| STATE ONLY AGREEMENT | PORTABLE TOILET / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement | | | | | | Page 1 of 2 | | | |
|---|---|--|---|---------------------|-------------------|------------|-------------|------------------------|--|--|
| 1. PROCUREMENT AGENCY a. Name and address: | | | 2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): DNRC-FIRE25-PTHW34-5 | | | | | | | |
| Department of Natural Resources & Conservation | | | 3. EFFECTIVE DATES OF AGREEMENT: | | | | | | | |
| Attn: Fire Contracting 2705 Spurgin Road Missoula, MT 59804 | | | a. Beginning: June 1, 2025 b. Ending: May 31, 2026 | | | | | | | |
| | | | c. Specific incident only: | | | | | | | |
| | | | | ident Name: | | | | | | |
| | | | | ident Number: | | | | | | |
| 4. CONTRACTOR a. Name and address: | | | | NT OF HIRE | | | 6. ORDE | | | |
| Rainmakers Irrigation/Mary Ann Smith 1117 MT Hwy 55 S | | | Location at time of hire DISPATCH CENTE KIC | | | | | | | |
| Whitehall, MT 59759 | | | 7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIE BEING FURNISHED BY: | | | | | | | |
| b. EIN/SSN: | | | M CONTRACTOR (WAS IN TO CONTRACT (AS A | | | | | | | |
| c. EMAIL Address: msmith2466@aol.com | | | ☐ CONTRACTOR (wet) ☐ GOVERNMENT (dry) | | | | | | | |
| d. Phone No. (<i>Day</i>): 406-498-1870 | | | 8. OPERATOR FURNISHED BY: | | | | | | | |
| Phone No. (Night): | | | ☐ CONTRACTOR ☐ GOVERNMENT | | | | | | | |
| Cell Phone No.: | FAX No.: | FAX No.: 9. Delivery capabilities (number of | | | | s per trij | o): 1 | | | |
| | NTRACTOR: a. Small b. Other c. Service Disadvantaged Vet (Information for | | | | | hiring) | | | | |
| 11. ITEM DESCRIPTION: | | | 2. NO. OF 13. HRLY/ DAILY/ MILEAGE | | | 14. SF | PECIAL | 15. | | |
| Equipment (include VIN, mai other identifying features): | ke, model, year, serial no., accessories, or | OPERA PER S | | SHIFT BA | Unit | | | GUARANTEE (8 HOURS) | | |
| Portable Toilet Rental - | Serviced st day pickup and daily rental rate per unit) | | | Tute Tute | | | | (0.1.001.0) | | |
| Portable Toilet Rental – (Rental only, no daily service | | | | | | | | | | |
| Accessible Portable Toilet Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit) | | | | | | | | | | |
| Accessible Portable Toi (Rental only, no daily service | | | | | | | | | | |
| Handwash Station – 2 Sink Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit) | | | | | | | | | | |
| Handwash Station - 2 Sink Rental – Unserviced (Rental only, no daily service call) | | | | | | | | | | |
| Handwash Station – 8+ Sink Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit) | | 1 | | \$1,450 | Daily Ea. | | | | | |
| Handwash Station – 8+ (Rental only, no daily service | Sink Rental – Unserviced e call) | | | | | | | | | |
| Mileage (Rate per mile exceeding 100 miles per calendar day) | | 1 | | \$4.90 | 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 | | \$120 | Hr. | | | | | |
| Additional Service Calls (Per unit, if ordered) | | 1 | | \$500 | Ea. | | | | | |
| Pickup Fee (ADDITIONAL) (Per unit, if ordered) | | 1 | | \$500 | Ea. | | | | | |
| Reset/Relocation Fee (Per unit, if ordered) | 2 Sink Reset/Relocation: 8+ Sink Reset/Relocation: Toilet Reset/Relocation: | | | n/a \$500 n/a | Ea. Ea. Ea. | | | | | |

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16. SPECIAL PROVISIONS

- 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).
- B. Unserviced Daily Rate: Per unit shall include daily rental rate with no service.
- C. Mileage: Exceeding 100 miles per calendar day will be paid at the indicated rate.
- D. Remote Hourly Rate: For unimproved roads (as determined by the Incident Management Team/Host Agency) that exceeds ½ mile from improved roads).
- E. Equipment furnished under this agreement is not subject to pro-rating on the first or last day.
- 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.
- 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.
- 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.
- I. Portable Toilets: Contractor is responsible for removal and disposal of all waste.
- 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.
- K. All terms, conditions, specifications, and attachments contained in the Portable Toilet and Handwash Station Agreement are attached hereto and incorporated herein by reference.
- L. 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 |
|--|-----------|--|
| MAS | 4/9/2025 | Mary Ann Smith owner / operato |
| 20. DNRC Contracting Officer's Signature: | 21. Date | 22. Print Name and Title |
| Karen Jarbolias | 4/11/2025 | Karen Zarbolias Fire Contracting Representative a. Phone: (406)542-4306 b. FAX: (406)542-4269 |