete
- Probing program did not encounter obstruction
- No Probing Data
- Probing program encountered obstruction



Monopile Probing Program - Slip 1

- Probe Driven to Design Depth
- Probe Encountered Obstruction

Construction Cost Analysis

SSA Ferry Terminal Reconstruction Project - Waterside Phases 2-4

BIA.studio 12.7.20

Summary

Construction Cost Estimate + Contingency	\$ 53,689,900		
Awarded Contract	\$ 43,143,280		
Total Change Orders to Date	\$ 6,979,974		
Total Estimated Change Orders to Complete (Low - Med - High)	\$ 84,599	\$ 614,541	\$ 1,435,741
Total Estimated Construction Cost (Low - Med - High)	\$ 50,207,853	\$ 50,737,795	\$ 51,558,995

Backup - Total Change Orders to Date \$ 6,979,974

SSA Directed Betterment	\$ 597,764
SSA Operational Requirements	\$ 1,030,832
Obstructions	\$ 1,187,172
Demolition	\$ 570,430
Soil Disposal	\$ 1,018,277
Bulkhead Movement	\$ 522,853
General Construction	\$ 2,052,646

	Low	Medium	High
Backup - Total Estimated Change Orders To Complete	\$ 84,599	\$ 614,541	\$ 1,435,741

SSA Directed Betterment	\$ 61,504	\$ 170,431	\$ 270,616
SSA Operational Requirements	\$ 49,203	\$ 172,210	\$ 295,217
Obstructions	\$ 325,000	\$ 500,000	\$ 975,000
<i>Monopile Obstructions 9/31 Piles Remaining</i>	\$ 150,000	\$ 200,000	\$ 400,000
<i>16" Pile Obstructions (38 Remaining / 40 Complete)</i>	\$ 25,000	\$ 50,000	\$ 100,000
<i>18" Pile Obstructions (39 Remaining / 30 Complete)</i>	\$ 125,000	\$ 200,000	\$ 400,000
<i>30" Pile Obstructions (7 Remaining / 7 Complete)</i>	\$ 25,000	\$ 50,000	\$ 75,000
<i>Sheetpile Obstructions (Complete)</i>	\$ -	\$ -	\$ -
Demolition (Complete)	\$ -	\$ -	\$ -
General Construction	\$ 467,428	\$ 590,435	\$ 713,442
Slip 1 Pad Eye Installation	\$ 150,000	\$ 150,000	\$ 150,000
CREDIT: Soil Disposal	\$ (584,741)	\$ (584,741)	\$ (584,741)
<i>Pay Item 9 - Transp/Disp of 21E Soil Above Groundwater</i>	\$ (101,321)	\$ (101,321)	\$ (101,321)
<i>Pay Item 10 - Transp/Disp of 21E Soil Below Groundwater</i>	\$ (395,000)	\$ (395,000)	\$ (395,000)
<i>Change Order 02 - Excavation & Soil Disposal Costs Not Used</i>	\$ (88,420)	\$ (88,420)	\$ (88,420)
CREDIT: Monopile Access Ladder Substitution	\$ (150,000)	\$ (150,000)	\$ (150,000)
CREDIT: Dredging	\$ (233,794)	\$ (233,794)	\$ (233,794)

Obstructions

Soil Disposal



Phone: (617) 890-0600
Facsimile: (617) 890-0606
Email: info@jaycashman.com
Jay Cashman, Inc.
549 South Street
Quincy, MA
02169

January 26, 2021

Bill Cloutier
Project Manager
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
228 Palmer Ave.
Falmouth, MA 02540

Reference: Woods Hole Ferry Terminal Reconstruction Phase 2-4 Waterside, Woods Hole MA Contract No. 16-2017.

Phase 4 / Slip 1 Pile Driving Impacts

Dear Mr. Cloutier,

As you are fully aware Cashman has encountered numerous pile obstructions during the phase 4 / slip 1 construction that have significantly impacted the work while driving bulkhead sheet piles; mono piles; 16in passenger platform piles; 18in dia. transfer bridge piles; and 18in dia. gallows piles. These issues have been fully documented and Steam Ship Authority (SSA) has acknowledged these impacts as Extra Work with agreed to Time and Material slips. As of now, several pile redesign issues remain open and unknown at locations where piles could not or may not be installed as planned. These pile locations include: Monopile 24; monopile 31; gallows pile 115 and the 12 each south head dolphin piles. These prospective changes appear to be significant and will have major additional impacts to the timely completion to the slip 1 berth and phase 4 costs.

