

STATE OF TEXAS	§	FIRST AMENDMENT TO A CONTRACT
	§	BETWEEN CITY OF SAN ANTONIO AND
COUNTY OF BEXAR	§	HEROSPACE DIGITAL CONSULTING, LLC.

This Amendment to a Contract ("First Amendment") is hereby made and entered into by and between the **CITY OF SAN ANTONIO, TEXAS ("City")**, a Texas Municipal Corporation, and **Herospace Digital Consulting, LLC ("Contractor")**, referred to herein as "Party" or the "Parties".

#### RECITALS

**WHEREAS**, City and Contractor entered into a Contract (the "Contract") authorized by City of San Antonio by and through Ordinance No. 2022-06-23-0494 passed and approved on June 23, 2022, and Ordinance No. 2023-04-06-0210 passed and approved on April 6, 2023; and

**WHEREAS**, the purpose of the Contract, is to provide Contractor with SLFRF funding to: provide the City with subsite design, development, and related services; and to support small business owners in expanding their digital marketing knowledge, online presence to improve their long-term resiliency and support their continued recovery from the pandemic; and

**WHEREAS**, the Parties now seek to amend a portion of the Contract, in accordance with Article XXII. Amendments; and

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and terms contained herein, the Parties hereby agree to amend the Contract, as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this First Amendment and made a part hereof by this reference.
2. **Defined Terms.** All capitalized terms used in this First Amendment without definitions herein shall have the meanings assigned to such terms in the Contract.
3. **Extension of Term.** The Parties agree to extend the term of the Contract to terminate on September 30, 2024.
4. **Amendment.** The Parties hereby amend the Contract by replacing all instances of the term "SLFRF Funds" with the term "Contract Funds" in the entirety of the Agreement.
5. **Amendment to Section 4.1.** Section 4.1 of the Contract is hereby amended to read as follows:
  - 4.1 In accordance with ARPA, SLFRF, and the Final Rule of the SLFRF, and in consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by the Director of the Managing City Department of all services and activities set forth in this Contract, City agrees to pay Contractor a total Contract amount not to exceed **SIX HUNDRED EIGHTY TWO THOUSAND SIX HUNDRED FIFTY DOLLARS AND NO CENTS (\$682,650.00)** ("Contract Funds"), in accordance with the applicable Budget for the Project, to be paid to Contractor on a deliverable-based schedule, as follows:

- (A) An amount not to exceed \$532,650 (“ARPA Funds”) of City SLFRF ARPA Funds, in accordance with the terms and conditions of this Contract and for services as further defined in in Attachment II. Scope of Work – Small Business Web Presence Implementation, payable in accordance with the following schedule:

<b>Deliverable and Description</b>	<b>Deliverable Due Date</b>	<b>Cost</b>
1. Following execution of this Contract by both parties	April 27, 2023	\$213,060.00
2. Following submission of subsite draft	June 23, 2023	\$79,897.50
3. Following the subsite being moved to live production	October 18, 2023	\$79,897.50
4. Following submission of proof that 125 one-hour consultations have been completed	Performance dependent deliverable	\$79,897.50
5. Following submission of proof that all one-hour consultations have been completed and 75 small business websites have been built	September 30, 2024	\$79,897.50
<b>SUBTOTAL</b>		<b>\$532,650.00</b>

- (B) An amount not to exceed \$150,000.00 (“General Funds”) of City General Funds, dedicated exclusively to facilitate services for businesses affected by City identified construction projects, in accordance with the terms and conditions of this Contract and for services as further defined in Attachment II. Scope of Work – Construction Mitigation Corridor Small Business Web Presence Implementation, payable in accordance with the following schedule:

<b>Deliverable and Description (in connection with the Construction Mitigation Corridor portion of services)</b>	<b>Deliverable Due Date</b>	<b>Cost</b>
1. Following the update to the subsite, content, and questionnaire being moved to live production	January 19, 2024	\$45,000
2. Following submission of proof from Contractor that Contractor has provided no-cost digital services to at least 19 small businesses in Construction Mitigation Corridors (“affected areas”)	April 30, 2024	\$35,000
3. Following submission of proof from Contractor that Contractor has provided no-cost digital services to an additional 18 small businesses in Construction Mitigation Corridors (“affected areas”)	July 31, 2024	\$35,000
4. Following submission of: a. Final Construction Mitigation Corridor Program Report b. Contractor’s completion of 100% of consultations c. Contractor’s completion of no-cost digital services to 18 additional small businesses in Construction Mitigation Corridors (“affected areas”), for a total of 55 small businesses served.	September 30, 2024	\$35,000
<b>SUBTOTAL</b>		<b>\$150,000.00</b>

1. Contractor agrees to furnish necessary documentation, as further described in Article V. and as may be requested by EDD, to ensure proper utilization of these funds for small businesses located in City identified construction areas.

