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5200 Civic Center Drive  
Waterford, Michigan 48329-3773  
Telephone: (248) 674-5441 Fax: (248) 618-7674  
waterfordmi.gov/parks

**Department of Parks & Recreation**

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**Recreation Board Members**  
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**MEMORANDUM**

**DATE:** February 12, 2021

**TO:** Honorable Charter Township of Waterford Board of Trustees

**CC:** Julie Wallis, Purchasing Agent

**FROM:** Alison Swanson, Parks and Recreation Director

**RE:** 2021-2022 Contract Award for Portable Toilets

The Waterford Parks and Recreation Department obtains bi-annual quotes for portable toilets that are utilized during its programs and activities. The average annual amount spent on portable toilets is \$12,000.00. This amount varies based on the number of activities and rentals held at our facilities each year.

Quotes for the current two-year period which will run from January 1, 2021-December 31, 2022, were received from the three (3) companies listed below:

- Brendel's Septic Tank Service, L.L.C., White Lake, MI
- Don's Lil Johns, Davisburg, MI
- Turner Sanitation, Lake Orion, MI

After reviewing the attached submitted quotes, I am recommending that the award go to Brendel's Septic Tank Service, L.L.C.

Please feel free to contact me if you have any questions.

**WATERFORD PARKS & RECREATION DEPARTMENT  
PORTABLE TOILET QUOTES  
January 1, 2021 - December 31, 2022**

<b>Company</b>	<b>Monthly Unit Price Regular Unit</b>	<b>Monthly Unit Price Handicap Unit</b>	<b>Extra Cleaning Price Monthly Unit</b>	<b>Hand Sanitation Station Monthly Price</b>	<b>Weekend Unit Price Regular Unit</b>	<b>Weekend Unit Price Handicap Unit</b>	<b>Extra Cleaning Weekend Price</b>	<b>Hand Sanitation Station Weekend Price</b>
<b>Brendel's Septic Tank Service LLC</b> 9481 Highland Road, White Lake, MI 48386 Recommend awarding 2021-2022 Service Contract to this contractor.	2021 \$90.00  2022 \$95.00  All damage is the customer's responsibility	2021 \$120.00  2022 \$125.00	\$20.00 per unit, per service	\$80.00	\$115.00	\$140.00	\$20 per unit, per service	\$50.00
<b>Don's Lil Johns</b> 10421 Enterprise Drive Davisburg, MI 48350	\$105.00	\$185.00	\$30, per unit, per service	\$70.00	\$95.00	\$175.00	\$30, per unit, per service	\$70.00
<b>Turner Sanitation</b> 1149 Rhodes Road Lake Orion, MI 48361	\$110.00	\$160.00	\$25.00/week = \$100.00/month	Double sided handwash station \$75.00	Friday-Monday \$125.00	\$165.00	\$55.00/call + \$25.00/cleaning	\$85.00

## **SERVICES CONTRACT**

This Contract shall be effective as of the date of the last signature and is between the Charter Township of Waterford, whose address is 5200 Civic Center Drive, Waterford, MI 48329-3773, ("Township"), and Brendel Septic Tank Service, L.L.C., whose registered office address is 9481 Highland Road, White Lake, Michigan, 48386 and local address is 9481 Highland Road, White Lake, Michigan, 48386, ("Contractor").

Project. This Contract is for a Project described as Waterford Parks and Recreation Department - Portable Toilet Contract.

Contract Documents. The Project Specifications, Contract Conditions, Insurance Requirements, portions of Contractor's Bid submittals, and other attachments to this Contract are "Contract Documents", which are considered part of this Contract to the extent applicable and not in conflict with the following terms and conditions.

Work. For and in consideration of payment by the Township as provided under the Payment Section of this Contract, Contractor shall perform the work described in the Project Specifications and other Contract Documents in a competent, efficient, timely, good and workmanlike manner, subject to and in compliance with the terms and conditions of this Contract.

Contract Term. This Contract shall be for a term of  2  year(s), from  January 1, 2021  to  December 31, 2022 , and may be renewed at the Township's option for up to  0  additional  2  year terms by a Township written notice to Contractor at least 60 days before the end of a Contract term.

