RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached agreement between the City of Florence and Magnolia River Services, Inc., to provide professional services for the creation of a mobile application work order management system for Farm Tap Inspections and Leak Repairs for the City of Florence Gas Department in the contract amount of \$17,500.00 and is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor and City Clerk are hereby authorized, respectively, to execute and attest such Agreement on behalf of the City of Florence.

ΑI	DOPTED this the	day of		, 2025.

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			CITY COU	ICIL
	APPROVED this	the	day of	, 2025.
			MAYOR	
ADOPT	FED & APPROVED this	s the	day of	, 2025.
			CITY CLERK-TREA	SURER

Client Order Number 2025.001 issued under Client Contract

Date Issued: February 10, 2025

Client: City of Florence, Alabama

Magnolia River: Magnolia River Services, Inc.

Client Contract: Services Agreement by and between Client and Magnolia River dated April 29, 2024, and any amendments thereto.

Project Name: FlowGIS Workflows for Farm Tap Inspection and Leak Repairs

Work to Be Performed by Magnolia River:

Magnolia River will configure and implement six (6) forms in the FlowGIS mobile application for the Client. Magnolia River will create and configure fourteen (14) reports in FlowGIS Dashboard for the Client. Magnolia River will create and configure eight (8) rules in GeoTask for the Client.

Six (6) forms and applicable database tables are to be created to support these forms.

- 1. Leak Report Figure 2
 - a. Magnolia River will create a new point feature class called *LeakReport*.
- 2. Leak Investigation / Repair Figure 3
 - a. Magnolia River will create a new table called *LeakInvestigationRepair*. This table will be related to the LeakReport feature class.
- 3. Leak Repair Recheck Figure 4
 - a. Magnolia River will create a new table called *LeakRecheck*. This table will be related to the LeakReport feature class.
- 4. Farm Tap Inspection Figure 5
 - a. Magnolia River will create a table class called *FarmTapInspection* and it will be related to the preexisting FarmTap feature class.
- 5. Farm Tap Maintenance Figure 6
 - a. Magnolia River will create a table class called *FarmTapMaintenance* and it will be related to the preexisting FarmTap feature class.
- 6. Leak Survey Breadcrumb Figure 7
 - a. Magnolia River will create a new line feature class called *LeakSurvey*. This form will be an out of the box solution from Magnolia River.

Any additional customization will be subject to additional charges.

Form development and implementation activities shall not exceed (NTE) ten (10) working business days. Additional software design, configuration, and setup will be subject to rates established in the then current Rate Schedule between Magnolia River and the Client.

Magnolia River will create the following fourteen (14) reports for the client.

- 1. Previous Year Leaks
- 2. Current Year Leaks
- 3. Full History Leaks
- 4. Open Leaks
- 5. Previous Year Leak Repairs
- 6. Current Year Leak Repairs
- 7. Full History Leak Repairs
- 8. Current Leak Investigations
- 9. Previous Year Leak Repair Follow Up
- 10. Current Year Leak Repair Follow Up
- 11. Full History Leak Repair Follow Up
- 12. Previous Year Farm Tap Inspections
- 13. Current Year Farm Tap Inspections
- 14. Full History Farm Tap Inspections

Report development and implementation activities shall not exceed (NTE) five (5) working business days. Additional software design, configuration, and setup will be subject to rates established in the then current Rate Schedule between Magnolia River and the Client.

Magnolia River will create and configure the following eight (8) rules in GeoTask for the Client.

- 1. Collect Leak Report
- 2. Grade 1 Leak Repair
- 3. Grade 2 Leak Repair
- 4. Grade 3 Leak Repair
- 5. Leak Repair Re-Check
- 6. Farm Tap Inspection
- 7. Collect Leak Survey Breadcrumb

GeoTask Rule development and implementation activities shall not exceed (NTE) five (5) working business days. Additional software design, configuration, and setup will be subject to rates established in the then current Rate Schedule between Magnolia River and the Client

Work Assumptions:

- The content and behavior required for each form will be documented and provided to Magnolia River's Project Manager by the Client. Once agreed upon, any changes to content and behavior will be subject to additional charges.
- All work and meetings will be conducted remotely.
- Magnolia River will review the requirements of each form, develop it, and review it
 with the Client for accuracy. Changes requested after requirements are agreed upon
 will be subject to additional charges.

