



COUNTY OF EL DORADO

Purchase Order

Fiscal Year 2019

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B I L L T O

Agricultural - Fiscal
County of El Dorado
311 Fair Lane
Placerville, CA 95667

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **19001102**

V E N D O R

PEMBERTON FABRICATORS INC
PO BOX 828477
PHILADELPHIA, PA 19182-8477
Fax: 609-261-2546

S H I P T O

Agricultural Commissioner
County of El Dorado
311 Fair Lane
Placerville, CA 95667
Contact: MYRNA.TOW@EDCGOV.US

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
606-267-0922		609-261-2546		1250		QUOTE #PEMQ1407	
Date Ordered	Vendor Number	Date Required	Payment Terms		Department/Location		
03/29/2019	1259		See Last Page		AGRICULTURE		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	Flow Controllers and Recorders (For Liquids) SLIP ON CALIBRATION UNIT, W/3 SPECIAL J-VEP 5-GALLON STAINLESS STEEL PROVERS & 3 80-GALLON STAINLESS STEEL HOLDING TANKS AS PER QUOTE #PEMQ1407 Sales Tax: \$1589.36 Commodity Code: 22016 Flow Controllers and Recorders (For Liquids)			1.0	EA	\$19,265.00	\$19,265.00
2	Flow Controllers and Recorders (For Liquids) 50 GALLON PROVER AS PER QUOTE #PEMQ1407 Sales Tax: \$709.25 Commodity Code: 22016 Flow Controllers and Recorders (For Liquids)			1.0	EA	\$8,597.00	\$8,597.00
3	Shipping by Common Carrier SHIPPING AMOUNT Commodity Code: 96401 Shipping by Common Carrier QUOTE #PEMQ1407			1.0	EA	\$2,150.00	\$2,150.00

This Purchase Order has been signed electronically by a duly authorized representative of the County of El Dorado.

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected.

Total Ext. Price	\$30,012.00
Total Sales Tax	\$2,298.61
PO Total	\$32,310.61

VENDOR COPY

STANDARD TERMS AND CONDITIONS

By shipping on this Purchase Order Contract, Vendor warrants that they have read and agree to be bound by these terms and conditions.

- 1. Taxes:** County is exempt from payment of Federal Excise Tax; Federal tax should not be included in any prices contained herein.
- 2. Alterations:** No alteration in any of the terms, conditions, delivery, price, quantities, specifications or services of this contract will be effective without prior written consent of the County.
- 3. Failure to Deliver:** Time is of the essence and the contract is subject to cancellation for failure to deliver on time. If Vendor fails to deliver an article or service of the quality or quantity, in the manner or within the time called for by this contract: such article or service may be bought from any source by County. If a greater price than named in this contract is paid for such article or service, the excess cost will be charged to and collected from Vendor or sureties on its bond if bond had been required; or, the County may terminate the contract for default; or, the County may return deliveries already made and receive a refund. For any exception to the delivery date as specified in this contract, the Vendor shall give prior notification and obtain approval thereto from the County. Failure or refusal of Vendor to perform any work or service or do any act required under this contract shall constitute a default.
- 4. Force Majeure:** Vendor shall not be liable for any delay or failure to deliver any or all the goods or services if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God. The County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for the County to receive the goods. When either Vendor or the County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.
- 5. Proposal, Quotation and Attachments:** This contract incorporates by reference on the face of this form, the provisions of any related bid request issued by County, any bid submitted by Vendor, or both. This contract incorporates by reference on the face of this form, the provision of any attachments. Vendor agrees that in the event of conflicting language between this contract and Vendor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the Vendor's terms and conditions attempting to nullify County terms and conditions or to resolve language conflicts in favor of the Vendor's terms and conditions.
- 6. Warranty:**
 - 6.1 Warranty For Goods:** Vendor warrants that any and all goods covered by this contract will be (i) new and suitable for the use intended, unless otherwise specified; (ii) will conform to the drawings, specifications, samples, description and time provisions furnished by the County; (iii) of the grade and quality specified; (iv) free from defect in design, material and workmanship; and (v) in compliance with all applicable federal, state and local laws and regulations. At County's option, Vendor shall repair or replace the goods without charge within five (5) business days from being notified of the nonconformance with the foregoing warranties. If, after notice, the Vendor cannot promptly replace or repair the goods Vendor shall refund the full purchase price paid by County for such goods. Defective goods rejected by the County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by the County for any reason, including, without limitation, the County's acceptance of the goods or the County's failure to notify Vendor thereof. Further, the failure of the County to reasonably specify any defects in rejected goods shall not prevent the County from relying on the defect to establish a breach, even though the Vendor could have cured the defect on proper notification.
 - 6.2 Warranty for Services:** Vendor warrants to County that any and all materials and equipment incidental to services that are furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the Vendor. In the event the County elects to have said work performed by the Vendor, the Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County; however, in no event shall such period exceed fifteen (15) calendar days. If the Vendor shall fail or refuse to comply with its obligations under this section, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.
- 7. Termination:** At any time and without cause, the County shall have the right, at its sole discretion, to terminate this contract by giving seven (7) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.
- 8. Invoice:** Purchase Order number must appear on all invoices, packing lists, shipping notices, and any correspondence. Invoices must be fully itemized. A separate invoice shall be provided for each Purchase Order.
- 9. Payment Terms & Cash Discounts:** Payment shall be made at the prices stipulated herein for goods or materials delivered or services rendered. Payment on partial deliveries or services may be made when requested by the Vendor and approved by the County. Payment shall be made within forty-five (45) days following County's receipt of itemized invoices. For any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received, whichever is later. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of the County warrant or check.
- 10. Assignment:** This contract may not be assigned in whole or in part without the prior written consent of the County.
- 11. Independent Capacity:** In the performance of this contract, agents and employees of the Vendor shall act in an independent capacity and not as officers, employees or agents of the County.
- 12. Indemnity:** The Vendor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damages to property or any economic or consequential losses, which are claimed to or in any way arise out of, or connected with the Vendor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Vendor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.
- 13. Nondiscrimination:** Vendor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.
- 14. Infringement:** The Vendor agrees to defend and hold the County, its officers, agents, employees and volunteers harmless from any and all actions, suits, liabilities, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products or services supplied by Vendor infringes any patent, copyright, trade secret, trademark, or other intellectual property right.
- 15. Applicable Law and Forum:** This contract shall be construed and interpreted according to the substantive law of the State of California excluding the law of conflicts. Any action arising out of this contract shall be brought in El Dorado County, California and shall be resolved in accordance with the laws of the state of California.
- 16. Funding:** Funds for this contract are available on a fiscal year basis. Should sufficient funds not be budgeted and appropriated for the payment of goods or services described herein, this contract shall be cancelled in its entirety without penalty or expense to the County of any kind, except for payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.
- 17. Business License:** It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.
- 18. Inspection, Acceptance, and Returns:** Goods or services shall be subject to County inspection, approval, and acceptance notwithstanding any prior payment for such goods or services. No goods shall be deemed accepted until County had reasonable opportunity to inspect said goods or services. If rejected as nonconforming or defective, County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee, or to request a replacement by a specified date. Substitutions are not permitted except upon specific written authorization of County. Defective product or product under warranty may not always be returned in the original package.
- 19. Permits, Licenses, and Other Requirements.** Vendor shall comply with all applicable federal, state, and other laws, rules, regulations, ordinances, and orders in the performance of this contract. Vendor shall be in full compliance with all permit or licensing requirements in connection with the sale, shipment, and/or installation of the goods or performance of the services herein.
- 20. Insurance.** When specified herein and/or when specified by bid or quote documents that are incorporated herein by reference, failure to maintain the required insurance coverage shall be deemed a material breach of this contract
- 21. Severability.** If any provision of this contract is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue in full force and effect, without being impaired or invalidated in any

