

AGREEMENT FOR CONSTRUCTION SERVICES
Access Control System – 330-340 NE Kirby, McMinnville
(Yamhill County and A & E Safe & Alarm Co
dba A A & E Security and Electronic Solutions)

THIS AGREEMENT is made effective the last date set forth adjacent to the signatures of the parties below between **Yamhill County**, a political subdivision of the State of Oregon (referred to as Owner in this Agreement) and A & E Safe & Alarm Co, an Oregon Corporation doing business as A & E Security and Electronic Solutions, 835 N Highway 99W, McMinnville, OR 97128 (referred to as Contractor in this Agreement) for the project known as **Access Control System – 330-340 NE Kirby, McMinnville** (referred to in this Agreement as the "Project").

STATEMENT OF PURPOSE AND IDENTIFICATION OF CONTRACT DOCUMENTS

- A. Owner has budgeted funds to perform the Project. Owner conducted a competitive quote process to select a vendor to complete the Project. Contractor's quote was the lowest responsible bidder. This Agreement is made to specify the mutual obligations of Owner and Contractor for completion of the Project.
- B. This Agreement includes by reference the following Contract Documents that are part of the Project:
- (A) Call for Quotes November, 2017
 - (E) Prevailing Wage Rates effective July 1, 2017, as amended
 - (F) Addenda (if any)
 - (G) Performance and Payment Bond (if any)
 - (I) This Agreement
 - (J) Agreement Amendments (if any)
 - (K) Insurance Certificates
 - (L) Notice to Proceed
 - (M) Change Orders (if any)
 - (N) Notice of Substantial Completion or Project Acceptance
 - (O) Warranty Period

AGREEMENT: In consideration of the mutual covenants contained below, Owner and Contractor hereby agree as follows:

1. **Scope of work and services; filing of payment and performance bond.** The Contractor will commence and complete the construction of the Project in strict accordance with the Contract Documents identified above. The Contractor acknowledges receipt of all Contract Documents in existence at the date it executed this Agreement. Contractor represents to Owner that Contractor has made a reasonable inspection of the Project site(s) and is reasonably familiar with the Project site(s) conditions that might affect Contractor's performance if the Project pursuant to this Agreement. Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions. If required by Owner, the Contractor will file a suitable payment and performance bond before it commences Project work and services.

2. **Agreement performed at Contractor's expense as Independent Contractor.** The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project as described in the Contract Documents. The Contractor is an independent contractor under this Agreement.

B.O. 18-09

3. **Commencement and completion date.** The Contractor will commence the work and services required by the Contract Documents upon Owner's issuance of a Notice to Proceed, will coordinate completion of stages of work with building contractor, John Sully, and will complete the same by no later than March 1, 2018 unless the Contract Period is extended or otherwise modified by written notice or executed Change Order.
4. **Termination.** Owner may terminate this Agreement if the Contractor fails to comply with a material term of this Agreement or for any other reason considered to be in the public interest. If this Agreement is terminated, the Owner will pay for all work and services accepted by the Supervisor, as defined in Section 16, prior to termination.
5. **Penalty for failure to meet deadline.** The parties agree that Owner has a substantial interest in the timely completion of the Project and all work and services to be performed under this Agreement in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of Contractor to complete this Agreement in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate Owner's damages for Contractor's failure to complete the Project and all work and services on time. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to Owner the sum of \$ \$128.22 (equal to Contract Price times .005) per day for each calendar day to commence on the first calendar day after the required completion date under this Agreement and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.
6. **Compensation.** The Contractor agrees to perform all of the work and services described in the Contract Documents and comply with the terms therein at the rates set forth in Contractor's proposal for the fixed sum of \$25,643.54 unless the Contract Price is modified by executed Change Order. Payment shall be made by Owner in a single payment following final approval of the project by the Yamhill County HHS Director or designee, subject to a 5% retainage. Upon satisfactory completion of Project tasks the Contractor shall notify the Supervisor in writing that Contractor has completed performance under this Agreement and shall request payment of applicable retained amounts, if any. Upon receipt of written notice, Supervisor will review the Project work and services completed to date and if acceptable, Supervisor shall authorize payment of applicable retained amounts.
7. **Prevailing wages; certified statement.** The Contractor hereby certifies, as provided by ORS 279C.800 through 279C.870, that in performing this Agreement the Contractor will pay and cause to be paid and all subcontractors will pay and cause to be paid not less than the prevailing rate of wages as of the date of Contractor's proposal, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of this Agreement. In the event the Contractor is obligated to abide by prevailing wage requirements imposed by federal law, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq). The Contractor shall file with the Owner certified statements as required under ORS279C.845 with regard to payment of prevailing wages. Pursuant to ORS 279C.845(7) until Owner receives the certified statements, Owner shall retain 25% of any amount earned by the Contractor as required by law. Owner shall pay Contractor any retained amounts under this Section within 14 days of receipt of certified statements.
8. **Incorporation of statutory provisions required for public contracts.** The Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545, ORS 279C.550 through 279C.580, ORS 279C.605, ORS 279C.830(2) and ORS 279C.870. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference.

