

Exhibit A-1

Statement of Work: City of Greenfield, IN

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1 DEFINITIONS

Beehive – Beehive Industries LLC

City – City of Greenfield, IN

City Team – City staff who represent the overall interests of the City of Greenfield

Module Team – City staff who represent the interests of a specific division, or functional group

2 FUNCTIONAL GROUPS / MODULES

This Statement of Work (SOW) covers the scope outlined in the RFP, including the following modules to manage City’s Wastewater Collection network and related features, the Wastewater Treatment facility and associated assets, related buildings and grounds, and the City’s Streets Department.

3 GENERAL TERMS & SERVICES

The following services are included as part of the **first-year implementation and deployment** of Beehive Software. A general order of operations is found in the table below in [Section 5.4](#).

- Beehive to provide the City with a hosted work order and asset management software platform
- Kick-off meeting and follow-up meetings to establish timelines and develop an understanding of City workflows and staff needs for proper system configuration
- Data conversion, system integrations, system configuration, & other system enhancements listed below in [Section 4](#).
- A User Acceptance Testing (UAT) version of Beehive to allow the City to validate correct data mapping, workflows, and other configurations
- Initial onsite training and go-live support
- Unlimited ongoing remote training and support will be provided as needed at no additional cost.

3.1 DELIVERY AND TERMS OF SERVICE

- Initial Term: 12 Months. From the effective date of the Services Agreement
- Implementation will commence upon receipt of signed acceptance of the Agreement

3.2 PAYMENT TERMS

- City will be invoiced per Fee Schedule found in [Section 8](#) below.
- Payment is due upon receipt. Any payment that is not received within 30 days from receipt may be subject to a late fee of .67% per month or the maximum amount allowed by law.

3.3 RENEWAL

The annual License and Maintenance will begin automatically at the end of the initial term and annually thereafter. Renewal terms and pricing will be for the same period and duration as the initial term of this agreement. Beehive Industries is responsible for invoicing approximately 30 days prior to the renewal date. In the event of any allowable contract or pricing change, Beehive Industries will be responsible for communicating such changes 60 days prior to the renewal date.

The City may cancel the License and Maintenance with written notice to Beehive Industries up until 30 days prior to the renewal of the agreement. License and Maintenance is provided on an annual basis in advance and is not subject to being prorated. In the event of a cancelation, Beehive will provide Licensee access to, and the ability to export, the Licensee's Data for 90 days at Beehive's then-current rates for the applicable Software if that period extends beyond the contract term. Alternatively, Beehive will export data on the City's behalf at no cost, during that 90-day post-license period.

3.4 LICENSE AND MAINTENANCE

Throughout the duration of this agreement, Beehive will provide the following services:

- Software License for all purchased modules as indicated in [Section 2](#) above
- Hosting hardware and technologies
- File storage for system resources or public attachments
- Data transfer fees
- Cloud management
- Third-party licensing required for hosting

License is provided from the effective date of this agreement. Renewal of software maintenance will occur 12 months from the effective date of this agreement. Terms of the standard and then current Beehive End User License Agreement (EULA) located here at <http://beehiveindustries.com/eula.pdf> shall apply to and govern all Beehive software licenses.

3.5 TECHNICAL SUPPORT AVAILABILITY

Beehive will provide unlimited technical support for Beehive software available via email, phone and remote help. They system is monitored 24/7, with technical support available to the City from 8:00 AM – 6:00 PM EST during normal business days.

3.6 SOFTWARE UPDATES

At its own discretion, Beehive may from time to time, enhance the features of the licensed modules independent of other contract requirements. All enhancements are provided free of additional charge to our customers. This does not extend to unlicensed modules or module extensions. Included modules can be found in [Section 2](#) above.

4 CONVERSION, INTEGRATIONS, CONFIGURATION, & MOBILE

4.1 DATA CONVERSION

Beehive will convert existing Pubworks digital data into the Beehive system at no additional cost to the City. Although Beehive may assist, it is the responsibility of the City to deliver any source data to Beehive. Other data may also be converted as part of this project, provided it meets the conditions below:

- Aerial imagery:
 - Maximum of 2 years of images; one set per year.
 - Must be in standard formats (.jpg, .tiff, .mrsid, or .ecw).
- Shapefiles (.shp) or geodatabase (.gdb) files containing feature and base data :
 - Objects must contain geometry information.
 - Data must exist in a known coordinate system.
 - Base data layers should be relevant to software being deployed.
- Other digital feature data (.xls, .mdb, other databases, etc.) may be able to be converted, dependent on data quality.
- Attachments (video, photos, as-builts, other documents, etc.):
 - Must be able to be tied to an individually identifiable feature, activity or event
- Events (historical):
 - Must be able to be tied to an individual feature.
 - All events will use the standard event form. In the case of any MACP or PACP data, all event data will use the industry standard MACP/PACP formats. If custom event forms are required, please see the Additional Options section below.

