

Date: 10/22/2024 WGC Job Name: O.P.-Centennial Pk. & Centennial Pk. W

Contact: Sean Faulkner

Job Name: O.P.-Centennial Pk. & Centennial Pk. W

Job Address: 15600 West Ave Job City/State: Orland Park, IL 60462

We hereby submit specifications and proposals to: Village of Orland Park, 15600 West Ave, Orland Park, IL 60462; Attention: Sean Faulkner; Phone: 708-403-6247, Email: sfaulkner@orlandpark.org.

## **Goose Harassment**

Wild Goose Chase, Inc. will design and execute a multi-visit harassment program to reduce the presence of nuisance Canada geese on the location listed above. Site visits shall be performed, weather permitting, by experienced Company personnel. Harassment techniques during service visits could include one or a combination of the following: trained Border Collie, handheld bird laser, and/or remote-controlled boat. Company will schedule and execute multiple visits to the property throughout the duration of the service contract, as needed; excluding major holidays and within restrictions during the summer \*molt period. NOTE: \*Molt period typically occurs during the months of June and July whereby geese are unable to fly for approximately 6 weeks.

 Spring Nesting 2025
 Fall Migration 2025

 Feb 1, 2025 - Jun 30, 2025
 Aug 1, 2025 - Nov 30, 2025
 Total: 9 Months x

 Initials \_\_\_\_\_\_
 \$3,075.00 per Month

## **Goose Egg Depredation Service**

Wild Goose Chase, Inc. will provide multiple onsite inspections of the entire Client property to locate, remove, and properly dispose of eggs over the course of the goose nesting season. As required by state and federal wildlife agencies, Company will assist in the application for the required permits to perform egg depredation services as well as administrative follow-up and report filing with all governmental agencies involved. The owner of the property shall provide safe access to the roof, including ladders, if necessary, for services to be performed on roof nests. Roof clean-up of nesting materials at the end of the nesting season if needed will be at an additional cost. Company will provide motorized boat for use on Lake Sedgewick.

As required by the state, goose egg depredation includes; locating nest(s), oiling and or addling eggs as soon as the full clutch is laid and before incubation begins, and removal and burial at the end of nesting season.

Season 2025
Mar 1, 2025-May 31, 2025
Initials
\$ 2 995 00 per Season

Total = \$2.995.00

All work to be completed in a competent and professional manner using prevailing standards in the industry. These warranties are exclusive and in lieu of all other warranties, whether written, express, implied, statutory, or otherwise, including, but not limited to, the implied warranties of merchantability and fitness for particular purpose. No extension of any warranty will be binding upon Wild Goose Chase, Inc. unless set forth in writing and signed by Wild Goose's authorized representative.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Payment is due upon receipt of invoice. A service charge of 1 1/2% per month (18%) per year will be added to all balances not paid within thirty (30) days of invoice. If Purchaser is paying by credit card, then Purchaser agrees to pay .035% credit card processing fees. Purchaser agrees to pay any expenses incurred by Wild Goose Chase, Inc. in collecting amounts due: including court costs, attorney's fees, and any other costs of collection including just compensation for time spent in pursuit of delinquent accounts by those representing Wild Goose Chase, Inc. be it the owner or an officer of the company.

This proposal may be withdrawn if not accepted within 15 days.

Third Party Vendor Fees: All third-party vendor fees required by Client listed above shall be charged back to client.

<u>Termination of Agreement</u>: Purchaser may terminate this Agreement with or without cause at any time upon thirty (30) days prior written notice thereof to Wild Goose Chase, Inc. Also, Wild Goose Chase, Inc. may terminate this Agreement at any time by giving written

Wild Goose Chase, Inc.

9955 S. Virginia Ave., Chicago Ridge, IL 60415 Ph: 708.529.3858 Fax 708.907.3195 www.wildgoosechasers.com E-mail: <a href="mailto:info@wgcbird.com">info@wgcbird.com</a>
A WBENC Certified Woman Owned Company





notice thereof to Purchaser and/or Owner stating the date on which such termination shall be effective, which date shall be the last day of any month and at least sixty (60) days after the date such notice is given.