South Sheet Pile Bulkhead

Various pile driving obstructions have caused a redesign and shortening of the south bulkhead sheet pile bulkhead wall. As of now, Cashman has completed the installation of the sheet pile bulkhead and has begun construction of south bulkhead deadman structure. SSA has provided new design changes for south bulkhead including shortening bulkhead sheets and revised details to overcome these pile driving impacts with the issuance of ASI-043.

96in monopiles

Cashman has encountered obstructions at monopiles 24, 29 and 31 which have required additional work including re-driving and relocating piles. Additionally, modifications to the fenders and monopile bollards is anticipated due to the final locations of these piles. To date the additional pile driving impacts have been tracked and approved on a time and material basis by SSA via CP 168;170;171; and 172.

Two of the ten slip one monopiles including monopile 24 and monopile 31 could not be installed to the required final tip elevation after several attempts were made at the direction of SSA due to boulder obstructions. As of now, Cashman has not received direction from SSA as to how these piles will be redesigned or retrofitted to complete work at monopile 24 and 31. As of 1/18/21 Cashman has demobilized the monopile pile driving hammers as agreed to with SSA.

Transfer Bridge and Gallows Piles

Several pile driving obstructions have been encountered while driving the transfer bridge and gallows piles. As of now all but one pile has yet to be installed and these pile driving impacts have been tracked and approved by SSA on a Time and Material basis via CP 175 and 176. However, after multiple attempts pile 115 at the south gallows cap could not be installed due to obstructions. SSA has provided direction to Cashman to drive pile 115 plumb with an open end and has indicated that additional drilling or tie down elements may be needed with GZA's email dated 1/23/21.

South Head Dolphin

As a result of the unexpected soil conditions and obstructions encountered at the south bulkhead and south gallows pile cap, at the direction of SSA, Cashman completed an additional exploratory pile probing effort on 1/23/21 at the location of the future south head dolphin structure to determine the drivability of the 12 planed piles at this location. The probing performed on 1/23/21 was observed by a GZA representative. Cashman provided its probing results to SSA by email on 1/23/21.

None of the 12 probe locations within the dolphin footprint could be advanced below elevation -20.0 +/- . Cashman is ready to drive the south head dolphin piles, but it is unclear how this critical dolphin structure can be constructed as planned due to the unexpected soil conditions and obstructions that have been encountered while probing.

Summary

The conditions and impacts described herein and the prospective remedial design changes to overcome these issues has had and will have major impacts to the phase 4 / slip 1 work. The soil conditions at the site are clearly different than expected but as always, Cashman is committed to working though these issues with Steam Ship Authority to deliver the completed project as quickly and efficiently as possible. At this juncture Cashman would be remiss if we did not inform you of our concern for the viability of the phase 4 season schedule including the timely completion of slip 1 due to the magnitude of these unresolved issues.

SSA has recognized these Changes have impacted the critical path of the Project Schedule. Because time is of the essence, SSA has therefore, as of September 2020, directed Cashman to Accelerate its operations with additional overtime work hours and has agreed to issue monthly Change Orders to Cashman on a Time and Material basis for this effort. To date, SSA has not provided and equitable time extension with the Unilateral Change Orders that it has issued to Cashman presumably because it hopes schedule can be recaptured through Acceleration.

In accordance with all relevant sections of the Contract, Cashman continues to reserve all rights available to it for an equitable adjustment of both the Contract time and Contract price to overcome these additional unexpected costs and inefficiencies.

If you have any questions, please contact the undersigned at 617-890-0600.

Sincerely,



Shawn M. Wyatt
Senior Vice President
Jay Cashman Inc.

cc: Job file, Paula Driscoll



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Jay Cashman, Inc.
549 South Street
Quincy, MA
02169

January 29, 2021

Bill Cloutier
Project Manager
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority
228 Palmer Ave.
Falmouth, MA 02540

Reference: Woods Hole Ferry Terminal Reconstruction Phase 2-4 Waterside, Woods Hole MA Contract No. 16-2017. CP #170, #171, #172, #174. Monopile Obstruction Impact Change Order Request.

Dear Mr. Cloutier,

As you know, Cashman has encountered monopile driving obstruction impacts while installing Slip 1 monopile #24, #27, #29 and #31 which required numerous unexpected pile extractions, pile relocations, pile repairs and additional pile driving. Cashman notified Steam Ship Authority (SSA) of these impacts as the work progressed and proceeded with remedial monopile driving efforts at the direction of SSA on an agreed to time and material basis. Cashman has previously established CP#170; #171; #172; and #174 to track this additional work. SSA has also completed its review of and has approved these CP#170; #171; #172; and #174 time and material slips.

