



The Office of the Illinois Secretary of State

# Business Entity Search

## Entity Information

Entity Name	MIDWEST METER, INC.		
File Number	60949816	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03-07-2000	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	02-28-2024	Annual Report Year	2024
Agent Information	DONALD L LUTTRELL 200 E FRANKLIN PO BOX 318 EDINBURG ,IL 62531	Agent Change Date	03-07-2000

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- Officers
- Assumed Name
- Old Corp Name
- File History

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[Adopting Assumed Name](#)



### Office of the Secretary of State

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Springfield, IL 62756

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Chicago, IL 60603

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Midwest Meter, Inc  
P.O. Box 318  
Edinburg, IL 62531  
Phone: 1-800-634-4746  
Fax: (217) 623-4216



## Quotation

### Customer

Name Village of Oak Park  
Address \_\_\_\_\_  
City \_\_\_\_\_ State IL ZIP \_\_\_\_\_  
Phone \_\_\_\_\_

### Misc.

Date 12/1/2022  
Terms Net 30  
Delivery Various  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
<b>PHASE I</b>			
<b>Permanet SU Cellular PILOT Leak Detection System</b>			
1	Permanet SU Training and PermaNET Web Software Installation and Training	\$4,900.00	\$ 4,900.00
190	Permanet SU Cellular Intelligent Leak Noise Logger includes: -700 ft Spacing -Antenna PN #AER8017 -Tether PN #CABA4255-3 -Leak Indication Reporting -Connectivity Reporting	\$729.00	\$ 138,510.00
10	Cost of additional logger  * Loggers installed every other hydrant ( Approximately 700 feet )	\$729.00	\$ 7,290.00
200	Special Order 5.25" Lid with Poly Insert with brackets for Permanet SU	\$75.00	\$ 15,000.00
200	Cellular Airtime PN#AIRVERIZONUSA1MB-1	\$120.00	\$ 24,000.00
200	PermaNET Web Software Viewing Hosting <i>*Includes IoT Connectivity Continuous Monitoring - Report Sent Weekly</i>	\$40.00	\$ 8,000.00
<b>Permanet SU Installation</b>			\$ -
200	Installation Per Permanet SU Logger	\$85.00	\$ 17,000.00
9	Cost per occurrence of FCS Leak Detection Team Field Work ( 2 days ) * 2 Leak Locating visits per month for the 1st 3 months * 1 Leak Locating visit per month for months 4-6 * 9 anticipated visits total not to exceed \$25,200	\$2,800.00	\$ 25,200.00
<b>Freight and Prep</b>			\$ 1,975.00
<b>Total</b>			<b>\$ 241,875.00</b>

### Sales Rep

Name Tim O'Connor

Prices are firm for acceptance within 30 days of the date of quotation, and an order placed within that time period will indicate acceptance.  
Product specification and prices are subject to change without notice unless specifically stated in this quotation.

Thank you for your business!



VILLAGE OF OAK APRK: REQUSET FOR PROPOSALS (RFP)  
PROJECT 22-124; WATER DISTRIBUTION LEAK DETECTION SYSTEM  
SECION IV  
PROPOSAL FORM: B

	PILOT PROGRAM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
Number of Sensors	200	450					
Cost of Sensors	145800	314550					314550
Number of Valve Box Composite Lids	200	450					
Cost of Valve Box Composite Lids	15000	30600					30600
Cost per Additional Logger	729	699					
Cost for Training Village Staff	4900	NA					
Sensor Installation Cost	17000	38250					38250
Software Start-up Cost	Included	NA					
Frieght Shipping Cost	1975	4200					4200
Battery Replacement Cost	NA					126750	126750
Telecommunication Cost (Define)Cellular and Software viewing	32,000	227500					227500
Other Costs (Define)							
Cost for Ground-Detection Team to pinpoint Leak (EACH OCCURANCE) 2 days	25200						
PILOT PROGRAM COST:	241,875						
PROJECTED ANNUAL COST:		615,100					741,850

This Proposal is offered for acceptance by the Village of Oak Park within ninety (90) calendar days from the date of opening. The Proposer has read and agree to all terms, conditions, and specifications of this RFP.

\* Permanet Loggers, Lids, and affiliated equipment will ship 10-12 Weeks after order is placed

Company Name: Midwest Meter, Inc.  
Printed Name: Timothy W. O'Connor  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
E-Mail: [toconnor@midwest-meter.com](mailto:toconnor@midwest-meter.com)  
Phone: 630-397-8559

Notes:



**Corporate Office:**

200 E. Franklin Street  
P.O. Box 318  
Edinburg, IL 62531-0318  
Phone 800-634-4746  
Fax 217-623-4216



**Branch location:**

1078 Wolverine Lane  
Cape Girardeau, MO 63701  
Phone 800-635-4746  
Fax 573-334-0151

**Branch location:**

200 Commercial Drive  
Flora, IN 46929  
Phone 877-636-4746  
Fax 574-967-4572

**Branch location:**

N173 W21290 Northwest Passage Way  
Jackson, WI 53037  
Phone 262-677-2887  
Fax 262-677-2882

Website: [www.midwest-meter.com](http://www.midwest-meter.com)

**Village of Oak Park Water Distribution System Leak  
Detection System Project Number 22-124  
Midwest Meter**

**Due Date: September 29<sup>th</sup> 2022**



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## **Overview**

At FCS we have significant experience in delivering large scale leak noise logger deployment projects, it is “business as usual” to be mobilizing and demobilizing staff, vehicles, resource, manufacturing capability and equipment across a variety of contracts, for example, our largest user has over 10,000 device and FCS was instrumental in ensuring successful project delivery that included planning, installation, documentation, training and reporting. FCS and its sister companies have installed over 300,000 devices around the world and manage over 4 million data communications from these devices each day.

## **Communication and Project Delivery Team**

Communication and clarity from the very start is key when introducing new companies to a program of leak noise logger implementation. Understanding your precise expectations for the pilot project is vital in successfully delivering the program objectives. As with any project of any size or value, it is key for us to meet, discuss and agree a strategy moving forward with Oak Park. Experience has shown us that strategies and schedules will evolve and devolve to reflect the availability and demand from both the supplier and the client. As a minimum we would expect to assign a dedicated pilot project delivery team for the Oak Park, whose focus of responsibility will be to oversee, deliver and report to Oak Park progress throughout the program. It is the expectation that such members of the team will be introduced and involved in the handover and mobilization stage of this pilot project as soon as possible following contract award. This team would be responsible for communicating all aspects of the project at each stage with the Oak Park team.

## **Managing Deliverable and Output Targets**

Once defined, the Delivery Plan will be documented and supplied to Oak Park for approval.

Actual delivery of the contracted outputs will be reported against the plan and Oak Park will be kept up to date with progress by the FCS team. It will be the responsibility of FCS to manage the performance and/or number of resources deployed to ensure that the agreed targets are met.

FCS has successfully managed installation projects of similar size and complexity. We operate a successful sub contract relationship with our strategic partners for additional installation and maintenance services where required. Our Subcontractors will supplement dedicated FCS personnel with additional locally based resource to ensure the agreed and contracted SLA requirements are met. All resource would be fully trained, equipped, supervised and under the ultimate contractual responsibility of FCS. For the initial pilot phase, we would not expect that additional resource will be required, however if this is required, we will seek the approval of Oak Park prior to deployment of any addition resource.

We are committed to working together with Oak Park in a fully collaborative manner to pro-actively achieve the delivery goals for this pilot project.

- Proficient delivery of the pilot project schedule
- Safe and conscientious working
- Ensuring a smooth and transparent handover, that includes comprehensive training
- Cost efficiency improvements throughout the pilot project
- Managing the start-up and completion of contract duration with integrity and professionalism



To be a leading performer requires innovation and continuous improvement which are two of our core values. Much like Oak Park we have a duty to develop our reputation and be a high performer in the industry. We nurture and encourage our staff to address projects in a constructive and defined manner.

### **Dedicated Server**

FCS manage and control their own server which is based locally and dedicated solely to US customers. A primary concern is data security, while the data gathered is dynamic but fairly benign in nature it is still our responsibility to securely protect the data generated by this pilot project. To enable this FCS maintain an ISO27000 system, these series of standards provides [best practice](#) recommendations on information security management and this is done in conjunction with our sister company HWM. We use Rackspace and Azure servers, and we are tenants of theirs. Both data center providers take data security seriously and have various certifications:

Rackspace:

<https://www.rackspace.com/en-gb/compliance>

Azure:

<https://azure.microsoft.com/en-gb/overview/trusted-cloud/compliance/>





## **Permanet SU Device Overview**

The PermaNET SU product family are logger devices with an integrated Leak Noise Sensor, provided by FCS. They are of a waterproof construction, being designed to be permanently installed around a water network, listening for leaking pipes. The devices accomplish this by means of a specialised microphone that can detect the sounds emitted from a leak. A micro-controller, built into the unit, measures the noise level once per day and performs a statistical analysis to generate data for a “noise histogram”. A leak-state judgement is made, along with two additional results called “level” and “spread”. The results are saved in memory, for upload at a later time. Following a positive leak-state judgement the PermaNET SU will also collect an audio sound recording of the leak noise that is delivered to the host and made available for review and further leak location processing.

### **Measurement data types**

The saved data could be in the form of:

- “noise histogram”.

This provides a detailed indication of how consistent the noise measurement is, and it can be used for more advanced analysis. Histograms can also help to visualise the noise into patterns that can be identified as leaks.

- Level / Spread indication.

These two figures are a numeric summary of the noise histogram. The “Level” figure represents the sound level that occurs most often during the sample period. The “Spread” figure is how much the sound level varies during this time. (A large consistent Level and small Spread is typical of a leak, whereas a small Level and large Spread is typical of background noise within a pipe).

- “leak / no leak” status. This gives a simple indication of whether results indicate a probable leak.
- Sound recording files.

### **Battery / lifetime**

The logger is powered by non-rechargeable Lithium batteries. The logger is designed to minimise the battery use and thus increase the life expectancy of the unit (e.g. the loggers become active when needed; most of the time they are in standby). The battery life is also affected by user-programable settings.

### **Cellular communications and SIM-card**

The PermaNET SU logger includes an interface to the cellular communications network, which provides access to the internet. The data stored within the loggers can be sent automatically over internet using the mobile communications network. The normal destination of the data is the FCS Omnicoll server. Communication is 2-way between the logger and server, by means of a proprietary protocol using UDP packets sent to the internet using the cellular communications network. A SIM card is fitted within the logger. Currently at FCS we utilize the Verizon network for communications, PermaNET SUs come complete with airtime and SIM card provided.



## **Communications with the mobile phone (or similar device)**

The logger includes a Bluetooth-compatible interface, used for short-range communication to other Bluetooth-compatible devices (e.g. a mobile phone). This enables the user to communicate with the logger during installation and make on-site tests.

## **Logger operation - Repetitive functions**

The PermaNET SU is shipped from the factory in a minimally active state, to extend battery life whilst in storage (e.g. no measurements are made or logged). This mode is designed for periods of storage or shipping of the device, with the logger referred to as being in “shipping mode”, or “sleeping”. Once activated, the logger no longer sleeps, but begins its repetitive daily tasks. Whenever possible it saves power by putting circuits it does not currently need into “standby” (e.g. radio circuits). The logger will become highly active at the time it is required to make measurements, complete its leak evaluation and store the results as a set of data within its memory. The logger will then go into standby until the next programmed event. When it is time to upload the data over the mobile network, the logger switches on its cellular radio circuits and sends its data. Once completed, it puts them back into standby mode. The logger occasionally checks if a user wishes to communicate with it; if so, it activates its Bluetooth-compatible communications link. This link remains open for communication for 2 minutes, waiting for instructions. If there is no interaction from the user during this time, the logger puts the communications link back into standby. If the user begins using the link, the logger completes any tasks the user gives to it, and keeps the link open for 10 minutes after it was last used.

The logger’s primary task is a leak-sensing program, which runs once daily. The Leak-state evaluation program takes place between 2-4am (although it can be changed). Typically, it is made during a time of low water use to reduce the possibility of consumer water use being incorrectly judged as a leak. During this time, if the logger determines a change of leak-state, it carries out a secondary confirmation evaluation. If the logger determines that a new leak is likely to be present near-by, it can (if so set) automatically make a sound recording when the new leak is detected. The sound recording is by default 10 seconds in duration.

Note: Making and transmitting sound recordings can use a lot of data and also drain the battery significantly if too many are made. In order to preserve battery life and reduce data costs, the recording system is restricted to 7 recordings a month. If you have a specific requirement for more than this limit, then please contact FCS customer service for assistance.





## System Requirements

A typical system will comprise of:

- A set of PermaNET SU loggers. These are set to evaluate the sounds within a pipe overnight, when water use is minimal, to determine if a leak could be present nearby.
- A mobile device (with FCS software installed). The mobile device provides a Graphical User Interface to the user, for access to the loggers and on-line server.
- HWM application software (installed on the mobile device).  
"IDT" software: Used to put the logger into various modes in order to test it within an installation.  
"Deployment App" software: Used by IDT to record the location of the site at which the logger was deployed.
- Required for apps:  
An internet connection (via the mobile network),  
A User-account and password for the FCS Omnicoll system. (required for the app to function and access the Omnicoll database).
- PermaNET Web Secure Data user account  
PermaNET Web is a digital platform created to gather, collate and easily display the leak noise data collected by PermaNET devices.





### PermaNET Web Secure Data Viewing Portal

PermaNET Web is a digital platform created to gather, collate and easily display the leak noise data collected by PermaNET devices. Available on any internet-enabled device, PermaNET Web is an easy to use, secure platform with multiple functions that support leak noise interpretation.

- **Two-way communication:** local and remote logger parameter settings
- **Auto processing:** interference and external noise filtering
- **Time synchronisation:** automated synchronisation from remote data server and network
- **Data Security:** firewall - locked down to used ports only. Users have separate logins and locational access. Regular updates and penetration testing
- **Compatible:** supported by all major web browsers
- **Noise Filtering:** auto-processing for equalisation, frequency correlation and coherence
- **Cost and Time Efficient:** remote leak noise listening
- **Alarm Profiles:** alarm available via e-mail
- **Audio Data Recording:** audio data is sent to the server if a leak is present



## PermaNET Web Overview

### The PermaNET Web navigation bar

The options are:

**Map View,**

**List View,**

**View Data:-**

**Graph Data**

**Table View**

**DMA:-**

**DMA Management**

**View DMAs**

**Leak List**

**Correlation**

### **Map View**

Map View is the area where you can see the geographical locations of each of the sites. This View has a few options for filtering the devices that are explained lower down.

At the bottom of the map there are options to turn off the grouping of loggers.

### **List View**

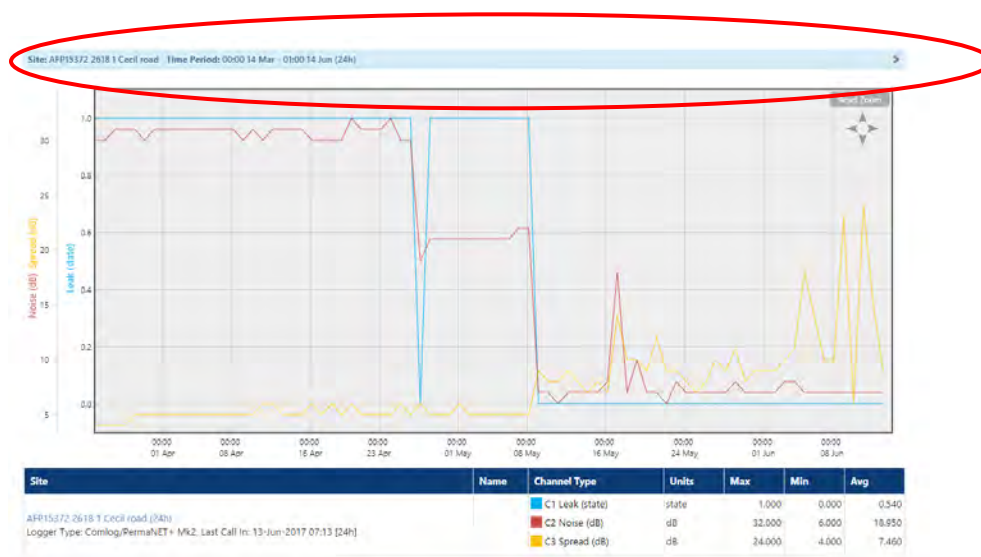
List View is where you can see your logger fleet and the DMAs as a list. This can provide more information. From here you can export data as CSV or as Excel, and you can apply filters to the search.