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SERAPHIN®

www.seraphinusa.com

609-267-0922

PO BOX 828477, PHILADELPHIA, PA 19182-8477

Quote PEMQ1407

Valid through April 11, 2019

Prepared For:

COUNTY OF EL DORADO, CA
Myrna
Phone: 530-621-6647
DEPT OF AGR / WGTS & MEAS
311 FAIR LANE
PLACERVILLE, CA 95667
myrna.tow@edcgov.us

Prepared By:

Ronald Gibson
Sales Director
Phone: 609-267-0922 x117
Fax: 609-261-2546
Email: rgibson@seraphinusa.com



[Click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Details

SERAPHIN®
EST. 1919 www.seraphinusa.com
A DIVISION OF PEMBERTON FABRICATORS INC.
PO BOX 828477, PHILADELPHIA, PA 19182-8477
t. 609-267-0922 f. 609-261-2546

QUOTE

Number PEMQ1407

Date Mar 11, 2019

All Checks Should be Made Payable to Pemberton Fabricators Inc.

Quote Prepared For

COUNTY OF EL DORADO, CA
MYRNA
DEPT OF AGR / WGTS & MEAS
311 FAIR LANE

PLACERVILLE, CA 95667

Phone 530-621-6647

Fax

Your Sales Rep



Ronald Gibson
609-267-0922 ext 117
rgibson@seraphinusa.com

SS SLIP-ON TESTING UNIT-240 GALLON

COUNTY OF EL DORADO, CA

PEMQ1407 Mar 11, 2019

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
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SLIP-ON CALIBRATION UNIT, WITH THREE (3) SPECIAL J VEP® 5 GALLON STAINLESS STEEL PROVERS, AND THREE (3) 80 GALLON STAINLESS STEEL HOLDING TANKS

(3) VEP® PROVERS (PATENTED IN THE USA & CANADA)

DESCRIPTION: THE VEP® HAS A CAP MOUNTED ON ITS NECK THAT CREATES A SEAL AROUND THE DISPENSER NOZZLE AS THE PROVER IS FILLED AND DRAINED ALSO A VENT LINE IS FITTED FROM THE TOP OF THE PROVER TO THE PRODUCT HOLDING TANK ON WHICH THE PROVER IS MOUNTED. THE NECK IS SEALED WITH A FLAPPER AND BOOT TO PREVENT EVAPORATION AND RETAIN SATURATED AIR DURING THE DRAIN-FILL CYCLE. THE VOLUME STANDARD, HOLDING TANK AND VENT LINE CONFIGURATION IS SUCH THAT WHEN THE PROVER IS DRAINED, THE AIR IN THE STORAGE TANK, WHICH IS SATURATED WITH GASOLINE VAPOR, IS DRAWN THROUGH THE VENT LINE INTO THE PROVER, THEREBY MAINTAINING A SATURATED ENVIRONMENT WITHIN THE PROVER.