4.1.1 Additional Services

Beehive is happy to partner with you to provide additional value-added data to your installation. Additional fees *may* apply for these additional services. These options include, but are not limited to:

- Custom event forms
- Custom reports
- Additional years of aerials
- Additional base layer data
- Additional feature data import, after initial deployment
- Newly acquired data
- Assistance with physical data conversion

4.2 INTEGRATIONS

4.2.1 ESRI

We have briefly described the three methods of integration with Esri products here. Summarized, those three options are:



- Beehive is the geometry master: Edits & changes are made in Beehive pushed into Esri.
- Esri is the geometry master: Edits & changes are made in Esri pushed into Beehive.
- Bi-directional synchronization: This option syncs changes that occur in either Beehive or Esri using bi-directional synchronization through a direct connection between Beehive Sync Services and Esri FeatureServiceSync.

We would be happy to walk through the pros and cons of all options with the City.

4.2.2 Granite NET

An integration with Granite Net is also included. This integration will import PACP inspections and videos into the appropriate asset, assuming a unique identifier is present.

4.3 SYSTEM CONFIGURATION

Beehive will configure the standard software platform to meet City needs and workflows. While pre-project discussions provide insight to these requirements, true understanding of configuration requirements are discovered during implementation as specifics are discussed between Beehive and the City Team. Beehive will work with the City to establish initial configurations. After the City reviews the UAT, Beehive will adjust the configurations based on City feedback. Once both parties agree the system is ready, Beehive will be deployed. Post deployment, the City will have another opportunity for additional configuration refinement as real-world practice will lead to new discoveries. In addition, the City will have an opportunity for additional rounds of configuration as part of each annual license agreement. Configurations are defined as system tunings that don't require code changes. Should the City wish to make an enhancement that requires a code change, this may result in a Change Order, described below in [Sections 6](#) and [8.1.1](#).

5 DEPLOYMENT

5.1 METHODOLOGY

This project will be tracked using a timeline method that matches tasks with due dates and ownership. Tasks will be owned by one individual ensuring that nothing slips through the cracks. Different from a waterfall methodology, it's important to note that some tasks can and should be performed concurrently.

Tasks are broken into three stages: Planning, Data Conversion & Configuration, and Client Go-Live. Beyond the Go-Live date, we always anticipate a period of configuration and customization tuning and additional trainings as needed. Certain integrations may also occur after Go-Live.

5.2 ASSET MANAGEMENT STANDARDS REVIEW

Beehive shall conduct a Standards review, guiding staff through asset management considerations that are independent of software or deployment. This session can establish common baseline of standards and practices to increase the overall quality, success, and adoption of asset management in your City. Topics can include:

- Asset Lifecycle
- Confidence Levels
- Condition Assessment
- Criticality
- Data Quality Auditing
- Event Typing
- Work Orders and Workflow Best Practices

5.3 PROJECT RESPONSIBILITIES

Both Beehive and the City will have specific responsibilities over the course of the project.

5.3.1 Beehive Responsibilities

5.3.1.1 Stage 1: Planning

- a. With City Team Lead, confirm/establish timeline and project plan.
- b. Schedule routine deployment check-in meetings
- c. Lead a series of discussions to help define scope, schedule, and responsibilities
- d. Conduct remote meetings, interview interested parties, identify workflows
- e. Preliminary review of data
- f. Maintain all project documents, including the data conversion and configuration (DCC) document and project timeline

5.3.1.2 Stage 2: Data Conversion, Configuration, & Validation

- a. Draft preliminary data conversion and configuration (DCC) document
- b. Review with City Team
- c. Communicate data questions, concerns, or decision options to City Team
- d. Train City Team on data validation using User Acceptance Testing (UAT)
- e. React and revise based on data validation feedback
- f. Get sign-off on UAT

Data review will be performed by the City Team and/or others they may designate. The City Team will receive individual training from Beehive through the UAT review process, so they are well equipped to understand the product and how the data is being handled.

5.3.1.3 Stage 3: Client Go-Live

- a. With the City Team, schedule remote and onsite training sessions
- b. Conduct training sessions
- c. With the City Team, coordinate go-live week

Beehive shall perform initial remote training sessions in the days prior to going live. These first sessions give end users a taste of Beehive without subjecting them to ongoing remote training. Once onsite, the Beehive staff will offer live training sessions. These in-person training sessions are module-specific and take a deeper dive into workflows. This initial onsite training is included and corresponds with Go-Live support, covering 3 days and multiple sessions. Additional onsite workshops or training are available for additional cost, as outlined in [Section 8.1.2](#).

