



BUILDING SYSTEM ANALYSIS
Planned Diagnostic Program

Proposal Number: H-62-ALLS BSA

Prepared for:

Allstate Insurance Headquarters
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Prepared by:

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EXECUTIVE SUMMARY

Acme Industrial Services, Inc. would like to thank Allstate Insurance Headquarters for this opportunity to propose the following custom tailored mechanical system diagnosis for your heating, ventilation and air conditioning (HVAC) equipment. We wish to thank Herm Branham for assistance in getting the needed information to make this proposal possible.

In today's economy, companies like Allstate Insurance Headquarters are charged with finding ways to continually improve upon quality service while containing or reducing costs. During this time, effective strategic decision making is crucial to meeting these higher standards. Acme Industrial Services, Inc. is a resource that offers turnkey integrated mechanical maintenance solutions designed to help meet these goals. Acme Industrial Services, Inc. is dedicated to identifying, developing, and implementing strategies that will reduce your cost structure through the implementation of optimally designed mechanical maintenance programs and innovative procurement strategies.

Acme Industrial Services, Inc. is not only the best, but also one of the largest service organizations in the Ohio, Kentucky & Indiana area with the most sophisticated computerized dispatch and maintenance management system available. We have, for more than 15 years, been able to provide our customers with the best value for their investment dollar.

Acme Industrial Services, Inc. has considerable experience in providing building system analysis to other similar HVAC mechanical systems as Allstate Insurance Headquarters's at the following client facilities:

State Farm Insurance and
Safeco

Additional information on the above clients can be furnished upon request.

1. BENEFITS OF BUILDING SYSTEM ANALYSIS

The Planned Diagnostic Program you are about to review is contingent upon our mutual agreement that a complete and thorough analysis is required to determine the overall operating condition and life expectancy of your HVAC mechanical system and to determine which “ongoing” planned maintenance program would be best suited for Allstate Insurance Headquarters to control its owning and operating costs.

Acme Industrial Services, Inc.’s diagnostic program is designed to help you identify deficiencies in the operation and control of your equipment and provide recommendations that will reduce the cost of operating and maintaining your HVAC systems. Studies have shown that this diagnostic program can help you:

- Identify and avoid potential failures that would cause expensive downtime, employee productivity losses, or tenant turnover
- Identify operating conditions and mechanical deficiencies that will reduce utility waste costs by up to 5-20%
- Extend the useful life of your equipment by identifying system design problems that can prevent your HVAC system from operating efficiently, thus causing premature replacement.
- Reduce administrative costs associated with managing HVAC services

Our goal is to help you control your overall maintenance costs via an optimum blend of predictive, diagnostic, and scheduled maintenance tasking services. Implementing this Planned Diagnostic Program will be the first step in identifying components of your HVAC system that cause energy waste, general deficiencies in control and air delivery and determining the life expectancy of your equipment,

1.1. Analysis Performed Around Your Schedule

Before the system diagnosis begins we will conduct an “onsite” meeting to review the manufacturers operating characteristics of your equipment, any design criteria (building drawings or your own interpretation of the intended operation) that will help us determine the use of the equipment. We will perform our diagnosis on a predetermined schedule that best meets both your business and your equipment requirements.

1.2. Includes Engineering Support

This diagnostic program includes engineering support services to include identifying indoor air quality problems, solving comfort complaints, and or modifications to reduce or add air conditioning, heating, or ventilation capacity in your facilities.

2. PROGRAM FEATURES

The implementation strategy of your Planned Diagnostic Program will include the following scope of service to be provided on the equipment described in the attached "List of Maintained Equipment".

Scheduled Inspection: Acme Industrial Services, Inc. will provide a one-time operational inspection in accordance per the attached "Equipment Tasking Procedures". The manufacturer's recommendations, equipment application and our extensive experience will also help determine the procedures we will take to diagnose your HVAC mechanical system, which our technicians precisely follow.

Our program includes all specialized tools, measuring and monitoring devices required to perform these inspection tasking procedures.

Corrective Maintenance and Component Replacement Identity: The main objective of this Planned Diagnostic Agreement is to inspect your equipment and determine its current operating condition. During the course of executing the inspection tasking procedures, our technicians are trained to identify impending problems and bring them to your attention before they cause unplanned downtime. We will note all operating deficiencies and provide a detailed report of the requirements to return your equipment to its optimum peak efficiency. Component repair labor and material costs will be provided to you in a separate proposal.

Refrigerant Containment Service: We will leak test and report needed repairs on any equipment found to be low of refrigerant. Such work will be done per all federal, state and local regulatory guidelines.

Service Documentation: We will document all scheduled work showing the time, date, name of service technician, equipment identification and brief description of work. This documentation will be included in our follow-up recommendations to improve system operation.

