

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0047

Contract #: 20250061

Start date: 1/20/2025

End date: 12/31/2025

Amount: \$ 43,495.00

Contingency Amount: \$ 0.00

Department: Public Works

Total Contract Amount: \$ 43,495.00

Contract Type: Contractor

Contractors Name: Wild Goose Chase Inc.

Status of Ownership: Women Owned

Status of Sub: N/A

Certification: Attached

Self-Certifying

Did not disclose

Contract Description: 2025 Wildlife Management Program



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Wild Goose Chase Inc. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made January 20, 2025, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and Wild Goose Chase Inc. (hereinafter referred to as “Consultant”) for the performance of certain professional services for the Village in connection with 2025 Wildlife Management Program (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

- The Consultant’s Proposals dated August 14, 2024, and October 22, 2024; and/or
 Village of Orland Park RFQ/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Qualifications (RFQ), Request For Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

- A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

- the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);
 the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and

- A not-to-exceed amount of \$43,495.00 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$43,495.00. Said price shall be the total compensation for Consultant’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this

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not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
 - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

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- F. Records: The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 Scope of Services as set forth in the Consultant's proposal dated August 14, 2024 (Exhibit A)
 Schedule of Fees (Exhibit B)
 In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.
4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
 A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than January 20, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
 B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested,

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delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Mike Mazza
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108
Email: mmazza@orlandpark.org

To the Consultant:

Name: Carmen Valencia
Company: Wild Goose Chase Inc.
Address: 9955 Virginia Ave
City, State, Zip: Chicago Ridge, IL, 60415
Telephone: 708-529-3858
Email: cvalencia@wgcbird.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
 - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
 - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current

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progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.

- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant’s work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

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- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
- (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- (v) Umbrella Policy:
If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy

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shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

- (vi) Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
 - (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
 - If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each

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Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed

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officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements

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of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

- C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"),

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Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village

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from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

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- 29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

Wild Goose Chase Inc.

VILLAGE OF ORLAND PARK

E-SIGNED by Susan Hagberg
By: on 2025-02-05 22:44:38 GMT

E-SIGNED by Jim Culotta
By: on 2025-02-05 23:25:17 GMT

Name: Susan Hagberg

Name: Jim Culotta

Its President

& Authorized Agent Title: Interim Village Manager

EXHIBIT A
[ATTACH]
Scope of Work as set forth in Consultant's Proposal dated August 14, 2024, and October 22, 2024,
and/or in Village Proposal Number _____ dated _____

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

1361012-01-13-13



Exhibit A

Date: 8/14/2024
Contact: Sean Faulkner
Job Name: Orland Pk. Village Campus
Job Address: 14700 S Ravinia Ave
Job City/State: Orland Park, IL 60462

WGC Job Name: Orland Pk. Village Campus

We hereby submit specifications and proposals to: Village of Orland Park, 14700 S Ravinia 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 Feb 1, 2025 - Jun 30, 2025 Initials _____	Fall Migration 2025 Aug 1, 2025 - Nov 30, 2025 Initials _____	Total: 9 Months x \$1,200 = \$10,800.00
\$ 1,200.00 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.

As required by the state, goose egg depredation includes; locating nest(s), oiling and or adding 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 _____	\$1,300.00 Total
\$ 1,300.00 per Season	

Goose Repellent

Wild Goose Chase, Inc. will apply appropriate registered goose repellent to deter geese that are frequenting the specified location. The goose repellent is a naturally occurring compound that makes turf areas less desirable for geese to feed on. The product applied also contains a UV reflective dye that while invisible to the human eye, creates a visual warning to geese that the treated turf is a less suitable food source. Routine applications of goose repellent will discourage nuisance geese from wanting to feed at the property as they develop an aversion to treated areas. Client must provide water source location and parking area for Company equipment (truck & trailer). Company is a licensed certified agent for the spray application of registered goose repellents.

May 2025 Initials _____	\$725.00 Total
\$ 725.00 per application	

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 Chase, Inc.'s authorized representative.

