



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**



A DIVISION OF PEMBERTON FABRICATORS INC.  
PO BOX 828477, PHILADELPHIA, PA 19182-8477  
t. 609-267-0922 f. 609-261-2546

**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

**QUOTE**

Number PEMQ1407

Date Mar 11, 2019

All Checks Should be Made Payable to Pemberton Fabricators Inc.

**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

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**

<b>CONSTRUCTION</b>	BUILT TO N.I.S.T. HANDBOOK 105-3 STANDARDS AND API MANUAL OF PETROLEUM MEASUREMENT STANDARDS CHAPTER 4
<b>CALIBRATION</b>	FACTORY CERTIFIED USING STANDARDS TRACEABLE TO NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
<b>NOMINAL CAPACITY</b>	5 GALLON - CALIBRATED "TO DELIVER" AT 60 DEG F
<b>MATERIAL</b>	TYPE 304 STAINLESS STEEL
<b>DRAIN VALVE</b>	CENTER DRAIN, 2 INCH BUTTERFLY VALVE
<b>DESIGN</b>	REINFORCING BANDS TO PREVENT DISTORTION OF PROVER WHEN FULL WITH LIQUID AND WHEN BEING TRANSPORTED.
<b>LEVEL</b>	1 TYPE LEVEL--ENABLES OPERATOR TO ENSURE PROVER IS LEVEL PRIOR TO TESTING.
<b>SCALE RESOLUTION</b>	0.5 CUBIC INCHES
<b>REQUIRED SCALE RANGE</b>	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
<b>VENT</b>	1 INCH VENT LINE (SHOULD BE USED WITH 1 INCH VAPOR HOSE)
<b>EVAPORATION CONTROL</b>	CAP WITH CHAIN ON A SEALED NECK WITH FLAPPER AND BOOT TO PREVENT EVAPORATION AND RETAIN SATURATED AIR DURING THE DRAIN CYCLE
<b>TEMPERATURE MEASUREMENT</b>	(1) STAINLESS STEEL THERMOMETER WELL LOCATED SO THAT THE CLOSED END IS AT THE APPROXIMATE CENTER OF THE PROVER.
<b>DRAIN SIGHT GLASS</b>	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.

