

**RESOLUTION 2026-05-03**

**Authorizing the Rehabilitation of the Deep Woods Pumping Station Under the North Jersey Wastewater Cooperative Purchasing Group**

**WHEREAS**, the EATONTOWN SEWERAGE AUTHORITY, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under a Cooperative Purchasing Program; and

**WHEREAS**, the EATONTOWN SEWERAGE AUTHORITY, has the need on a timely basis to rehabilitate the Deep Woods Pumping Station utilizing the North Jersey Wastewater Cooperative Purchasing Group; and

**WHEREAS**, the EATONTOWN SEWERAGE AUTHORITY is a member of the North Jersey Wastewater Cooperative Purchasing Group; and

**WHEREAS**, PSI Process (Pumping Services Inc.) has provided Quote # SQ47606 (attached); and

**WHEREAS**, the PSI Process (Pumping Services Inc.) under the North Jersey Wastewater Cooperative Purchasing Group can supply the equipment and labor under Contracts B445-19 and B454-8 respectively; and

**WHEREAS**, the EATONTOWN SEWERAGE AUTHORITY, intends to enter into a contract for the rehabilitation of the Deep Woods Pumping Station with PSI Process (Pumping Services Inc.) in the amount of \$295,703.06 which shall be subject to all the conditions applicable to the current State contracts; and

**WHEREAS**, in accordance with NJAC 5:30-5.4(a)(3), the EATONTOWN SEWERAGE AUTHORITY certifies the availability of funds in the 2026 Bond Proceeds, to cover the maximum dollar value of the pending contract as set forth in the Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, that the EATONTOWN SEWERAGE AUTHORITY authorizes the Agreement with PSI Process (Pumping Services Inc.) pursuant to the terms and conditions of the North Jersey Wastewater Cooperative Purchasing Group.

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

**RECORDED VOTE**

<b>ROLL CALL</b>	<b>Moved</b>	<b>Seconded</b>	<b>Affirmative</b>	<b>Negative</b>	<b>Abstain</b>	<b>Absent</b>
<b>Ken East</b>	X		X			
<b>Greg Seitz</b>			X			
<b>John Sciarappa</b>		X	X			
<b>William Diedrichsen</b>			X			
<b>Juan Vazquez</b>			X			

The foregoing is a true copy of a resolution adopted by the governing body of the Eatontown Sewerage Authority on May 12, 2026.

*Robert A. Villée*

**ROBERT A. VILLEE, Executive Director**

**DATE: May 12, 2026**



Pumping Services, Inc.  
201 Lincoln Blvd.  
Middlesex, NJ 08846  
(732) 469-4540  
www.psiprocess.com

<b>TO:</b> Chris Muccie	<b>FROM:</b> Justin Hoffman
<b>Company:</b> Eatontown Sewerage Authority	<b>Date:</b> 05/08/2026
<b>Fax #:</b> justin.hoffman@psiprocess.com	
<b>RE:</b> QUOTE SQ47606	

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**Service Quotation**

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Electrical Contractor Bus. Permit #34EB01825300

Employee Owned

Quote #	SQ47606
Quote Date	03/20/26
Date Printed	05/08/26
Page	1 of 5

**BILL TO**

003326  
Eatontown Sewerage Authority  
47 Broad St.  
Eatontown, NJ 07724

**SHIP TO**

Eatontown Sewerage Authority  
Deep Woods PS - Nottingham Driv  
\*Across the street from 78 Nott  
Eatontown, NJ 07724

CONTACT <b>Chris Muccie</b>	PAYMENT TERMS Net 30 Days Pending Approval	JOB #	INSTRUCTIONS PSI-026122
WRITTEN BY Justin Hoffman	FREIGHT TERMS FREIGHT INCLUDED	SHIP VIA OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
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-----> Description Of Service Job A <-----

Delivery of the following equipment listed below.

-----> Solution Of Service Job A <-----

Pumping Services will furnish and deliver the following equipment. These charges are for the sale and distribution of this equipment only and are entirely independent of any charges for installation, other services or miscellaneous materials that may follow.

