

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Consultant Operations Reporting

THIS THIRD AMENDMENT (“Amendment”) to the Professional Services Agreement for Consultant Operations Reporting is made as of JAN 6, 2023, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and WSP USA, Inc., a New York corporation authorized to do business in Florida formerly known as Golder Associates USA, Inc. a Georgia corporation authorized to do business in Florida (“CONSULTANT”).

WHEREAS, in March 2020, the CITY and CONSULTANT entered into a Professional Services Agreement for CONSULTANT to provide Consultant Operations Reporting to the CITY (“Agreement”); and

WHEREAS, the Agreement was for the term necessary to complete all services and provided that the term may be extended by written agreement of the parties for additional services; and

WHEREAS, on December 2, 2020, the CITY and CONSULTANT amended the Agreement to extend the term of the Agreement for an additional one (1) year; and

WHEREAS, on April 2021, the CONSULTANT changed its name from Golder Associates USA, Inc., to WSP USA, Inc., and requested that the CITY amends the Agreement with this change; and

WHEREAS, on March 9, 2022, the CITY and CONSULTANT amended the Agreement to extend the term of the Agreement for an additional one (1) year; and

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the term of the Agreement for an additional one (1) year and set forth certain terms and condition for the provision of additional services by the CONSULTANT to the CITY; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Consultant’s Services.** Section 2 of the Agreement, regarding the CONSULTANT’s services, is amended to add the additional services as outlined in the CONSULTANT’s proposal, which is attached hereto as **Exhibit “A”** and incorporated herein. The "Terms and Conditions" referenced by CONSULTANT in their proposals are not included as part of this Amendment and shall not be included in Exhibit "A". Services performed by

CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. CONSULTANT shall be entitled to reasonably rely on information provided by the CITY and the CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such.

3. **Term of Agreement.** Section 4 of the Agreement is amended to extend the term of the Agreement through October 31, 2023 unless earlier terminated as stated in the Agreement.

4. **Compensation.** The City agrees to compensate the CONSULTANT in accordance with the time and material fees set forth in **Exhibit "A" hereto; provided that, the maximum not to exceed fee amount for the services provided under this Amendment is \$12,900 (Twelve Thousand Nine Hundred Dollars).** The CITY shall not reimburse the CONSULTANT for any additional costs incurred as a direct or indirect result of the CONSULTANT providing the services as specified in the Agreement to the CITY. If the CITY needs any additional services from the CONSULTANT that are not specified in the Agreement, the CONSULTANT and CITY shall mutually agree in writing to such additional services and the cost for the same prior to such additional services being provided.

5. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement, Amendment 1, Amendment 2, and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement remain in full force and effect.

6. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment electronically and send the same via facsimile or email and such signature is as valid as the original signature of such party.

**REST OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Professional Services Agreement for Consulting Operations Reporting on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

WSP USA, INC.

By: _____ *[Signature]*

Print Name: BENNY SUI

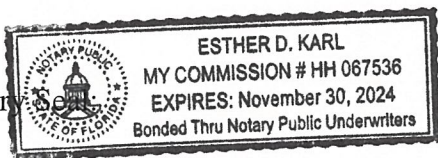
Title: VICE PRESIDENT OF WSP USA, INC.

[Corporate Seal]

STATE OF Florida)
COUNTY OF Alachua)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 6th day of January 2023, by _____, as the _____ [title] of **WSP USA, Inc.**, a New York corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Notary



Esther D. Karl
Notary Public Signature

EXHIBIT "A"
FOUR (4) CONSULTANT'S PROPOSALS
(Dated December 5, 2022)



December 5, 2022

Proposal No. 202228476

Mr. Brian F. King, Assistant Director, Power Generation

City of Lake Worth Beach
Tom G. Smith Power Plant
117 College Street
Lake Worth Beach, FL 33460

**PROPOSAL TO PREPARE AND SUBMIT THE 2022 ANNUAL OPERATING REPORT FOR THE
TOM G. SMITH POWER PLANT & LAKE WORTH WATER TREATMENT PLANT**

Dear Brian:

Golder Associates USA Inc. (Golder), member of WSP USA Inc. (WSP) is pleased to submit this proposal to City of Lake Worth Beach to prepare and submit the 2022 Annual Operating Report (AOR) for the Tom G. Smith Power Plant and Lake Worth Water Treatment Plant (combined Facility ID No. 0990045). By April 1 of each year, the AOR must be electronically submitted to the Florida Department of Environmental Protection (FDEP) [Rule 62-210.370(3), Florida Administrative Code (F.A.C.)]. The 2022 AOR is due by April 1, 2023.