Wild Goose Chase, Inc.
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GRANT TOTAL: \$12,825.00

Another
Wild Goose Chase



Terms & Conditions per the Professional Services Agreement
between the Village of Orland Park and Wild Goose Chase, Inc.
dated January 20, 2025, will apply.

Any alteration or deviation from the 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 the 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 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.

Termination of Agreement: 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 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 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

Wild Goose Chase, Inc.
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APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

Insurance: At all times while performing the Contract Duties, both Client and Wild Goose Chase, Inc. 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 Chase, Inc. of change in ownership/agent.

Upon termination of this Agreement: 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.

Severability: 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.

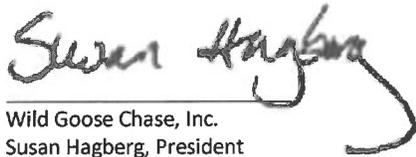
Survival: Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of the Agreement, or any associated orders, will remain in force.

Third Party Beneficiaries: 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.

Waiver: 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.

Acceptance of Proposal: 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.



Wild Goose Chase, Inc.
Susan Hagberg, President

Authorized Signature (Title)

Date of Acceptance: _____

(PRINT NAME & TITLE)





Date: 10/22/2024
Contact: Sean Faulkner
Job Name: O.P.-Centennial Pk. & Centennial Pk. W
Job Address: 15600 West Ave
Job City/State: Orland Park, IL 60462

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

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	Total: 9 Months x \$3,075.00 = \$27,675.00
Feb 1, 2025 - Jun 30, 2025	Aug 1, 2025 - Nov 30, 2025	
Initials _____	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 adding 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	Total = \$2,995.00
Mar 1, 2025-May 31, 2025	
Initials _____	
\$ 2,995.00 per Season	

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.

Termination of Agreement: 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

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Grand Total = \$30,670.00



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.

Insurance: 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.

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Upon termination of this Agreement: 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.

Severability: 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.

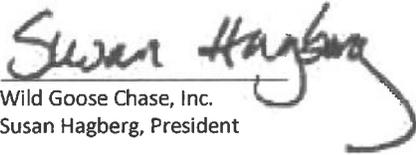
Survival: Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of the Agreement, or any associated orders, will remain in force.

Third Party Beneficiaries: 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.

Waiver: 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.

Acceptance of Proposal: 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.


Wild Goose Chase, Inc.
Susan Hagberg, President

Authorized Signature (Title)

Date of Acceptance: _____

(PRINT NAME & TITLE)



 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Susan Hagberg,
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of Wild Goose Chase Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D.#: 36-4220106
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation Illinois 03/01/1998
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned [] Small Business [] *(SBA standards)*
- Women-Owned [X]
- Veteran-Owned [] Prefer not to disclose []
- Disabled-Owned [] Not Applicable []

How are you certifying? Certificates Attached [X] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned [] Small Business [] *(SBA standards)*
- Women-Owned [] Prefer not to disclose []
- Veteran-Owned [] Not Applicable []
- Disabled-Owned []

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

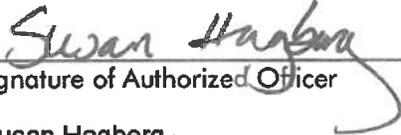
6) **TAX CERTIFICATION:** Yes No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer
Susan Hagberg

Name of Authorized Officer
President ;

Title
01/29/2025

Date



JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Wild Goose Chase Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Authorized by Emilia DiMenco, President & CEO Women's Business Development Center - Midwest



Certification Granted: January 22, 2008
Expiration Date: January 31, 2026
WBENC National Certification Number: 2005109843

NAICS: 561710
UNSPSC: 10101600, 70161500





ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p>WORKERS' COMPENSATION & EMPLOYER LIABILITY Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p>AUTOMOBILE LIABILITY (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p>GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p>ADDITIONAL INSURED ENDORSEMENTS: <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses. 	<p>LIABILITY UMBRELLA (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p>PROFESSIONAL LIABILITY</p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> BUILDERS RISK Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> CYBER LIABILITY \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 3rd DAY OF February, 2025

