

RESOLUTION NO. 26-R-16

**A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO COMED FOR
LIFT STATION 3 ELECTRIC POWER UPGRADES IN A
NOT TO EXCEED AMOUNT OF \$30,017.68**

WHEREAS, the City of Rolling Meadows (“City”) is responsible for maintaining and improving the sanitary sewer infrastructure within the City’s jurisdiction; and

WHEREAS, the City is a home-rule community, and the City Council may waive formal bidding procedures if it determines that such action is in the best interest of its residents; and

WHEREAS, the City will switch from a mixed dry and wet well with floats into a submersible lift station with an upgraded electrical panel, emergency standby generator, and concrete pad; and

WHEREAS, the Lift Station 3 Replacement has been identified by the City as a project in the Capital Improvement Plan as a means to update and replace a 50-year-old lift station that is at the end of its useful life; and

WHEREAS, in accordance with the City’s purchasing policy staff and RJN Engineering using sole source policy methods received a proposal for the electrical power upgrade necessary to operate said lift station; and

WHEREAS, after careful consideration, staff has determined that Commonwealth Edison Company best meets the project requirements and demonstrates the necessary expertise to successfully execute the Lift Station electrical power upgrade; and

WHEREAS, the work associated with this project will not exceed \$30,017.68 with funding coming from account 20705035-60020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF ROLLING MEADOWS, ILLINOIS, as follows;

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as set forth in Section 1.

Section 2. Approval. The Mayor and City Council hereby authorize the City Manager to enter into agreements and other necessary documents with Commonwealth Edison Company in the amount of \$30,017.68.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

AYES: Boucher, Reyez, Koehler, McHale, Budmats, O'Brien, Vinezeano

NAYS: 0

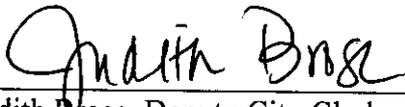
ABSENT: 0

Passed and approved this 27th day of January, 2026.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

MT. PROSPECT OFFICE
201 NORTH ARTHUR AVENUE
MT. PROSPECT, ILLINOIS 60056
779-231-2782



RMPW SEWAGE LIFT STATION #3
3900 BERDNICK ST
ROLLING MDWS, IL 60008

Date: 01/16/2026

Dear RMPW SEWAGE LIFT STATION #3,

Enclosed are the documents related to the supply of electricity at **3445 RICHNEE LN, ROLLING MDWS, ILLINOIS**. Please sign all copies of the enclosed documents and two copies of the Service Entrance Location Sketch. The third copy of the sketch is for your use during Construction. Return the signed documents and sketches and payment of **\$30,017.68** to my attention.

If this contract is not returned within 30 days, it will be cancelled.

Upon receipt of your payment and signed copies, Commonwealth Edison will begin to schedule any necessary service work. An authorized copy of each document will be returned to you for your files.

You may make payments on the ComEd website or by phone.

By **Internet** go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>

(for payments of \$5,000 or less for Credit/Debit)

(for non-business payments of \$100,000 or less for eCheck)

(for business payments of \$500,000 or less for eCheck)

Or

By **Customer Service Representatives** (English & Spanish)

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)

1-800-588-9477 (for non-business payments of \$100,000 or less for eCheck)

1-877-426-6331 (for business payments of \$500,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Enclosures

Sincerely,

CHRISTIAN TOPETE
DCC
779-231-2782

ELECTRIC FACILITIES SERVICE ACKNOWLEDGEMENT

PL#:

ESS: NO

SER#: NC250650

Rev.: 02

RMPW SEWAGE LIFT STATION #3 (the "Customer") hereby acknowledges the terms and conditions under which Commonwealth Edison Company (the "Company" or "ComEd") is providing electric facilities and equipment to serve the Customer's premises located at **3445 RICHNEE LN, ROLLING MDWS** ("Premises").

1. Preamble.

The Company will furnish, install, own and maintain, and the Customer will pay the Company for, the electric facilities and equipment described herein pursuant to the terms and conditions set forth herein and in accordance with the terms of the Company's Rate RDS - Retail Delivery Service ("Rate RDS"), Rider NS - Nonstandard Services and Facilities ("Rider NS"), Rider ML - Meter-Related Facilities Lease ("Rider ML"), Rider ZSS - Zero Standard Service ("Rider ZSS") as applicable, and with the General Terms and Conditions ("GTC") stated in the Company's Schedule of Rates, as they may be amended from time to time. In the event of any conflict between the terms of this Acknowledgement and the terms of the Company's tariff, the latter will prevail.

2. Service Points.

The Customer is to receive delivery of electric power and energy at the Premises from the Company at an estimated total maximum demand of **19 kilowatts ("kW")** ("Maximum Kilowatts Delivered" or "MKD") at the following location(s) (as shown on Exhibit A attached hereto) and in the following amounts and approximate voltages during the Retail Peak Period, as defined in GTC.

Loc. 001 est. demand 19 kW, metering voltage approx. 120/208Y volts, 3 phase, 4 wire

3. Charges; Rental.

- a. The Company will furnish, install, own and maintain, under the terms and conditions set forth below and in accordance with the terms of the Company's Rider NS and Rider ML, the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Acknowledgement. The facilities and equipment listed in such attachments, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.
- b.
 - (i) The Customer's estimated maximum demand during Retail Peak Periods set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's MKD set forth in Section 2 above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation, demand and consumption. Load defined as "Zero Standard Portion" under Rider ZSS is not included in the determination of the estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load.
 - (ii) Such standard service facilities are subject to change from time to time based upon the Customer's actual MKD in accordance with the provisions of the Company's Rate RDS, Rider NS and GTC, or their successors. If the Customer's actual MKD is less than the amount of kW set forth in Section 2 above, the Company may remove, replace, or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider NS or to adjust the rental as provided in Section 3(c).