Cashman respectfully requests a mutually agreeable Change Order in the amount of **\$208,610.00** *Two Hundred Eight Thousand Six Hundred and Ten Dollars* for approved time and material costs and an appropriate extension of project time including seasonal Phase 4 / Slip 1 turnover date requirements as a result of time impacts associated with this additional work.

The prospective additional costs for all work related to the redesign of monopile #24 and #31 are not included in this Change Order request since they are presently unknown. The pricing for this additional scope will be evaluated when it becomes available. In addition, prospective costs for any necessary modifications to monopile fenders and bollards as a result of monopile offsets caused by pile driving obstructions are not included in this Change Order request.

Since this work has been completed and approved, Cashman respectfully requests issuance of this requested Change Order within the next 15 days.

In accordance with all relevant sections of the Contract, Cashman continues to reserve all rights available to it for an equitable adjustment of both the Contract time and Contract price to overcome these additional costs.

If you have any questions, please contact the undersigned at 617-890-0600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shawn M. Wyatt', with a large, stylized flourish on the left side.

Shawn M. Wyatt
Senior Vice President
Jay Cashman Inc.

cc: Job file, Paula Driscoll

attachments

SECTION 316216.17

STEEL PILES (MARINE)

PART 1 - GENERAL

The work under this section covers the steel pipe piles including but not necessarily limited to the monopile dolphins, the transfer bridge foundation piles, the fixed pier piles, the floating dock mooring piles, and the concrete dolphin piles.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 252 (1993) Welded and Seamless Steel Pipe Piles

AMERICAN WELDING SOCIETY, INC. (AWS)

AWS D1.1 (1996) Structural Welding Code Steel

1.2 REQUIREMENTS

1.2.1 Pile Lengths and Quantity

Base bids upon the number, size, capacity, and length of piles as indicated:

Pipe Pile Summary

Structure	Pile Type	Pile Size	Working Pile Capacity (Ton)	Number of Piles		Test Piles	Minimum Tip Elev.
				Vertical	Batter*		
Fixed Pier 1 Piles⁺	Concrete Filled Pipe	16" x 0.5"	34 Comp	36		4	- 55
Fixed Pier 2 Piles⁺	Concrete Filled Pipe	16" x 0.5"	34 Comp	42		4	-55
Head Dolphins	Concrete Filled Pipe	18" x 0.5"	89 Comp 65 Tension	6	18	2 V, 2 B	-68
Temporary Dolphins	Concrete Filled Pipe	18" x 0.5"	110 Comp 67 Tension	9	12	2	-68
Transfer Bridge 1 Foundation	Concrete Filled Pipe	18" x 0.5"	48 Comp	9	6	2	-60
Transfer Bridge 2 Foundation	Concrete Filled Pipe	18" x 0.5"	48 Comp	9	6	2	-60
Transfer Bridge 3 Foundation	Concrete Filled Pipe	18" x 0.5"	48 Comp	9	6	2	-60
Mooring Piles	Pipe	30" x 0.5"	N/A	14		N/A	-65
Monopile Dolphins	Pipe	96" x 1"	N/A	32		N/A	-100

*All pile batters: 12V:5H

*Includes Utility Platform Piles

Fixed Pier Piles, Transfer Bridge Piles and Head Dolphin Piles shall be driven to the required ultimate pile capacities as determined by the PDA results, but in no case less than the minimum tip elevations specified for each pile type. Note the working pile capacity (ton) listed in the table does not include a factor of safety. Mooring Piles and Monopile Dolphins are to be installed to the minimum tip elevations indicated. Project concrete filled pipe piles shall be driven to an ultimate capacity, in compression with a Factor of Safety of 2.25 times the Working Pile Capacity and in tension with a Factor of Safety of 3 times the Working Pile Capacity. Refer to the Contract Drawings for pile locations and technical notes.

1.3 SUBMITTALS

1.3.1 Certificates

Submit the following a minimum of 30 days before scheduled commencement of pile driving:

- a. Equipment.
- b. Pipe piles. (upon delivery)
- c. Name and location of steel mill and fabricating plant for pipe piles.
- d. Data on pile driving equipment.
- e. Pile installation template.
- f. Method of controlling verticality during pile driving.
- g. Welding Certificates.
- h. Pile layout plan, proposed installation sequence and pile numbering and identification system

1.3.1.1 Manufacturer's Literature

- a. Submit literature covering technical performance of pile driving hammer, driving helmets, capblocks, and pile cushions.