The purpose of the AOR is to quantify actual air emissions in 2022. Golder will complete the AOR in the format required for agency submittal. An electronic copy of the draft AOR will be sent to the City of Lake Worth Beach for review and comments. After addressing any comments, Golder will submit the forms electronically to FDEP using the Electronic Annual Operating Report (EAOR) software. The electronic submittal will have to be electronically signed by the authorized representative.

Golder will need 2022 operating information such as continuous emission monitoring (CEM) data for Unit 3 (NOx) and latest stack test results for the combined-cycle unit (NOx). The annual emissions fees for 2022 from major sources of air pollution (Title V sources) are based on the actual amount of regulated air pollutants emitted. The Title V Annual Emissions Fees will be automatically calculated by the EAOR software based upon the 2022 actual emissions reported for each pollutant specifically regulated at the Title V facility. Upon completing the EAOR entries, Golder will print an invoice showing which of the reported emissions are subject to the fee and the total Title V Annual Emissions Fee that is due. This proposal does not include the fee, and the City of Lake Worth Beach will need to send the emissions fee to FDEP separately.

Golder is proposing a lump-sum budget of \$3,000 for the proposed work. The maximum cost will not be exceeded without prior authorization. The lump-sum budget will be invoiced after the submission of the AOR using the EAOR online tool. The work will be performed according to ~~Golder's Standard Terms and Conditions~~ and current Professional Fee Schedule (attached).

Golder will start preparation of the AOR immediately after the required information is received following acceptance of the proposal. Golder is proposing to complete the draft of the AOR by March 1, 2023 and expects that the required information will be provided by February 1, 2023. To authorize Golder to proceed with the above-referenced work, please sign the attached Proposal Acceptance Form and return a copy to our office. Also, please provide a purchase order as soon as possible.

Golder appreciates this opportunity to be of service to the City of Lake Worth Beach. If you have any questions regarding this proposal, please call us at (352) 336-5600.

Sincerely,

Golder Associates USA Inc.



Angelica Shever
Consultant, Environmental Engineer



Salahuddin K. Mohammad, P.E.
Senior Lead Consultant, Environmental Engineer

Attachments: Proposal Acceptance Form
Professional Fee Schedule
~~Golder's Standard Terms and Conditions~~

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**PROPOSAL ACCEPTANCE FORM - TERMS AND CONDITIONS
(EARTH AND ENVIRONMENT)**

PROPOSAL NUMBER: 202228476

RE: PROPOSAL TO PREPARE AND SUBMIT THE 2022 ANNUAL OPERATING REPORT
FOR THE TOM G. SMITH POWER PLANT & LAKE WORTH WATER TREATMENT PLANT

SUBMITTED this 5th day of December, 2022.

BY: Angelica Shever and Salahuddin K. Mohammad
for CONSULTANT, defined as: Golder Associates USA Inc.,

The Proposal dated December 5, 2022, attached hereto and Golder Associates USA Inc.
Terms and Conditions (dated 03/01/2022), comprise the entire agreement between
Golder Associates USA Inc. and Client.

ACCEPTED this _____ day of _____, 20____.

BY: _____
(Authorized Representative's Signature on Behalf of **Client**)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____

FOR: Client Name and Address (Print or Type) _____

City of Lake Worth Beach

Tom G. Smith Power Plant 117 College Street Lake Worth Beach, FL 33460

Phone: _____ Fax: _____ E-mail: _____

Please address invoices to:	Please address deliverables and notices to:
ATTN:	ATTN:

BY: _____
(Authorized Representative's Signature on Behalf of Golder Associates USA Inc.)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____



