

**TOWNSHIP OF ARCADIA
JOB DESCRIPTION AND CONTRACT
FOR TOWNSHIP SNOW SERVICES**

This Job Description and Contract, made between the Township of Arcadia, a Michigan Municipal Corporation ("Township") and _____ ("Contractor").

1. The term of this Contract will begin December 1, 2024 and ending March 31, 2025.
2. Contractor agrees to perform the following duties on the grounds of the Arcadia Township Hall, Fire Hall, Downtown Lum Fire Hall and Park, which grounds include, for purposes of this Agreement only, all of School Street:
 - A. Removing snow (prior to 9:00 am), and spreading salt, to maintain clean parking areas and sidewalks accessing the above grounds. Snow removal shall be required whenever there is 2" or more snow throughout the day.
 - B. Keeping continuously free of snow all fire hall parking areas, entrances and sidewalks (using a concrete friendly salt blend such as calcium chloride base mix) to the fire hall and township hall.
 - C. Gravel must be removed from the lawn by the 15th of April of every year.
 - D. Excess salt needs to be removed when close to garage doors and entrance doors.
3. Contractor agrees to provide at his expense all supplies (including salt), equipment and fuel necessary to perform the above services, and to maintain that equipment in good working order.
4. Contractor agrees not to allow anyone under the age of eighteen (18) years to perform any of the services required by this Contract.
5. Contractor agrees to provide written documentation of Worker's Compensation Coverage for all persons employed by him to perform the services required by this Contract.
6. As payment for the services noted above, Contractor shall be paid the total sum of \$_____ for each year during the term of this Contract. The Township shall pay that amount at the seasonal rate of \$_____ per month for December, January, February and March.
7. In the event that the Contractor fails to perform any of the work required by this

Contract, the Township shall have the right to arrange for the work to be performed and shall deduct that amount from the contract amount specified in paragraph 6.

8. The Township and the Contractor each have the right to terminate this Contract by delivering written notice to the other party at least 60 days in advance of termination.
9. The Contractor understands and agrees that the Contractor is an independent contractor as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified in this Contract.
10. To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Township, including its elected and appointed officials, employees, volunteers and others working on behalf of the Township from all liability which may arise as a result of Contractor's acts, omissions, faults and negligence in performance of services under this Contract.
11. The Contractor shall obey and abide by all of the laws, rules and regulations of the federal government, State of Michigan, Lapeer County and Arcadia Township applicable to the performance of this Contract, including labor laws and laws regulating or applying to public improvements.
12. The Township shall not (1) withhold FICA (Social Security and Medicare taxes) from Contractor or make FICA payments on Contractor's behalf, or (2) make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.
13. The Contractor shall pay all taxes incurred while performing services under this Contract, including all applicable income taxes. On demand, the Contractor shall provide the Township with proof that such payments have been made.
14. The Contractor shall maintain in effect throughout the term of this Contract a policy or policies of liability insurance in an amount not less than \$500,000 and shall ensure that the Township be listed as an additional insured party on all such policies of insurance.

Patricia Lashbrook, Township Supervisor

Sharna Smith, Township Clerk

Contractor