5 GALLON PROVER SPECIFICATIONS

CONSTRUCTION	BUILT TO N.I.S.T. HANDBOOK 105-3 STANDARDS AND API MANUAL OF PETROLEUM MEASUREMENT STANDARDS CHAPTER 4
CALIBRATION	FACTORY CERTIFIED USING STANDARDS TRACEABLE TO NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
NOMINAL CAPACITY	5 GALLON - CALIBRATED "TO DELIVER" AT 60 DEG F
MATERIAL	TYPE 304 STAINLESS STEEL
DRAIN VALVE	CENTER DRAIN, 2 INCH BUTTERFLY VALVE
DESIGN	REINFORCING BANDS TO PREVENT DISTORTION OF PROVER WHEN FULL WITH LIQUID AND WHEN BEING TRANSPORTED.
LEVEL	1 TYPE LEVEL--ENABLES OPERATOR TO ENSURE PROVER IS LEVEL PRIOR TO TESTING.
SCALE RESOLUTION	0.5 CUBIC INCHES
REQUIRED SCALE RANGE	115 CUBIC INCHES. THE GAUGE SCALE SHALL BE GRADUATED BOTH ABOVE AND BELOW THE NOMINAL CAPACITY GRADUATION BY AN AMOUNT NOT LESS THAN 1.5 % OF THE PROVER VOLUME
VENT	1 INCH VENT LINE (SHOULD BE USED WITH 1 INCH VAPOR HOSE)
EVAPORATION CONTROL	CAP WITH CHAIN ON A SEALED NECK WITH FLAPPER AND BOOT TO PREVENT EVAPORATION AND RETAIN SATURATED AIR DURING THE DRAIN CYCLE
TEMPERATURE MEASUREMENT	(1) STAINLESS STEEL THERMOMETER WELL LOCATED SO THAT THE CLOSED END IS AT THE APPROXIMATE CENTER OF THE PROVER.
DRAIN SIGHT GLASS	INSTALLED BETWEEN PROVER DRAIN VALVE AND LEVELING BALL JOINT TO ENSURE DRAIN TIME MEETS NIST (30 SECONDS AFTER MAIN FLOW CESSATION) DRAIN REQUIREMENTS. ALSO USED TO CHECK DRAIN VALVE FOR LEAKAGE.

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COUNTRYSIDE FLDORADO, CA		PEMO1407 Mar 11, 2019	
QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
	LEVELING METHOD	COMPLETE STAINLESS STEEL LEVELING BALL JOINT. INCLUDES 10" STAINLESS STEEL FLANGE, BALL JOINT, RETAINING NUT AND HARDWARE WITH GASKET--ALLOWS EACH PROVER TO BE EASILY LEVELED BY SWIVELING ON ITS BALL JOINT AND SECURED IN PLACE	
	LOCKING DEVICE	EACH PROVER HAS A THREE PIECE STAINLESS STEEL LOCKING DEVICE TO STABILIZE THE PROVER DURING TRANSPORT, (INCLUDES A BRACKET ON THE PROVER, A BRACKET ON THE BALL JOINT AND A "U" FITTING TO CONNECT THE TWO BRACKETS AND SECURE THE PROVER.)	
	WRENCH	(1) WRENCH TO HELP REMOVE THE PROVERS FROM HOLDING TANKS.	
HOLDING TANKS			
	HOLDING TANKS (3)	80 GALLON STAINLESS STEEL STORAGE TANKS, ONE FOR EACH PROVER (TANKS ARE SLOPED AND CREATED TO PROVIDE COMPLETE DRAIN).	
	HARDWARE	ALL HARDWARE TO BE STAINLESS STEEL	
	LIQUID LEVEL INDICATOR	GIVES OPERATOR APPROXIMATE LIQUID LEVEL IN EACH HOLDING TANK	
	TANK DRAIN LINES	2" STAINLESS STEEL PIPE DRAIN LINES CONNECTED INDIVIDUALLY TO EACH HOLDING TANK. QUICK CONNECT MALE COUPLING WITH CAP AND CHAIN.	
	TANK DRAIN VALVES	2" BUTTERFLY VALVES (ALUMINUM HOUSING).	
	DRAIN HOSES	(2) 6 FT., 2" DIAMETER PETROLEUM DRAIN HOSES WITH QUICK CONNECT FITTINGS--FOR GRAVITY DRAINING OF HOLDING TANKS BACK TO THE STORAGE TANK WITH QUICK CONNECT ELBOW	
	DRAIN HOSE TUBES	(2) ALUMINUM DRAIN HOSE STORAGE TUBES, (4" DIAMETER EACH WITH A VENTED CAP ON ONE END, AND A HINGED, LOCKABLE ACCESS DOOR ON THE OTHER. ALL ALUMINUM CONSTRUCTION.)	
	SEALS AND ELASTOMERS	ALL TANK AND VALVE GASKETS ARE VITON, BALL JOINTS HAVE INTERNAL TEFLON SEALING BUSHINGS	
	GROUNDING REEL	50 FT. ON RETRACTABLE REEL MADE OF GALVANIZED STEEL CABLE MOUNTED FOR DISSIPATION OF STATIC ELECTRICITY WITH COPPER ALLIGATOR CLAMP. JAWS OPEN TO 1.25 INCHES	
	MISC. ACCESSORIES	(1) 5/S SPANNER WRENCH, (FOR TIGHTENING OR LOOSENING THE BALL JOINTS) (1) 18" ALUMINUM DROP TUBE, (TO ALLOW DRAIN HOSES TO EASILY FIT INTO BELOW	

