



SiteWatch® Quote

Quote Number	Quote Date
0000024694	04/07/2025
Presented To	
Bill Trott	

United Pump and Controls, Inc.
305 Shawnee North Drive
Suite 300
Suwanee GA 30024-2299

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Customer:

City of Cartersville
500 S. Tennessee St
Cartersville GA 30120

Location:

City of Cartersville
155 Old Mill Rd
Cartersville GA 30120
770-662-0440

Estimator	Department	Terms
Alston, John C.	Atlanta Compliance	NET 30 DAYS

Quantity	Description		Unit Price	Ext Price
SiteWatch Pro				
1.000	SiteWatch Professional	(Per Customer Agreement)	\$2100.00	\$2100.00
1.000	SiteWatch Remote Compliance	(Per Site)	\$1950.00	\$1950.00
1.000	Monthly Visual Inspection	(Per Site)	\$3725.00	\$3725.00
2.000	Annual and Triennial Testing	(Per Tank)	\$1500.00	\$3000.00
4.000	PM SVC, Calibration and Filter	(Per Hose)	\$250.00	\$1000.00
			SiteWatch Pro	11,775.00

Site Addresses Included in This Contract:

1) 155 Old Mill Rd, Cartersville, GA 30120

Subtotal	\$ 11,775.00
Sales Tax	\$ 0.00
Quote Total	\$ 11,775.00



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SiteWatch Scope of Work

SiteWatch Professional:

- **A/B Operator Services.** Includes a United representative with a GA EPD recognized A/B Operator Certificate to fulfill the GA EPD's A/B Operator requirements.
- **Responsible Official and Annual Tank Registration Services.** Includes a United representative to perform annual tank registrations in GEOS and to register as the sites primary point of contact for all GA EPD communication, as the Responsible Official. Customer to remain registered as the UST Owner.
- **Professional Compliance Management Services** including Compliance Recordkeeping and Annual Records Audit, Annual and 3-Year Testing Management – ensures all required testing is completed before due date and test reports are properly organized and filed for audits by GA EPD or Other Regulatory Agency.
- **Pre-inspection services and onsite representation for 3-Year GA EPD Site Inspections.** A United representative will ensure sumps and spill buckets are cleaned and free of liquids prior to GA EPD Inspection. United's Compliance Manager will provide all required testing and compliance records to GA EPD Inspector and will assist EPD Inspector to complete inspection.

Remote Compliance:

- **Remote ATG Connectivity,** monthly cellular connectivity for each connected and compatible ATG console.
- **Digital Compliance Binder** and Customer Compliance Portal
- Cloud storage for monthly ATG compliance reports.
- Email notification and phone APP for remote ATG inventory reports, alarms, and compliance reports.

Monthly Visual Inspections:

- Monthly and Annual Walkthrough Inspections, as required by GA EPD or Other Regulatory Agency.
- Monthly Water Removal (If Present) from Spill Buckets, including proper disposal of Petroleum Contact Water.

Testing

- All site-specific **Annual** and **3-Year Testing** as required by GA EPD or Other Regulatory Agency.
- Testing may include, but not limited to: tank tightness testing, line tightness testing, leak detector testing, Stage 1 Enhanced Vapor Recovery Testing, ATG certification testing, Spill Bucket, Dispenser Sump, Containment Sump, Overfill and Cathodic Protection Testing.

Preventative Maintenance:

- Annual PM Service on Dispensers includes Meter Calibration and Filter Replacement on all included hose positions. Includes visual inspection of dispenser hydraulic components, pumps, and hose and nozzle hardware.
- Annual Fuel Audit of each included fuel tank. Includes tank bottom fuel sample and visual inspection of sample for particulates, water, phase separation and microbial growth.

SiteWatch Discount:

- All SiteWatch Customers will receive a 10% Discount on non-contract billable service calls for parts and labor provided during the contract period. Discount does not apply to quoted work or special-order parts.



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Notes and Exclusions

- No repairs, parts, troubleshooting or service work to be provided on fueling equipment included in this agreement except as specifically listed.
- Any parts, labor or subcontracted services not included in this agreement will be charged as an additional service as required.
- In the event of a failed inspection or test, additional parts, labor, subcontracted services, and testing or retesting will be an additional charge.
- For any additional parts, services or testing required, estimates will be provided to customer and must be approved in writing before work is performed.
- Any repairs required by GA EPD or Other Regulatory Agency to maintain environmental compliance must be performed by Customer for this agreement to remain in effect. If Customer declines required repairs, United is no longer responsible for site's compliance as the A/B Operator or Responsible Official. United will submit a letter to the GA EPD or Other Regulatory Agency stating that it is no longer providing compliance services to the site(s) in breach of this agreement.



