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960874-EI

July 31, 1996

HAND DELIVERED

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

ACK _____
AFA _____
APP _____
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WAS _____
OTH _____

Re: Petition for Approval of Tariff Contract Form for
Department of Transportation Tri-Partite Lighting
Projects

Dear Ms. Bayo:

Enclosed for filing in the above-styled matter are the
original and fifteen (15) copies of Tampa Electric Company's
Petition for Approval of Tariff Contract Form for Department of
Transportation Tri-partite Lighting Projects.

Please acknowledge receipt and filing of the above by stamping
the duplicate copy of this letter and returning same to this
writer.

Thank you for your assistance in connection with this matter.

Sincerely,

James D. Beasley
James D. Beasley

JDB/pp
Enclosures

cc: Connie Kummer (w/enc.)

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

08000 JUL 31 96

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval)
of Tariff Contract Form for)
Department of Transportation)
Tri-Partite Lighting Projects)

DOCKET NO. 960874-EI
FILED: July 31, 1996

PETITION

Tampa Electric Company ("Tampa Electric" or "the company") files this its Petition for Approval of Tariff Contract Form for Department of Transportation (DOT) Tri-Partite Lighting Projects, and in support thereof says:

1. Tampa Electric is an investor-owned electric utility operating under the jurisdiction of this Commission and serving retail customers in Hillsborough and portions of Polk, Pinellas and Pasco Counties. The company's principal offices are located at 702 North Franklin Street, Tampa, Florida 33602.

2. The persons to whom all notices and other documents should be sent in connection with this docket are:

Mr. Lee L. Willis
Mr. James D. Beasley
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302

Ms. Angela Llewellyn
Regulatory Specialist
Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601

3. In this petition, Tampa Electric seeks approval of certain Original Tariff Sheets, which are listed in Exhibit "A" attached, and which contain a new form of contract for use with lighting projects jointly undertaken with the DOT and the local governing agency in whose jurisdiction the section of newly lighted State Highway is located.

4. Typically the DOT competitively bids and then contracts for a lighting system to be built on stretches of the State

Highway System. DOT retains ownership of the lighting system and turns over the maintenance and energy responsibilities to the local governing agency, which is a political subdivision of the State of Florida, such as a city or county. The local governing agency utilizes in-house labor or contracts the maintenance for the DOT- provided lighting system. Energy is then purchased by the local governing agency at tariff rates from the local electric utility.

5. A conflict arises on State Highway road widening projects when the local utility needs to be in the same right-of-way where the DOT plans to put their own lighting system. When the DOT widens a roadway, they purchase a new right-of-way (which is typically smaller than in years past) that cannot accommodate both the local utility's lines and a separate DOT lighting system in the same place. In 1995 there was a legislative change allowing the local utility to provide this lighting for the DOT on power line poles without going through the competitive bidding process, if there is a right-of way conflict and it is cost effective for the taxpayers. Section 337.11 (13), Florida Statutes. In this way costs are reduced for both parties and the citizens of Florida and the local ratepayers benefit - a true win/win opportunity.

6. The DOT typically has not utilized local utilities to provide roadway lighting facilities under tariff in the past because the DOT's fund allocations are designated for projects in the year they are constructed and cannot be extended for the life

of the lighting systems (i.e. DOT cannot budget beyond the current year to pay facilities charges under tariffs). Tampa Electric has been approached by the DOT about utilizing their new legal ability to contract with Tampa Electric to provide the required roadway lighting. Tampa Electric has been working with the DOT to develop a process in which required roadway lighting can be provided in the most cost effective way. The tariff filing seeks to implement this cost effective process.

7. There are currently some roadway widening projects in Tampa Electric's service area where there are conflicts in the right-of-way between the power lines and the proposed DOT lighting system. When Tampa Electric began discussions with the DOT and Hillsborough County (the local governing agency to which these particular new lighting projects would be assigned) to determine roles and responsibilities, it became clear that a Tri-Partite Project Agreement would best serve the needs of all the parties.

8. A Tri-Partite Project Agreement was developed by the DOT which would be acceptable for all concerned and meet state needs. That agreement, after review by Tampa Electric and Hillsborough County, forms the basis for the new tariff form of contract requested in this petition.

9. The form of contract permits the parties to assign roles that meet their particular regulatory and budgeting constraints in a cost effective manner. The DOT provides the capital funding for the lighting system while the local governing

agency provides funding to pay, under tariff rates, for the maintenance, energy and fuel for the operation of the lighting system. Tampa Electric will design, construct and own the lighting; being reimbursed for this by the DOT funding. Tampa Electric will also provide maintenance and energy for the lighting system; being reimbursed for this through tariff rates by the local governing agency.