1.00	OPERATOR STEP:	GROUND STORAGE TANKS) ALUMINUM GRIP STRUT STEP (REMOVABLE)--ENABLES OPERATOR TO COMFORTABLY AND SAFELY REACH TOP NECK OF PROVER WHEN TESTING.	\$19,265.00
1.00	50 GALLON PROVER		\$8,597.00
50 GALLON PROVER			
	SIDE STEP PLATFORM AND RAILING	ADDED STEP AND RAILINGS FOR SAFETY FOR CALIBRATING LARGE UNIT	
	CONSTRUCTION	BUILT TO N.I.S.T. HANDBOOK 105-3 STANDARDS, OIML R-120 AND API MANUAL OF PETROLEUM MEASUREMENT STANDARDS CHAPTER 4	
	CALIBRATION	FACTORY CERTIFIED USING STANDARDS TRACEABLE TO NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY	
	NOMINAL CAPACITY	50 GALLON - CALIBRATED "TO DELIVER" AT 60 DEG F	
	NOMINAL DIAMETER	36 INCHES	
	NOMINAL HEIGHT	51 INCHES	
	PROVER WEIGHT (DRY)	190 LBS.	
	APPROXIMATE SHIPPING	42" W X 42" L X 57" H 320 LBS CRATED	
	MATERIAL	TYPE 304 STAINLESS STEEL	
	DRAIN VALVE	CENTER DRAIN, 2 INCH BUTTERFLY VALVE	
	DESIGN	REINFORCING BANDS TO PREVENT DISTORTION OF PROVER WHEN FULL WITH LIQUID AND WHEN BEING TRANSPORTED.	
	TEMPERATURE MEASUREMENT	(1) STAINLESS STEEL THERMOMETER WELL LOCATED SO THAT THE CLOSED END IS AT THE APPROXIMATE CENTER OF THE PROVER.	
	LEVEL INDICATION	(2) SPIRIT LEVELS	
	VOLUME INDICATION	ALUMINUM GRADUATED SCALE	
	SCALE RESOLUTION	2 CUBIC INCHES	
	REQUIRED SCALE RANGE	± 88 CUBIC INCHES. THE GAUGE SCALE SHALL BE GRADUATED BOTH ABOVE AND BELOW THE NOMINAL CAPACITY GRADUATION BY AN AMOUNT NOT LESS THAN 1.5 % OF THE PROVER VOLUME	
	TOLERANCE	0.02% SCALE ACCURACY	
	DATA PLATE	ENGRAVED BRASS	

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COUNTY OF EL DORADO, CA		PEMO1407 Mar 11, 2019	
QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
	GAUGE GLASS FITTING	STAINLESS STEEL	
	LIFTING LOOPS	(2) LIFTING LOOP ATTACHED TO TOP BAND OF PROVER	
	SIGHT FLOW INDICATOR	FOR OBSERVING FLUID FLOW DOWNSTREAM OF THE SHUT-OFF VALVE.	
	FILL	STAINLESS STEEL "TOP LOADING-SUBMERGED FILL" PIPE PASSES THROUGH THE UPPER CONE AND EXTENDS TO THE BOTTOM CONE, REDUCING FOAMING WHILE FILLING.	
	NECK COVER	STAINLESS STEEL HINGED LOCKING COVER FOR TOP OF NECK TO PREVENT CONTAMINATION OR DAMAGE DURING TRANSPORTATION. ANOTHER COVER PROTECTS THE GAUGE GLASS FROM ACCIDENTAL BREAKAGE AND CAN BE SECURED WITH A LOCK FOR SAFETY.	
	CRANK LEGS	(3) ADJUSTABLE BOLT DOWN LEGS FOR LEVELING PROVER. ADJUSTMENTS ARE MADE BY CRANK HANDLES ON EACH LEG	



SHIPPING AMOUNT:	\$2,150.00
TAX AMOUNT:	\$2,298.62
UNIT AMOUNT:	\$27,862.00
GRAND TOTAL:	\$32,310.62

DELIVERY 12-14 WEEKS AFTER RECEIPT OF DEPOSIT

INTERNATIONAL FREIGHT QUOTES THAT ARE OLDER THAN 30 DAYS NEED TO BE REQUESTED PRIOR TO ORDER PLACEMENT
*All International Orders and Custom Orders require a deposit of at least 50%
 in order to start manufacturing with the remaining balance to be paid prior to shipment
 All other orders require to be paid 100% before shipping
 All Customers are responsible for Decals and Placarding of the unit sold
 ALL INTERNATIONAL ORDERS ARE DELIVERED TO THE NEAREST AIRPORT OR SEA PORT
 CUSTOMER IS RESPONSIBLE FOR CLEARING CUSTOMS AND ALL OTHER FEES ASSOCIATED WITH SHIPMENT*

