

## Document A310<sub>TM</sub> - 2010

### Bid Bond

CONTRACTOR:

(Name, legal status and address)

Beritus, Inc.

1910 S. Washtenaw Avenue

Chicago, IL 60608

**SURETY:** 

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with and attorney is encouraged with respect to its completion or modification.

Any Singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Orland Park 14700 S Ravina Avenue Orland Park, IL 60462

BOND AMOUNT: Ten Percent of the total amount of bid 10%

PROJECT:

Schussler Park Inclusive Playground RFP #25-058

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effects. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond Shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this	10th	day of	October	2025	
			Beritus, Inc.		
(Witness)			(Principal)		
Jeli va	drif		(Title) Merchants Natio	nal Bonding, Inc.	
(witness)	Helen Nadirsha		(Surety)	1	
			(Title) Graig 9	Sherman/Attorney-in-Fact	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

STATE OF ILLINOIS (
SS COUNTY OF COOK (

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Shennan Attorney in Fact of Merchants National Bonding, Inc. Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Merchants National Bonding, Inc., an Iowa Corporation for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Northfield, Illinois in Said County This

 $10^{th}$ 

Day of

October

2025

My Commission Expires

OTARY

Karen N. Genoff

OFFICIAL SEAL
KAREN N. GENOFF
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/01/20



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Craig Sherman; Ted Sherman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation, It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of

2025

STATE OF IOWA

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC. MERCHANTS NATIONAL INDEMNITY COMPANY

President

Bv

COUNTY OF DALLAS ss.

On this 2nd day of 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn June did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller

Commission Number 787952 My Commission Expires

January 20, 2027

ON

2003

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I. Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

in Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this

8/11-

Secretary

POA 0018 (5/25)

### PROPOSER SUMMARY SHEET

### RFP #25-058

## Schussler Park Inclusive Playground

Business Name:	Beritus Inc.				· ·	
Street Address:	1910 S Washtenaw Ave					
City, State, Zip:	chicago, IL 60608					
Contact Name:	Wassim Kmeid					
Title: President						
Phone:	8-8481		Fax: _			
E-Mail address:						
		Price	Proposal			
4						
GRAND TOTA	AL PROPOSAL	PRICE	\$ 69	5,202	<del></del>	
<b></b>	<u> </u>	1				
		AUTHORIZAT	ION & SIGNA	<u>TURE</u>		
Name of Autho	rized Sianee:	Wassim Kme	id n			
	_				•	
Signature of Au	thorized Signee	1100				
Title: Presider	nt			Date:	025	

\*Addendums 1,2,3,4,45 acknowledged\*

#### RFP #25-058

#### **Shussler Park Inclusive Playground**

Proposer agrees to furnish to the VILLAGE all necessary materials, equipment, labor, etc. to complete the PROJECT in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

#### **SCHEDULE OF VALUES:**

The Unit Price Schedule of Values is for number comparison, aiding the Proposer in estimating quantities and preparing the lump sum Proposal price. Proposers are responsible for verifying all quantities and not to rely solely on the quantities shown in this schedule. The contract award is based on single lump sum pricing, however, should the project encounter change orders, the unit prices listed below shall govern. The unit price shall include all equipment, materials, and labor necessary to complete the work.

