

STAFF REPORT FOR CALENDAR ITEM NO.: 10
FOR THE MEETING OF: October 8, 2026

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute a second amendment to the agreement for building engineering services with George S. Hall, Inc. (GSH) for compensation of up to \$1,015,000 through January 31, 2027, to maintain continuity of services while a new competitive procurement process is completed.

EXPLANATION:

On May 8, 2017, the TJPA and LPC West Transit Management LLC entered into an Asset Management Agreement, which was amended three times (the “Original AMA”). The TJPA selected LPC West Transit Management LLC because of a competitive procurement. The Original AMA had an Initial Term that was scheduled to expire June 30, 2023, and two options to extend for a Renewal Term of three years each that, if both were exercised, would expire June 30, 2029.

On July 1, 2023, the TJPA and LPC West Transit Management LLC entered into a new Asset Management Agreement (the “New AMA”). The New AMA had an Initial Term that was scheduled to expire June 30, 2026, and the option to extend for a Renewal Term that, if exercised, would expire June 30, 2029. GSH entered into a building stationary engineering service contract on May 22, 2023 as a subcontractor pursuant to the New AMA for a term co-extensive with the New AMA.

On December 23, 2024, the TJPA elected to exercise its right to terminate the New AMA with LPC West Transit Management LLC, without cause. As a result, the TJPA, LPC West Transit Management LLC, and GSH entered an Assignment and Novation, allowing the TJPA to receive from GSH the services under the service contract under the same terms and conditions as the conditions and initial terms under the New AMA through June 30, 2026.

On July 1, 2026, with the authority vested in the Executive Director pursuant to Board Policy No. 001 (Procurement Policy), the TJPA and GSH executed Amendment No. 01 to the service contract, which extended the term of the contract by 10% to October 18, 2026, without changing the scope of the service contract or compensation provisions under the service contract.

The current building stationary engineering service contract term expires October 18, 2026. To maintain continuity of services while the TJPA completes a new competitive procurement, staff propose Amendment No. 02 to the service contract, which would extend the term of the building engineering service contract to January 31, 2027. Based upon operations data and prevailing wage rates, staff expect the total cost of service during the proposed extension period will not exceed \$1,015,000, which is based on the average budgeted monthly cost of service amount of \$290,000 for fiscal year FY2026-27 multiplied by the about 3.5 month extension.

GSH has performed satisfactorily to date, and staff recommend retaining GSH to perform building engineering services through January 31, 2027, without changing the scope of the service contract or compensation provisions under the service contract, in the form attached.

RECOMMENDATION:

Authorize the Executive Director to execute a second amendment to the agreement for building engineering services with GSH to extend the term of the service contract to January 31, 2027, for up to \$1,015,000.

ENCLOSURES:

1. Resolution
2. Amendment No. 02

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) requires the services of a building engineering services firm to provide maintenance services for the Salesforce Transit Center and Park in support of the Transbay Program operations; and

WHEREAS, On May 8, 2017, the TJPA and LPC West Transit Management LLC entered an Asset Management Agreement for the Salesforce Transit Center and Park (the “Original AMA”), as a result of a competitive procurement; the Original AMA had an Initial Term that was scheduled to expire June 30, 2023, and two options to extend for a Renewal Term of three years each that, if both were exercised, would expire June 30, 2029; and

WHEREAS, On July 1, 2023, the TJPA and LPC West Transit Management LLC entered into a new Asset Management Agreement (the “New AMA”). The New AMA had an Initial Term that was scheduled to expire June 30, 2026 and the option to extend for a Renewal Term that, if exercised, would expire June 30, 2029. On May 22, 2023, GSH entered into a service contract as a subcontractor pursuant to the New AMA for a term co-extensive with the term of the New AMA; and

WHEREAS, Effective December 23, 2024, the TJPA elected to exercise its right to terminate the New AMA with LPC West Transit Management LLC, without cause; and

WHEREAS, The TJPA, LPC West Transit Management LLC, and GSH entered an Assignment and Novation, allowing the TJPA to receive from GSH the services under the service contract under the same terms and conditions as the service contract, including the conditions and initial term under the New AMA through June 30, 2026; and

WHEREAS, On July 1, 2026, with the authority vested in the Executive Director pursuant to Board Policy No. 001 (Procurement Policy), the TJPA and GSH executed Amendment No. 01, which extended the contract duration by 10% to October 18, 2026; and

WHEREAS, Continuity of building engineering services is essential to TJPA’s Salesforce Transit Center and Park operations and staff recommend amending the service contract to extend the term of the service contract from October 18, 2026 to January 31, 2027, in the form presented; now, therefore, be it

RESOLVED, That the Board authorizes the Executive Director to execute a second amendment to the agreement for building engineering services with George S. Hall, Inc. in the form presented extending the current contract duration from October 18, 2026, through January 31, 2027 for compensation of up to \$1,015,000.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of October 8, 2026.