General Sales Terms: Pricing Valid for 30 days; F.O.B.--Rancocas, NJ - Shipping Additional: US Dollars
 Custom Orders: 50% deposit in advance of manufacture, Balance due before shipping.
 Credit Cards: Visa & Master Card Accepted (Limits may apply); Delivery: to be confirmed upon receipt of order
 Price and Delivery have been quoted based upon the application of our attached terms and conditions only
 Please note - Wood crating is in compliance with US Domestic and International crating to comply with USDA regulations at 7 CFR § 319 and the International
 Plant Protection (IPPC) standard ISPM #15 for export.
 ***PLEASE NOTE UNITS REQUIRING OUTSIDE CALIBRATION MAY HAVE AN EXTENDED LEAD TIME BASED ON AVAILABILITY OF CALIBRATION
 LABS. SERAPHIN CANNOT BE RESPONSIBLE FOR 3RD PARTY LABORATORY SCHEDULES***
THE SHIPPING AMOUNT ON THIS ORDER IS ESTIMATED. THE FINAL INVOICE WILL HAVE THE ACTUAL SHIPPING

**CHARGES AND WILL BE ADJUSTED TO REFLECT THE AMOUNT. ALL SHIPPING IS BY DEFAULT ON A FLATBED.
YOU MUST HAVE A MEANS FOR UNLOADING THE UNIT WHEN IT ARRIVES**

All Checks Should be Made Payable to Pemberton Fabricators Inc.

Approval Signature _____ Date _____
Printed Name _____

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A DIVISION OF PEMBERTON FABRICATORS INC.

PEMBERTON FABRICATORS, INC. (SELLER) INCLUDING THE DIVISIONS OF AMERIND AND SERAPHIN TEST MEASURE - TERMS AND CONDITIONS OF SALE - (Pemberton Fabricators TC Rev 03-01-17)

EXCLUSIVE AND ENTIRE: The following Standard Terms and Conditions are intended by the parties to govern all the purchases of equipment, parts or service from Seller, and together with the specifications provided or embodied herewith, represent the entire understanding of the parties without exception. All other terms and conditions are specifically rejected, and by proceeding with the transaction in any manner, both Seller and Buyer agree that these Standard Terms and Conditions shall control. The price charged by Seller to Buyer is based on these Standard Terms and Conditions.

PAYMENT TERMS: Net 30 days. A "late payment" in the form of interest at the rate of 2% per month or a service charge of like amount will be levied on all late payments (the type of charge being consistent with the applicable local law). Attention to these terms will eliminate delays in starting up any equipment or providing further service or parts. **NOTE:** Terms pending credit approval.

TAXES: The quoted prices do not include state or local sales, duties, use, excise or similar taxes. To avoid any inconvenience, please supply us with one of the following documents:

1. A tax exemption certificate from your state or
2. A statement on your order or letterhead that your firm will pay the appropriate state/use tax in accordance with the current tax laws.

Unless we are provided with one of these documents, any such taxes imposed upon Seller may be added to our invoice by a separate item.

TERMINATION: In the event that this purchase is terminated by Buyer for any reason, including Buyer's failure to make partial payments as specified, Seller will make a reasonable effort to minimize the damages payable by Buyer. However, Buyer shall be liable for all expenses, overheads and allowance of a reasonable profit on work performed up to the date of termination. Buyer agrees to pay Seller's invoice in accordance with invoice terms.

WARRANTY: Seller warrants to the original Buyer that the equipment, parts supplied shall conform to the description in the quotation. In the event that any part or parts, excluding expendable items that fail

the description in the quotation. In the event that any part or parts, excepting expendable items that fail due to defects in material or workmanship within the first twelve (12) months of startup of equipment or eighteen (18) months after shipment, whichever occurs first, or in the case of parts, within twelve (12) months of supplying part, Seller shall at its option, repair or replace EXW (Ex works), such defective part or parts. The warranty obligations of Seller with respect to equipment not manufactured by Seller shall conform to and be limited to the warranty actually extended to Seller by its suppliers. Notice of a claim for alleged defective equipment must be given within fifteen (15) days after Buyer learns of the defect. The defective part or parts shall be returned to Seller, freight prepaid, unless otherwise directed by Seller. This warranty shall be exclusive and in lieu of any other warranties and Seller makes no warranty of merchantability or warranties of any other kind express or implied, including any implied warranty of fitness for a particular purpose which extend beyond the warranty as set forth above. Seller's liability for any and all losses and damages to Buyer resulting from defective parts of equipment shall in no event exceed the cost of repair or replacement, EXW of defective parts or equipment. This warranty shall not apply to products which have been abused, altered, misused in application, improperly maintained or repaired, or operated other than in accordance with Seller's operating instructions.

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A DIVISION OF PEMBERTON FABRICATORS INC.

PATENTS: Seller agrees to indemnify Buyer against any proven claim and assessed liability for infringement of any United States patent arising from the manufacture or sale of any apparatus furnished by Seller to Buyer. **THE FOREGOING STATES SELLER'S ENTIRE LIABILITY FOR CLAIMS OR PATENT INFRINGEMENT.** Seller shall have no liability whatsoever if the claim of infringement arises out of Seller's compliance with Buyer's specifications. Seller shall have no liability whatsoever if a claim of infringement is based upon the Buyer's use of the equipment as part of a patented combination where the other elements of the combination are not supplied by Seller, or in the practice of a patented process unless Seller supplies the process. Where the specifications, process, design are supplied by Buyer, then Buyer agrees to indemnify Seller in like manner.