Contract Price and Payment. The annual Contract Prices for the original and possible renewal terms of this Contract are based on per unit pricing. Per unit pricing is attached to this Services Contract. \$  N/A  for the initial term; \$  N/A  for the first renewal term; and \$  N/A  for the second renewal term. Subject to any different payment provisions in the Project Specifications, the Township agrees to pay Contractor by monthly installments equal to 1/12 of the annual Contract Price in exchange for and consideration of the timely and satisfactory completion of the work each month, with payment to be made within 30 days of the Township receiving the bill or invoice for such work from the Contractor.

Insurance. Contractor shall have no right to or expectation of coverage under any insurance policies of the Township. This Contract is conditioned on the Insurance Requirements in the Contract Documents being satisfied and confirmed by Certificate(s) of Insurance delivered to the Township, with said coverages to be maintained for the life of this Contract and the Township entitled to prior written notice of cancellation, changes or non-renewal. All Liability Insurance shall name the Township and its officials, employees, and agents as primary, noncontributory additional insureds. Contractor shall provide the Township with a copy of each insurance policy within seven (7) days of a written request.

Performance Bond. If required in the Project Specifications, this Contract is conditioned on Contractor furnishing and maintaining at its cost, a Performance Bond for the protection of and acceptable to the Township in the amount of  N/A  % of the Contract Price for each Contract Term.

Payment Bond. If required in the Project Specifications, this Contract is conditioned on Contractor furnishing and maintaining at its cost, a Payment Bond for the protection and payment of claimants in a form acceptable to the Township in the amount of  N/A  % of the Contract Price for each Contract Term.

Time of Work. The work shall be commenced on the date specified in the Project Specifications or a Township Notice to Proceed to Contractor and shall thereafter be performed during the times and according to schedule specified in the Contract Documents. These requirements are of the essence of this Contract and failure to meet them shall permit Township to exercise its rights and remedies for default as provided in this Contract, whether or not work has been commenced.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to indemnify, defend, pay on behalf of, and hold harmless the Township, its agents and others working on the Township's behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Township by reason of personal injury and/or property damage which arise out of or are in any way connected or associated with this Contract and are attributable to the fault of Contractor or its agents or subcontractors, including claims under the worker's compensation laws of the State of Michigan.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, Township shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, Township shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the defects or defaults within the time specified. Upon Contractor's failure to do so, the Township may exercise one or more of its rights as provided in the Contract Documents and/or may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Disposal Requirements. The Contractor shall perform all work and lawfully dispose of all discarded, waste, and other materials collected during the work in compliance with the Contract Documents and all provisions of applicable federal, state, county and Township environmental laws. As a condition of the Township's payment obligation, it may require Contractor to provide written documentation of lawful disposal and that all disposal costs have been paid.

Independent Contractor. Contractor is and shall perform under this Contract as an Independent Contractor with complete control over its employees, agents, subcontractors and operations. No employee, agent or representative of Contractor shall represent, act or be considered as an agent, representative or employee of the Township and nothing in this Contract shall create any contractual relationship between the Township and any subcontractor of the Contractor.

Record Checks. Employees of Contractor and subcontractors shall not perform work under this Contract until they have been approved to do so by the Township Police Department after a criminal history check, with Contractor responsible for timely providing employee names and information in a manner that avoids delays in its ability to commence and perform the work.

Non-Discrimination. Contractor and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, or other classification that is protected from discrimination by law.

Compliance with and Governing Laws. This Contract and all of Contractor's work shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because Township is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract. This Contract shall be governed by the laws of the State of Michigan.

Assignment and Subcontracts. Contractor shall not assign the performance of this Contract or any part thereof without the written consent of the Township, and shall not subcontract any portion of the work to a subcontractor not identified in Contractor's Bid submittal or separately approved in writing by the Township. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal, registered mail, or overnight delivery to the attention of the following persons:

Township: Supervisor, Clerk and

Contractor: Brendel Septic Tank Service, L.L.C.

Changes and Waivers. Any changes in the provisions of this Contract must be in writing and signed by the Township and Contractor. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

Witnesses and Dates of Signatures

CHARTER TOWNSHIP OF WATERFORD

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Gary D. Wall, Supervisor

CONTACTOR,

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Jay Brendel  
Its: Member