- The Client will be expected to meet weekly with Magnolia River staff to review project progress and deliverables. Day and time of meetings will be set during the project kickoff meeting.
- Any customization to out of the box forms will be subject to additional charges.
- The content and behavior of each form will be developed based on the capabilities available in the most recent release of FlowGIS application.
- If certain capabilities do not exist in the most recent release of FlowGIS but exist in a development build and are planned to be released soon, the Client will be informed accordingly. In such a case, the Tech Lead and the Client will decide whether it would be necessary to wait and develop the new form or functionality after such capability is being released to production.
- Once a Form, Rule, or Report is delivered to the Client, Magnolia River will send notice to the Client. The Client will have five (5) working business days to approve the deliverable. If no revisions or approvals have been sent to Magnolia River after five (5) working business days, it will be considered approved by the Client. Any changes that were not agreed upon by the Client and Magnolia River will be subject to additional charges.
- If certain capabilities that are required by the Client do not exist in the most recent FlowGIS release and it is not on the roadmap for a release soon, the Client will be informed accordingly.
- Any work beyond this Client Order's scope will be charged as outlined in the then current rate schedule between the Client and Magnolia River.
- Non-GSA travels costs and Other Direct Costs (ODC), such as equipment rental, software purchases, subcontractor fees, etc. that are incurred during the project will be invoiced separately at cost plus 15%.

Deliverables:

- Leak Workflow
 - Leak Report Form
 - Leak Investigation / Repair Form
 - Leak Repair Follow Up Form
- Leak Survey Breadcrumb Form
- Farm Tap Inspection Form
- Farm Tap Maintenance Form
- Fourteen (14) Dashboard Reports
- Eight (8) GeoTask Rules

Delivery Date(s): 30 days from the date the Client Order is fully executed.

Compensation to Be Paid to Magnolia River:

Charges for this Work shall be paid on a firm, fixed price basis in the amount of \$17,500.00. Additional work will be subject to rates established in the then current rate schedule between Magnolia River and the Client.

Invoicing and Payment Terms: Terms are Net 30, with the first fifty (50) percent being invoiced at the start of the project and the remaining fifty (50) percent invoiced at the completion of work.

Insurance Requirements: Client's insurance requirements for Magnolia River shall be included in each Client Order executed by the Parties. In the absence of such insurance requirements, Magnolia River shall maintain the below uniform coverage and limits, at a minimum. Upon the request of Client, Magnolia River shall provide evidence of insurance to Client, and such evidence of insurance shall list Client as an additional insured.

General Liability	\$1,000,000
Umbrella Insurance (insuring	\$5,000,000
over auto liability and general	
liability)	
Professional Liability	\$5,000,000
Auto Liability	\$1,000,000
Cyber Liability	\$2,000,000
Workers' Compensation	Statutory Requirement

Other Pertinent Information: Magnolia River reserves the right to terminate and/or suspend all or part of this Client Order upon a material breach of the Client Contract by Client. If Magnolia River elects to terminate or suspend all or part of this Client Order, Magnolia River shall be entitled to be paid for time and materials actually worked, or if the Client Order is for a lump sum/fixed fee, Magnolia River shall be entitled to be paid for that percentage of the work order actually completed. Client waives and releases any and all claims against Magnolia River for loss of profits, incidental, special, exemplary, or consequential damages that result from the early termination or suspension of all or part of this Client Order.