Susan Hagberg
Signature

Authorized to execute agreements for:

Susan Hagberg
Printed Name & Title

Wild Goose Chase Inc.
Name of Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Wild Goose Chase, Inc

Endorsement Effective Date: 01-01-2025

SCHEDULE

Name of Person(s) or Organization(s):

Any party for whom the insured is required to provide designated insured status.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** Covered Autos Coverages of the Auto Dealers Coverage Form.
- B.** The following is added to the Other Insurance Condition in the Business Auto and Auto Dealers Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" shown in the schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PLUS PAK – COMMERCIAL AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

1. Paragraph **A.1. Who Is An Insured** is amended by the addition of the following:

Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named Insured in the Declarations.

Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Employee Hired Autos

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

If Employee Hired Autos **CA 20 54** is attached to this policy, the Employee Hired Autos coverage described above does not apply.

Additional Insured By Written Contract

Any person or organization for whom you have agreed to add under a written contract or agreement. Such person or organization is an additional "insured" only with respect to your ownership, maintenance or use of a covered "auto".

This coverage is primary to and will not seek contribution from any other insurance available to an "insured" provided that:

- a. Such "insured" is a Named Insured under such other insurance; and
- b. You have agreed in a written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

2. Increased Supplementary Payments

Paragraph **A.2.a.(4)** is replaced by:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.

3. Fellow Employee

Paragraph **B.5. Fellow Employee** does not apply to claims for "bodily injury" resulting from the use of a covered "auto" where the fellow "employee" is not immune from "suit" or civil liability for "bodily injury" by reason of Workers Compensation laws or other similar laws.

Coverage is excess over any other collectible insurance.

This amendment is not applicable in Virginia. See applicable Virginia Changes endorsement.

B. Changes In Physical Damage Coverage

1. Paragraph **A. Coverage** is amended by the addition of:

Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto", of the private passenger or "light or medium truck" type, to which a loss payee applies under the Commercial Auto Coverage Part, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

The amount paid under the policy's Physical Damage Coverage and any:

- a. Overdue or any deferred lease/loan payments at the time of the "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

This coverage applies only to "autos", of the private passenger or "light or medium truck" type, that:

- a. Are provided comprehensive and collision coverages by the attached policy and
- b. Have not been previously titled under the motor vehicle laws of any state.

The insurance provided is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

The Loan/Lease Gap Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Auto Loan/Lease Gap Coverage Endorsement **CA 20 71**.

2. Paragraph **A.2. Towing and Labor** is replaced by:

2. Towing and Labor

We will pay up to a maximum of \$150 for towing and labor costs incurred each time a covered "auto", of the private passenger or "light or medium truck" type, is disabled. However, the labor must be performed at the place of disablement.

If a limit is shown in the Declarations for towing and labor costs, the Towing and Labor coverage described above does not apply.

3. Paragraph **A.4.a. Transportation Expenses** is replaced by:

a. Transportation Expenses

We will pay up to \$50 per day, to a maximum of \$1,500, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger or "light or medium truck" type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

4. Paragraph **A.4.b. Loss of Use Expenses** is replaced by:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500.

If Optional Limits – Loss of Use Expenses Endorsement **CA 99 90** is attached to this policy, the Loss of Use Expenses described above does not apply.

5. Paragraph A.4. Coverage Extensions is amended by the addition of:

Electronic Logging Devices

We will also pay, with respect to a covered "loss", up to \$5,000 in any one occurrence for the actual loss sustained to all electronic on-board recorder permanently installed in the "auto" but only with respect to a covered "auto".

A deductible of \$250 applies to any one occurrence.

In the event that there is more than one applicable deductible, only the highest deductible will apply.

Personal Property

If we pay for a "loss" to a covered "auto" caused by:

- a. Fire,
- b. Lightning,
- c. Theft or attempted theft if there are visible signs of someone breaking into the covered "auto" or the entire "auto" is stolen or
- d. Collision, we will extend coverage to pay for "loss" to personal property contained in or on the "auto" at the time of the "loss" to the "auto".

