FILED SEP 22, 2014 DOCUMENT NO. 05322-14 FPSC - COMMISSION CLERK

FLORIDA UTILITY SERVICES 1, LLC 1902 BARTON PARK RD #201 AUBURNDALE, FL. 33823 863-904-5574

9/17/14

Commission Clerk Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL. 32399

RE: Docket # 140106-SU: Limited proceeding for West Lakeland Wastewater, Inc. in Polk County.

Dear Commission Clerk:

Enclosed please find copies of additional items requested by commission staff for this docket.

On behalf of the utility,

Mike Smallridge

Court Ordered Receiver.

14 SEP 22 AM 9: 19

CENTER STATE BANK N.A. 63-1381/631

WEST LAKELAND WASTEWATER, LLC 1902 BARTON PARK RD. # 201 AUBURNDALE, FL 33823

6/23/2014

PAYTO THE ORDER OF

Florida Dept of Environmental Protection

**1.000.00

DOLLARS I

Florida Dept of Environmental Protection

MEMO

WWTF Permit Renewal



WEST LAKELAND WASTEWATER, LLC

2680

Florida Dept of Environmental Protection

Date

Type Reference 6/23/2014 Bill 05122014

Original Amt. 1,000.00 Balance Due 1,000.00

6/23/2014 Discount

1,000.00 1.000.00

Check Amount

Payment

Checking CenterState WWTF Permit Renewal

1,000.00

WEST LAKELAND WASTEWATER, LLC

2680

Florida Dept of Environmental Protection

Date 6/23/2014 Bill 05122014

Type Reference

Original Amt. 1,000.00 Balance Due 1,000.00 6/23/2014

Payment Discount 1,000.00

Check Amount

1,000.00

CENTER STATE BANK N.A. 63-1381/631

WEST LAKELAND WASTEWATER, LLC 1902 BARTON PARK RD. # 201 AUBURNDALE, FL 33823

6/23/2014

PAYTO THE ORDER OF

Excel Engineering

**800.00

DOLLARS [

MEMO

WWTF Permit Renewal

112 OO 5 PB F 112



WEST LAKELAND WASTEWATER, LLC

800.00

Excel Engineering

Type Reference Date 6/23/2014 Bill 05122014

Original Amt. Balance Due 800.00

6/23/2014 Discount

Check Amount

Payment 800.00 800.00

2681

Checking CenterState WWTF Permit Renewal

800.00

WEST LAKELAND WASTEWATER, LLC

2681

Excel Engineering

Date Type Reference 05122014 6/23/2014 Bill

Original Amt. 800.00 Balance Due 800.00

6/23/2014

Discount Payment

Check Amount

800.00 800.00 WEST LAKELAND WASTEWATER, LLC

2680

Florida Dept of Environmental Protection

Date 6/23/2014

Type Reference Bill 05122014 Original Amt. 1,000.00 Balance Due 1,000.00 6/23/2014 Discount

Payment 1,000.00

Check Amount

1,000.00

Checking CenterState WWTF Permit Renewal

1,000.00

LMP100

M/P CHECK

WEST LAKELAND WASTEWATER, LLC

2681

Excel Engineering

Date 6/23/2014 Type Reference Bill 05122014 Original Amt. 800.00 Balance Due

6/23/2014 Discount

800.00 800.00

Check Amount

Checking CenterState WWTF Permit Renewal

2696

Bill 05122014

Excel Engineering

Date Type Reference

7/17/2014

Original Amt. 800.00 Balance Due 800.00 7/21/2014 Discount

Payment 800.00 800.00

Check Amount

Checking CenterState

800.00

LMP100

M/P CHECK

WEST LAKELAND WASTEWATER, LLC

2709

Excel Engineering

Date Type Reference 8/20/2014 Bill 08122014 Original Amt. 700.00 Balance Due 700.00

8/20/2014 Discount Check Amount

Payment 700.00 700.00

#2,300°°

Checking CenterState Permit Renewal Work

700.00



Water and Wastewater Consultants

122 Wilshire Boulevard Casselberry, FI 32707 Telephone: (407) 260-2292 www.Excelengineers.com

May 14, 2014

Mr. Mike Smallridge West Lakeland Wastewater, Inc. 15827 Cedar Elm Terrace Land O' Lakes, FL 34638

Via E-mail: utilityconsultant@yahoo.com

Subject:

Villages of Lakeland WWTF, Lakeland, Polk County, Florida

WWTF Permit Renewal

Dear Mike:

We understand that the Villages of Lakeland wastewater treatment facility is a 70,000-gpd extended aeration with effluent disposal to two percolation ponds in Polk County with permit no. FLA013009. The permit expires on or about January 10, 2015 and a complete permit application package needs to be submitted to the FDEP at least 180 days prior to expiration date (on or about July, 2014). It takes approximately 8 to 12 weeks to complete the permit application package including execution of the permit application by the Owner and the Operator. In order to complete this assignment, we propose to provide you with the following scope of services:

1. One (1) site visit to observe WWTF.

2. Prepare an Updated Capacity Analysis Report.

3. Prepare an Operations and Maintenance Performance Report.

Prepare the Permit Applications.

