

**Cleburne ISD  
Bid-Wheat MS Concession Stand  
505 N. Ridgeway Suite 100  
Cleburne, TX 76033**

**May 12, 2014**

**Nissi Development Group  
(11498 Luna Rd. #104, Dallas)**



**Cleburne ISD  
505 N. Ridgeway Suite 100  
Cleburne, Texas 76033**

DATE: April 24, 2014

**TO BE OPENED ON**

**May 12, 2014**

**BID- Concession Stand**

**Important: Show  
Wheat MS Concession  
Stand Bid on all  
correspondence**

**REQUEST FOR SEALED BID**

For the construction of a new concession stand located at 810 N. Colonial  
Cleburne, Texas 76033

Pursuant to the provisions of the Education Code 44.031(a) of the State of Texas and rules and regulations adopted by Cleburne ISD Board of Trustees, bids subject to the conditions and requirements made a part hereof will be received until 2:00 p.m. local time, on Monday May 12, 2014 in the Cleburne ISD Central Office located at 505 N. Ridgeway Suite 100 Cleburne, Texas 76033. Bids can be mailed or delivered to the above address.

**REFER INQUIRIES TO: Barry Hipp**  
Senior Director of District Operations  
505 N. Ridgeway Suite 100  
Cleburne, Texas 76033  
**TELEPHONE: (817) 202-1125**  
**EMAIL ADDRESS: barry.hipp@cleburne.k12.tx.us**

<b>CONTRACTOR INFORMATION:</b>	
<b>Contact:</b>	Yunsik Lee
<b>Company:</b>	Nissi Development Group
<b>Address:</b>	11498 Luna Rd #104
<b>City/State/Zip:</b>	Dallas TX 75234
<b>Telephone:</b>	214-723-7633
<b>Fax Number:</b>	
<b>Email Address:</b>	ylee@ntssigroup.com

**GENERAL**

Proposals are subject to the attached Standard Terms and Conditions.

**USING DEPARTMENT**

Facilities

**EXECUTION OF BID**

**(Attachment B)**

**Please provide two (2) copies**

**IMPORTANT: PLEASE BE SURE YOUR ENVELOPE IS ADDRESSED AND MARKED:**

Bid-Wheat MS Concession Stand  
Cleburne ISD  
505 N. Ridgeway Suite 100  
Cleburne, Texas 76033

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within sixty (60) days of May 12, 2014 to provide the specified items and/or services or Work as described in the specifications and instructions for the sum in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached hereto.

COMPANY NAME Nissi Development Group Inc.  
ADDRESS 11498 Luna Rd Suite 104

CITY, STATE, ZIP Dallas TX 75234

SIGNED (IN INK) 

PRINTED NAME Brian Hwang DATE 5-12-2014

Title Project Manager

TELEPHONE NUMBER 972-998-3532 FAX NUMBER \_\_\_\_\_

**ACCEPTANCE OF BID**

Your bid is accepted as indicated on this copy.

Date: \_\_\_\_\_ By: \_\_\_\_\_

Barry Hipp, Cleburne ISD

**EXECUTION OF BID**

**(Attachment B)**

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ADDRESS 11498 Luna Rd Suite 104  
Dallas

CITY, STATE, ZIP Dallas TX 75234

SIGNED (IN INK) 

PRINTED NAME Brian Hwang DATE 5-12-2014

Title Project Manager

TELEPHONE NUMBER 972-998-3532 FAX NUMBER \_\_\_\_\_

**ACCEPTANCE OF BID**

Your bid is accepted as indicated on this copy.

Date: \_\_\_\_\_ By: \_\_\_\_\_

Barry Hipp, Cleburne ISD

**GUIDELINES FOR CONTRACTOR AND VENDOR DISPOSAL OF WASTE  
(Attachment C)**

Cleburne ISD is seriously committed to recycling, and the District expects its Contractors and Vendors to share this commitment as well.

All construction debris generated by Contractor/Vendor, as well as all packaging material (cardboard, banding, shipping crates, etc.), must be removed from district sites by the Contractor/Vendor and disposed of in an environmentally-friendly manner (e.g. recycling).