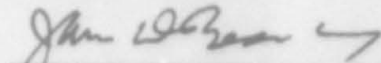
10. The DOT will pay Tampa Electric to construct the lighting system in much the same way that Tampa Electric does similar Customer-requested construction work. The lighting equipment being installed in this instance will be of standard type which Tampa Electric can maintain under current tariff rates. The price paid by the DOT will fully cover Tampa Electric's cost of constructing the lighting system. While the units of lighting equipment installed will be added to the property records to reflect the correct total units, there is no dollar impact to plant in service or rate base since the cost is fully reimbursed by the payment from DOT.

11. The Tri-Partite Joint Project Agreement leaves open the name of the local governing agency, the location of the stretch of State Highway System to be lit and the capital cost of the defined Utility Work to be performed, which will be specific to each project undertaken and attached to each agreement as an Exhibit A. This work will be costed out at standard Tampa Electric job order rates.

WHEREFORE, Tampa Electric requests that this Commission consent to the application of the proposed tariff sheets for use in Tri-Partite Agreements with the Department of Transportation and other political subdivisions of the State of Florida with regard to lighting of portions of the State Highway System as set forth in Exhibit "A".

DATED this 31st day of July, 1996.

Respectfully submitted,

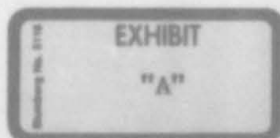


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ATTORNEYS FOR
TAMPA ELECTRIC COMPANY

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**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRI-PARTITE JOINT PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, TAMPA ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Florida with its principal place of business in the City of Tampa, County of Hillsborough, State of Florida, hereinafter called the COMPANY, and _____, a political subdivision of the State of Florida, hereinafter called _____.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the State Highway System, designated by the DEPARTMENT as Job No. _____ on State Road No. _____ between _____ and _____, hereinafter referred to as the PROJECT, which shall call for the installation of utilities within the right of way of said highway; and

WHEREAS, the COMPANY presently owns and operates certain utility facilities located within the right of way of said highway which will pose a conflict to construction of a new stand alone lighting utility system; and

WHEREAS, rather than relocating the existing utility facilities outside of the right of way, the DEPARTMENT and the COMPANY have determined that it would be cost effective and in the best interest of the general public for the COMPANY to attach arms and luminaires, to set mid-span poles, and/or upgrade existing poles, as needed, to its existing infrastructure located in the right of way and, in appropriate instances, to install a stand alone system in the right of way on the opposite side of said highway all at a mutually agreed upon cost; and

WHEREAS, the plans and specifications for the proposed installation and attachment, as above described, have been approved by the DEPARTMENT and the COMPANY and said above described work shall hereinafter be referred to as Utility Work; and

WHEREAS, upon the DEPARTMENT's final acceptance of the Utility Work, the COMPANY shall maintain such facilities and _____ shall bear the cost of said maintenance through payment of a monthly tariff rate; and

NOW THEREFORE, in consideration of the mutual undertaking as herein set forth, the parties hereto agree as follows:

1. The DEPARTMENT, the COMPANY and _____ shall participate in this Joint Project Agreement (JPA), the scope of which will cover only the Utility Work and maintenance of Utility Work within the limits of the PROJECT.

2. All of the work performed under this JPA shall be done in accordance with the National Electric Safety Code ("NESC") and the plans and specifications for the Utility Work as prepared by COMPANY and approved by DEPARTMENT, which plans and specifications are by

reference hereto made a part of hereof. The COMPANY will be responsible for verifying the accuracy of the DEPARTMENT's underground survey information, and will also be responsible for any changes to the plans and specifications made necessary by error or omission in the DEPARTMENT's survey information as furnished to the COMPANY. All errors, omissions and changes in the design of the Utility Work will be the sole responsibility of the COMPANY. In any conflict between the COMPANY and DEPARTMENT specifications, the DEPARTMENT's specifications govern, provided, however, that the NESC shall be adhered to at all times. Any changes to the design plans and specifications for the Utility Work must be approved by the DEPARTMENT.

3. All adjustments, relocations, repairs, and incidentals required to be performed to the existing COMPANY utilities within the Project, not included in the JPA, will be sole responsibility of the COMPANY. All such work is to be coordinated with the construction of the PROJECT and in a manner that will not cause delay to the DEPARTMENT's highway contractor.

4. All services and work under the construction contract for Utility Work shall be performed to the satisfaction of the DEPARTMENT's Director, Division of Operations, and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for Utility Work the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof, and his decision upon all claims, questions and disputes thereunder shall be final and conclusive upon the parties hereto.

5. The COMPANY agrees to perform the Utility Work in accordance with the provisions of Rule 14.46.001 (2) and (3), Railroads/Utilities Installation or Adjustment, Florida Administrative Code, and any supplements or revisions thereto, which, by reference hereto are made a part of this JPA.

