



City of Arkansas City, Kansas

Neighborhood Services Division

118 W Central Ave | Arkansas City, KS | 67005
Phone: 620.441.4420 | Fax: 620.441.4403 | www.arkcity.org



October 14, 2024

To Whom It May Concern:

The City of Arkansas City is presently seeking individuals that are interested in the 2025 Nuisance Abatement agreement year. Agreements will be awarded based on the apparent ability to perform a quality job in a timely manner. Specifications for this bid agreement is enclosed.

If you are interested in applying for this contract, complete the enclosed request for information and return to the City Clerk no later than, **Wednesday, November 6, 2024 @ 2:00 PM.**

City of Arkansas City, Kansas
Attn: Tiffany Parsons
118 W. Central Ave
Arkansas City, KS 67005

Envelopes containing the application information should be marked, **“2025 Nuisance Abatement Application”**.

Thank you for your interest in serving our needs. If you have any questions, please contact the Neighborhood Services Division at 620.441.4420.

Thank You,

Mike Bellis
Building Official

Nuisance Abatement Bid Agreement Instructions

1. **Application Packet:** If you are interested in applying for this bid agreement application, complete the application and return to the address listed below, no later than **Wednesday, November 6, 2024 @ 2:00 PM.** Envelopes containing the application packet must be marked clearly with **“2025 Nuisance Abatement Application”**. The bid agreement opening will be on **Wednesday, November 6, 2024 @ 2:00 PM.**

City of Arkansas City, Kansas
Attn: Tiffany Parsons
118 W. Central Ave
Arkansas City, KS 67005

2. **Rejection of Application:** The City of Arkansas City reserves the rights to reject any or all applications. No applications may be withdrawn for a period of fifteen (15) days after time set for opening of bids. Contracts will be awarded based on apparent ability to perform a quality job in a timely manner.
3. **Length of Contract:** The contract shall be in effect for the 2025 calendar year, with a possibility of a one time, one year extension.
4. **Qualification of Contractors:** Before the City enters into an agreement based on the information presented, the contract must satisfy the City of Arkansas City as to the capability of performing work. Per the Employee or Independent Contractor Classification Under the Fair Labor Standards Act (FSLA), the contractor can decide to accept or decline work, hire their own workers, purchase material or equipment, or engage in other efforts to expand their business or secure more work, such as marketing or advertising. Contractors are to include with the proposal:
 - a. Mowing Services:
 - i. Hourly charge for tall grass mowing
 - ii. Hourly charge for bush hog type mowing
 - b. Junk/Rubbish Services:
 - i. Hourly charge for Junk/Rubbish clean-up.
 - c. Uninhabitable Structure Waste Separation Services:
 - i. Hourly charge for items that **are not** accepted in the Construction-Demolition Pit at the County Landfill.
 - d. Inventory list of equipment and vehicles
 - e. Three (3) references in which the contractor has previously performed work.
5. **Liability Insurance:** All contractors shall provide proof of insurance to the City of Arkansas City. Insurance of the following limits will be required to be carried by the contractor:
 - a. Workers Compensation – Statutory Limits (If Applicable)
 - i. If there are no employees, must complete the Workers Compensation Waiver
 - b. Certificate of Liability
 - i. Personal Injury: \$300,000
 - ii. Aggregate Coverage: \$600,000

Nuisance Abatement Contractor Specifications

1. Scope of Work:

- a. **Mowing:** The work shall consist of cutting tall grass and weeds on residential and commercial lots that have grass or weeds in excess of twelve (12”) inches in height per the City of Arkansas City Municipal Code. All grass and weeds shall be cut not to exceed more than four (4”) inches in height including trim work around fixed objects such as trees, walls and fences. Mowing when it is too wet or with inappropriate equipment which would leave the cut area looking shaggy or inappropriate for the surrounding location will not be acceptable. All work shall be done in a safe manner. The contractor shall be responsible and liable for any and all damage to public or private property directly attributable to work assigned.
- b. **Junk/Rubbish:** The work shall consist of removing all trash, rubbish, junk, brush and debris from the exterior of the property.
- c. **Uninhabitable Structure Waste Separation:** The work consists of separating items from the interior of the uninhabitable structure that are not accepted in the Construction-Demolition Pit located at the Cowley County Landfill.

2. **Expenses:** Expenses incurred for each job are the contractor's responsibility. Receipts for these expenses must be submitted along with the work orders. At the end of the month, all expenses related to each job should be detailed on the invoice, including the corresponding address. **Contractors are not permitted to charge for materials and/or other expenses at any vendor on behalf of the City of Arkansas City.**
3. **Notification:** The contractor will have three (3) days to cut and/or clear the assigned property after a work order has been issued to him from the City of Arkansas City. No mowing after dark.
4. **Method of Payment:** The City of Arkansas City processes payments exclusively through invoices. **Please note that statements or estimates will not be accepted for payment processing.** To ensure payment around the tenth (10th) day of the following month, all invoices must be submitted by the last day of the month.
5. **Sub-Contract:** Work shall not be assigned nor any part of the work sub-contracted without consent of the City of Arkansas City. Consent shall not relieve the contractor from obligations within the agreed specifications and instructions to the contractor.
6. **Failure to Fulfill Contract:** All work shall be satisfactorily completed to the satisfaction of the City of Arkansas City Neighborhood Services Division. If the contractor shall refuse or neglect to fulfill obligations sufficiently, the City of Arkansas City shall have the authority to take the work away from the contractor and to employ workers to complete unfinished work or reassign the work to another contractor. Expenses required to finish the work neglected by the contractor may be deducted from amount due to the contractor.
7. **Debris Removal:** All debris removal assigned by the City of Arkansas City shall be on the agreed hourly rate.

