



**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**  
2150 Webster Street  
Oakland, CA 94612

**CHANGE ORDER NO. 2**

PROFESSIONAL SERVICES AGREEMENT NO. 6M4736 (the "AGREEMENT")  
TO PROVIDE  
BART HEADQUARTERS ("BHQ") PROPERTY MANAGEMENT SERVICES

Between

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
("BART" or "DISTRICT")  
And  
RIVERROCK REAL ESTATE GROUP  
("CONTRACTOR")

To: RiverRock Real Estate Group, GP, Inc.  
2175 N. California Blvd., Suite 610  
Walnut Creek, CA 94596  
Attn: Brandon Wang ([bwang@lpc.com](mailto:bwang@lpc.com))

The following changes shall be made to the above entitled Agreement pursuant to Article 4.0, CHANGES AND EXTRA SERVICES, thereof.

1. Article 1.0 Scope of Services

Attachment A: Scope of Work is revised to add a new Section H, "Temporary Property Administrator/Project Coordinator," and to incorporate by reference new Attachment A-1, Temporary Property Administrator/Project Coordinator Task List (March 2, 2026 – June 30, 2026), attached hereto. All existing Scope of Services provisions in Attachment A (Sections A-G) remain unchanged.


2. Article 3.0 Compensation and Method of Payment:

Attachment B – Compensation Schedule is revised as of March 3, 2026 to:

- Add a line item under Year 5 for "Temporary Property Administrator/Project Coordinator (March 2, 2026 – June 30, 2026) at a monthly cost of \$8,580; and
- Update the Year 5 total and Total Agreement Price accordingly.

All other terms and conditions of Agreement No. 6M4736 remain unchanged and in full force and effect.

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

Signed by:  
  
Approved: \_\_\_\_\_  
C2C80701A24F482  
Director of Procurement

Date: 3/16/2026  
\_\_\_\_\_

The Undersigned Contractor agrees to the above terms and conditions.

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**RIVERROCK REAL ESTATE GROUP, GP, INC.**

Signed by:  
By: Brandon Wang  
29821D6B759A418...

Date: 3/16/2026

Print Signature: Brandon wang

Title: Authorized Signatory



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## ATTACHMENT A

### SCOPE OF SERVICES

The services sought at this time are for those of a Property Management Company hereinafter referred to as Contractor. Following award, the Contractor would be hereby authorized to perform the following services in respect to the Property:

#### **A. Management Generally.**

1. Subject to the limitations provided in the Agreement or otherwise directed by BART, CONTRACTOR shall: Assume agent responsibilities for the Property's preexisting service contracts and use best efforts to replace all such preexisting service contracts within three (3) months of the commencement of the Agreement, per the conditions set forth hereinafter; Cause the Property common areas to be kept in a safe, clean, and presentable condition; Make or cause to be made all repairs, cleanings, alterations, and decorating; Purchase all supplies, materials, tools and equipment necessary for the proper operation of the Property; Making available to BART the benefit of all discounts and rebates available from third-party vendors; and Comply with the requirements of the Agreement. CONTRACTOR will be reimbursed for the costs of furnishing any such supplies, materials, tools or equipment that are within the approved budget. Contractor shall from time to time as it deems appropriate submit to BART recommendations as to required repairs, replacements, cleanings, and alterations to the Property.
2. CONTRACTOR shall be responsible for the management and operation of the Property which services shall include: (1) maintaining all mechanical, electrical, HVAC, building maintenance system and control monitoring, emergency power, base building fire alarm, elevators, plumbing and other major and minor systems in the Property; (2) causing to be performed exterior and interior cleaning, painting, decorating, carpentry, landscaping, roofing, maintenance of heating, ventilating and air-conditioning systems and such other normal maintenance, repair work, and minor construction as may be necessary or required by BART; (3) investigating all necessary preventative maintenance programs, submitting to BART recommendations and proposals for such programs and performing such necessary or desirable preventative maintenance as shall be approved by BART; (4) purchasing any needed supplies, materials, and services; (5) immediately addressing all building maintenance alerts, failures, and immediate or emergency response needs; and (6) regularly inspecting and testing, in accordance with existing inspection and testing programs at the Property, the physical condition of the Property, including periodic testing of the systems to ensure their reliability, with such tests to be scheduled and coordinated with occupants of the Property to minimize risk to the business operations, and any additional inspections that will improve the appearance, operation, and life-safety aspects of the Property, as determined by BART or CONTRACTOR in accordance with applicable local law. CONTRACTOR may use BART's pre-existing procurement vendor catalog for supplies, materials, or non-labor services for emergency repairs up to a BART approved total dollar amount. If the tools or vendors are unavailable or timely response to the emergency takes precedence, CONTRACTOR may solicit three (3) bids using the process outlined in Scope of Services ("I. Management Generally, Section 4." below) or lowest bid quote from available qualified vendors.
3. CONTRACTOR will draft scopes of services, that include any applicable licensing and payment bond requirements for the following services, and will insert the scopes of



