

# United Pump and Controls, Inc.

305 Shawnee North Dr. #300  
Suwanee, GA 30024-2299  
HEREIN 'SELLER'

**B U Y E R**  
Gordon County  
201 North Wall Street  
Calhoun, GA 30701  
706-629-2785  
sparris@gordoncounty.org

## Quotation and Contract

Equipment, Tanks, Parts and  
Supplies for the Transport, Storage,  
Measurement and Dispensing  
of Petroleum Products.

Phone: (770) 662-0440 Fax: (770) 729-0682

Attention: **Steve Parris**

**J O B**

Gordon County Public Works  
116 Public Safety Drive  
Calhoun, GA 30701

SELLER QUOTES TO SUPPLY THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON THE FRONT HEREOF AND ATTACHED. \* EXHIBIT A\*, TERMS AND CONDITIONS OF SALE AND/OR SERVICE.

DATE	ACCT. NO.	REP #	DELIVERY APPROXIMATELY	TERMS	QUOTE #	UNITED PUMP AND CONTROLS, INC.
8/31/2022	NEW	445	TBD	NET 30	083122-01	UNITED PUMP AND CONTROLS, INC.
ACCEPTANCE OF QUOTATION			Buyer's Authorized Signature		Date	Enter Salesperson Name
						UNITED PUMP AND CONTROLS, INC.
						Manager
QTY.	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED		
1	Veeder Root	Veeder Root Automatic Tank Gauge Package Includes: * TLS4 Console w/Touch Screen, Application Software * Continuous Statistical Leak Detection * (2) Probes, 0.1, Mag Plus, Water Detection * (1) Install Kit, Mag Plus, Phase-Two, Gasoline, 4" Float, 5' Cable * (1) Install Kit, Mag Plus, Diesel, 4" Float, 5' Cable * (2) 4" Riser Cap and Ring Kits * (2) Interstitial Sensor for Steel Tanks	\$ 18,150.00	\$ 18,150.00		
1	Trade in Credit	Trade in Credit for (1) ATG Consoles	\$ (600.00)	\$ (600.00)		
2	Trade in Credit	Trade in Credit for (2) Probes	\$ (300.00)	\$ (600.00)		
1	Miscellaneous	Misc. Electrical Materials, Consumables	\$ 250.00	\$ 250.00		
1	Freight	Estimated Freight. Actual Freight Costs to be included on Final Invoice	\$ 275.00	\$ 275.00		
SUB-TOTAL			\$ -	\$ -		
SALES TAX			\$ -	\$ -		
SHIPPING CHARGES			\$ -	\$ -		
TOTAL					CONTINUED	

IMPORTANT: THIS QUOTATION IS GOOD THIRTY (30) DAYS FROM DATE. SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FACE AND ATTACHED, INCLUDING THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES, AND SHALL BECOME A CONTRACT WHEN SIGNED AND RETURNED BY BUYER TO SELLER AND ACCEPTED IN WRITING BY SELLER.

# United

## Pump and Controls, Inc.

305 Shawnee North Dr. #300  
Suwanee, GA 30024-2299

HEREIN 'SELLER'

**B  
U  
Y  
E  
R**

Gordon County  
201 North Wall Street  
Calhoun, GA 30701  
706-629-2785  
sparris@gordoncounty.org

## Quotation and Contract

Equipment, Tanks, Parts and  
Supplies for the Transport, Storage,  
Measurement and Dispensing  
of Petroleum Products.

SELLER QUOTES TO SUPPLY THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON THE FRONT HEREOF AND ATTACHED: \* EXHIBIT A\*, TERMS AND CONDITIONS OF SALE AND/OR SERVICE.