Payment on Termination: Immediately upon receiving, or giving notice of termination, Wild Goose Chase, Inc. shall inform Purchaser in writing of all work and other services currently being performed by Wild Goose Chase, Inc., its employees, agents, subcontractors, on Purchaser's or Owner of Property behalf indicating the portion of the work or other services that each has performed with respect to this Agreement. Wild Goose Chase, Inc. shall also advise Purchaser of any portion of the work which if stopped, might delay, or preclude completion of the work by Purchaser or another contractor or which if stopped would decrease the likely value of the Work to Purchaser or Owner of Property. Wild Goose Chase, Inc. shall take all actions necessary or desirable to ensure the orderly transfer of responsibility for the performance of the Work to any new contractor selected by Purchaser, or to an agent or employee of Purchaser, at Purchaser's discretion. Upon transfer of responsibility for the performance of the Work in a manner reasonably acceptable to Purchaser and subject to Purchaser's rights contained herein, Purchaser shall pay Wild Goose Chase, Inc. as full and final payment for all labor, work and services actually performed in connection with the Work. Final payment shall include the payment of any remaining unamortized costs for equipment, materials, or advance payments for work.

Force Majeure: Any delay or failure by either party in the performance of its obligations shall not constitute a default or give rise to any claim for damages if, and only to the extent and for such period of time that; (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, supplier, or other party acting under or through such party; and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of nature or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in laws; war, acts of terrorism, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; epidemics, pandemics, or public health emergencies; or other similar occurrences. If Service Contractor's performance is delayed, Service Contractor agrees to use its best efforts to secure alternate sources of services, equipment or materials, if available. To the extent that Service Contractor fails to secure available alternate sources of services, equipment, or materials, Owner is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Service Contractor under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. Service Contractor shall not be paid for any services it has not performed, or any additional compensation due to an unforeseen or uncontrollable event or occurrence of the type described in this section. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the party claiming such excuse shall promptly give written notice to the other party.

INDEMNIFICATION - Client shall indemnify, hold harmless, and defend Wild Goose Chase, Inc. and its officers, directors, owners, employees, agents, affiliates, successors and permitted assigns (each, a "Wild Goose Chase, Inc. Indemnified Party") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees (collectively, "Losses"), that are incurred by a Wild Goose Chase, Inc. Indemnified Party arising out of or related to any third party claim alleging (a) breach or non-fulfillment of any provision of this Agreement by Client; (b) any act or omission of Client in connection with its performance under this Agreement; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the acts or omissions of Client; or (d) any failure by Client to comply with any applicable federal, state or local laws, regulations, or codes in connection with its performance under this Agreement.

IN NO EVENT WILL WILD GOOSE CHASE, INC BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, OR LOSS OF PRODUCTIVITY, OR LOSS OF GOODWILL, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF WILD GOOSE CHASE, INC. FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT TO EXCEED PURCHASE PRICE RECEIVED BY WILD GOOSE CHASE, INC. FROM CLIENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

<u>Insurance</u>: At all times while performing the Contract Duties, both Client and Wild Goose shall maintain, at its sole cost and expense, business insurance with, at minimum, basic limit standards for its industry.

Building Sale: In the event that the building is sold, it is understood that there is no obligation for Agreement assumption, and that it will be understood that the Agreement will be immediately cancelable by the Owner of Property or Purchaser and shall only require the Owner of Property to provide reasonable notice of his intent. Until such notification is given, Wild Goose Chase, Inc. shall continue to perform all contractual obligations and Owner/Purchaser will be responsible for incurred invoices for service performed up until written notification is received by Wild Goose of change in ownership/agent.





<u>Upon termination of this Agreement</u>: Wild Goose Chase, Inc. will provide Purchaser with a detailed accounting of all accrued benefits to the Property. Full and final payment to Wild Goose Chase, Inc. for all labor, work and services performed in connection with the work including a pro rata adjustment of all prepaid work/invoices or incomplete work, will be due within 30 days of termination notice.

Governing Law: This Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles.

<u>Severability</u>: If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision.

<u>Survival</u>: Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of the Agreement, or any associated orders, will remain in force.

<u>Third Party Beneficiaries</u>: Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third party.

<u>Waiver</u>: Failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder.

**Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, communications, or representations, either verbal or written between the Parties hereto. Any oral understandings are expressly excluded. This Agreement may not be changed, altered, supplemented, or added to except by the mutual written consent of the Parties' authorized representatives.

<u>Acceptance of Proposal</u> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Swan Haysun	
Wild Goose Chase, Inc. Susan Hagberg, President	Authorized Signature (Title)
Date of Acceptance:	
	(PRINT NAME & TITLE)