

<b>1. PROCUREMENT AGENCY a. Name and address:</b>  Department of Natural Resources & Conservation Attn: Fire Contracting 2705 Spurgin Road Missoula, MT 59804	<b>2. AGREEMENT NUMBER</b> <i>(Must appear on all documents relating to this agreement):</i> <b>DNRC-FIRE23-PTHW27-1</b>  <b>3. EFFECTIVE DATES OF AGREEMENT:</b> a. Beginning: <b>June 1, 2023</b> b. Ending: <b>May 31, 2024</b>  c. Specific incident only: Incident Name: _____ Incident Number: _____
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<b>4. CONTRACTOR a. Name and address:</b>  Rainmakers Irrigation 42615 Hwy 200 E Greenough, MT 59823  <b>b. EIN/SSN:</b> _____ <b>c. EMAIL Address:</b> msmith2466@aol.com <b>d. Phone No. (Day):</b> 406-498-1870  <b>Phone No. (Night):</b> _____  <b>Cell Phone No.:</b> _____ <b>FAX No.:</b> _____	<b>5. POINT OF HIRE</b>  <b>Location at time of hire</b>	<b>6. ORDERING DISPATCH CENTER</b>  <b>MDC</b>
<b>7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:</b>  <input checked="" type="checkbox"/> CONTRACTOR <i>(wet)</i> <input type="checkbox"/> GOVERNMENT <i>(dry)</i>		
<b>8. OPERATOR FURNISHED BY:</b>  <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
<b>9. Delivery capabilities (number of units per trip):</b> 1		

**10. BUSINESS SIZE OF CONTRACTOR:** a.  Small b.  Other c.  Women-Owned d.  Small Disadvantaged  
 e.  HUB Zone f.  Service Disadvantaged Vet *(Information for tracking purposes only – not used for preferential hiring)*

11. ITEM DESCRIPTION: <i>Equipment (include VIN, make, model, year, serial no., accessories, or other identifying features):</i>	12. NO. OF OPERATORS PER SHIFT	13. HRLY/ DAILY/ MILEAGE SHIFT BASIS		14. SPECIAL	15. GUARANTEE (8 HOURS)
		Rate	Unit		
<b>Portable Toilet Rental – Serviced</b> <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>					
<b>Portable Toilet Rental – Unserviced</b> <i>(Rental only, no daily service call)</i>					
<b>Accessible Portable Toilet Rental – Serviced</b> <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>					
<b>Accessible Portable Toilet Rental – Unserviced</b> <i>(Rental only, no daily service call)</i>					
<b>Handwash Station – 2 Sink Rental – Serviced</b> <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>					
<b>Handwash Station - 2 Sink Rental – Unserviced</b> <i>(Rental only, no daily service call)</i>					
<b>Handwash Station – 8+ Sink Rental – Serviced</b> <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>	1	\$1,600	Daily Ea.		
<b>Handwash Station – 8+ Sink Rental – Unserviced</b> <i>(Rental only, no daily service call)</i>					
<b>Mileage</b> <i>(Rate per mile exceeding 100 miles per calendar day)</i>	1	\$4.90	Mi.		
<b>Remote Hourly Rate</b> <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.		
<b>Additional Service Calls</b> <i>(Per unit, if ordered)</i>	1	\$400	Ea.		
<b>Pickup Fee (ADDITIONAL)</b> <i>(Per unit, if ordered)</i>	1	\$900	Ea.		
<b>Reset/Relocation Fee</b> <i>(Per unit, if ordered)</i>					
<b>2 Sink Reset/Relocation:</b>		N/A	Ea.		
<b>8+ Sink Reset/Relocation:</b>		\$900	Ea.		
<b>Toilet Reset/Relocation:</b>		N/A	Ea.		

STATE ONLY AGREEMENT	<b>PORTABLE TOILET / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement</b>	Page 2 of 2
<p><b>16. SPECIAL PROVISIONS</b></p> <p>A. <b>Serviced Daily Rate:</b> 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. <b>Unserviced Daily Rate:</b> Per unit shall include daily rental rate with no service.</p> <p>C. <b>Mileage:</b> Exceeding 100 miles per calendar day will be paid at the indicated rate.</p> <p>D. <b>Remote Hourly Rate:</b> 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 <b>not subject to pro-rating on the first or last day.</b></p> <p>F. <b>Additional Service Calls:</b> Will be paid at the rate indicated per unit if ordered for the same day that units have already been serviced.</p> <p>G. <b>Pickup Fees:</b> 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. <b>Reset/Relocations Fees:</b> 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. <b>Portable Toilets:</b> Contractor is responsible for removal and disposal of all waste.</p> <p>J. <b>Gray Water/Portable Water (Handwash Stations): Contractor</b> is responsible for gray water disposal and supplying potable water for 2 sink portable handwash stations. <b>Government</b> 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 <b>Portable Toilet and Handwash Station Agreement</b> 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>		

<p><b>17. Contractors or Authorized Agent's Signature:</b></p> <p>DocuSigned by: <i>Mary Ann Smith / Rainmakers Irrigation</i></p> <p><small>A1045495B9B647C...</small></p>	<p><b>18. Date</b></p> <p>6/5/2023   4:</p>	<p><b>19. Print Name and Title</b> Mary Ann Smith / Rainmakers Irrigation</p> <p>18:36 PM PDT owner / operator</p>
<p><b>20. DNRC Contracting Officer's Signature:</b></p> <p>DocuSigned by: <i>Lindsey Greene</i></p> <p><small>AF98218248B2447...</small></p>	<p><b>21. Date</b></p> <p>6/6/2023   10:</p>	<p><b>22. Print Name and Title</b> Lindsey Greene Fire Contracting Representative</p> <p>00:06 AM MDT <b>a. Phone:</b> (406)542-4230      <b>b. FAX:</b> (406)542-4269</p>