## View Data

### Graph Data

Graph view is where you can see the graphical data for the sites :-



The blue bar at the top of the Graph contains different options for the graph view, including different units, time periods. You can use the cursor to select smaller areas of the graph for a more detailed view.

### Table View

Shows the Leak; Noise; and Spread Values for all devices within your DMA for a selected period of days. This is exportable to both CSV, and Excel.

Please select Time frame: Last 7 Days  This Page

SiteId	Is	13-Jun	12-Jun	11-Jun	10-Jun	09-Jun	08-Jun	07-Jun	06-Jun
AFP03438	Lvl	21	8	15	9	8	8	9	7
	Spr	5	10	9	9	7	6	5	8
AFP03535	Lvl	46	21	22	22	22	21	21	20
	Spr	7	9	9	9	9	9	9	9

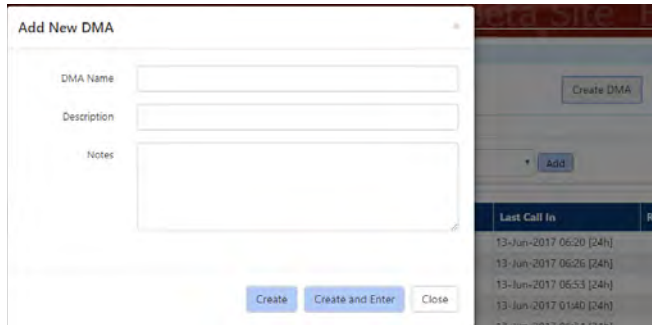


## DMA

### DMA Management

DMA is a method to group sections of devices, (maybe those in a street or town), in here you can add sites to DMAs, or create new ones.

### Creation of a DMA



Create and enter will navigate you to this DMA so that you can start adding to the DMA.

### Adding Sites to a DMA



Once in a DMA you can add sites to it. There are two methods of doing this.

- Find the site in the drop down and press add
- If you have items in the selected list you can directly from there by pressing the add from selected sites

### View DMAs

Here you can see a breakdown of all devices within each DMA, and a summary of number of Quiet, Number in leak, Investigation ongoing, Investigation Cleared and Awaiting Repair.

DMA Name	Total Sites (19658)	Quiet Sites (2141)	Number in Leak (0)	Investigation Ongoing (0)	Investigation Cleared (0)	Awaiting Repair (0)
DMA0010 (DMA Chertsey Town)	88	6	0	0	0	0
DMA0020 (DMA Holloway Hill)	0	0	0	0	0	0

Excel



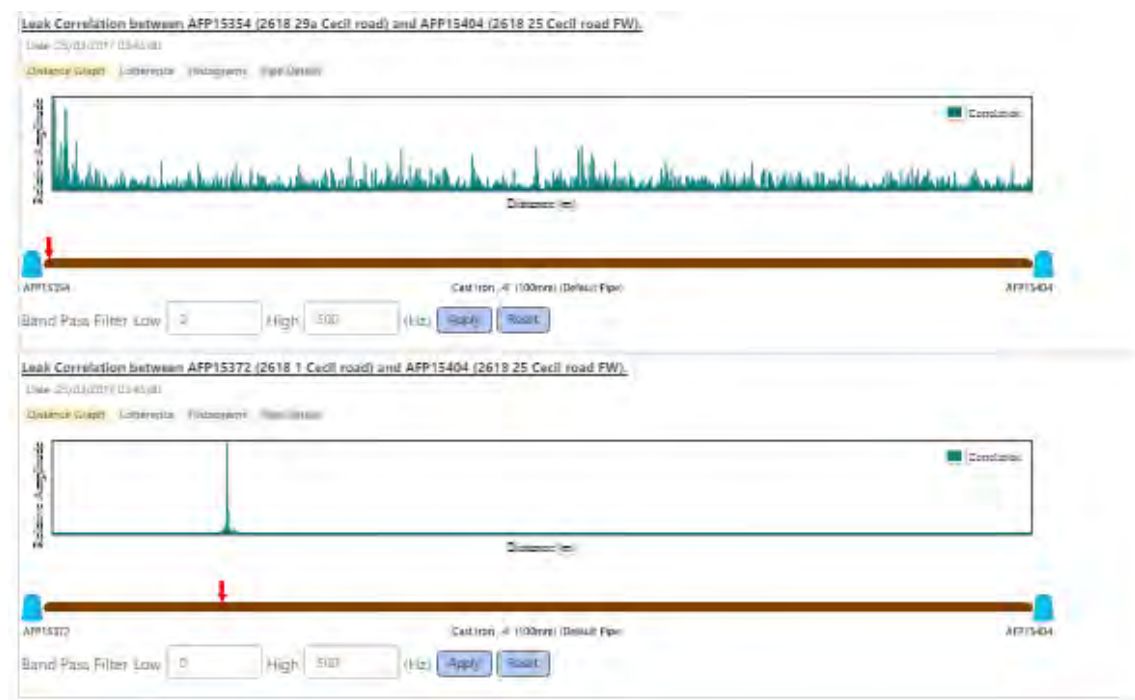
## Leak List

This is where you can enter more values about a leak to get a reporting tool to help work out costs of the leak in question.

## Correlation

Selecting this will start a new Correlation between audio files - unless you have added items to your Selected Site list. (Please see Selected Site list section below which explains this).

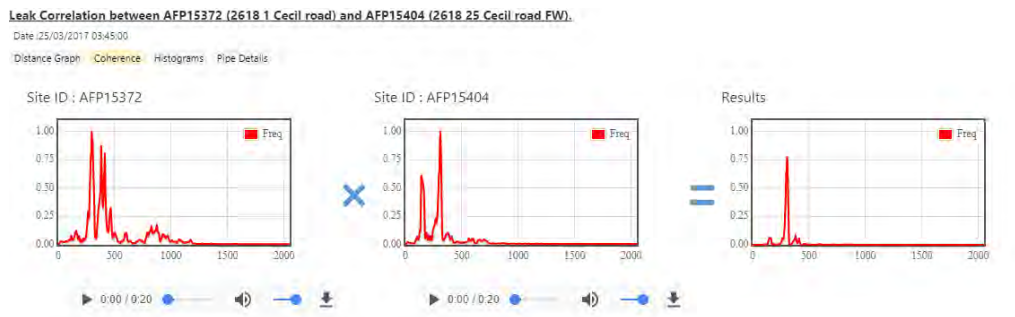
From the pop up you can start a correlation, by adding loggers to the selected sites, and then pressing the correlate button. (Either on the pop up or on the navigation bar)



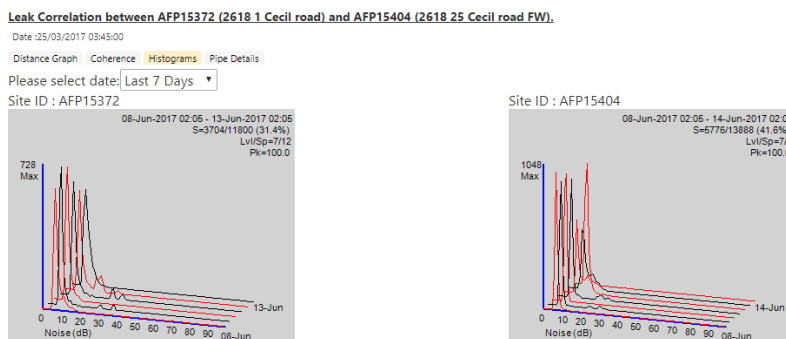


On Each Correlation result you have options to change the tab that you are interested in, Coherence, Histograms and Pipe Details.

## Coherence - you can listen to both audio files



## Histograms - you can see side by side Histogram results



## Pipe Details – you can change the pipe details from the default pipe

Leak Correlation between AFP15372 (2618 1 Cecil road) and AFP15404 (2618 25 Cecil road FW).

Date :25/03/2017 03:45:00

Distance Graph Coherence Histograms Pipe Details

Material	Colour	Size	Length (m)
Using Default Pipe - Cast Iron		4" (100mm)	1500

Distance of segment of pipe:  metres

Material of Pipe:

The user can enter as many Pipe Materials that they need to make a Pipe, to give a more accurate correlation result. Once more than 1 segment this can be reordered, or deleted, if you deleted so there is no Pipe Segments the default will be applied again.



## Additional PermaNET Web features

### Filter Options found on Leak List, and Map view

Search  Show  Called in  ☐ Show Level/Spread Values ☐ Show Site Id

**A free Textbox search looking at fields Site ID, Address, Address 2, SMS Number, and Serial Number.**

#### Options:

Show only in leak- shows the devices that are currently in leak

Quiet – shows the devices that are currently quiet

Investigation On going – shows the devices that are currently undergoing investigation.

Investigation Cleared – Shows the devices that have finished their investigation.

Awaiting Repair – Shows the devices that are awaiting repair

Selected Sites –Shows the sites that you have selected.

Recent Sites – Shows the recently visited sites

New Leak – Shows devices that have gone into leak mode in the last 24 hours

#### Pop Up

From any of the page you can get to a pop up that allows yourself to look at a particular device in more detail.

2618 1 Cecil road

Info History Status List Note List Program Audio

Histograms Alarm Settings Photos

Site ID AFP15372

SMS Number 44792447301438

Serial No 15372 (Comlog/PermaNET+ Mk2 3.86)

Last Call In 13-Jun-2017 07:13

Level 7

Spread 9

Signal 11

Battery 6.7V Number of recording made 2

Status No Leak

Last Note

Internal Status 9934181 20/04/2017

Logger Mode

Change Leak Threshold Level ☐

0:00 / 0:20

28-Apr-2017 03:45

#### To Find this from -

**Map View:** click on the dot in question.

**List View:** click on the row in question.

**Graph View:** click on the click at the in the left most column of the lower table.

From this popup the user is given more ways to view data and methods to reprogram to fit your needs.



**Info:** shows a summary of the information, with ability to play the last sound recording it made.

**History:** shows a table of the results showing level and spread values for each call in.

**Program:** show options to send a command to the device.

**Audio:** allows the audio found to played/ downloaded, for each selected date.

**Histograms:** shows the histograms for each selected date.

**Alarm Settings:** shows two different views depending on whether or not your device is making multiple samples :-

1 sample a day – will show a check box to send an alarm when going from no leak to leak

Info History Status List Note List Program Audio

Histograms Alarm Settings

☐ Send alarm when going from no leak to leak. Save

More than 1 sample - will show the different alarm option for each alarm condition

Info History Status List Note List Program Audio

Histograms Alarm Settings Alarm Profile

Position	Edit
Alarm Condition 1	<div>Channel: CH1 Leak ▾</div> <div><input type="checkbox"/> Profile Alarms</div> <div><input type="checkbox"/> Upper Alarm</div> <div><input type="checkbox"/> Lower Alarm</div> <div><input type="checkbox"/> In Band Alarm</div> <div><input type="checkbox"/> Out Of Band</div> <div><input type="checkbox"/> MNF Alarm</div> <div><input type="checkbox"/> ROC Alarm</div> <div><input type="checkbox"/> Diff &gt; Alarm</div> <div><input type="checkbox"/> ...</div>

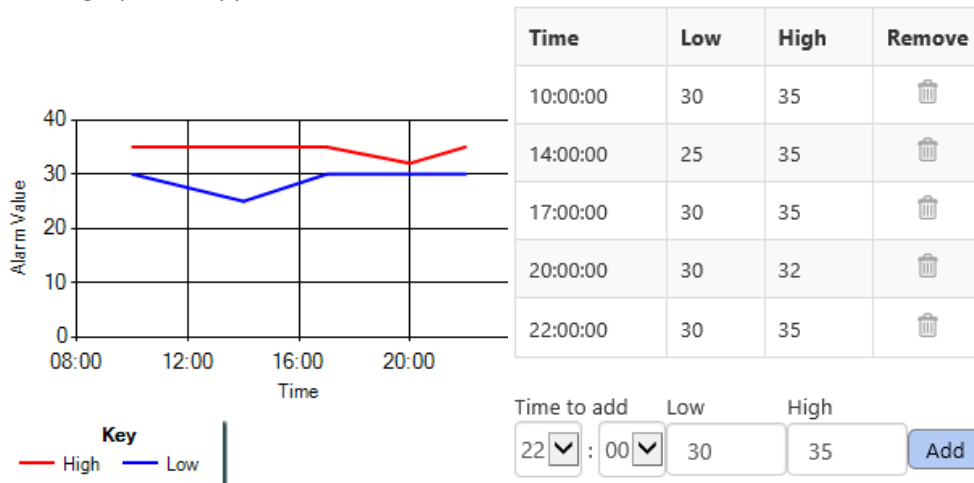
Note:- the extra tab 'Alarm Profile', here you can set up an alarm profile for each condition.



## Alarm profiles

Start by selecting an alarm condition e.g. Alarm condition 2.

Select the day that you wish to start editing i.e Tuesday. Start adding the information you wish, as you start adding more values a graph will appear



You can then copy this to other days if you wish by using the drop down and selecting which days and selecting copy. If you have entered a value in incorrectly you can delete it from the table by the trash can in the far right column. Please note you cannot delete the last entry in the table - if this one is incorrect make a second one and then delete the first.

Make Sure you press 'save profile', to make sure the command is sent to the device.

The final stage would be to enable alarm profile in the alarm settings. So in the example above we set the alarm condition 2, so we would need to send the command created by the following -

Alarm Condition 2

Channel: CH1 Leak

☒ Profile Alarms

-and then press send. This will send a second command to 'enable' the alarm profile in the device.



## Selected Sites List

This is a term we use for our Favourites, like Amazon, Tesco, Asda, have a 'basket'. There are multiple methods of adding to your selected sites list:

### Methods



List View has the Star icon to the left column, this will turn yellow if it is already in the selected Sites list, if pressed when yellow you will remove it from the selected site list.

Add to selected sites list

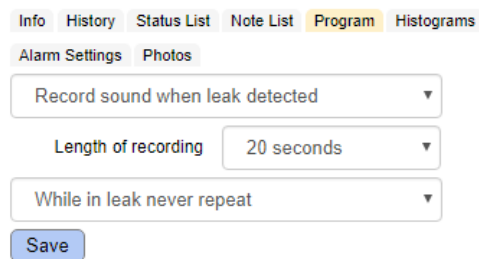
Popup has the button that's text will change when clicked, to say when it is in the selected site list.

If you want to Add/Remove all devices from the DMA into your selected site list then click the star in the Very Top row (Blue Row). This will toggle any that in your list.

You can always quickly access your selected site list by the star in the navigation bar at the very top of your screen.

## Program Tab

The program tabs allows the user to change the default values. *Please note that increasing the sample frequency or the call in frequency may impact the battery life span.*



The screenshot shows the 'Program' tab selected in a navigation bar. Below the navigation bar, there are two sub-tabs: 'Alarm Settings' and 'Photos'. Under 'Alarm Settings', there are three dropdown menus: 'Record sound when leak detected' (set to 'Record sound when leak detected'), 'Length of recording' (set to '20 seconds'), and 'While in leak never repeat' (set to 'While in leak never repeat'). At the bottom of the settings is a blue 'Save' button.

