

**PORTABLE TOILETS / HANDWASH STATION SERVICES
Emergency Equipment Rental Agreement**

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 first day delivery, daily rental rate, and last day pickup (with 24-hour notice).
- C. **Mileage:** Exceeding 100 miles per calendar day will be paid at the indicated rate (see 4.2.5 Mileage).
- 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 has to 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 **DNRC-IFB2019-1021** 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.

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| <p>17. Contractors or Authorized Agent's Signature:</p>  | <p>18. Date</p> <p>5/17/2020</p> | <p>19. Print Name and Title</p> <p>Anthony DAVIS owner</p> |
| <p>20. Federal Contracting Officer's Co-Signature:</p>  | <p>21. Date</p> <p>5-28-20</p> | <p>22. Print Name and Title</p> <p>Michael J. Lucas Contracting Officer a. Phone No. 406-329-3975 b. FAX:</p> |
| <p>23. DNRC Contracting Officer's Co-Signature:</p>  | <p>24. Date</p> <p>5-28-20</p> | <p>25. Print Name and Title</p> <p>WANEMAH HULETT Contracting Officer a. Phone No. 406-542-4230 b. FAX: 406-542-4242</p> |