Secretary, Transbay Joint Powers Authority

Amendment No. 02
Short Form Contract Agreement for Building Engineering Services between
the Transbay Joint Powers Authority and
George S. Hall, Inc.

THIS Amendment No. 02 to the Short Form Contract Agreement for Building Engineering Services dated May 22, 2023 (the “Original Agreement”), as amended by that certain First Amendment to the Short Form Contract Agreement effective July 1, 2026 (the “First Amendment”), and the Assignment and Novation, dated December 20, 2024 (the Original Agreement, as amended, assigned and novated as specified herein, the “Service Contract”), is entered into effective as of the 8th day of October, 2026 in San Francisco, California, by and between the Transbay Joint Powers Authority (“TJPA”), and George S. Hall, Inc., a Delaware Corporation (“Contractor”).

Recitals

- A. The TJPA and LPC West Transit Management LLC entered into that certain Asset Management Agreement dated July 1, 2023 (the “AMA”). The AMA had an Initial Term that was scheduled to expire June 30, 2026 and the option to extend for a Renewal Term that, if exercised, would expire June 30, 2029. Contractor entered the Original Agreement with LPC West Transit Management LLC pursuant to the AMA for a three-year term commencing on July 1, 2023 and ending June 30, 2026.
- B. The TJPA elected to exercise its right to terminate the AMA with LPC West Transit Management LLC, without cause, effective on December 23, 2024.
- C. The TJPA, LPC West Transit Management LLC, and Contractor entered the Assignment and Novation, allowing the TJPA to receive from Contractor the services under the Service Contract under the same terms and conditions as the Service Contract, including the conditions and initial three-year term through June 30, 2026.
- D. On July 1, 2026, with the authority vested in the Executive Director per Board Policy No. 001 (Procurement Policy) for an up to 10% increase in the total amount and term of contract, the TJPA and Contractor executed Amendment No. 01, which extended the Service Contract to October 18, 2026, without changing the scope of the Service Contract or compensation provisions under the Service Contract.
- E. The TJPA and Contractor wish to amend the Service Contract to extend the term of the Service Contract to January 31, 2027, without changing the scope of the Service Contract or compensation provisions under the Service Contract, to maintain continuity of services while a new procurement process is completed.
- F. On October 8, 2026, the TJPA Board of Directors adopted Resolution No. _____ authorizing the TJPA’s Executive Director to execute Amendment No. 02 to the Service Contract.
- G. The TJPA and Contractor intend that this Amendment No. 02 to the Service Contract complies with the regulations of the United States Department of Transportation (“USDOT”).

Terms and Conditions

Now, therefore, the TJPA and Contractor agree to amend the following sections of the Service Contract in their entirety to read as follows (deletions shown in ~~strikeout~~, additions shown in *italics*):

I. Article XII Term of Agreement of the Service Contract is hereby modified as follows:

ARTICLE XII TERM OF AGREEMENT: The initial term of this Agreement shall commence on July 01, 2023 and end on ~~October 18, 2026~~ *January 31, 2027*. Contractor acknowledges that time is of the essence for this Agreement. The TJPA may terminate this Agreement immediately without prior notice if the grounds for such termination are the failure by the Contractor to perform the Services required under this Agreement or acts of intentional misconduct by the Contractor's employees or sub-contractors. This Agreement may also be amended (by adding or deleting properties) or terminated by the TJPA, without cause, and at no additional cost, upon thirty (30) days prior written notice/electronic correspondence to Contractor. This contract as stated is non-exclusive, on-call, as needed.

II. The Proposal, Exhibit C – Bid Pricing Form, is amended to add pricing for Year 4-A (July 1, 2026 – ~~October 18, 2026~~ *January 31, 2027*) as shown in the attached.

The Service Contract is amended only to the extent expressly provided herein; all other provisions of the Service Contract shall remain in full force and effect.

The individuals executing this Amendment No. 02 to the Service Contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this contract Amendment No. 02 as of the day first mentioned above.