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services into BART's Technical Services Agreements, and then locate and solicit bids from third-party vendors and/or licensed firms to perform: 1) janitorial services of restrooms and interior and exterior common areas (i.e., corridors, kitchens/kitchenettes, lobbies, meeting rooms, egress areas, and stairwells/steps); 2) Trash/garbage/recycling/compost removal and maintenance; 3) interior and exterior landscape maintenance; 4) vermin/pest abatement, and extermination; 5) building engineering; 6) window washing; 7) elevator maintenance and repair; 8) fire sprinkler and alarm maintenance and inspection; 9) HVAC/boiler maintenance and repair; 10) HVAC water treatment; 11) roof inspections and repairs; 12) furniture, fixtures, and equipment moving, relocation, installation, repair, and decommissioning; 13) electrical safety tests and electrical installation condition report testing; 14) Building Management System programming; 15) wayfinding and general signage; 16) security camera repair and programming; 17) backflow testing and certification; 18) steam cleaning; 19) generator and fire pump maintenance and repair; and such other services as are required in CONTRACTOR's and/or BART's reasonable judgment and in accordance with the requirements for the operation of the Property and which are included in the Operating Budget. Once such third-parties that meet the requirements set forth in CONTRACTOR's scopes and BART's Technical Services Agreement are located and bids solicited, BART will decide which third-party to award the Agreement to based on acceptable technical requirements and lowest bid proposal. BART's Standard Technical Services Agreement, attached as Exhibit 1, will be the Agreement model used for all third-party agreements. Insurance requirements and other terms of the Standard Technical Services Agreement may be modified as appropriate for the various services, (1)-(19) above.

4. CONTRACTOR will conduct the following process to engage third-party vendors and/or licensed firms to perform the required services for the Property:
  - i. CONTRACTOR shall prepare a draft scope of services for review and approval by BART.
  - ii. Once the scope is approved, CONTRACTOR will utilize BART's Technical Services Agreement form and terms, together with the approved scope of work to solicit bids from licensed firms to perform the services. To the extent feasible, CONTRACTOR's solicitation will include at least 1/3 of small businesses listed in the California Department of General Services (DGS) database of small businesses at: [www.dgs.ca.gov](http://www.dgs.ca.gov) (website). If there is no availability of SBs in the requisite service category to attain the required one-third (1/3), then Contractor shall send the solicitation to all SBs in such requisite service category. Award of such Services Agreements will be determined by BART and based on acceptable technical proposals, low price basis. SBs who submit proposals will be considered for eligibility for a Small Business preference during evaluation for determining award of the agreement. Such SBs will be granted reduction in their proposal price, for evaluation purposes only, of 5% of the proposal price of the lowest responsible proposal up to a maximum of \$150,000.
  - iii. CONTRACTOR will review the bids and recommend the firm to be awarded the Technical Services Agreement following BART's Small Business guidelines, documenting the decision-making process, and using the approved budget for the Agreement. BART will then decide which firm to award to and execute the Services Agreement. CONTRACTOR will then initiate the performance of the Agreements and services needed for the Property.



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5. ~~CONTRACTOR shall utilize the BART approved the BART coordinates and 2150 Webster Street (with prior BART approval) and, so far as possible, arrange the times and dates thereof so that there shall be minimal disturbance to the operation of the Property and to BART employees.~~
6. CONTRACTOR shall receive, respond to, and in cases where CONTRACTOR deems it necessary or advisable, advise BART of complaints and requests from others having contractual relations with BART in connection with the Property. Contractor would keep a log of all complaints and requests including resolutions and responses.
7. CONTRACTOR shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to BART, that relate to or in any manner affect CONTRACTOR's performance of the Agreement.