PROPRIETARY RIGHTS: Unless otherwise stated herein all design, manufacturing processes, manufacturing information, vendor sources, know-how, equipment, tooling or other hardware, software, or information (collectively referred to as "resources") acquired or utilized by the Seller to produce the finished goods, and any intellectual property rights, including but not limited to patents, copyrights and trade secrets related in any way to the resources, are and shall hereinafter remain the exclusive property of the Seller, regardless of whether such resources are created solely by the Seller, or by Buyer's collaboration with the Seller, for example, where Seller utilizes Buyer's specifications to create resources, and the Buyer shall acquire or receive no rights or title therein or thereto as a result of this purchase whether or not the order provides for Seller's delivery of technical data, drawings or other information to the Buyer in addition to the finished goods. Unless Seller's prior written consent is given, in no event shall the Buyer permit such data, drawings or information to be: (1) disclosed to any third party other than the Buyer's customer; (2) used by the Buyer or the Buyer's customer for manufacture of like or similar goods; (3) used for purposes of duplicating or reverse-engineering Seller's proprietary designs or processes; or (4) used by a party other than the Buyer or the Buyer's customer for any purpose.

CONFIDENTIALITY. Except as otherwise agreed or set forth herein, all information and ideas disclosed by Buyer in connection with this order may be considered by Seller to be in the public domain. Any notice that Buyer desires Seller to handle certain information or ideas as confidential or proprietary information of Buyer must be in writing and specifically acknowledged by an officer of Seller. Buyer agrees to process the personal data of Seller only on a need-to-know basis and in accordance with applicable laws and regulations. Seller and Buyer agree that the other Party may use any contact information such as names or addresses provided by the other for purposes reasonably related to the purpose of this order and may store such information in globally-accessible databases.

LIMITATION OF LIABILITY: SELLER'S TOTAL AGGREGATE LIABILITY (ARISING OUT OF OR IN CONNECTION WITH BUT NOT LIMITED TO ANY BREACH OF CONTRACT, NEGLIGENCE, TORT, LIQUIDATED DAMAGES, SPECIFIC PERFORMANCE, TERMINATION, CANCELLATION INCLUDING THE REPAYING OF THE CONTRACT PRICE OR PARTS THEREOF, FUNDAMENTAL BREACH, FAILURE OF ESSENTIAL PURPOSE, BREACH OF WARRANTIES, MISREPRESENTATION, NONPERFORMANCE, NONPAYMENT, OR ANY OTHER) WHETHER BASED IN CONTRACT, IN TORT, IN EQUITY, ON STATUE, AT LAW OR ON ANY OTHER THEORY OF LAW, SHALL NOT EXCEED THE PAID CONTRACT PRICE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THE AGREEMENT MAY BE BROUGHT BY BUYER. NEITHER BUYER NOR SELLER WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER. NO ACTION, REGARDLESS OF FORM,

5 of 7



A DIVISION OF PEMBERTON FABRICATORS INC.

ARISING OUT OF THE TRANSACTIONS OF THE AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

THE BUYER ACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES AVAILABLE TO THE BUYER AT LAW, IN CONTRACT, IN TORT, IN STATUTE OR IN EQUITY OR IN ANY OTHER THEORY OF LAWS.

INSURANCE: Buyer represents that they have a program of insurance which adequately protects their interest, and that of their employees and agents, including damage to plant, property and equipment, personal injury of any kind, directly or indirectly related in any way to the equipment, service, repair or parts supplied by Seller. Accordingly, Buyer waives any claim against Seller for the foregoing, and on behalf of its Insurance Company, any right of subrogation in connection therewith.

TITLE AND RISK OF LOSS. Except as to Software (for which title shall not pass; the use therefore being subject to license as otherwise defined herein), title to equipment shall remain in Seller until fully paid. Notwithstanding delivery terms or payment of transportation charges and expenses, risk of loss or damage passes to Buyer upon delivery to carrier.

U.S. EXPORT CONTROLS: Seller and Buyer agree to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the Export Administration Act of 1979 and the Export Administration Regulations promulgated thereunder, the Arms Export Control Act, the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control, including the requirement for obtaining any Export License or agreement, if applicable. Without limiting the foregoing, Seller and Buyer agree that they will not transfer any export-controlled information, data, or services to each other or another party (including transfer from or to foreign persons employed by, associated with, or under contract to that party or its affiliated companies), without the authority of an Export License, agreement, or applicable exemption or exception.

Business Practice. Buyer and Seller shall comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other applicable anti-corruption laws and regulations. Specifically, Buyer and Seller warrant that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, or authorize to give, any payments, gifts, property, or thing of value, directly or indirectly, to any person, official, employee or representative of any government or agency or instrumentality thereof, or to any employee, agent, or representative of the other Party, for the purpose of securing any business or influencing such person with respect to the terms, conditions, or performance of any contract, including this order. If Buyer breaches the terms of this section, Seller may immediately terminate this order without any liability.

FORCE MAJEURE: If the performance of any part of this contract by Seller is rendered commercially

impracticable by reason of any strike, fire, flood, accident, or any other contingency, the non-occurrence of which was a basic assumption of this contract including war, embargo, government regulation, or any unforeseen shutdown of major supply sources or other like causes beyond the control of Seller such as cannot be circumvented by reasonable diligence and without unusual expense. Seller shall be excused from such performance in whole or in part to the extent that it is prevented and for as long a period of time as these conditions render Seller's performance commercially impractical.