If you want to Program multiple devices at once then once added to selected site list (see selected site list)

Then you get a check box to send your new options to all of the devices in the selected site list as seen below. The below options show other options that can be sent to the device. Such as:

- Setting the logger to records at a certain time,
- Setting the logger to repeat the recording on certain days.

If the device has a command outstanding then a message will appear to let the user know that there is an outstanding command that has not yet been picked up from the logger. It is always worth checking this command before you issue another as your new command will over write the one in the queue.



Info History Status List Note List **Program** Histograms

Alarm Settings Photos

Record sound when leak detected or preset ▼

Sound Recording Start Date 25-Feb-2015

Sound Recording Start Time 09 ▼ 35 ▼

Number of sound recordings 05 ▼ Per Day

Repeat sound recordings for 01 ▼ Days

Length of recording 20 seconds ▼

While in leak repeat on the following days ▼

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mon	Tue	Wed	Thurs	Fri	Sat	Sun

Save ☐ Send to all in selected sites list





### **Dedicated Server and Data Security**

The data for the Pilot Project will be stored and analysed in the FCS Omnicoll Servers, this data will be available to assigned Oak Park Personnel and the FCS team. Each user will have unique login credentials including password and the Omnicoll system tracks user activity. FCS manage and control their own server which is based locally and dedicated solely to US customers. A primary concern is data security, while the data gathered is dynamic but fairly benign in nature it is still our responsibility to securely protect the data generated by this pilot project. To enable this, FCS maintain an ISO27001 system, these series of standards provide [best practice](#) recommendations on information security management and this is done in conjunction with our sister company HWM. We use Rackspace and Azure servers, and we are tenants of theirs. Both data centre providers take data security seriously and have various certifications:

Rackspace:

<https://www.rackspace.com/en-gb/compliance>

Azure:

<https://azure.microsoft.com/en-gb/overview/trusted-cloud/compliance/>





### **Health and Safety during site work**

The overall governing factors to the approach taken for the Safety Requirements are detailed in the following requirements.

It is the responsibility of the FCS Installation Team to ensure that all personnel carrying out work on site comply with all of the access & egress requirements.

- FCS personnel will consist of trained operatives experienced in the work to be undertaken.
- FCS personnel will accept full responsibility for the on-site requirements of the role. They will attend any site meetings and will be required to report to Oak Park representatives all major items of concern.
- FCS personnel will at all times wear the appropriate Personal Protective Equipment (PPE) for the requirements.
- FCS personnel be medically fit & adhere to the relevant Health & Safety policy at all times.
- FCS will have in their possession, a mobile phone to enable emergency contact.

Personnel are to be trained and aware of manual handling, lifting techniques and proper operational use.

### **Preparation Prior To Work Starting**

The site area is to be cleared, as far as is reasonably practicable, of all debris, trip hazards etc.

Ensure all warning signs; barricades, etc are in place, where applicable prior to any works being undertaken.

On arrival at site, if prior to commencing or during work on site another contractor or persons are working or begin work in the same area, the FCS installation team must stop and obtain clarification that the additional work does not present a hazard. If in any doubt the individual must seek clarification of the Oak Park representative before resuming work.

If the site presents any significant differences to that which this method statement is based, the site personnel must make note any significant alterations to the method to be employed in carrying out the work checks.

Prior to the commencement of any site work the FCS Installation Team will:

- Ensure that all Oak Park requirements with respect to Health and Safety will be met
- Ensure that NO OPEN INSPECTION CHAMBER will be left unattended
- Ensure that all persons carrying out the work have been made fully aware of the requirements for safe working
- Familiarise oneself with the locations
- Ensure that the site is clear of debris that might impede movement
- Ensure all staff are equipped with and wear all required safety equipment
- Receive all relevant plans and documentation for the works to be undertaken



The FCS Installation Team will not permit any work to continue if there is a risk to health & safety. Any hazard that may come to light should be discussed with a competent person for health & safety.

### **Protective Clothing**

The installer shall ensure that appropriate protective clothing (PPE) is worn as required by local site legislation or as considered appropriate.

This will include safety footwear, leather gloves, hi visibility vest and eye protection.

### **Public Safety**

The installer will ensure that no members of the public are exposed to unnecessary risk as a consequence of undertaking work on site. Ensure appropriate signing and guarding is adhered to in order to protect personnel working on site and members of the public in the vicinity of the site.

- The needs of motorists, cyclists and pedestrians will be considered. Appropriate signing and sidewalk guarding will be erected to alert the public to the work being undertaken. All signs are to be checked before use to ensure that they are clearly visible and in good working order.
- If barriers are being used to control access to the site, they are to be correctly installed and appropriate for the purpose.
- Ensure that NO OPEN INSPECTION CHAMBER is left unattended.
- In order to minimise tripping hazards, ensure that all cables are correctly coiled and stored, and that all tools are kept in tool boxes that are placed away from walkways.

### **Risk Assessment**

Before starting work at each site, a Risk Assessment will be made to minimise Health & Safety risks to the installation team and others in the area.

- Ensure physical access to areas will not cause danger to others.
- Ensure no dangers are introduced by proposed site work actions.

### **Installation Work**

All equipment shall be inspected before and after use and a periodic recorded inspection taken and be deemed for purpose if not replaced.

### **Equipment Checklist**

- Safety equipment (including safety signs, standard first aid kit and portable mobile phone)
- Hand Tools (screw drivers, socket set, spirit level, fixing bolts, tape measure and pliers)
- Digital camera or PDA
- Manual Lifting Keys



## Site Survey

- Upon arrival at site, the Installation team will carry out a site-specific risk assessment of the work area and identify potential hazards, paying particular attention to the safe access to the logging point and any confined space requirements.
- If the site condition is untidy upon arrival take photographs and notify the Oak Park prior to commencing any work.
- Ensure that a safe working zone is creating by using appropriate signing, lighting and guarding whilst maintaining the safe movement of people and vehicles within close proximity.
- Ensure that all appropriate safety equipment and PPE is relevant to the site risk assessment and is in good condition.
- Take pre-installation photographs of the site.

## Installation of equipment

- Using the appropriate lifting equipment and following manual handling safe working practices remove covers, flooring or guards safely. When the apparatus has been removed ensure that the area surrounding the chamber is made safe by the use of barriers.
- Inspect the work area for obstructions and objects that may cause injury. Any objects which may cause harm must be identified prior to the operation. If the operation cannot be safely completed with the object in situ, then the job must be aborted and the Oak Park Representative informed.
- Enter the area, paying particular attention to means of access and egress.
- Check the cleanliness of the valve spindle to ensure good magnetic coupling of sensor
- Install the install the leak noise logger or leak detection sensor in accordance with the deployment application and software guide
- Take photographs of fittings and record details
- Commission and test the equipment



## **FCS Deployment App**

The FCS deployment app is for use by installers of logging equipment (a logger and any attached sensors). The loggers acquire measurement data, which is to be sent to the Omnicoll server for storage in its database. The server also requires details of where the logger is installed, so that it can link the data from the logger to an installation site. The entry of this information could be done by administrators of the Omnicoll server, but this would require the installer to make accurate records for the administrators to work from. The Deployment app is designed to help an installer acquire the relevant information about the logger and its installation site. Furthermore, the app can also directly update the server with these details automatically, thereby reducing the workload for the administrators and improving accuracy.

The app will speed up the administrative tasks that are part of the process of product deployment:

- Scanning the barcode of the product will allow instant device recognition.
- The location of the site that the logger is deployed to can be accurately recorded using the mobile phone to obtain a GPS location; this can show a map of the local area. Positioning a cursor onto the map (to show the site location) will capture the exact GPS coordinates.
- Address details are suggested; these can be revised if needed.
- All the other required details for the deployment can be entered into the app.
- The details are then used by the app to update the server.
- Data from the logger will be available to view earlier (without any delay from administrative processing of the site details).

The Deployment app does not need to communicate with the logger. However, certain tools that are used for logger setup (e.g., The IDT mobile phone app) may hand control over to the Deployment app following setup of the logger. Where the IDT (mobile phone app) is not being used, the Deployment app can be started manually from the icon on the mobile phone. The app can be pre-set by the user to suit the application of the logger installation.

The app will vary the data it collects during the installation, according to which of the pre-sets is selected.

The app can be employed for the following situations:

- Initial deployment of a logger (new installations).
- Replacing logger devices at a site (swapping logger devices).
- Removing a logger device and installing it elsewhere (moving a device).

## **Post Installation Procedure**

- Ensure that the leak noise logger, connection cables and antenna are secure.
- Program the logger as per manual / training.
- Take post installation photographs.
- Replace and cover, flooring or guards
- Clean up all equipment and tools used and store these safely within the vehicle prior to leaving site.
- Complete the commissioning test paperwork and log all necessary details of the installed equipment, including location identification, GSM signal strength etc as well as pictures of the completed install.
- Ensure that any chamber lids are securely closed to avoid any trip hazard.
- The installer shall ensure that all debris resulting from the works carried out is removed from the work area and disposed of in an area designated by Oak Park





## Pre-mobilization

We propose as soon as possible following contract award that a meeting is arranged between all stake holders. The purpose of the meeting will be to formalize introductions between both parties' key personnel and to finalize the Mobilization Plan, equipment delivery schedules, training requirements for Oak Park personnel, etc.

Following award of contract, prior to mobilization of resource and any site work/activities, FCS require a copy (hard or digital) of the GIS for the selected pilot area. This information will enable FCS to determine the exact location of each logger installation. Once we have reviewed the GIS and identified the location of the devices, we will provide the information to Oak Park. As per the instruction in the Request for Proposal (RFP) we will select hydrant control valves as the preferred location for the logger installation. To be able to execute the project to the timelines below we would require all of the proposed logger installation locations to be identified, marked and cleaned of any debris before installation.

Please note that the timeline for the mobilization plan below reflects a logger separation distance of 700ft. The plan can be modified pro rata if the logger separation distance is increased or decreased.

## 2 week mobilization plan (days)

Item No	Activity Description	1	2	3	4	5	6	7	8	9	10
1	Start Up Meeting										
2	Objectives Workshop										
3	Risk Assessment Workshop										
4	Operator training (Leak Noise Loggers)										
5	Leak Noise Logger installation and operator training										
6	Report generation and review										
7	Leak Noise Logger installation										
8	Operator Training (leak detection)										
9	Leak Detection										



Our proposed mobilisation plan is outlined below along with the high-level project plan timeline above.

#### 1. Start Up Meeting

It is proposed that a Start Up meeting be held between Oak Park and FCS before site work commences, facilitating face to face introductions and installation plan review.

#### 2. Objectives Workshop

It is proposed that an Objectives Workshop is conducted in conjunction with the Start Up Meeting. The purpose of the workshop is to reinforce Oak Park objectives for the project and align these with those of FCS and any other relevant stakeholders.

#### 3. Risk Assessment Workshop

The primary concern is that before starting work at each site, a Risk Assessment will be made to minimise Health & Safety risks to the installation team and others in the area. During the workshop Oak Park will outline their standard operating practices for field activities, providing FCS information on best practice.

#### 4. Operator training (Leak Noise Loggers)

Classroom training on all aspects of the Noise Logger Pilot Project to Oak Park operators and interested stakeholders. This will include detailed information on hardware and software operation.

#### 5. Device installation and operator training

Following the classroom session, practical on-site activities of device installation and Oak Park operator training will run concurrently. Knowledge transfer is vital to the success of the project so it is proposed that for the first two days of device installation that Oak Park operators accompany the FCS installation team. Training will be conducted on-site where the FCS installation team will give instruction on all aspects of device installation, programming, antenna location and troubleshooting. Considering the residential nature of the village we expect that under normal conditions our installation team would be able to install 40 loggers per day, however if training is conducted this reduces the number of loggers that can be installed to 10 per day. It is proposed that 20 loggers will be installed in the first two days of installation that combines training of Oak Park operators.

#### 6. Report generation and review

As part of the project, FCS will produce leakage and connectivity reports on a weekly basis or upon alarm. Leak information will be available from each logger the day following installation. Considering that following the initial installation and training 20 loggers will have been deployed a leakage and connectivity report will be compiled and reviewed with Oak Park operators. FCS has a department dedicated to report generation and administration of the PermanetWEB and Omnicoll Systems.



#### 7. Leak Noise Logger installation

Continuation of leak noise logger installation, expected number of loggers to be installed each day, 30-40 devices.

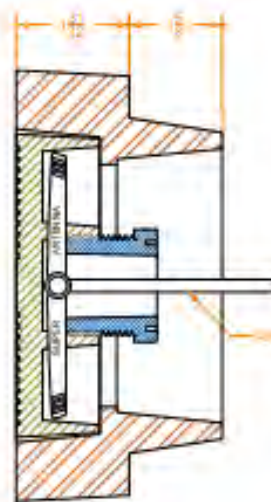
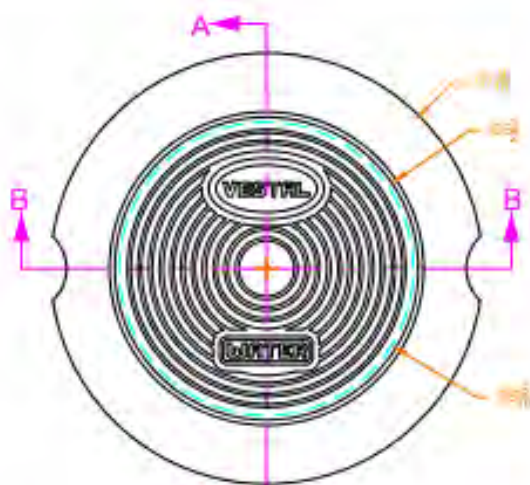
#### 8. Operator training (Leak Detection)

Classroom training on all aspects of the Leak Detection, review of leakage report and PermaNET WEB leakage information. On-site training on leak Detection.

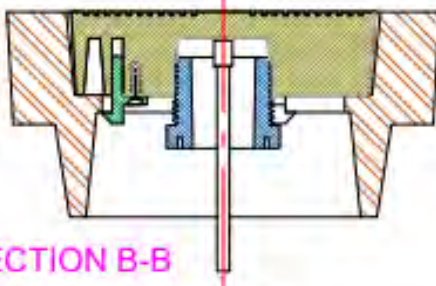
#### 9. Leak Detection

On-site work to follow-up leak locations identified by PermaNET System.

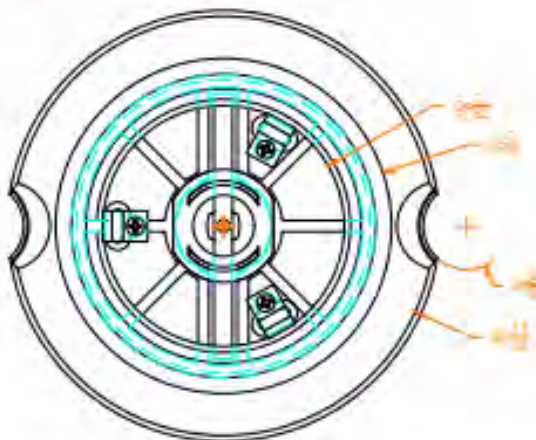




SECTION A-A



SECTION B-B



**CASTING NOTES:**

1. Made in Sweetwater, TN - USA
2. Material - ASTM A48 Class 30A Gray iron
3. Antenna Cover Material - Plastic
4. Coated with black foundry paint.
5. Casting weight - 17.5 lbs.
6. Part Number: 96102

**TOLERANCES:**

.X +/- .05  
.XX +/- .01  
.XXX +/- .005  
.XXXX +/- .0001  
ANGLES +1°

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Drawing Name:

**Donut Valve Box Lid Assembled with FCS Insert Kit**

Scale: **DO NOT SCALE**

Approved By:

Drawn By:

Date: **September 20, 2022**

**M Harper**

Property Of:



VESTAL Manufacturing Enterprises, Inc.  
176 Industrial Park Road  
Sweetwater, TN 37874

P-423.337.8125 Web: www.vestalmfg.com

Drawing Number:

**20220920-Antenna Adapt**

Sheet Number:

**1 of 1**





# PermaNET SU

## NB-IoT/4G LTE-enabled Correlating Noise Logger

PermaNET SU is the innovative new correlating noise logger from FCS.