**J  
O  
B**

Gordon County Public Works  
116 Public Safety Drive  
Calhoun, GA 30701

DATE	ACCT. NO.	REP #	DELIVERY APPROXIMATELY	TERMS	QUOTE #	UNITED PUMP AND CONTROLS, INC.
8/31/2022	NEW	445	TBD	NET 30	083122-01	UNITED PUMP AND CONTROLS, INC.
ACCEPTANCE OF QUOTATION: To be provided and returned to the Seller.			Buyer's Authorized Signature		Date	UNITED PUMP AND CONTROLS, INC.
					Manager	
QTY.	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED		
1	Veeder Root Installation	* Remove existing OPW Sentinel ATG at Customer's Site * Install new Veeder-Root ATG console in place of existing, reusing existing conduits, power circuit. * Install new Veeder-Root probe and float kit * Program Console with Owner Provided Tank Charts or Existing Console Setup * Perform Startup and ATG operability test	\$ 1,200.00	\$ 1,200.00	\$	1,200.00
1	Notes/Exclusions	* Based on reusing existing conduits with reasonable effort. * Based on our interpretations of your needs and limited information provided. * No permits included. * No repairs or upgrades to existing fuel equipment unless specifically stated herein. * Any price increases levied by manufactures at any point after contract award will be passed along to Owner via change order at actual cost plus 10%. * Freight costs are estimated, actual freight costs will be charged and is subject to change.				
SUB-TOTAL:			\$			
SALES TAX:			\$			
SHIPPING CHARGES:						
TOTAL:						CONTINUED

IMPORTANT: THIS QUOTATION IS GOOD THIRTY (30) DAYS FROM DATE, SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FACE AND ATTACHED, INCLUDING THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES, AND SHALL BECOME A CONTRACT WHEN SIGNED AND RETURNED BY BUYER TO SELLER AND ACCEPTED IN WRITING BY SELLER.



# United

## Pump and Controls, Inc.

305 Shawnee North Dr. #300  
Suwanee, GA 30024-2299

HEREIN 'SELLER'

Gordon County  
201 North Wall Street  
Calhoun, GA 30701  
706-629-2785  
sparris@gordoncounty.org

J  
O  
B

Gordon County Public Works  
116 Public Safety Drive  
Calhoun, GA 30701

### Quotation and Contract

Equipment, Tanks, Parts and  
Supplies for the Transport, Storage,  
Measurement and Dispensing  
of Petroleum Products.

SELLER QUOTES TO SUPPLY THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON THE FRONT HEREOF AND ATTACHED: \* EXHIBIT A\*, TERMS AND CONDITIONS OF SALE AND/OR SERVICE.

DATE	ACCT. NO.	REP. #	DELIVERY APPROXIMATELY	TERMS	QUOTE #	UNITED PUMP AND CONTROLS, INC.
8/31/2022	NEW	445	TBD	NET 30	083122-01	UNITED PUMP AND CONTROLS, INC.
ACCEPTANCE OF QUOTATION:			Buyer's Authorized Signature		Date	UNITED PUMP AND CONTROLS, INC.
QTY.			PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
1	Fuelmaster Installation	* Install FMU-2500 Pedestal * Tie Into Existing Fuel Island Power, Pump Control and Pulsar Wiring * Install FM Plus Windows Software on (1) Client PC (Provided by Owner) * Configure Software and FMU with Basic Programming and Configuration * Install Wireless Point to Point Antennas on FMU and Building		\$	3,600.00	\$ 3,600.00
1	Notes/Exclusions	* Owner's IT Department or third party IT contractor to provide IT and network support during software installation, and to provide static IP addresses for FMU equipment as needed. * Assumes all pumps/dispensers have existing meters and pulse output capability, no pulsers or meters included. * No repairs or upgrades to existing fuel equipment unless specifically stated herein. * UPC will provide basic training on how to input user and vehicle data. Owner is responsible for data input for new software.				
1	Payment Terms	* All Equipment will be Ordered upon Execution of Contract to Lock in Current Pricing * All Equipment will be Invoiced as it Ships. Due NET 30 * Installation will be Invoiced Upon Completion of Project. Due Net 30				
SUB-TOTAL:			\$ 35,496.00	SALES TAX:	\$ -	SHIPPING CHARGES
						TOTAL: \$ 35,496.00

IMPORTANT: THIS QUOTATION IS GOOD THIRTY (30) DAYS FROM DATE. SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FACE AND ATTACHED INCLUDING THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES, AND SHALL BECOME A CONTRACT WHEN SIGNED AND RETURNED BY BUYER TO SELLER AND ACCEPTED IN WRITING BY SELLER.