ITEM	DESCRIPTION	QTY	UNIT	U	NIT PRICE		Cost
	Earthwork			_		_	
1	Topsoil Stripping and Placement	280	CY	\$	75.00	\$	21.000.00
2	Earth Excavation	300	CY	\$	75.00	\$	22.500.00
	Erosion Control and R			_		_	
3	Silt Fence (Perimeter Erosion Barrier)	400	LE	\$	3,50	_	1.400.00
4	Stabilized Construction Entrance	1	EA	\$	5.000.00		5,000.00
5	inlet Protection	1	EA	\$	250.00		250.00
6	Perennial and Grass/Sedae Plantina, 1 aal	537	EA	\$	20.00		10.740.00
7	Deciduous Shrubs, 24" ht	27	EA	\$	65.00		1,755.00
8	Everareen Shrubs, 24 ht	10	EA	\$	100.00		1.000.00
9	Ornamental Tree. 4' ht	5	EA	\$	750.00		3.750.00
10	Ornamental Tree. 7' ht	1	EA	\$	800.00		800.00
11	Deciduous Tree, 2" cal.	3	EA	\$	800.00	_	2,400,00
12	Deciduous Tree, 2.5" cal	4	EA	\$	850.00		3.400.00
13	Turf Seeding	0.35	ACRE	\$	10.000.00	\$	3.500.00
	Pavina and Aaa					_	
14	Asphalt Pavina, Surface Course	25	TONS	\$	165.00		4,125.00
15	Asphalt Pavina Binder Course	40	TONS	\$	155.00		6,200,00
16	Bituminous Tack Coat. RC-70	26	GAL	\$	10.00	_	260.00
17	Athletic Pavement Coatina and Stripina	277	SO YD	\$	20.00	_	5,540,00
18	CA-6. Compacted at Depths Specified	160	TONS	\$	55.00		8.800.00
19	CA-7. Compacted	350	TONS	\$	65.00	_	22.750.00
20	5" PCC Pavement	68	SO FT	\$	11.00		748.00
21	6" PCC Pavement	5358	SO FT	\$	12.00		64.296.00
22	Playaround 5' Mound Structure	1	LSUM	\$	3.000.00		3.000.00
23	6" Plavaround Ribbon Curb	328	LF	\$	65.00		21.320.00
24	Poured-In-Place Plavaround Surfacina, 2" Base Mat	2980	SO FT	\$	21.00		62,580.00
25	Poured-In-Place Plavaround Surfacina, 3° Base Mat	3600	SO FT	\$	23.00		82.800.00
26	Poured-In-Place Plavaround Surfacina, 4" Base Mat	716	SO FT	\$	23.00	\$	16.468.00
	Utilities						
27	6" SDR 26 PVC, Installed, Complete	40	LF	\$	100.00		4.000.00
28	6" Perforated SDR35 PVC Pipe, Installed, Complete	141	LF	\$	110.00		15.510.00
29	4" Perforated HDPE Drain Tile	290	LF	\$	75.00		21.750.00
30	6" PVC Cleanout		EA	\$	1.000.00	\$	1.000.00
- 01	Furnishing						
31	Playaround Equipment Installation, Complete	1	LSUM	\$	101.060.00		101.060.00
32	24 x 48 Prefabricated Shelter Installation, Complete	1	EA	\$	35.000.00	-	35,000.00
33	Pavilion Post Masonry Surround with Precast Concrete Cap.	1	LSUM	\$	20.000.00		20,000,00
34	Shade Sail Structure, Furnish and Install, Complete	1	EA	\$	21.000.00		21.000.00
35	Basketball Goal Assembly, Furnish and Install, Complete	1	EA.	\$	7.500.00	\$	7,500,00
36	Benches, Furnish and Install, Complete	6	EA.	\$	2.500.00	_	15,000.00
37	Bike Rack, Furnish and Install, Complete	12	EA	\$	500.00	\$	6.000.00
38	General Require	The state of the s	101114	4	10,000,00	4	14 000 00
39	Bonds	1	LSUM	\$	12.000.00	_	7,000,00
40	Insurance	1	LSUM	\$	6.000.00		7.000.00
40	Mobilization		LSUM		50.000.00		50.000.00
					L BID PRICE		695,202.00

\*Please enter Total Cost on Bidder Summary Sheet

Beritus Inc	
Wassim Kmejit	9
President	
10/10/25	
	Wassim Kmejd President

## Village of Orland Park - RFP #25-058

### **Technical Proposal**

Proposer: Beritus Inc.