Nuisance Abatement Bid Agreement

The undersigned hereby certifies that the specifications have been examined for the 2025 Nuisance Abatement Bid Agreement and is familiar with local work conditions.

The undersigned hereby proposes to furnish all equipment, tools and labor necessary to complete the 2025 Nuisance Abatement Agreement within the City of Arkansas City, Kansas necessary to conform to agreed specifications per the City of Arkansas City Municipal Code.

Contractor Name: _____ Phone: _____
Address, City, ST, Zip: _____

Equipment/Vehicle Inventory List (Year, Make, Model):

Insurance Coverage:

- Certificate of Liability: \$300,000-Personal Injury \$600,000-Aggregate
- Workers Compensation: Yes No Waiver

Reference List:

Name: _____ Phone: _____
Address, City, ST, Zip: _____
Employed By: _____ Title: _____
Comments: _____

Name: _____ Phone: _____
Address, City, ST, Zip: _____
Employed By: _____ Title: _____
Comments: _____

Name: _____ Phone: _____
Address, City, ST, Zip: _____
Employed By: _____ Title: _____
Comments: _____

Scope of Work Services:

- 1. Mowing Services:
 - a. Hourly charge for tall grass mowing: \$ _____
 - b. Hourly charge for bush hog type mowing: \$ _____
- 2. Junk/Rubbish Services:
 - a. Hourly charge for Junk/Rubbish clean-up: \$ _____
- 3. Uninhabitable Structure Waste Separation Services:
 - a. Hourly charge for items that **are not** accepted in the Construction-Demolition Pit at the County Landfill \$ _____

The undersigned hereby agrees to furnish the required Certificate of Insurance and to enter into a contract with the City of Arkansas City, Kansas within ten (10) days after acceptance of proposal. The City of Arkansas City reserves the right to reject any or all applications.

Contractor Signature: _____

Date: _____

Print Name: _____

Title: _____

AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT

State of _____)
County of _____)

I, _____ state under oath as follows:

1. I, _____(Name of individual) operating as _____(independent contractor's business name), have agreed to provide services to _____(Contractor) during calendar year _____ .
2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting that _____(Insert contractor's name) consider my business to be that of an independent contractor; **that I am not an employee under the Workers' Compensation Act** and the policy issued by **KMIT (Insurance Carrier)**.
4. I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.
5. I agree to obtain workers' compensation and employers' liability insurance for my employees if any, or otherwise be responsible for payment of earned premium for any employees determined to be mine, unless they are otherwise determined to be exempt from the requirements of the Workers' Compensation Act.
6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that the execution of the affidavit shall establish a rebuttable presumption that {the executor} is not an employee for purposes of the Workers' Compensation Act.
8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.
9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00) per violation.

Independent Contractor Signature

Date: _____

Name: _____

Title: _____

Signature _____

Business Name: _____

Contractor signature

Date: _____

Name: _____

Title: _____

Signature _____

Business Name: _____

Notary Public

Signed and sworn to before me on this _____ day of _____, 20____ by _____

My Commission Expires: _____ Commission #: _____ Notary Public _____

This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project or any similar job/project performed for the contractor for one year from the date of notary. **Note: It is a crime to falsify the information on this form.**

EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation.

The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Do you maintain commercial general liability insurance or other business insurance?

The contractor exercises very little control over the details of your work or independence. You exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?

You are engaged in a distinct occupation or business for others. Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?

Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor.

Your occupation requires special skills, license, education or training.

The contractor does not supply the things needed to perform your job such as the tools and the place of work. Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite?

The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?

You are paid as a separate contractor, not as an employee. Do you invoice the Contractor for your services? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor?

Your work is not the regular business of the Contractor

You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?

(WRITE YES OR NO)

Signature _____
(INDEPENDENT CONTRACTOR/EXECUTOR)

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense.

Cowley County Landfill Regulations

Per KDHE Permit #148

WASTE THAT IS ACCEPTED IN THE CONSTRUCTION-DEMOLITION PIT:

- Solid waste resulting from the construction, remodeling, repair and demolition of structures, roads, sidewalks, and utilities.
- Untreated wood and untreated sawdust from any source.
- Treated wood from construction or demolition projects.
- Small amounts of municipal solid waste generated by the consumption of food and drinks at construction or demolition sites, including, but not limited to, cups, bags and bottles.
- Furniture and appliances from which ozone depleting chlorofluorocarbons have been removed in accordance with the provisions of the federal clean air act.
- Solid waste consisting of motor vehicle window glass.
- Solid waste consisting of vegetation from land clearing and grubbing, utility maintenance, and seasonal or storm related cleanup.
- Floor tile, siding, and roofing material containing non-friable asbestos.
- Metal scrap (e.g. tie strapping);
- Mobile homes and trailers (EXCEPT the tires and fuel tanks). KDHE encourages the recycling of metal components.
- Bricks, concrete, roofing materials, soil, rock, wood, wall or floor coverings, plaster, dry wall, plumbing fixtures, electrical wiring

WASTES THAT ARE NOT ACCEPTED IN THE CONSTRUCTION-DEMOLITION PIT

- Buckets (5 gallon)/drums/containers/cans (empty or full)
- Tires
- Bicycles
- Books
- TV's
- Toys
- Clothes
- Lawn Mowers
- Wheel Barrels
- Mud trap wastes from businesses other than commercial car washes.
- Bagged or bulk quantities of leaves and/or grass clippings.
- Trash bags (especially black), unless demonstrated to contain only acceptable wastes.
- Caulking tubes (empty or full)
- Aerosol cans
- Trash bags (especially black), unless demonstrated to contain only acceptable wastes.
- Caulking tubes (empty or full)
- Aerosol cans
- Appliances

ANY OTHER ITEMS NOT ON APPROVED LIST ABOVE ARE NOT ACCEPTED