1.3.1.2 Installation Procedures

- a. Submit procedures and information on how observations and measurements for inspection and verification of pile integrity, alignment and distortion will be performed.

1.3.2 Shop Drawings: Show fabrication and installation details for piles, including splices, tip and temporary pile cover details.

- A. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length and type of each weld.
- B. Indicate locations, sizes, type and arrangement of reinforcement.
- C. Submit static pile capacity calculations and Wave Equation Analysis prepared, signed and stamped by a Commonwealth of Massachusetts Registered Professional Engineer. The results of the Wave Equation Analysis shall demonstrate that the proposed driving system(s)

are capable of obtaining the specified ultimate load and minimum embedment in accordance with the Contract Documents, without overstressing the piles.

- D. A minimum of two (2) weeks prior to ordering any piles, submit proposed order lengths for review. Submit a tabular summary of proposed order lengths for all piles with pile size, pile designation (pile identification number) and proposed phase for installation. Piles shall not be ordered prior to Engineer's review of proposed order lengths.

1.3.3 Proposed procedures to be used by approved testing agency to inspect and test all pipe pile welds.

1.3.4 Qualifications: For Contractor and Contractor's personnel responsible for pile driving and pile driving record preparation.

1.3.5 Closeout Submittals

- a. Record Driven Piles
- b. As built Pile Plans

1.4 QUALITY ASSURANCE

1.4.1 Welding

Shop and field welding, qualification of welders, and inspection of welds shall be in accordance with AWS D1.1.

1.4.2 Pile Driving Equipment

Submit make, model, and type of each pile hammer; manufacturer's specification sheet on pile hammers; and detail drawings of driving helmets, hammer cushion or cap block with records of successful use.

1.4.3 Pile Installation Template

Submit drawings and details for templates to be used to maintain driving tolerances for vertical and batter piles.

1.5 EQUIPMENT

1.5.1 Pile Hammers

Furnish a hammer having a capacity at least equal to the hammer manufacturer's recommendation for the total weight of pile, the pile ultimate design capacity and character of subsurface material anticipated. The hammer shall be capable of developing a minimum driving energy of 30,000 ft-lbs. Obtain required driving energy of hammer, except for diesel hammers, by use of a heavy ram and a short stroke with low impact velocity.

1.5.2 Driving Helmets (Caps) and Cushion (Capblocks)

Use a hammer cushion or capblock between the helmet, driving cap or driving head and hammer ram. Driving cap and hammer cushion combination shall be capable of protecting head of pile, minimizing energy absorption and dissipation, and transmitting hammer energy uniformly to top of pile. Driving helmet or cap shall fit loosely around top of pile so that the pile

may rotate slightly without binding within helmet or cap. Hammer cushion or capblock may be a solid hardwood block at least 6 inches thick with grain parallel to pile axis and enclosed in a close-fitting steel housing or may consist of aluminum and micarta (or equal) discs stacked alternately in a steel housing. Use steel plates at the top and bottom of the capblock assembly. Under no circumstances will use of wood blocks, wood chips, rope or other material permitting excessive loss of hammer energy be permitted.

1.5.3 Pile Leads

The pile driver shall be equipped with free-type (swinging) pile-driver leads that will hold firmly in position and in axial alignment with the hammer. The pile hammer shall ride in the ways of the leads. At each pile location the leads shall be spotted and adjusted to guide the pile to plan alignment.

PART 2 – PRODUCTS

2.1 PILING

2.1.1 Piling

Provide seamless or straight seam welded steel pipe piles with a wall thickness of 0.5 inch for 16 to 30 inch diameter pipe piles and 1 inch for 96 inch diameter pipe piles conforming with ASTM A 252, Grade 3. Spiral welded pipe will not be allowed. Provide name and location of steel mill and fabricating plant for pipe piles. Piles shall be coated in conformance with the requirements of Section 09 97 13.26, "Coating of Steel Waterfront Structures."

2.1.2 Concrete

Material shall conform to the requirements of Section 033050, "Cast-In-Place Concrete (MARINE)". Provide concrete with a minimum compressive strength of 3000 psi at 28 days, a slump of 4 to 6 inches, and a maximum aggregate size of 3/4 inch.

2.1.3 Pile Accessories

- A. Driving Points: Manufacturer's standard 60-degree conical driving point, with integral reinforcing ribs, to provide full bearing of pipe pile tip. Fabricate from steel castings as follows:
 - 1. Carbon-steel Castings: ASTM A27, Grade 65-35 heat treated
- B. Splice Coupling: Refer to the Contract Drawings.