**Professional Rate Schedule
for WSP Earth & Environment
US Southeast Region
Effective January 1, 2023**

WSP SOUTHEAST 2023 LABOR RATE SCHEDULE

Billing Level	Personnel Category	Hourly Rate (U.S.)
A-06	Office Coordinator	\$84
A-07	Project Coordinator	\$104
A-08	Senior Office Coordinator	\$121
A-09	Sr. Administrative Specialist	\$145
T-05	Coordinator, Inspector	\$75
T-06	Coordinator, Technician	\$89
T-07	Senior Coordinator, Technician	\$105
T-08	Specialist, Technician	\$125
T-09	Senior Technician	\$145
T-10	Lead Technician	\$160
LD-6	Coordinator, Technical Engineering Support	\$95
LD-7	Senior Coordinator, Technical Engineering Support	\$115
LD-8	Specialist, Technical Engineering Support	\$130
LD-9	Sr. Technical Engineering Support Specialist	\$145
LD-10	Lead Design Technical Engineering Support Specialist	\$160
P-7	Assistant Consultant, Engineer/Scientist	\$100
P-8	Associate Consultant, Engineer/Scientist	\$115
P-9	Consultant, Engineer/Scientist	\$135
P-10	Senior Consultant, Engineer/Scientist	\$150
X-11	Lead Consultant, Engineer/Scientist	\$180
X-12	Sr. Lead Consultant, Engineer/Scientist	\$215
X-13	Director, Engineer/Scientist	\$258
X-14/15	Senior Director, Engineer/Scientist	\$280

Invoices from WSP Earth & Environment include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Unless otherwise specified, other direct costs, including materials, expenses will be invoiced at cost plus a general and administrative fee of 15%, and subcontractor costs will be invoiced at cost plus a general administrative fee of 10%.

Final document and drawings printing and copying will be billed at the following rates:

SERVICE	RATE
Photocopies	\$0.10/page
Plotter	\$0.55/sq.ft.

Rates for laboratory services and use of equipment owned by WSP will be provided upon request.



December 5, 2022

Proposal No. 202228500

Mr. Brian F. King, Assistant Director, Power Generation

City of Lake Worth Beach
Tom G. Smith Power Plant
117 College Street
Lake Worth Beach, FL 33460

PROPOSAL TO PREPARE 2022 FORMS EIA-860 AND EIA-923 FOR THE TOM G. SMITH POWER PLANT

Dear Brian:

Golder Associates USA Inc. (Golder), member of WSP USA Inc. (WSP) is pleased to submit this proposal to City of Lake Worth Beach to prepare and submit the 2022 Forms EIA-860 and EIA-923 for the Tom G. Smith Power Plant and Lake Worth Water Treatment Plant (combined Facility ID No. 0990045). The forms are required to be submitted to the U.S. Energy Information Administration (EIA) annually. The due date for form EIA-860 is February 28, or 60 calendar days after the form opens for data entry and that for Form EIA-923 is approximately 45 calendar days after the form opens for data entry. The exact due dates for the forms are not known until early 2023.

Golder will need information on the amount of fuel burned in each emission unit and the amount of electricity generation (both gross and net generation) by each unit on a monthly basis. Golder requests that the 2022 information be provided in the same format as the previous years. Golder will reach out to the City of Lake Worth Beach to seek any clarifications needed for the supplied data. The forms will be electronically completed in EIA's online portal. The online system generates "error" messages if the data provided don't fit the validation criteria set by EIA. Golder will resolve the error messages with help from the City. Golder will also respond to any follow up questions or comments sent by EIA following the submittal.

Golder is proposing a lump-sum budget of \$3,000 for the proposed work. The maximum cost will not be exceeded without prior authorization. The lump-sum budget will be invoiced after the EIA forms are submitted online. The work will be performed according to ~~Golder's Standard Terms and Conditions~~ and current Professional Fee Schedule (attached).

Golder is prepared to begin work immediately after receiving the required information following acceptance of the proposal. To authorize Golder to proceed with the above-referenced work, please sign the attached Proposal Acceptance Form and return a copy electronically. Also, please provide a purchase order as soon as possible.

Golder appreciates this opportunity to be of service to the City of Lake Worth Beach. If you have any questions regarding this proposal, please call us at (352) 336-5600.

Sincerely,

Golder Associates USA Inc.



Angelica Shever
Consultant, Environmental Engineer



Salahuddin K. Mohammad, P.E.
Senior Lead Consultant, Environmental Engineer

Attachments: Proposal Acceptance Form
Professional Fee Schedule
~~Golder's Standard Terms and Conditions~~

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**PROPOSAL ACCEPTANCE FORM - TERMS AND CONDITIONS
(EARTH AND ENVIRONMENT)**

PROPOSAL NUMBER: 202228500

RE: PROPOSAL TO PREPARE 2022 FORMS EIA-860 AND EIA-923 FOR THE TOM G. SMITH POWER PLANT

SUBMITTED this 5th day of December, 2022.

BY: Angelica Shever and Salahuddin K. Mohammad
for CONSULTANT, defined as: Golder Associates USA Inc.,

The Proposal dated December 5, 2022, attached hereto and Golder Associates USA Inc.
Terms and Conditions (dated 03/01/2022), comprise the entire agreement between
Golder Associates USA Inc. and Client.