Under this extension:

- (1) The personal property must be owned by you, your family member or your employee.
- (2) We will pay up to \$500 in any one "loss".
- (3) This Personal Property coverage is excess over any other insurance available for the same "loss".
- (4) Personal Property does not include tools, jewelry, money or securities.

Rental Reimbursement

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto" of the private passenger or truck type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- b. 30 days.

Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred.
- b. \$100 per day.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger or truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under – Physical Damage Coverage Extension.

The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement Coverage Endorsement CA 99 23.

Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and Comprehensive, Specified Causes Of Loss or Collision Coverages are provided for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of the private passenger or "light or medium truck" type.

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000
- b. The actual cash value of the damaged hired "auto" or
- c. The cost of repairing or replacing the damaged or stolen hired "auto".

Our obligation to pay for repair, return or replacement of a stolen hired "auto", will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or "light or medium truck" type for the applicable coverage.

Hired Auto Physical Damage Coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or "light or medium truck" type.

If symbol 08 or 68 is listed in the Covered Autos section of the Declarations as applying to any Physical Damage Coverages, the Hired Auto Physical Damage described above does not apply.

6. Paragraphs **B.3.a.** in the Business Auto Coverage Form and **B.4.a.** in the Motor Carrier Coverage Form are amended by the addition of the following:

Accidental Airbag Inflation

This exclusion does not apply to the accidental inflation of an airbag.

7. Paragraph **C. Limits of Insurance** is amended by the addition of the following:

Waiver of Depreciation – Private Passenger Vehicle

If we deem a covered "auto", of the private passenger type, to be a total loss, within 180 days of your purchase of the "auto", and it has not been previously titled under the motor vehicle laws of any state, at our option, we may:

- a. Replace the covered "auto" with a new "auto" of like make, model and year or
- b. Pay you an amount equal to the cost of the covered "auto" new, including taxes.

This coverage does not apply to a leased "auto".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and this Coverage Form's Physical Damage Coverage

The Waiver of Depreciation – Private Passenger Vehicle Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Replacement Cost Coverage – Private Passenger Types Endorsement **CA 04 41**.

8. Paragraph **D. Deductible** is amended by the addition of the following:

Attached Autos

If you have a loss to more than one covered "auto" when such covered "autos" are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

Auto and Other Property Loss

If you have a covered "loss" to Covered Property under a Transportation, Trip Transit, or Motor Truck Cargo Legal Liability Coverage Form under this policy and a covered "loss" to a covered "auto" or more than one covered "autos" that are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

Glass Repair – Waiver Of Deductible

If the Declarations indicates that Comprehensive Coverage applies, no Comprehensive Coverage deductible applies to the cost of repairing damaged glass on the covered "auto(s)".

C. Changes in Business Auto Conditions and Motor Carrier Conditions

1. Paragraph **A.2.a. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

This duty applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual,
- (2) A partner, if you are a partnership.
- (3) A member or manager, if you are a limited liability company or
- (4) An executive officer or insurance manager, if you are a corporation.

2. Paragraph **A.5. Transfer of Rights of Recovery Against Others To Us** is amended by the addition of the following:

This condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- a. Under a written contract or agreement with such person(s) or organization(s); and
- b. Prior to the "accident" or the "loss."

3. Paragraphs **B.5.b.** in the Business Auto Coverage Form and **B.5.f.** in the Motor Carrier Coverage Form are deleted.

If symbol 08 or 68 is listed in the Covered Autos section of the Declarations as applying to any Physical Damage Coverages, this item does not apply.

4. Paragraph **B.5** is amended by the addition of the following:

Employee Hired Autos

For Hired Auto Physical Damage Coverage, any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

If Employee Hired Autos Endorsement **CA 20 54** is attached to this policy, the Employee Hired Autos coverage described above does not apply.

