

Request for Proposals

Designing, Proposals & Contract Administration for a 115 kV Transmission Line along US 264 northwest loop and for a115-kV Transmission Line from the Wellcome Substation to the Proposed Sugg Parkway Substation through to NC 903 North.

For

GREENVILLE UTILITIES COMMISSION

Of the City of Greenville, North Carolina

401 South Greene Street Greenville, North Carolina 27834

Issue Date December 1, 2011

Response Due Date, December 30, 2011 5:00 pm (EDST)

GREENVILLE UTILITIES

REQUEST FOR PROPOSALS

The Electric Department of Greenville Utilities requests proposals for professional consulting services for designing 5.8 miles of 115 kV Transmission Line extension.

PROPOSAL DEADLINE:

Proposals, subject to the conditions made a part hereof, will be received in the Director of Electric Systems, Greenville Utilities Engineering Center, 801 Mumford Road, Greenville, N.C., 27834 no later than **5:00 PM (EDST) on December 30, 2011**.

PREPARATION OF PROPOSAL

Proposals must be in sealed envelopes clearly marked on the outside with the name of the proposal and the proposal opening date and time. Proposals shall be addressed to the Director of Electric Systems, Greenville Utilities Engineering Center, 801 Mumford Road, Greenville, N.C., 27834.

EVALUATION AND AWARD:

GUC reserves the right to reject any and all proposals, to waive any and all informalities, and to disregard all nonconforming or conditional proposals or counter proposals. In evaluating proposals, GUC shall consider whether the proposals comply with the prescribed requirements, plus all alternates or options requested. GUC reserves the right to include or exclude any option or alternative(s). If interviews are necessary, interviews with selected respondents will be scheduled and conducted. If a proposal is to be awarded, it will be awarded to the lowest responsible, responsive respondent whose evaluation by GUC indicates that the award will be in GUC's best interests.

MINORITY BUSINESS PARTICIPATION PROGRAM:

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

CONFLICT OF INTEREST

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of vendors providing consultation services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a vendor's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the consultant from suspicion and accusations of breach of professional integrity. Vendors are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFP.

VENDOR INCURRED COSTS

All costs that may be incurred to prepare proposals, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each vendor. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by vendors during the proposal preparation, subsequent selection or negotiation stages.

PROPOSAL WITHDRAWAL

A proposer must notify GUC in writing of its request to withdraw a proposal within seventy-two (72) hours after the proposal opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the bidder must demonstrate that a substantial error exists and that the proposal was submitted in good faith.

AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore. either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville. North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

INDEMNITY PROVISION

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or

damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North

GOVERNING LAWS

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

ADMINISTRATIVE CODE

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

CONFIDENTIAL INFORMATION

Except as provided by statute and rule of law, GUC will keep trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

CONTACT INFORMATION

Questions regarding this Request For Proposal should be directed to Jeff Byrd, Electric Distribution Engineer at (252)-551-1568, byrdwj@guc.

1.0 Project Scope

The project scope consists of the design, bidding and contract administration of a115 kV transmission line extension for Greenville Utilities. The proposal shall include two(2) separate line sections Line section 1 begins along us 264 East across from the Wellcome Substation at 5595 MLK Highway tapping an existing 115 kV line following a 50 foot right-of-way along the eastern property line of DSM Pharmaceuticals to NC 903 North. Line section 2 begins at NC 903 North, heading West to Hwy 11, then South along CSX Railroad to the intersection of the outer ramp of US 264, then West along the outer loop of US 264 West to the Mount Pleasant Substation at 1039 Belvoir School Rd, Greenville, NC..(See drawing attached)

The professional services that you consider in your proposal shall include but not be limited to the requirements set forth in section 3.0.

2.0 Background Information on Greenville Utilities

2.1 <u>Geographic Location, Socio-Economic Characteristics</u>

Greenville is located in Pitt County in the Coastal Plain region of eastern North Carolina. It is approximately 85 miles east of the state capital of Raleigh.

In 2011, the population of Greenville was approximately 84,000 with Pitt County being 168,000. The county is supported by industries such as DSM Pharmaceuticals, NACCO, ASMO and Grady White boats. Along with industries, Greenville is home to East Carolina University and the East Carolina School of Medicine. Pitt County Memorial Hospital is a regional hospital supporting the medical needs throughout eastern North Carolina. A complete socio-economic analysis of Greenville and its environs is available in the City of Greenville Comprehensive Plan.