COUNTY OF EL DORADO, CA

PEMQ1407 Mar 11, 2019

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
	<b>LEVELING METHOD</b>	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	
	<b>LOCKING DEVICE</b>	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.)	
	<b>WRENCH</b>	(1) WRENCH TO HELP REMOVE THE PROVERS FROM HOLDING TANKS.	
	<b>HOLDING TANKS</b>		
	<b>HOLDING TANKS (3)</b>	80 GALLON STAINLESS STEEL STORAGE TANKS, ONE FOR EACH PROVER (TANKS ARE SLOPED AND CREASED TO PROVIDE COMPLETE DRAIN).	
	<b>HARDWARE</b>	ALL HARDWARE TO BE STAINLESS STEEL	
	<b>LIQUID LEVEL INDICATOR</b>	GIVES OPERATOR APPROXIMATE LIQUID LEVEL IN EACH HOLDING TANK	
	<b>TANK DRAIN LINES</b>	2" STAINLESS STEEL PIPE DRAIN LINES CONNECTED INDIVIDUALLY TO EACH HOLDING TANK. QUICK CONNECT MALE COUPLING WITH CAP AND CHAIN.	
	<b>TANK DRAIN VALVES</b>	2" BUTTERFLY VALVES (ALUMINUM HOUSING).	
	<b>DRAIN HOSES</b>	(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	
	<b>DRAIN HOSE TUBES</b>	(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.)	
	<b>SEALS AND ELASTOMERS</b>	ALL TANK AND VALVE GASKETS ARE VITON, BALL JOINTS HAVE INTERNAL TEFLON SEALING BUSHINGS	
	<b>GROUNDING REEL</b>	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	
	<b>MISC. ACCESSORIES</b>	(1) 5/8" 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	<b>OPERATOR STEP:</b>	GROUND STORAGE TANKS) ALUMINUM GRIP STRUT STEP (REMOVABLE)--ENABLES OPERATOR TO COMFORTABLY AND SAFELY REACH TOP NECK OF PROVER WHEN TESTING.	<b>\$19,265.00</b>
1.00	<b>50 GALLON PROVER</b>		<b>\$8,597.00</b>
	<b>50 GALLON PROVER</b>		
	<b>SIDE STEP PLATFORM AND RAILING</b>	ADDED STEP AND RAILINGS FOR SAFETY FOR CALIBRATING LARGE UNIT	
	<b>CONSTRUCTION</b>	BUILT TO N.J.S.T. HANDBOOK 105-3 STANDARDS, OIML R-120 AND API MANUAL OF PETROLEUM MEASUREMENT STANDARDS CHAPTER 4	
	<b>CALIBRATION</b>	FACTORY CERTIFIED USING STANDARDS TRACEABLE TO NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY	
	<b>NOMINAL CAPACITY</b>	50 GALLON - CALIBRATED "TO DELIVER" AT 60 DEG F	
	<b>NOMINAL DIAMETER</b>	36 INCHES	
	<b>NOMINAL HEIGHT</b>	51 INCHES	
	<b>PROVER WEIGHT (DRY)</b>	190 LBS.	
	<b>APPROXIMATE SHIPPING</b>	42" W X 42" L X 57" H      320 LBS CRATED	
	<b>MATERIAL</b>	TYPE 304 STAINLESS STEEL	
	<b>DRAIN VALVE</b>	CENTER DRAIN, 2 INCH BUTTERFLY VALVE	
	<b>DESIGN</b>	REINFORCING BANDS TO PREVENT DISTORTION OF PROVER WHEN FULL WITH LIQUID AND WHEN BEING TRANSPORTED.	
	<b>TEMPERATURE MEASUREMENT</b>	(1) STAINLESS STEEL THERMOMETER WELL LOCATED SO THAT THE CLOSED END IS AT THE APPROXIMATE CENTER OF THE PROVER.	
	<b>LEVEL INDICATION</b>	(2) SPIRIT LEVELS	
	<b>VOLUME INDICATION</b>	ALUMINUM GRADUATED SCALE	
	<b>SCALE RESOLUTION</b>	2 CUBIC INCHES	
	<b>REQUIRED SCALE RANGE</b>	± 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	
	<b>TOLERANCE</b>	0.02% SCALE ACCURACY	
	<b>DATA PLATE</b>	ENGRAVED BRASS	

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A DIVISION OF PEMBERTON FABRICATORS INC.

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COUNTY OF EL DORADO, CA

PEMQ1407 Mar 11, 2019

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
	<b>GAUGE GLASS FITTING</b>	STAINLESS STEEL	
	<b>LIFTING LOOPS</b>	(2) LIFTING LOOP ATTACHED TO TOP BAND OF PROVER	
	<b>SIGHT FLOW INDICATOR</b>	FOR OBSERVING FLUID FLOW DOWNSTREAM OF THE SHUT-OFF VALVE.	
	<b>FILL</b>	STAINLESS STEEL "TOP LOADING-SUBMERGED FILL" PIPE PASSES THROUGH THE UPPER CONE AND EXTENDS TO THE BOTTOM CONE, REDUCING FOAMING WHILE FILLING.	
	<b>NECK COVER</b>	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.	
	<b>CRANK LEGS</b>	(3) ADJUSTABLE BOLT DOWN LEGS FOR LEVELING PROVER. ADJUSTMENTS ARE MADE BY CRANK HANDLES ON EACH LEG	



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

**DELIVERY 12-14 WEEKS AFTER RECEIPT OF DEPOSIT**

**INTERNATIONAL FREIGHT QUOTES THAT ARE OLDER THAN 30 DAYS NEED TO BE REQUOTED 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.