#### 1. Operating History

Beritus Inc. has operated continuously under the direction of Wassim Kmeid, P.E., since 2003. The company is a licensed City of Chicago General Contractor and Drain Layer, fully prequalified with the Chicago Park District and Chicago Public Schools. Over the past two decades, Beritus has successfully completed hundreds of public-sector park and site development projects encompassing playground construction, site utilities, concrete, play equipment installation, poured-in-place (PIP) surfacing, basketball courts, and parking lots. Our consistent record of timely completion, safety, and quality workmanship has made us a trusted partner for numerous municipalities and institutions across Chicagoland.

#### 2. Relevant Experience

Beritus specializes in complex playground and park infrastructure projects that integrate civil, recreational, and landscape scopes under tight deadlines and occupied-site conditions. Representative projects include:

- Johnson / Plamondon / Rowe Playgrounds (Chicago Public Schools, 2024): Full
  demolition and reconstruction of three urban playgrounds with new site utilities,
  concrete, play surfacing, and equipment installation.
- CLCA Athletic Field & Parking Lot (Chicago Hope Academy, 2023): Complete redevelopment of athletic facilities including field drainage, concrete, asphalt, and PIP surfacing.
- Northside, Wentworth, and O'Keeffe Playgrounds (Site Design Group, 2023): Multi-site
  delivery involving concrete, play equipment, and surfacing..

#### 3. Qualifications

All Beritus personnel assigned to this project bring deep, hands-on experience in park and site work construction:

- Wassim Kmeid, P.E. President / Engineer of Record: Over 20 years of experience in civil engineering and public works construction, specializing in playground infrastructure, drainage, and concrete systems.
- Eric Wirtschoreck Project Manager: Experienced in field operations, scheduling, and quality control on multimillion-dollar site projects. Skilled in coordination, cost tracking, and municipal compliance.
- Rickey Wojik Site Foreman: Heavy concrete and playground installs; on-site supervision, layout, crew management, and safety.
- Sheila Rost Admin / Accounting: Contracts, certified payroll, pay apps, COs, lien waivers, insurance tracking, and vendor coordination.

4. Subcontractor	• • •	A 3 3	Cambaat	Phone
Organization	Trade/Work	Address	Contact	Pilone
JEM	Demolition / Excavation / Site Utilities	Summit, IL	Jerry Lambert	708-516-3673
C&M Pipe	Underground Utility Supplier	19800 Stoney Island Ave, Lynwood, IL 60411	Bill Carrol	708-474-8650

NuToys	Play Equipment	PO Box 7075,	Janet Folkerts	708-579-9055
	/ PIP Surfacing	Westchester, IL		
		60154		

#### References

5. References				
Organization	Address	Contact Person	Phone	Project Name / Year
Chicago Public Schools	4959 S Archer Ave, Chicago, IL	Johnny Bouche	312-860-9097	Johnson / Plamondon / Rowe – 2024
Chicago Hope Academy	2637 W Polk St, Chicago, IL 60612	Bob Muzikowski	312-519-6500	CLCA Athletic Field & Parking Lot – 2023
Site Design Group	888 S Michigan Ave, Unit PH1, Chicago, IL 60605	Justin Rossman	217-691-6436	Northside, Wentworth, O'Keeffe – 2023

### 6. Summary

Beritus Inc. offers a proven record of public-sector excellence, safety compliance, and reliable delivery in playground and park development projects. Our deep municipal experience, in-house engineering oversight, and established network of subcontractors position us to deliver the Village of Orland Park's project with precision, quality, and accountability.



Proposers shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposers is not responsible.

The undersigned Wassim Kmeid (Enter Name of Person Making Certification)
as <u>President</u> (Enter Title of Person Making Certification)
and on behalf of Beritus Inc.  (Enter Name of Business Organization)
certifies that Proposer is:
1) A BUSINESS ORGANIZATION: Yes [ \] No [ ]
Federal Employer I.D. #: 188353 (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 (State of Incorporation)  Slyland (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 [ ] Prefer not to disclose [ ] Veteran-Owned [ ] Not Applicable [ ]
How are you certifying? Certificates Attached [ ] 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

## 3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [ No [ ]

The Proposer is authorized to do business in the State of Illinois.