(iii) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.

- c. The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date the Facilities were installed or last revised and is subject to change as provided herein or in Rider NS.
- d. The monthly rental charges for the Facilities are in addition to all other charges under (i) other applicable tariff provisions and (ii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 5(c).
- e. The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).

4. Installation.

- a. If any of the Facilities are not yet installed and require installation by the Company, the Customer acknowledges that the Company will furnish the labor and materials necessary to install the Facilities described on the attached service entrance location sketch NC250650 dated 11/26/2025. (with such specifications as are set forth on such sketch) on or adjacent to the Premises at the following charges:

Credit From Prev. Charges	\$(2,000.00)
Total Required Facilities Charge	\$32,017.68
<hr/>	
Total Facilities Charges	\$30,017.68

- b. The Customer shall pay the Company \$30,017.68 at the time this agreement is accepted.
- c. The charges listed in this document are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and material are required to complete the work, or if the scope of work is altered, ComEd may charge additional amounts to cover any additional costs.
- d. Any such installation will be done in accordance with, and at the times and at the standard prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities to be installed,
- e. Any such installation will be done during the Company's regular working hours, unless otherwise mutually agreed,
- f. In the event the installation cannot be completed within one year from the date of this document as a result of delays on the part of the Customer or because the Company has been denied access to the Premises, the installation charge to the Customer will be recomputed based on the level of costs prevailing at the time of completion of the work, and
- g. The monthly rental for the Facilities being installed will be the rental in effect at the time of the installation or last revision of such Facilities (which rental is subject to change as provided herein or Rider NS).

5. Ownership; Access; Other Company Rights.

- a. The Facilities will remain the sole and exclusive property of the Company. The Company may, in its sole discretion, affix to the Facilities (or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer does not acquire any interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities does not divest the Company of its exclusive rights to such ownership, use and possession. The Customer will, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.
- b. The Company and its representatives will have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. ComEd has the right to install facilities on the Customer's property to provide electric service to the Customer and to other users of the Facilities. The Company may, in its sole discretion, replace, remove or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities will belong to and be property of the Company and shall be a part of the Facilities.
- c. Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal will be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

6. Customer Responsibilities.

- a. The Customer will not move, remove, modify, alter, adjust or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not permit anyone other than the Company, or the Company's respective representatives, agents or subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.
- b. The Customer shall at its sole cost and expense:
 - (i) provide to the Company such working space within a reasonable distance of the Facilities as specified by the Company and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;
 - (ii) keep the Facilities on the Premises free from any over-building or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate, maintain, repair, alter, replace or remove the Facilities;
 - (iii) provide and maintain in a good, safe and proper state of repair, the Premises and all other property furnished by the Customer in connection with the Facilities;
 - (iv) furnish, install and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;
 - (v) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and

maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's specifications, standards, rules and regulations;

- (vi) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and
- (vii) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of electricity delivery to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities.

- c. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.

7. Removal.

Upon termination of the provision of service to the Customer, the Company at its option may, and upon the Customer's request the Company will, remove all or any part of the Facilities. The Customer will bear the cost and expense of such removal.

8. Relocation.

If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgment of the Company, makes such relocation necessary or advisable, the Company will move such facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.

9. Miscellaneous.

- a. The listing of the Required or Requested Facilities in the Facilities Rental Service attachment and the monthly rental may be modified from time to time upon oral or written notification to the customer (and the removal or installation of any such Facilities shall constitute prima facie evidence of such notification).
- b. The Company may adjust the Facilities or the monthly rental if the Customer's actual MKD is more or less than the level set forth in Section 2 above.
- c. The Company may adjust the monthly rental as provided in Section 3(c)/4(g) and in the Facilities Rental Service attachment.

10. Safety.

Be advised that safety on the job site is the responsibility of the Customer and Customer's contractor. The Occupational Safety and Health Administration (OSHA) requires a specific clearance when working near energized primary electric lines. Consider all electric wires to be energized and non-insulated. Workers may be electrocuted or seriously injured by contact with the power lines or while working in close proximity to those lines. All workers and equipment must maintain a safe distance from the power lines at all times. The Customer or Customer's contractor should not

commence work near ComEd's lines until such time that temporary protective measures have been taken to guard against danger of incidental contact. Consult OSHA guidelines for more specific information when working near or around energized electrical equipment. (See www.osha.gov <<http://www.osha.gov>>.) Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Clearance of electrical equipment from permanent structures is governed by the National Electrical Safety Code (NESC). Reference the National Electrical Safety Code for specific information.

ComEd is very concerned about the safety of its customers and others working around its facilities. Compliance with OSHA and the NESC is a requirement. Please ensure that the activities undertaken by the Customer or Customer's contractor include the safe work practice of maintaining the required working clearances and required vertical and horizontal clearances from permanent structures.

The undersigned Customer acknowledges he/she has read the foregoing safety statement and agrees to comply with all state, federal and local safety requirements and shall require any contractor working in proximity to ComEd equipment to acknowledge and agree to same.

11. Customer/Owner Acknowledgement.

The undersigned Customer acknowledges the terms noted herein. In case the Customer is not owner of the Premises, the undersigned property owner hereby acknowledges and agrees to the terms noted herein.

Account Number: 8179914000
SER No.: NC250650
Work Task Number: 2050794201

FOR THE CUSTOMER:

City of Rolling Meadows
Customer Name

[Signature]
Accepted By Signature

ROB SABO
Print Name

City Manager
Official Capacity or Title

[Signature]
Property Owner's Signature