Between Kilroy Metal Products, Inc., and Barnard College, subject to the terms and conditions below and on the attached sheets, all of which make up this quotation, there are 4 sheets attached and made a part of this proposal. Kilroy Metal Products, Inc., herewith offers to perform the following work on the Building known as Plimpton Hall.

We are pleased to quote the sum of $412,660.00 to furnish and install the following:

336 window units – TRACO series NX-501 aluminum double hung windows prepared as follows:

- Standard color Duracron paint finish
- 7/8" insulated Solarban 60 Low E glass
- Manufacturers standard hardware
- 4" unit stops
- Exterior extruded aluminum panning
- Interior aluminum snap trim
- Unloading and distribution at the project site
- Removal of the existing window sash and disposal of rubbish
- Complete installation
- Exterior perimeter sealants
- Field measurements and shop drawings

Qualifications:
1. This proposal is based upon KMP's site survey. No drawings or specifications were issued.
2. This proposal includes local 810 (non-allied trade) union labor. If allied trade union labor is required, the price will be increased accordingly.
3. A clean working area of 5 feet is to be provided (by others) in front of each window opening. Obstructions such as furniture, millwork, special fit outs, computers, office equipment, window treatments and blinds are to be removed and replaced by others.
4. This proposal is based upon TRACO's series NX-501 standard product data, details, specifications and performance data.
5. Please note that if an alternate form of contract is used, Kilroy reserves the right to modify the Indemnification /Hold Harmless and/or other contract clauses, to a mutually acceptable level.
6. Please note that the proposed aluminum windows do not include a ¾ hour fire rating.
7. This proposal includes the windows on the 2nd thru the 15th floors. The first floor windows and doors are not included.
Alternates:
Add $7,660.00 to provide an anodized finish in lieu of a Duracon paint finish.
Add $86,100.00 to furnish ¾ hour fire rated steel windows at the rear (East) elevation in lieu of aluminum windows. There are 56 windows on the East elevation.

Lead Times:
Field measurements and shop drawings: 4 weeks
Fabrication: 12 weeks from final approval of all submittals
Installation: to be determined

Terms:
To be determined.

Exclusions:
Taxes, bonds, permits, sidewalk bridge, rigging or scaffolding, cranes, material hoists, temporary or perimeter protection, laboratory testing, field air and water testing, mock-ups, engineering and structural calculations, removal of existing master frames, asbestos or lead abatement, patching or back-painting, removal, replacement or repair of ceilings, removal replacement or repair of interior trim, removal or replacement of window treatments, removal or replacement of AC units, moving of furniture, office equipment or personal items, drapery pockets, new blinds, insulated aluminum panel cut outs or sleeves, wood blocking, flashing, louvers, duct work, insulation, hollow metal or wood doors, metal wall panels, entrances or storefronts, plywood, miscellaneous steel angles, channels etc., metal roofing or fascia panels, masonry repair, steel lintel repair, preparation of existing window openings, screens, child guards, window guards, interior perimeter caulking, wall cavity seal, smoke seals, fire stops, interior stools, wood trim, interior glass or glazing, hoist charges, storage trailers, attic stock material, final cleaning, any item not specifically mentioned in this proposal.

Thank you for the opportunity to bid this project. For more information about Kilroy Metal Products, please visit our web site: www.kilroymetal.com

PRICES DO NOT INCLUDE STATE, CITY, USE OR FEDERAL TAXES.
THOSE TAXES WILL BE BUYER'S RESPONSIBILITY, IF THEY ARE PAYABLE.

Accepted: ____________________________
By: ____________________________
Date: ____________________________

KILROY METAL PRODUCTS, INC.
By: William Kennedy

This does not constitute a contract until approved by an officer of Kilroy Metal Products, Inc. When signed by both parties, this becomes our Purchase Order.

Approved By: ____________________________
Office of Kilroy Metal Products, Inc.
WINDOW PURCHASE AGREEMENT
Terms and Conditions

1. This proposal must be accepted within thirty (30) days from date of issue or is automatically withdrawn. When accepted, this proposal becomes the Contract.

2. All openings are to be completely and properly prepared by others prior to window installation with sills, lintels, jambs, reveals, stops, channels, etc., prepared in accordance with details and ready to receive Kilroy Metal Products, Inc. ("Kilroy") work. If the site is not ready to receive Kilroy's work, there may be cost increases, all of which will be the responsibility of the Buyer.

3. Kilroy has the following insurance coverage: General Liability - 1 million, 2 million aggregate; Workmen's Compensation - per statutory requirements. Buyer can purchase additional limits or types of insurance required, subject to payment of premiums. Risk of loss passes to Buyer once Kilroy's work is initially installed, or if materials are delivered but cannot be installed or are placed in storage, when delivered or placed in storage.