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SiteWatch® Terms and Conditions

This Service Agreement ("Agreement") is made and entered into between **City of Cartersville** ("OWNER") and United Pump and Controls, Inc. ("UNITED"). OWNER and UNITED are also referred to as "party" and collectively as the "parties". This Agreement includes the exhibits attached hereto, which are expressly incorporated herein by this reference.

Subject to and in consideration of the mutual promises, conditions, agreements, and exhibits contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM AND RENEWAL The term of the Agreement will commence on the Effective Date and continue for a period of one (1) year thereafter. Upon expiration of the initial term, the Agreement will automatically renew for successive annual periods under the terms and conditions then in effect, unless terminated by written notice provided by either party in conformity with Section 2 below. Upon renewal of the initial term or any term thereafter UNITED may assess an increase in any and all rates under the terms and conditions of the Agreement up to three and a half percent (3.5%) per year at UNITED's discretion.

2. TERMINATION If OWNER wishes to terminate the Agreement at the end of the initial term or at the end of any annual renewal term, OWNER is required to provide written notice to UNITED, including site address, no fewer than sixty (60) days prior to the end of the term. If, for any reason, OWNER wishes to terminate the Agreement before the end of either the initial term or any annual renewal term (an "Early Termination"), OWNER is required to provide written notice to UNITED, including site address, no fewer than forty-five (45) days before the desired Early Termination date. OWNER agrees to pay an Early Termination charge for any Early Termination in the amount of six-hundred dollars (\$600.00).

All termination requests made by OWNER, whether for termination at the end of the initial term or any annual renewal term, or for an Early Termination, must be submitted in writing and sent via email to compliance@unitedpump.com or sent via overnight carrier or certified mail to UNITED at its address for receiving notices, stated below. Any written notice received by UNITED after 4pm Eastern Time Zone US or received on a weekend day or holiday will default to the next business day receipt. Furthermore, to be effective and binding on the parties, any request for termination sent via email must be acknowledged by an employee of UNITED. Any termination request sent via overnight carrier or certified mail will be deemed received upon the carrier's confirmation of delivery to UNITED.

If UNITED wishes to terminate the Agreement for any reason at the conclusion of either the initial one (1) year term or any annual renewal term, UNITED shall be required to provide written notice to OWNER, including site address, no fewer than sixty (60) days prior to the end of the term.

If UNITED desires Early Termination of the Agreement, UNITED is required to provide no fewer than forty-five (45) days written notice to OWNER, including site address. Any termination requests made by UNITED must be submitted in writing and sent to the email address for the OWNER's point of contact stated herein or sent via overnight carrier or certified mail to the billing address on file for OWNER.

UNITED may terminate this Agreement at any time for any of the following reasons, in which event UNITED will refund any advance payments OWNER may have made beyond the termination date, less any amount still due from OWNER to UNITED for services already provided, if applicable:



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- a. OWNER fails to perform its obligations under this Agreement, including payment of any fees when due under this Agreement;
b. OWNER fails to follow UNITED'S instructions or recommendations concerning the operation or maintenance of the equipment that is the subject of this Agreement ("the Equipment"), which is described more fully described below to this Agreement, or OWNER'S performance of any of its duties under this Agreement;

Under this agreement, "the Equipment" is defined as the Canary Compliance cellular device, power supply, and/or serial cables which are furnished to the OWNER by UNITED for the purpose of providing remote monitoring services of the OWNER's automatic tank gauge.

Additional equipment may include, but is not limited to, any power cables, extension cables, power strips, power outlets, serial cables, connectors, adaptors, serial interface kits, serial interface cards, or other accessories necessary for the installation and operation of the Canary Compliance cellular device.

No other equipment shall be covered by this agreement unless specified and agreed to in writing by both parties.

- c. OWNER makes unauthorized alterations to the Equipment or fails to repair or replace, or permit UNITED to repair or replace, the Equipment as UNITED deems reasonable and necessary;

- d. OWNER (including any of its employees, representatives or agents) refuse UNITED reasonable access to OWNER'S site as needed for the performance of this Agreement or UNITED determines that OWNER's site is unsafe, or conditions at the site subject UNITED'S personnel to undue risk of harm;

- e. UNITED, in its sole discretion, determines that the Equipment will not function normally at OWNER'S site or has stopped functioning normally at the site, with no substantial improvement in such condition anticipated by UNITED in the reasonably foreseeable future; or

- f. OWNER becomes a debtor in a bankruptcy proceeding.