For the Module Team leaders, some element of training will have already occurred to provide a platform for UAT validation. This task completes and formalizes training for the remaining members of the functional group.

Whereas training on enterprise software often requires intense day-long sessions, we recommend shorter, but more frequent training. This allows users quick success in early training and use in production, which then prepares them for more advanced training.

Training times will be coordinated by the Beehive Deployment Manager and the City Team Lead to find mutually available times. Module leaders, although already trained, will typically attend training sessions for the remaining staff to provide input and support.

As indicated above in Section 3, Beehive will provide unlimited remote training to the City at no additional cost.

5.3.2 Client Responsibilities

- a. City to communicate with Beehive team to determine members of the City Team
- b. Assign a City Team Lead for this deployment; this person will be the primary contact for Beehive for the duration of the software deployment
- c. Participate in routine deployment check-in meetings
- d. Review and provide feedback as requested and execute on any assignments
- e. Establish expectation in all functional groups that Beehive team members are to be given access to all data, reports, processes, and workflows.
- f. Provide clarification of upper management initiatives or standard that impact this module

5.3.3 City Team Makeup

The City Team has responsibilities in the overall success of the project and will need to provide input and effort through the entire project. In cooperation with Beehive, this team will keep a pulse on the overall health and pace of the project, as well as identify upper management needs. It is possible that the members of the City Team will need to change as the project goes along based on better understanding of the project needs and team aptitudes.

Responsibilities include:

- Attendance at routine deployment check-in meetings identified above
- Consistently communicating management commitment to the project to all participants
- Quickly and clearly communicating concerns about Beehive performance
- Participation in adjustments to scope, schedule, or expectations

Minimally, this team would include some combination of:

- Representative(s) of upper management with the authority to approve scope and schedule changes
- Representative(s) of individual modules
- Staff members who are assigned to ensure consistent use of certain features across modules within the department to ensure that management visibility is maintained and that cross-division KPIs provide consistent results. We may refer to these users as “module leaders”.

5.3.4 Assumptions

- a. Implementation of any functional group will draw from any features and functions available within the Beehive platform at the outset of the agreement.
- b. Although review and mapping of client data to Beehive structures will be a collaborative process, the client is ultimately responsible for client data definition
- c. Conversion of data will be limited to data that is supported by the features and functions available within the Beehive platform at the outset of the agreement. Should the City wish

to convert proprietary data, City is responsible to convert that data into a non-proprietary, standard format.

5.4 TIMELINE

A general order of operations is found in the table below. This order is a general guide and may differ from the project with the City. Once the project has begun and the BDM has reviewed the City's data, Beehive will be able to provide an estimation of dates for the major milestones.

CPM = Client Project Manager / BDM = Beehive Deployment Manager

| # | Task | Owner | Comments |
|--------------------------------------|---|-----------|---|
| Stage 1: Planning – Phase One | | | |
| 1 | Project Kick-off Call | CPM & BDM | This call covers introductions and establishes next steps for both parties. |
| 2 | Client to send data to Beehive for review | CPM | It should be noted that data may have already been received by Beehive during the contract phase. Depending on the age of the data, a fresh data set may be ideal. It is also important to note that the data <i>schema</i> should not change during this deployment process because the conversion design will be based on the schema we receive. If changes are expected, they will need to be built into the timeline. |
| 3 | Pre-Project Calls | CPM | As needed. |
| 4 | Finalization of project timeline | BDM | Following the review of client data, the timeline can be finalized to meet client needs and Beehive resources. |
| 5 | Beehive review of client data and creation of <i>data conversion and configuration</i> (DCC) document. At completion, document sent to client team for verification and validation. | BDM | This process is collaborative; BDM is working with client team throughout. |
| 6 | Client team to provide feedback on DCC document and ultimately sign off on the document. | CPM | This includes agreement on configuration of standards within Beehive (life cycles, statuses) as well as event types and feature property mapping. |
| 7 | After final edits, BDM to deliver final DCC document to Beehive data conversion specialists | BDM | |