6 of 7



A DIVISION OF PEMBERTON FABRICATORS INC.

LAW: This Agreement shall be governed by the laws of the State of New Jersey USA, with venue exclusively in the US District Court of New Jersey or the New Jersey State Courts in Burlington County, New Jersey. Seller and Buyer specifically accept INCOTERMS 2010 for the purchase of goods and services between the Parties. The Convention for the International Sale of Goods (CISG) is expressly rejected.

SEVERABLE AND INDEPENDENT PROVISION: WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH, FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. ALL SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Payment may be made via Check, Money Order or Bank

Wire:

Wire Info: Account Name = Pemberton Fabricators
PNC Bank ABA #031000053
1600 Market St. Acct #86-13542263
Philadelphia, PA 19103 Swift #PNCCUS33
+215-585-6801 Tele *US Dollar Account

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 207.104.47.251

PO Number
(Optional: Enter PO Number as your reference only.)

Comments

Email myrna.tow@edcgov.us

Address

Printed Name

Signature
"signatures" could include: /John smith/; /js/; /js123/, etc

[Click to Accept](#)

Have Questions?

Not Ready To Accept? Have Questions?

[Submit](#)

(Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Eastern Daylight Time UTC-04:00

This page was created using QuoteValet - The online quote delivery and acceptance vehicle for QuoteWerks.

8/2/2019

Edcgov.us Mail - PO #19001102



Myrna Tow <myrna.tow@edcgov.us>

PO #19001102

Rick Blake <rick.blake@edcgov.us>

Mon, Apr 1, 2019 at 10:21 AM

To: rgibson@seraphinusa.com, Myrna Tow <myrna.tow@edcgov.us>


Hi Rob,

Please process the attached order, if you have any questions, please contact Myrna.

Thank you

--

Rick Blake - Sr. Buyer
2850 Fairlane Court
Placerville, CA 95667
Phone: (530)621-5873
Fax: (530)295-2537
rick.blake@edcgov.us
www.edcgov.us

 **1102.pdf**
5101K



Myrna Tow <myrna.tow@edcgov.us>

RE: PO #19001102

Ron Gibson <rgibson@seraphinusa.com>
To: Myrna Tow <myrna.tow@edcgov.us>

Fri, Jun 21, 2019 at 5:33 AM

So I was not aware that this needed to be delivered by June 30th, the unit is not going to be completed by then. The best we can do is send you an invoice dated before June. The quotation had specified 12-14 weeks after order and we are currently behind slightly. We are doing everything we can to get these units completed. Let me know what you want to do and we can work with you, but just cannot deliver by then.

Sincerely,

Ron Gibson

Sales Director

SERAPHIN®

Division of Pemberton Fabricators Inc.

(609) 267-0922 • www.seraphinusa.com

Address: 30 Indel Ave. Rancocas, NJ 08073

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If you have received this transmission in error, please notify the sender immediately and discard the original message and any attached document(s).

From: Myrna Tow <myrna.tow@edcgov.us>
Sent: Thursday, June 20, 2019 5:23 PM
To: Ron Gibson <rgibson@seraphinusa.com>
Subject: Re: PO #19001102

Hi Ron- I haven't heard from you and we need to have delivery of this by next June 30, Has it shipped?

On Wed, May 15, 2019 at 5:06 AM Ron Gibson <rgibson@seraphinusa.com> wrote:

We are patiently awaiting the tanks and provers from fabrication, still a little early to know the exact date of completion but I will be sure to let you know when it will be completed once I have a clearer picture

Sincerely,

Ron Gibson

Sales Director



Division of Pemberton Fabricators Inc.

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From: Myrna Tow <myrna.tow@edcgov.us>
Sent: Tuesday, May 14, 2019 5:33 PM
To: Ron Gibson <rgibson@seraphinusa.com>
Subject: Re: PO #19001102

Hi there- I was just wondering how our new slip on calibration unit is coming along. Thanks!

On Mon, Apr 1, 2019 at 11:01 AM Ron Gibson <rgibson@seraphinusa.com> wrote:

Received, thank you, we will get started on this as soon as possible

Sincerely,

Ron Gibson

Sales Director



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Address: 30 Indel Ave. Rancocas, NJ 08073

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From: Rick Blake <rick.blake@edcgov.us>
Sent: Monday, April 1, 2019 1:22 PM
To: Ron Gibson <rgibson@seraphinusa.com>; Myrna Tow <myrna.tow@edcgov.us>
Subject: PO #19001102

Hi Rob,

Please process the attached order, if you have any questions, please contact Myrna.