The Contractor/Vendor is responsible for providing its own dumpster; use of the district's dumpster is not allowed.

Your cooperation in recycling and adhering to the disposal of waste guidelines at Cleburne ISD is appreciated. Any Contractor or Vendor who intentionally and knowingly disregards these guidelines may be excluded from further bid considerations.

(Please keep this section for your files.)

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(Please send this section with your bid.)

**STATEMENT OF AGREEMENT TO CONTRACTOR AND VENDOR DISPOSAL OF WASTE**

I hereby agree to abide by the aforementioned guidelines for Contractor and Vendor disposal of waste.

  
\_\_\_\_\_  
(Signature – must be in ink)

Brian Hwang  
\_\_\_\_\_  
(Typed or Printed Name)

Nissi Development Group  
\_\_\_\_\_  
(Company)

5-12-2014  
\_\_\_\_\_  
(Date)

# AIA<sup>®</sup> Document A310<sup>™</sup> - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

NISSI GROUP INC.  
1500 Midway Ct. Suite W12  
Elk Grove, IL 60007

**SURETY:**

(Name, legal status and principal place of business)

ARCH INSURANCE COMPANY  
300 Plaza Three  
Jersey City, NJ 07311-1107

**OWNER:**

(Name, legal status and address)

CLEBURNE INDEPENDENT SCHOOL DISTRICT  
505 North Ridgeway Drive, Suite 100, Cleburne, TX 76033

**BOND AMOUNT:** Five percent of amount bid.  
(5% of Amount Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

WHEAT MS CONCESSION STAND - New \$,031 sq. ft. one story concessions building & toilets Project Number, if any:

This document has important legal consequences. Consultation with an 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.

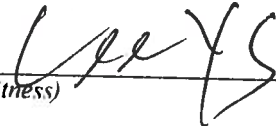
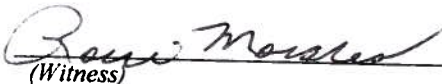
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 thereof; 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 effect. 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 been 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 8th day of May, 2014

(Witness)

  
  
(Witness)

Robbi Morales

NISSI GROUP INC.

(Principal)

(Title) Project Manager, Officer

ARCH INSURANCE COMPANY

(Surety)

(Title)

V. DeLena Marshall, Attorney in Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.*

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Don E. Cornell, Lisa M. Bonnot, Ricardo J. Reyna, Robbi Morales and V. DeLene Marshall of Dallas, TX (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

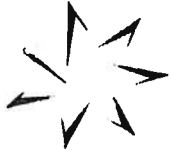
The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH Insurance Company

ARCH Surety

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## TEXAS CONSUMER NOTICE

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent at the telephone number provided on the Declarations page of your policy.

You may contact William J. Misero, Surety, Arch Insurance Company, at the toll-free telephone number or address provided below:

**Arch Insurance Company  
Attention: William J. Misero  
3 Parkway Suite 1500  
Philadelphia PA 19102  
1-866-472-8845**

You may contact the Texas Department of Insurance to obtain information on companies' coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

**P.O. Box 149091  
Austin, TX. 78714-9091  
FAX# (512) 475-1771**

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.