**B. Property Employees.** CONTRACTOR will use diligent efforts to operate, manage and maintain the Property in accordance with the standards of a consultant with special expertise in providing these services and the provisions of the Agreement. CONTRACTOR carries and will document and archive a copy of all applicable licenses, warranties, certificates, and registrations needed for the services in current and good standing. CONTRACTOR will use reasonable care in the hiring of its employees assigned to manage the Property. BART shall have the right (subject to applicable law, the Requirements as defined below and the terms of collective bargaining agreements) to approve employees assigned by CONTRACTOR, as well as the positions for which such employees are assigned. If BART shall disapprove of any such employee or position, CONTRACTOR will take such corrective action as BART shall require. CONTRACTOR will (1) pay all wages and other benefits payable to such employees; (2) maintain adequate payroll records; (3) remit to the proper authorities all required income and social security withholding taxes, unemployment insurance payments, workers' compensation payments and other amounts with respect to wages and benefits payable to such employees required under applicable labor and business laws, together in each case with all required reports and other filings; and (4) obtain, maintain and administer all medical, disability and other insurance and fringe benefits as may, from time to time, be required under any union or other arrangements pertaining to such personnel. All prevailing wages, salaries, benefits and other compensation paid or payable to such employees, and all items payable in respect to the payroll (including without limitation, unemployment insurance, social security, workers' compensation, disability benefits, severance, paid time off, medical and surgical plans now in existence or hereafter imposed or included in union agreements), shall be considered operating expenses of the Property. CONTRACTOR is, and will at all times remain, a wholly independent contractor and not an officer or employee of BART. CONTRACTOR has no authority to bind BART in any manner, or to incur any obligation, debt or liability of any kind of behalf of or against BART, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by BART. See Exhibit 1, Agreement for Technical Services, Section 7.0.

**C. Budgets and Authorized Expenditures.** CONTRACTOR will prepare and submit to BART, for its approval, an Operating Budget (as such term is defined below) and a Capital Budget (as such term is defined below), for BART's current fiscal year, not later than ninety (90) days after the date of Award, and for each fiscal year thereafter, on or before April 1st. The Operating Budget and the Capital Budget are hereinafter collectively referred to as the Budgets. When approved in writing by BART, CONTRACTOR would implement the Budgets and would be authorized, without the need for further approval by BART, but



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subject to the Approved Variance Amount (as such term is defined below), to make the expenditures and incur the obligations provided for in the Budgets. In the event BART does not approve all or any portion of any Operating Budget and/or Capital Budget, Contractor will promptly revise the same in accordance with BART's request and would resubmit the applicable Budget(s) or portions thereof to BART for its approval. Until such time as the Operating Budget and/or the Capital Budget are approved by BART, Contractor would continue to operate under the last approved Operating Budget or Capital Budget, as the case may be.

Contractor may procure non-labor expenses for the maintenance, repair, and servicing of the Property using BART's Procurement "NASPO MRO" agreement up to a certain BART approved dollar amount. This includes Grainger, Fastenal, and MSC, effective January 19th, 2021. Purchases will be made using PeopleSoft via a direct connection to the Vendor's website. This PeopleSoft Module is called "Punchout Catalog", it allows BART end users to "punchout" through PeopleSoft directly to the vendors online catalog. Upon filling the online basket with commodities and clicking submit, the internal PeopleSoft requisition is then automatically routed through workflow to obtain approvals and then automatically sends a Purchase Order directly to the vendor.

1. **Operating Budget.** The "Operating Budget" shall include for each month during the applicable fiscal year, in detail and in form and substance reasonably satisfactory to BART all income reasonably anticipated to be collected in connection with the Property, proposed expenses to be incurred for employees of CONTRACTOR permitted hereunder (including the number and type and their respective salaries), and all operating expenditures proposed to be made, including, without limitation, the estimated cost of utilities, repairs and maintenance, and fees for the services 1) through 19) set forth above in section II. A. 3.
2. **Capital Budget.** The "Capital Budget" shall include for each month during the applicable fiscal year, in detail and in form reasonably satisfactory to BART, the capital expenditures proposed to be made or likely to be needed, including, but not limited to, expenditures for roof, building facade or equipment replacement or alteration, together with studies, reports or inspections as may be reasonably required indicating the need for such capital expenditures, the useful life of such capital item and the proposed project commencement and completion dates and expenditure schedule. The Capital Budget would also state whether such capital expenditure is required as a result of governmental regulation, to decrease operating expenses, or otherwise.
3. **Approved Variance Amount.** The "Approved Variance Amount" is the amount established by BART and CONTRACTOR by which expenditures may exceed the amount set forth in the Budgets. The maximum approved Budget would be the total of all Budget categories plus the Approved Variance Amount. Except in the case of emergencies where response costs are not sufficiently included in the approved Budget, in no event would CONTRACTOR exceed the maximum Budget, including any Approved Variance Amount authorized by BART, without prior written authorization of BART.
4. **Escrow Account.** An escrow account will be set up to allow the CONTRACTOR to pay for emergency repairs and up to three months of the monthly costs of the current vendors servicing the Property while the Property Manager develops the scopes of work and solicits bids for new third-party vendors. An Emergency is defined as an Act of God or other threats to public safety, well-being, or the condition of the Property when the delay caused by waiting for BART to approve funding for the response would increase the threat or result in extensive damage to the Property.



