TOWNSHIP OF ARCADIA
JOB DESCRIPTION AND CONTRACT
FOR TOWNSHIP GROUND MAINTENANCE 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 shall be two years beginning April XX, 2026 and ending March 31, 2028.

2. Contractor agrees to perform the following duties on the grounds of the Arcadia Township Hall, Township Fire Hall, Downtown Lum Fire Hall and Park as highlighted on the included maps:

    a. Lawn Mowing and Trimming
        i. <u>Frequency:</u>
        Lawn mowing shall occur weekly during the mowing season (April through October, weather permitting).
        ii. <u>Timing:</u>
        Weekly mowing shall be completed on either Wednesday, Thursday, or Friday of each week, unless delayed by weather conditions that would reasonably prevent mowing.
        iii. <u>Trimming and Edging:</u>
        Each weekly mowing shall include:
        iv. Trimming around buildings, signs, trees, benches, fencing, and fixed structures
        v. Edging along all paved walking paths, sidewalks, curbing, and hardscape edges to maintain a clean and defined appearance
        vi. Landscaped areas should be clear from weeds with ornamental plants trimmed as needed but no less than twice a mowing season
        vii. All paved areas clean and clear of overgrowth

    b. Maintenance of Mowed Areas
        i. Contractor shall maintain all mowed areas in a neat and passable condition, including:
        ii. Filling or leveling ruts, holes, or washouts as needed to maintain safe mowing conditions
        iii. Cutting back brush, weeds, and encroaching vegetation to ensure mowing areas remain open and accessible throughout the season
        iv. Mowed areas shall not be allowed to become overgrown between weekly mowings.

    c. Weed Control

i. Contractor shall provide routine weed control services throughout the mowing season, not limited to a single annual application.
    1. Weed spraying shall occur as needed to prevent visible overgrowth and shall include, but not be limited to:
    2. Benches and seating areas
    3. Bleachers
    4. Chain link fencing
    5. Gravel parking areas
    6. Baseball fields and baseball diamonds
    7. Basketball court
    8. Pavillion
    9. Paved/Blacktop surfaces
ii. Weed control shall be performed frequently enough to maintain these areas in a clean, usable, and maintained condition.
iii. Postings that spray services have been completed must be made clear and visible for the required time according to MDARD policies.
iv. Provide copy of spray applicator license to be kept on file
v. Maintain mulch levels in conjunction with U.S. Consumer Product Safety Commission guideline in the playground area as outlined

d. Baseball Fields
    i. Baseball fields shall be actively maintained throughout the mowing season and shall not be permitted to become overgrown.
    ii. Baseball fields are designated to be maintained as dirt infields, such maintenance shall include:
    iii. Regular weed control by act of spraying and dragging the field
    iv. Keeping grass and vegetation from encroaching onto dirt areas
    v. Maintaining clear and defined field boundaries
    vi. Maintenance of baseball fields is included in the base contract price unless otherwise specifically stated.

e. General Maintenance
    i. Contractor shall remove grass clippings, leaf debris, and other organic debris as necessary to maintain the grounds in a clean and professional condition.

f. Weather Delays
    i. In the event of weather conditions that prevent mowing during the specified days, Contractor shall complete mowing at the earliest reasonable opportunity, with priority given to Township properties.

3. Contractor agrees to provide at his expense all equipment, fuel, and chemicals necessary to perform the above services, and to maintain that equipment in good working order. The Township agrees to provide at its expense all gravel, topsoil, mulch, diamond dust, drag equipment and seed that is necessary for any of the work described above.

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 **$_____** for each year during the term of this Contract. The Township shall pay that amount at the rate of **$_____ per month** from April through October.

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.

_____ _____

Patti Lashbrook, Township Supervisor Katie Poniatowski, Township Clerk

_____

Contractor