2.2 Greenville Utilities Commission

The Greenville Utilities Commission was initially chartered by the North Carolina General Assembly in 1905. The latest amendment to the Charter occurred in 1992. It is organized as an independent agency of the City of Greenville and operates the City's electric, water, sewer gas utilities. Each of the four utilities is required to be accounted for through four individual budgets.

The Commission members are appointed by the City Council. Five members represent the City and two members represent the County. The members are appointed on three- year staggered terms with eligibility for an additional three-year appointment. The City Manager serves as the eighth and full voting member of the Board of Commissioners.

Greenville Utilities' budget for fiscal year 2011-12 is \$274,173.019 and is incorporated as a part of the City of Greenville's annual budget.

The Commission presently employs approximately 430 people in nine departments.

2.3 The Electric Department

The total budget for fiscal year 2011-12 of the Electric Fund is \$190,368,907 with Capital Outlay being \$5,000,000. The Electric Department presently employs approximately 138 people in seven sections: administration, engineering, substation and controls, distribution, systems dispatch and load management and meter.

The Electric Department serves the citizens of Greenville and approximately 75% of surrounding Pitt County. We have the second largest public power system in the state in terms of both the number of customers served and quantity of electricity purchased and distributed.

Greenville Utilities is a member of the North Carolina Eastern Municipal Power Agency (NCEMPA) and participates in the purchase of electricity from generation facilities jointly owned by NCEMPA and Progress Energy. As the largest of the 32 cities participating in NCEMPA, Greenville holds a 2.6% individual interest in the facilities, which provide base load power to the NCEMPA membership. As a group, NCEMPA holds a 16% interest in these units.

Greenville Utilities takes delivery from Progress Energy at 230 kV from two different locations. Greenville Utilities steps the voltage down to 115 kV and delivers power to various distribution substations on six transmission circuits. The delivery substations are designed with transformer differential, bus differential, breaker failure, bus overcurrent and circuit overcurrent protection. The distribution substations are designed with transformer differential protection, bus breaker protection and a main-and-transfer bus scheme.

Greenville Utilities operates and maintains 33 miles of 115 kV transmission and 30 miles of 34.5 kV sub-transmission lines. We also operate over 1400 miles of 12.47 kV overhead distribution lines and 950 miles of 12.47 kV underground distribution lines. In addition, the department maintains 19 distribution substation sites with combined base rating capacity of 540 MVA, two sub-transmission sites (115-34.5 kV) at a combined base rating capacity of 50 MVA, two point of delivery substations (230-115 kV) with a combined base rating capacity of 480 MVA.

GUC distributes electricity to approximately 65,000 customers with an annual peak demand of 350 MW. Refer to Appendix A for additional information on system layout and statistics.

3.0 Requirements for Project

- 3.1 The engineering firm will work directly with Greenville Utilities' Distribution Engineer, Jeff Byrd.
- 3.2 Transmission Line Design & Engineering will include but not be Limited to:
 - 3.2.1 All right-of-way will be procured by GUC.

3.2.2 Phase I

3.2.2.1 This portion of the project will tap an existing 115 kV transmission line, 1272 mcm AAC with same and follow a 50 foot right-of-way bounded by the eastern most property line of DSM Pharmaceuticals. This will require line switches at the tap point. The end point of the project will be at the intersection of the 50 foot right-of-way and NC 903.

3.2.3 Phase II

- 3.2.3.1 This portion of the project begins at the 50 foot right-of-way at the intersection of NC 903, West on NC 903 to NC 11, then South along CSX Railroad to the intersection of the outer loop ramp of US 264, West along the outer loop of US 264 to an existing 115 kV bus at Mount Pleasant Substation.
- 3.2.4 Plan and Profile Design and Drawings of the entire transmission line route.

- 3.2.5 Design shall include 115 kV line 1272 mcm AAC, 7-#9 alumaweld shield with double 15 kV 795 mcm AAC underbuild.
- 3.2.6 Foundation Design and Plans for all foundation structures and poles.