6. **Amendment to Attachment I. Project Schedule.** Attachment I. Project Schedule is hereby replaced in its entirety with the Amended Attachment I. Project Schedule, attached and incorporated herein as Exhibit I.
7. **Amendment to Attachment II. Project Packet.** Attachment II. Project Packet, **Scope of Work – Small Business Web Presence Implementation** is amended to read as follows: **A. Scope of Work – Small Business Web Presence Implementation.**
8. **Amendment to Attachment II. Project Packet.** Attachment II. Project Packet, **A. Scope of Work – Small Business Web Presence Implementation, Section IV. Timeline (table)** is hereby replaced in its entirety with the following table:

April 6, 2023	<ul style="list-style-type: none"> <li>• Program commences following execution of Contract</li> <li>• Development of website and questionnaire begin</li> </ul>
May 15, 2023	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
June 15, 2023	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
June 23, 2023	<ul style="list-style-type: none"> <li>• Subsite draft due</li> </ul>
July 15, 2023	<ul style="list-style-type: none"> <li>• Quarterly report due</li> </ul>
August 15, 2023	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
September 15, 2023	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
October 15, 2023	<ul style="list-style-type: none"> <li>• Quarterly report due</li> </ul>
November 15, 2023	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
December 15, 2023	<ul style="list-style-type: none"> <li>• Subsite, content, and questionnaire moved to live production</li> <li>• Monthly report due</li> </ul>
January 12, 2024	<ul style="list-style-type: none"> <li>• Subsite, content, and questionnaire updated as necessary to include location data required to determine whether a business qualifies for services as a small business in an affected area</li> <li>• Subsite, content, and questionnaire moved to live production</li> </ul>
January 15, 2024	<ul style="list-style-type: none"> <li>• Quarterly report due</li> </ul>
February 15, 2023	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
Date performance dependent	<ul style="list-style-type: none"> <li>• Website, content, and questionnaire are live</li> <li>• Contactor is actively working with program participants, as reflected in monthly and quarterly progress reports</li> </ul>
March 15, 2023	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
April 15, 2024	<ul style="list-style-type: none"> <li>• Quarterly report due</li> </ul>
April 30, 2024	<ul style="list-style-type: none"> <li>• No-cost digital services provided to 19 small businesses in designated Construction Mitigation corridors (“affected area”)</li> </ul>
April 30, 2024	<ul style="list-style-type: none"> <li>• 125 one-hour consultations completed</li> </ul>
June 15, 2024	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
July 31, 2024	<ul style="list-style-type: none"> <li>• No-cost digital services provided to 18 small businesses in designated Construction Mitigation corridors (“affected area”)</li> <li>• Quarterly report due</li> </ul>

September 30, 2024	<ul style="list-style-type: none"> <li>• Final Program report due, including Construction Mitigation Corridor data</li> <li>• 100% consultations completed</li> <li>• All services for 130 small businesses completed (75 small businesses and 55 small businesses in an affected area)</li> </ul>
April 30, 2024	<ul style="list-style-type: none"> <li>• Six (6) months Outcomes Report due</li> </ul>
April 30, 2025	<ul style="list-style-type: none"> <li>• Eighteen (18) months Outcomes Report due</li> </ul>
October 31, 2027	<ul style="list-style-type: none"> <li>• Thirty-six (36) months Outcomes Report due</li> </ul>

9. **Amendment to Attachment II. Project Packet.** Attachment II. Project Packet, Scope of Work is hereby amended by adding **B. Scope of Work – Construction Mitigation Corridor Small Business Web Presence Implementation** attached and incorporated herein as Exhibit 2, immediately after **A. Scope of Work – Small Business Web Presence Implementation.**
10. **Amendment to Attachment II. Project Packet.** Attachment II. Project Packet, Performance Measure Scorecard is hereby replaced in its entirety with the Amended Performance Measure Scorecard, attached and incorporated herein as Exhibit 3.
11. **Remainder of Contract Unchanged and in Full Force and Effect.** Except as specifically set forth in this First Amendment, all of the terms and conditions of the Contract shall remain the same and are hereby ratified and confirmed. The Contract shall continue in full force and effect, and together with this First Amendment, shall be read and construed as one instrument.
12. **Choice of Law.** This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
13. **Counterparts.** This First Amendment may be executed in multiple counterparts by the Parties and each counterpart, when so executed and delivered, shall constitute an original instrument and each such separate counterpart shall constitute one instrument. To facilitate execution of this First Amendment, the parties may execute and exchange by telephone, facsimile, or other electronic communications and methods, counterparts of the signature pages, and such signatures shall be deemed original and effective for all purposes.