**TRANSBAY JOINT POWERS
AUTHORITY**

**CONTRACTOR
GEORGE S. HALL, INC.**

Adam Van de Water
Executive Director

Signature

Printed Name and Title

Transbay Joint Powers Authority
Board of Directors
Resolution No. _____
Adopted: _____
Attest:

Secretary, TJPA Board

Approved as to Form by:

TJPA Legal Counsel

CBA RATES BY MONTH														
Positions	Avg. Hrly Rates	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027	4/1/2027	5/1/2027	6/1/2027	
Chief Engineer	\$ 116.59	\$ 112.02	\$ 112.02	\$ 117.50	\$ 117.50	\$ 117.50	\$ 117.50	\$ 117.50	\$ 117.50	\$ 117.50	\$ 117.50	\$ 117.50	\$ 117.50	
Assistant Chief	\$ 86.53	\$ 83.14	\$ 83.14	\$ 87.21	\$ 87.21	\$ 87.21	\$ 87.21	\$ 87.21	\$ 87.21	\$ 87.21	\$ 87.21	\$ 87.21	\$ 87.21	
Journeyman Day	\$ 75.91	\$ 72.93	\$ 72.93	\$ 76.50	\$ 76.50	\$ 76.50	\$ 76.50	\$ 76.50	\$ 76.50	\$ 76.50	\$ 76.50	\$ 76.50	\$ 76.50	
Journeyman Swing	\$ 78.24	\$ 74.43	\$ 74.43	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00	
Journeyman Grave	\$ 78.49	\$ 74.68	\$ 74.68	\$ 79.25	\$ 79.25	\$ 79.25	\$ 79.25	\$ 79.25	\$ 79.25	\$ 79.25	\$ 79.25	\$ 79.25	\$ 79.25	
Apprentice	\$ 60.12	\$ 54.70	\$ 54.70	\$ 57.38	\$ 57.38	\$ 61.20	\$ 61.20	\$ 61.20	\$ 61.20	\$ 61.20	\$ 61.20	\$ 65.03	\$ 65.03	
	HEALTH	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027	4/1/2027	5/1/2027	6/1/2027	
All Engineers	\$ 15.91	\$ 15.40	\$ 15.40	\$ 15.40	\$ 15.40	\$ 16.16	\$ 16.16	\$ 16.16	\$ 16.16	\$ 16.16	\$ 16.16	\$ 16.16	\$ 16.16	
	PENSION	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027	4/1/2027	5/1/2027	6/1/2027	
All Engineers	\$ 15.27	\$ 14.54	\$ 14.54	\$ 15.41	\$ 15.41	\$ 15.41	\$ 15.41	\$ 15.41	\$ 15.41	\$ 15.41	\$ 15.41	\$ 15.41	\$ 15.41	
	ANNUITY	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027	4/1/2027	5/1/2027	6/1/2027	
All Engineers	\$ 2.14	\$ 2.10	\$ 2.10	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	
	TRAINING FUND	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027	4/1/2027	5/1/2027	6/1/2027	
All Engineers	\$ 0.61	\$ 0.61	\$ 0.61	\$ 0.61	\$ 0.61	\$ 0.61	\$ 0.61	\$ 0.61	\$ 0.61	\$ 0.61	\$ 0.61	\$ 0.61	\$ 0.61	