2.1.4 Coating

Material shall conform to the requirements of Section 099713, "Coating of Waterfront Structures (MARINE)".

PART 3 - EXECUTION

3.1 FABRICATION

Pile lengths: Engineer will review Contractor's calculations, Wave Equation Analysis and proposed production pile lengths. The Contractor shall allow for no less than a two week time period requirement for the Engineer to perform the review and for the Engineer to comment on proposed pile length. It is the Contractor's responsibility to provide piles with lengths as required.

Note: Pile lengths may be governed by required tensile capacity, particularly the 18 inch diameter Head Dolphin Piles.

1. Furnish test piles a minimum of 10 feet longer than remaining production piles or as directed by the Engineer.
 - A. Fabricate and assemble piles in shop to greatest extent possible.
 - B. Fabricate full-length piles where possible to eliminate splicing during driving. Maintain axial alignment of pile lengths. Splices shall be located a minimum of 20 feet below proposed dredge depths.
 1. Welded Splices: Accurately mill meeting ends of steel pipe piles and bevel for welding. Continuously weld pile according to AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work. Refer to Contract Drawings.
 - C. Fit and weld driving points to tip of pile according to manufacturer's written instructions and AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work.
 - D. Pile-Length Markings: Permanently mark each pile with horizontal lines at 12-inch intervals; at final driving mark piles at 1-inch intervals, mark the distance from pile tip at 60-inch intervals.

3.2 DRIVING

3.2.1 Pile Driving Criteria

The Owner's Engineer will perform dynamic pile (PDA) testing on designated production piles, called test piles. For each Structure where piles are to be driven to a specified ultimate capacity, the first two piles driven shall be dynamically tested by the Engineer prior to the remaining production pile driving for each structure. The first test pile driven shall be a plumb pile. The Engineer will use the dynamic testing (PDA) results and pile driving logs to establish the driving criteria for the remaining piles in the structure. It is the Contractor's responsibility to provide piles with lengths as required.

No other production piles shall be installed until the driving criteria is established and authorization for driving has been provided by the Authority. Drive remaining piles to the established driving criteria (penetration resistance) or to the specified minimum tip elevation listed herein, whichever is lower.

All production pile driving shall be performed in the presence of the Owner or the Owner's Engineer.

3.2.2 Tolerance in Driving

Drive vertical pile with a variation of not more than 0.25 inch per foot of pile length from the required axial alignment. Locate butts within 4 inches of position indicated. Do not force piles into position. Check piles for heave after all piles are driven within a 15 foot radius. Redrive to required penetration resistance those piles found to have heaved. Maintain alignment of piles vertical and batter for each bent with templates or other approved means. Where vertical and batter piles are damaged, mis-located, or driven out of alignment, replace or drive additional piles as directed.

3.2.3 Jetting of Piles

Jetting of piles shall not be permitted.

3.3 SPLICING AND CUTTING

3.3.1 Splicing

Where permitted, splice piles during installation and align pile segments concentrically.

3.3.2 Cut-Off

Cut-off piles by oxyfuel cutting, sawing or other means approved by the Authority, to within one inch of the designated cut-off elevation. Cut-off tops of driven piles square with pile axis or level and at elevations indicated. Refer to Contract Drawings.

3.4 CONCRETING

3.4.1 Preparation

Do not place concrete plug in a pile until all piles within a radius of 20 feet have been installed and inspected. Inspect each pile after installation and before placing concrete. Verify the integrity of the pile throughout its length. Verify the alignment and absence of distortion.

3.4.2 Placement

- A. Place concrete in a continuous operation and without segregation immediately after cleaning out pipe pile. Place concrete by means of bottom discharge bucket, flexible drop chute, steep-sided funnel hopper, tremie or pump concrete into place.
- B. Place concrete in a dry pipe pile unless placement underwater is approved by Engineer. Any pile that is observed to contain water, may be subject to dynamic testing to check integrity.
 1. Place concrete underwater by tremie method or pumping. Control placement operations to ensure tremie is embedded no less than 60 inches into concrete, and flow of tremied concrete is continuous from bottom to top of pipe pile.
 2. Other methods of depositing concrete may be used if approved by Engineer.
- C. Consolidate final 10 feet of concrete during placement to ensure that concrete is thoroughly worked around steel reinforcement.
- D. Screed concrete level at cutoff elevation and apply a scoured, rough finish.