Client	Magnolia River
Ву:	By:
Print Name:	Print Name:
Its:	Its:

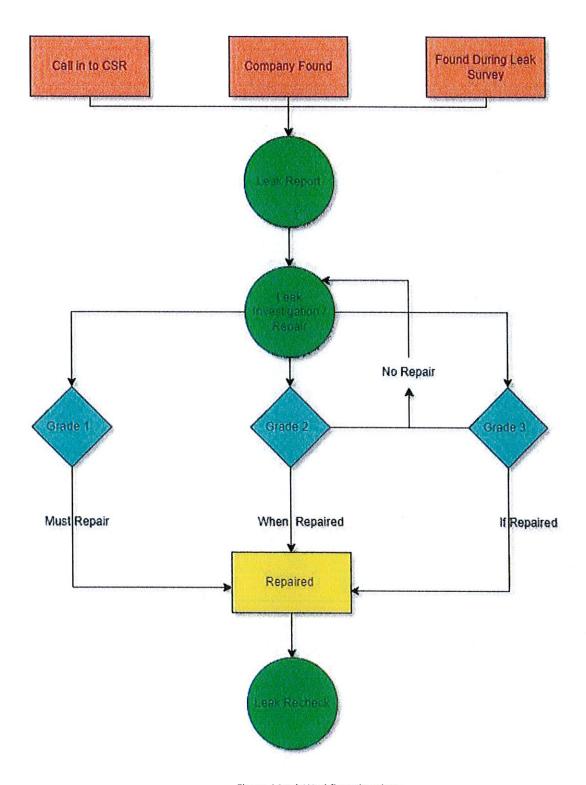


Figure 1 Leak Workflow Flowchart

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Figure 2 Collect Leak Location

Leak Investigation / Repair Leak Euror Vest No Service Vest No

Figure 3 Leak Investigation / Repair

Text day

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Gots of Repair

Leak Re-Check

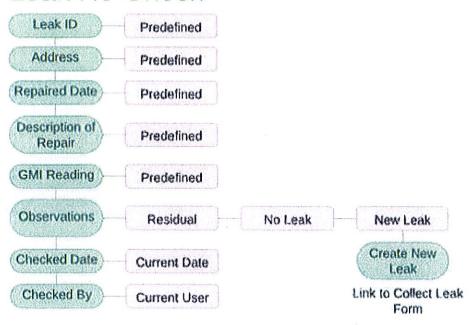


Figure 4 Leak Re-Check

Farm Tap Inspection

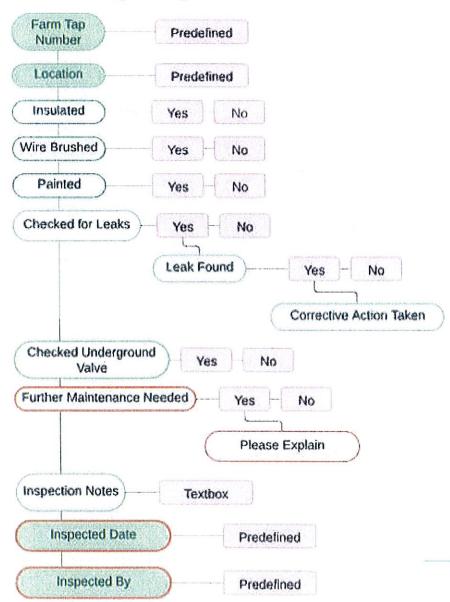


Figure 5 Farm Tap Inspection

River Farm Tap Maintenance

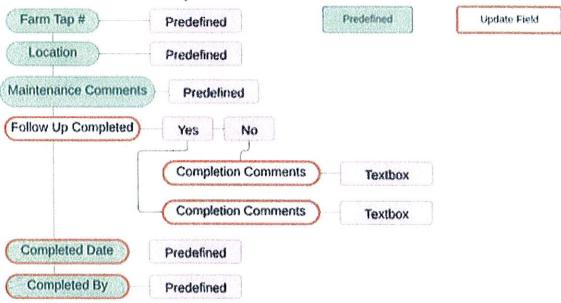


Figure 6 Farm Tap Maintenance

Leak Survey Breadcrumb

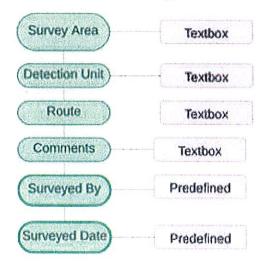


Figure 7 Leak Survey Breadcrumb