9. **Workers' compensation.** The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements

10. **BOLI fee.** In accordance with ORS 279C.825, as amended in 2009, the Owner shall pay a fee to the Bureau of Labor and Industries (BOLI), Wage and Hour Division, Rom 1160, Prevailing Wage Unit, 800 NE Oregon Street, #32, Portland, Oregon 97232. The fee is an amount equal to one-tenth of one percent (0.1 percent) of the Contract Price, with a minimum fee of \$250.00 and a maximum fee of \$7,500.00. The fee shall be paid at the time Owner enters into this Agreement. The fee shall be paid in accordance with the administrative rules of BOLI.

11. **Certification of compliance with laws.** The Contractor certifies, under penalty of perjury, that Contractor is not in violation of any federal, state or local tax laws, rules or regulations or any federal, state or local laws, rules, codes or regulations applicable to the Project and that Contractor shall remain in compliance with all such laws, codes, rules and regulations during the entire term of this Agreement. Contractor specifically certifies, under penalty of perjury, that Contractor is, to the best of their knowledge, not in violation of any tax laws described in ORS 305.380 (4). And, Contractor further certifies that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this Agreement.

12. **Certification of reading and understanding of documents.** The Contractor certifies it has read and fully understands all Contract Documents including Solicitation Documents and terms and conditions. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same.

13. **Payment.** The Owner agrees to pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Agreement, unless otherwise modified by written notice or executed Change Order.

14. **Warranty Period.** Where the warranty period is not otherwise stated in the General Conditions, the warranty period is 365 days commencing upon the date Project Acceptance is issued by Owner.

15. **Public Works Bond.** Before commencing work, the Contractor shall have a public works bond as described in ORS 279C.836 filed with the Construction Contractors Board. Contractor shall include a provision in any subcontract for the Project that the subcontractor shall have a public works bond filed with the Construction Contractors Board before commencing work.

16. **Status of the Project Supervisor.** Silas Halloran-Steiner, Health and Human Services Director, is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical inspections of work and services and shall have authority to stop the work or services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all work and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project work or services. The Supervisor has authority to reject or accept the Project work or services.

17. **Prohibition of Discrimination.** In hiring employees for performance of work under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform work or services to which employment relates.

18. **Risk of Loss.** The risk of loss or damage to the subject matter of this Agreement arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the Owner has accepted the work and services as provided in this Agreement.

19. **Indemnification.** Contractor shall indemnify, defend and save harmless Owner from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractors' prosecution of work or services under this Agreement.

20. **Insurance.** Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement:

1. Workers Compensation Insurance in compliance with statutory requirements;
2. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$4,000,000;
3. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the services provided under the Agreement;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to Owner. Evidence of such insurance will be furnished to Owner before commencing Project work or services. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to Owner.

The Commercial General Liability and Commercial Automobile Liability shall (i) name Owner, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of Owner and that any insurance maintained by Owner is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

21. **Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of Owner to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to

affect the validity of any part of this Agreement, or the right of Owner to thereafter enforce each and every provision.

22. **Contractor's Representation.** Contractor, by entering into this Agreement, represents that its proposal for this Project is made without connection with any person, firm or corporation making or refraining from making a proposal for the same or similar project and was in all respects fair and without collusion or fraud.

23. **Severability.** Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

24. **Dispute resolution through mediation and arbitration.** Any dispute between the parties to this Agreement shall be resolved according to the following process:

(a) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

(b) If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration. Arbitration shall be conducted in accordance with the rules set forth in the Oregon International Commercial Arbitration and Conciliation Act, ORS 36.450 to 36.558, 2007 replacement part. The decision of the arbitrator shall be final and binding on the parties. The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

25. **Attorney fees and costs.** Except as provided in Section 24(b), in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

26. **Applicable laws.** This Agreement is executed in the State of Oregon and is subject to Oregon law and jurisdiction in Yamhill County.

27. **Subcontractors bound.** Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all Subcontractor(s) ad infinitum.

28. **Written changes required.** The rights and duties under this Agreement, either in whole or in part, shall not be modified, delegated, transferred, sold, disposed of or assigned, except upon written signed consent of both parties.