Retaining the industry leading features of the PermaNET+ system, PermaNET SU combines a leak noise sensor and NB-IoT/4G LTE cellular telemetry technology into a compact single unit.

Designed specifically for smaller and more challenging installation environments, PermaNET SU is robust and durable.

PermaNET SU is fully compatible with PermaNET Web, the online data viewing and analysis platform, combining to provide map-based display, GIS interface and full audio and correlation facilities.



### Key Features and Benefits

- **Telemetry:** NB-IoT/4G LTE-based cellular communication standard
- **Sensor detection indicator:** daily check to confirm no sensor movement: alarm if a movement is detected
- **Single compact unit:** combines leak noise sensor and telemetry technology into a single compact unit
- **Robust and durable:** designed specifically for smaller and more challenging installation areas
- **Quick response:** enables leakage teams to respond quickly to specific locations when a leak is detected
- **Secondary validation:**
  - Aqualog - detailed noise histogram to reduce 'false positives'
  - Remote leak audio file recordings
  - Remote correlation to localize leak position
- **Fully waterproof:** the IP68 rating has been tested at 10m depth over a 24 hour period
- **Easy to use:** compatible with the Deployment app and can also be programmed through PermaNET Web
- **PermaNET Web software supports:**
  - Correlation
  - Map view
  - Aqualog
  - GIS Interface
  - Remote reconfiguration
  - Filtering
- **Easy to use:** compatible with FCS Deployment app. Select features can be programmed through PermaNET Web
- **External antennas:** for improved signal strength (contact FCS for more information)

### Applications

Once installed, leak data is calculated using the proven PermaNET algorithm, and data is transmitted via low cost NB-IoT/4G LTE cellular telemetry. This removes the requirement for expensive site visits and "drive by" data retrieval.

PermaNET SU transmits data through an integral modem with 4G LTE-M (Cat-1) and other NB-IoT cellular options available.

PermaNET SU allows leakage teams to monitor the status of each logger deployed from a map-based web dashboard using any internet enabled device.

Leaks are identified immediately. Once the presence of a leak has been identified, secondary measures can be used to verify and eliminate 'false positives' and correlate the position of the leak.

MONITORING ASSETS. DELIVERING DATA. BRINGING CONTROL

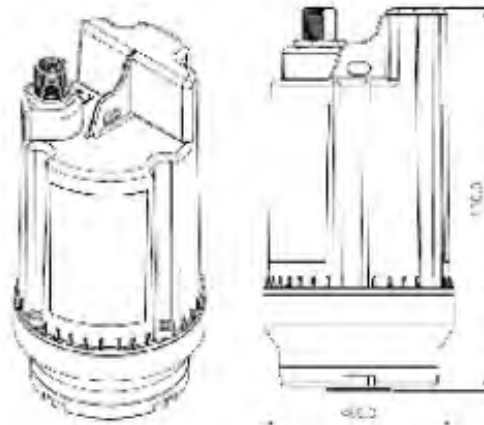
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# PermaNET SU

## Correlating Telemetry Noise Logger

Operating Temperature	-20 to 60°C (-5 to 140°F)
Memory	Primary recording: 1 million readings
Dimensions	Height = 120mm, Diameter = 60mm
Weight	700g (1lb. 8.7oz)
Ingress Protection	IP68 submersible
Antenna	Multiple external options - contact FCS for more information
Expected Battery Life	5 years (depending on settings and signal condition)
Internal Cellular Modem	Cellular modem supporting NBIoT/ LTE-M (Cat-1) - contact FCS for available options
Alarms	Leak/no leak Signal received/not received
Warranty	3-year limited warranty



## PermaNET Web

### Online Data Portal

PermaNET Web is a secure, web-based portal designed to support the PermaNET product range in the remote identification of network leakage.

Supporting acoustic correlation, leak detection and logger programming, PermaNET Web delivers connectivity with multiple loggers and provides the user with numerous ways to view and analyze collected data.



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DAT-155-0003-A  
01/29/2021

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## Key Benefits

- Collect data every 15 mins from many monitoring/measuring points
- Can cost up to 90% less than conventional data logging systems
- Compatible with existing infrastructure
- Reliable, accurate and convenient access to data
- Easy integration into existing network management systems
- Future proof system - easy to expand
- Integrate data from all your sites all over the world



Experts in  
**Wireless Technology**

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# OmniColl

**Fcs**  
Fluid Conservation  
Systems



## A Revolution in Low Cost Data Monitoring for network and in-building applications

### Transmitters

Are compatible with a wide range of monitoring and measuring points. Each transmitter has a 10-year battery life and an operating range of 1 mile (line of sight).



### Low Cost Monitoring

OmniColl is a modular based communications platform that can carry data from thousands of measurement points for multiple applications without the need for wiring or expensive communication charges. This makes it substantially more cost effective than conventional data logging systems.

### Network Applications

OmniColl transmitters are used to monitor flow, pressure and leak noise to determine network performance. The low cost of each transmitter combined with no SIM requirements means that easily more measurement points can be economically installed.

### In-Building Applications

In addition to transmitting data from water, gas and electricity meters, OmniColl can be used to monitor a wide range of additional in-building parameters including heat, steam, compressed air, temperature, humidity, vibration, ductile and movement.

### Innovative Technology

The OmniColl Network automatically collects data every fifteen mins over a secure RF network. Each WIS Data Concentrator can collect and manage data from many hundreds of individual transmitters, without the need for field programming. This significantly reduces the overall installation time by enabling new transmitters and repeaters to be quickly added to the network at any time.



### Repeaters

Can be used to rebroadcast data if the concentrator is out of range of the transmitters, extending the range by up to 1 mile.

## Log more for Longer for Less

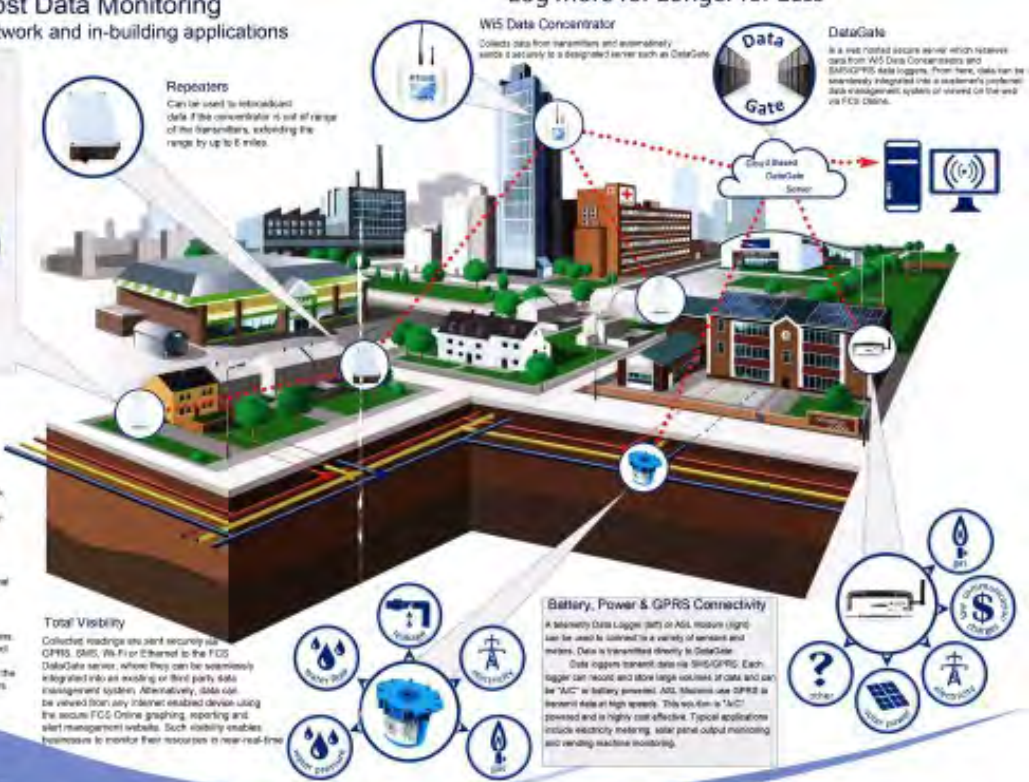
### WIS Data Concentrator

Collects data from transmitters and wirelessly sends it securely to a designated server such as DataGate.



### DataGate

Is a web hosted secure server which receives data from WIS Data Concentrators and SAMS/GPRS data loggers. From here, data can be seamlessly integrated into a customer's preferred data management system or viewed on the web via FCS client.



### Total Visibility

Collects readings via smart security via GPRS, GSM, Wi-Fi or Ethernet to the FCS DataGate server, where they can be seamlessly integrated into an existing or third party data management system. Alternatively, data can be viewed from any internet enabled device using the secure FCS Online graphing, reporting and alert management website. Such visibility enables transmitters to monitor their resources in near-real-time.

### Battery, Power & GPRS Connectivity

A Security Data Logger (part of AGS module) can be used to collect a variety of sensor and meter data. Data is transmitted directly to DataGate. Data loggers transmit data via SMS/GPRS. Each logger can record and store large volumes of data and can be "AC" or battery powered. AGS modules use GPRS in dormant mode or High speeds. This system is "AC" powered and is highly cost effective. Typical applications include electricity metering, solar panel output monitoring and vending machine monitoring.







# Touch Pro

## High Performance Correlator

Touch Pro is a market leading correlator that pin points the location of leaks. It represents an advance in leak detection technology through significant improvements in the leak noise processing path.

This provides improved performance, especially for the most difficult leak detection situations. These advances give the best performance in traditionally difficult conditions, such as on plastic or large diameter pipes.

Touch Pro features a high visibility full color VGA touch screen to greatly improve data entry and the quality of graphical presentation. The intuitive user interface enables the unit to be operated with a minimum of key presses, and the helpful step by step menu system easily guides the user through the correlation process.

### Key Features and Benefit

- **Improved results:**  
Faster and cleaner correlation results
- **High quality:**  
Upgraded long range telemetry
- **AFIS:**  
Automatic Filtering Intelligence system
- **High graphics:**  
Color VGA Touch screen
- **Simple:**  
Easy to use design
- **Portable:**  
Compact, portable design
- **Durable:**  
Robust construction
- **In case charging:**  
Single power lead
- **Resists high impact:**  
PC/ABS Casework



### Applications

Touch Pro features a high visibility full color VGA touch screen to greatly improve data entry and the quality of graphical presentation. The intuitive user interface enables the unit to be operated with the minimum key presses and the helpful step by step menu system easily guides the user through the correlation process.

The unique Automated Filtering Intelligence System automatically runs up to 55 different filter combinations on each correlation, checking the quality of the result and optimizing the filters until the best result is obtained. AFIS works with both live and pre-recorded correlation data, and makes manual filter setting a thing of the past by effectively building an "expert user" into the unit.

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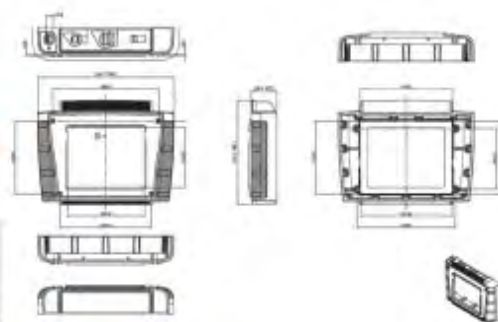


# Touch Pro

## High Performance Correlator

### Control

Filter Selection	Manual, FFT, Coherence and Tri Filter correlation, Pipe-data related default settings
Resolution	+ 0.1m
Display	High visibility full color VGA
Antennae	External antennae/magmount
Battery Type	12 hours (rechargeable in case)
Battery Life	Rechargeable lithium batteries, field replaceable
Type of keypad	Touch screen interface
Key Functions	<ul style="list-style-type: none"> <li>Enhanced low noise processing</li> <li>Improved radio system, low noise, long range</li> <li>New tuned hydrophone interface</li> <li>Automated filter intelligence (AFS)</li> <li>Combined correlation/survey mode</li> <li>Listen (acoustic survey)</li> <li>Frequency analysis</li> <li>Peak suppression</li> <li>User definable pipe types &amp; velocities</li> <li>Intuitive user interface</li> <li>In case charging</li> </ul>
Language	Selectable via menu
Operating software	MS Windows-CE embedded
Printer Output	USB to PC software-enabled printing
PC download	Via PC software, Windows compatible software
Dimensions	Height to top: 3.5" Width: 9.8" Depth: 7.0"
Weight	4.1 lbs
Operating Temperature	+5°F to +122°F
Environmental	IP65
Enclosure	High Impact PC /ABS plastic
Connectors	Military specification Amphenol-type
Diagnostics	Self-test and auto-calibration on power-on



### Sensor

Frequency response	d.c.- 5000Hz, High w/g
Environment	IP68, rubber shroud for shock protection
Connection	2m/3m/5m cables with strain relief military spec connector
Headphones	Available option with tunes auto gain interface

### Outstation

Radio Frequency	Local regulations apply
Connections	Headphones, external antenna, charging
Battery type	Rechargeable lithium batteries, field replaceable
Battery life	12 hours (rechargeable)
Antenna	External antenna
Dimensions	L 7.8" W 5.3" D 1.9"
Weight	1.91 lbs
Environment	IP65
Housing	High-impact PC/ABS plastic
Connectors	Military specification Amphenol

### Case

Digital	In case charging through mains 12V vehicle supply. Case indicates charging for all components
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# DXmic

## Ground Microphone

DXmic is the latest generation ground microphone from FCS. Building on the excellent reputation of the Xmic, the DXmic features touch screen operation and a wealth of new innovative features.

The DXmic has the highest sound quality and records leak noise data so that the position of leaks will be pinpointed quickly.

The device comes with a robust carry case which can also be used as a charging station for the device.



### Key Features and Benefit

- **Excellent audio:** Best in class sound quality
- **Durable:** Robust housing with carry strap fixings
- **Colour touch screen:** Clear multifunctional graphics and ease of use
- **Wireless capability:** For headphones or transfer of audio/configuration data to PC (Wireless or standard headphone options )
- **Frequency display:** For each analysis and filter setting
- **Flexible:** Auto and manual filters
- **Clear upgrade path:** Compatible with Xmic foot and handprobe sensor
- **USB capability:** For data transfer and firmware updates
- **Long battery life:** Li-ion cells with up to 15-25 hrs Battery life
- **User friendly:** Safety Noise Level cut off and leak noise isolation filters
- **Minimum level noise recording and display:** For effective pinpointing

### Applications

DXmic is the latest generation ground microphone, giving the highest sound quality for accurate location of leaks on site.

The latest digital features, such as frequency analysis and frequency shifting able use in the most challenging environments and in low frequency (plastic pipe) situations.

The colour touch screen makes the unit easy to use whilst enabling multiple signals and frequency displays.

Compatibility with Xmic sensors gives an upgrade path for existing HWM ground microphone users.

