

Exhibit B – FOREVER 21 BID NOTES

These Bid Notes will become part of the Contract Documents. These Bid Notes are not intended to limit the Contractor's responsibilities to the specified items. Its intent is to specify additional responsibilities or clarify and emphasize the responsibilities already stated in other Contract Documents.

These Bid Notes and other Contract Documents, **including the GC's bid proposal**, shall complement each other, and whenever possible, all of the Contract Documents shall be interpreted in such a manner that the intended result is achieved. If there is a conflict, the provision requiring a higher burden upon the Contractor shall control.

Unless otherwise noted, **the Contractor will supply and install** the following as part of the Contract Amount:

Division 1

1. Meet with LL prior to bid finalization. The contractor shall incorporate the LL requirements into the bid pricing.
2. Perform site survey prior to finalizing bid and include price to relocate/remove any pipes/conduits/ducts in conflict with F21 design. Report to F21 prior to bid finalization if unable to relocate/remove.
3. Resolve all conflicts or gaps between design and/or site conditions and/or local code as part of contract scope.
4. Contingencies to cover unforeseen conditions to achieve a code compliant finished product in accordance with the intent of the architect's design. There will be no additional cost for changed scopes, design conflicts or unforeseen conditions beyond the submitted price.
5. All mall fees, including but not limited to, utility tie-in, sprinkler shutdown, trash removal, and temporary electric.
6. State and local taxes.
7. F21 will reimburse GC for the building permit fee only at no mark up. Subcontractors provide sub-trade permits.
8. Union labor rates if required.
9. Performance and Payment Bonds unless waived by F21 in writing.
10. F21 will not pay overtime to accelerate the schedule nor additional general conditions cost for delayed schedule regardless of the cause of delay.
11. Provide take-off of F21 supplied material prior to scheduling delivery.
12. Provide preferred delivery dates of F21 supplied material within 48 hours after project commencement.
13. All temporary utilities including phone service during construction. Provide spider boxes with single and three phase power for use by all trades during construction. Provide Generator if no temp power available.
14. Provide coordination (redline) plan of site conditions such as Lease lines, column sizes and locations, pipes, ducts, conduits and any other conditions that cannot be removed as part of the contract within 48 hours after demolition completion.
15. Layout all sub-trades to avoid conflict and notify F21 for resolution prior to installation. The contractor will correct conflicts between trades and in design not reported during the layout phase at contractor's cost. Do not automatically follow the bigger detail.
16. Schedule and coordinate F21 hired contractors as if they were Contractor's own subcontractors. No adjustment in the Work Schedule will be granted for the Contractor's failure to properly schedule and coordinate with these contractors and vendors. These F21 hired contractors and vendors may include but not limited to, Sensormatic, music system installer, light fixture supplier, and telephone & computer installer, among others (see attached vendor information).
17. Submit weekly jobsite updates every Thursday along with photos, minimum of thirty, of every portion of the store.
18. On or off site storage and material handling for F21 supplied materials. F21 will ship materials according to GC's job progress and F21's shipping needs. F21's shipping needs will control in case of conflict. GC will prepare inventory of left over material at the end of the project by packing, boxing, crating and/or palletizing and will coordinate pick up with F21 or F21's direct vendors.
19. Inventory all F21 supplied materials and notify F21, in writing with supporting photos taken at the time of the offload, of any missing or damaged items within 48 hours of receipt. Any items not reported in writing within 48 hours will be replaced at Contractor's cost.
20. Submit all shop drawings to F21 for review and approval. GC may be asked to correct or entirely replace products if missing F21 shop drawing approval.
21. Schedule TDLR inspection as part of final inspections if project is in Texas.
22. All permits and inspections after project start, including low voltage permits for computer, camera, burglar alarm, music, any and all special inspections and Certificate of Occupancy.
23. Professional cleaning of entire jobsite, which includes buffing and scrubbing the floor, once before turnover to Owner and again the day (or night) before opening for business. There will be no add cost for nights or weekends.
24. Labor and material to unload all construction supply and merchandise trucks.
 - Supply 6 laborers, 2 forklifts, 3 pallet jacks, 10 furniture dollies, 1 drywall dolly, and three 40 yard dumpsters during the store set up. Add two 40 yard dumpsters and 3 laborers for every 5000 sf of store space above 10,000 sf.
25. Punchlist correction will be performed during store merchandising period and thereafter. All work to be performed during off business hours unless approved in writing by F21. GC will move all floor fixtures and etc as necessary to successfully complete their work. GC will move back the fixtures and etc and clean the work area to the condition it was prior to work commencement. GC will reimburse F21 for overnight security if necessary.

Owner's Initials: _____

Contractor's Initials: _____

26. Contractor will not charge more than 10% mark-up on change orders. Change orders must be submitted prior to work performance. F21 will not accept add cost after work is done.
27. Submit to F21 all contractor and subcontractor lien waivers and proofs of payment equal to or greater than the payment made to the Contractor prior to the current Application of Payment.

