

- Second
- Third
- Fourth
- Fifth

**Amendment to Professional Services Agreement for Data  
Management and  
Customer Call Center Services**

Consultant's Name: Calpine Energy Solutions, LLC ("Calpine")  
**(Standard Agreement AC No. 663225)**

This Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The City and Consultant amend the above-referenced agreement as set forth herein.

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1. Capitalized words in this Amendment have the same meaning as in the Agreement.
  2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
  3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
  4.  **Agreement Term:** Section 2 is amended to extend the expiration date from February 28, 2025 to May 29, 2025 (90 days).
  5.  **Maximum Total Compensation:** Subsection 10.1 is amended to  Increase  Decrease the Maximum Total Compensation from \$22,000,000 to \$23,200,000
  6.  **Agreement Section(s):** Section(s) \_\_\_\_\_ is/are amended to read as set forth in Attachment A of the Amendment.
  7.  **Scope of Basic Services – Exhibit A:** The  original  First Revised  Second Revised Exhibit A is amended to read as set forth in the attached  First  Second  Third Revised Exhibit A, which is incorporated by reference into this Amendment.
  8.  **Compensation – Exhibit B:** The  original  First Revised  Second Revised Exhibit B is amended to read as set forth in the attached  First  Second  Third Revised Exhibit B, which is incorporated by reference into this Amendment.
  9.  **Additional Services:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
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**This Amendment is executed by the authorized representatives of the City and Consultant as follows:**

**City of San José**

**Consultant**

By {{\_\_signer3}}

By {{\_\_signer1}}

Name: Sarah Zarate  
Title: Director, City Manager's Office

Name: Sean Fallmer  
Title: President

**Approval as to Form (City Attorney):**

**Form Approved by the Office of the City Attorney.**

(Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

**Approved as to Form:**

{{\_\_signer2}}

Name: William Charley  
Title: Sr. Deputy City Attorney