## 4) ELIGIBILE 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.

## 5) SEXUAL HARASSMENT POLICY COMPLIANT: 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."

## 6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: 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.

## 7) PREVAILING WAGE COMPLIANCE: Yes M No [ ]

In the manner and to the extent required by law, this RFP is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Proposer or any subcontractor of a Proposer bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Proposer shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx).

The undersigned Proposer further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <a href="https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx">https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx</a>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

## 8) EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT: Yes 📈 No [ ]

In the manner and to the extent required by law, this RFP is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*). If awarded the Contract, per 820 ILCS 130 et seq. as amended, and if the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) is in effect, Proposer shall maintain full compliance with its requirements.

## 9) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes [/] No [ ]

As of September 16, 2025, in the manner and to the extent required by 1-16-7 (Construction Bidding and Contracts) of the Village Code, this RFP is subject to the Responsible Bidder Ordinance requirements for Village public works projects with a value of \$25,000 or more. Each bidder/proposer must comply with the following criteria, and submit acceptable evidence of such compliance, in addition to any other requirements as determined from time to time by the Village for the specific type of work to be performed:

(1) Participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training or the Illinois Department of Labor, including the graduation of at least five (5) apprentices in each of the applicable construction crafts in the preceding five (5) years;

Bidder/Proposer meets all of the requirements noted above as well as participates in apprenticeship and training programs applicable to the work to be performed on the project, with the United States Department of Labor's Bureau of Apprenticeship and Training or the Illinois Department of Labor, including the graduation of at least five (5) apprentices in each of the applicable construction crafts in the preceding five (5) years and has attached certifications and supporting documents as proof.

Brief Description of Program: PRRIENTILE + OPPLETORS	
	-
Applicable Trades Covered by Apprenticeship Programs: EXCEVATION	<u>0</u>

### 10) TAX COMPLIANT: Yes [ No [ ]

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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.

#### **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Proposer set forth on the Proposer Summary Sheet, 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 in this RFP, 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					
Wassim Kmeid					
Name of Authorized Officer					
President					
Title					
10/8/2025					
Data					

## **REFERENCES**

Provide three (3) references for which your organization has performed similar work.

# Proposer's Name: Beritus Inc

		(Enter Name of Business Organization)
1.	ORGANIZATION	Chicago Public Schools
	ADDRESS	4959 S Archer Ave Chicago, IL
	PHONE NUMBER	312.860.9097
	CONTACT PERSON	Johnny Bouche
	PROJECT NAME	Johnson/Plamondon/Rowe
	YEAR OF PROJECT	2024
	ORGANIZATION	Chicago Hope Academy
	ADDRESS	2637 W Polk St Chicago, IL 60612
	PHONE NUMBER	312.519.6500
	CONTACT PERSON	Bob Muzikowski
	PROJECT NAME	CLCA Athletic Field & Parking Lot
	YEAR OF PROJECT	2023
	ORGANIZATION	Site Design Group
	ADDRESS	888 South Michigan Unit ph1, Chicago, IL 60605
	PHONE NUMBER	217.691.6436
	CONTACT PERSON	Justin Rossman
	PROJECT NAME	Northside, Wentworth, O'Keffee
	YEAR OF PROJECT	2023

## SUBCONTRACTORS AND SUPPLIERS

Provide three (3) subcontractors/suppliers who have performed similar work for your organization.

Proposer's Name: Beritus Inc				
	(Enter Name of Business Organization)			
Subcontractor/Supplier No. 1				
ORGANIZATION	JEM			
TRADE OR WORK	Demolition/Excavation/Site Utilities			
ADDRESS	Summit IL			
PHONE NUMBER	708.516.3673			
CONTACT PERSON	Jerry Lambert			
Subcontractor/Supplier No. 2				
ORGANIZATION	NuToys			
TRADE OR WORK	Play Equipment/PIP			
ADDRESS	PO Box 7075 Westchester, IL 60154			
PHONE NUMBER	(708) 579-9055			
CONTACT PERSON	Janet Folkerts			
Subcontractor/Supplier No. 3				
ORGANIZATION	C&M Pipe			
TRADE OR WORK	Utility Supplier			
ADDRESS	19800 Stoney Island Ave. Lynwood, Il 60411			
PHONE NUMBER	(708) 474-8650			
CONTACT PERSON	Bill Carrol			

If you are using additional Subcontractors/Suppliers, provide an additional list and attach it to the Proposal.