Submit the Permit Application packages to the FDEP.

You will provide us with copies of the following: current residuals hauling and/or disposal contract(s), meter calibration(s), backflow preventer certification(s), existing Operation and Maintenance Manual, latest FDEP inspection report and any other water quality records from the past three (3) years. You will also pay for all permit fees. The Permit application fee will be \$1,000.00 payable to FDEP.

We will provide this scope of services for a lump sum fee of \$2,300.00, plus mail and delivery. You will pay us \$800.00 with signing the agreement, then another \$800.00 within 30 days after submittal of the permit application package and the remaining \$700.00 will be due 60 days after submittal of the permit application package. The scope of work does not include design services for correcting deficiencies; responding to requests for additional information, permit file reviews or meetings with the agencies to resolve outstanding issues. This proposal with the General Terms and Conditions is the total understanding between you and us and may only be modified in writing.

We appreciate the opportunity of working with you on this project and hope that you will consider Excel Engineering Consultants, LLC as an integral part of you land development team. We look forward to helping you create a quality project. Approved and accepted this 12 day of May

Sincerely,

Principal

Julian R. Coto, P.E.

Excel Engineering Consultants, LLC

Villages of Lakeland WWTF, Lakeland, Polk County, Florida WWTF Permit Renewal

Michael Smallridge

Enclosures: General Terms & Conditions



GENERAL TERMS AND CONDITIONS

The following terms and conditions are an integral part of the Agreement being signed and should be thoroughly understood by both parties. The purchaser of services to be rendered in hereinafter called "client" and the supplier of the services Excel Engineering Consultants, LLC is hereafter called "Consultant".

1. ABSENCE OF WARRANTY

All services of Consultant and subconsultants will be performed in a reasonable and prudent manner in accordance with generally accepted engineering practice. All estimates, recommendations, opinions and decisions of Consultant will be on the basis of the information available to Consultants and the engineer's experience, technical qualifications, and professional judgment. There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, expressed or implied, with respect to any service performed under this Agreement.

2. FEE PROPOSAL

Fee proposals are developed for a specific scope of services as defined in the scope of services of said proposal. A fee proposal will be valid for a period of 30 days from the proposal date. If not executed by the Client within that 30-day period it will become null and void unless Consultant agrees otherwise. Contract rates and charges are reviewed and modified every six (6) months. Therefore, scope of services that extend beyond a six (6) month period shall be subject to increases based on current rates or charges.

3. INVOICES

Invoices will be prepared and mailed periodically (usually on a monthly basis) by Consultant to Client for professional services rendered, and are due and payable upon receipt by the Client. Client shall make prompt payments in response to these invoices. If Client fails to make any payments due for services and expenses rendered within thirty (30) days from the date of the invoice, (pay period), Consultant may, after serving seven (7) days written notice to Client, suspend services under this Agreement until paid in full all amounts due for services and expenses rendered. An interest rate charge of 1% per month, or portion thereof, shall be charged to the balance of all unpaid invoices after the pay period. Consultant shall not be liable for any actual or consequential damages for its failure to provide professional services nor any other damages that are caused by circumstances beyond its control or by the termination of services due to Client's failure to pay in a timely manner. In addition to all other amounts that may be due herein, Consultant shall be entitled to all costs of collection due, including reasonable attorney's fees and court cost.

4. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Consultant estimate to perform the services required to complete the Project, as we understand it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning stage, and may require modifications to the original scope of services as dictated by facts developed during the initial stages. Consultant will inform the Client of such situations so that negotiation of change in scope, time of performance, and fee can be accomplished as required. Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information or force majeure, acts of God, etc.

OPINIONS OF COST (Cost Estimates)

Since Consultant has no control over the costs of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, our opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of our experience and qualifications and represent our best judgment as experienced and qualified professional engineers, familiar with the construction industry; but Consultant cannot and does not guarantee that proposals, bids, actual Project or Construction Costs will not vary from estimates and/or opinions of probable cost prepared by Consultant. If prior to the Bidding or Negotiating Phase, Client wishes greater assurance as to Project or Construction Costs. Client shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

CONSTRUCTION ADMINISTRATION LIMITS

Consultant may provide construction Administration Services to Client. It is understood that this service includes the periodic observations of the contractor's work by Consultant's engineers. Site observations are performed to determine if the construction is generally proceeding in conformance to the contract document. The Engineer does not and sall not act as a construction manager to direct and supervise the work being performed, which is the responsibility of the Client/Owner or its appointed construction errors that are the responsibility of the Client/Owner or its appointed construction managers.

PAYMENT

Where the method of contract payment is based on a cost reimbursement basis (i.e. hourly rates, time and material, direct personnel expenses, or per diem) or on a lump sum basis, the following provisions shall apply.