Exhibit A

TERMS AND CONDITIONS OF SALE AND/OR SERVICE BY UNITED PUMP AND CONTROLS, INC.

1. SELLER'S TERMS AND CONDITIONS. The terms and conditions herein shall supersede the terms and conditions in Buyer's purchase order, or elsewhere, in the event of contradiction or inconsistency herewith. Acceptance of services rendered or delivery of any shipment hereunder shall constitute acceptance of Seller's terms and conditions.
2. WARRANTY AGAINST DEFECTIVE MATERIALS OR WORKMANSHIP AS SET FORTH IN THE MANUFACTURER'S CURRENT WARRANTY APPLYING TO SUCH NEW EQUIPMENT. SELLER WARRANTS THAT SERVICE WORK RENDERED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER, WITH SUCH SERVICE WARRANTY EXTENDING FOR A PERIOD OF 30 DAYS FROM THE DATE SHOWN ON THE REVERSE SIDE AS SHIPPING DATE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE FOR THE EQUIPMENT AND/OR SERVICE WORK.
3. EXCLUSIVE REMEDY. SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF SUCH OF THE EQUIPMENT AS IS DEFECTIVE IN WORKMANSHIP OR MATERIALS AND/OR THE CORRECTION OF ANY SERVICE WORK NOT DONE IN A WORKMANLIKE MANNER. IN THE EVENT SELLER'S REPAIR OR REPLACEMENT OF THE EQUIPMENT OR CORRECTION OF THE SERVICE WORK FALLS OF ITS ESSENTIAL PURPOSE AS A REMEDY, BUYER SHALL BE REIMBURSED THE PURCHASE PRICE OF THE EQUIPMENT OR THE SERVICE WORK RENDERED. EXCEPT AS STATED ABOVE, BUYER ASSUMES ALL RISKS INCIDENT TO DEFECTIVE EQUIPMENT AND SERVICE WORK WITHOUT LIMITING THE FOREGOING. SELLER SHALL IN NO EVENT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ON THEORIES OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER THE LOSS RESULTED FROM ANY GENERAL OR PARTICULAR REQUIREMENT OR NEED WHICH SELLER KNEW ABOUT OR HAD REASON TO KNOW ABOUT AT THE TIME OF THE SALE OF SUCH EQUIPMENT OR THE PERFORMANCE OF SUCH SERVICE WORK. IT IS FURTHER AGREED AND UNDERSTOOD THAT THE PRICE OF THE EQUIPMENT AND/OR SERVICE WORK IS A CONSIDERATION FOR ALL PROVISIONS OF THIS PARAGRAPH 3.
4. PRICES. All prices stated herein are subject to change in the event of any alterations in specifications. Prices do not include installation and erection charges, freight, transportation, insurance, shipping, handling, demurrage, or similar charges unless specified otherwise herein. Prices also do not include Federal, State or other governmental taxes or license fees, or import duties or customs' fees, all of which shall be the sole responsibility of Buyer.
5. PAYMENT TERMS. Terms of payment for the equipment and/or services shall be cash at the time of sale unless otherwise agreed between the parties. If more than one delivery is made, each may be separately invoiced. Buyer shall pay to Seller the amount of all Federal, State, and other governmental sales or use taxes or license fees applicable to the sale covered hereby which Seller is liable for or is required by law to collect. If Buyer is given written notice that equipment ordered herein is completed and ready for shipment and shipment is delayed at the request of Buyer, then from and after the original shipment date specified herein, Seller may invoice such equipment and Buyer shall make payments due upon shipment as provided on the face hereof or as may be amended by any rider attached thereto.
6. CREDIT SALES. Seller may, in its sole discretion, sell the equipment and/or services to Buyer on credit. Credit sales shall be subject to the following terms, unless otherwise specified (a) 10/30 days from date of invoice, (b) All credit sales shall be subject to a finance charge of one and one-half percent (1-1/2 %) per month, or the highest amount allowed by applicable law, whichever is less, on past due amounts, (c) Seller retains a purchase money security interest in all equipment and/or fixtures sold under this agreement until such equipment and/or fixtures have been fully paid for.