MONITORING ASSETS, DELIVERING DATA, BRINGING CONTROL

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# DXmic

## Ground Microphone

### Features

Frequency range	0 to 5000Hz
Battery life	Minimum 25 hours (with battery saving) 15 hours (constant)
Battery charge	Maximum 8 hours
Charger	Universal 110-240V AC mains charger with 12V DC output (Optional in car adapter) all items can be charged in case .USB socket for lead phone charging
Weight	600g (with batteries)
Temperature	Operating temperature range -15C to +50C
Dimensions	193H x 109W x 60D mm (7.5"H x 4.2"W x 2.3"D).
Keypad	Touch screen LCD
Display	5.0 inch TFT LCD color
Ingress protection	IP65
Headphone connection	Wireless or cable connection. With safety noise cut off
Headphones	Bluetooth linked or Studio quality headphones are supplied as standard Aviation quality headphones are available as an option
Rmic ground microphone	High sensitivity piezo-electric sensor mounted in windproof, nitrile rubber housing. Low noise 1.5m cable Weight: 2.9kg
Hand probe Attachment optional	The hand probe is supplied with a tripod foot and two aluminium probe rods for sounding in soft ground plus magnetic contact for better coupling to fittings each probe rod is 400mm in length
Displays	<ul style="list-style-type: none"> <li>- Filter selection with noise level indicator and frequency analysis</li> <li>- Minimum level profiling</li> <li>- Device settings</li> </ul>



Fluid Conservation  
Systems

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### Fluid Conservation Systems

502 TechneCenter  
Drive Suite B Milford,  
OH 45150

Tel: 513-831-9335  
Fax: 513-831-9336  
Email: [sales@fluidconservation.com](mailto:sales@fluidconservation.com)

MONITORING ASSETS, DELIVERING DATA, BRINGING CONTROL

[www.fluidconservation.com](http://www.fluidconservation.com)



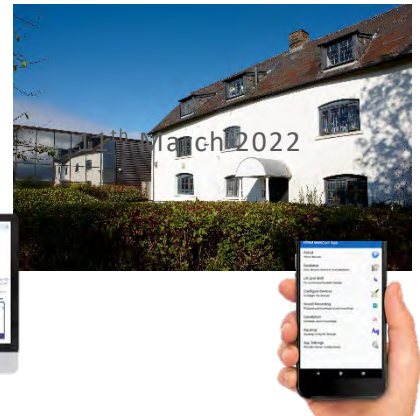


**HWM-Water Ltd**  
Ty Coch House  
Llantarnam Park Way  
Cwmbran  
NP44 3AW  
United Kingdom

**Tel:** +44 (0) 1633 489 479  
**Fax:** +44 (0) 1633 877 857  
**Web:** [www.hwmglobal.com](http://www.hwmglobal.com)



## HWM Company Profile



## COMPANY DESCRIPTION

At HWM we design and manufacture monitoring and telemetry equipment for **the clean** water, wastewater, and gas networks, together with telemetry AMR and facilities optimisation products.



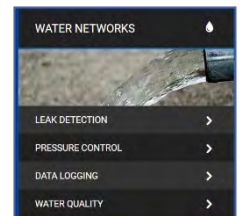
Our primary focus for over 40 years has been clean water and network distribution system monitoring, however in the last few years we have expanded into new sectors which include gas, water and electricity meter consumption, gas network monitoring and sewer, river and flood monitoring. Our solutions have had a significant impact in helping our customers save time, effort, natural resources, energy and cost.





# HWM PRODUCT RANGE

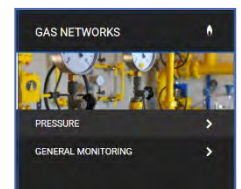
**Water Network Monitoring** - Flow, pressure, and other parameters, battery powered telemetry monitoring, pressure control and leak detection.



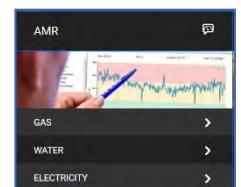
**Waste Water Monitoring** - Level, flow, and other parameters monitoring via Intrinsically Safe (ATEX) rated battery-powered telemetry equipment.



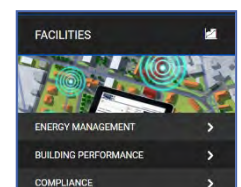
**Gas Network Monitoring** - Network monitoring, Regulation station monitoring and Gas flow monitoring via Intrinsically Safe (ATEX) rated battery-powered telemetry equipment.



**Automatic Meter Reading** - Water, Gas and Electricity.



**Facilities Optimisation** – That covers Energy monitoring, building performance, Temperature, Humidity, CO2 Legionella compliance and lab facilities monitoring.





HWM incorporates the successful product ranges of Palmer, Radcom and Radio-Tech to produce some of the world's most (innovated and ) advanced, accurate and easy to use wireless monitoring and measuring equipment.

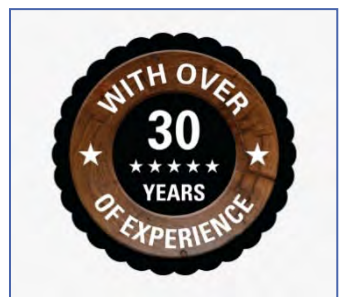


Our manufacturing facilities and head office are based in the UK, with a sister company [ASL](#) based in Northampton. We also have offices in the USA (where the company is branded as [FCS](#)) and in [China](#).



## TOTAL SOLUTIONS

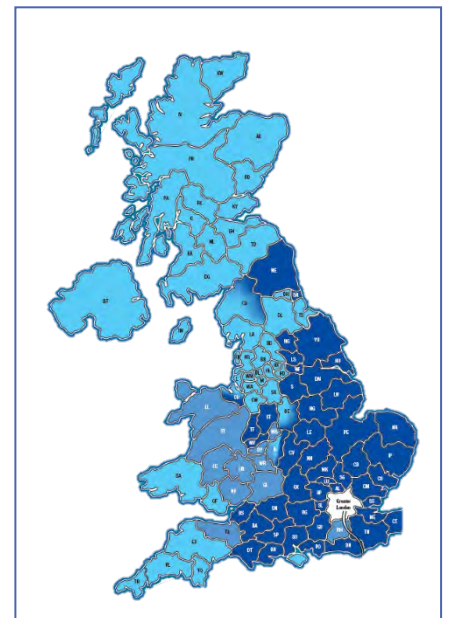
Our combined experience, technical expertise and unrivalled technology have made us a world leaders within the water and energy management industries with a reputation for innovation, quality and service. With over thirty years experience we are committed to delivering an outstanding return on our customers investment in utilities, contractors, consultants and facilities managers.



HWM can offer the complete turnkey solution including installation, data delivery exports and viewing platforms, enabling reliable meter reading and energy management.

## OUR CUSTOMERS

Our customers include most major UK utility providers, facilities managers and numerous large scale export projects. We are delighted to be framework suppliers for most UK water companies and many commercial organisations.





# GLOBAL DISTRIBUTION NETWORK

Throughout our history, we have established solid working relationships with strategic **global** partners and distributors.

We currently have an international distribution network of authorised distributors that cover all continents. Our distributors are trained to provide our international customers with the same high standards of service and support that we offer in the UK. Our products are used successfully throughout the world in many different climates and conditions.



With customer satisfaction at the heart of our core values, we invest heavily to ensure that our products are well supported through both direct and indirect channels, no matter where in the world they are used. Working within this proven business model, we have been able to foster a close and personal understanding of our customers' needs and market demands, which helps shape the direction of our business **going forward**.

# COMMITTED TO INNOVATION

HWM has a proven commitment to innovation. We produce some of the world's most advanced, accurate and easy to use water and energy management equipment, and invest heavily in our Research and Development departments to ensure that our customers continue to receive the ~~best~~ **latest** available technology and the finest quality design at the lowest possible cost.



# QUALITY ASSURANCE

HWM operates to internationally recognised Quality Management Systems This provides a framework for controlling the impacts of our activities, products and services on the environment.

We have a documented Quality Management System and are ISO 9001 registered. We also have a documented Environmental Management System and are ISO 14001 registered. These provide a framework for controlling the impacts of our activities, products and services on the environment, and enable us to continually improve our performance in this important area.



HWM is committed to providing the highest possible standards of service from design to production and customer support. We aim to deliver outstanding customer satisfaction by supplying products that are designed “fit for purpose” - rugged and robust for intensive field use.

# SERVICING CARE

Our commitment to quality does not end with a successful purchase. We provide comprehensive after sales care to ensure that capital investment continues to deliver excellent results for many years to come.



Our equipment is warranted by HWM to be free from defects in materials and workmanship, and we provide a dedicated Technical Support Helpline, extended warranty options and a commitment to support the repair and maintenance of products for a minimum of ten years from the purchase date of the equipment.



# TRAINING

At HWM we recognise that, in addition to producing quality products, the skill of the operator is also vital to achieve the best possible results. Consequently, we place a high priority on training and offer a wide range of courses which can be tailored to customer specific requirements and run all over the world.

We have a fully equipped purpose-built training facility in the UK which includes a flow flume, pressure rig, level tank and leak test site pressure on which delegates can improve their “hands on” skills whilst working in supervised, realistic conditions. The result is improved efficiency, greater confidence and cost savings.

Our client list includes utility companies, leakage survey contractors, industrial companies, civil engineering contractors and many others.

We provide training in all aspects of water management including an introduction to leak detection, data logging, pressure control, noise correlation, step testing, permanently installed leak monitoring systems, rapid area leak surveys and flowmeters. We can also tailor courses to your own specific requirements. Please click [here](#) for more information

## A HALMA COMPANY

HWM-Water Ltd is a Private Limited Company and wholly owned subsidiary of [Halma Plc](#), a UK based business listed on the London Stock Exchange and a constituent of the FTSE 100 Index.

Halma is a global group of life-saving technology companies with a clear purpose to grow a safer, cleaner, healthier future for everyone, every day.



Training & Support

HWM offer a range of training solutions. These can be based in the classroom, in the field or online. If required, HWM can now offer practical training sessions using our state-of-the-art indoor test rig at our facility in Cwmbran. In addition to our outdoor test site which includes various chambers, pipe, etc.



**Training Locations & Materials**  
**Classroom & Training Rig/Flume (HWM Cwmbran)**

HWM a production & service facility in Cwmbran offers a fully equipped training room. We've also recently opened our new training rig and test flume which allows us to simulate network conditions in the laboratory and demonstrate our solution in a controlled environment. This is in addition to our external test area with buried pipe materials and multiple access chamber options. We would normally start by giving an overview of the solution before moving to the device configuration and operation. Attendees will be given access the HWM Support website and encouraged to download and install the PC Software or mobile Apps need for hardware setup or project management. Any problems with the installation or general configuration of the software will be addressed by the HWM trainer or by dedicated HWM IT support staff. Once familiar with the operating principles, we would move to the test rig for a live demonstration. Training notes and manuals would be provided in paper or electronic format. The facilities normally allow for a group of up to 15 people to attend these sessions which would normally require 1 day to complete.



Date: 28/01/2021  
Doc. ID: 0104  
Owner: James Thorne  
Page 1 of 5



Halma Plc  
100 Finsbury Avenue, London EC2A 3DF  
(Incorporated in England) Registration No. 20460201





# OUR HISTORY

Date	Event
1979	Reten Acoustics develops a range of industrial sound level meters and analysis equipment for the water industry.
1984	Radcom develops a market leading range of data logging and environmental monitoring equipment.
1985	Reten Acoustics creates one of the first truly portable leak correlators (the RA9851)
1988	Palmer develops the first MicroCorr correlator.
1991	Reten Acoustics moves its operation from Newport, UK to a new production facility adjoining a sixteenth century former farmhouse in Cwmbran, UK. Their product range now includes Elan and Aquatec correlators and the MAST step testing system.
1993	Radio-Tech begins selling low power radio technology solutions to the water industry
1994	Radio-Tech diversifies into other sectors to create innovative electronic point of sale, temperature monitoring and meter reading solutions.
1995	Wessex Electronics Consultants begins to manufacture data logging and pressure control equipment.
1995	Reten Acoustics and Palmer merge to become Palmer Environmental Ltd
1995	Production of Palmer products moves from Great Yarmouth to the Reten factory in Cwmbran, UK
1995	Radio Tech develops the concept of the transparent modem – to satisfy the need of real time data transport without the traditional buffer delay
1999	Palmer launches the ground breaking Permalog leak noise logger, quickly hailed as the most significant advance in leak detection since the correlator.
2000	Palmer acquires Wessex Electronics Consultants
2000	Production of Wessex equipment moves from Romsey to the Palmer factory in Cwmbran, UK
2000	<a href="#">Palmer begins the international marketing of the ControlMate pressure controller.</a>
2000	<a href="#">Palmer acquires Fluid Conservation Systems (based in Ohio, USA)</a>
2001	Palmer introduces the first fully digital leak correlator system, the MicroCorr Digital
2003	Palmer and Radcom become sister companies within the Halma group, and Palmer begins to actively promote Radcom products.
2003	Palmer launches the Xmic ground microphone with minimum level profiling and a graphical display for improved accuracy and ease of use.
2004	Radcom launches the ground breaking ultrasonic level measurement device SonicSens
2005	Radio-Tech pioneers long range integrated radio technology and obtains an exclusive operating frequency at 153.1 MHz
2006	Radio-Tech joins the Halma group
2007	Palmer and Radcom begin to promote themselves jointly as Halma Water Management
2010	Palmer and Radcom officially merge to become HWM-Water Ltd.
2010	Production of Radcom products moves from Romsey to the Palmer factory in Cwmbran, UK
2010	HWM launches Datagate, a secure web hosted data server designed to handle large volumes of SMS/GPRS traffic from Radcom data loggers
2010	HWM launches the world's first touch screen correlator, the MicroCorr Touch
2011	Radio-Tech becomes part of HWM-Water Ltd.
2011	Production of Radio-Tech products moves from Harlow, UK to the HWM factory in Cwmbran, UK
2013	<a href="#">ASL Holdings becomes part of HWM-Water Ltd</a>



# PermaNET

## References - March 2021

The following is a selection of references for our PermaNET SU and PermaNET+ products:



**Telemetry:** NBloT/LTE-M based cellular communication with fallback 2G capability

**On-screen tracking:** works in conjunction with Google Maps and PermaNET Web

**Precise logging:** establish noise profile for immediate leakage alarm and rapid response

### United Kingdom



### Europe

Croatia - Hydro Luka  
Croatia - Vodovod Pula d.o.o.  
Cyprus - Limassol  
Denmark - Copenhagen Water  
Denmark - Lelf Koch  
Finland - Verlatek Oy  
France - City of Montpellier  
France - City of Roman  
France - City of Saint Chamond  
France - Hydreka  
Italy - HANS BRAND Srl  
North Macedonia - Jutilitek  
Poland - Złote Runo Sp.  
Romania - SC Envirotronic  
Spain - Aguas De Alicante  
Spain - Ansa  
Spain - Aquaguest Ciudad Real  
Spain - Canal Isabel II  
Spain - Egevasa  
Spain - Emuasa  
Spain - Evsa  
Spain - Gestagua  
Spain - Meri Iberica  
Spain - Sercomosa  
Spain - Sorea  
Sweden - Vretmaskin

### North America

Arizona - Gilbert  
California - Contra Costa  
California - East Bay Municipal Utility  
California - LA Dept. of Water and Power  
California - Vallejo  
Florida - Miami-Dade  
Georgia - Griffin  
Indiana - Indiana American Water  
New York - American Water  
Pennsylvania - Lehigh County  
Pennsylvania - PAAW  
Tennessee - White House Utility

### Middle East

Dubai - Dubai Electricity and Water Authority  
Jordan - Ministry of Water and Irrigation

### Africa

Morocco - City of Fès  
Morocco - City of Marrakech  
Morocco - City of Rabat

### Asia/Australia

Australia - Queensland Urban Utilities  
China - Foshan City, Guangdong Province  
China - Hangzhou City, Zhejiang Province  
China - Hefei Water  
China - Jiaxing City, Zhejiang Province  
China - Jiangling City, Jiangsu Province  
China - Lhasa City, Tibet Province  
China - Macao Water  
China - Nanyang City, HeNan Province  
China - Sanya City, Hainan Province  
China - Shanghai Water  
China - Sihong City, Jiangsu Province  
China - Wuhan City, Hubei Province  
China - Yanji University  
China - Yantai Wanhua  
China - Zhengzhou City, HeNan Province  
Hong Kong - Water Supplies Department  
Malaysia - A/S