## Wheat MS Concession Stand Proposal

### Nissi Group Inc.

Item	Work Discription
Erosion Control Survey, Staking	Install site fence and orange fence as required. To stake necessary points by professional surveyor.
Demolition	Saw cutting existing concrete as required for demolition per drawing. All debris will be hauled away.
Excavation, Grading Compaction	Clearing, grubbing, removing top soil to be filed up for future use, excavate the ground as necessary to place concrete slab and sidewalks. Haul away spoils. Shoring and temporary sheeting will be made as required. Compact subgrade to make sure to achieve 95% of compaction where concrete is <b>Select backfill and Moisture condition as required.</b> Place 2" sand over compacted subgrade.
Concrete	Place concrete forms as necessary Install rebar reinforcement for grade beam, slab, sidewalks Install dowels to connect to existing concrete Place concrete 5" for slab and 4" for sidewalks and bleacher foundation Make ramps, steps, retaining wall Install expansion joint per drawing
Concrete Test	Test will be made by professional testing firm.
Building framing	Wall framing and roof framing will be done per drawing. To use engineering wood as required for roof framing.
Sheathing	OSB sheathing will be installed for wall and plywood sheathing for roof deck.
Insulation	Rigid 1 1/2" board insulation will be installed on sheathing. Batt insulation will be installed in the wall and ceiling as specified.
Damp Proofing	Damp proofing material will be applied over board insulation.
Roofing	Self adhearing underlayment will be installed over roof deck before installing metal roof as specified. All gutters and downspot will be installed.
Brick masonry	King size brick CME will be installed per drawing
Soffit	Cement siding(Hardie Board) will be installed on the soffit.

Item	Work Discription
Drywall	Drywall will be installed interior wall and ceiling. Taping and sanding will be done prior to paint.
FRP	FRP will be installed in the rooms as specified.
Bathroom	Bathroom Partition and accessories will be installed per drawing. All plumbing fixtures will be installed as specified.
Doors	Overhead Coiling Doors, HM doors and hardware as specified.
Handrail	Handrail will be fabricated and installed per drawing with painted.
Concrete Encasement	16 LF concrete encasement will be made per drawing
Cabinets	Cabinets will be made and installed per drawing
Plumbing	All underground piping, vent, waterline, sanitary sewer line will be installed to meet the code and per drawing. Sanitary sewer pipe will be installed to be connected to city sewer. All fixtures will be installed per code. 5 LB Grease trap will be installed.
Electrical	All lights, Unit heaters, meter and panel will be installed. Install single phase 200 Amps meter, panel and disconnect.
HVAC	2 Exhaust Fans will be installed per drawing.
108 sf HMA repair	Saw cut and remove existing area and repair as required.
Gutter, Curb repair	Repair gutter and curb as required.
Total Price	\$248,490.00

\* We acknowledge all the addenda issued.

**Excluding Items**

Excluding	. Piers, Void forms . New transformer
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**Material Allowance**

Overhead Door	\$600 each. Total \$1,800
Concrete Test	Total \$1,000

## Nissi Group Project Reference

Project Name	Description	Job Address	Owner	Architect	Amount(\$)
Storage Demolition 2012.2 - 2012. 4	Demolition of 100,000 SF concrete Asphalt removal 5" Concrete Paving	2154 Royal Ln Dallas TX	King Spa Dallas 469-569-7614		\$ 230,000
DPS Office Renovation 2013.5	Interior renovation of DPS office · Demolition, Flooring, Paint, Door · Laminate, Countertop, Info desk	2625 Old Denton Rd. Carrollton TX 75007	DPS Texas 972-245-5800	SAM.S	\$ 98,000
King Spa Dallas Expansion 2012.5 - 2014.2	50,000 SF of addition of activity pool, bade pool, pool bar, massage rooms	2143 Joe Field Rd. Dallas TX 75229	King Spa Dallas 469-569-7614	GSO Architect	\$ 14,000,000
Shinhan Bank Construction 2013.2 - 2013.9	New construction of bank 3000 s.f. New building, parking lot	2240 Royal Ln Dallas TX 75229	Shinhan Bank America Dallas 972-406-3540	Mahbub Dewan 214-739-3619	\$ 1,200,000
DCTA Porch Repair 2014-4 - 2014.5	Demolition of old porch and installation of new concrete porch with stain.	604 E. Hickory Denton, TX	DCTA		\$ 7,000
Celebration Park Playground Improvement 2011.4 - 2014.5	Demolition of existing playground and install new ground and wall	305 Century Parkway Allen	City of Allen		\$ 45,000
King Spa Chicago 2009.8 - 2011.1	Renovation of old building to Spa bldg. 35,000 s.f.	809 Civic Center Dr. Niles IL 60714	King Spa Chicago 847-972-2540		\$ 6,000,000