**EXECUTED and AGREED** to as of the date indicated below. This First Amendment may be executed in multiple copies, each of which shall constitute an original.

**CITY OF SAN ANTONIO**

Alejandra Lopez  
Assistant City Manager

**HEROSPACE DIGITAL CONSULTING, LLC**

Andrea Leal  
Co-Founder and Director

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

## **EXHIBIT 1**

**AMENDED ATTACHMENT I  
PROJECT SCHEDULE**

<b>Project</b>	<b>General Fund or Grant Source</b>	<b>Federal Assistance Listing Number</b>	<b>Project Allocation</b>
Phase II: Small Business Web Presence Implementation	American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Fund	21.027	\$532,650.00
	City of San Antonio General Funds		\$150,000.00
<b>Total Contract</b>			<b>\$682,650.00</b>

## **EXHIBIT 2**

**AMENDED ATTACHMENT II  
PROJECT PACKET**

**B. Scope of Work – Construction Mitigation Corridor  
Small Business Web Presence Implementation**

**V. Scope of Work**

The following deliverables are for the Construction Mitigation Corridor Small Business Web Presence Implementation services provided by Contractor to aid small business owners located in areas defined by the City as impacted by City-initiated long-term construction projects (“affected areas”) in expanding their digital marketing knowledge and online presence to improve their long-term resiliency and support the continued recovery from the pandemic. These deliverables are in addition to deliverables and services provided by Contractor under Attachment II. Project Packet, A. Scope of Work – Small Business Web Presence Implementation.

**A. Small Business Web Presence Program**

In addition to the small business services described in the Contract and Attachment II. Project Packet, A. Scope of Work – Small Business Web Presence Implementation, the Contractor will:

1. Collaborate with the City’s Information Technology Services Department and Communications & Engagement departments on the design and delivery of a subsite with a landing page and core content hosted on the City’s sa.gov platform and additional custom content on Contractor’s platform, as further detailed below. The online content created for the subsite and content will be owned by the City and must be transferred to City possession upon termination of the contract.
2. Will meet with City’s Economic Development Department (EDD) no less than every two weeks until the subsite and content have been created to the mutual satisfaction to both parties.
3. Contract will update the subsite to include:
  - a. Conformance with the City’s usability and accessibility standards further described in Section III below.
  - b. Questionnaire developed by Contractor to assess the current digital competency, online presence, future goals of small businesses; and
  - c. Custom created educational content to educate business owners on topics to improve their digital competency with the goal of improving the small business resiliency.
  - d. Translations of website content in English and Spanish.
4. Provide one (1) hour consultations for 250 small businesses that complete the questionnaire required of all program Participants, unless otherwise agreed to in accordance with Section 3.5 of the Contract. This number reflects the total number of consultations under A. Scope of Work, and B. Scope of Work.
5. Develop individualized plan of solutions based on the small business needs, goals, budget, and capacity, as outlined in Attachment II. Project Packet, A. Scope of Work - Small Business Web Presence Implementation, Section I(A)(5) of the Contract.
6. The Contractor will code the subsite to 1) identify the location of small businesses requesting the Contractor’s services pursuant to this Contract; and 2) assess whether a small business qualifies for services because they are a small business located in an affected area.
7. Create custom online presence for one hundred thirty (130) small businesses (including fifty-five (55) in affected areas and seventy-five (75) small businesses) throughout San Antonio



following questionnaire completion and one (1) hour consultation, unless otherwise agreed to by both City and Contractor and evidenced in writing as referenced in Article III. Scope of Work, Section 3.5 of this Contract. Eligibility requirements of participating small businesses to receive a custom online presence will be developed by EDD, in coordination with the Contractor, and mutually agreed to in writing before the questionnaire and educational website go to live production. Custom work coordinated with small business owner, based on the results of the one-hour consultation to include, if appropriate for each small business owner based on the consultation:

- a. Small business landing page with four sections and a custom contact form; or
  - b. Small business website consisting of six webpages, including home page.
  - c. Further options to be made available to small business owners to include:
    - i. Custom content of six (6) professional photos; and
    - ii. Signature web video up to two (2) minutes in length; and/or
    - iii. Digital marketing package, including social media graphics and one (1) month of social media consultation of 30 minutes per week/2 hours per month.
  - d. Small business owners will also receive:
    - i. Training manual to update their website text, if appropriate for that company;
    - ii. For companies that do not already have a live website, one (1) year of complimentary website hosting with the option to renew website hosting at \$100/year; and
    - iii. Five (5) email accounts
8. Prior to the launch of the updated questionnaire, EDD and Contractor will coordinate criteria of selecting business owners in affected areas in greatest need of website development.
- a. Priority will be for small businesses located in affected areas with the least capacity to act upon the Contractor solutions plan internally.
  - b. Selection for the 55 websites will be on a first-come, first-served basis for small businesses that meet the established eligibility requirements for small businesses in an affected area.