Equipment has been priced in accordance with contract # B445-19

<b>30850700038</b>	2	13065.6000	EA	26,131.20
3" SUB TRASH PUMP 3HP NP 462 230V 3PH 50' FM FLS FV MODEL NP3085, IMPELLER CODE 462, VOLTAGE 230, PHASE 3, DISCHARGE 3", 3 HP, 50' OF CABLE, FLA 8.7, DRILLED FOR MIX FLUSH VALVE, WITH FLS, FACTORY MUTUAL EXPLOSION PROOF. FLYGT PRODUCT NUMBER: 0030850700038				
<b>CONTROL</b>	1	42500.0000	EA	42,500.00
Primex- VPAC LSC w/ 2 Float Ba 12201713-N4X-3P (3~ 240V) -Nema 4X Rated Enclosure with Inner door -Incoming Power Distribution Block -Phase/Voltage Monitor with input fusing -Pump Breakers and IEC Rated Motor Starters -Control Transformer with fusing and control breaker -Custome VPAC 6 LSC Transducer Controller -2 Float back-up via Primex DPC-4F Controller -IS barriers for Transducer and Float connections -Each Pump Provided with a HOA Switch, Run Light, Fail Light, and ETM -Each Pump Provided with a Motor Protection Relay - Mini-CAS or other -Back-up Active Light and Pushbutton Reset -Common Alarm Flashing Beacon -Alarm Horn with Silence Button and Alarm Test Button -Dry Alarm Contacts: Phase Fail, High Level, Low Level, Pump 1 Failure, Pump 2 Failure, Back-up Active -Engraved Nameplates -UL698 Label -Self Laminating Wire Numbers -Terminal Blocks and Ground Lugs as required				
<b>1400000407129</b>	2	1052.4000	EA	2,104.80

**Continued...**



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Quote Date	03/20/26
Date Printed	05/08/26
Page	2 of 5

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MINI-CAS II - FUS 120V or 24V AC				
<b>1038899</b> HIGH GAIN ANTENNA 40' CABLE KI PUMP WATCH or ICONTROL (1) HIGH GAIN ANTENNA (1) 40 FOOT LMR CABLE WITH END CONNECTORS (1) SMA JUMPER CABLE BULK HEAD FITTING N-TYPE TO SMA NOTE: IF YOU NEED LIGHTNING PROTECTION ALSO PICK PART # 1053788	1	1611.0000	EA	1,611.00
<b>1053788</b> SURGE SUPPRESSOR FOR CELL ANTENNA CABLE N-F TO SMA-F	1	729.0000	EA	729.00
<b>ICONTROL-ADDER-ENCLOSURE</b> ICONTROL ADDER W/ ENCLOSURE	1	5700.0000	EA	5,700.00
<b>1400000699480</b> TEST FAL 2.2 PLOTTED 3045-3127 FAL 15-900006	2	373.2000	EA	746.40
<b>6136804</b> UPPER GUIDE BAR BRACKET 2" SS 316	2	440.4000	EA	880.80
<b>1400000584240</b> INTERMEDIATE GUIDE BAR BRACKET 2" X 4" 304SS FOR C/DI PIPE	2	682.8000	EA	1,365.60
<b>5401305</b> DISCHARGE BASE ELBOW CP/NP 4"	2	1825.2000	EA	3,650.40
<b>*PART</b> ABB 6" Flowmeter w/ Remote Dis FEW325150H1S4A1B1A1A4P3B3A1-JB	1	6400.0000	EA	6,400.00
<b>1053954</b> KWIKSWITCH FLOAT N.O. 25 FT CA FLOAT ONLY	2	87.0800	EA	174.16
<b>1053974</b> KWIKSWITCH 4-PORT MANIFOLD 50' FLOATS NOT INCLUDED	1	239.2460	EA	239.25
<b>1054136</b> KWIKSWITCH SEALING PLUG FOR UNUSED PORTS	3	19.9200	EA	59.76
<b>*PART</b> Pressure Transmitters	2	4000.0000	EA	8,000.00

-----> Description Of Service Job B <-----

Install Equipment

-----> Solution Of Service Job B <-----

Non CO-OP Parts

**Service Amount**

**55,642.41**

**Continued...**



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<b>Quote Date</b>	03/20/26
<b>Date Printed</b>	05/08/26
<b>Page</b>	3 of 5

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
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-----> Description Of Service Job C <-----

Install Labor Per Cooperative Contract

-----> Solution Of Service Job C <-----

**Project Overview**

Pumping Services Inc. proposes to furnish labor, equipment, and materials necessary to remove existing equipment and install new pumping station components as outlined below. All work will be performed in accordance with standard industry practices and applicable regulations.

**Bypass Requirements**

Bypassing of the station will be required for the duration of this project. Providing and maintaining the bypass system will be the responsibility of the customer and is not included in this proposal. Pumping Services Inc. can provide bypass equipment and installation services if requested by the customer. This service can be quoted separately upon request.

