



# 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.arkcityks.gov



March 19, 2018

To Whom It May Concern:

The City of Arkansas City is presently seeking individuals that are interested in the 2018 Nuisance Abatement contract year. Contracts will be awarded based on the apparent ability to perform a quality job in a timely manner. Specifications for this contract are enclosed.

If you are interested in the applying for this contract; complete the enclosed request for information, and return to the following no later than **Monday, April 2, 2018 @ 2:00 PM.**

City of Arkansas City, Kansas  
Attn: Lesley Shook  
118 W Central Ave  
Arkansas City, KS 67005

Envelopes containing the application information should be marked, “**2018 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  
Interim Building Official

## Nuisance Abatement Contractor Instructions

---

- 1. Application Packet:** If you are interested in applying for this contract; complete the application and return to the address listed below, no later than **Monday, April 2, 2018 @ 2:00 PM.** Envelopes containing the application packet must be marked clearly with “**2018 Nuisance Abatement Application.**”

City of Arkansas City, Kansas  
Attn: Lesley Shook  
118 W Central Ave  
Arkansas City, KS 67005

- 2. Rejection of Applications:** 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 No applications may be withdrawn for a period of fifteen (15) days after time set for opening of bids.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. Qualification of Contractors:** Before the City enters into a contract on the basis of information presented, the contract must satisfy the City of Arkansas City as to the capability of performing work. Contractors are to include with the proposal:
  - Mowing Services:
    - Hourly charge for tall grass mowing
    - Hourly charge for bush hog type mowing
  - Junk/Rubbish Services:
    - Hourly charge for Junk/Rubbish clean up
  - Three (3) references in which the contractor has previously performed work.
  - Inventory list of equipment and vehicles
- 4. 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:
  - Workers Compensation – Statutory Limits (If Applicable)
    - If there are no employees, must complete the Workers Compensation Waiver
  - Certificate of Liability
    - Personal Injury: \$300,000
    - Aggregate Coverage: \$600,000
- 5. Length of Contract:** The contract shall be in effect for the 2018 calendar year, with a possibility of a one time, one (1) year extension.

## Nuisance Abatement Contractor Specifications

---

1. **Description:** 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.
2. **Notification:** The contractor will have three (3) days to cut and/or clear the assigned property after a mowing order has been issued to him from the City of Arkansas City. **No mowing after dark.**
3. **Method of Payment:** All invoices must be received by the last day of the month to insure payment on or about the tenth (10<sup>th</sup>) day of the following month.
4. **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.
5. **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.
6. **Debris Removal:** All debris removal assigned by the City of Arkansas City shall be on the agreed hourly rate.

# Nuisance Abatement Contract

The undersigned hereby certifies that the specifications have been examined for the 2018 Nuisance Abatement contract and is familiar with local work conditions.

The undersigned hereby proposes to furnish all equipment, tools and labor necessary to complete the 2018 Nuisance Abatement Contract 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: \_\_\_\_\_

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: \_\_\_\_\_

Employed By: \_\_\_\_\_ Title: \_\_\_\_\_

Comments: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Employed By: \_\_\_\_\_ Title: \_\_\_\_\_

Comments: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Employed By: \_\_\_\_\_ Title: \_\_\_\_\_

Comments: \_\_\_\_\_

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: \_\_\_\_\_ Phone: \_\_\_\_\_

# AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT

State of Kansas )  
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  
City of Arkansas City, Kansas (Contractor) during calendar year 2018.

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 City of Arkansas City, KS (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

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_ Business Name \_\_\_\_\_

## Contractor signature

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
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.**

1. 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?
2. 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?
3. 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?
4. 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.
5. Your occupation requires special skills, license, education or training.
6. 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?
7. 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?
8. 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?
9. Your work is not the regular business of the Contractor
10. 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?**

\_\_\_\_\_ Signature \_\_\_\_\_  
(WRITE YES OR NO) (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.