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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 STATUTE, 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,

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**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.

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**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:**

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

## 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*

## Have Questions?

### Not Ready To Accept? Have Questions?

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

**No questions posted yet.**

*Time expressed in Eastern Daylight Time UTC-04:00*

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30 Indel Avenue, P.O. Box 227, Rancocas, NJ 08073-0227  
Phone: 800-573-6322 Fax: 800-373-6322

**SERAPHIN<sup>®</sup> TEST**  
**MEASURE**

30 Indel Avenue, PO Box 227, Rancocas, NJ 08073  
609-267-0922 Fax: 609-261-2546 e-mail:  
[sales@seraphinusa.com](mailto:sales@seraphinusa.com)

February 21, 2019  
County Of El Dorado Department Of Weight and Measures  
311 Fair Ln  
Placerville, CA 95667

Attn: Myrna Tow  
Attn: [myrna.tow@edcgov.us](mailto:myrna.tow@edcgov.us) Phone: (530) 621-6647

Re: Sole Provider of VEP Slip On Calibration Units and Parts

Dear Myrna

SERAPHIN<sup>®</sup> TEST MEASURE is a manufacturer of test measures, provers, undercover systems, concealment units, weight cart fuel tanks, and mobile calibration equipment. SERAPHIN<sup>®</sup> Test Measure., a Division of Pemberton Fabricators, Inc. is the only company internationally, which manufactures and repairs a complete line of all these products in English and Metric Units of measure. Furthermore we are the only company able to sell a VEP Slip in Calibration unit per our US Patent Number 9,228,880 B2

SERAPHIN<sup>®</sup> makes complete turn-key proving systems built to the specifications and tolerances outlined in the **National Institute of Standards and Technology (NIST) Handbooks 105-3, 105-4, 105-8 and ASME Section IX Pressure Vessel Code** and has its volumetric provers and test measures calibrated by standards traceable to NIST. Calibration accuracy is the vital characteristic of a prover – and Seraphin is the only company that can ensure both the correct method of manufacture and calibrate the provers in house.

SERAPHIN<sup>®</sup> does not sell provers or calibration systems through distributors. All capital equipment is sold direct through Pemberton Fabricators Inc. with all Purchase Orders made out to Pemberton Fabricators Inc. Furthermore, our concealment units and undercover systems are sold only to authorized government agencies.

Sincerely,

Ron Gibson  
Sales Director  
[rgibson@seraphinusa.com](mailto:rgibson@seraphinusa.com)

**A DIVISION OF PEMBERTON FABRICATORS, INC.**  
[www.seraphinusa.com](http://www.seraphinusa.com)



CSDS Sacramento  
4733 Auburn Blvd.  
Sacramento CA 95841  
916-344-0232  
916-344-2998 fax

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6701 Sierra Court Ste. E  
Dublin CA 94568  
925-960-0323  
925-556-0150 fax

CSDS Fresno  
4753 W. Jennifer Ave  
Fresno CA 93722  
559-275-0513  
559-275-0518 fax

CSDS San Diego  
501 W. Broadway St. A  
San Diego, CA 92101  
619-534-1118  
310-836-2758 fax

CSDS Los Angeles  
10401 Venice Blvd., Ste 106-344  
Los Angeles, CA 90034  
310-836-1501  
310-836-2758 fax

## Trimble GPS Quote

Quoted By Scott Herbert, Quote ID: 82701

### Billing Information

Account #:  
Company : Counties of El Dorado and Alpine  
Address: 311 Fair Lane  
City: Placerville  
State: CA Zip: 95667

Phone: 530-621-7403  
Attn: LeeAnne Mila  
Payment Type:

### Shipping Information

Account #:  
Company : Counties of El Dorado and Alpine  
Address: 311 Fair Lane  
City: Placerville  
State: CA Zip: 95667