- a. Expenses properly chargeable for the services that are reimbursable at cost shall include: professional and technical subconsultants, travel, identifiable communication, shipping, printing and reproduction costs, computer time and specifically purchased supplies. A thirty percent (30%) handling and administrative charge will be added to professional and technical subconsultants. A twenty percent (20%) handling and administrative charge will be added all other items, which are purchased from outside sources.
- b. Invoices for effort on a cost reimbursement basis will be submitted showing labor hours worked and total expenses, but not actual documentation. If requested by Client, documentation will be provided at the cost of providing such documentation, including labor and copying cost.

RETAINERS

Retainers offer consultant a security deposit for services rendered and is not to be construed as a partial payment of the agreed upon fees and charges. Consultant will hold the retainer until the scope of services is completed and may be applied to the final invoice at consultant's discretion. The retainer or portion there of will be returned to client at the completion of the work. In the case of unpaid delinquent invoices extending beyond 30 days from the due date, the retainer will be used to cover the unpaid balances, demand letters and notices. In the case of delinquent invoices Client will forfeit unused portions of the retainer as liquidated damages. Work will not be initiated until retainer amount is replenished. Retainers are non-refundable, if a project is cancelled or stopped by a client for any reason.

9. SUCCESSORS

Client and Consultant each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representative of such other party, in respect to all covenants, agreements and obligations of this Agreement.

ASSIGNABILITY

Client may not assign agreement to another party without prior written consent of Consultant. Consultant at its discretion may stop work and demand payment for services rendered to date from Client if Client has assigned agreement to others without consent. Consultant will have no obligation to the party that Client assigned agreement and Consultant may stop work on the project without further notice and apply retainer to unpaid balances. Client will forfeit remainder of retainer as liquidated damages.

initial:	<u> </u>	Date:
Initial:	M	Date: 5/1414

11. LIMITATION ON CONSULTANTS

Nothing contained in this Agreement shall prevent Consultant from employing such independent consultants, associates and subcontractors as Consultant may deem appropriate to assist in the performance of services herein.

12. RIGHTS OF OTHERS

Nothing herein shall be constructed to give any rights or benefits hereunder to anyone other than Client and Consultant.

13. TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, Consultant may, after giving seven (7) days written notice to Client, suspend services under this Agreement for non payment of invoices (as covered elsewhere in this Addendum) or for failure by Client to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase.

14. DRAWINGS AND SPECIFICATIONS

All documents including Reports, Drawings and Specifications prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project (collectively referred to as the "Work") and Consultant's intellectual property and are wholly owned by Consultant. Use or reuse of the Work for any purpose, without the written consent by Consultant, is prohibited. Client shall compensate Consultant for any unauthorized use or reuse of the work and shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including reasonable attorney's fees arising out of or resulting from the unauthorized use or reuse of the Work.

15. CONFIDENTIALITY

Consultant shall maintain as confidential and not disclose to others, without Client's prior written consent, all information obtained from Client, not otherwise previously known or in the public domain, as Client expressly designates in writing to be "Confidential." This provision shall not apply to published information, information obtained from a third party, or information required to be disclosed by law. Client agrees that Consultant may use and publish Client's name, description of services performed with respect to the Project and photographs of the projects in describing the Consultant's experience and qualifications to other clients or potential clients.

16. CONTROLLING AGREEMENT

To the extent they are inconsistent or contradictory, express terms of the accompanying Proposal take precedence over these General Terms and Conditions. Consultant acknowledgment or receipt of any purchase order, notice or authorization, or Consultant performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein, except as specifically accepted in writing by Consultant.

17. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site. Under this agreement, the term hazardous material includes hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosure required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant, which are required by governing law. In the event Client does not own the project site. Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and

save Consultant harmless form any claim, liability, and/or defense cost for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant, which are found to be contaminated.

18. INSURANCE

Consultant agrees to carry; at its' own expense, General and Professional Liability Insurance and will, furnish insurance certificates to Clients. If Client prefers to have additional insurance coverage. Consultant agrees to purchase it (presuming availability from carriers acceptable to Consultant) provided the premiums for additional insurance coverage are reimbursed by Client.

19. RISK ALLOCATION

Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed Consultant's fee. Provided said such sum shall not include any items considered unjust enrichment to the Client, any improvement costs or betterment costs and shall not exceed the actual costs resulting from such negligent act.

20. DISPUTE RESOLUTION

All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) including mediation and arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation subsequent to ADR as provided above, then:

Both parties hereby agree that the venue of this Agreement, without prior notice, will lie in Seminole County, Florida.

21. PARTIES TO AGREEMENT

The parties to this agreement agree that this agreement is solely between Excel Engineering Consultants, LLC (Consultant) and the purchaser of services to be rendered (Client). Nothing in this agreement shall be construed as Client having any kind of direct contractual relationship with any of the Consultant's employees, principals, officers or directors. The agreement is solely between Consultant and Client.

Initial:	6	Date:
Initial:	M	Date: 5/12/14