29. **Successors bound.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THIS AGREEMENT AND THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND

FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOTICE SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

**A & E Safe & Alarm Co, dba
A & E Security and Electronic Solutions**

By: [Signature]
(signature)
Date: 1/3/18
Michael Elsberry
(printed name)

Title: PP4S
Fed. Tax I.D. No: 93-0832361

Contractor Registration No:
CCB #65198, exp. 3/25/2019

YAMHILL COUNTY, OREGON

[Signature]
Stan Primozich, Chair
Date: 1/14/18
MARY STARRETT

[Signature]
Silas Halloran-Steiner, Director
Health and Human Services Department
Date: 1/7/18

APPROVED AS TO FORM

By: [Signature]
CHRISTIAN BOENISCH.
County Counsel

Accepted by Yamhill County
Board of Commissioners on
1-11-18 by Board Order
18-09

A & E Security and Electronic Solutions

835 HWY 99W
PO BOX 179
McMinnville, OR 97128

Website: <http://www.4security.org>
Phone: 877-472-6439
Fax: 503-472-3570

PROPOSAL

Date: 2018-01-08 Quote: 13964

Site Address

Yamhill County - HHS
330-340 NE Kirby St

McMinnville, OR 97128

503-434-7460 x4772

Contact: Paul Partridge

Email: partridgep@co.yamhill.or.us

Billing Address

Yamhill County - HHS

Yamhill County

535 NE 5th

McMinnville, OR 97128

503-883-1499

Scope of work/Description of work

Access Control System for the new Yamhill County HHS - Veterans and Disability Services Office.

Here are the things I wish to disclose:

The hardware side of things is pretty straight forward. What is not known, for me yet, is your software licensing, or total software capabilities.

It is not uncommon for a manufacture to license door connections or door features.

So disclosure #1 is that this proposal does not include any software licenses, if needed.

Additionally, not all providers, by default, turn on all features of hardware.

In your particular case, we see an ADA Opener Door, where the access control and ADA components should be integrated, where the outside ADA paddle should not be active UNLESS the door is in an unlocked condition by card or schedule, and the access time on an ADA should be extended by default to allow for additional entry time.

The hardware appears to support this feature, what is not known is how the rule writing works on the software to program these elements.

Disclosure #2 - We will wire for ADA integration, but programming time, to assist IT or whomever is the guardian of the software will be on a T and M basis, as needed, since we are unfamiliar with who or how you are doing this now.

Proposal is per your map, which includes:

13 Doors. 6 exterior and 7 interior

Existing, working access devices will be recycled where possible.

Exterior Doors are labeled on the attached layout you provided.

Proposal Prepared By: John Sarrensen

503-883-7665

jsarrensen@4security.org

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PROPOSAL

Date: 2018-01-08

Quote: 13964

Scope of work/Description of work

Doors labeled 1,2 and 3 are broken out separately on the proposal since each has some equipment unique to that door.

The remaining exterior doors, 4,5 and 6 are grouped in the proposal since they all have the same equipment needs.

In the same way, all of the interior doors are grouped in the proposal due to the equipment needs being the same.

As the remodel/build-out takes more shape. Another walk-thru should be done so any possible tweaks need with equipment can be made prior to actual installation.

* Our labor is reflecting your Prevailing Wages requirement. *

A&E Security and Electronic Solutions is a highly respected solutions provider since 1968. We have earned this reputation by:

* Offering a wide range of products and services.

* Highly trained and skilled technicians assuring the finest in installation.

*24 Hour Technical Support. We have technical support personnel available to assist you with any question about your alarm, its use or how you wish to have us respond. In many cases, minor changes in design and programming can be done from our offices, thus saving you the expense of a service call.