7. SHIPMENT AND PERFORMANCE. Seller will exert reasonable efforts to adhere to the approximate shipment dates specified in this agreement or in any amendment thereto; but Seller shall not be responsible for any delay or variation in performance caused, or contributed to, by current or future events beyond its reasonable control and, without limiting the generality of the foregoing, shall not be responsible for any delay or variation in performance caused, or contributed to, by completion of contracts accepted prior to the acceptance of this contract, delay in or absence of receipt of necessary instructions from Buyer, accepted changes in specifications, accidents, strikes, fires, floods, embargoes, civil commotions, epidemics, conditions arising from war (declared or undeclared), governmental acts or regulations, or shortage of any of the following or inability to secure any of the following from its normal sources and in its normal manner: Labor, materials, fuel, power, transportation facilities. Seller will exert reasonable efforts to make shipments after causes for delay have been removed. Buyer agrees to accept such delayed shipments. After delivery to carrier the goods shall be in all respects at the risk of Buyer and any claim for damage or shortage shall be made by Buyer against carrier. Without limiting the generality of the preceding, performance tendered or rendered by Seller under this contract shall be deemed full and timely performance of its obligations through delayed or in any degree wanted in compliance with any present or future law or in compliance with any present or future rule, regulation, order, requirement or official request, and it reserves the right to make partial deliveries under, or to cancel, without liability in either case, any portion of this contract performance of which is or would be required or permitted only at reduced prices or delayed or rendered more costly or onerous to it by any such compliance.
8. TRANSPORTATION AND ROUTING. Unless otherwise specified herein, Seller may determine the transportation facilities and the routing of shipments.
9. EXCAVATION. Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performance of the contract, Seller shall not be held responsible in any manner. Additional costs resulting from the foregoing shall be borne solely by Buyer but in no event shall they exceed the existing rate scales for labor and materials had the quotation originally been based on time and materials. Finished grades are to be established and verified by the Buyer.
10. FLOATING OF TANKS. Buyer will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of the product used for ballast. In the event any tanks should float, Seller shall be held harmless and all expense for equipment, labor and materials to refloat tanks shall be borne by Buyer.
11. RELATED WORK. Labor, materials and outside services for electrical, concrete, backstop or sewer work, surveys, soil testing and other similar services are not included in the contract unless specified.
12. LIEN RIGHTS. To protect the rights of Seller, notice of Seller's mechanic's lien rights or other similar filings may be filed if payment is not received according to the terms herein. Buyer agrees to pay all costs, filing fees, and reasonable attorneys' fees incurred by Seller in connection with any such filings.
13. CANCELLATION. After acceptance by Seller, this contract may not be cancelled in whole or in part by Buyer without the consent in writing of Seller. In case of default by Buyer in the performance of any obligation contained in this contract on its part to be performed, or in case of revocation or bankruptcy by Buyer, or in case Buyer shall make an assignment for the benefit of creditors, or shall go out of business, Seller, at its election, may forthwith cancel this contract or any part thereof, without prejudice to or waiver of any other rights or course of action open to Seller. It is understood that on cancellation of this contract, or any part thereof, for any reason, Seller, at its election, may retain the down payment, or any balance thereof on hand at the time of such cancellation, as liquidated damages.
14. CLAIMS. Claims for shortages of or damage to equipment should be made to the transportation company making delivery. Should any piece of equipment prove defective, it will be repaired or replaced under the applicable manufacturer's warranty, if any, as provided therein. Under no circumstance shall any item be returned to Seller or the manufacturer from which Seller procured the item without first obtaining shipping instructions. Seller and its associated manufacturers shall not be responsible for the cost of repairs made in the field unless such repairs are made pursuant to the written agreement of or written instructions from Seller or the affected manufacturer. Claims in connection with service work rendered hereunder must be made directly to Seller within the 30 day period set forth in Paragraph 2 herein.