MONITORING ASSETS, DELIVERING DATA, BRINGING CONTROL



Fluid Conservation Systems  
502 Techn Center Drive  
Suite B  
Milford, OH 45150

Tel: (513) 831-9335  
Fax: (513) 831-9336  
E-mail: sales@fluidconservation.com  
Web: www.fluidconservation.com







## **Fluid Conservation Systems Permanent SU Project References**

Paulo Cervantes  
**Miami-Dade Water and Sewer Dept**  
Leak Detection Equipment Specialist  
Ph. 305-992-9623  
Email: [paulo.cervantes@miamidade.gov](mailto:paulo.cervantes@miamidade.gov)

Dave Annarumo  
**Pennsylvania American Water**  
Manager of Operations - EAM Operations Western PA – Project Management  
Ph. 412-965-3382  
Email: [david.annarumo@amwater.com](mailto:david.annarumo@amwater.com)

Casey LeBlanc  
**East Bay Municipal Utility District**  
Senior Civil Engineer | Operations & Maintenance Support Department  
Ph: 510-287-0567  
Email: [casey.leblanc@ebmud.com](mailto:casey.leblanc@ebmud.com)



Midwest Meter, Inc  
P.O. Box 318  
Edinburg, IL 62531  
Phone: 1-800-834-4746  
Fax: (217) 623-4216



## Quotation

### Customer

Name Village of Oak Park  
Address  
City State IL ZIP  
Phone

### Misc.

Date 9/22/2022  
Terms Net 30  
Delivery Various  
FOB

Qty	Description	Unit Price	TOTAL
<b>PHASE I</b>			
<b>Permanet SU Cellular PILOT Leak Detection System</b>			
1	Permanet SU Training and PermaNET Web Software Installation and Training	\$4,900.00	\$ 4,900.00
215	Permanet SU Cellular Intelligent Leak Noise Logger includes: -700 ft Spacing -Antenna PN #AER8017 -Tether PN #CABA4255-3 -Leak Indication Reporting -Connectivity Reporting	\$729.00	\$ 156,735.00
1	Cost of additional logger  * Loggers installed every other hydrant ( Approximately 700 feet )	\$729.00	
215	Special Order 5.25" Lid with Poly Insert with brackets for Permanet SU	\$75.00	\$ 16,125.00
215	Cellular Airtime PN#AIRVERIZONUSA1MB-1	\$150.00	\$ 32,250.00
215	PermaNET Web Software Viewing Hosting <i>*Includes IoT Connectivity Continuous Monitoring - Report Sent Weekly</i>	\$40.00	\$ 8,600.00
<b>Permanet SU Installation</b>			
215	Installation Per Permanet SU Logger	\$85.00	\$ 18,275.00
1	Cost per occurrence of FCS Leak Detection Team Field Work ( 2 days )	\$2,800.00	
<b>Field Leak Detection Equipment and Training</b>			
1	3 Day Leak Detection Theory and Field Equipment Training	\$3,900.00	
1	FCS Tricorr Touch Correlator	\$23,900.00	
1	FCS D-XMIC Ground MIC - Survey Tool	\$4,950.00	
<b>Freight and Prep</b>			
			\$ 1,975.00
<b>Total</b>			<b>\$ 238,860.00</b>

### Sales Rep

Name *Tim O'Connor*



Midwest Meter, Inc  
P.O. Box 318  
Edinburg, IL 62531  
Phone: 1-800-634-4746  
Fax: (217) 623-4216



## Quotation

### Customer

Name Village of Oak Park  
Address  
City State IL ZIP  
Phone

### Misc.

Date 9/22/2022  
Terms Net 30  
Delivery Various  
FOB

Qty	Description	Unit Price	TOTAL
<b>PHASE 2</b>			
<b>Permanet SU System Wide Cellular Leak Detection System</b>			
599	Permanet SU Cellular Intelligent Leak Noise Logger includes: -700 ft Spacing -Antenna PN #AER8017 -Tether PN #CABA4255-3 -Leak Indication Reporting -Connectivity Reporting  * Loggers installed every other hydrant ( Approximately 700 feet )	\$699.00	\$ 418,701.00
1	Cost of additional logger	\$699.00	
814	1 Battery Replacement Per Logger  * Loggers installed every other hydrant ( Approximately 700 feet )	\$195.00	\$ 158,730.00
599	Special Order 5.25" Lid with Poly Insert with brackets for Permanet SU	\$68.00	\$ 40,732.00
814	5 Year Cellular Airtime PN#AIRVERIZONUSA1MB-1	\$150.00	\$ 122,100.00
814	5 Year PermaNET Web Software Viewing Hosting <i>*Includes IoT Connectivity Continuous Monitoring - Report Sent Weekly</i>	\$200.00	\$ 162,800.00
<b>Permanet SU Installation</b>			
599	Installation Per Permanet SU Logger	\$85.00	\$ 50,915.00
1	Cost per occurrence of FCS Leak Detection Team Field Work ( 2 days )	\$2,900.00	
<b>Field Leak Detection Equipment and Training</b>			
1	3 Day Leak Detection Theory and Field Equipment Training	\$3,900.00	
1	FCS Tricorr Touch Correlator	\$23,900.00	
2	FCS D-XMIC Ground MIC - Survey Tool	\$4,950.00	
<b>Freight and Prep</b>			
			\$ 4,200.00
<b>Total</b>			<b>\$ 958,178.00</b>

### Sales Rep

Name *Tim O'Connor*



VILLAGE OF OAK APRK: REQUEST FOR PROPOSALS (RFP)  
PROJECT 22-124, WATER DISTRIBUTION LEAK DETECTION SYSTEM  
SECTION IV  
PROPOSAL FORM: B

	PILOT PROGRAM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
Number of Sensors	215	599					
Cost of Sensors	156735	418701					418701
Number of Valve Box Composite Lids	215	599					
Cost of Valve Box Composite Lids	16125	40732					40732
Cost per Additional Logger	729	699					
Cost for Training Village Staff	4900	NA					
Sensor Installation Cost	18275	50915					50915
Software Start-up Cost	Included	NA					
Freight Shipping Cost	1975	4200					4200
Battery Replacement Cost	NA					158730	158730
Telecommunication Cost (Define) Cellular and Software	40,850	56980	56980	56980	56980	56980	284900
Other Costs (Define)							
Cost for Ground-Detection Team to pinpoint Leak (EACH OCCURRENCE) 2 days	2800						
PILOT PROGRAM COST:	232,410						
PROJECTED ANNUAL COST:		571,528	56980	56980	56980	215,710	958,178

This Proposal is offered for acceptance by the Village of Oak Park within ninety (90) calendar days from the date of opening. The Proposal has read and agree to all terms, conditions, and specifications of this RFP.  
\* Permitted loggers, lids, and affiliated equipment will ship 10-12 Weeks after order is placed

Company Name: Midwest Meter, Inc.  
Printed Name: Timothy W. O'Connor  
Signature: *Timothy W. O'Connor*  
Date: 9-23-22  
E-Mail: toconnor@midwest-meter.com  
Phone: 630-897-8559

Notes:



SECTION IV  
PROPOSAL FORM: A

This Proposal is offered for acceptance by the Village of Oak Park within ninety (90) calendar days from the date of opening. The Proposer has read and agrees to all terms, conditions, and specifications of this RFP.

Proposal for: Project 22-124; Water Distribution Leak Detection System

This Proposal is offered for acceptance by the Village to enter into an agreement, for the Proposer to provide the described system for a Pilot Program period of six (6) months, with the possibility of entering into a second agreement to complete Phase 2, as described in this RFP, at the completion of the Pilot Program. The issuance of this contract does not guaranty the issuance of any subsequent agreement(s). The Proposer agrees to honor all portions of their proposal for a period of no less than ninety (90) days after the completion of the Pilot Program. The decision to authorize the execution of an agreement for the work and services related to Phase 2 shall be solely reserved to the Village.

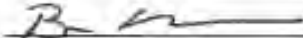
Lump Sum Cost for Pilot Program:

\$ 238,860

Lump Sum Cost for Phase 2 – Total Five-Year Cost (Do Not Include Cost for Pilot Program):

\$ 958,178

Company Name Midwest Meter, Inc.

By   
(Signature)

Printed Name Ben Morman

Title President

Email bmorman@midwest-meter.com

Company Address P O Box 318 – 200 E Franklin St.

Edinburg, IL 62531-0318


Date of Bid 9-22-22

Telephone # 217-623-4064



**SECTION V**  
**PROPOSER CERTIFICATION**

Ben Morgan, as part of its Proposal on an agreement for Water Distribution Leak Detection System for the Village of Oak Park, hereby certifies that said Proposer selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to Proposing Requirement.

  
(Authorized Agent of Proposer selected)

Subscribed and sworn to before me this 2nd day of September, 2022.

  
Notary Public's Signature

- Notary Public Seal -





**SECTION VI**  
**TAX COMPLIANCE AFFIDAVIT**

Ben Morman, being first duly sworn, deposes and says:  
that he/she is President of  
(partner, officer, owner, etc.)  
Midwest Meter, Inc.  
(Proposer selected)

The individual or entity making the foregoing Proposal or Proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

Ben Morman  
By: Ben Morman  
Its: President

Midwest Meter, Inc.  
(name of Proposer if the Proposer is an individual)  
(name of partner if the Proposer is a partnership)  
(name of officer if the Proposer is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 2nd day of September, 2022.

David M. Luttrell  
Notary Public's Signature

- Notary Public Seal -





**SECTION VII**  
**ORGANIZATION OF PROPOSING FIRM**

Please fill out the applicable section:

**A. Corporation:**

The Consultant is a corporation, legally named Midwest Meter, Inc. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President Ben Norman

Secretary David M. Luttrell

Treasurer David M. Luttrell

Registered Agent Name and Address: Don Luttrell - 15 Linden Lane - Springfield, IL 62712

The corporation has a corporate seal. (In the event that this Proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**B. Sole Proprietor:**

The Consultant is a Sole Proprietor. If the Consultant does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Consultant is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The Consultant is a Partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

_____ Signature	_____ Signature
--------------------	--------------------

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner



**SECTION VIII**  
**COMPLIANCE AFFIDAVIT**

I, Ben Morgan, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) President of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreeing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A. 702.

Signature: B Morgan

Name and address of Business: Midwest Meter, Inc. - 200 E Franklin - Edinburg, IL 62531-0318

Telephone 217-623-4064 E-Mail bmorgan@midwest-meter.com

Subscribed to and sworn before me this 2nd day of September, 2022

Notary Public

- Notary Public Seal -

David M. Luttrell



<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the agreeing business entity; (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreeing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreeing business entity.



**SECTION IX**  
**M/W/DBE STATUS AND EEO REPORT**

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. For assistance in completing this form, contact the Public Works Department at 708-358-5700.

1. Consultant Name: Midwest Meter, Inc.
2. Check here if your firm is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
  - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
  - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
  - ☒ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
- 33 Number of full-time employees
- 0 Number of part-time employees
4. Similar information will be requested of all sub-Consultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: B. L.

Date: 09-02-2022



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**SECTION I**  
**REQUEST FOR PROPOSALS (RFP)**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Water Distribution Leak Detection System**  
**Project No. 22-124**  
**Issuance Date: August 17, 2022**

The Village of Oak Park (Village) will be accepting Proposals from qualified companies to implement an introductory acoustical monitoring leak detection system on its water distribution system. The Public Works Department will review and evaluate the proposals. Any agreement awarded as a result of this Proposal will be executed by the Village Manager as authorized by the Village Board.

Proposals will be accepted at the Oak Park Public Works Center, 201 South Blvd., Oak Park, IL 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., until 3:00 p.m. local time on **Thursday, September 15, 2022**.

Specifications and Proposal forms may be obtained at <http://www.oak-park.us/bid> or by calling the Public Works Center at 708.358.5700.

There will not be a formal “bid opening” for the contract. Electronic signatures will be accepted on all documents.

The Village Board reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. Information is available from Orlando Velasquez, Senior Pumping Station Operator at 708.358.5749 or [Ovelasquez@Oak-Park.US](mailto:Ovelasquez@Oak-Park.US).

**Submission of Proposals:**

Proposals shall be submitted on the Proposal Form included herewith. Proposals shall be submitted on official company letterhead. The proposal shall be submitted in a sealed envelope marked “**Project #: 22-124; Water Distribution Leak Detection System**”, shall bear the return address of the proposer, and shall be addressed as follows:

To: Michael Bills  
Water & Sewer Superintendent  
Department of Public Works  
201 South Blvd.  
Oak Park, IL 60302

Do not detach any portion of this document. Upon formal award to the successful Consultant, a written agreement will be executed for the Project in substantially the form attached.



**SECTION II**  
**PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Proposal**

The proposal must be submitted on the forms furnished and delivered to the Public Works Department by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of the post-marked time on the envelope. All blank spaces on the proposal form must be completed if applicable. The proposal must be signed by an authorized officer of the Consultant entity. The proposal is contained in this document and must remain attached thereto when submitted.

**Award of Contract**

The Village will select a Consultant it determines most advantageous, considering cost, demonstrated competence, integrity, capacity to perform the services, and other qualifications for the type of services required. The Village also reserves the right to reject all proposals, to waive technicalities, and to accept any item of any proposal unless the Consultant includes a restrictive limitation. The Village may choose to inspect, investigate and interview proposers before making a selection.

**Notice to Proceed**

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village. All work shall be completed in accordance with the detailed specifications set forth herein this document.

**Costs of Preparation**

The Village will not be responsible for any expenses incurred in preparing and submitting a Proposal or entering into the applicable Agreement.

**Consultant's Certification**

Consultants and all proposed subConsultants must complete the Consultant Certification in Section VIII of this RFP. If the Consultant submits a false certification, the Village will disqualify the Consultant from contracting, or if a contract has already been executed, it will be deemed void. If the false certification is made by a subConsultant, then the Consultant's submitted bid will not be declared void if the Consultant terminates the subcontract upon the Village's request after a finding that the subcontract's certification was false.

**Taxes not Applicable**

The Village of Oak Park, as a municipality, pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should not be included in price quotations.

**Compliance with Applicable Laws**

The Proposer will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.



**Withdrawal of Proposals**

Any Consultant may withdraw its Proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of Proposals, by signing a request therefore. No Consultant may withdraw or cancel its Proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of Proposals. The successful Consultant may not withdraw or cancel its Proposal after having been notified that the Proposal was accepted by the Village Board of Trustees.

**Investigation of Consultants**

The Village will make such investigations as are necessary to determine the ability of the Consultant to fulfill Proposal requirements. If requested, the Consultant should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Proposals. In addition, the Consultant shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Proposal. The Village reserves the right to visit and inspect the premises and operation of any Consultant.

**Rejection of Consultant**

The Village will reject any Proposal from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Proposal from a Consultant that failed to satisfactorily complete work for the Village under any previous agreement.

**Conditions**

Consultants are advised to become familiar with all conditions, instructions and specifications governing the work. Consultants shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Proposal.

**Governing Law**

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

**Subletting of Agreement**

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Consultant's Proposal. In no case shall such consent relieve the Consultant from its obligations or change the terms of the Agreement.

**Fees and Cost**

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.



### **Interpretation of Agreement Documents**

Any Consultant with a question about this Proposal may request an interpretation thereof from the Village no later than 8:00 A.M. on Wednesday August 31, 2022. If the Village changes the Proposal, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will post the Addenda on the Village website no later than 1:00 P.M. on Wednesday September 7, 2022. All Proposers will be responsible to check for any addenda. The Village will not assume responsibility for receipt of such addenda. In all cases, it will be the Consultants responsibility to obtain all addenda issued. Consultants will provide written acknowledgment of receipt of each addendum issued with the Proposal submission on the sealed bid envelope. Questions should be emailed to [OVelasquez@Oak-Park.US](mailto:OVelasquez@Oak-Park.US), with "Project 22-124" as the subject.

