

PARTICIPATION CONTRACT
BETWEEN
CHICAGO HOUSING AUTHORITY
AND
COURTESY ELECTRIC, INC.

(LOW VOLTAGE ELECTRICAL - JOB ORDER CONTRACTING)

This Participation Contract ("**Contract**") is made and entered into effective as of June 10, 2024 (the "**Effective Date**"), by and between Chicago Housing Authority (hereinafter referred to as the "**Customer**" or "**CHA**"), and **Courtesy Electric, Inc.**, an Illinois corporation authorized to conduct business in the State of Illinois and with principal offices at 6551 N. Olmstead Avenue, Chicago, Illinois 60631 (hereinafter referred to as "**Courtesy**" or "**Contractor**").

WITNESSETH:

WHEREAS, on or about April 7, 2021, the Board of Trustees of Community College District, No. 508, County of Cook and State of Illinois, a body politic and corporate, d/b/a City Colleges of Chicago ("**CCC**"), pursuant to an open and competitive solicitation (Request for Sealed Bid #MWJ2101 – Electrical Low Voltage Services for Job Order Contracting) awarded to and executed with Contractor that certain Job Order Contracting Agreement (CCC Contract #MWJ2102-#34205 and Renewal #34742, as originally executed and thereafter amended or supplemented by CCC and the Contractor, hereinafter the "**Master Agreement**", incorporated herein by reference as Attachment A);

WHEREAS, the **CHA**, in reliance upon the local government agency participation rights available under Illinois laws and in effect under the Master Agreement, sought authorization and approval from CCC to participate in the Master Agreement, which was approved by the CCC in its communication(s) to CHA in or around January 30, 2024 and incorporated herein by reference as Attachment B; and

WHEREAS, the CHA and the Contractor desire to enter into this Contract to facilitate the supply, provision and installation of electrical power, AV/IT, and low voltage systems, as well as the installation and maintenance of security products, access control, turnstiles, CCTV, and to assist construction vendors on miscellaneous construction projects, as well as other related services and amenities by Contractor to the CHA and its departments, upon the same generally prevailing terms and conditions as established in the Master Agreement, except as specifically modified by the terms herein;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. **INCORPORATION OF MASTER AGREEMENT & OTHER TERMS AND UNDERSTANDINGS**. The purpose of this Contract is to allow the Customer to obtain the supply, provision and installation of electrical power, AV/IT, and low voltage systems, as well as the installation and maintenance of security products, access control, turnstiles, CCTV, and other integrally-related services and amenities from Contractor (collectively referred to herein as the "Services") upon the regular and prevailing terms and conditions set forth in the Master Agreement. To that end, all rights and duties generally applicable to or reserved to CCC under the Master Agreement shall likewise be vested in the Customer for purposes of this Contract and all rights and duties generally applicable to or reserved to the Contractor under the Master Agreement shall likewise be vested in the Contractor for purposes of this Participation Contract.

Furthermore, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including any and all subsequent amendments thereto. Furthermore, this Contract sets forth all understandings between the parties respecting each transaction or job order(s) or project(s) subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transaction are merged into and superseded by this Contract and any effective transaction(s) or job order project(s) entered into hereunder.

As required under the Master Agreement, this Contract shall have no effect (adverse or otherwise) upon the validity, duration or operation of the Master Agreement. Furthermore, to fully effectuate the independent performance, operation and administration of this Contract as a wholly separate agreement from the Master Agreement, this Agreement shall be construed by the Customer and the Contractor, and by any court, tribunal or other entity charged with enforcement or interpretation of this Contract harmoniously with the Master Agreement to the fullest extent practicable and with the stated intention of Customer and the Contractor that the each shall be construed to be consistent and harmonious with the other, and no specific conflict shall be implied or construed.

Additionally, any material clause or provision set forth in the Master Agreement which has an analogous or equivalent term or provision under law or regulation that would apply to the parties to this Contract, the equivalent law or provision shall be given full reasonable effect, without intending any material conflict or contradiction with the equivalent or comparable term, condition, law or regulation referenced in the Master Agreement.

2. TERM AND COMPENSATION.

The Term of this Contract is for the period commencing from the Effective Date set forth above through April 7, 2025, or until the Services to be provided under this Contract are fully completed and accepted, whichever occurs last. To the extent that CCC exercises any extension option(s) or term available under the Master Agreement, the CHA shall have equivalent right(s) and/or option(s) to extend this Contract on equivalent terms (subject to all laws, regulations and procedures applicable to the CHA), which the parties shall memorialize in a written amendment to this Contract.

In consideration of the Contractor's performance and provision of the Services, goods, supplies and other related activities herein, the CHA shall pay the Contractor compensation in the total not-to-exceed amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) (hereinafter the "Total Compensation"). Pricing for all supplies and Services performed or provided by the Contractor shall be subject to the same established pricing terms and structures established in the Master Agreement, as well as any formal and accepted bid responses submitted by the Contractor to CHA.

The Contractor agrees not to perform, and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount is the only compensation provided for in this Agreement and there will be no additional, costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to the Agreement authorizing said additional compensation, supplies or services. The Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the Total Compensation amount.

3. NOTICES.

All notices, requests, demands and other communications under this Contract shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail and addressed to the appropriate party at its mailing address set forth below:

To Customer: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Executive Officer

with a copy to: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

To Contractor: Courtesy Electric, Inc.
6551 N. Olmstead Avenue
Chicago, Illinois 60631

4. TERMINATION FOR CONVENIENCE.

Either Party may terminate this Contract for convenience by providing the other party thirty (30) days prior written consent. Notwithstanding the foregoing, termination of this Contract pursuant to this Article 4 shall not affect, modify or terminate any prior job order(s) or transaction(s) entered into by the CHA and Contractor under this Contract and/or the Master Agreement.

5. INSURANCE.

Contractor and the CHA agree that Contractor's insurance obligations under the Master Agreement shall apply to this Agreement, and that the CHA shall be named as an "additional insured" to that same extent that the CCC is so designated in the Master Agreement.

6. EQUAL EMPLOYMENT OPPORTUNITY.

Reserved.

7. MBE/WBE/DBE PARTICIPATION/COMPLIANCE.

Contractor and the CHA agree that Contractor's MBE/WBE/DBE obligations under the Master Agreement shall apply to this Agreement, and that the Contractor's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit I and incorporated by reference herein, shall apply for the administration of MBE/WBE/DBE compliance under this Agreement. This Section 7 shall not be applied, interpreted or construed to be in excess of or in conflict with Contractor's participation and compliance obligations under the Master Agreement.

8. BUSINESS DOCUMENTS AND CERTIFICATIONS.

Contractor has provided to the Customer various documentation, certifications and representations, including evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. Contractor's Affidavit and Contractor's Certifications and Representations of Offerors – Non-Construction Contracts, as well as its Contractor's Affidavit, are collectively attached hereto as Exhibit II and incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, Customer and Contractor have executed this Contract on the Effective Date.

COURTESY ELECTRIC, INC.

By: Matthew Ryan
Title: President
Date: June 12, 2024

CHICAGO HOUSING AUTHORITY

By: Sheila Johnson
Title: Deputy Chief Procurem
Date: 06/17/2024

Approved as to Form and Legality
Chicago Housing Authority
Office of General Counsel

Ellen Harris
Ellen Harris (Jun 17, 2024 07:55 CDT)
By: Ellen Harris
Title: Chief Legal Officer