OWNER promises not to hold UNITED liable for any losses it may experience as a result of UNITED'S termination of this Agreement for any of these reasons. UNITED may decide to waive its early termination fee if it cancels this Agreement during an annual term for any of the reasons listed in (a) – (f) above but is not obligated to do so.

Upon the termination of this Agreement for any reason, OWNER agrees that UNITED may enter OWNER'S site to remove any and all Equipment provided or owned by UNITED. UNITED has no obligation to repair or restore OWNER'S premises after such removal. Should OWNER fail or refuse to allow UNITED access to said premises, OWNER agrees to pay UNITED its original cost for any Equipment not returned to UNITED and reimburse UNITED for any costs, including reasonable attorneys' fees, that it may incur attempting to gain access to remove said Equipment or to collect such costs. OWNER agrees that the Equipment shall not become a fixture on its premises.

3. INDEMNIFICATIONS OWNER and UNITED shall indemnify, defend and hold each other, their respective affiliated entities, officers, directors, shareholders and employees, harmless from any and all liabilities, losses, costs, expenses, actions, claims, demands and causes of action asserted against the indemnifying party by any person (including, without limitation, UNITED's and OWNER's employees) for personal injury or death or for loss of or damage to property and resulting from the indemnifying party (including its agents, employees, representatives or contractors)'s negligence or willful misconduct hereunder. The party seeking indemnification under this Section shall provide prompt written notice of any third-party claim to the party from whom indemnification is sought ("Indemnifying Party"). The Indemnifying Party shall have the right to assume exclusive control of the defense of such claim or demand, at the option of the Indemnifying Party. Where personal injury, death or loss of or damage of property is the result of the joint negligence or misconduct of OWNER and UNITED, each party's duty to indemnify shall be in proportion to its allocable share of



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such joint negligence or misconduct.

4. LIMITATIONS OF RESPONSIBILITY, LIABILITY AND WARRANTIES UNITED shall not be held responsible or liable for either any disruption of services contemplated under this Agreement, damage to or failure of the Equipment, or any other loss, damage or casualty due to circumstances beyond UNITED'S control, such as fire, natural disasters, accidents, strikes, governmental actions, acts of God, warlike hostilities, shortages of goods and raw materials, a temporary or permanent inability to establish or maintain transmission connections between UNITED and OWNER'S site, OWNER'S negligent use or misuse of the Equipment, or any damage or destruction to either UNITED'S facilities, OWNER'S site, or the Equipment which prevent the performance of any obligations of UNITED under this agreement. No such circumstances shall relieve OWNER'S obligations under this Agreement.

If UNITED or any person or entity affiliated with UNITED is determined to have liability or responsibility due to any such occurrence, OWNER'S claim against UNITED shall be limited to one monthly service fee at the rate being paid by OWNER at the time of the occurrence giving rise to such claim. This amount shall be OWNER'S sole and exclusive remedy for any alleged loss, injury or consequence resulting from any of the occurrences described above. The parties hereby agree and acknowledge that: (i) ascertaining the actual damages in the event of such an occurrence would be difficult; (ii) it is impossible more precisely to estimate the damages to be suffered by OWNER upon such occurrence; (iii) such potential payment by UNITED is intended not as a penalty, but as full liquidated damages; and (iv) the amount stated constitutes a good faith estimate of the potential damages that could arise from any of the occurrences listed above.

Other than as expressly provided in this Agreement or any exhibits hereto, UNITED makes no guaranty or warranty of any kind with respect to the services it performs or the Equipment provided under this Agreement, including without limitation no implied warranty of merchantability, suitability, condition or fitness for a particular purpose. To the maximum extent permitted by law, all such warranties are hereby disclaimed by UNITED and waived by OWNER. OWNER'S exclusive remedies for failure of the Equipment to function as intended shall be as stated in this Agreement or the exhibits hereto. UNITED is not liable to OWNER or any other person or entity for any other incidental or consequential damages.

5. OWNER'S DUTIES In addition to OWNER'S other obligations under this Agreement, OWNER must instruct all persons who use the Equipment on its proper use; maintain the Equipment as instructed by UNITED; notify UNITED immediately when any problem with the Equipment or disruption of its normal functioning occurs; and furnish UNITED with any information it reasonably requests in order to provide the services and Equipment contemplated under this Agreement to OWNER. Any failure of OWNER to perform under this paragraph is a material breach of this Agreement.

6. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between the parties and cancels, replaces and supersedes all previous contracts and understandings between the parties regarding the Equipment and services that are the subject of this Agreement. OWNER agrees that UNITED is not bound by and OWNER has not relied upon any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement. This Agreement may not be altered, modified or amended except by a written instrument signed by each of the Parties hereto.

b. This Agreement shall be enforced and interpreted under the laws of the State of Georgia. The courts of Gwinnett County, Georgia shall have sole and exclusive jurisdiction over any dispute and/or controversy arising out of or relating to this Agreement or the performance hereof, and the parties expressly waive any defenses or objections to such jurisdiction. If any provision of this



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Agreement shall be invalid or unenforceable to any extent, the remainder of the contract shall not be affected thereby and shall be enforced to the fullest extent permitted by applicable law.

c. Nothing in this Agreement shall be construed or interpreted as making UNITED and OWNER a partner or joint venture.

d. OWNER shall not be responsible for the payment or reimbursement to UNITED for gross receipt taxes, corporate franchise taxes and the like relating to the sale of goods and/or the providing of services pursuant to this Agreement. OWNER shall, however, be responsible for the payment or reimbursement to UNITED for Federal, state and local excise, sales, use and similar taxes, which shall be specifically listed on all invoices.

e. OWNER agrees to pay each invoice in full within thirty (30) days of the date the invoice is received by OWNER. In the event there is a delay in payment for more than ten (10) days from the due date, OWNER shall be liable to pay interest at the rate of 1.5% per month on any overdue amounts from the due date until paid in full. UNITED may charge returned check charges of \$30.00 per check returned. In the event UNITED is required to bring legal action to collect any amount due under this Agreement, UNITED shall be entitled to recover, in addition to any late charges or finance charges set forth in UNITED's invoice(s), its reasonable attorney's fees which shall be no less than 15% of the total amount of principal and interest owed.

f. This Agreement shall be subject to a duty of good faith on the part of both parties hereto.

g. If at any time OWNER believes UNITED is in breach of any part of this Agreement, OWNER agrees to provide written notice to UNITED specifically identifying the nature of the breach and allow UNITED a reasonable period to address or cure any such alleged breach.

h. This Agreement may not be assigned by either party without the express written consent of the other party and any attempted assignment will be void in the absence of such written consent. This Agreement applies solely to the sites described herein and may not be transferred or applied to any other location(s).

i. The language of this Agreement shall be construed as a whole, according to its fair meaning and attainment and shall not be construed for or against any party hereto, regardless of who drafted or was principally responsible for the drafting of this Agreement or any specific term or condition hereof. This Agreement shall be deemed to have been drafted by all the Parties hereto and no party shall urge otherwise. The headings used in this Agreement are for the convenience of the parties and are not to be considered in construing the meaning of any of the terms herein.

j. This Agreement may be executed by the parties in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. This Agreement may be executed and delivered by exchange of facsimile copies or email images showing the signatures of each party hereto, and those signatures will constitute original signatures and shall have the same force and legal effect as the manually executed original thereof. The parties intend that the provisions of O.C.G.A. § 10-12-1, et seq. (Uniform Electronic Transmissions Act) shall apply.



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7. PAYMENT TERMS AND CONTRACT AMOUNT This agreement will be invoiced annually, beginning on the Effective Date and on each successive anniversary. The first year invoice must be paid in full before services will commence. Annual renewal invoices will be submitted 30 days before the anniversary of the Effective Date shown below. Renewal invoices must be paid in full on or before the renewal date in order for services to continue without interruption. If any invoices are past due, OWNER will be notified and services will be suspended until account balance is brought current.

If Purchase Orders are Required by OWNER, Please Attach a Purchase Order and Provide PO Number: _____

8. SIGNATURES

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date: _____.

City of Cartersville (OWNER)	United Pump and Controls, Inc. (UNITED)
Signature: _____	Signature: _____
Printed Name, Title: _____	Printed Name, Title: _____
Date Signed: _____	Date Signed: _____
Address for Notices: City of Cartersville 500 S. Tennessee St Cartersville GA 30120	Address for Notices: United Pump and Controls, Inc. 305 Shawnee N Dr Suite 300 Suwanee, GA 30024
Email: _____	Email: compliance@unitedpump.com