STATE ONLY AGREEMENT	PORTABLE TOILET / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement	Page 1 of 2

1. PROCUREMENT AGENCY a. Name and address:

Department of Natural Resources & Conservation
Attn: Fire Contracting
2705 Spurgin Road
Missoula, MT 59804

2. AGREEMENT NUMBER *(Must appear on all documents relating to this agreement)*: **DNRC-FIRE26-PTHW38-2**

3. EFFECTIVE DATES OF AGREEMENT:
a. Beginning: June 1, 2026 **b. Ending: May 31, 2027**
c. Specific incident only:
Incident Name: _____
Incident Number: _____

4. CONTRACTOR a. Name and address:

Three G Construction, LLC. dba Bear Buttz Septic
3506 Box Elder St.
Miles City, MT. 59301

b. EIN/SSN:
c. EMAIL Address: bearbuttz14@gmail.com
d. Phone No. *(Day)*: (406) 853-5174
Phone No. *(Night)*: (406) 853-5174
Cell Phone No.: **FAX No.:**

5. POINT OF HIRE
Location at time of hire

6. ORDERING DISPATCH CENTER
BDC

7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:
☒ CONTRACTOR *(wet)* ☐ GOVERNMENT *(dry)*

8. OPERATOR FURNISHED BY:
☒ CONTRACTOR ☐ GOVERNMENT

9. Delivery capabilities *(number of units per trip)*: 75

10. BUSINESS SIZE OF CONTRACTOR: a. ☐ Small b. ☐ Other c. ☐ Women-Owned d. ☐ Small Disadvantaged
e. ☐ HUB Zone f. ☐ Service Disadvantaged Vet *(Information for tracking purposes only – not used for preferential hiring)*

11. ITEM DESCRIPTION: Equipment *(include VIN, make, model, year, serial no., accessories, or other identifying features)*:	12. NO. OF UNITS	13. HRLY/ DAILY/ MILEAGE SHIFT BASIS		14. SPECIAL	15. GUARANTEE *(8 HOURS)*
		Rate	Unit		
Portable Toilet Rental – Serviced *(Includes first day delivery/last day pickup and daily rental rate per unit)*	1	$60	Daily/Ea.		
Portable Toilet Rental – Unserviced *(Rental only, no daily service call)*	1	$42.50	Daily/Ea.		
Accessible Portable Toilet Rental – Serviced *(Includes first day delivery/last day pickup and daily rental rate per unit)*	1	$80	Daily/Ea.		
Accessible Portable Toilet Rental – Unserviced *(Rental only, no daily service call)*	1	$55	Daily/Ea.		
Handwash Station – 2 Sink Rental – Serviced *(Includes first day delivery/last day pickup and daily rental rate per unit)*	1	$60	Daily/Ea.		
Handwash Station - 2 Sink Rental – Unserviced *(Rental only, no daily service call)*	1	$42.50	Daily/Ea.		
Handwash Station – 8+ Sink Rental – Serviced *(Includes first day delivery/last day pickup and daily rental rate per unit)*					
Handwash Station – 8+ Sink Rental – Unserviced *(Rental only, no daily service call)*					
Mileage *(Rate per vehicle, per mile exceeding 100 miles per calendar day)*	1	$2.50	Mi.		
Remote Hourly Rate *(Rate per vehicle, per hour for unimproved roads [as determined by the Incident Management Team/Host Agency] that exceeds ½ mile from improved roads)*	1	$60	Hr.		
Additional Service Calls *(Per unit, if ordered)*	1	$55	Ea.		
Pickup Fee (ADDITIONAL) *(Per unit, if ordered)*	1	$55	Ea.		
Reset/Relocation Fee *(Per unit, if ordered)* **2 Sink Reset/Relocation:** **8+ Sink Reset/Relocation:** **Toilet Reset/Relocation:**		$45 n/a $45	Ea. Ea. Ea.		

16. SPECIAL PROVISIONS

A. DNRC General Clauses to the EERA OF-294 are attached hereto and incorporated herein by reference.
B. The current year version of Chapter 20 of the Northern Rockies Supplement to the SIIBM is the guiding document for this agreement. The specifications, rules and guidelines of Chapter 20 are incorporated herein by reference in addition to the General Clauses to the EERA OF-294 which are attached hereto and incorporated herein by reference. In the event of a disagreement between the General Clauses to the EERA OF-294 and Chapter 20, Chapter 20 for the year of the agreement will preside and supersede the attached General Clauses (i.e. 2026 Chapter 20 and 2026 Agreement). **Serviced Daily Rate:** Per unit shall include first day delivery, daily rental rate, one service call per day (including supplies), and last day pickup (with 24-hour notice).
C. **Unserviced Daily Rate:** Per unit shall include daily rental rate with no service.
D. **Mileage:** Rate per vehicle per mile exceeding 100 miles per calendar day will be paid at the indicated rate.
E. **Remote Hourly Rate:** Rate per vehicle, per hour for unimproved roads (as determined by the Incident Management Team/Host Agency) that exceeds ½ mile from improved roads).
F. Equipment furnished under this agreement is **not subject to pro-rating on the first or last day.**
G. **Additional Service Calls: Will** be paid at the rate indicated per unit if ordered for the same day that units have already been serviced.
H. **Pickup Fees:** Will be paid only if the Contractor has already serviced the units on the pickup day and is ordered by the Government to make a second trip to pick up units.
I. **Reset/Relocations Fees:** Shall be paid per unit when requested to move units or when a unit must be reset. One day notification is required.
J. **Portable Toilets:** Contractor is responsible for removal and disposal of all waste.
K. **Gray Water/Portable Water (Handwash Stations): Contractor** is responsible for gray water disposal and supplying potable water for 2 sink portable handwash stations. **Government** is responsible for gray water disposal and supplying potable water for trailer mounted mobile 8 sink units.
L. All terms, conditions, specifications, and attachments contained in the **Portable Toilet and Handwash Station Agreement** are attached hereto and incorporated herein by reference.
M. The general clauses to the EERA (OF-294) are attached hereto and incorporated herein by reference.

17. Contractors or Authorized Agent's Signature:	**18. Date**	**19. Print Name and Title**
Jason Gergen	4/6/2026	Jason Gergen Owner
20. DNRC Contracting Officer's Signature:	**21. Date**	**22. Print Name and Title**
Karen Zarbolias	4/7/2026	Karen Zarbolias Fire Contracting Representative **a. Phone:** (406)542-4306 **b. FAX:** (406)542-4269