ACCEPTED this _____ day of _____, 20____.

BY: _____
(Authorized Representative's Signature on Behalf of **Client**)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____

FOR: Client Name and Address (Print or Type) _____

City of Lake Worth Beach

Tom G. Smith Power Plant 117 College Street Lake Worth Beach, FL 33460

Phone: _____ Fax: _____ E-mail: _____

Please address invoices to:	Please address deliverables and notices to:
ATTN:	ATTN:

BY: _____
(Authorized Representative's Signature on Behalf of Golder Associates USA Inc.)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____



**Professional Rate Schedule
for WSP Earth & Environment
US Southeast Region
Effective January 1, 2023**

WSP SOUTHEAST 2023 LABOR RATE SCHEDULE

Billing Level	Personnel Category	Hourly Rate (U.S.)
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A-09	Sr. Administrative Specialist	\$145
T-05	Coordinator, Inspector	\$75
T-06	Coordinator, Technician	\$89
T-07	Senior Coordinator, Technician	\$105
T-08	Specialist, Technician	\$125
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X-12	Sr. Lead Consultant, Engineer/Scientist	\$215
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X-14/15	Senior Director, Engineer/Scientist	\$280

Invoices from WSP Earth & Environment include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Unless otherwise specified, other direct costs, including materials, expenses will be invoiced at cost plus a general and administrative fee of 15%, and subcontractor costs will be invoiced at cost plus a general administrative fee of 10%.

Final document and drawings printing and copying will be billed at the following rates:

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Plotter	\$0.55/sq.ft.

Rates for laboratory services and use of equipment owned by WSP will be provided upon request.



December 5, 2022

Proposal No. 202228477

Mr. Brian F. King, Assistant Director, Power Generation

City of Lake Worth Beach
Tom G. Smith Power Plant
117 College Street
Lake Worth Beach, FL 33460

PROPOSAL TO PROVIDE ASSISTANCE WITH THE 2022 GREENHOUSE GAS REPORTING REQUIREMENTS FOR THE TOM G. SMITH POWER PLANT

Dear Brian:

Golder Associates USA Inc. (Golder), member of WSP USA Inc. (WSP) is pleased to submit this proposal to City of Lake Worth Beach to provide professional environmental consulting services associated with the 2022 greenhouse gas (GHG) reporting requirements for the Tom G. Smith Power Plant. The 2022 GHG report is due to the U.S. Environmental Protection Agency (EPA) by March 31, 2023.

Golder submitted the 2021 GHG report using EPA's electronic greenhouse gas reporting tool (e-GGRT) and has several nominated agents to enter the data for 2022.

In order to complete this task, Golder will need the following:

- Carbon dioxide continuous emissions monitor (CO₂ CEM) data for 2022 in tons CO₂
- Monthly fuel burning amounts for each emission unit
- Monthly average fuel heating values for each natural gas and fuel oil

Based on the information provided, Golder will calculate the GHG emissions for 2022. Golder is assuming that the required information will be provided by February 14, 2023 so that a draft of the emissions calculation tables can be sent to the City of Lake Worth for review and comments by February 28, 2023. This should provide the City of Lake Worth sufficient time to review and provide any comments. Golder will finalize the tables within 1 week of receiving comments on the draft GHG emissions calculation. The GHG information will be entered into e-GGRT by the reporting deadline of March 31, 2023.

Golder is proposing a lump-sum budget of \$3,000 to calculate and submit the GHG Report for 2022. City of Lake Worth Beach will be invoiced the lump-sum amount after the draft emissions tables are sent for review. The work will be performed according to ~~Golder's Standard Terms and Conditions~~ and current Professional Fee Schedule (attached). To accept this proposal, please sign and return a copy of the attached Proposal Acceptance Form or provide a purchase order number.

Golder appreciates this opportunity to be of service to the City of Lake Worth Beach. If you have any questions regarding this proposal, please call us at (352) 336-5600.

Sincerely,

Golder Associates USA Inc.



Angelica Shever
Consultant, Environmental Engineer



Salahuddin K. Mohammad, P.E.
Senior Lead Consultant, Environmental Engineer

Attachments: Proposal Acceptance Form
Professional Fee Schedule
~~Golder's Standard Terms and Conditions~~

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**PROPOSAL ACCEPTANCE FORM - TERMS AND CONDITIONS
(EARTH AND ENVIRONMENT)**

PROPOSAL NUMBER: 202228477

RE: PROPOSAL TO PROVIDE ASSISTANCE WITH THE 2022 GREENHOUSE GAS REPORTING
REQUIREMENTS FOR THE TOM G. SMITH POWER PLANT

SUBMITTED this 5th day of December, 2022.