### **Minority Business and Women Business Enterprise Requirements**

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Consultants and sub-Consultants to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

### **Agreement**

The selected Proposer shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Consultant and returned within ten (10) calendar days after the Agreement has been mailed to the Consultant. The Consultant shall execute three copies of the Agreement. One fully executed copy will be returned to the Consultant. See Section XI for a sample copy of the agreement.

### **Fees and Cost**

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

### **Dispute Resolution**

The Village of Oak Park does not agree to mandatory arbitration of any dispute. All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this Paragraph M will be deemed per se invalid.

### **Familiarity with Scope of Services, Terms Conditions and Requirements**

Consultants shall familiarize themselves with the full contents of this RFP and all conditions which affect their proposal or ability to complete the contract. Once a proposal has been submitted, the Consultant's failure to have read and understand all the conditions, instructions and specifications of this Request for Proposals shall not be cause to alter the terms of the contract or bid.

### **Defaulted Consultants**

The Village of Oak Park will not award a contract to any person or entity that has breached or failed to perform under any contract with the Village or which owes any debt to the Village.



**No Collusion**

The Consultant must disclose any person, firm or entity that has an interest in this contract, including subConsultants. If at any time it shall be found that Consultant has colluded with any other person, firm, or corporation in procuring this Contract, then Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

**Village of Oak Park Logo or Likeness Use**

The official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.



### **SECTION III**

#### **DETAILED SPECIFICATIONS**

The Village is seeking proposals from qualified companies to design, implement, and install a complete, acoustic-sensing, device-based leak detection system. The proposed system will be used on a designated portion of the Village's water distribution system. The Pilot Program will have a duration of six (6) months.

#### **A. Proposed Pilot Program Description**

The intention for the proposed system is to aid the Village in the prompt discovery of all types of distribution system leaks within the designated portion of the Village's distribution system.

The intention of this Pilot Program is to allow the Village to establish a potentially long-term, collaborative relationship with and, confirm the effectiveness of vendors and their systems. The results of the Pilot Program shall be used to potentially launch a future, large-scale, Village-wide leak detection system.

**The Village seeks to enter into an agreement with a company to provide the system, described in this RFP, for a Pilot Program period of six (6) months, with the option of entering into a subsequent agreement to complete the system for the Village's entire water distribution system, at the completion of the Pilot Program; this option shall be known as Phase 2, hereafter. Issuance of this contract does not guaranty the issuance of any subsequent agreement(s). Alternatively, at the conclusion of the Pilot Program, at the Village's sole discretion, the Village may choose to end the services rendered by the selected contractor for the Pilot Program; in which case, the contractor shall remove all hardware, equipment, software, and data, associated with the execution of the Pilot Program and RFP.** Any subsequent agreement(s) made between the Village and contractor shall be as a result of Village Board approval.

This Pilot Program shall run concurrently with the Village's Semi-Annual Acoustic Leak Detection Survey, performed by a third-party. The results from the Pilot Program and Acoustic Leak Detection Survey shall be compared for the purposes of verifying efficacy.

The Pilot Program's six (6) month term shall begin the day that all leak-detecting sensors have been installed and their operation and that of their related system/software is confirmed.

#### **B. Scope of Work and Equipment**

The intention for the proposed system is to aid in the prompt discovery of all types of distribution system leaks within the designated portion of the Village's distribution system.

The selected company will furnish all explicit and implicit labor, material, transportation, equipment, and related services necessary to complete the items as described below.

##### **B.1 Acoustical Sensors Specifications:**

- Purchase of fixed sensors installed on Village distribution system, preferably hydrant valves.



- Ability to communicate wirelessly to either Village-based software system (e.g. G.I.S.) or manufacturer/vendor proprietary software.
- Ability to evaluate real-time conditions of water distribution system pipelines for anomalies that may indicate an active distribution system water leak.
- Ability to correlate and pinpoint location of distribution system leaks.
- Minimum leak detection frequency of once per day.
- Battery life of at least five (5) years or greater.
- Installation of sensors shall not require water assets to be taken out of service.
- Spacing between sensors shall not exceed one thousand (1,000) linear feet.

## B.2 Wireless Communication and Software Specifications

- Preference shall be given to cellular communication for sensors.
- Village-accessible software to interface with proposed system.

## B.3 Selected Contractor's Responsibilities

The selected contractor's responsibilities shall include but not be limited to:

- Adequately plan and design an effective acoustic leak detection system, as described in this RFP, including:
  - ❖ Determining number of sensors necessary to provide an effective system
  - ❖ Determining sensor locations
  - ❖ Determining means and methods to establish and maintain optimum sensors' telecommunication and connectivity to software (e.g.: telecommunication service provider, antennas, modems, network bands, etc.)
- Provide Village staff sufficient training to properly and effectively operate system, minimum of three (3) days of training.
- Provide all related installation, programming, start-up, and related labor and services necessary for the execution of this RFP.
- Correct and address all issues related to start-up and implementation of system
- Provide a fully functional system as described and implied in this RFP.
- The selected contractor will provide a report to the assigned Village staff regarding the progress of the leak detection operations for the previous and assigned days.
- At the Village's sole discretion and written direction, if the Village so chooses, at the end of the Pilot Program, the contractor shall remove all hardware, equipment, software, and data, associated with the execution of the Pilot Program, at no extra cost. All intellectual property shall be destroyed.

### B.3.1 Safety

Throughout the entire performance of work, as described in this RFP, the selected contractor shall be trained and follow all applicable state and federal safety-related rules, regulations, and recommendations, including, but not limited to, Confined Spaces and Traffic Zone Safety.

- ❖ Contractor shall provide its employees with all appropriate and required personal protective equipment (PPE) which may include, but not limited to, traffic-rated safety vests, fall-arrest protection, hard hats, four gas air monitors, etc.
- ❖ Contractor shall only assign trained and competent employees to execute the items of this RFP.



- ❖ Contractor shall be responsible for the placement of all necessary traffic control devices.

#### **B.3.1.1 Traffic Safety**

##### **TRAFFIC CONTROL AND PROTECTION**

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, detour plans, these special provisions, and any special details and Highway Standards contained herein.

The contractor shall maintain through traffic at all times during the work period and shall furnish all necessary signs, markings, cones, barricades, warning lights, flagmen and other traffic control devices. Barricades and/or cones used for channelization or delineation and warning signs shall be subsequently placed in the direction of the traffic flow and removed in reverse order. Lane closure signs and flagmen signs shall be erected prior to barricades and/or cones and remain erected until such time as all traffic control devices have been removed from the pavement. All vehicles and/or non-operating equipment shall be parked at least eight (8') feet from the moving traffic stream during working hours except that privately owned vehicles by workers will not be allowed to park within the construction zone at any time.

During non-working hours, all vehicles and equipment shall be parked in an area approved by the Engineer. Work zone signs referring to temporary lane closures used during working hours shall be removed or covered during non-working hours. Flashing lights installed above the first two signs on each approach to a work area involving a night-time lane closure shall be high intensity units. These units shall operate 24 hours per day.

#### **B.3.1.2 Street Closures**

The contractor shall furnish and place all necessary barricades and warning signs for street closings during work operations. They shall schedule work to limit closing of any one street block for not more than a period of 12 hours.

The contractor will be required to deliver written notices to all affected residences a minimum of one day before the actual closure. The contractor shall install temporary "No Parking Tow Away Zone" signs, and remove them after work is completed.

#### **C. Village's Responsibility**

The Village will furnish all maps, atlases, GIS data, and records, as necessary, in regard to the scope of work listed in this RFP. All furnished items and data sets shall only be granted to Vendors chosen to participate in the interview process. The Village will make available, as needed, personnel to review GIS data with the contractor and aid in any data cleansing, as required. The Village shall provide onsite technical assistance for the locating of its water assets, as needed by contractor.

The Village reserves the right to conduct interviews prior to the selection of the recommended contractor. The Village will assign timeslots to invited contractor(s) to conduct the interview. The



Village will make available meeting space to host in-person interviews or teleconferencing software for virtual interviews, depending on the preference and schedules of both the contractor and Village staff. The Village is under no obligation to pursue any work in relation to this RFP nor is the Village obligated to invite any or all respondents to interview with the Village.

#### **D. Distribution System Specifications**

- ❖ 108 miles of Village-owned water main, comprised of ductile- and cast-iron pipes. Please see Exhibit A.
- ❖ Sizes range from 4 – 20” in diameter.
- ❖ 1,259 hydrants
- ❖ 1,266 line valves, in either valve boxes or vaults.
- ❖ Village is grid-shaped, 4.7 square miles.
- ❖ G.I.S. files available

#### **E. Optional Ground-Detection Team and System Management**

Contractors are encouraged to include in their proposals an optional line item for the services to provide complete management of their proposed system, including ground-detection team services. These services shall include the items below. This service shall be optional for the Village to select. Omission of this optional line item in contractor’s proposal will not disqualify them from this bidding process, nor will they be seen as less favorable.

- ❖ Provide and manage a team using manual leak detection devices to identify and validate all potential leaks per the leak-detecting sensors’ findings
- ❖ Maintenance and servicing of sensors, communication devices, or other related equipment necessary for standard operation of the sensors
- ❖ When leak noise has been detected and or suspected, the contractor will verify the suspected area a second time to confirm the noise. The contractor shall line locate the water main and service lines in the immediate area as a part of the leak location process. The contractor will use an Electronic Leak Correlator to determine if a leak is present and use the same equipment to pinpoint the leak. Upon determination of the exact leak location, the leak location shall be marked in the field using environmentally formulated Precautionary Blue paint.
- ❖ The contractor will document all leak locations with a diagram indicating the location of the leak. These field sheets will be copied and turned in to the assigned Village Personnel so the leak can be dug and repaired immediately.

#### **F. Optional Correlator and Ground Mic Line Items**

Contractors are encouraged to include in their proposals an optional line item for the purchase of a correlator and ground mic for the Village to use in conjunction with their proposed system. These products shall be optional for the Village to select. Omission of this optional line item in contractor’s proposal will not disqualify them from this bidding process, nor will they be seen as less favorable.

#### **G. Pilot Program Location**

The designated area for the Pilot Program was selected due to the historically high number of water main breaks experienced in the 1.5 square mile area.

The Pilot Program shall take place within the area of Harlem Ave – Austin Blvd, and Division St to Lake St, including the perimeter. Please see Exhibit B.



## **H. Phase 2**

The Village seeks to enter into an agreement with a company to provide the system, described in this RFP, for a Pilot Program period of six (6) months, with the option of entering into a subsequent agreement to complete the system for the Village's entire water distribution system, at the completion of the Pilot Program; this option shall be known as Phase 2, hereafter. The Village's current plan is to install all leak sensors related to Phase 2 within a year after the completion of the Pilot Program. Issuance of this contract does not guaranty the issuance of any subsequent agreement(s). Alternatively, at the conclusion of the Pilot Program, at the Village's sole discretion, the Village may choose to end the services rendered by the selected contractor for the Pilot Program; in which case, the contractor shall remove all hardware, equipment, software, and data, associated with the execution of the Pilot Program and RFP.

Contingent on the Village's satisfaction of the outcome of the six (6) month Pilot Program, the Village reserves the right to authorize the selected contractor to extend and complete the described leak detection system to the rest of the Village's water distribution system. Proposers shall submit two (2) itemized proposals: one (1) for the Pilot Program, and one (1) for the extension and completion of the described system to the rest of the Village's water distribution system, also known as "Phase 2".

The Village's intent, through the issuance of a subsequent agreement for the execution of Phase 2, is to enter into a long-term collaborative relationship with the contractor. The Village's goal for this RFP is to significantly reduce its water loss, and maintain it, at record lows, indefinitely. For this reason, the agreement for Phase 2 shall be for a term of five (5) calendar years. The five-year term shall start once all sensors and related equipment are installed and the system is fully operational. All related subscription, service, management, telecommunication, and related fees required for the maintenance of the system for the five (5) calendar year term shall be included in the proposal.

## **I. Proposal Submittals**

Proposals shall include the following:

- Specifications and technical data sheets relating to their proposed system/services
- Formal itemized proposal including the requested data and forms in Section III Subsection I and Section IV, printed on proposer's letterhead.
- Proposed number of sensors to be installed for Pilot Program and for Phase 2.
- Proposed average spacing between loggers, in linear feet.
- Description of proposed sensor's battery life and battery replacement protocol

### **I.1 Proposal Line Items**

Proposals shall describe the line items and the associated costs listed below. If any of the items do not apply, please state "not applicable". Costs for line items not listed below, but necessary for the successful execution of this RFP, shall also be included in itemized proposals.

**Contractors shall submit one (1) itemized proposal for the Pilot Program, and one (1) separate itemized proposal for Phase 2.**

1. Number and cost of sensors
2. Number and cost of sensor hardware
3. Number and cost of valve-box composite material lids



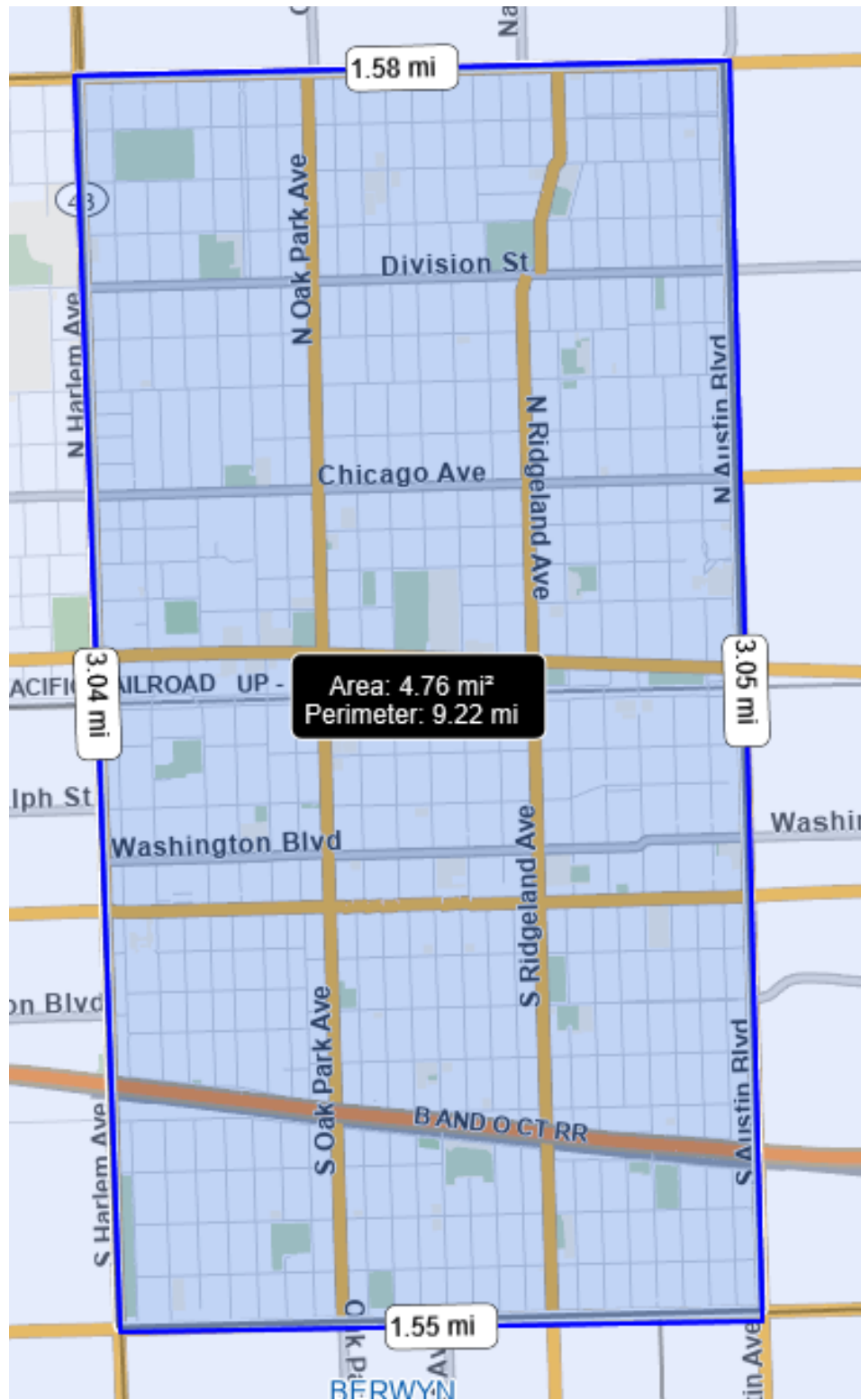
4. Cost per logger in addition to the proposed amount, in case the Village finds it beneficial to install more loggers in a specific area.
5. Cost for training Village staff
6. Sensor installation cost
7. Software start-up cost
8. Freight cost
9. All sensors' batteries shall be replaced in Year 5 of the five-year contract term. Include Price.
10. Cost for Optional Line Item for services related to Ground-Detection Team and System Management, as described in Section III, Subsection E.
11. Cost for Optional Line Item for correlator equipment and ground mic, as described in Section III, Subsection F.
12. Phase 2: itemized costs for all subscription, service, management, telecommunication, and related fees required for the maintenance of the Village-wide system for the five (5) calendar year term.
13. Proposal Form B: all proposers shall complete and submit Proposal Form B of this RFP. This form is required for the Village's annual budgeting purposes. Fees associated to services rendered on a monthly, annual, and/or similar basis, such as subscription, service, management, telecommunication, labor, and all similar services shall be remunerated accordingly.