 Typical designs for GUC have been steel pole, self supported with vibratory installed foundations either slip fit, concrete poured anchor bolt-flange, or vibratory installed flange-flange.
- 3.2.7 Structural Specifications for poles.
- 3.2.8 Labor Specifications for transmission line construction and foundations.
- 3.3 Greenville Utilities will be responsible for the following:
 - 3.3.1 Easement Acquisition
 - 3.3.2 Material Acquisition
 - 3.3.3 Site Construction Coordination
 - 3.3.4 Project Auditing

4.0 Selection Criteria

The following information must be included in your proposal in order for it to be considered responsive.

4.1 Project Experience

- 4.1.1 A detailed description of comparable engineering experience with similar projects and clients for whom such services have been provided. A contact person and telephone number must be included in listing of previous clients.
- 4.1.2 Provide a transmission structural elevation drawing from a previous project.

4.2 Classification of Services

- 4.2.1 Provide a listing of all the group classifications that will be involved with this project.
- 4.2.2 Provide a listing of any subcontractors that you may utilize (such as surveyor, geotechnical and/or other specialists).
- 4.2.3 Provide a profile of your professional engineering team that will be involved in this project.

4.3 Project Schedule

- 4.3.1 Define the individual project tasks to be completed in the scope of the total project.
- 4.3.2 Provide a time schedule, which the firm will meet, for each project task from initiation through completion.
- 4.3.3 Provide the classification involved in each of the tasks.

4.4 Estimated Labor-Hours

- 4.4.1 Provide the estimated Labor-Hours for each defined project task by classification.
- 4.4.2 Provide a sub-total of Labor-Hours by project task.
- 4.4.3 Provide a sub-total of Labor-Hours by classification for the complete project.
- 4.5 Special considerations, conditions, or other pertinent circumstances you foresee affecting this work.