BY: Angelica Shever and Salahuddin K. Mohammad
for CONSULTANT, defined as: Golder Associates USA Inc.,

The Proposal dated December 5, 2022, attached hereto and Golder Associates USA Inc.
Terms and Conditions (dated 03/01/2022), comprise the entire agreement between
Golder Associates USA Inc. and Client.

ACCEPTED this _____ day of _____, 20____.

BY: _____
(Authorized Representative's Signature on Behalf of **Client**)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____

FOR: Client Name and Address (Print or Type) _____

City of Lake Worth Beach

Tom G. Smith Power Plant 117 College Street Lake Worth Beach, FL 33460

Phone: _____ Fax: _____ E-mail: _____

Please address invoices to:	Please address deliverables and notices to:
ATTN: _____	ATTN: _____

BY: _____
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NAME: (Print or Type) _____

TITLE: (Print or Type) _____



**Professional Rate Schedule
for WSP Earth & Environment
US Southeast Region
Effective January 1, 2023**

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Plotter	\$0.55/sq.ft.

Rates for laboratory services and use of equipment owned by WSP will be provided upon request.

December 5, 2022

Proposal No. 202228501

Mr. Brian F. King, Assistant Director, Power Generation

City of Lake Worth Beach
Tom G. Smith Power Plant
117 College Street
Lake Worth Beach, FL 33460

**PREPARATION AND SUBMITTAL OF THE 2022 SARA TITLE III TRI REPORT FOR THE
TOM G. SMITH POWER PLANT**

Dear Brian:

Golder Associates USA Inc. (Golder), member of WSP USA Inc. (WSP) is pleased to submit this proposal to the City of Lake Worth Beach for Superfund Amendments and Reauthorization Act (SARA) Title III, Section 313 Toxic Release Inventory (TRI) reporting services for Reporting Year (RY) 2022. As discussed further below, Golder will evaluate activity levels, estimate releases, record these releases, as appropriate, using U.S. Environmental Protection Agency (EPA) Toxics Release Inventory – Made Easy Web (TRI-MEweb) and prepare documentation for the Tom G. Smith Power Plant/Water Treatment Plant facility (Lake Worth facility).

Proposed Scope of Work

Golder proposes to perform the following scope of work:

Estimate Releases of Section 313 TRI Chemicals

Golder has identified Section 313 chemicals that are usually manufactured, processed, or otherwise used, as defined in Section 313, at the Lake Worth facility through past TRI reporting efforts. To collect the required information for RY 2022, Golder will provide a data request list to facility personnel, which they should complete and return to Golder. A site visit is not included in the scope of work.

Following receipt of the requested information, Golder will estimate the amounts of Section 313 chemicals associated with the three defined activities and will compare these amounts to the applicable thresholds. For each chemical that is found to exceed an activity threshold, Golder will estimate the amount released to all media, including air emissions, wastewater discharges, landfill disposal, and off-site recycling. The calculations will be performed following EPA guidance or other approved methods, including the use of site-specific analysis for fuels or monitoring data collected by the City of Lake Worth Beach as per other permit requirements.

TRI Report Submittal

Golder will prepare the required TRI Form R or Form A reports using the EPA's TRI-MEweb online program, as applicable. A draft of these submissions will be given to the City of Lake Worth Beach for review, and changes

will be made per the comments, as appropriate. Golder will electronically file the final data with the EPA and prepare the final submission package for the City of Lake Worth Beach to submit to the State Emergency Response Commission (SERC) prior to the submittal deadline of July 1, 2023.

Golder will prepare a draft documentation report describing the steps taken to estimate Section 313 TRI chemical releases and including spreadsheet documentation of the threshold determinations and release estimations for the facility. This report will be submitted, along with the draft TRI submittal forms, if applicable, for review by the City of Lake Worth Beach. Golder will incorporate the comments, as appropriate, into the final documentation report, electronic Form R/A submission, and TRI SERC submittal forms.

Fee and Schedule

Golder proposes to provide the City of Lake Worth Beach with the services described above for the lump-sum budget of \$3,900, in accordance with ~~Golder's Standard Terms and Conditions~~ and current Professional Fee Schedule (attached). The maximum cost will not be exceeded without prior authorization. The lump-sum budget will be invoiced after the submission of the final documentation report. The estimated fee for performing the scope of work is based on Golder's previous years' assessment of facility activities and potential reportable chemicals for the Lake Worth facility.

