

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Third Amendment**

THIS **THIRD AMENDMENT** (“Amendment”) is made as of September 10, 2026, in San Francisco, California, by and between Resource Design Interiors (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, add items, replace discontinued items, and update standard contractual clauses; and

WHEREAS, Contractor was competitively selected pursuant to an Invitation for Bids entitled OCA | TC96001A City Wide Furniture issued through Sourcing Event ID 0000004222 and this Amendment is consistent with the terms of the IFB and the awarded Contract; and

WHEREAS, this Amendment is authorized by Section 21.3(g)(2) of the San Francisco Administrative Code, which permits the purchase of replacement Commodities or Services when the contracted items are unavailable, obsolete, or discontinued, and

WHEREAS, this Amendment is authorized by Section 21.3(h) of the San Francisco Administrative Code, which permits the purchase of Commodities or Services that are substantially related to the original contract; and

WHEREAS, the original Agreement is consistent with an approval obtained on January 30, 2024 from the Civil Service Commission under PSC number DHRPSC0005122 (46300 – 23/24) which authorizes the award of multiple agreements, the total value of which cannot exceed \$2,500,000 and the individual duration of which cannot exceed six years and two months; and

WHEREAS, this Amendment is consistent with an approval obtained on May 18, 2026 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC0005122, which extended the individual duration to nine years and one month;

WHEREAS, this Amendment is consistent with an approval obtained from the City’s **Board of Supervisors** under [insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors.

Now, THEREFORE, the parties agree as follows:

## **Article 1 Preface**

The following definitions shall apply to this Amendment:

**1.1 Agreement.** The term “Agreement” shall mean the Agreement dated December 10, 2020 between Contractor and City, as amended by the:

Contract Modification 1, dated May 18, 2022, and

Contract Modification 2, dated October 25, 2024.

**1.2 Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**1.3 San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

**1.4 Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Labor and Employment Code Articles 141 and 142 were repealed. To the extent those legal obligations appear in this Agreement, they should be treated as nullified. The dollar value threshold for application of Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 was increased. If the Agreement is valued at less than \$230,000, Administrative Code Chapters 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, Administrative Code Chapter 12F and Labor and Employment Code Article 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Administrative Code Chapter 12L is not in effect. Any clause in the Agreement concerning an obligation referenced above that is not in effect shall be treated as nullified.

## **Article 2 Modifications of Scope to the Agreement**

The Agreement is hereby modified as follows:

**2.1** Section 36 Contract Term of the Agreement currently reads as follows, although Modification 1 extended the contract by three years to September 14, 2026:

**36. Contract Term.** The contract period shall be for approximately thirty-six (36) months through to an end date of the thirty-six (36) month period.

**Such section is hereby amended in its entirety to read as follows:**

**36. Contract Term.** The contract period shall be for approximately one hundred eight (108) months through to an end date of September 14, 2029.

**2.2** Contract Award cover page of the Agreement currently reads as follows:

Not -to-Exceed Amount \$9,000,000

**Such section is hereby amended in its entirety to read as follows:**

**Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix A-2, "Award Sheet." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **ten million six hundred thirty thousand dollars and no cents (\$10,630,000.00)**. The breakdown of charges associated with this Agreement appears in Appendix A-2, "Award Sheet." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix A-2. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

**2.3 Appendix A-2.** Appendix A-1 is hereby replaced in its entirety by Appendix A-2 attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A-1 in any place, the true meaning shall be Appendix A-2, which is a correct and updated version.

### **Article 3 Updates of Standard Terms to the Agreement**

The Agreement is hereby modified as follows:

**3.1 Reserved. (Article 1 Definitions).**

**3.2 Section 3.6 Prevailing Wages.** Section 3.6 Prevailing Wages is replaced in its entirety to read as follows:

#### **3.6 Payment of Prevailing Wages**

**3.6.1 Covered Services.** Services to be performed by Contractor under this Agreement will involve the performance of work covered by Articles 101 through 109 of the San Francisco Labor and Employment Code, as applicable, including without limitation the

California Labor Code provisions incorporated therein (collectively, "Covered Services"), all of which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

**3.6.2 Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the highest general Prevailing Rate of Wage to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City's Office of Labor Standards and Enforcement ("OLSE") and are on file at the Department's principal office or at the job site and shall be made available to any interested party on request.

**3.6.3 Subcontract Requirements.** Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors for such labor and services.

**3.6.4 Job Site Notices and Records.** Contractor shall prominently post at each job site a sign informing employees that the work is subject to City's Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.