## **B. Marketing and Outreach**

1. Contractor will contribute to the creation of an outreach and marketing plan with EDD Staff to raise awareness about the services provided for small businesses in affected areas. The City agrees that it is responsible for implementing Program marketing and for making the decisions on which businesses qualify to participate in the Program.

## **VI. Deliverables, Reporting, and Metrics**

In accordance with Section VIII. Construction Mitigation Corridor Timeline, Contractor shall:

1. Update the subsite and content.
2. Update digital competency questionnaire to include the location data required to determine location of business and qualification as an affected business.
3. Update audit report generated from updated questionnaire.
4. Provide EDD staff with updated design mockups and wireframe or equivalent acceptable to City for approval.
5. Create education video content for subsite:
  - a. two (2) social media education videos in English and Spanish
  - b. two (2) website education videos in English and Spanish
  - c. two (2) SEO educational videos in English and Spanish

- d. two (2) videos in English and Spanish on how to complete the questionnaire
  - e. two (2) b-roll videos
  - f. two (2) video bumpers for video posts
6. Produce the following educational written articles for subsite on a timeline to be mutually agreed upon by both parties:
    - a. three (3) social media educational articles;
    - b. three (3) website educational articles; and
    - c. three (3) content/SEO educational articles.
  7. Translate updated subsite and contents, updated questionnaire, and articles into Spanish.
  8. Analyze audit reports created from two hundred fifty (250) completed small business questionnaires, unless otherwise agreed to in writing between EDD and Consultant as referenced in Section 3.5 of this Contract.
  9. Conduct two hundred fifty (250) one (1) hour consultations with questionnaire respondents providing them with individualized feedback and a solution plan to create or enhance their online presence.
  10. Build customized websites, landing pages, or other internet or social media pages, for a total of 130 small businesses. This number includes fifty-five (55) small businesses in affected areas and seventy-five (75) throughout San Antonio.
  11. Conduct surveys of all Program Participants:
    - a. seeking input from Participants on whether the Projects improved business practices, revenue, or business growth; and
    - b. seeking input from Participants to determine if they achieved 80% of their improvement plan goals.
  12. Progress report due quarterly on program progress, status of City subsite and small business owner questionnaire development, number of videos created, articles written, number of questionnaires completed, number of consultations conducted, number of websites in development or created for Participants.
    - a. Progress report must also include demographic data on program participants, to include:
      - i. Race/ethnicity of owner(s);
      - ii. Gender of owner(s);
      - iii. Age of owner(s);
      - iv. Operating zip code;
      - v. Council district;
      - vi. Business type;
      - vii. Construction corridor, if any.
    - b. Quarterly report should also include written narrative detailing success stories on the progress of the program and how Contractor achieved the program goals with specific examples from participating businesses.

## **VII. Accessibility Requirements**

Contractors who develop and/or modify City of San Antonio (City) websites, must meet a fundamental requirement that all information and communications technology (ICT) is accessible to, and usable by, people with disabilities. This meets City obligations under the Americans with Disabilities Act (ADA) of 1990 (as amended 2008) and the Rehabilitation Act of 1973, sections 503 and 508. Under Section 508, the

City must provide employees and members of the public with disabilities comparable access to ICT as people who do not have disabilities.