6. The COMPANY further agrees to fully comply with the provisions of Title VI of the Civil Rights Act of 1964 in connection with the Utility Work covered by this JPA, and such compliance will be governed by the method checked and described hereafter:

_____ (a) The COMPANY will perform all or part of such Utility Work by a Contractor paid under a contract let by the COMPANY, and the Appendix "A" of Assurances attached to this agreement will be included in said contract let by the COMPANY.

_____ (b) The COMPANY will perform all of such Utility Work entirely with COMPANY's forces, and Appendix "A" of Assurances is not required.

_____ (c) The Utility Work involved is agreed to by way of just compensation for the taking of COMPANY's facilities located on right of way in which the COMPANY holds a compensable interest, and Appendix "A" of Assurances is not required.

_____ (d) The COMPANY will perform such Utility Work entirely by continuing contract, which contract to perform all future Relocation Work was executed with COMPANY's Contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.

7. Attached hereto, and by reference made a part of hereof, as Exhibit "A" is a detailed analysis of the estimated cost of the Utility Work. The COMPANY and the DEPARTMENT have agreed that payment for the Utility Work shall be _____, subject to paragraph nine (9) hereunder.

8. The COMPANY shall obtain written approval from the DEPARTMENT prior to performing work which exceeds the estimated costs set out in paragraph seven (7) above. The provisions of subsection 339.135(6)(a), Florida Statutes, are made a part of this contract. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsections is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

9. The COMPANY should be aware of the following time frames. Upon receipt, the DEPARTMENT has five working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If payment is not available within 40 days, a separate interest penalty at a rate specified in Section 55.03, Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one (1) dollar will not be enforced unless the COMPANY requests payment. Invoices which have to be returned to the COMPANY because of COMPANY preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

10. The provisions subsection 287.133(2)(a), Florida Statutes, are made a part of this contract. A person affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. The provisions of Section 287.0582, Florida Statutes are made part of this contract. No executive branch public officer or employee shall enter into any contract on behalf of the state, which contract binds the state or its executive agencies for the purchase of services or tangible personal property for a period in excess of 1 fiscal year, unless the following statement is included in the contract: "The State of Florida's performance and

obligation to pay under this contract is contingent upon an annual appropriation by the Legislature".

12. After the DEPARTMENT's final acceptance of the Utility Work, and for the 20 year life of such Utility Work, the COMPANY shall own, control, maintain and be responsible for all Utility Work in accordance with the terms of the standard permit required by Florida Law for occupancy of public rights of way, and the COMPANY shall comply with all provisions of law and with the DEPARTMENT's manual for traffic control routing and parking and with all other applicable regulations of the DEPARTMENT pertaining thereto.

13. For the 20 year life of Utility Work, _____ agrees to be responsible for the payment of all maintenance costs associated with the Utility Work. The COMPANY shall perform all maintenance of Utility Work on an as needed basis, which maintenance shall include all items set forth in Exhibit "B" attached hereto and by reference made a part hereof as well as perform all relocation of Utility Work required by the DEPARTMENT for its construction projects in a timely manner so as not to delay such projects. All such relocation shall be in accordance with the provisions of Rule 14.46.001, Railroads/Utilities Installation or Adjustment, Florida Administrative Code and any supplements or revisions thereto. The maintenance costs which _____ agrees to be responsible for shall also include payment of all costs for electrical energy and any other related charges incurred in connection with the operation of the completed lighting system associated with the Utility Work. The COMPANY shall invoice _____ for those maintenance costs as itemized in Exhibit "B" on the _____ day of each month for the 20 year life of this JPA.

14. The COMPANY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT for all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of this JPA by the COMPANY, its agents or employees, or due to any act or occurrence or omission or commission of the COMPANY, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the DEPARTMENT, or its agents or employees, for its own negligence or breach of contract.

15. This JPA shall automatically terminate twenty (20) years from the date of the DEPARTMENT's final acceptance of the Utility Work. Upon said termination, the DEPARTMENT will determine, in its sole discretion, if the Utility Work shall be recapitalized or if the DEPARTMENT shall include a build out of facilities in its Five Year Work Program.

16. In the event this agreement is terminated pursuant to paragraph 17 hereunder, COMPANY agrees to perform all relocation of Utility Work required by the DEPARTMENT for its construction projects in a timely manner so as not to delay such projects and all in accordance with the provisions of Rule 14.46.001 and Section 337.403 and 337.404, Florida Statutes, as applicable.

17. This Contract shall not become effective unless and until it has been executed by all the parties. The parties understand and agree that Tampa Electric's obligations hereunder are subject to the FPSC's approval of this Contract remaining in full force and effect and the Contract may be terminated without liability in order to comply with regulatory rulings.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____ (SEAL)
District Secretary

District Utility Engineer

ATTEST: _____
Executive Secretary

Approved to as Form, Legality
and Execution

BY: _____ (SEAL)

ATTEST: _____

COMPANY: _____

BY: _____ (SEAL)

Title: _____

ATTEST: _____