The proposed work is to be completed before the EPA submittal deadline of July 1, 2023 for RY 2022. Upon written notification of project award, Golder will contact the City of Lake Worth Beach to start collecting the information needed. An electronic draft report will be provided to the City of Lake Worth Beach for review by June 1, 2023. The final documentation report and submission package will be provided within one week of receiving final comments on the submitted draft.

Proposal Acceptance

To authorize Golder to proceed with the above-referenced work, please sign and return a copy of the attached Proposal Acceptance Form or issue a purchase order referencing this proposal and forward a copy via e-mail. The work will be performed according to ~~Golder's Standard Terms and Conditions~~ (attached).

Golder appreciates this opportunity to be of service to the City of Lake Worth Beach. If you have any questions regarding this proposal, please call us at (352) 336-5600.

Sincerely,

Golder Associates USA Inc.



Angelica Shever
Consultant, Environmental Engineer



Salahuddin K. Mohammad, P.E.
Senior Lead Consultant, Environmental Engineer

Attachments: Proposal Acceptance Form
Professional Fee Schedule
~~Golder's Standard Terms and Conditions~~

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**PROPOSAL ACCEPTANCE FORM - TERMS AND CONDITIONS
(EARTH AND ENVIRONMENT)**

PROPOSAL NUMBER: 202228501

RE: PREPARATION AND SUBMITTAL OF THE 2022 SARA TITLE III TRI REPORT FOR THE
TOM G. SMITH POWER PLANT

SUBMITTED this 5th day of December, 2022.

BY: Angelica Shever and Salahuddin K. Mohammad
for CONSULTANT, defined as: Golder Associates USA Inc.,

The Proposal dated December 5, 2022, attached hereto and Golder Associates USA Inc.
Terms and Conditions (dated 03/01/2022), comprise the entire agreement between
Golder Associates USA Inc. and Client.

ACCEPTED this _____ day of _____, 20____.

BY: _____
(Authorized Representative's Signature on Behalf of **Client**)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____

FOR: Client Name and Address (Print or Type) _____

City of Lake Worth Beach

Tom G. Smith Power Plant 117 College Street Lake Worth Beach, FL 33460

Phone: _____ Fax: _____ E-mail: _____

Please address invoices to:	Please address deliverables and notices to:
ATTN:	ATTN:

BY: _____
(Authorized Representative's Signature on Behalf of Golder Associates USA Inc.)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____



**Professional Rate Schedule
for WSP Earth & Environment
US Southeast Region
Effective January 1, 2023**

WSP SOUTHEAST 2023 LABOR RATE SCHEDULE

Billing Level	Personnel Category	Hourly Rate (U.S.)
A-06	Office Coordinator	\$84
A-07	Project Coordinator	\$104
A-08	Senior Office Coordinator	\$121
A-09	Sr. Administrative Specialist	\$145
T-05	Coordinator, Inspector	\$75
T-06	Coordinator, Technician	\$89
T-07	Senior Coordinator, Technician	\$105
T-08	Specialist, Technician	\$125
T-09	Senior Technician	\$145
T-10	Lead Technician	\$160
LD-6	Coordinator, Technical Engineering Support	\$95
LD-7	Senior Coordinator, Technical Engineering Support	\$115
LD-8	Specialist, Technical Engineering Support	\$130
LD-9	Sr. Technical Engineering Support Specialist	\$145
LD-10	Lead Design Technical Engineering Support Specialist	\$160
P-7	Assistant Consultant, Engineer/Scientist	\$100
P-8	Associate Consultant, Engineer/Scientist	\$115
P-9	Consultant, Engineer/Scientist	\$135
P-10	Senior Consultant, Engineer/Scientist	\$150
X-11	Lead Consultant, Engineer/Scientist	\$180
X-12	Sr. Lead Consultant, Engineer/Scientist	\$215
X-13	Director, Engineer/Scientist	\$258
X-14/15	Senior Director, Engineer/Scientist	\$280

Invoices from WSP Earth & Environment include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Unless otherwise specified, other direct costs, including materials, expenses will be invoiced at cost plus a general and administrative fee of 15%, and subcontractor costs will be invoiced at cost plus a general administrative fee of 10%.

Final document and drawings printing and copying will be billed at the following rates:

SERVICE	RATE
Photocopies	\$0.10/page
Plotter	\$0.55/sq.ft.

Rates for laboratory services and use of equipment owned by WSP will be provided upon request.