3.5 FIELD QUALITY CONTROL

- 3.5.1 Testing Agency: Contractor shall engage a qualified independent testing agency to perform field quality-control for concrete and steel pipe pile weld testing. The Owner's Engineer will perform all pile PDA testing, pile integrity testing, if necessary, and pile driving observation. High-strain dynamic monitoring (PDA pile testing) shall be performed and reported by the Engineer according to ASTM D 4945 on all designated test piles during final driving, during restrike and on up to approximately three (3) additional production piles at the Engineers discretion. Low-strain pile integrity measurement shall be performed and reported by the Engineer as deemed necessary by the Engineer.

3.5.2 Dynamic Pile Testing (Pile Driving Analyzer "PDA" Testing, ASTM 4945)

- A. The Owner's Engineer will perform all dynamic pile testing (PDA) on designated production piles, called test piles. There will be no static pile testing. Dynamic pile testing will be used to verify: hammer performance, calculate pile capacity, estimate embedment lengths and establish final driving criteria. A minimum notice of 72 hours is required in advance of driving piles designated for dynamic pile testing. The Contractor shall pre-drill and tap test piles per Engineer's direction) prior to dynamic testing. It is anticipated that seven 1/4"-20 threaded holes will be required and that this work will take 1 hour per test pile. The Engineer will provide the Contractor with a template for drilling and tapping. Safe access to the test pile (as determined by the Engineer) is required. The Contractor's personnel shall aid the Engineer in attaching the dynamic test gages to the piles. The pile must be accessible for attaching gages when the pile tip is no more than 15 feet below mudline.
- B. All designated production piles (test piles) will be PDA tested. The Contractor shall provide all assistance necessary to the Engineer during PDA testing. PDA testing will be performed at a minimum during: final driving and again during restrrike, which will be performed a minimum of 24 hours after final driving. Pile restrrike shall be performed with a hammer which has been suitably warmed-up. The Contractor shall provide facility to warm-up the pile hammer, other than on installed test piles. During each restrrike, the pile must be impacted for a minimum of 6 inches or 50 blows, whichever comes first. In addition, PDA testing of production piles may be performed at the Engineers discretion on two additional production piles in addition to the first two piles driven for each structure. Refer to Article D below for the circumstances under which further dynamic testing of production piles may be required. In order to establish driving criteria and calculate pile capacity, CAPWAP analyses will be performed by the Owner's Engineer, on initial driving and/or restrrike data. The Contractor shall be aware of a time period requirement, estimated to be a minimum of 48 hours, to perform and review test pile CAPWAP analyses prior to Engineer comment on test/production pile capacity, estimated pile embedment lengths and final driving criteria. If the Contractor elects to drive production piles prior to the Engineer's review, he proceeds at his own risk however, under no circumstances are production piles to be driven unless in the presence of the Owner or the Owner's Engineer.
- C. Drive and test production piles at locations indicated to a penetration resistance which produces required ultimate design capacity as indicated in this specification, but in no case less than the minimum pile embedment requirements or as directed by the Engineer.
 1. Install reinforcement and fill pile with concrete according to requirements.
 2. Number and location of designated test piles shall be as specified heretn and as established at the pile pre-installation meeting. The Contractor shall provide a pile numbering and identification system.
- D. Use test piles identical to those required for project production piles and drive with appropriate pile-driving equipment operating at rated driving energy to be used in driving production piles. Additional production pile PDA testing may be performed at the Engineer's discretion based upon observed hammer and pile performance during driving at no additional cost to Owner.
- E. Test Pile-Driving Records: The Contractor and the Engineer shall both prepare driving records for each test and production pile. Test pile records will include the same data as required for production piles.

- F. Test piles that comply with all requirements, including location tolerances, will be accepted as production piles.

- G. If based on the results of the dynamic testing, the Owner determines the hammer is not working adequately, the hammer will be repaired or replaced by the Contractor. In this instance, the Contractor shall redrive all previously driven piles and possibly additional indicator piles and repeat the dynamic testing, as required by the Owner, at no additional cost to the Owner.

- H. If, at any time during production pile driving, the Contractor proposes to change the pile installation equipment (including the individual hammer or hammer type) from that used to install the test piles, additional pile dynamic testing shall be performed by the Owner's Engineer. The Contractor shall not be entitled to additional compensation for any expenses associated with a change the pile installation equipment. Dynamic testing of a minimum of an additional 3 piles may be required in this case

3.5.3 Weld Testing

In addition to visual inspection, welds shall be tested and inspected according to AWS D1.1 and Engineer approved inspection procedures. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents. All pile welding shall be at a minimum: 100% visually inspected and 25% ultrasonic inspected. Pile weld testing procedures considered are listed below:

1. Liquid Penetrant Inspection: ASTM E165.
2. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
3. Radiographic Inspection: ASTM E94; minimum quality level "2-2T"
4. Ultrasonic Inspection: ASTM E164.