Division 2

28. Temporary barricade install, removal & clean up. Provide barricade dimensions with 48 hours of install or take space.
29. Install F21 supplied barricade graphics
30. Do not demolish telephone MPOE hardware, if existing. Report location and coordinate relocation with Phone Company and F21.
31. Floor protection for elevator/Escalator move-in and installation.
32. OSHA approved barricade and scaffolding at escalator and elevator openings, including “dance floor” scaffold.

Division 3

33. Floor prep to ensure level finish flooring.
34. All cutting, coring and backfilling of concrete.

Division 5

35. 18ga or heavier break-metal at applicable storefront for smooth seamless finish. Bondo seams and paint MT3.
36. Bent plate and frame/drywall finish at escalator openings.
37. Stainless steel metal reveal at all locations showing reveal. Provide finish per plan.

Division 6

38. Install F21 supplied crown and decorative moldings.
39. 5” radius cove in the accessory area ceiling.
40. Set F21 supplied Cashwrap and backwrap after the finish floor is installed and sand the counter tops for a seamless finish. Use Formica Solid Surface Seam Adhesive, compatible seaming gun and MFX08-18 nozzle.
41. Assemble and install F21 supplied cabinets and fixtures.
42. Install F21 supplied mirror frames.
43. Install F21 supplied display wall panel systems, concealed standards and handicap bench.
44. Install F21 supplied blade wall panel where indicated on plan. Patch between panels with Bondo for seamless appearance. Spray paint high gloss PT70.
45. All backing and blocking for wall panels, columns, storefront, mirror frames, signage, curtain tracks, tie backs, number hooks, custom wall cabinets, floor to ceiling/wall metal fixtures, electrical and mechanical fixtures. 100 lb blocking for all chandeliers.
46. Install F21 supplied accessory area wall cabinets and all associated moldings.
47. Millworks and decorative trims do not come pre-assembled. Cut-sheets and patterns will be forwarded to GC for assembly on site. Caulk all gaps between trims and drywall prior to painting.
48. Anchor Lingerie room drawer cabinets to the back wall.
49. Satin stainless steel and gray rubber bump-stops for all doors. See A012 #1 Hardware Notes.

Division 7

50. The Contractor shall repair any damaged fireproofing on existing Mall structural members.
51. Waterproof membrane under either the VCT with rubber base or sheet vinyl with integrated 6” cove base at bathrooms.
52. Caulking at all wood bases.
53. Caulk between all mirror frames and wall behind and between mirror and frame.

Division 8

54. “Detex V40”, “Detex V50” or “Von Duprin Guard X” panic hardware with battery powered alarm for all new and existing rear exit doors. Contractor will verify which equipment meets the City and/or Landlord requirements. Where applicable install a rear entry door hardware for store access.
55. Fittingroom doors supplied by F21 complete with moldings, paintwork and hardware. Doors and frames to be installed by Contractor.
56. Locksmith to re-key all doors to be alike at time of turnover in F21’s presence and provide 10 copies (25 for stores over 50,000 sf in size).
57. Roll up gate or glass doors and hardware, including concealed closers with hold open function and dust proof strike-plates.
58. Kick plates for all doors new or existing except storefront entry.
59. Install ¼ inch thick mirrors with factory polished edges onto Owner-furnished mirror frames. Field verify frame sizes before ordering mirrors.
60. Sales area mirrors with ½” beveled edges when not installed in F21 supplied mirror frames. See elevation details.
61. Provide notched glass at escalator opening guardrail where it terminates to the side of the escalator guardrail at the escalator landing.

62. Access panels for HVAC, signage, emergency light, test valve, roll-up gate and Sensormatic. Determine quantity based on contractor's knowledge of local requirements. Provide access panels with drywall taping bead type flange. Label if required by local code.
63. 24"x24" access panels for each AHU in the ceiling or a single 24"x24" access with a catwalk above ceiling.

Division 9

64. Install drywall mounted ceiling Medallions in the Accessories ceiling prior to hanging drywall.
65. Wall panel framing to match existing stud layout in the wall behind. Provide additional intermediate support if the wall framing is further than 16" apart.
66. Provide accessory cabinet openings exactly per the measurements in the plans.
67. Light cove trough at ceiling shall not be more than 6" in depth.
68. Drywall grids as support for AH6 type light fixtures in the ceiling.
69. F21 storefront tiles are un-gauged and vary in thickness. Contractor shall keep the tiles lined up and flat when installing. Provide grout to match tile.
70. Install all F21 supplied tiles with grout joint no bigger than 1/16-inch grout joint. Grout shall be of similar color to the tiles.
71. Install all F21 supplied finish floor and base.
72. All floor and under-tile surfaces shall be covered with thinset without any gaps or hollow spots. All tiles shall be 100% back buttered.
73. Install F21 supplied tiles inside elevator cab or supply/install VCT flooring if cab condition doesn't allow.
74. Match grout color with the lighter tile where two different colored tiles meet.
75. Install F21 supplied tiles in areas under accessory cabinets.
76. Provide glue and install F21 supplied wood floor for glue down wood floor application.
77. VCT for all non-sales areas with 2 coats of sealer. Provide red VCT to illustrate electrical equipment clearance area.
78. 8" MDF wood base painted PT-1 at all non-sales areas.
79. Metal transitional strips between floor-finish changes or between wood floors when flooring materials change direction.
80. Mall tiles and sloping to meet ADA requirement.
81. Walk-off mat if shown in floor plan.
82. Painting, wallcovering and murals (graphics wallpaper).
83. Caulk at all moldings and trims.
84. Finish paint on all walls behind accessory cabinets.
85. Clear corner guards for wall coverings, murals (graphics wallpaper), all columns and wall corners without wood moldings.
86. Paint all non-sales area walls with PT-1 paint.
87. "Breakthrough, white 50-1" paint, to be sprayed, for all interior walls, cabinets and ceiling at accessory area.
88. Patch and repair existing landlord finishes at storefront for a "like new" finish as necessary.
89. FRP wainscot for mop sink and 5/8" "Green Board" gypsum for Hi - Lo water fountain, if applicable.

