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| <b>STATE ONLY AGREEMENT</b>   | <b>PORTABLE TOILET / HANDWASH STATION SERVICES<br/>Emergency Equipment Rental Agreement</b> | Page 1 of 2   |                    |                                |
| <b>1. PROCUREMENT AGENCY a. Name and address:</b><br>Department of Natural Resources & Conservation<br>Attn: Fire Contracting<br>2705 Spurgin Road<br>Missoula, MT 59804  |   | <b>2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement):</b> <b>DNRC-FIRE25-PTHW06-2</b>   |                    |                                |
|   |   | <b>3. EFFECTIVE DATES OF AGREEMENT:</b><br>a. Beginning: <b>June 1, 2025</b> b. Ending: <b>May 31, 2026</b><br>c. Specific incident only:<br>Incident Name: _____<br>Incident Number: _____ |                    |                                |
| <b>4. CONTRACTOR a. Name and address:</b><br>Brave Eagle dba Pine Stalls<br>61 Ambush Rdg<br>Clancy, MT 59634<br><br><b>b. EIN/SSN:</b><br><b>c. EMAIL Address:</b> pinestalls@gmail.com<br><br><b>d. Phone No. (Day):</b> 406-439-2851 <b>Phone No. (Night):</b><br>406-579-1472, (406) 539-5414<br><br><b>Cell Phone No.:</b> 406-439-2851 <b>FAX No.:</b>                  |   | <b>5. POINT OF HIRE</b><br>Location at time of hire _____<br><br><b>6. ORDERING DISPATCH CENTER</b><br>DDC  |                    |                                |
|   |   | <b>7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:</b><br><input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)            |                    |                                |
|   |   | <b>8. OPERATOR FURNISHED BY:</b><br><input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT  |                    |                                |
|   |   | <b>9. Delivery capabilities (number of units per trip):</b> 50  |                    |                                |
| <b>10. BUSINESS SIZE OF CONTRACTOR:</b> a. <input type="checkbox"/> Small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women-Owned d. <input type="checkbox"/> Small Disadvantaged<br>e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring) |   |   |                    |                                |
| <b>11. ITEM DESCRIPTION:</b>  | <b>12. NO. OF OPERATORS PER SHIFT</b>   | <b>13. HRLY/ DAILY/ MILEAGE SHIFT BASIS</b>   | <b>14. SPECIAL</b> | <b>15. GUARANTEE (8 HOURS)</b> |
| Equipment (include VIN, make, model, year, serial no., accessories, or other identifying features):   |   | Rate      Unit  |                    |                                |
| <b>Portable Toilet Rental – Serviced</b><br>(Includes first day delivery/last day pickup and daily rental rate per unit)  | 1   | \$70      Daily Ea.   |                    |                                |
| <b>Portable Toilet Rental – Unserviced</b><br>(Rental only, no daily service call)  | 1   | \$45      Daily Ea.   |                    |                                |
| <b>Accessible Portable Toilet Rental – Serviced</b><br>(Includes first day delivery/last day pickup and daily rental rate per unit)   | 1   | \$95      Daily Ea.   |                    |                                |
| <b>Accessible Portable Toilet Rental – Unserviced</b><br>(Rental only, no daily service call)   | 1   | \$65      Daily Ea.   |                    |                                |
| <b>Handwash Station – 2 Sink Rental – Serviced</b><br>(Includes first day delivery/last day pickup and daily rental rate per unit)  | 1   | \$70      Daily Ea.   |                    |                                |
| <b>Handwash Station - 2 Sink Rental – Unserviced</b><br>(Rental only, no daily service call)  | 1   | \$45      Daily Ea.   |                    |                                |
| <b>Handwash Station – 8+ Sink Rental – Serviced</b><br>(Includes first day delivery/last day pickup and daily rental rate per unit)   |   |   |                    |                                |
| <b>Handwash Station – 8+ Sink Rental – Unserviced</b><br>(Rental only, no daily service call)   |   |   |                    |                                |
| <b>Mileage</b><br>(Rate per mile exceeding 100 miles per calendar day)  | 1   | \$2.50      Mi.   |                    |                                |
| <b>Remote Hourly Rate</b><br>(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   | \$50      Hr.   |                    |                                |
| <b>Additional Service Calls</b><br>(Per unit, if ordered)   | 1   | \$30      Ea.   |                    |                                |
| <b>Pickup Fee (ADDITIONAL)</b><br>(Per unit, if ordered)  | 1   | \$30      Ea.   |                    |                                |
| <b>Reset/Relocation Fee</b><br>(Per unit, if ordered)   |   | \$20      Ea.<br>n/a      Ea.<br>\$20      Ea.  |                    |                                |
|   |   | <b>2 Sink Reset/Relocation:</b>   |                    |                                |
|   |   | <b>8+ Sink Reset/Relocation:</b>  |                    |                                |
|   |   | <b>Toilet Reset/Relocation:</b>   |                    |                                |

**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.

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| <b>17. Contractors or Authorized Agent's Signature:</b><br><br><div style="text-align: center;"><i>Patrick Nepine</i></div> | <b>18. Date</b><br><br><div style="text-align: center;">4/8/2025</div> | <b>19. Print Name and Title</b><br><br><div style="text-align: center;">Patrick Nepine</div>  |
| <b>20. DNRC Contracting Officer's Signature:</b><br><br><div style="text-align: center;"><i>Karen Zarbolias</i></div>       | <b>21. Date</b><br><br><div style="text-align: center;">4/9/2025</div> | <b>22. Print Name and Title</b><br>Karen Zarbolias<br>Fire Contracting Representative<br>a. Phone: (406)542-4306      b. FAX: (406)542-4269 |