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- D. Financial Reports.** CONTRACTOR shall provide statements to BART relating to the Property as follows:
1. On or before the fifteenth day after the end of each calendar month during the term commencing with the fifteenth day of the second full calendar month following the Award Date, CONTRACTOR shall furnish to BART a report containing the items set forth below, which shall be in form and substance satisfactory to BART:
    - i. An operating statement on an accrual basis for the applicable period and the year-to-date;
    - ii. A schedule of accounts payable and accrued expenses;
    - iii. Accrual reports with preliminary variance explanations;
    - iv. Cash disbursements journal for the period;
    - v. Calculation of management fee, payroll, taxes and benefits and professional fees, if any, and all payments to CONTRACTOR as a result of CONTRACTOR's involvement with the Property for the period, together with supporting documentation;
    - vi. A schedule showing budget to actual for year to date, as well monthly and accrual variances.
    - vii. Schedule of any capital expenditures for the period, and update of the status of all Capital Projects;
    - viii. Summary describing the status of operating and maintenance functions, physical items including results of premises inspections, impending certification/warranty expirations and, and key events;
  2. On or before the fifteenth day after the end of each calendar month during the term commencing with the fifteenth day of the second full calendar month following the commencement of the Agreement, CONTRACTOR will furnish to BART a statement of disbursements from the Escrow Account. Copies of all paid invoices shall be maintained on site for the BART's inspection and audit.
  3. CONTRACTOR will, on behalf of BART, maintain complete and separate books and records for the Property, which books and records would be kept in accordance with generally accepted accounting principles consistently applied on an accrual basis. Separate books and records will also be maintained for the Escrow Account.
- E. Insurance Matters.** CONTRACTOR shall notify BART within twenty-four (24) hours and submit written reports within three business days to BART's Risk and Insurance Department concerning all accidents and claims for damage relating to the ownership, operation, or maintenance of the Property that it is made aware of, and shall prepare any reports reasonably required by BART's Risk and Insurance Department in connection therewith. A copy of any such reports shall also be submitted to BART's Agreement Administrator. CONTRACTOR shall have no right to settle, compromise, or otherwise dispose of any claims, demands or liabilities, whether or not covered by insurance, without the prior written consent of BART. CONTRACTOR agrees not to knowingly permit the use of the Property for any purpose which might void any policy of insurance held by BART or



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which might render any loss insured thereunder uncollectible, or which would be in violation of any governmental restriction, statute, ordinance, rule or regulation.

- F. Other Responsibilities and Requirements.** CONTRACTOR shall promptly give notice to BART (accompanied by copies of supporting papers) of any violation or notice of violation of any laws, ordinances, rules, regulations, orders or determinations of governmental authorities having jurisdiction over the Property and of insurers, insurance rating organizations, Boards of Fire Underwriters or similar bodies which relate to the Property (collectively, "Requirements"). At BART's expense, CONTRACTOR shall use all reasonable efforts to cause all such acts and things to be done in and about the Property as BART or CONTRACTOR shall deem necessary or desirable to comply with the Requirements and, in each case, shall use all reasonable efforts to cure or remove any violations thereof.
- G. Consultation Generally.** CONTRACTOR shall generally confer and advise fully and freely with BART and such representatives and designees as BART shall identify, in the performance by CONTRACTOR of its duties herein specified and all matters relating thereto.
- H. Temporary Property Administrator/Project Coordinator.** For the limited period of March 2, 2026 – June 30, 2026, CONTRACTOR shall provide a Temporary Property Administrator/Project Coordinator to perform the tasks set forth in Attachment A-1.



