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| 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 <i>(Must appear on all documents relating to this agreement):</i> DNRC-FIRE25-PTHW34-4 3. EFFECTIVE DATES OF AGREEMENT: a. Beginning: June 1, 2025 b. Ending: May 31, 2026 c. Specific incident only: Incident Name: _____ Incident Number: _____ | | | |
| 4. CONTRACTOR a. Name and address: Rainmakers Irrigation/Mary Ann Smith 1117 MT Hwy 55 S Whitehall, MT 59759 b. EIN/SSN: c. EMAIL Address: msmith2466@aol.com d. Phone No. (Day): 406-498-1870 Phone No. (Night): Cell Phone No.: FAX No.: | | 5. POINT OF HIRE <div style="border: 1px solid black; padding: 5px; text-align: center;"> Location at time of hire </div> | | 6. ORDERING DISPATCH CENTER <div style="border: 1px solid black; padding: 5px; text-align: center;"> KDC </div> | |
| | | 7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <i>(wet)</i> <input type="checkbox"/> GOVERNMENT <i>(dry)</i> | | | |
| | | 8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT | | | |
| | | 9. Delivery capabilities <i>(number of units per trip):</i> 1 | | | |
| 10. BUSINESS SIZE OF CONTRACTOR: a. <input type="checkbox"/> Small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women-Owned d. <input type="checkbox"/> Small Disadvantaged e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> Service Disadvantaged Vet <i>(Information for tracking purposes only – not used for preferential hiring)</i> | | | | | |
| 11. ITEM DESCRIPTION: Equipment <i>(include VIN, make, model, year, serial no., accessories, or other identifying features):</i> Portable Toilet Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i> | 12. NO. OF OPERATORS PER SHIFT | 13. HRLY/ DAILY/ MILEAGE SHIFT BASIS <div style="display: flex; justify-content: space-between;"> Rate Unit </div> | | 14. SPECIAL | 15. GUARANTEE (8 HOURS) |
| Portable Toilet Rental – Unserviced <i>(Rental only, no daily service call)</i> | | | | | |
| Accessible Portable Toilet Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i> | | | | | |
| Accessible Portable Toilet Rental – Unserviced <i>(Rental only, no daily service call)</i> | | | | | |
| Handwash Station – 2 Sink Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i> | | | | | |
| Handwash Station - 2 Sink Rental – Unserviced <i>(Rental only, no daily service call)</i> | | | | | |
| Handwash Station – 8+ Sink Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i> | 1 | \$1,450 | Daily Ea. | | |
| Handwash Station – 8+ Sink Rental – Unserviced <i>(Rental only, no daily service call)</i> | | | | | |
| Mileage <i>(Rate per mile exceeding 100 miles per calendar day)</i> | 1 | \$4.90 | Mi. | | |
| Remote Hourly Rate <i>(Rate per vehicle per hour for unimproved roads [as determined by the Incident Management Team/Host Agency] that exceeds ½ mile from improved roads)</i> | 1 | \$120 | Hr. | | |
| Additional Service Calls <i>(Per unit, if ordered)</i> | 1 | \$500 | Ea. | | |
| Pickup Fee (ADDITIONAL) <i>(Per unit, if ordered)</i> | 1 | \$500 | Ea. | | |
| Reset/Relocation Fee <i>(Per unit, if ordered)</i> | | n/a | Ea. | | |
| | | \$500 | Ea. | | |
| | | n/a | Ea. | | |

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| 16. SPECIAL PROVISIONS | | |
| <p>A. 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).</p> <p>B. Unserviced Daily Rate: Per unit shall include daily rental rate with no service.</p> <p>C. Mileage: Exceeding 100 miles per calendar day will be paid at the indicated rate.</p> <p>D. Remote Hourly Rate: For unimproved roads (as determined by the Incident Management Team/Host Agency) that exceeds ½ mile from improved roads).</p> <p>E. Equipment furnished under this agreement is not subject to pro-rating on the first or last day.</p> <p>F. Additional Service Calls: Will be paid at the rate indicated per unit if ordered for the same day that units have already been serviced.</p> <p>G. 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.</p> <p>H. 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.</p> <p>I. Portable Toilets: Contractor is responsible for removal and disposal of all waste.</p> <p>J. 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.</p> <p>K. All terms, conditions, specifications, and attachments contained in the Portable Toilet and Handwash Station Agreement are attached hereto and incorporated herein by reference.</p> <p>L. The general clauses to the EERA (OF-294) are attached hereto and incorporated herein by reference.</p> | | |

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| 17. Contractors or Authorized Agent's Signature:  | 18. Date 4/9/2025 | 19. Print Name and Title Mary Ann Smith owner / operator |
| 20. DNRC Contracting Officer's Signature:  | 21. Date 4/11/2025 | 22. Print Name and Title Karen Zarbolias Fire Contracting Representative a. Phone: (406)542-4306 b. FAX: (406)542-4269 |