

ON-CALL SERVICE AGREEMENT

This On-Call Service Agreement ("Agreement") is made and entered into this 24th Day of July 2025 by and between:

City of Concordia Missouri

A municipal corporation under the laws of the State of Missouri

Concordia

618 N Main Street Concordia, MO 64020

AND

Smico Services LLC

A Missouri Limited Liability Company

Smico Services LLC

211 SW 7th Concordia, MO 64020

RECITALS

WHEREAS, the City requires access to certain services on an as-needed, on-call basis for various municipal needs;

WHEREAS, the Contractor is qualified and experienced in providing such services;

WHEREAS, the City desires to retain the Contractor to provide these services on an on-call basis, and the Contractor is willing to do so under the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

- 1.1 General Description: The Contractor agrees to provide the City with on-call services in the following general categories: City owned sanitary sewer collection and treatment, along with City owned water collection and treatment project. Professional services related to infrastructure items listed above.
- 1.2 Specific Tasks: Specific services to be performed under this Agreement will be defined by individual task orders or work orders ("Task Orders") issued by the City.
- 1.3 No Guaranteed Work: This Agreement does not guarantee that the City will provide the Contractor with any specific amount of work or any work at all.

- 1.4 Compliance: The Contractor shall perform all services in accordance with all applicable federal, state, and local laws, regulations, and ordinances, including prevailing wage requirements where applicable.

2. TERM OF AGREEMENT

- 2.1 Effective Date: This Agreement shall become effective on the date first written above.
- 2.2 Duration: This Agreement shall remain in effect for a period of two years from the effective date, unless terminated earlier as provided herein.
- 2.3 Extensions: The term of this Agreement may be extended by written agreement of both parties.

3. TASK ORDERS

- 3.1 Issuance of Task Orders: When the City requires specific services within the scope of this Agreement, it shall issue a Task Order to the Contractor.
- 3.2 Content of Task Orders: Each Task Order shall describe the specific services to be performed, the timeframe for completion, the compensation structure (e.g., fixed price, not-to-exceed time and materials based on unit prices), and any other relevant details.
- 3.3 Contractor Acceptance: The Contractor shall indicate acceptance of a Task Order by providing a signed quote or written confirmation.

4. COMPENSATION

- 4.1 Payment: The City shall compensate the Contractor for services rendered under each Task Order in accordance with the terms specified in the Task Order.
- 4.2 Invoices: The Contractor shall submit invoices to the City for services performed, detailing the services provided and the corresponding compensation.
- 4.3 Payment Schedule: Payment shall be made according to the payment schedule outlined in each Task Order or, if not specified, within 30 days of the City's receipt of a proper invoice.

5. INDEPENDENT CONTRACTOR STATUS

- 5.1 Independent Contractor: The Contractor is an independent contractor and not an employee, agent, or partner of the City.

- 5.2 Control of Work: The Contractor shall have control of the work and the manner in which it is performed, subject to the City's direction as to the desired results.
- 5.3 Taxes and Benefits: The Contractor is solely responsible for all taxes, insurance, and other benefits related to its employees and operations.

6. INSURANCE

- 6.1 General Requirements: The Contractor shall maintain appropriate insurance coverage as required by the City, including general liability, workers' compensation, and professional liability insurance.
- 6.2 Proof of Coverage: The Contractor shall provide the City with proof of insurance coverage upon request.

7. INDEMNIFICATION

- 7.1 Indemnification: The Contractor shall indemnify and hold harmless the City from any and all claims, liabilities, damages, and expenses arising from the Contractor's performance of services under this Agreement.

8. TERMINATION

- 8.1 Termination for Cause: Either party may terminate this Agreement for cause if the other party breaches any material term of this Agreement and fails to cure the breach within a reasonable time after receiving written notice.
- 8.2 Termination for Convenience: The City may terminate this Agreement for convenience at any time by providing written notice to the Contractor.
- 8.3 Payment upon Termination: If the Agreement is terminated, the Contractor shall be paid for services rendered up to the date of termination, subject to satisfactory performance.

9. MISCELLANEOUS

- 9.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of [State Name].
- 9.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.
- 9.3 Amendment: This Agreement may only be amended by written agreement signed by both parties.

- 9.4 Notices: All notices and communications under this Agreement shall be in writing and delivered to the addresses specified above.
- 9.5 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Concordia Missouri

By: _____

Name: _____

Title: _____

Smico Services LLC

By: _____

Name: _____

Title: _____

EXHIBIT A - DESCRIPTION OF SERVICES, EXHIBIT B - COMPENSATION SCHEDULE

Type of Service	Normal Hourly Rate	After Hours Rate (7a-4p CDT)	Federal Holiday Rate
Jetting/ Vacuum Service with operator	\$300.00	\$342.00	\$375.00
CCTV inspection with technician	\$95.00	\$122.00	\$173.00
Smoke Testing	\$125.00	\$189.50	\$205.00
Dye Testing	\$85.00	\$129.50	\$170.00
Bye Pass Pumping	\$60.00	\$92.50	\$130.00
Hydro Excavation with operator	\$125.00	\$189.50	\$220.00
GIS data collection	\$60.00	\$92.50	\$125.00
Locating services	\$60.00	\$92.50	\$125.00
Mini Excavator, with operator	\$135.00	\$212.50	\$290.00
Excavator with operator	\$255.00	\$279.50	\$326.00
Dump Truck with driver	\$180.00	\$273.00	\$360.00
Skid Steer with operator	\$125.00	\$189.50	\$216.00
3d camera inspection	\$60.00	\$92.50	\$123.00
Service Truck with technician	\$135.00	\$212.50	\$220.00
Laborer	\$50.00	\$77.50	\$102.00
Operator	\$65.00	\$99.50	\$132.00
Technician	\$70.00	\$107.00	\$145.00

- All hourly rates during normal operating hours are 2 hours minimum.
- All hourly rates after hours and Federal Holidays have 4 hours minimum.
- Bye pass pumping initial set up based on pump size, and discharge length.