4. The Buyer shall give Kilroy sufficient advance notice in writing as to when the building will be ready for installation of material, and will provide sufficient work areas so that work can be carried on without interruption. The Buyer agrees to pay Kilroy for all additional expenses incurred by reason of any delays after Kilroy has been notified to proceed. If Kilroy's proposal contains a specific date by which the windows must be released for fabrication, then if the windows are not released for fabrication by that date, the Buyer agrees to pay Kilroy all extra costs it incurs as a result. Unless otherwise stated, this purchase order is based upon all windows be released for fabrication in a logical and sequential manner so that the fabricator can schedule the manufacturing in a logical sequence. Kilroy shall not be responsible for any delay in performance due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, mill conditions, differences with workmen, stoppage of work by employees, delays in transportation, shortage of labor or material, or any other causes beyond the reasonable control of the Kilroy. Acceptance of materials on delivery shall constitute a waiver of any claims for damages on account of delays.

5. Unless this purchase order specifically provides for a different sequence or schedule operation, Kilroy shall deliver its materials in a sequence for installation on a horizontal basis and the Buyer will make the site available for Kilroy's installation personnel to work full days in horizontally contiguous areas, with full crews. If that sequence and those work areas are not provided in that manner, Buyer shall compensate Kilroy for any extra costs that Kilroy incurs. Kilroy shall not be required to mobilize or demobilize its crews more than once. Kilroy is not required to install any work piecemeal, out of sequence, or provide less than full days' work for crews once they are assembled.

6. Kilroy is not responsible to replace any broken, damaged, or missing glass or other material after initial installation, nor is Kilroy responsible to protect or clean any item. Buyer will provide protection.

7. Kilroy is not responsible for the loss of or damage to materials furnished by others.

8. Terms of Payment: Material and labor contracts: not ten (10) days from the date of invoice unless otherwise agreed upon. Accounts overdue thirty (30) days or more will be charged 18% interest. There will be no retainer held on materials. Kilroy retains the right to terminate the contract on five (5) days notice by mail if payment is not made to Kilroy pursuant to the terms stated above, and in the event of a termination, any profits contemplated by this Contract will immediately be due and payable, together with all Kilroy's unpaid costs. Kilroy retains the right to cancel and terminate this Contract if any material conditions are not complied with. All overtime or premium time work requested will be paid for by the Buyer at the actual increased cost of this labor to Kilroy, plus overhead, insurance and profit. Any changes made in quantities or specifications after signing the Contract shall be for Buyer's account and will be charged accordingly. If the project is not ready to receive Kilroy's materials when the same are ready for delivery, the Buyer agrees that it will pay for the storage and protection of the materials. Further, Buyer shall be responsible to pay Kilroy in full for all materials delivered to the site if the site is not ready to accept installation of those materials. Risk of loss for stored materials is Buyer's obligation, unless Buyer shall pay Kilroy in advance for insurance to cover such risk.
9. Any controversy or claim arising out of or relating to this contract or the breach of it shall be settled by arbitration in accordance with the rules of the American Arbitration Association, New York, New York, and judgment upon the award rendered by the arbitrator or arbitrators will be final and binding and may be entered in any court having jurisdiction thereof. There must be three arbitrators if the dispute is in excess of $100,000.

10. Should the Buyer accept this proposal but use Buyer's own contract form, a true copy of this proposal and all its conditions must be incorporated in the Contract and made a part of it, and that Kilroy must sign that contract form for the Buyer's terms to be acceptable.

11. Kilroy is not the designer or engineer of the materials which will be provided and installed. Kilroy's sole liability to Buyer once the materials are installed will be strictly limited to repair and replace the materials, if they are defective. Kilroy is not responsible for any consequential damages. If a manufacturer's warranty is provided for the materials installed by Kilroy, the terms contained in that written warranty are the only guaranty or warranty provided. Once the manufacturer's warranty is delivered, the Buyer will look solely to the manufacturer for the repair or replacement and warranty coverage for the materials.

12. Buyer shall provide to Kilroy adequate vertical transportation for its workers and materials, and shall coordinate the work of other contractors with the work of Kilroy so that Kilroy's work may proceed at an efficient pace. Kilroy will cooperate in a reasonable manner with the Buyer in this coordination. Unless this proposal states otherwise, the Buyer will provide Kilroy with all electrical power, utility service, and services and facilities at the site that are necessary for Kilroy to perform its installation work. The Buyer shall provide protection for the site and reasonable access to this site for the delivery of Kilroy's materials and with the use of Kilroy's employees. If shop drawings, submittals and/or samples are required to be submitted by Kilroy prior to the fabrication or installation of Kilroy's work then it shall be the responsibility of the Buyer to assure that the same are reviewed and approved in adequate time to allow the fabrication and installation of the work.

13. Buyer is not a consumer and this is not a consumer credit transaction. Buyer will not assign or transfer its rights or obligations to any other person or entity without the written approval of Kilroy. There are no third party beneficiaries to this Agreement. This proposal may not be accepted under any terms other than as stated in this proposal, without the explicit written consent of Kilroy. In the event that there are any contradictory terms in any document, which Buyer shall contend constitute an acceptance and/or an agreement between the Buyer and Kilroy, the terms of this proposal shall govern, unless the contested document shall be countersigned by Kilroy at a later date. Unless both parties agree in writing after this date, this proposal supersedes all prior negotiations, is complete, and may not be changed without written consent of both parties.