Division 10

90. Storefront Awning and permit. F21 will provide shop drawing.
91. All F21 supplied signage and permit. F21 will provide shop drawing.
92. Service and bring up to code all light and bathroom fixtures and accessories if shown in the plans to be reused.
93. Fire extinguishers per local fire code with all required testing and certification.
94. Accessibility signage at cashwrap, fitting room, bathroom, and etc.

Division 14

95. F21 will provide straight time 16 hours for elevator cab operation to complete work in the shaft. GC will pay for any additional or premium time.
96. Escalator and elevator protection. Any clean down or repair cost outside the conveyance system vendor's original scope of work will be billed to GC.

Division 15

97. Any magnetic starters, switches, etc. needed to power HVAC equipment, whether shown in drawings or not.
98. Layout thermostats and lock boxes to avoid conflicts with moldings.
99. Additional duct and diffuser at non-sales areas as necessary based on F21 review with GC.
100. Move sprinkler lines above ceiling and drop heads. Relocate sprinkler lines 2" and under in diameter in the event of site or design conflicts.
101. Layout all sprinkler line, head, speaker and access panel locations to avoid conflict with molding and light fixture placement.
102. Fully concealed sprinkler heads throughout.
103. 2 wet stamped copies of certified air balance report as part of closeout package.

Division 16

104. Install F21 supplied light fixtures and lamps.
105. Provide circuits and install F21 supplied strip lights behind all Accessory area cabinets wrapping the four sides of the Plexiglas opening of each fixture.
106. Install strip lights behind the top and bottom side of the cashwrap Plexiglas and tied to a sales area light contactor.
107. All conduits if required by Landlord and/or city, including conduit and junction boxes for low-voltage work such as telephone, controls, CCTV, theft control alarm (e.g. Sensormatic system), fire alarm systems, music systems, etc. City and Landlord requirements for low voltage conduits will supersede the drawing.
 - Conduit from mall phone room to telephone patch panel in store.
 - All low voltage wires shall be in conduits in open ceiling applications.
108. RG 59 coax with Siamese low voltage wire and homerun to the designated panel location for security cameras.
109. Two Cat 5e for each cash register in a cashwrap + two spares, two Cat 5e for each backwrap, one Cat 5e between each cashwrap and backwrap, two Cat 5e to Manager's Room, two Cat 5e to each stock room, and one Cat 5e for a web camera, all homerun to phone panel on electrical plan.
110. Two quad outlets and one dual at 9ft AFF with dedicated power for use by camera and music equipment. Location TBD by F21.
111. Plywood backing (4' x 8' x 3/4" fire-treated) where phone board is shown on the power plan.
112. Verify light switch, outlet and data/camera wire homerun locations with F21.
113. Junction boxes for music system volume controls.
114. Thomas & Betts "FPT-CACP-AL" round brushed aluminum cover plates with matching recessed floor electrical boxes. Preferred substitute: "Wiremold" 895TCAL.
115. Provide power, access panel, conduits with pull strings, concrete cut and etc as required by Sensormatic. Sensormatic equipment will not ship until all site condition requirements are satisfied. F21 will provide GC with a packing list of Sensormatic equipment being delivered and GC will be liable for the equipment until at which time Sensormatic technician begins installation. Sensormatic will be responsible after installation begins.
116. GC shall direct Sensormatic tech to surface mount the alarm speaker centered to the entry.
117. Buzzer(s) at one or more door(s) as determine with F21 PM and bells at each stock room and cashwrap. Submit specs to F21 for approval.
118. Flex conduits are not allowed where visible to customers.
119. Layout all electrical ceiling and wall fixtures to avoid conflict with mirrors, moldings, wall panels and etc.
120. Fire alarm and life safety system to meet the Landlord's and local building and safety and/or fire department requirements.
121. Contractor to provide a 3-month electrical servicing period to replace any defective or burnt-out ballasts and lamps for all owner-furnished electrical fixtures. The 3-month period will start after the store is turned over to the Owner.