



Contract Number

25-459

SAP Number

Department of Agriculture/Weights & Measures

Department Contract Representative	Brady Gergovich
Telephone Number	909-387-2115
Contractor	Seraphin, a division of Pemberton Fabricators, Inc.
Contractor Representative	Ronald Gibson
Telephone Number	609-267-0922 Ext. 116
Contract Term	N/A
Original Contract Amount	\$35,075.56
Amendment Amount	N/A
Total Contract Amount	\$35,075.56
Cost Center	6113101000

Briefly describe the general nature of the contract:

Approve Quote No. PEMQ 5379, including non-standard terms, with Seraphin, a division of Pemberton Fabricators, Inc., for the purchase of one Slip-On Calibration Unit used for testing the accuracy of gasoline and diesel dispensers, for a total cost of \$35,075.56.

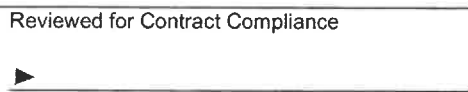
FOR COUNTY USE ONLY

Approved as to Legal Form


Brett Davison, County Counsel

Date 6/9/25

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Date



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 SAN BERNARDINO

777 E RIALTO AVE
WEIGHTS AND MEASURES

SAN BERNARDINO, CA 92415-0720

Phone 909-387-2105

Fax 909-387-2449

QUOTE

Number PEMQ5379

Date May 15, 2025

All Checks Should be Made Payable to Pemberton Fabricators Inc.

Your Sales Rep



Ronald Gibson

609-267-0922 ext 116

rgibson@seraphinusa.com

SS SLIP-ON TESTING UNIT-240 GALLON

COUNTY OF SAN BERNARDINO

PEMQ5379 May 15, 2025

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	T TYPE LEVEL—ENABLES OPERATOR TO ENSURE PROVER IS LEVEL PRIOR TO TESTING.
SCALE RESOLUTION	0.5 CUBIC INCHES
REQUIRED SCALE RANGE	±15 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.

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
	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.	
	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 STABIUZE 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 CREASED 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) S/S SPANNER WRENCH, (FOR TIGHTENING OR LOOSENING THE BALL JOINTS) (1) 18" ALUMINUM DROP TUBE, (TO ALLOW DRAIN HOSES TO EASILY FIT INTO BELOW GROUND STORAGE TANKS)	
1.00	OPERATOR STEP:	ALUMINUM GRIP STRUT STEP (REMOVABLE)--ENABLES OPERATOR TO COMFORTABLY AND SAFELY REACH TOP NECK OF PROVER WHEN TESTING.	\$29,035.00

QTY

PART NUMBER

DESCRIPTION

UNIT PRICE

This document contains a specification based on historical builds and engineering data. If an approval drawing is required then that drawing will supercede any specification listed above.



SHIPPING AMOUNT: \$3,500.00
 TAX AMOUNT: \$2,540.56
 UNIT AMOUNT: \$29,035.00
 GRAND TOTAL: \$35,075.56

DELIVERY 8-10 WEEKS AFTER ORDER

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
 PLEASE NOTE THAT THE QUOTED FREIGHT PRICE BY PEMBERTON FABRICATORS INC. IS RECEIVED FROM AN AUTHORIZED FREIGHT FORWARDER WHOSE
 QUOTATION IS GOOD FOR 30 DAYS.
 THE ACTUAL CHARGES AT TIME OF SHIPMENT MAY DIFFER.
 THE DIFFERENCE IN FREIGHT CHARGES THAT MAY ACCRUE WILL BE FOR THE ACCOUNT OF THE CONSIGNEE

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***

JUN 18 2025

Approval Signature

Date

Dawn Rowe, Chair, Board of Supervisors
 Printed Name

ALL CHECKS SHOULD BE MADE PAYABLE TO PEMBERTON FABRICATORS INC.
 ANY ORDER PLACED WILL NEED TO BE REQUESTED IF DEPOSIT HAS NOT BEEN MADE
 WITHIN A PERIOD OF 2 MONTHS OF FIRST INVOICE

SIGNED AND CERTIFIED THAT A COPY OF
 THIS DOCUMENT HAS BEEN DELIVERED
 TO THE CHAIRMAN OF THE BOARD
 LYNNA MONELL
 Clerk of the Board of Supervisors
 of San Bernardino County
 By _____ Deputy





PEMBERTON FABRICATORS, INC. (SELLER) INCLUDING THE DIVISIONS OF AMERIND, SERAPHIN TEST MEASURE, AND APEX STEAM TECHNOLOGIES - TERMS AND CONDITIONS OF SALE - (Pemberton Fabricators TC Rev 03-14-25)

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.

PRICING: In the event of a material change in applicable import or export tariffs impacting the cost of the equipment provided under this Agreement, Seller may adjust the contract price of the equipment to reflect such cost fluctuations, with supporting documentation demonstrating the direct impact of the tariff change.

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 conform to the description in the quotation. Pemberton Fabricators including the Divisions of Amerind and Seraphin Test Measure: In the event that any part or parts fabricated by Pemberton Fabricators excepting expendable items fail due to defects in material or workmanship within the first twelve (12) months of startup of the equipment or (18) months after shipment, whichever occurs first, Seller shall at its option, repair or replace EXW (Ex works), such defective part or parts. Division of Apex Steam Technologies: In the event that any part or parts, excepting expendable items fail due to defects in material or workmanship within the first twelve (12) months or eighteen (18) months after shipment, whichever occurs first, or in the instance of the boiler component within the first (60) months after shipment, 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.

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,





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.

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.