D. Changes in Definitions

1. Paragraph **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

2. The following definition is added:

"Light or medium truck" means a truck of 20,000 lbs. or less gross vehicle weight.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):

Any party with whom the insured agrees to waive subrogation in a written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 9. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	1/1/2025	Policy No.	WWC3755594	Endorsement No.	0
Insured	Wild Goose Chase Inc			Premium \$	15,677
Insurance Company	Wesco Insurance Company				

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you are required to add as an additional insured on this policy under a written contract

, IL

Location(s) of Covered Operations:

Various Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

If the name of the person or organization stated above includes any architect, engineer or surveyor, the following applies:

The insurance with respect to such architects, engineers, or surveyors does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- b. Supervisory, inspection, or engineering services.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. If a written contract between you and the additional insured specifically requires that this insurance be primary, then the insurance afforded by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the additional insured named in this schedule unless the other insurance is provided by a contractor other than the named insured. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

If no contract between you and the additional insured requires that this insurance be primary, then the coverage granted to the additional insured under this endorsement shall be excess over any other valid and collectible insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you are required to add, IL	Various Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
SCHEDULE

Name Of Person(s) Or Organization(s):

Any party with whom the insured agrees to waive subrogation in a written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 9. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Contractual Risk Transfer Evaluation Summary

 Date 1/29/25

Vendor/Contractor Name: Wild Goose Chase, Inc
 Contract/Project Name/ #: Village Center & Centennial Park Goose Management
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: Goose Mgmt.
 Contract/Project Summary: Village Center & Centennial Park Goose Management
 Policy Expiration Date: 1/1/26

Required Coverages/Limits – Per Contract:
Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$6M/\$6M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable

Village of Orland Park
Sole Source Request Form
Required for Purchases \$5,000 - \$24,999

Department Public Works

Date 1/20/24

Division (if applicable) NRF

Description of Good/Service 2025 Canada Geese Management Program – Village Center and Centennial Parks

Manufacturer or Supplier Wild Goose Chase, Inc.

Dollar Amount \$43,495.00

Co-op Purchasing Contract # N/A

Have Adequate Funds Been Budgeted For This Purchase? Yes No

Account number(s) 1008010-443100

Option 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- One-of-a-Kind The commodity or service has no competitive product alternatives available on the market.
- Compatibility The commodity or service must match existing brand of equipment for compatibility.
- Replacement Part The commodity is a replacement part for a specific brand of existing equipment.
- Operation Continuity The commodity or service is needed to maintain operational continuity.
- Unique Design The commodity or service must meet physical design or quality requirements.
- Delivery Date Only one supplier can meet necessary delivery requirements.
- Emergency PER VILLAGE CODE 1-16-3 (E): URGENT NEED for the item or service does not permit soliciting competitive bids.
- Other

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

In 2024 the Village contracted with Wild Goose Chase, Inc. to provide Canada Geese management services for the grounds surrounding the Village Center. After contacting several licensed

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

Relevant documentation attached

- I compared the proposed price to prices I previously paid for the same or similar services.
- I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
- I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
- Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- The price is set by law or regulations.
- Market research reveals that same or similar goods or services are available for a similar price.

Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

- State of Illinois Joint Purchase Program
- NWMC/Suburban Purchasing Cooperative
- The GSA Schedules
- Sourcewell
- Nat'l Association of State Procurement Officials (NASPO) ValuePoint
- Choice Partners Cooperative
- The Interlocal Purchasing System (TIPS)
- Purchasing Cooperative of America
- Good Buy Purchasing Cooperative
- Omnia Partners - Public Sector
- National Intergovernmental Purchasing Alliance
- The National Cooperative Purchasing Alliance
- HGACBuy
- Municipal Partnering Initiative (MPI)
- Midwestern Higher Education Compact
- National Purchasing Partners (NPPGov)
- 1Government Procurement Alliance (1GPA)
- National BuyBoard (BuyBoard)
- Other: _____

Requested By:

Name	Signature	Date
Staff Contact Mike Mazza		1/20/25
Department Head Joel Van Essen		1/20/25