Email: [leeanne.mila@edcgov.us](mailto:leeanne.mila@edcgov.us)  
Attn: LeeAnne Mila  
Phone: 530-621-7403  
Ship Via:  
Delivery Instructions: Hand Delivered by Salesman

Item	Part Number	Description	Price	Disc	Qty	Total
1	88180-04	GEO 7X H-STAR FL NMEA-WEHH 6.5 (10cm, no laser)	\$8,195.00	\$7,375.00	2	\$14,750.00
2	47289-77	4 Year HW Warranty Extension for Geo Series/Pro series/Yuma Series	\$855.00	\$769.00	2	\$1,538.00
3	34191-95	GPS Pathfinder Office Software Update (SN: 032494-00300)	\$850.00	\$765.00	1	\$765.00
4	45955-VG	TerraSync Professional software	\$1,295.00	\$1,165.00	1	\$1,165.00
5	45955-95	TerraSync Professional field software update (SN: 522718-00110)	\$590.00	\$531.00	1	\$531.00
6	CSDTSYR	1yr tech support from dedicated, in state, tech support staff	\$495.00	\$0.00	1	\$0.00

#### Notes: Please Ship Complete

Shipping Not Included Unless Quoted

All returns and exchanges must be made within 30 days of invoice. All returns subject to a 25% restocking fee. No cancellations, refunds, or exchanges on Special Order (including all GPS/GIS/Surveying Instruments and/or Software).

Non Taxable Subtotal	\$3,999.00
Taxable Subtotal	\$14,750.00
Tax Rate	8.250%
Tax	\$1,216.88
Trade In Discount	
Freight	\$0.00
Total	\$19,965.88

#### ORDERING INSTRUCTIONS:

Please make order out to CSDS Inc. 4733 Auburn Blvd. Sacramento, CA 95841  
CSDS Tax ID# 68-0106845  
Point of Contact: Scott Herbert, Ph# (916) 317-1752  
Please email all Purchase Orders to Scott Herbert (there is no need to send a hard copy in the mail):  
Phone# (916) 317-1752 email: [scotth@cadsinc.com](mailto:scotth@cadsinc.com)

x

Customer Acceptance

Signature Required for Special Order Item purchases  
#

Scott Herbert #194  
[scotth@cadsinc.com](mailto:scotth@cadsinc.com)  
916-317-1752

Quotation valid for 30 days

Date: 2/20/2019



CALIFORNIA SURVEYING  
& DRAFTING SUPPLY

February 1st, 2018

To Whom It May Concern:

This letter is to confirm that Trimble Navigation Limited has appointed California Survey and Drafting Supply as an authorized distributor & service provider of Trimble's Land Surveying and Mapping & GIS products in the state of California, and are the exclusive Mapping & GIS distributor in Northern California (north of Kern County). This authorization is subject to the terms and conditions of a reseller agreement between Trimble and California Surveying & Drafting Supply.

Please don't hesitate to call or e-mail me if you have any additional questions: (916) 344-0232 or [tom@csdsinc.com](mailto:tom@csdsinc.com)

Sincerely,

Tom Cardenas, President



Myrna Tow <[myrna.tow@edcgov.us](mailto:myrna.tow@edcgov.us)>

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**Fwd: 2019 Summit White Canyon from Thompsons GMC in Placerville**

Ed Cerepak <[edcerekap@aol.com](mailto:edcerekap@aol.com)>  
To: Myrna Tow <[MYRNA.TOW@edcgov.us](mailto:MYRNA.TOW@edcgov.us)>  
Cc: Myrna Tow <[MYRNA.TOW@edcgov.us](mailto:MYRNA.TOW@edcgov.us)>

Tue, Mar 5, 2019 at 5:59 PM

Sent from my iPhone

Begin forwarded message:

**From:** Ed Cerepak <[edcerekap@aol.com](mailto:edcerekap@aol.com)>  
**Date:** March 5, 2019 at 2:50:17 PM PST  
**To:** [Myrna.tow@edcgov.us](mailto:Myrna.tow@edcgov.us)  
**Subject:** 2019 Summit White Canyon from Thompsons GMC in Placerville



Sales: 530-903-4570 | Service: 530-903-4568  
www.thompsonsbuickgmc.com

Date/Time: 3/5/2019 2:43:18 PM

Buyer: Myrna Tow

Address: 1380 Carson Rd  
Placerville, CA 95667

Salesperson: Ed Cerepak

MSRP or Retail Price	33,830.00
Selling Price	31,830.00
California DMV Fees	642.65
Documentation Fee	85.00
Accessories	0.00
Service Contract	0.00
Gap	0.00
Total Taxes	2,632.99
Total Price	35,190.64
Trade Allowance	0.00
Trade Payoff	0.00
Rebate	2,000.00
Cash Down Payment	0.00
<del>Amount Financed</del>	33,190.64

TOTAL OUT THE DOOR

X  
Customer Signature

X  
Manager Signature

Date

Date

Subject to Final Bank Approval

Ed Cerepak  
Thompsons GMC  
55 Placerville Dr  
Placerville, Ca 95667

**Roseville Honda Motorsports**  
 360 N. Sunrise Ave., Ste. 150  
 Roseville CA 95661  
 Phone: 916 784 6632 Fax: 916-787-0235

**BILL OF SALE**

Name(s):

Deal No.:

Address:

Date: 03/08/2019

Salesman: COLBY FAISST

Phone:

Stock #	N/U	Year	Make	Model	VIN #	Odom	Color	Amount
705497	N	2019	HONDA	TRX500FM6	1HFTE4534K4400122	0	GREEN	\$8,383.00

Lienholder: NONE

Trade Information

Year	Make	Model	VIN #	Odom	Color	Allowance
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Lienholder:

**Accessories**

Qty	Description	Price	Ext Price
	Labor		\$0.00
	Accessories/Labor		\$0.00

**Purchase Agreement**

Total Unit Price	\$8,383.00
Freight	\$0.00
Handling	\$0.00
Accessories/Labor	\$0.00
Documentation Fee	\$0.00
<b>Subtotal</b>	<b>\$8,383.00</b>
Tax	\$691.60
Less Trade Allowance	\$0.00
License/Reg Fees	\$0.00
Tire Fee	\$7.00
Title	\$0.00
Service Contract	\$0.00
Property / Liability	\$0.00
MVSC Electronic Fee	\$0.00
Western Svc Contract	\$0.00
GAP	\$0.00
First Service Labor	\$0.00
Plus Trade Payoff	\$0.00
<b>Total</b>	<b>\$9,081.60</b>
Down Payment	\$0.00
Rebate	\$0.00
<b>Final Balance</b>	<b>\$9,081.60</b>

CALIFORNIA LAW DOES NOT PROVIDE FOR A (COOLING OFF) PERIOD OR OTHER CANCELLATION PERIOD FOR VEHICLE SALES.

X \_\_\_\_\_  
Salesman

Customers  
X \_\_\_\_\_  
X \_\_\_\_\_



Published On: Aug 16, 2018

Printed On: Feb 14, 2019

## 2019 Honda Pioneer 500 Specifications

Aug 16, 2018

	SPECIFICATIONS
<b>ENGINE</b>	
Type	475cc liquid-cooled OHV longitudinally mounted single-cylinder four-stroke
Valve Train	OHC; two valves per cylinder
Bore and Stroke	92.0mm x 71.5mm
Compression Ratio	9.5:1
Induction	Fuel injection (PGM-FI), 36mm throttle body
Ignition	Full-transistorized
Starter	Electric
Driveline	Direct front and rear driveshafts
Transmission	Automatic five speed + reverse
Clutch	Automatic
<b>SUSPENSION</b>	
Front	Independent double wishbone; 5.9 in. travel
Rear	Independent double wishbone; 5.9 in. travel
<b>BRAKES</b>	
Front	Dual hydraulic 200mm discs
Rear	Single hydraulic 170mm disc
<b>TIRES</b>	

