

**Seventh 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.

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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 retroactively extend the expiration date from May 29, 2025 to August 31, 2025.
  5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$25,500,000 to \$26,550,000.
  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: June 5, 2025  
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