3.5.4 Record Driven Piles

Keep a complete and accurate record of each pile installed. Indicate the pile location, deviations from design location, cross section shape and dimensions, original length, ground elevation, tip elevation, cutoff elevation, penetration in blows per foot for the entire length of penetration, and switch to recording blows per inch (bpi) when the driving resistance picks up significantly with the intent of recording bpi for at least the last 4 inches of pile driving, hammer data including rate of operation, make and size, and unusual pile behavior or circumstances experienced during driving such as re-driving, heaving, weaving, obstructions, and unanticipated interruptions. Notify the Authority's representative 10 days prior to driving of piles.

3.5.5 Acceptance Criteria Driven Plumb Piles

Ultimate design capacity for the pile shall be determined by the Authority's Engineer based on review of CAPWAPs completed on dynamically tested piles.

3.5.6 Acceptance Criteria-Damage or Deviation

Following driving, driven piles shall be inspected for conformity with the following criteria:

Piles which leak, or are bent, crimped, buckled, or otherwise unsatisfactory as hereinafter specified, and which cannot be removed or repaired, shall be abandoned and filled with sand or concrete.

The pile diameter shall not vary more than 20 percent from the specified value.

If the bottom of the pile cannot be seen, the shape and alignment of the pile shall be surveyed by the Contractor at his expense with a suitable instrument approved by the Contractor's Engineer and the results submitted to the Contractor's Engineer for analysis. The ability to lower to the bottom of the pile a steel pipe or beam of such dimensions as to confirm that the radius of curvature of the pile is greater than 750 feet, will be considered an acceptable survey procedure.

Piles that do not meet the specified criteria will be rejected and shall be replaced by the Contractor at no additional expense to the owner.

3.5.7 Contractor's Responsibility

Unless specifically designated in writing, no action taken by the Owner or the Owner's Engineer shall relieve the Contractor of their responsibility for performing the Work in accordance with the Contract Documents nor shall they be construed to relieve the Contractor from full responsibility for the means and methods of construction and for safety on the site.

3.5.8 Obstructions

- A. All rocks, timbers, debris or other obstructions within 10 feet of the mudline at the time of driving, except as described in 3.5.9 below, which interfere with driving of the piles, shall be penetrated, cored or removed by the Contractor, at no additional cost to the Owner. Do not attempt to drive piles until mud-line surface is clear of debris or other material interfering with pile driving. Such debris and obstructions shall be removed and disposed of by the Contractor.
- B. At elevations more than 10 feet below the mudline at the time of driving, if an abrupt increase in driving resistance is encountered, the driving shall be terminated when the pile penetration is less than $\frac{1}{2}$ inch in ten successive blows of the impact hammer. If the pile has not been advanced to the indicated minimum tip elevation at the time that driving is terminated, the Contractor shall notify the Owner or the Engineer and shall, subject to the acceptance of the Owner or the Engineer, extract the pile and attempt to clear the obstruction by excavation, spudding, probing or some other technique. The Contractor will be compensated for time required to excavate, probe, spud or otherwise work through or by an obstruction to pile driving located more than 10 feet below the mudline, if such efforts are required to advance the pile to the minimum specified tip elevation and the specified pile capacity. For such efforts, the Owner and the Contractor shall negotiate Contractor's compensation and associated changes in the Contract Price and the Contract Time. Agreed upon Changes shall be set forth in a Change Order.
- C. If the obstruction cannot be cleared by spudding, probing or excavation, the Contractor shall, subject to the acceptance of the Engineer, select a method of coring or drilling compatible with material through which the hole is to be made. The hole shall be advanced by drilling and/or chopping inside a temporary steel liner or casing. Pilot holes may be advanced to determine the extent of obstruction, but blasting in either the pilot holes or in the full diameter holes will not be permitted. Coring or drilling shall proceed only to the depth required to penetrate the obstruction. For such efforts, the Owner and the Contractor shall negotiate

Contractor's compensation and associated changes in the Contract Price and the Contract Time. Agreed upon Changes shall be set forth in a Change Order.

- D. All spoil and slurry shall be controlled to minimize disturbance to site conditions and hindrances to pile installation procedures and requirements. Spoil and waste material shall be collected and removed from the site by the Contractor.
- E. Details of the coring or drilling equipment and methods shall be submitted to the Engineer for review prior to beginning the work.
- F. Piles abandoned because of obstructions shall be extracted and the hole filled with Crushed Stone.
- G. If the obstructed pile cannot be extracted to allow for spudding, probing or coring and if the Engineer determines that additional piles are required, in lieu of spudding, coring or other procedures, the Contractor will be reimbursed for the obstructed pile at the Contract Unit Price.
- H. Any and all agreed upon Changes shall be set forth in a Change Order established per the Standard General Conditions of the Construction Contract, as modified in the Supplementary Conditions.