Any/all information collected relevant to the execution of this RFP will be considered confidential information and the property (real or intellectual) of the Village of Oak Park and may not be shared with anyone outside of the Village without the express written consent of the Village.

The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal.



## EXHIBIT A

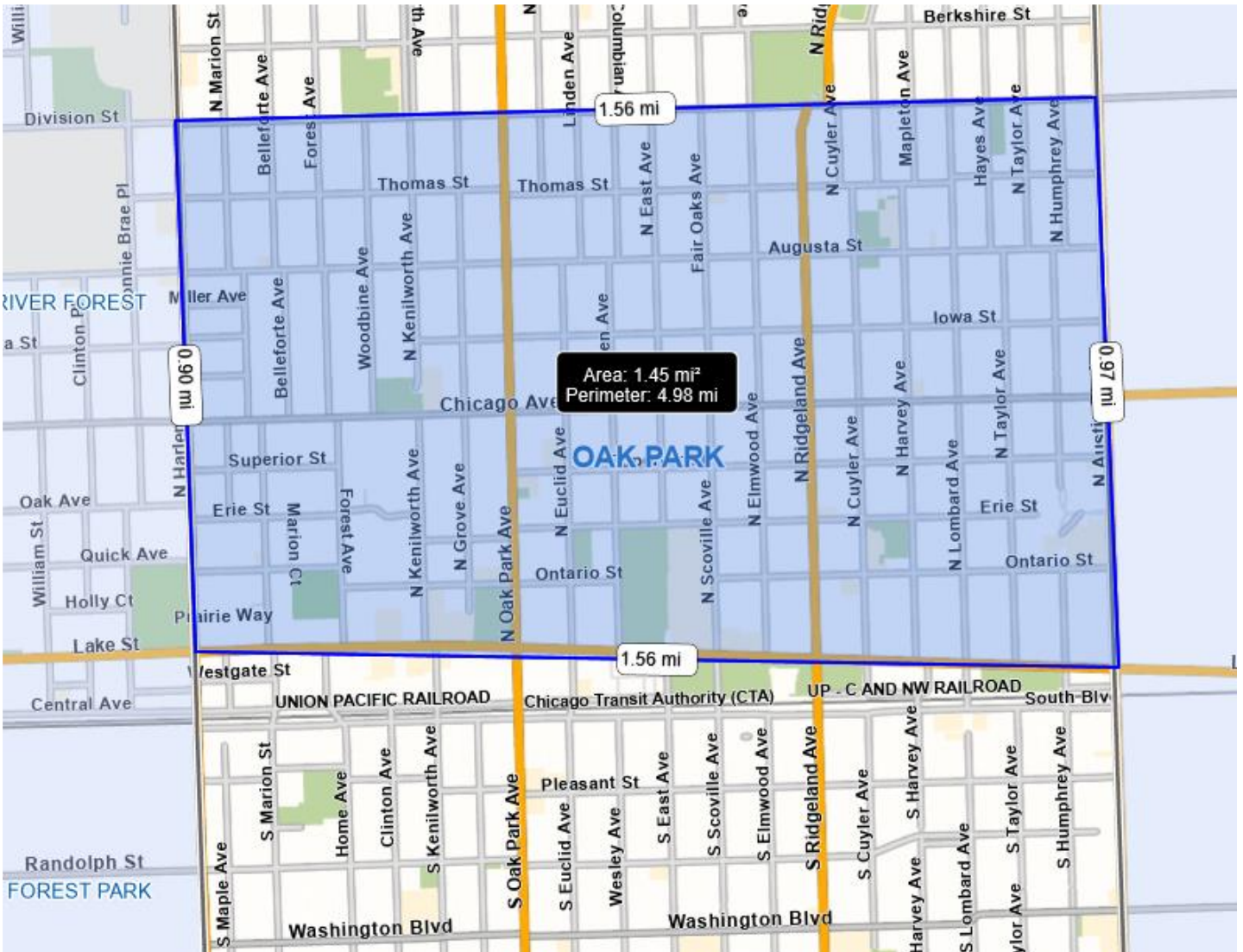


### Village Boundaries:

Harlem Ave to Austin Blvd  
North Ave to Roosevelt Rd



**EXHIBIT B**



### Pilot Program Boundaries:

Harlem Ave to Austin Blvd  
Division St to Lake St  
Including Perimeter



**SECTION IV**  
**PROPOSAL FORM: A**

This Proposal is offered for acceptance by the Village of Oak Park within ninety (90) calendar days from the date of opening. The Proposer has read and agrees to all terms, conditions, and specifications of this RFP.

**Proposal for: Project 22-124; Water Distribution Leak Detection System**

**This Proposal is offered for acceptance by the Village to enter into an agreement, for the Proposer to provide the described system for a Pilot Program period of six (6) months, with the possibility of entering into a second agreement to complete Phase 2, as described in this RFP, at the completion of the Pilot Program. The issuance of this contract does not guaranty the issuance of any subsequent agreement(s). The Proposer agrees to honor all portions of their proposal for a period of no less than ninety (90) days after the completion of the Pilot Program. The decision to authorize the execution of an agreement for the work and services related to Phase 2 shall be solely reserved to the Village.**

**Lump Sum Cost for Pilot Program:** \$ \_\_\_\_\_

**Lump Sum Cost for Phase 2 – Total Five-Year Cost (Do Not Include Cost for Pilot Program):**

\$ \_\_\_\_\_

Company Name \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Company Address \_\_\_\_\_

\_\_\_\_\_

Date of Bid \_\_\_\_\_

Telephone # \_\_\_\_\_



VILLAGE OF OAK PARK: REQUEST FOR PROPOSALS (RFP)  
 PROJECT 22-124: WATER DISTRIBUTION LEAK DETECTION SYSTEM  
 SECTION IV  
 PROPOSAL FORM: B

	PILOT PROGRAM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
Number of Sensors							
Cost of Sensors							
Number of Sensor Hardware							
Cost of Sensor Hardware							
Number of Valve Box Composite Lids							
Cost of Valve Box Composite Lids							
Cost per Additional Logger							
Cost for Training Village Staff							
Sensor Installation Cost							
Software Start-up Cost							
Freight & Shipping Costs							
Battery Replacement Cost							
Telecommunication Cost (Define)							
Software Subscription Cost (Define)							
Management Cost (Define)							
Maintenance/ Service Costs (Define)							
Other Costs (Define)							
Cost For Ground-Detection Team to pinpoint Leak (EACH OCCURANCE)							
PILOT PROGRAM COST:							
PROJECTED ANNUAL COST:							

This Proposal is offered for acceptance by the Village of Oak Park within ninety (90) calendar days from the date of opening. The Proposer has read and agrees to all terms, conditions, and specifications of this RFP.

Company Name: \_\_\_\_\_

Notes \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_



**SECTION V**  
**PROPOSER CERTIFICATION**

\_\_\_\_\_, as part of its Proposal on an agreement for Water Distribution Leak Detection System for the Village of Oak Park, hereby certifies that said Proposer selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to Proposing Requirement.

\_\_\_\_\_  
(Authorized Agent of Proposer selected)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -



**MUNICIPAL QUALIFICATION REFERENCE SHEET**

Bidders shall furnish a minimum of three (3) references from projects similar in scope within the last two (2) years.

**MUNICIPALITY** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
**CONTACT** \_\_\_\_\_  
**PHONE** \_\_\_\_\_  
**WORK** \_\_\_\_\_  
**PERFORMED** \_\_\_\_\_

**MUNICIPALITY** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
**CONTACT** \_\_\_\_\_  
**PHONE** \_\_\_\_\_  
**WORK** \_\_\_\_\_  
**PERFORMED** \_\_\_\_\_

**MUNICIPALITY** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
**CONTACT** \_\_\_\_\_  
**PHONE** \_\_\_\_\_  
**WORK** \_\_\_\_\_  
**PERFORMED** \_\_\_\_\_



**SECTION VI**  
**TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says:

that he/she is \_\_\_\_\_ of  
(partner, officer, owner, etc.)

\_\_\_\_\_.  
(Proposer selected)

The individual or entity making the foregoing Proposal or Proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

\_\_\_\_\_  
By:

Its:

\_\_\_\_\_  
(name of Proposer if the Proposer is an individual)  
(name of partner if the Proposer is a partnership)  
(name of officer if the Proposer is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -



**SECTION VII**  
**ORGANIZATION OF PROPOSING FIRM**

**Please fill out the applicable section:**

**A. Corporation:**

The Consultant is a corporation, legally named \_\_\_\_\_ and is organized and existing in good standing under the laws of the State of \_\_\_\_\_. The full names of its Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent Name and Address: \_\_\_\_\_

The corporation has a corporate seal. (In the event that this Proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**B. Sole Proprietor:**

The Consultant is a Sole Proprietor. If the Consultant does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Consultant is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The Consultant is a Partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_

Signature of Owner



**SECTION VIII**  
**COMPLIANCE AFFIDAVIT**

I, \_\_\_\_\_, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) \_\_\_\_\_ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreeing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: \_\_\_\_\_

Name and address of Business: \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

- Notary Public Seal -

\_\_\_\_\_  
<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the agreeing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreeing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreeing business entity.



**SECTION IX**  
**M/W/DBE STATUS AND EEO REPORT**

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. For assistance in completing this form, contact the Public Works Department at 708-358-5700.

1. Consultant Name: \_\_\_\_\_

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- ☐ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

\_\_\_\_\_ Number of full-time employees

\_\_\_\_\_ Number of part-time employees

4. Similar information will be requested of all sub-Consultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report.

Contractor Name \_\_\_\_\_

Total Employees \_\_\_\_\_

Job Categories	Total Employees	Total Males	Total Females	Males					Females			Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management												
Trainees												
Apprentices												

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the \_\_\_\_\_  
 (Name of Person Making Affidavit) (Title or Officer)  
 of \_\_\_\_\_, and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

( Signature ) ( Date )



**SECTION X**  
**NO PROPOSAL EXPLANATION**

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Proposal.

Proposal Name:       **Project No. 22-124; Water Distribution Leak Detection System**

Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_



SECTION XI  
SAMPLE PROFESSIONAL SERVICES AGREEMENT



**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and \_\_\_\_\_, a \_\_\_\_\_ corporation/limited liability company authorized to conduct business in the State of Illinois (hereinafter referred to as the “Consultant”).

**RECITAL**

**WHEREAS**, the Village intends to have professional services performed by Consultant to provide \_\_\_\_\_ pursuant to Consultant’s Proposal dated \_\_\_\_\_, attached hereto and incorporated herein by reference (hereinafter referred to as “Consultant’s Proposal”), the Village’s Request for Proposals dated \_\_\_\_\_, incorporated herein by reference as though fully set forth (hereinafter referred to as the “RFP”), and this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**1. RECITAL INCORPORATED.**

The above recital is incorporated herein as though fully set forth.

**2. SERVICES OF THE CONSULTANT.**

2.1. The Project consists of professional environmental engineering services, as more completely described in the Consultant’s proposal (hereinafter referred to as the “Services”) and the Village’s RFP. After written authorization by the Village, the Consultant shall provide the Services for the Project. The Village shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant’s failure to provide any required submittal in conformance with this Agreement.



2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement or the Village's Request for Proposals, this Agreement and/or the Village's Request for Proposals shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Director of Public Works or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates \_\_\_\_\_ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6. The Consultant shall be an independent Consultant to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### **3. COMPENSATION FOR SERVICES.**

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$ \_\_\_\_\_. The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes



cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full



and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

#### **4. TERM AND TERMINATION.**

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Consultant's completion of its services pursuant to Section 3 above; completion of services for the Pilot Program shall be no later than October 1, 2023. The issuance of this contract does not guaranty the issuance of any subsequent agreement(s). The Proposer agrees to honor all portions of their proposal for a period of no less than ninety (90) days after the completion of the Pilot Program. The decision to authorize the execution of an agreement for the work and services related to Phase 2 shall be solely reserved to the Village. Any subsequent agreement(s) made between the Village and contractor shall be as a result of Village Board approval.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be affected unless the terminating party gives the other party not less than ten (10) calendar days written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

#### **5. INDEMNIFICATION.**

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village and its officers, officials, agents, employees and volunteers to the extent arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

#### **6. INSURANCE.**

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which



ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village and its officers, officials, agents, employees and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(C) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.



ii. Limits:  
Combined Single Limit \$1,000,000.00

(E) **Umbrella:**

i. Limits:  
Each Occurrence/Aggregate \$2,000,000.00

(F) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village and its officers, officials, agents, employees and volunteers as herein provided. The Consultant waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

**7. SUCCESSORS AND ASSIGNS.**

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

**8. FORCE MAJEURE.**

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

**9. AMENDMENTS AND MODIFICATIONS.**



9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

## **10. STANDARD OF CARE.**

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.



10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subconsultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

**11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.**

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to given notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.



11.3. The Consultant shall have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional and other materials which include the Consultant's Work Products.

## **12. SAVINGS CLAUSE.**

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **13. NON-WAIVER OF RIGHTS.**

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

## **14. THE VILLAGE'S REMEDIES.**

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:



14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

## **15. NO COLLUSION.**

15.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

## **16. ENTIRE AGREEMENT.**

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements,



conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**17. GOVERNING LAW AND VENUE.**

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

**18. NOTICE.**

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager  
Village of Oak Park  
123 Madison  
Oak Park, Illinois 60302  
Email: [Villagemanager@oak-park.us](mailto:Villagemanager@oak-park.us)

If to the Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email:

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**19. BINDING AUTHORITY.**

19.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**20. HEADINGS AND TITLES.**

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.



**21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2 A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**22. EFFECTIVE DATE.**

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

**23. AUTHORIZATIONS.**

23.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**24. EQUAL OPPORTUNITY EMPLOYER.**

24.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

24.2. In the event of the Consultant's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.



24.3. In all solicitations or advertisements for employees placed by it on its behalf, the Consultant shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

**[full name of Contractor - capitalized]**

\_\_\_\_\_  
By: Kevin Jackson  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

**ATTEST:**

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2022