

STATE ONLY AGREEMENT	PORTABLE TOILET / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement			Page 1 of 2	
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-FIRE24-PTHW38			
		3. EFFECTIVE DATES OF AGREEMENT: a. Beginning: June 1, 2024 b. Ending: May 31, 2025 c. Specific incident only: Incident Name: _____ Incident Number: _____			
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 Location at time of hire		6. ORDERING DISPATCH CENTER MCC	
		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			
10. BUSINESS SIZE OF CONTRACTOR: a. <input type="checkbox"/> Small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women-Owned d. <input type="checkbox"/> Small Disadvantaged e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring)					
11. ITEM DESCRIPTION: Equipment (include VIN, make, model, year, serial no., accessories, or other identifying features):	12. NO. OF OPERATORS PER SHIFT	13. HRLY/ DAILY/ MILEAGE SHIFT BASIS		14. SPECIAL	15. GUARANTEE (8 HOURS)
Portable Toilet Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)	1	Rate	Unit		
Portable Toilet Rental – Unserviced (Rental only, no daily service call)	1	\$65	Daily Ea.		
Accessible Portable Toilet Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)	1	\$45	Daily Ea.		
Accessible Portable Toilet Rental – Unserviced (Rental only, no daily service call)	1	\$90	Daily Ea.		
Handwash Station – 2 Sink Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)	1	\$60	Daily Ea.		
Handwash Station - 2 Sink Rental – Unserviced (Rental only, no daily service call)	1	\$75	Daily Ea.		
Handwash Station – 8+ Sink Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)	1	\$45	Daily Ea.		
Handwash Station – 8+ Sink Rental – Unserviced (Rental only, no daily service call)					
Mileage (Rate per mile exceeding 100 miles per calendar day)	1	\$3.25	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	\$75	Hr.		
Additional Service Calls (Per unit, if ordered)	1	\$60	Ea.		
Pickup Fee (ADDITIONAL) (Per unit, if ordered)	1	\$45	Ea.		
Reset/Relocation Fee (Per unit, if ordered)		2 Sink Reset/Relocation: 8+ Sink Reset/Relocation: Toilet Reset/Relocation:	\$45 n/a \$45	Ea. Ea. 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 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.

17. Contractors or Authorized Agent's Signature: <i>Jason Gergen</i>	18. Date 4/25/2024	19. Print Name and Title Jason Gergen, Owner
20. DNRC Contracting Officer's Signature: <i>Lindsey Greene</i>	21. Date 4/26/2024	22. Print Name and Title Lindsey Greene Fire Contracting Representative a. Phone: (406)542-4230 b. FAX: (406)542-4269