Thank you

--

Rick Blake - Sr. Buyer

2850 Fairlane Court

Placerville, CA 95667

Phone: (530)621-5873

Fax: (530)295-2537

rick.blake@edcgov.us

www.edcgov.us

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--

Myrna Tow
El Dorado County Department of Agriculture,
Weights and Measures
530-621-6647 Fax (530) 626-4756
myrna.tow@edcgov.us

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8/2/2019

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Myrna Tow <myrna.tow@edcgov.us>

RE: PO #19001102

Ron Gibson <rgibson@seraphinusa.com>
To: Myrna Tow <myrna.tow@edcgov.us>

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Sincerely,

Ron Gibson

Sales Director



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Ron Gibson

Sales Director



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To: Ron Gibson <rgibson@seraphinusa.com>; Myrna Tow <myrna.tow@edcgov.us>
Subject: PO #19001102

Hi Rob,

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Thank you

--

Rick Blake - Sr. Buyer
2850 Fairlane Court
Placerville, CA 95667
Phone: (530)621-5873
Fax: (530)295-2537
rick.blake@edcgov.us
www.edcgov.us

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--

Myrna Tow
El Dorado County Department of Agriculture,
Weights and Measures
530-621-6647 Fax (530) 626-4756
myrna.tow@edcgov.us

8/2/2019

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Line 2
PO 19001102

AUDITOR / CONTROLLER'S USE		EL DORADO COUNTY APPROPRIATION TRANSFER (28130 GOV. CODE)		TO BE COMPLETED BY THE DEPARTMENT	
TRANSFER #	TR2019090	2019090	BUDGET TRANSFER REQUEST #1		DOCUMENT TOTAL
DATE	4/11/19		AGRICULTURE		372437.24
CODE BY			DEPARTMENT OR AGENCY NAME		NUMBER OF LINES
					312,948 13
	03/11/2019	Charlene Carveth	45522	<i>Charlene Carveth</i>	TRANSACTION CODE TOTAL*
				19-0280	
					PAGE 1 OF 1

19-0280
 COMPLETE THE INFORMATION BELOW WITH JUSTIFICATION NARRATIVE OR ATTACH A MEMO.
 REMOVE THE GOLD COPY AND SUBMIT COMPLETE REQUEST TO THE AUDITOR / CONTROLLER'S OFFICE.
 A BUDGET TRANSFER MUST BE AT LEAST TWO LINES, NOT EXCEED TWENTY-SIX LINES AND USE AN "ODD AND EVEN" NUMBERED TRANSACTION CODE*
 * 002 = INCREASE ESTIMATED REVENUE * 011 = INCREASE IN APPROPRIATION / BOS APPROVED
 * 003 = DECREASE ESTIMATED REVENUE * 012 = DECREASE IN APPROPRIATION / BOS APPROVED
 GASTXREV

S F X	DC	FENIX ORG	SUB OBJECT NUMBER	PL STRING	AMOUNT	DESCRIPTION (50 CHARACTERS MAX.)
1	C	3100000	0729	31PEST STATE 31CDFA	156,474.00	FY 18/19 BUD TRSR INC REV CDFA UNCLAIMED GAS TAX
2	D	3100000	6040	31WEIGHTS 31EDC 31DEVICE	32,311.00	FY 18/19 SERAPHIN SLIP ON CALIBRATION UNIT INC
3	D	3100000	6040	31PEST STATE 31CDFA	19,966.00	TRIMBLE GPS 7X H-STAR FL NMEA WEHH W/SOFTWARE
4	D	3100000	6040	31PEST STATE 31CDFA	33,192.00	2019 GMC CANYON THOMPSONS
5	D	3100000	6040	31WILD 31EDC 31UCGT	9,500.00	2019 HONDA TRX500FM6
6	D	3100000	6040	31PEST STATE 31CDFA	24,999.00	HYUNDAI 25L-7A 5,000 FORKLIFT
7	D	3100000	7232	31PEST STATE 31CDFA	15,000.00	BUILDING IMPROVEMENTS ACCESS CONTROL
8	D	3100000	4462	31PEST STATE 31CDFA	2,256.00	COMPUTER SCREENS
9	D	3100000	4461	31PEST STATE 31CDFA	7,500.00	OFFICE CHAIRS (15)
10	D	3100000	4460	31PEST STATE 31CDFA	4,000.00	SMALL TOOLS TRUCK BOXES SPRAYERS
11	D	3100000	4020	31PEST STATE 31CDFA	2,000.00	CLOTHING UNIFORM SHIRTS/JACKETS/HATS
12	D	3100000	4264	31PEST STATE 31CDFA	4,250.00	BROCHURES BOOKS AND MANUALS THROUGH UCCE
13	D	3100000	4160	31PEST STATE 31CDFA	1,500.00	ADDITIONAL REPAIRS TO EQUIPMENT

REVIEWED FOR FORMAT BY: *Joe Harn*
 JOE HARN, C.P.A. AUDITOR / CONTROLLER
 DATE: 5/24/19
 CHIEF ADMINISTRATIVE OFFICE - ANALYST, *Janet Zil*
 DATE: 5/2019
 CHIEF ADMINISTRATIVE OFFICE
 APPROVED AND SO ORDERED THAT THE ABOVE TRANSFERS BE MADE (AS REQUESTED OR AMENDED) AND INCORPORATED IN THE MINUTES OF THIS MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO
 SIGNATURE: *Janet Zil* 3/19/19
 DATE: 3/19/19
 SIGNATURE: *Kina Schwanberg*
 ATTEST: CLERK, BOARD OF SUPERVISORS

EL DORADO COUNTY BUDGET TRANSFER 1.X
 DISTRIBUTION: WHITE - BOS / YELLOW - AUDITOR / PINK - CHIEF ADMINISTRATIVE OFFICE / GOLD - DEPARTMENT
 AUDITOR-CONTROLLER
 MAY 11 12 PM '19

050 MAY 24 '19 AM 7:49