15. LOSS DUE TO THEFT, VANDALISM. Seller accepts no risk or liability for the loss of materials or equipment that have been delivered to Buyer's warehouse, jobsite or other locations whether such locations are stipulated at the request of Buyer or at the convenience of Seller. Buyer assumes all such risk and shall make available suitable secure storage or other means of preventing such loss solely at its expense. Seller shall exercise its best judgment as to the scheduling of the shipment and delivery of materials and equipment to the Buyer's location(s) but makes no guarantee as to the timing of such deliveries and/or the receipt of proper and timely notice from carriers that materials or equipment will be or have been delivered.
16. RESPONSIBILITY. Except as set forth in Paragraph 3, Buyer assumes all risk and responsibility for its use of any equipment or service hereunder, irrespective of the fact such use is in accordance with any description, advice or suggestion of Seller.
17. PATENTS. Seller warrants that at the time of sale it has no knowledge that any equipment sold infringes any patent. Seller does not warrant that the use by Buyer of any equipment sold, alone or in combination with other equipment, will not infringe any patent.
18. INDEMNIFICATION. Buyer agrees to defend, indemnify and hold harmless Seller from any and all claims of whatsoever nature, including, but not limited to, injuries to employees of Buyer or Seller or to third parties (including death) or for damages to the property of Seller or Buyer or third parties arising or occurring directly or indirectly from Buyer's use of any equipment hereunder. This indemnification does not apply to or otherwise affect in any manner Seller's warranty of the equipment under Paragraph 2 herein.
19. ATTORNEYS' FEES. Buyer agrees to pay Seller on demand all expenses, including reasonable attorneys' fees, incurred by Seller in protecting or enforcing any of its rights hereunder, and in collecting any amounts owed by Buyer to Seller hereunder.
20. GENERAL PROVISIONS. (a) This contract is binding on the heirs, executors or administrators, and successors and assigns of Seller. (b) Waiver of any default shall not be deemed a waiver of any other default. (c) Timing is of the essence in the payment obligations of Buyer to Seller hereunder. (d) Buyer may not assign this contract without the prior written consent of Seller. Seller may assign this contract without Buyer's consent. (e) If the sale is made out of Seller's Chattanooga office, Tennessee shall govern this contract and Buyer consents to the venue and in personam jurisdiction of any state or federal court of competent subject matter jurisdiction in Hamilton County, Tennessee for the adjudication of any claim or controversy relating to this contract. If the sale is made out of Seller's Suwanee office, the laws of the State of Georgia shall govern this contract and Buyer consents to the venue and in personam jurisdiction of any state or federal court of competent subject matter jurisdiction in Gwinnett County, Georgia for the adjudication of any claim or controversy relating to this contract. (f) If any provision hereof or any remedy hereunder is invalid or unenforceable under any applicable law, such provision, shall be inapplicable and deemed omitted to the extent of such invalidity and/or unenforceability, but the remaining portion of such provision, if any, and the other provision hereof shall continue to be valid and fully enforceable.
21. BUYER'S ACCEPTANCE OF ABOVE TERMS AND CONDITIONS. This document contains the entire agreement between the parties and there are no oral or written understandings, terms, or conditions and Buyer has not relied upon any conditions or representations not contained herein. No waiver, alteration or modification of the terms and conditions on this and the other pages hereof shall be binding unless in writing and signed by a duly authorized representative of Seller.

Special Stipulations: This agreement is subject to the following modifications:

Paragraph 18 is amended to remove any indemnification requirement of the buyer;

Paragraph 19 is deleted; and,

Paragraph 20 is modified such that the laws of Georgia apply and jurisdiction and venue of any dispute shall be in a court of competent jurisdiction.