

**PARTICIPATION AGREEMENT**

**BETWEEN  
CHICAGO HOUSING AUTHORITY  
AND  
AMERESCO, INC.**

This Participation Agreement (the "**Contract**") is made and entered into effective as of the 15<sup>TH</sup> day of March, 2024 (the "**Effective Date**"), by and between Chicago Housing Authority (hereinafter referred to as the "**Customer**" or "**CHA**"), and Ameresco, Inc., a Delaware corporation with corporate headquarters located at 111 Speen Street, Suite 410, Framingham, MA 01701 (hereinafter referred to as "**Ameresco**" or the "**Vendor**").

**WITNESSETH:**

**WHEREAS**, on September 1, 2021, Cooperative Council of Governments, Inc., an Ohio Not-For-Profit Corporation (the "**Lead Agency**") awarded Ameresco Contract #COG-2114A for energy procurement, consulting, planning and related services and amenities (collectively "Energy Services"), which permits participating entities to purchase services in accordance with terms and conditions set forth in the Master Agreement (defined below). Contract #COG-2114A includes and incorporates various supporting documentation, disclosures, schedules, and other incorporated content (all comprising the "**Master Agreement**", collectively incorporated herein as Exhibit A); and

**WHEREAS**, the CHA and Ameresco desire to enter into this Contract to facilitate the provision of Energy Services and other integrally related services and amenities by Ameresco to the CHA (hereinafter, collectively referred to as the "**Services**"), upon the same generally prevailing terms, conditions and prices 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.**

The purpose of this Contract is to allow the Customer to obtain and receive Energy Services from Ameresco at the prices, rates or upon other preferential terms and conditions set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all duly-authorized and -executed subsequent amendments thereto. To the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Contract, the terms of this Contract shall prevail.

This Contract shall have no effect (adverse or otherwise) upon the validity, duration, or operation of the Master Agreement as between the Vendor and the Lead Agency or any other agencies or entities utilizing the services, benefits, or amenities available pursuant to 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 Contract shall be construed by the Customer and Ameresco, 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 mutual stated intention of Customer and Ameresco that each

shall be construed to be consistent and harmonious with the other, and no specific conflict shall be implied or construed.

All rights and duties generally applicable to or reserved to the Lead Agency under the Master Agreement shall likewise be vested in the Customer for purposes of this Contract. Furthermore, all rights and duties generally applicable to or reserved to Ameresco under the Master Agreement shall likewise be vested in Ameresco for purposes of this Contract. Additionally, any material clause or provision set forth in the Master Agreement which has an analogous or equivalent term or provision under law(s) or regulation(s) 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 initial term of this Contract is for the period commencing on the Effective Date set forth above through August 31, 2026, effectively running contemporaneously with the Master Agreement, or until the Services to be provided under this Contract are fully completed and accepted, whichever occurs first.

In consideration of Ameresco's performance and provision of the Services herein, the CHA shall pay the Vendor compensation in the total not-to-exceed amount of One Hundred Ninety One Thousand and 00/100 Dollars (\$191,000.00) (hereinafter the "**Total Compensation**"). Pricing for Services, shall be subject to the same established pricing, selection, discounts, rebates, and other pricing terms established in the Master Agreement, inclusive of applicable pricing schedules or tables.

The Vendor agrees not to perform and waives any and all claims for payment of Services, goods, deliveries, 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 Contract and there will be no additional, costs, fees, or other type of profit allowable or paid under this Contract without an express written amendment to this Contract authorizing said additional compensation, supplies, or services. The Vendor 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 or upon delivery if sent via reputable overnight delivery service 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 Ameresco: Ameresco, Inc  
111 Speen Street, Suite 410  
Framingham, MA 01701

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **TERMINATION FOR CONVENIENCE.**

Either party may terminate this Contract for convenience by providing the other party thirty (30) days prior written notice.

5. **INSURANCE.**

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

6. **EQUAL EMPLOYMENT OPPORTUNITY.**

Reserved.

7. **MBE/WBE/DBE PARTICIPATION/COMPLIANCE.**

Ameresco and the CHA agree that Ameresco's MBE/WBE/DBE obligations (to the extent they are defined and/or set forth) under the Master Agreement shall apply to this Contract, and that Ameresco's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit B and incorporated by reference herein, shall apply for the administration of MBE/WBE/DBE compliance under this Contract. This Section 7 shall not be applied, interpreted, or construed to be in excess of or in conflict with Ameresco's participation and compliance obligations under the Master Agreement, if any.

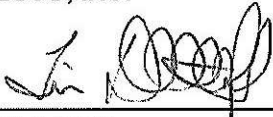
8. **BUSINESS DOCUMENTS AND CERTIFICATIONS.**

Ameresco 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. Ameresco's Affidavit and Vendor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C), as well as its Contractor's Affidavit, are collectively attached hereto as Exhibit C and incorporated by reference as if fully set forth herein.

**SIGNATURE BLOCK CONTINUES ON FOLLOWING PAGE**

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


**AMERESCO, INC.**

By:   
Name: Tim Dettlaff  
Title: Senior Vice President & General Manager  
Date: April 8, 2024

**CHICAGO HOUSING AUTHORITY**

By: Sheila Johnson  
Name: Sheila Johnson  
Title: Deputy Chief Procurement Officer  
Date: 04/15/2024

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

  
Ellen Harris (Apr 15, 2024 16:55 CDT)  
By: Ellen Harris  
Title: Chief Legal Officer