Did legal review Terms & Conditions from vendor, if applicable? Yes No N/A

Have you received a CRT summary from the Risk Manager? Yes No N/A

Samantha Cooper

From: Joel Van Essen
Sent: Tuesday, January 21, 2025 7:48 AM
To: Ivana Lisnich; Samantha Cooper; Anne Skrodzki; Patrick McLaughlin; Mike Mazza; Jack Neven; Brian Fei
Cc: Brandi Watson; Sean Faulkner; Scott Hiland; Ken Dado; Samuel Brokop; Andrew Folkerts
Subject: PW Board Items Passed last night 1.20.25- Anne please confirm the below as well.

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Admin

OK
Anne

Anne,
Please confirm as well.

At the 1/20/2025 board meeting and confirmed on YouTube, <https://www.youtube.com/watch?v=LpmnL-4AsFQ>, the following were approved by consent at 23.18 mark it was read and by 7-0 vote it passed at 24:45 mark with no changes:

2025-0036 Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement - RFP 24-069 (Pat Action: Contract) OK \$863,237.15 to PT Ferro

I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and P.T. Ferro Construction Co., of Joliet, Illinois, as the lowest cost qualified responsive proposal for RFP 24-069 - Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement for a cost of \$784,737.15 plus a contingency of \$78,500.00 for a total not-to-exceed contract price of \$863,237.15; AND Authorize the Village Manager to execute all related contracts, subject to Village Attorney review; AND Authorize the Village Manager to approve change orders not to exceed the contingency amount.

2025-0038 2025 CPAC Slide Preventative Maintenance Contract (Mike Action: Baynum \$51,640)

I move to approve the waiver of the competitive bid process and authorize the approval and execution of a vendor contract with Baynum Amusement Solutions for CPAC Slide Preventative Maintenance based on Baynum Amusement Solutions' proposal A-12101 dated January 8, 2025, for a cost of \$46,640.00 plus a contingency of \$5,000.00 for a total not-to-exceed contract price of \$51,640.00; AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review; AND Authorize the Village Manager to approve change orders not to exceed the contingency amount.

2025-0040 Facility Air Handling System Cleaning - Civic Center and FLC (Mike Action: \$960,777 to Midwest Mech)

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Omnia Partners pursuant to Contract #02-91 and authorize the approval and execution of a vendor contract with Midwest Mechanical Group, Inc. for the Facility Air Handling System Cleaning at the Civic Center and Franklin Loebe Center (FLC), based on Midwest Mechanical Group, Inc's proposals dated December 20, 2024, for a total not-to-exceed contract price of \$60,777.00; AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

2025-0042 Vehicle and Equipment (V&E) Garage Safety Surfacing Project (Mike Action:

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Omnia Partners pursuant to Contract #02-91 and authorize the approval and execution of a vendor contract with Midwest Mechanical Group, Inc. for the V&E Garage Safety Surfacing Project, based on Midwest Mechanical Group, Inc's proposal dated December 20, 2024, for a total not-to-exceed contract price of

\$39,371 to Midwest mechanical

\$39,371.00: AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

2025-0041 Facility Water System Treatment and Filter Installation Project (Mike Contract) Action: *Ok Midwest Mechanical \$34,371*

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Omnia Partners pursuant to Contract #02-91 and authorize the approval and execution of a vendor contract with Midwest Mechanical Group, Inc. for the Facility Water System Treatment and Filter Installation Project, based on Midwest Mechanical Group, Inc's proposal dated December 3, 2024, for a total not-to-exceed contract price of \$34,371.00; AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

2025-0053 Spoil Removal Services 2025-2026 - Contract Award (Jack Action: *Spoils - \$90k each (\$270k)*

I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and Matthuis Trucking, Inc. of Mokena, IL as the only qualified bid for ITB #24-067 Spoil Removal 2025-2026 for two (2) years 2025-2026 at an amount of \$90,000 for FY 2025 and \$90,000 for FY 2026, for a total cost of \$180,000, with an option to extend for one (1) additional year 2027 at a cost of \$90,000, for a total not-to-exceed contract price of \$270,000.00; AND Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