						DATE
AC	ORD CE	ERTIFICATE C	F LIABILIT	Y INSUF	RANCE 1	0/08/2025
			THIS CERTI	FICATE IS ISSUE CONFERS NO RI	ED AS A MATTER OF IN GHTS UPON THE CER 'E DOES NOT AMEND, FORDED BY THE POLICE	EXTEND OR
Worth	n, IL 60482		INSURERS A	FFORDING COVE	ERAGE	NAIC#
INSURE	448-4600		INSURER A: EV	anston Insurar	ce Company	35378
DEDI	TUS INC		INSURER B:			
	S WASHTENAW ST		INSURER C :			
80			INSURER D :	INSURER D:		
Chic	CHICAGO, IL 60608			INSURER E :		
	POLICIES OF INSURANCE LISTED BELOV REQUIREMENT, TERM OR CONDITION O PERTAIN, THE INSURANCE AFFORDED CIES. AGGREGATE LIMITS SHOWN MAY	HAVE BEEN REDUCED BY PAID	CLAIMS .	POLICY EXPIRATION	LIBAT	
LTR		POLICY NUMBER	DATE(MM/DD/YY)	DATE (MM / DD / YY )	EACH OCCURRENCE	\$ 1,000,000.00
1		CLAIMS MADE X OCCUR  GENERAL LIABILITY  2AA431627	05/27/2025	05/27/2026	FIRE DAMAGE( Any one fire )	s 100,000.00
the state of the s			03/21/2020		MED EXP( Any one person )	\$ 10,000.00
A	CLAIMS MADE X OCCUR				PERSONAL && ADV INJURY	\$ 1,000,000.00
					GENERAL AGGREGATE \$ 2,000,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP / OP AG	s 1,000,000.00
	PRO- 100	34				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	s
	ANY AUTO ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
В	X SCHEDULED AUTOS HIRED AUTOS				BODILY INJURY ( Per accident )	\$
	NON - OWNED AUTOS				PROPERTY DAMAGE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS GENERAL CONTRACTOR---

THE CITY OF CHICAGO AS ADDITIONAL INSURED ON PRIMARY, NON-CONTRIUTORY BASIS

CLAIMS MADE

GARAGE LIABILITY

ANY AUTO

EXCESS LIABILITY

OCCUR

If yes, describe under SPECIAL PROVISIONS below

ACORD 25 (2001/08)

DEDUCTIBLE RETENTION

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION		
CITY OF CHICAGO GENERAL CONTRACTOR LICENSE PROGRAM PO BOX 388249 CHICAGO IL 60638		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL		
		IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.		
		© ACORD CORPORATION 1988		

AUTO ONLY - EA ACCIDENT \$

OTHER THAN AUTO ONLY:

AGGREGATE

EACH OCCURRENCE

WC STATU -TORY LIMITS

E. L. DISEASE - EA EMPLOYEES
E. L. DISEASE - POLICY LIMIT \$

EA ACC \$

\$

\$

\$

\$



## INSURANCE REQUIREMENTS

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

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

Standard Insurance Requirements	Please provide the following coverage if box is checked.	
WORKERS' COMPENSATION & EMPLOYER LIABILITY Full Statutory Limits - Employers Liability \$500,000 - Each Accident \$500,000 - Each Employee	LIABILITY UMBRELLA (Follow Form Policy)  \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate	
\$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park	\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate	
AUTOMOBILE LIABILITY (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All	EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability	
Company Vehicles.  GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence	PROFESSIONAL LIABILITY  \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date	
Bodily Injury & Property Damage \$2,000,000 General Aggregate Limit \$1,000,000 Personal & Advertising Injury	\$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date	
\$2,000,000 – Products/Completed Operations Aggregate  ADDITIONAL INSURED ENDORSEMENTS:	Other:  Deductible not-to-exceed \$50,000 without prior written approval	
(Not applicable for Goods Only Purchases)  ISO CG 20 10 or CG 20 26 (or Equivalent)	BUILDERS RISK Completed Property Full Replacement Cost Limits – Structures under construction	
Commercial General Liability Coverage     CG 20 01 Primary & Non-Contributory (or	ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY	
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.	\$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	
Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursing a third party to recover damages for covered loses.	\$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage	
	CG 20 37 ADDITIONAL INSURED - Completed Operations (Provide only if box is checked)	

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 10 DAY OF October , 20 25			
Signature	Authorized to execute agreements for:		
Wassim Kmeid President	Beritus Inc		
Printed Name & Title	Name of Company		

## **AM Best Rating Services**

## **Evanston Insurance Company**

BestLink A AMB #: 003759 NAIC #: 35378 FEIN #: 362950161

**Mailing Address** 

10275 W. Higgins Road, Suite 750 Rosemont, Illinois 60018 **United States** 

Web: www.markelcorp.com Phone: 847-572-6000

Fax: 847-572-6389 View Additional Address Information

AM Best Rating Unit: AMB #: 003191 - Markel North America Insurance Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058405 - Markel Group Inc. is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

#### **Best's Credit Ratings**

#### Financial Strength View Definition

Rating (Rating Category):

A (Excellent)

Affiliation Code:

g (Group)

Outlook (or implication):

Stable

Action:

Effective Date:

November 22, 2024

Initial Rating Date:

June 30, 1983

### Long-Term Issuer Credit View Definition

Rating (Rating Category):

a+ (Excellent)

Outlook (or implication):

Stable

Action:

**Effective Date:** 

November 22, 2024

Initial Rating Date:

June 29, 2005

### Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00

## **Best's Credit Rating Analyst**

Rating Office: A.M. Best Rating Services, Inc.

Senjor Financial Analyst: Robert Valenta, CPCU

Director: Alan Murray

Note: See the Disclosure information Form or Press Release below for

the office and analyst at the time of the rating event.

#### Disclosure Information

Disclosure Information Form

View AM Best's Rating Disclosure Form

**Press Release** 

AM Best Affirms Credit Ratings of Markel Group Inc. and

Its Subsidiaries

November 22, 2024

View AM Best's Rating Review Form

#### Rating History

A.M. Best has provided ratings & analysis on this company since 1983.

Effective Date	Rating		
November 22, 2024	- A-		
October 27, 2023	A		
September 30, 2022	Α		
September 15, 2021	Α		
September 11, 2020	Α		
December 13, 2019	A	,	

Long-Term Issuer Credit Rating				
 Effective Date	Rating			
November 22, 2024	a+			
October 27, 2023	a+			
September 30, 2022	a+			
September 15, 2021	a+			
September 11, 2020	8+			
December 13, 2019	a+			

#### Best's Credit & Financial Reports



Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 003191 - Markel North America Insurance Group.



Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.



Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

#### **Press Releases**

Date	Title	
Nov 22, 2024	AM Best Affirms Credit Ratings of Markel Group Inc. and Its Subsidiaries	
Oct 27, 2023	AM Best Affirms Credit Ratings of Markel Group Inc. and Its Subsidiaries	
Sep 30, 2022	AM Best Affirms Credit Ratings of Markel Corporation and its Subsidiaries	
Sep 15, 2021	AM Best Affirms Credit Ratings of Markel Corporation and its Subsidiaries	
Sep 11, 2020	AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries; Upgrades Issuer Credit Rating of Markel Bermuda Ltd	
Dec 13, 2019	AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries	
Dec 19, 2018	AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries	
1	2 3 Page size: 10 26 items in 3	pa

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#### Dubai Disclosures

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Contact	
Locations	

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