Property/Portfolio

Salesforce Transit Center 7/1/2026 to 1/31/2027

Classification	Chief Engineer	Assistant Chief	Journeyman Day	Journeyman Day	Journeyman Day	Journeyman Day	Journeyman Swing	Journeyman Swing	Journeyman Grave	Journeyman Grave	Apprentice	TOTAL
Number of Engineers at Class	1	1	1	1	1	1	1	1	1	1	1	11
Average Monthly Hours	174	174	174	174	174	174	174	174	174	174	174	
ual Average Hourly Rate of Pay	\$ 116.59	\$ 86.53	\$ 75.91	\$ 75.91	\$ 75.91	\$ 75.91	\$ 78.24	\$ 78.24	\$ 78.49	\$ 78.49	\$ 60.12	
Labor Cost	\$ 20,286.08	\$ 15,056.51	\$ 13,207.47	\$ 13,207.47	\$ 13,207.47	\$ 13,207.47	\$ 13,613.47	\$ 13,613.47	\$ 13,656.97	\$ 13,656.97	\$ 10,460.59	
Total Monthly Labor Cost	\$ 20,286.08	\$ 15,056.51	\$ 13,207.47	\$ 13,207.47	\$ 13,207.47	\$ 13,207.47	\$ 13,613.47	\$ 13,613.47	\$ 13,656.97	\$ 13,656.97	\$ 10,460.59	\$ 153,173.94
Costs:												
Taxes and Insurance	\$ 3,830.01	\$ 2,842.67	\$ 2,493.57	\$ 2,493.57	\$ 2,493.57	\$ 2,493.57	\$ 2,570.22	\$ 2,570.22	\$ 2,578.44	\$ 2,578.44	\$ 1,974.96	\$ -
Health and Welfare	\$ 2,767.76	\$ 2,767.76	\$ 2,767.76	\$ 2,767.76	\$ 2,767.76	\$ 2,767.76	\$ 2,767.76	\$ 2,767.76	\$ 2,767.76	\$ 2,767.76	\$ 2,767.76	\$ 30,445.36
Pension	\$ 2,656.11	\$ 2,656.11	\$ 2,656.11	\$ 2,656.11	\$ 2,656.11	\$ 2,656.11	\$ 2,656.11	\$ 2,656.11	\$ 2,656.11	\$ 2,656.11	\$ 2,656.11	\$ 29,217.21
Annuity	\$ 372.65	\$ 372.65	\$ 372.65	\$ 372.65	\$ 372.65	\$ 372.65	\$ 372.65	\$ 372.65	\$ 372.65	\$ 372.65	\$ 372.65	\$ 4,100.60
Training Fund	\$ 106.14	\$ 93.96	\$ 93.96	\$ 106.14	\$ 106.14	\$ 106.14	\$ 106.14	\$ 106.14	\$ 106.14	\$ 106.14	\$ 106.14	\$ 1,143.18
Uniforms	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 1,078.00
IT	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 330.00
Cell Phone	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 990.00
Total Monthly Costs	\$ 9,950.67	\$ 8,951.15	\$ 8,602.05	\$ 8,614.23	\$ 8,614.23	\$ 8,614.23	\$ 8,690.88	\$ 8,690.88	\$ 8,699.10	\$ 8,699.10	\$ 8,097.07	\$ 96,223.59
TOTAL PAYROLL COSTS	\$ 30,236.75	\$ 24,007.66	\$ 21,809.52	\$ 21,821.70	\$ 21,821.70	\$ 21,821.70	\$ 22,304.35	\$ 22,304.35	\$ 22,356.07	\$ 22,356.07	\$ 18,557.66	\$ 249,397.53
SF City Tax												
1%	\$ 302.37	\$ 240.08	\$ 218.10	\$ 218.22	\$ 218.22	\$ 218.22	\$ 223.04	\$ 223.04	\$ 223.56	\$ 223.56	\$ 185.58	\$ 2,493.98
Overhead												
3.00%	\$ 907.10	\$ 720.23	\$ 654.29	\$ 654.65	\$ 654.65	\$ 654.65	\$ 669.13	\$ 669.13	\$ 670.68	\$ 670.68	\$ 556.73	\$ 7,481.93
Safety												
0.25%	\$ 75.59	\$ 60.02	\$ 54.52	\$ 54.55	\$ 54.55	\$ 54.55	\$ 55.76	\$ 55.76	\$ 55.89	\$ 55.89	\$ 46.39	\$ 623.49
Profit												
2.50%	\$ 755.92	\$ 600.19	\$ 545.24	\$ 545.54	\$ 545.54	\$ 545.54	\$ 557.61	\$ 557.61	\$ 558.90	\$ 558.90	\$ 463.94	\$ 6,234.94
MONTHLY TOTAL BID	\$ 32,277.73	\$ 25,628.18	\$ 23,281.66	\$ 23,294.67	\$ 23,294.67	\$ 23,294.67	\$ 23,809.90	\$ 23,809.90	\$ 23,865.10	\$ 23,865.10	\$ 19,810.30	\$ 266,231.86
ANNUAL COST	\$ 387,332.79	\$ 307,538.11	\$ 279,379.96	\$ 279,535.98	\$ 279,535.98	\$ 279,535.98	\$ 285,718.76	\$ 285,718.76	\$ 286,381.20	\$ 286,381.20	\$ 237,723.62	\$ 3,194,782.36

*Note: Monthly Total of \$266,231.86 excludes additional services such as OT/DT which require TIPA written authorization. Additional Monthly services shall be limited to \$23,768.14; total monthly services shall not exceed \$290,000.