## STATE ONLY PORTABLE TOILET / HANDWASH STATION SERVICES

Page 1 of 2

| AGREEMENT   | Emergency Equipment Rental Agreement   |  |                          |                   |                  |                |  |
|---|--|--|--------------------------|-------------------|------------------|----------------|--|
| 1. PROCUREMENT AGENC  | Y a. Name and address:   | 2. AG  | REEMENT NUMBER           | R (Must appea     | r on all documen | ts relating to |  |
| Department of Natura  | this agreement): DNRC-FIRE23-PTHW12  |  |                          |                   |                  |                |  |
| Attn: Fire Contracting  | 3. EFFECTIVE DATES OF AGREEMENT:   |  |                          |                   |                  |                |  |
| 2705 Spurgin Road<br>Missoula, MT 59804   | a. Beginning: June 1, 2023 b. Ending: May 31, 2024   |  |                          |                   |                  |                |  |
| Missoula, MT 33004  |  | '  | ecific incident only:    |                   |                  |                |  |
|   |  | Inc  | cident Name:             |                   |                  |                |  |
|   |  |  | cident Number:           |                   | le OPDI          | DINC           |  |
| 4. CONTRACTOR a. Nam  |  | DISPATCH CE  |                          |                   |                  |                |  |
| Flat Rock Contracting LLC<br>780 Lost Horse Rd  |  |  | Location at time of hire |                   |                  | BRC            |  |
| Hamilton, MT 59840  |  | 7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES    |                          |                   |                  |                |  |
| b. EIN/SSN:   |  | BEIN   | G FURNISHED BY:          |                   |                  |                |  |
| c. EMAIL Address: cablair9589@live.com  |  | ☐ CONTRACTOR (wet) ☐ GOVERNMENT (dry)                  |                          |                   |                  |                |  |
| d. Phone No. (Day): 406-381-6690  |  | 8. OPERATOR FURNISHED BY:                              |                          |                   |                  |                |  |
| Phone No. (Night): 406-363-7519   |  | □ CONTRACTOR □ GOVERNMENT                              |                          |                   |                  |                |  |
| Cell Phone No.: 406-360-6825 FAX No.:   |  | 9. Delivery capabilities (number of units per trip): 1 |                          |                   |                  |                |  |
|   | NTRACTOR: a. Small b. Other c. Service Disadvantaged Vet (Information for the control of the con |  |                          |                   | hiring)          |                |  |
| 11. ITEM DESCRIPTION:   |  | 12. NO. OF   | 13. HRLY/ DAILY/ MILEAGE |                   | 14. SPECIAL      | 15.            |  |
| Equipment (include VIN, mak<br>other identifying features):   | ke, model, year, serial no., accessories, or   | OPERATORS PER SHIFT                                    | SHIFT BA                 | Unit              |                  | (8 HOURS)      |  |
| Portable Toilet Rental –  | Serviced<br>st day pickup and daily rental rate per unit)  |  | Huto                     | U.III             |                  | (Constant)     |  |
| Portable Toilet Rental – Unserviced<br>(Rental only, no daily service call)   |  |  |                          |                   |                  |                |  |
| Accessible Portable Toilet Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)   |  |  |                          |                   |                  |                |  |
| Accessible Portable Toilet Rental – Unserviced (Rental only, no daily service call)   |  |  |                          |                   |                  |                |  |
| Handwash Station – 2 Sink Rental – Serviced<br>(Includes first day delivery/last day pickup and daily rental rate per unit)   |  |  |                          |                   |                  |                |  |
| Handwash Station - 2 Si<br>(Rental only, no daily service   |  |  |                          |                   |                  |                |  |
| Handwash Station – 8+ Sink Rental – Serviced<br>(Includes first day delivery/last day pickup and daily rental rate per unit)  |  | 1  | \$1,325                  | Daily Ea.         |                  |                |  |
| Handwash Station – 8+ 9<br>(Rental only, no daily service   | Sink Rental – Unserviced call)   |  |                          |                   |                  |                |  |
| Mileage<br>(Rate per mile exceeding 100   | 0 miles per calendar day)  | 1  | \$4.75                   | 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  | \$34.50                  | Hr.               |                  |                |  |
| Additional Service Calls<br>(Per unit, if ordered)  |  |  |                          |                   |                  |                |  |
| Pickup Fee (ADDITIONA<br>(Per unit, if ordered)   | L)   |  |                          |                   |                  |                |  |
| Reset/Relocation Fee<br>(Per unit, if ordered)  | 2 Sink Reset/Relocation:<br>8+ Sink Reset/Relocation:<br>Toilet Reset/Relocation:  |  | N/A<br>\$275<br>N/A      | Ea.<br>Ea.<br>Ea. |                  |                |  |

## STATE ONLY AGREEMENT

## PORTABLE TOILET / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement

Page 2 of 2

## 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 respons ble 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:  DocuSigned by: |               | 19. Print Name and Title<br>Cody Blair  |
|--|---------------|---|
| Colf De  | 5/25/2023   2 | owner<br>:04:11 PM MDT  |
| 20. DNRC Contracting Officer's Signature:                        | 21. Date      | 22. Print Name and Title  |
| Docusigned by: Lindsey Greene                                    |               | Lindsey Greene Fire Contracting Representative : 31:07 PM MDT a. Phone: (406)542-4230 b. FAX: (406)542-4269 |