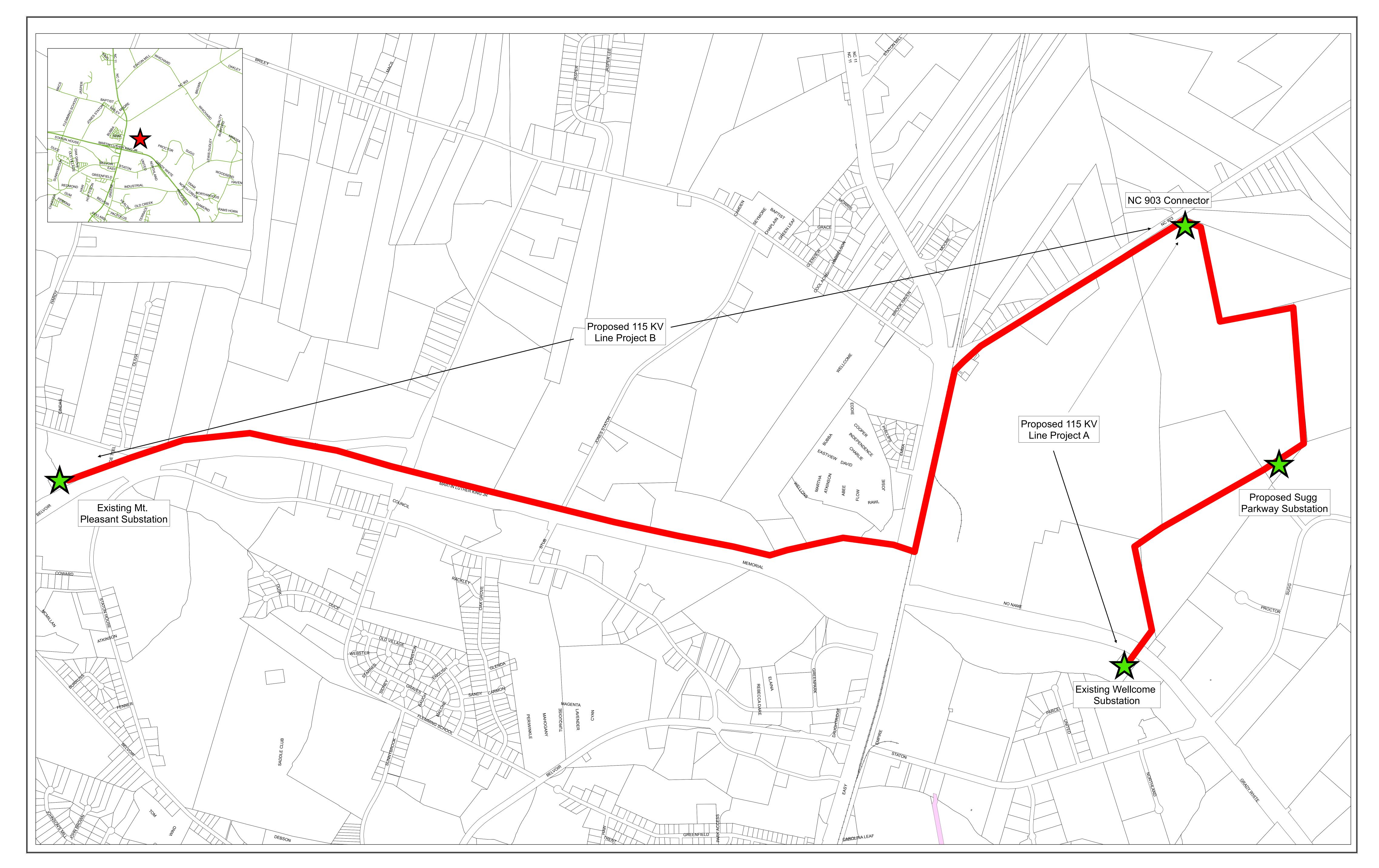
5.0 Proposal Process

- 5.1 The engineering proposals are to be received in the office of the Director of Electric Systems, Greenville Utilities Engineering Center, 801 Mumford Road, Greenville, NC no later than 5:00 PM on December 30, 2011. All firms submitting proposals must be duly licensed to practice engineering in the State of North Carolina.
- 5.2 Greenville Utilities' engineering staff will review the proposals and select 3 of the firms deemed most qualified for the project. Each firm will be allowed approximately 1 week to prepare for an interview. Interviews will be for 60 minutes allowing for 30 minutes of presentation and 30 minutes of Q/A.
- 5.3 Greenville Utilities desires to negotiate an engineering contract with the selected consultant by January 18, 2012.

Appendix A – System Layout and Statistics

Refer to the following drawing for system layout with corresponding Item Number.

| Item | Units | Substations | Combined (MVA) |
|------|--|---|----------------|
| Α | 4 | 230-115 kV Transmission Substation Units | 480 |
| В | 2 | 115-36.5 kV Sub-transmission Substation Units | 50 |
| С | 27 | 115-12.47 kV Distribution Substation Units | 540 |
| D | 2 | 36.5-12.47 kV Distribution Substation Units | 40 |
| | T | | 1 201 |
| Item | | Lines | Miles |
| G | | 230 kV Transmission | - |
| Н | | 115 kV Transmission | 33 |
| I | | 34.5 kV Subtransmission | 30 |
| J | | 12.47 kV Overhead Distribution | 1400 |
| | | 12.47 kV Underground Distribution | 950 |
| | <u>, </u> | | , |
| Item | | Customer Class | Number |
| K | | Large General Service | 0 |
| L | | Large General Service | 33 |
| М | | Medium General Service | 1051 |
| N | | Small General Service | 6457 |
| 0 | | Residential | 57002 |
| | | TOTAL | 64697 |



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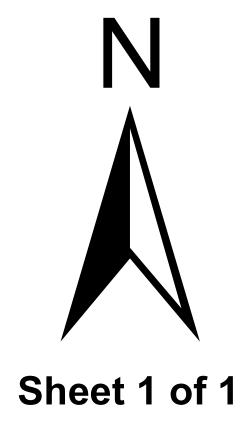
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Basemap Source Data: Pitt County Planning Dept.

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

GUC Rep. Signature

Work Order Number:





DSM 115 KV Transmission Stokes TWP, Pitt Co., NC

It is certified that this proposal is made in good faith and without collusion or connection with any other person responding on the same above listed items. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

| Certified check or cash for \$n/a | or bid bond for \$ <u>r</u> | n/aattached. |
|-----------------------------------|-----------------------------|--------------|
| Firm Name | | Phone () |
| Address | | |
| City | State | Zip Code |
| Fax () | E-Mail | |
| Authorized OfficialTyped | | |
| | Signature | Date |

Three (3) copies of your proposal should be received December 30, 2011 no later than 5:00 PM (EDST)