## EQUIPMENT PROPOSAL

Attn: Myrna Tow  
El Dorado County Agriculture D  
311 Fair Lane  
Placerville, CA 95667

Quote Number: JM 00178  
3/8/2019

**PROPOSED BY:**  
Jon McKown

## STANDARD FEATURES AND CONFIGURED OPTIONS

**Quantity: (1) Hyundai 25L-7A 5,000 lb. Capacity - Hyundai Engine, IC Pneumatic Tire Forklift**

### Standard Features

#### Engine:

Hyundai L4KB 2.4 L engine: 59hp @ 2,300rpm  
EPA / CARB Tier IV Final Compliant

#### Powertrain:

Single speed transmission  
Wet disk brakes  
Pneumatic Drive Tires and Steer Tires

#### Hydraulic system:

Power steering  
3rd spool valve and lever  
Levers on bonnet  
Adjustable steering handle angle

#### Electrical system:

Instrument panel  
Back up alarm  
OPSS  
Front lights  
Rear combination lights  
Rear handle with horn switch (N/A with Cab)

#### OHG and Others:

85" height OHG  
Rear view mirror  
Grammar full suspension seat  
Swing out LP tank bracket





**Configured Options**

Category	Detail
Mast	3 Stage Full Free LH 185" FL 39" OALH 86" Tilt 6°F / 6°B
Sideshifter	Cascade Sideshifter
Carriage	43.4" Carriage with Backrest
Forks	41.3" x 1.8" x 3.9"
Hydraulic Hosing	Internal Hosing for 3rd Valve
Hydraulic Control Valve	3rd Spool Valve with Lever
Tires	Single Solid Drive and Steer Tires
LP Tank Bracket	Fixed
Warning Device Light	LED Strobe - Amber
Warranty	36 Months / 4,000 hours Standard Warranty

**ADDITIONAL ITEMS OR ACCESSORIES INCLUDED**

**Other Equipment & Accessories**

LPG Tank

**TOTAL INVESTMENT**

**Total Sale Price per Each Unit Delivered (not including applicable tax):** \$ 23,094.00

**Quantity (1) Total Price :** \$ 23,094.00

**Proposal Authorization:**

Signed and accepted on behalf of:  
El Dorado County Agriculture D

Signed and accepted on behalf of:  
Pacific Material Handling Solutions

8.25 1,905.26  
24,999.26

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Jon McKown  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO Number

## TERMS AND CONDITIONS

### ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN HAYWARD, CALIFORNIA OR IN A BRANCH OFFICE LOCATED WITHIN THE STATES OF CALIFORNIA, OREGON AND WASHINGTON. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN ALAMEDA COUNTY, CALIFORNIA.

### REQUIRED DEPOSIT

A 25% DEPOSIT MUST ACCOMPANY ALL NON-STOCKING ATTACHMENT AND ALLIED ORDERS.

### DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

### CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER

### DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT SELLER DOES NOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED.

### WARRANTIES

THE SELLERS LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

### PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

### CONFIDENTIAL INFORMATION

THIS PROPOSAL AS WELL AS ALL INFORMATION THEREIN, INCLUDING PRINTS, BROCHURES, ETC., ARE CONFIDENTIAL AND INTENDED ONLY FOR THE PURCHASER'S USE AND ARE NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE SELLER.

### TERMS OF SALE

UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. SHIPPING POINT, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES ARE SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN HAYWARD, ALAMEDA COUNTY, CALIFORNIA. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER

(2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASER THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY.

GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OR OTHER COMMUNICATIONS.

INITIAL \_\_\_\_\_