3.5.9 Boulder and Obstruction Probing

During Phase 3 of the Work, the Contractor shall probe the area immediately west (shoreward) of the existing mono pile dolphin located between Slip 1 and Slip 2, to define, as well as is practical, the perimeter and surface elevation of a boulder reported to be located there. Probing shall be conducted until the perimeter of the boulder is defined, to the satisfaction of the Owner.

Probing shall be completed by vibrating a steel H-pile, (minimum HP12 x 84 or accepted equivalent, in good condition) to the target tip elevation of not less than - 60 feet NAVD88 using a vibratory hammer operating from a barge-mounted crane. The H-pile will then be extracted and re-used for subsequent probing. The probe shall be clearly marked in 1-foot increments so that penetration rate, penetration depth and the depth of any potential obstruction can be easily viewed from the barge deck.

Field locating of probes shall be completed by the Contractor using GPS equipment with a horizontal accuracy of 1-foot maximum.

Once the H-pile probe has been set on location, drive the probe to the target tip elevation of -60 feet NAVD88 while monitoring plumbness. If probe is observed to be more than 1/4-inch in 1-foot out of vertical alignment, extract, reset, and repeat the probe. Refusal on possible obstructions will be defined as less than 1 foot of penetration after 60 seconds of continual driving. Upon encountering refusal, the Contractor will be required to extract the probe and re-probe immediately adjacent to the refusal location. Contractor shall record as-built coordinates of probes completed.

The Owner's Engineer will be on-site to observe and document the probing operations. All probing shall be performed in the presence of the Owner's Engineer. Provide access and coordinate with the Owner's Engineer during the probing program. Allow the Owner's Engineer to confirm probe locations using hand operated GPS equipment and/or concurrence with any on-board GPS and/or positioning equipment.

End of Section

STAFF SUMMARY

Date: February 11, 2021

File# MIS-2021-02



TO:		FOR:		FROM:
X	General Manager	X	Vote	Dept.: MIS
X	Board Members		Information	Author: Curt J. Van Riper
				Subject: Replacement of hardware used for the Steamship Authority's data backup

PURPOSE:

To request that the Members authorize the General Manager to award, subject to the Commonwealth of Massachusetts ITC73 Contract, for the replacement of computer storage hardware currently used to backup servers, desktops and laptops data storage to IntraSystems Inc. of Braintree, MA for a total Net Contract Price of \$336,035.00.

BACKGROUND:

The Steamship Authority currently utilizes two (2) devices to back up their servers, desktops and laptops data. The primary device is located in Falmouth. As currently configured, the primary device also replicates its data to a secondary device located in Mashpee. The current devices were purchased in February 2018 for \$259,284.

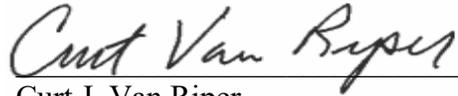
In November 2020, the primary device had used 66% of its capacity while the secondary device usage was somewhat lower. As of February 2021, the primary device is currently using 81% of its capacity while the secondary device usage remains slightly lower.

The proposed replacements will include two (2) primary devices, both located in Falmouth. The backups meanwhile will be now replicated to the "cloud" instead of Mashpee. The cost of the new equipment including installation is \$189,590. A 5-year Unlimited Cloud Storage and support agreement is \$852,640. Discounts and incentives available through February 2021, including the trade-in of the existing devices, amount to (\$706,195). For a total net contract price of \$336,035.

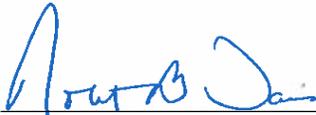
The equipment, cloud storage and support would be purchased from IntraSystems, Inc., a Massachusetts vendor authorized to provide computer hardware, software and services under the Commonwealth of Massachusetts ITC73 contract.

RECOMMENDATION:

That the Members vote to authorize the General Manager to award, subject to the Commonwealth of Massachusetts ITC73 Contract, for the replacement of computer storage hardware currently used to backup servers, desktops and laptops data storage to IntraSystems Inc. of Braintree, MA for a total Net Contract Price of \$336,035.00.



Curt J. Van Riper
Director of Information Technologies

APPROVED: 

Robert B. Davis
General Manager