2025-0045 2025 Resolution for Improvement Under the Illinois Highway Code - Sidewalk Replacement Program (Brian Action: *Send to IDOT*)

I move to adopt a Resolution entitled: RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE, related to the expenditure of MFT Funds for the 2025 Sidewalk Replacement Program. ✓

2025-0046 2024 Facilities Preventative Maintenance - Change Order #2 (Mike Action: *CO #2*)

I move to approve Change Order #2 to increase the amount of the Village's existing Facilities Preventative Maintenance contract with Midwest Mechanical to add \$48,721.21 in additional funds to the 2024 contracted amount of \$194,563.14, for a new for a new not-to-exceed amount of \$243,284.35; AND Authorize the Village Manager to execute all related contracts, subject to Village Attorney review. ✓ *Change Order*

2025-0047 2025 Wildlife Management Program (Mike Action: *\$43,495 ✓*

I move to approve the waiver of the competitive bid process in lieu of approving the execution of a sole source vendor contract with Wild Goose Chase, Inc., of Chicago Ridge, IL, for 2025 Canada Geese Management Program at the Village Center, Centennial Park and Centennial West Park, based on Wild Goose Chase, Inc's proposals dated August 14, 2024, and October 10, 2024, for a total not-to-exceed contract price of \$43,495.00; AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

2025-0048 Turf Fertilization and Weed Control - Change Order #1 (Mike Action: *CO #1*)

I move to approve Change Order #1 to increase the amount of the Village's existing Turf Fertilization and Weed Control contract with Integrity Landscaping Inc. to add \$8,123.67 in additional funds to the 2024 contracted amount of \$207,845.05 for a new for a new not-to-exceed amount of \$215,968.72; AND Authorize the Village Manager to execute all related contracts, subject to Village Attorney review. ✓ *CO \$8,123.67*

2025-0050 2025 Annual Athletic Floor Refinishing (Mike Action: *\$39,490*

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Sourcewell pursuant to Contract #031022-RBI and authorize the approval and execution of a vendor contract with Floors, Inc. for 2025 Annual Athletic Floor Refinishing based on Floors, Inc.'s four (4) proposals dated January 10, 2025, for a total not-to-exceed contract price of \$39,490.00. AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review. ✓ *\$39,490*

In Public Works Section, the following was approved at 25:00 mark it was read and by 7-0 vote it passed at 25:39 mark with no changes.

2024-0958 Village Hall Emergency Escape Windows - Alternate Proposal. (Mike Action: Contract to next lowest bidder)

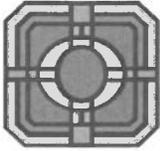
I move to approve the waiver of the competitive bid process and authorize the approval and execution of a vendor contract with Arlington Glass and Mirror Co. for Village Hall Emergency Escape Windows based on Arlington Glass and Mirror Co.'s proposal dated January 9, 2025, for a cost of \$65,860.00. AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

V/R,
Joel

✓
965,860

Joel Van Essen | Public Works Director
Village of Orland Park
15655 Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6350 | jvanessen@orlandpark.org





VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0047

File ID: 2025-0047

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 01/08/2025

Agenda Entry: 2025 Wildlife Management Program

Final Action: 01/20/2025

Title: 2025 Wildlife Management Program

Notes:

Sponsors:

Res/Ord Date:

Attachments: Proposal - Centennial Park, Proposal - Village Center, Sole Source Request Form

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	01/08/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	01/20/2025	APPROVED				Pass

Text of Legislative File 2025-0047

Title/Name/Summary
2025 Wildlife Management Program

History

There are several nuisances associated with Canada geese in the suburban environment. For example, Canada geese tend to be present in flocks of a dozen or more, which deposit large amounts of manure on walkways and turf areas. Additionally, particularly during their nesting season, they can be aggressive in protecting their eggs and young goslings. In recent years, this has been a particular issue on the grounds of the Village Center campus and Centennial and Centennial West Parks.