PROPOSAL

Date: 2018-01-08

Quote: 13964

Itemized listing of parts and labor

Qty	Description	Sales Price	Your Price	Total
	<i>Head End - Support for 14 Total Doors</i>			
2	Hoffman 24 x 30 Enclosure	\$495.00	\$495.00	\$990.00
2	Stanley 7Amp Power Supply	\$331.11	\$264.89	\$529.78
1	Stanley IP 2 Door Controller	\$1171.11	\$936.89	\$936.89
6	Stanley 2 Door Expansion Controller	\$884.44	\$707.55	\$4245.31
4	WKA12-7.5F 12V 8Ah Battery	\$39.25	\$39.25	\$157.00
1	1/2 Day Labor (Head End Setup)	\$420.00	\$420.00	\$420.00
	<i>Door Components</i>			
	<i>Exterior Doors (6)</i>			
	<i>Door 1</i>			
1	HID ProxPoint Reader - Std Black	\$142.76	\$114.21	\$114.21
1	HES Narrow 1/2 inch Surface Mount Electric S	\$475.00	\$380.00	\$380.00
1	UTC Recessed 3/4 inch Switch and Magnet, with	\$13.54	\$13.54	\$13.54
1	HES 152 Universal Mounting Tabs	\$20.00	\$20.00	\$20.00
	<i>Door 2</i>			
1	HID ProxPoint Reader - Std Black	\$142.76	\$114.21	\$114.21
1	HES 12/24DC Electric Strike	\$160.00	\$128.00	\$128.00
1	UTC Recessed 3/4 inch Switch and Magnet, with	\$13.54	\$13.54	\$13.54
1	HES 152 Universal Mounting Tabs	\$20.00	\$20.00	\$20.00
1	HES 5000 Faceplate Kit for 5000 series strike	\$16.00	\$16.00	\$16.00
1	Adams Left Handed Push Paddle,4500/4900 Seri	\$118.00	\$118.00	\$118.00
1	Latch	\$108.00	\$108.00	\$108.00
1	Update Locking System on Door	\$325.00	\$325.00	\$325.00
	<i>Door 3</i>			
1	HID ProxPoint Reader - Std Black	\$142.76	\$114.21	\$114.21
1	HES 12/24DC Electric Strike	\$160.00	\$128.00	\$128.00
1	UTC Recessed 3/4 inch Switch and Magnet, with	\$13.54	\$13.54	\$13.54
1	HES 152 Universal Mounting Tabs	\$20.00	\$20.00	\$20.00
1	HES 5000 Faceplate Kit for 5000 Series Strike	\$16.00	\$16.00	\$16.00
1	Update Locking System on Door	\$250.00	\$250.00	\$250.00

PROPOSAL

Date: 2018-01-08

Quote: 13964

Qty	Description	Sales Price	Your Price	Total
	<i>Doors 4,5,6</i>			
3	HID ProxPoint Reader - Std Black	\$142.76	\$114.21	\$342.62
3	HES 12/24DC Electric Strike	\$160.00	\$128.00	\$384.00
3	UTC Recessed 3/4 inch Switch and Magnet, with	\$13.54	\$13.54	\$40.62
3	HES 152 Universal Mounting Tabs	\$20.00	\$20.00	\$60.00
3	HES 5000 Faceplate Kit for 5000 series strike	\$16.00	\$16.00	\$48.00
	<i>Interior Doors (7)</i>			
7	HID ProxPoint Reader - Std Black	\$142.76	\$114.21	\$799.46
7	HES 12/24DC Electric Strike	\$160.00	\$128.00	\$896.00
7	UTC Recessed 3/4 inch Switch and Magnet, with	\$13.54	\$13.54	\$94.78
7	HES 152 Universal Mounting Tabs	\$20.00	\$20.00	\$140.00
7	HES 5000-Faceplate Kit for 5000 series strike	\$16.00	\$16.00	\$112.00
1100	Wire 18-8 UNS STR PVC (by the foot)	\$ 1.05	\$ 1.05	\$1155.00
1100	Wire 18-2 UNS STR PVC (by the foot)	\$ 0.23	\$ 0.23	\$253.00
1100	Wire 22-4 UNS STR PVC (by the foot)	\$ 0.20	\$ 0.20	\$220.00
1100	Wire CAT5e PVC (by the foot)	\$ 0.20	\$ 0.20	\$220.00
	<i>Labor is at Prevailing Wages:</i>			
52	GSA Labor Security Technician II (prewire)	\$105.00	\$105.00	\$5460.00
52	GSA Labor Security Technician II (labor)	\$105.00	\$105.00	\$5460.00
1	Miscellaneous Hangers, Fittings and Supplies	\$766.83	\$766.83	\$766.83

Total This Proposal/Project

\$ 25643.54

This PROPOSAL AND CONTRACT is a Fixed Bid proposal and contract.

This proposal, including:

The Scope of Work/Description of Work
Itemized Listing of Parts and Labor
Technician Notes / Special Instructions

Is the entire proposal. CLIENT UNDERSTANDS AND AGREES THAT THE TERMS AND CONDITIONS ATTACHED TO THIS CONTRACT ARE A PART OF THE CONTRACT, AND THAT CLIENT HAS HAD FULL OPPORTUNITY TO REVIEW AND UNDERSTAND THOSE TERMS AND CONDITIONS.

Proposal Prepared By: John Sarrensen

503-883-7665

jsarrensen@4security.org

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PROPOSAL

Date: 2018-01-08

Quote: 13964

Customer Signature

Date

PROPOSAL

Date: 2018-01-08 Quote: 13964

Technician Notes / Special Instructions:

- *Head-in will be in the IT/Control room.*
- *Mike will advise and oversee the particulars for the Stanley Control.*
- *Door controls will be installed as indicated on the layout and per the scope of work.*
- *There are (6) Exterior doors and (7) Interior doors.*
- *Since interior doors had not been installed at the time of the proposal, it is possible some changes (change order) will be needed.*