Contractors must adhere to the following standards for ICT: Section 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA when applicable based on the Scope of Work (SOW). These standards are established as minimum requirements and Contractors are expected to deliver access at higher levels when technically feasible. As part of the Contractor's effort to ensure access for individuals with disabilities, the Contractor agrees to:

1. Create baselining efforts with accessibility by providing a Voluntary Product Accessibility Template (VPAT). Implement proposed remediation solutions with the Project Manager and City's ADA Coordinator. Define and agree to mutually agreed sprint capacity.
2. The Contractor shall develop or configure, test, stage, and release accessibility updates by applying iterative processes utilizing accessibility methodology and a frequent release cycle. This may include various testing stages incorporating testers with various types of disabilities (physical, sensory, cognitive, etc.).
3. Accessibility deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) Project Manager and City's ADA Coordinator or designate.
4. All deliverables must be submitted in a format approved by the Agency contract manager.
5. If the deliverable cannot be provided within the scheduled timeframe, the Contractor is required to contact the Project Manager and City's ADA Coordinator in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
6. A request for a revised schedule must be reviewed and approved by the Project Manager and City's ADA Coordinator before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
7. The City will complete a review of each submitted deliverable within specified working days for the date of receipt.
8. A kickoff meeting will be held at a location and time selected by the City where the Contractor and its staff will be introduced to the City.
9. The Contractor assures the City:
  - a. Content and coding updates implemented throughout the lifetime of the contract maintain accessibility.
  - b. If accessibility is not maintained, a remediation solution and mutually defined and agreed sprint capacity will be developed with the Project Manager and City's ADA Coordinator when accessibility barriers are identified within the first 12 months after customer receipt of final product.
  - c. Timeline for remediation must be within the contract length.
  - d. Additional accessibility testing will be required to ensure conformance with accessibility standards and guidelines.
  - e. Implementation of accessibility remediation solutions required due to content and coding updates will be at no cost to the customer.

## VIII. Construction Mitigation Corridor Timeline

April 6, 2023	<ul style="list-style-type: none"> <li>• Program commences following execution of Contract</li> <li>• Development of website and questionnaire begin</li> </ul>
May 15, 2023	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
June 15, 2023	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
June 23, 2023	<ul style="list-style-type: none"> <li>• Subsite draft due</li> </ul>
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Date performance dependent	<ul style="list-style-type: none"> <li>• Website, content, and questionnaire are live</li> <li>• Contractor is actively working with program participants, as reflected in monthly and quarterly progress reports</li> </ul>
March 15, 2023	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
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April 30, 2024	<ul style="list-style-type: none"> <li>• 125 one-hour consultations completed</li> </ul>
June 15, 2024	<ul style="list-style-type: none"> <li>• Monthly report due</li> </ul>
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September 30, 2024	<ul style="list-style-type: none"> <li>• Final Program report due, including Construction Mitigation Corridor data</li> <li>• 100% consultations completed</li> <li>• All services for 130 small businesses completed (75 small businesses and 55 small businesses in an affected area)</li> </ul>
April 30, 2024	<ul style="list-style-type: none"> <li>• Six (6) months Outcomes Report due</li> </ul>
April 30, 2025	<ul style="list-style-type: none"> <li>• Eighteen (18) months Outcomes Report due</li> </ul>
October 31, 2027	<ul style="list-style-type: none"> <li>• Thirty-six (36) months Outcomes Report due</li> </ul>

The Parties understand and agree that progress on the Projects depends, in part, on engagement by small businesses and on the scheduling and completion of events to be organized through marketing partners of the City. The target metrics for the project and timeline above assumes good faith efforts by the Contractor and the City.

### **EXHIBIT 3**

## PERFORMANCE MEASURE SCORECARD

Agency Name:	Herospace Digital Consulting, LLC (Contractor)					
Program Name	Web Presence Program					
Amount Requested:	\$682,650					
Contract Term:	18 months					
Measure Description	Status %	Q1 (Apr-Jun)	Q2 (Jul-Sep)	Q3 (Oct-Dec)	Q4 (Jan-Mar)	Target # Achieving the Measure
Design and deliver an educational website for small business digital competency	Y/N					Y
Year 1	0%					Up to 250
Develop a dynamic questionnaire to assess the current digital competency of small businesses	Y/N					Y
Year 1	0%					\$100,000
Develop an audit report generated from questionnaire	Y/N					Y
Year 1	0%					\$100,000
Create four (4) educational videos in English and four (4) educational videos in Spanish						8
Year 1	0%					\$100,000
Produce nine (9) educational articles on digital marketing for small businesses.						9

Year 1						
Translate educational website into Spanish.	Y/N					Y
Year 1						
Translate questionnaire into Spanish.	Y/N					Y
Year 1						
Translate nine (9) articles into Spanish.						9
Year 1						
Conduct up to 250 one-hour consultations with small businesses.						Up to 250
Year 1						125
Update subite to support identifying businesses in construction corridors						Y
Year 1						
Build customized internet presence for up to 75 small businesses in San Antonio.						75
Year 1						30
Year 2						45
Build customized internet presence for 55 small businesses in construction corridors.						55
Year 1						19
Year 2						36
<b>Notes/Comments:</b>						