**Removal of Existing Equipment**

Pumping Services Inc. will remove and properly dispose of the following existing equipment and components:

- " Existing control panel
- " Pumps
- " Wet well plumbing
- " Trash basket
- " Valves located in the valve chamber
- " Light post
- " Existing blower

**Installation of New Equipment**

Pumping Services Inc. and its subcontractor will install the following equipment and components:

- " New control panel equipped with iControl system for alarm notifications and SCADA integration
- " New base elbows and ductile iron piping installed in the wet well
- " New stainless steel guide rails with upper guide brackets
- " New level transducer with backup float system
- " New conduits installed from the control panel to the wet well for pump and level sensor wiring
- " New conduit installed to the valve chamber for the flowmeter
- " New check valves, NRS gate valve, and new piping within the valve chamber, including new gaskets and stainless steel hardware
- " New stainless steel ladder installed in the valve chamber
- " New flowmeter installed on one discharge line opposite the discharge line with the bypass connection
- " Remote-mounted flowmeter display located near the control panel
- " New ductile iron tee installed beneath the bypass connection, will keep the current bypass flange only
- " New 10' light pole with 240- volt LED light to be installed in the same location as the current light pole while using the existing conduits
- " New blower installed in the same location as the existing blower utilizing the existing conduits
- " New stainless steel trash basket and stainless steel rail system installed in the wet well in the same



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Quote #	SQ47606
Quote Date	03/20/26
Date Printed	05/08/26
Page	4 of 5

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
location as the existing basket				
" New concrete pad installed outside the wet well for installation of the new hoist with electric motor				
" New conduit and electrical outlet installed for the hoist motor				
" Installation of a new Them electric hoist				
" Start-up and commissioning of all newly installed equipment				

**Project Assumptions**

This proposal is based on the following assumptions:

- " The wet well floor is in suitable condition to accept new anchors for the base elbows.
  - " If the floor is found to be structurally inadequate, additional work may be required to pour a new concrete floor. This work would result in additional material and labor costs.
  - " If a new concrete floor is required, the station will need to remain on bypass for an additional three (3) days to allow the concrete to properly cure prior to anchoring the new base elbows.
- Due to space limitations at the bypass connection, a flowmeter cannot be installed on that discharge line.

**Exclusions**

Unless specifically stated otherwise, this proposal does not include:

- " Temporary bypass pumping equipment and installation
- " Electrical service upgrades or utility coordination
- " Structural repairs not identified during the initial site visit
- " Concrete repairs beyond those noted in the assumptions section
- " Engineering design services and or drawings
- " Work outside the defined scope

Additional work requested or required beyond this scope will be quoted separately.

**NOTE:**

Labor is priced according to cooperative contract # B454-8

<b>LABORDAY2-C</b> Two Man Crew Day Rate North Jersey Wastewater Co-Op Regula	8	4324.1600	EA	34,593.28
<b>LABORDAY1-C</b> Technician Day Rate North Jers Wastewater Co-Op Regular Time	8	2664.3200	EA	21,314.56
<b>LABPE-C</b> Project Engineer North Jersey Wastewater Co-Op Regular Time	40	222.4400	EA	8,897.60
<b>*SUBS</b> Sernotti Electric	1	69387.8400	EA	69,387.84

-----> Description Of Service Job D <-----

Cleaning of the wet well

-----> Solution Of Service Job D <-----

The following charges are for cleaning of the wet well. This is an estimate only. Pumping Services will invoice at 20% over our invoice from our vendor.

**Continued...**



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Quote #	SQ47606
Quote Date	03/20/26
Date Printed	05/08/26
Page	5 of 5

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*SUBS-CLEANING Magnum Vac	1	4500.0000	EA	4,500.00
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All tariffs, duties, taxes, or related governmental charges imposed to this quote shall be the responsibility of the Buyer. The seller reserves the right to adjust pricing accordingly and bill these additional charges as a separate line item. The Buyer acknowledges and agrees to pay such adjustments as part of the total order cost.

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. CANNOT store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or email and finally once by receipt requested email. Two weeks after receipt of our final email or its undeliverable return, Pumping Services, Inc. will dispose of the equipment.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
294,628.06	0.00	0.00	0.00	1,075.00	295,703.06

**Acceptance of Proposal:**

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Print Name \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

### Terms and Conditions - Rev. 2004.03.09

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.
  2. Seller shall not be responsible for any delays in shipping.
  3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.
  4. Any errors in pricing or calculation are subject to correction.
  5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.
  6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.
  7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.
  8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.
  9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.
  10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.
  11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repositioning/retraking fees, transcript costs, the cost of experts' reports, and expert witness fees.
  12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.
  13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.
  14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.
  15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one half (1 1/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the servicemen leave home and end upon their return, if applicable.
- IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE"):
16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any others to use the equipment without LESSOR's prior written consent.
  17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.
  18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned based on LESSOR's failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.
  19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.
  20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.
  21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.
  22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.  
B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.  
C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.
  23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.
  24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.
  25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) the then applicable rates. A rental month is 28 calendar days.
  26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE's possession. All transportation or trucking charges are to be paid by LESSEE.
  27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE's right to make a claim for defects shall be deemed waived.
  28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to be sublet, by LESSEE.
  29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.
  30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR's then prevailing rates.