

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

First Amendment

THIS **FIRST AMENDMENT** (“Amendment”) is made as of **July 1, 2026**, in San Francisco, California, by and between **Sigillo Supply Inc** (“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 increase the contract amount, and update standard contractual clauses; and

WHEREAS, Contractor was competitively selected pursuant to an Invitation for Bids entitled OCA | TC75001 Plumbing Supplies issued through Sourcing Event ID 0000009352 and this Amendment is consistent with the terms of the IFB and the awarded Contract; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because this Contract is primarily for Commodities and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

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 \$15,510,000 for the period commencing December 1, 2024 and ending November 30, 2031; 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 an elected officer of the City and 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 1, 2024 between Contractor and City.

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 **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. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition 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 2.1 of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on December 1, 2024 and expire on November 30, 2029, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on December 1, 2024 and expire on November 30, 2031, unless earlier terminated as otherwise provided herein.

2.2 **Options.** Section 2.2 “Options” of the Agreement currently reads as follows:

2.2 **Options.** The City has the option to renew the Agreement for a period of two (2) additional years, for a total contract term of seven (7) years. The City may extend this Agreement beyond the expiration date by exercising an option, mutually agreed upon by both parties, and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

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

2.2 **Reserved.**

2.3 **Calculation of Charges.** Section 3.3.1 “Calculation of Charges” of the Agreement currently reads as follows:

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City for Goods delivered in accordance with Appendix B, “Calculation of Charges.” Compensation shall be made for Goods identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily delivered. In no event shall the amount of this Agreement exceed three million two hundred thousand dollars (\$3,200,000). The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges under this Agreement.

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

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City for Goods delivered in accordance with Appendix B, "Calculation of Charges." Compensation shall be made for Goods identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily delivered. In no event shall the amount of this Agreement exceed fifteen million five hundred ten thousand dollars (\$15,510,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges under this Agreement.

Article 3 Reserved.

Article 4 Effective Date

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

Article 5 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:

Linda Repola
Procurement Manager
Office of Contract Administration

Date: _____

Approved as to Form:

David Chiu
City Attorney

By: _____

Gustin R. Guibert
Deputy City Attorney

Date: _____

Approved:

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

By: _____

Sailaja Kurella
Authorized Signer

Date: _____

CONTRACTOR

Sigillo Supply Inc

Gina Serrano
President
1623 Yosemite Avenue
San Francisco, CA 94124

Date: _____

City Supplier Number: 0000003096