According to the Illinois Department of Natural Resources (IDNR), damage caused by geese in Illinois has become significant, requiring new management strategies by State and Federal agencies to provide assistance in resolving the problems. As Canada geese are a federally protected bird under the Migratory Bird Treaty Act, care must be taken when performing any management of this species of bird. For example, contractors performing this type of work are

required to be licensed Wildlife Control Operators and obtain a Class D Permit from the IDNR. Geese may be physically chased from a site by trained dogs, or a repellent can be applied to turf areas to deter them from establishing a pattern of use in a particular area.

In 2024, the Village contracted with Wild Goose Chase, Inc. to provide Canada geese management services for the grounds surrounding the Village Center. After contacting several licensed contractors, Wild Goose Chase, Inc. was the only responsive company willing to provide a quote for this work. Staff from Wild Goose Chase, Inc. were highly professional, provided excellent customer service, and were able to successfully deter Canada geese from the Village Center through a combination of harassment (usually with trained dogs), egg depredation, and goose repellent. With the success of this program, and as Canada geese have also burdened Centennial and Centennial West Parks with large populations and associated nuisances, the Village budgeted to expand the Canada geese management program to include these areas as well in 2025.

As such, Public Works requested proposals from Wild Goose Chase, Inc. to provide Canada geese management services at the Village Center, Centennial Park and Centennial West Park in 2025. A summary of the proposal costs for these services is provided below:

2025 Canada Geese Management Services

Village Center: \$12,825.00

Centennial/Centennial West: \$30,670.00

Total: \$43,495.00

Financial Impact

Funding in the amount of \$30,670.00 is available for this contract in GL account 1008010-432910. An additional \$12,825.00 is available in this same account to cover the difference between budgeted and actual costs.

Recommended Action/Motion

I move to approve the waiver of the competitive bid process in lieu of approving the execution of a sole source vendor contract with Wild Goose Chase, Inc., of Chicago Ridge, IL, for 2025 Canada Geese Management Program at the Village Center, Centennial Park and Centennial West Park, based on Wild Goose Chase, Inc's proposals dated August 14, 2024, and October 10, 2024, for a total not-to-exceed contract price of \$43,495.00;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

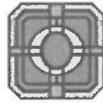
MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

January 28, 2025

Carmen Valencia
Wild Goose Chase Inc
9955 S. Virginia Ave.
Chicago Ridge, IL 60415

NOTICE OF AWARD – 2025 Wildlife Management Program

Dear Ms. Valencia,

This notification is to inform you that on January 20, 2025, the Village of Orland Park Board of Trustees approved awarding Wild Goose Chase Inc the contract in accordance with the proposals you submitted dated August 14, 2024, and October 22, 2024, for 2025 Wildlife Management Program (for Village Center and Centennial Parks), for an amount not to exceed forty-three thousand four hundred ninety-five and 00/100 (\$43,495.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by February 11, 2025.

- Complete and return enclosed Certificate of Compliance and Insurance Requirements Form.
- Submit electronically a Certificate of Insurance and endorsements from your insurance company in accordance with all of the Insurance Requirements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Samantha Cooper, Executive Assistant, at scooper@orlandpark.org, and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6108 or e-mail me at mmazza@orlandpark.org.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

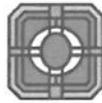
MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

February 6, 2025

Carmen Valencia
Wild Goose Chase Inc
9955 S. Virginia Ave.
Chicago Ridge, IL 60415

NOTICE TO PROCEED – 2025 Wildlife Management Program

Dear Ms. Valencia,

This notification is to inform you that the Village of Orland Park has received the electronic contract, This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, and insurance documents in order for work to commence on the above stated project as of February 5, 2025.

Please contact me at 708-403-6108 to arrange the commencement of the work.

The Village will be processing a Purchase Order Number for this contract/service and it will be emailed to your company. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accounts payable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