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## ATTACHMENT A-1

### Temporary Property Administrator / Project Coordinator

*Temporary Period: March 2, 2026 – June 30, 2026*

#### DAILY

1. Create and distribute calendar invites for building activities (as needed but often daily)
2. Update weekly operations meeting agenda (Bethel + Niel)
3. Review and save daily security activity reports to the O-drive
4. Track Workspace work order system
5. General vendor follow-ups as issues arise

#### WEEKLY

1. Take minutes for weekly operations meetings (Tuesdays) — Bethel + Niel
2. Email weekly meeting agenda & minutes to the group (Tuesdays) — Bethel + Niel
3. Conduct weekly/bi-weekly floor walks for janitorial services; follow up with vendor and include photos
4. Provide follow-up communication to vendors regarding walk-through findings

#### BI-WEEKLY

1. Janitorial floor walks (alternating with weekly)

#### MONTHLY

1. Conduct monthly property inspections via Happy Inspector with photos
2. Distribute inspection report to Property Manager and BHQ contact (Fola)
3. Notify vendors to resolve inspection findings
4. Review vendor performance and file documentation in the O-drive

#### QUARTERLY

1. Create and post signage for quarterly fridge cleaning

#### AS NEEDED / PER OCCURRENCE

1. Take notes for additional meetings (Elevator, Security, vendor meetings)
2. Contact and follow up with vendors for job walks, quotes, or work coordination
3. Update Building Emergency Profile
4. Follow up with BHQ liaison regarding POs, PRs, and supply orders
5. Conduct vendor walkthroughs as needed
6. File vendor reports in the O-drive
7. AP support: clarify vendor billing inquiries or revisions
8. Create, laminate, and post building signage
9. Support Property Manager with admin or project tasks
10. Assist tenants with one-off needs

#### ADMINISTRATIVE / ORGANIZATIONAL

1. Maintain O-drive organization (reports, meeting materials, vendor docs)
2. Maintain building documentation (emergency profiles, signage, logs, trackers)
3. Manage calendars and operational workflows
4. Serve as liaison between vendors, Security, Janitorial, and BHQ
5. Track building compliance tasks and deadlines



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**ATTACHMENT B – COMPENSATION SCHEDULE (Revised March 3, 2026)**

Description of Service	Monthly Cost	x	12 months	Total Cost
<b>Year 1 – July 1, 2021 through June 30, 2022*</b>				
One-time Setup Costs	XXXX	X	XXXX	XXXX
Property Management Fee	\$8,000	X	12	\$80,000
Staff Costs (Reimbursable on-site and off-site personnel of the Proposer/Contractor)	\$16,975	X	12	\$203,700
<b>Year 2 – July 1, 2022 through June 30, 2023</b>				
Property Management Fee	\$8,400	X	12	\$100,800
Staff Costs (Reimbursable on-site and off-site personnel of the Proposer/Contractor)	\$17,484	X	12	\$209,808
<b>Year 3 – July 1, 2023 through June 30, 2024</b>				
Property Management Fee	\$8,820	X	12	\$105,840
Staff Costs (Reimbursable on-site and off-site personnel of the Proposer/Contractor)	\$18,009	X	12	\$216,108
<b>Year 4 – July 1, 2024 through June 30, 2025</b>				
Property Management Fee	\$9,261	X	12	\$111,132
Staff Costs (Reimbursable on-site and off-site personnel of the Proposer/Contractor)	\$18,549	X	12	\$222,588
<b>Year 5 – July 1, 2025 through June 30, 2026</b>				
Property Management Fee	\$9,724	X	12	\$116,688
Staff Costs (Reimbursable on-site and off-site personnel of the Proposer/Contractor)	\$19,106	X	12	\$229,272
Temporary Property Administrator/Project Coordinator (3/2/26 – 6/30/26)	\$8,580	X	4 months	\$34,320
<b>Option Year 1 – July 1, 2026 through June 30, 2027</b>				
Property Management Fee	\$10,210	X	12	\$122,500
Staff Costs (Reimbursable on-site and off-site personnel of the Proposer/Contractor)	\$19,676	X	12	\$236,148
<b>Option Year 2 – July 1, 2027 through June 30, 2028</b>				
Property Management Fee	\$10,721	X	12	\$128,652
Staff Costs (Reimbursable on-site and off-site personnel of the Proposer/Contractor)	\$20,269	X	12	\$243,228
<b>Total Agreement Price (Total of Years 1-5 + Option Year 1 and Option Year 2)</b>				<b>\$2,360,784</b>