Customer Assurance Review Evaluation (C.A.R.E.): As we implement this Planned Diagnosis Program, system inefficiencies will be noted and brought to your attention to determine whether or not corrective action should be taken and when to perform any upgrades to assure operating costs and productivity losses are reduced to a minimum.

We will meet with you to discuss, evaluate and make recommendations for system modifications or improvements, as necessary, to assure that we continue to meet both your business and technical requirements.

3. PROGRAM INVESTMENT

This Planned Diagnostic Program agreement will be a one-time investment, effective on 1/1/2009.

The agreement price can only be adjusted if equipment is added or deleted from the original agreement. Price adjustments after the commencement of this agreement are discussed in the terms and conditions of this agreement.

Payment in the amount of **\$648.00** will be made in advance of any scheduled service. Payment terms will be thirty (30) days after date of invoice. Failure to make payments when due or impairment of customer's credit shall relieve Acme Industrial Services, Inc. of any and all obligations to perform this work. Acme Industrial Services, Inc. reserves the right to cancel this agreement in the event payment has not been made as agreed.

We would appreciate your signature in the space provided below as your acceptance of this Agreement.

PROPOSAL OFFERED BY: Matt Fuhr
Representative

DATE: JUNE 3, 2009

Allstate Insurance Headquarters

Acme Industrial Services, Inc.

ACCEPTED BY: _____

ACCEPTED BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

4. TERMS AND CONDITIONS

- A.** Planned diagnostic services provided under this agreement will be performed during normal working hours.
- B.** Acme Industrial Services, Inc. warrants that the performance of the services rendered pursuant to this Agreement shall be in accordance with generally accepted trade practices for similar services. In no event shall Acme Industrial Services, Inc.'s liability exceed the total amount of compensation for the services rendered. Acme Industrial Services, Inc. does not warrant or guarantee the adequacy or efficiency of the systems that Acme Industrial Services, Inc. has examined and is not responsible for their design, operation, use, maintenance or failure.
- C.** Allstate Insurance Headquarters will provide and permit reasonable and timely access to all areas pertaining to covered equipment, will allow Acme Industrial Services, Inc. to start and stop equipment as necessary to perform its services and will permit Acme Industrial Services, Inc. use of existing facilities and building services.
- D.** Upon completion of the inspection, it shall be the responsibility of Acme Industrial Services, Inc. to make recommendations and to assist the Allstate Insurance Headquarters in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by the Allstate Insurance Headquarters unless otherwise stated in this proposal.
- E.** Under no circumstances will Acme Industrial Services, Inc. be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Allstate Insurance Headquarters's tenants or clients, or any special, indirect or consequential damages.
- F.** The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
- G.** Acme Industrial Services, Inc. will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- H.** Acme Industrial Services, Inc. is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- I.** Acme Industrial Services, Inc. shall not be required to furnish any labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- J.** In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- K.** Acme Industrial Services, Inc. shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein. Delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- L.** Only Acme Industrial Services, Inc.'s personnel or agent are authorized to perform the work included in the scope of this Agreement. Acme Industrial Services, Inc. may, at its option, cancel or waive its

obligations under this Agreement should non-authorized individuals perform such work.

- M.** This Agreement and all rights hereunder shall not be assignable unless approved by Acme Industrial Services, Inc..
- N.** Acme Industrial Services, Inc.'s scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Acme Industrial Services, Inc. encounters such material in performing its work, Acme Industrial Services, Inc. will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- O.** This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties. No statement remarks agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- P.** This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be born by Allstate Insurance Headquarters as an extra to the contract price.
- Q.** Allstate Insurance Headquarters agrees that in the event that there shall have been passed a federal and/or state law which shall compel Acme Industrial Services, Inc. to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment. Contract adjustment would reflect the cost of such mandated contributions and offset Acme Industrial Services, Inc.'s cost of performing this contract.
- R.** The Allstate Insurance Headquarters acknowledges and agrees that any purchase order issued by Allstate Insurance Headquarters, in accordance with this Agreement, is intended only to establish payment authority for Allstate Insurance Headquarters's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in Allstate Insurance Headquarters's purchase order will have any force or effect.
- S.** Should the contract be canceled without due cause before work begins, Allstate Insurance Headquarters shall forfeit 50% of the amount that was paid in advance to Acme Industrial Services, Inc. as penalty and compensation for lost revenue and for administrative costs of preparation to schedule and perform said work.

5. APPENDIX A - LIST OF MAINTAINED EQUIPMENT

The following HVAC equipment was identified during our survey and will be inspected as a part of Allstate Insurance Headquarters's Planned Diagnostic Agreement.

The covered equipment is located at:

Allstate Insurance
3600 Dundas Street
Dayton, OH 45414-3988

