

**Sixth Amendment to
Standard City of San José Consultant Agreement
(Non-Capital Projects)**

Consultant's Name: Calpine Energy Solutions, LLC

**(Standard Agreement AC No. 29716
Records Database Contract No.: 663225)**

This Amendment is made and entered into on the date that it is fully executed by the Parties ("Contract Date").
The City and Consultant amend the above-referenced agreement as set forth herein.

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 _____ to _____.
 5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$23,200,000 to \$25,500,000.
 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 ☐ _____ Revised Exhibit A is amended to read as set forth in the attached _____ Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. ☐ **Compensation – Exhibit B:** The ☐ original ☐ _____ Revised Exhibit B is amended to read as set forth in the attached _____ 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.
 10. ☐ **Consultant's Name Change:** Effective [insert date], the Consultant changed its name from [insert Consultant's former name] to [insert Consultant's current name], and remains the same legal entity bound by the terms and conditions of the Agreement. All references in the Agreement to [insert Consultant's former name] shall be deemed references to [insert Consultant's current name].
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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

By

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

Date:
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:**

Name: William Charley
Title: Sr. Deputy City Attorney