**3.6.5 Payroll Records.** Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives.

**3.6.6 Certified Payrolls.** Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to City using OLSE's certified payroll reporting system. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor

and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to City.

**3.6.7 Compliance Monitoring.** Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks, and (ii) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(h), as amended from time to time, and San Francisco Labor and Employment Code Articles 101 through 109, as applicable.

**3.6.8 Remedies.** Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in the San Francisco Labor and Employment Code and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

**3.6.9 Reserved (Displaced Worker Protection Act).**

## **Article 4 Incorporation of Recitals**

**Incorporation of Recitals.** The matters recited in the Recitals section of this Amendment are a substantive portion of this Amendment and are hereby incorporated by reference herein and into the Agreement.

## **Article 5 Effective Date**

Each of the modifications set forth in this Amendment shall be effective on and after the date of this Amendment.

## **Article 6 Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

Recommended by:

\_\_\_\_\_  
**Andréa Clayton**  
**Procurement Manager**  
**Office of Contract Administration**

Date: \_\_\_\_\_

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_

**Elaine O'Neil**  
Deputy City Attorney

Date: \_\_\_\_\_

Approved:  
Sailaja Kurella  
Director of the Office of Contract  
Administration and City Purchaser

By: \_\_\_\_\_

**Sailaja Kurella**  
Authorized Signer

Date: \_\_\_\_\_

***Attached Appendix: A-2 Award Sheet***

**CONTRACTOR**

**Resource Design Interiors**

\_\_\_\_\_  
**Kalee Woo**  
**President/CEO**  
**350 Brannan Street, FL1**  
**San Francisco, CA 94107**

Date: \_\_\_\_\_

City Supplier Number: **0000012282**

**Appendix A-2**  
**Award Sheet**

<b>Item</b>	<b>Description</b>	<b>Volume</b>	<b>Original Pricing Discount</b> <i>Effective 9/15/2020 to 5/31/2022</i>	<b>Mod 1 Pricing Discount</b> <i>Effective 6/1/2022 to 10/31/2024</i>	<b>Mod 2 Pricing Discount</b> <i>Effective 11/1/2024 to 9/9/2026</i>	<b>Mod 3 Pricing Discount</b> <i>Effective 9/10/2026</i>
1	Knoll Office Seating + Herman Miller Seating (added per Mod 3)	\$ 1.00- \$ 500,000.00	63.5%	63.5%	63.5%	63.5%
2	Knoll Studio Seating	\$ 1.00- \$ 500,000.00	59%	59%	59%	59%
3	Knoll Rockwell Seating	\$ 1.00- \$ 500,000.00	60%	60%	60%	60%
4	All other Knoll Seating + Muuto (added per Mod 3)	\$ 1.00- \$ 500,000.00	50.5%	50.5%	50.5%	50.5%
5	Knoll System and Tone/Kstand Series	\$ 1.00- \$ 500,000.00	80.25%	80.25%	80.25%	80.25%
6	Knoll Calibre Series	\$ 1.00- \$ 500,000.00	65%	65%	65%	Discontinued
6	Knoll Extra Series + Herman Miller Monitor Arms (added per Mod 3)	\$ 1.00- \$ 500,000.00	65%	65%	65%	65%
7	Knoll Rockwell Series	\$ 1.00- \$ 500,000.00	60%	60%	60%	60%
8	Knoll Studio Series	\$ 1.00- \$ 500,000.00	59%	59%	59%	59%
9	<del>Knoll Toboggan Series</del>	\$ 1.00- \$ 500,000.00	63.5%	63.5%	63.5%	Discontinued
10	All other Knoll Ancillary Furniture	\$ 1.00- \$ 500,000.00	59%	59%	59%	59%

<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Original Pricing</b> <i>Effective 9/15/2020 to 5/31/2022</i>	<b>Mod 1 Pricing</b> <i>Effective 6/1/2022 to 10/31/2024</i>	<b>Mod 2 Pricing</b> <i>Effective 11/1/2024 to 9/9/2026</i>	<b>Mod 3 Pricing</b> <i>Effective 9/10/2026</i>
11	Delivery & Assembly Seating and Ancillary Furniture, regular hours	Hour	\$101.00	\$106.00	\$109.42	No Change
12	Delivery & Assembly Seating and Ancillary Furniture, night and weekends	Hour	\$135.00	\$141.00	\$145.55	No Change