

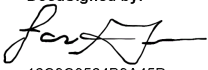

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| 1. PROCUREMENT AGENCY a. Name and address: Department of Natural Resources & Conservation Attn: Fire Contracting 2705 Spurgin Road Missoula, MT 59804 | 2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): DNRC-FIRE23-PTHW35 3. EFFECTIVE DATES OF AGREEMENT: a. Beginning: June 1, 2023 b. Ending: May 31, 2024 c. Specific incident only: Incident Name: _____ Incident Number: _____ |
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| 4. CONTRACTOR a. Name and address: Three G Construction, LLC dba Bear Buttz Septic 200 Pine Ridge Rd Miles City, MT 59301 b. EIN/SSN: ██████████ c. EMAIL Address: bearbuttz14@gmail.com d. Phone No. (Day): 406-853-5174 Phone No. (Night): 406-853-5174 Cell Phone No.: 406-853-6324 FAX No.: | 5. POINT OF HIRE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%; text-align: center;">Location at time of hire</td> <td style="width:20%; text-align: center;">6. ORDERING DISPATCH CENTER MCC</td> </tr> </table> 7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry) 8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT 9. Delivery capabilities (number of units per trip): 28 | Location at time of hire | 6. ORDERING DISPATCH CENTER MCC |
| Location at time of hire | 6. ORDERING DISPATCH CENTER MCC | | |

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 | | |
| Portable Toilet Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i> | 1 | \$65 | Daily Ea. | | |
| Portable Toilet Rental – Unserviced <i>(Rental only, no daily service call)</i> | 1 | \$45 | Daily Ea. | | |
| Accessible Portable Toilet Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i> | 1 | \$90 | Daily Ea. | | |
| Accessible Portable Toilet Rental – Unserviced <i>(Rental only, no daily service call)</i> | 1 | \$60 | Daily Ea. | | |
| Handwash Station – 2 Sink Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i> | 1 | \$75 | Daily Ea. | | |
| Handwash Station - 2 Sink Rental – Unserviced <i>(Rental only, no daily service call)</i> | 1 | \$45 | Daily Ea. | | |
| Handwash Station – 8+ Sink Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i> | | | | | |
| Handwash Station – 8+ Sink Rental – Unserviced <i>(Rental only, no daily service call)</i> | | | | | |
| Mileage <i>(Rate per mile exceeding 100 miles per calendar day)</i> | 1 | \$3.25 | Mi. | | |
| Remote Hourly Rate <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 | \$75 | Hr. | | |
| Additional Service Calls <i>(Per unit, if ordered)</i> | 1 | \$60 | Ea. | | |
| Pickup Fee (ADDITIONAL) <i>(Per unit, if ordered)</i> | 1 | \$45 | Ea. | | |
| Reset/Relocation Fee <i>(Per unit, if ordered)</i> | | | | | |
| | | 2 Sink Reset/Relocation: | \$45 | Ea. | |
| | | 8+ Sink Reset/Relocation: | N/A | Ea. | |
| | | Toilet Reset/Relocation: | \$45 | Ea. | |

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| STATE ONLY AGREEMENT | PORTABLE TOILET / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement | Page 2 of 2 |
| <p>16. SPECIAL PROVISIONS</p> <p>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).</p> <p>B. Unserviced Daily Rate: Per unit shall include daily rental rate with no service.</p> <p>C. Mileage: Exceeding 100 miles per calendar day will be paid at the indicated rate.</p> <p>D. Remote Hourly Rate: 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 not subject to pro-rating on the first or last day.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>I. Portable Toilets: Contractor is responsible for removal and disposal of all waste.</p> <p>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.</p> <p>K. All terms, conditions, specifications, and attachments contained in the Portable Toilet and Handwash Station Agreement 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> | | |

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| <p>17. Contractors or Authorized Agent's Signature:</p> <p>DocuSigned by: </p> <p>1669C8564B9A45D...</p> | <p>18. Date</p> <p>5/24/2023 9:40:08 AM MDT</p> | <p>19. Print Name and Title</p> <p>Jason Gergen Owner</p> |
| <p>20. DNRC Contracting Officer's Signature:</p> <p>DocuSigned by: </p> <p>AF98218248B2447...</p> | <p>21. Date</p> <p>5/24/2023 12:16:48 PM MDT</p> | <p>22. Print Name and Title</p> <p>Lindsey Greene Fire Contracting Representative</p> <p>a. Phone: (406)542-4230 b. FAX: (406)542-4269</p> |