Stage 2: Data Conversion & Validation

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|----|--|-----|--|
| 8 | Beehive data team to deploy all base and feature data to core application, as well as set client configuration per the DCC doc. | BDM | |
| 9 | BDM to validate the initial conversion and hand any changes back to the Beehive data team. | BDM | |
| 10 | Beehive data team to push converted data to User Acceptance Testing (UAT) environment | BDM | |
| 11 | Beehive and client team to coordinate UAT installations on client machines where UAT testing will take place. | BDM | This often requires members of the Beehive Support team as well as the client IT team. This is a full installation of Beehive, pointed at a UAT database. |
| 12 | Beehive to demo the converted data and train client core team members on Beehive Core functionality. This is typically a 90-minute remote session. | BDM | This audience is up to the client and will provide the core team a first chance to see the data in Beehive. Following training, users may begin to explore within the application. |
| 13 | Client validating data in Beehive Core. Client to provide any feedback/questions to Beehive. | CPM | UAT users should review features, events, and attachments (as applicable), configuration as discussed in the DCC document, and reports/queries. |
| 14 | BDM to note any changes for the final conversion and provide those to the Beehive data team | BDM | |

Stage 3: Client Go-Live

| | | | |
|----|--|------|---|
| 15 | Client to send final data for conversion | CPM | No changes should be made to existing data after this point. |
| 16 | End-User Training | BDM | Beehive to train end users in all functional departments |
| 17 | Administrative Training | BDM | Beehive to train Administrators and other heavy users for advanced functionality and reporting. |
| 18 | Beehive Go-Live | Both | |
| 19 | Ongoing training, follow-up, and support | | Maintenance phase – post-deployment customizations and Q&A. |

6 CHANGE MANAGEMENT

Changes – Involve No Financial Changes

1. Can be approved by the City in collaboration with Beehive.
2. After verbal agreement, Beehive will initiate an email to City outlining the change.
3. A member of the City will reply with approval.
4. Changes will be noted in project updates.

Changes Involving Reductions in Cost to the City

1. Must be approved by the City Administrative Team in collaboration with Beehive.
2. After verbal or email agreement, Beehive will initiate a document describing the change.
3. Signed documents provided to both parties & changes will be noted in project updates.

Changes Involving Increases in Cost to the City

1. Must be approved by the City Administrative Team in collaboration with Beehive.
2. After verbal or email agreement, Beehive will initiate a document describing the change.
3. Signed documents provided to both parties & changes will be noted in project updates.

7 SOFTWARE REQUIREMENTS

By design, Beehive limits the burden frequently bestowed upon IT departments. This includes limiting hardware requirements to the technology usually already being leveraged by the City. Both the software and hardware requirements for this project are included in this section.

All Beehive user software is accessed via a web browser. Whereas Beehive may run effectively on other browsers or versions, Beehive testing is performed against the latest versions of:

- Chrome
- Edge
- Safari

8 FEE SCHEDULE

| Phase | Amount |
|--|-----------------|
| Contract Execution (WW \$4,275 + Streets \$725) | \$5,000 |
| 60-Days (WW \$4,275 + Streets \$725) | \$5,000 |
| 90-Days (WW \$4,275 + Streets \$725) | \$5,000 |
| Go-Live & Training of First Module (WW \$4,845 + Streets \$825) | \$5,670 |
| First-year Total: | \$20,670 |
| Annual License & Maintenance – Begins 12 months after contract execution and every 12 months going forward, until canceled by City. | \$13,680 |

8.1.1 Additional Hourly Fees (Optional)

Should the City request services beyond the scope of the project (sans new modules), Beehive will provide a cost based on the requirements to complete the request. These costs are based on the following rates:

- Support: \$56/hour
- Analyst: \$78/hour
- Developer: \$112/hour

8.1.2 Additional Onsite Fees (Optional)

While onsite training and deployment assistance are included as part of the project, the City can request additional onsite presence. Costs invoiced will be calculated based on the number of staff needed for these onsite efforts and the number of days they spend working with City staff on site, as follows:

- \$500 flat fee
- \$250 - \$500 fee, per night (based on local seasonal fluctuations)
- \$125 per hour, per Beehive employee onsite

Below are a few common requests for one Beehive employee onsite:

- 1 full day (with 1 night) = \$1750 - \$2,000
- 1.5 days (1 nights) = \$2,250 - \$2,500
- 1.5 days (2 nights) = \$2,500 - \$3,000
- 2 full days (2 nights) = \$3,000 - \$3,500

8.1.3 Fee Breakdown

Wastewater Utility

| | |
|--|----------|
| Total First-year Project Cost – Implementation & Deployment | \$17,670 |
| Annual License, Maintenance & Service (12 months after Initial Term) | \$11,880 |

Streets Department

| | |
|--|---------|
| Total First-year Project Cost – Implementation & Deployment | \$3,000 |
| Annual License, Maintenance & Service (12 months after Initial Term) | \$1,800 |

Total

| | |
|--|----------|
| Total First-year Project Cost | \$20,670 |
| Annual License, Maintenance & Service (12 months after Initial Term) | \$13,680 |