

Funding Agreement for Demonstrating the Environmental Benefits of Permeable Paved Surfaces over the Edwards Aquifer under the Proposition 1 Edwards Aquifer Protection Projects within Urbanized Areas of Bexar County's Recharge and Contributing Zones Program

This Proposition 1 Edwards Aquifer Protection Projects within Urbanized Areas of Bexar County's Recharge and Contributing Zones Funding Agreement (Funding Agreement) is between the City of San Antonio (City), the San Antonio River Authority (River Authority), and the University of Texas at San Antonio (Funding Recipient), collectively the "Parties." The Parties understand and agree that this Funding Agreement documents the roles and responsibilities of each of the Parties in the City's Proposition 1 Edwards Aquifer Protection Projects within Urbanized Areas of Bexar County's Recharge and Contributing Zones Program (Program). The Parties agree to comply with the terms of this Funding Agreement (Agreement).

Background

Proposition 1, the Edwards Aquifer Protection Venue Project, authorizes the City to continue the voter-approved watershed and preservation project initiated in 2000 and continued in 2005, 2010, and 2015. A 1/8 cent sales tax is projected to collect \$100 million for this project. Of the \$100 million projected to be collected pursuant to the 2015 authorization, \$90 million will continue to be used toward the purchase of conservation easements and acquisition of real estate interests over the sensitive recharge and contributing zones of the aquifer. The remaining \$10 million is dedicated for Program-funded projects that will protect and improve Edwards Aquifer water quality. The Funding Recipient's Demonstrating the Environmental Benefits of Permeable Paved Surfaces over the Edwards Aquifer (Project) has received both Conservation Advisory Board (CAB) and City of San Antonio City Council (Council) funding approval and is the subject of this Agreement. The primary Project goals are

- to demonstrate how four alternative permeable pavement designs mitigate stormwater runoff quality and quantity compared to a conventional impermeable pavement surface over the Edwards Aquifer recharge zone and
- to examine whether these alternative permeable pavement designs reduce pavement surface temperatures and water runoff temperatures and, thus, contribute in mitigating urban heat island effects.

Funding

The City has authorized and will contribute \$1,035,761.00 for the Project. The funding amount is documented by the detailed information in Exhibit A. All Parties acknowledge and agree that \$1,035,761.00 is the full amount authorized by this Funding Agreement, and no additional funds will be claimed by the Funding Recipient, unless this amount is modified through an amendment executed by all of the Parties.

Agreement Term

This Agreement shall be effective as of 9/1/2019 (the “Effective Date”) through and including 11/30/2022 (the “Term”). The Parties may extend this Agreement for a mutually agreeable period.

Limitations (as applicable)

A potential limiting factor for the Project would be the identification of karst features at the location where the Project's permeable pavement best management practices (BMPs) are to be installed. The Texas Commission on Environmental Quality (TCEQ) requires that construction activity cease in the event that karst features are identified at the Project location to allow TCEQ evaluation. If this occurs, the Parties will work together in good faith to revise the scope of the Project so as to achieve the Project objectives and will revise the budget accordingly. The revised scope and budget will require approval of all the Parties. If the revised scope and budget are not approved by all Parties, any of the Parties may elect to terminate this Agreement, and the Parties shall have no further obligations to each other, except for those rights and obligations accrued by the Parties prior to the termination.

Another potential limiting factor would be drought conditions preventing collection of qualifying pre- or post-construction stormwater samples within the Project timeline. If such were to occur, the Parties will work together in good faith to revise the scope of the Project so as to achieve Project objectives and, if there are budget implications, will revise the budget accordingly.

City of San Antonio Acknowledges and Agrees

1. Funding Recipient will be responsible for the work to be conducted under the Program.
2. River Authority will serve as project manager and administrator of the Program.
3. Funding Recipient will submit invoices for payment directly to City, with a copy sent concurrently to River Authority, to the following addresses:

City of San Antonio
Phillip Covington
Special Projects Manager
Edwards Aquifer Protection Program
Parks and Recreation Department
PO Box 839966
San Antonio, Texas 78283
(210) 207-3003
phillip.covington@sanantonio.gov

San Antonio River Authority
Karen Bishop
Senior Supervisor
Stormwater Unit
Environmental Sciences Department
100 E. Guenther
San Antonio, Texas 78204
(210) 302-3642
kbishop@sara-tx.org

4. Funding shall be paid directly to the Funding Recipient after River Authority verification of satisfactory performance of work in accordance with the payment schedule attached as Exhibit B and the completion of Funding Recipient's project schedule, attached as Exhibit C. Payment referencing Principal Investigator, A. T. Papagiannakis, P.E., and the Demonstrating the Environmental Benefits of Permeable Paved Surfaces over the Edwards Aquifer Project will be made to the following address:

The University of Texas at San Antonio

Grants and Contracts Financial Services (GCFS)
One UTSA Circle
San Antonio, Texas 78249.

River Authority Acknowledges and Agrees

1. River Authority will serve as project manager and administrator of the Program.
2. River Authority is responsible to the City to ensure quality and timely implementation of Project components and future monitoring of aquifer protection and improvement projects funded through the Program.
3. Upon receipt of invoices and appropriate supporting documentation, River Authority will coordinate payment to the Funding Recipient in a timely manner per Exhibits A and B.

Funding Recipient Acknowledges and Agrees

1. Work to be conducted by Funding Recipient will be under the direct supervision of Principal Investigator, A. T. Papagiannakis, P.E., an employee of the Funding Recipient.
2. Beginning the month after the project's commencement, Funding Recipient shall provide status reports to the City through the River Authority on the first Friday monthly. Said status report shall include project activity toward milestones and tasks in the prior month and shall note any changes to the schedule of deliverables, if any, including any delays in meeting major tasks, milestones, and deliverables. Photographs of Project activity shall be provided in the reports.
3. Funding Recipient shall submit to River Authority for review, input, and approval a Quality Assurance Project Plan (QAPP) in advance of the start of monitoring.
4. Funding for construction/retrofit projects will cover only the cost of BMPs that go above minimum TCEQ permit requirements and the cost of any research/study components associated with the BMPs. Funding will not cover any base project costs or the cost of installing minimum BMPs. Exceptions may be made for projects that were grandfathered from meeting TCEQ Edwards Protection Standards (Standards) or were developed before the Standards were implemented and that will utilize funding to bring the development to current TCEQ permitting standards.
5. Stormwater monitoring data must be collected and analyzed for a minimum of five qualifying rain events per sample location/BMP. Pre-construction, and during construction stormwater monitoring will be performed for one location that drains the Project area. Post-construction stormwater monitoring will include five locations:
 - a. Permeable Asphalt Concrete Cell
 - b. Plastic Grid Pavers Cell
 - c. Permeable Portland Concrete Cell
 - d. Permeable Interlocking Concrete Pavers Cell
 - e. Conventional Control Cell.
6. For each of the locations identified in item 5 above, the following constituents must be analyzed:
 - a. Temperature

- b. pH
 - c. Conductivity
 - d. Total Suspended Solids
 - e. Volatile Suspended Solids
 - f. Bacteria (Total Coliform)
 - g. Zinc
 - h. Lead
 - i. Copper
 - j. Total Petroleum Hydrocarbon
 - k. Polycyclic Aromatic Hydrocarbon
 - l. Total Hardness.
7. If Funding Recipient selects different monitoring configuration or equipment at any point after monitoring has begun, then the five qualifying events must utilize the same monitoring configuration and equipment.
 8. A BMP performance report incorporating pre-construction, construction, and post-construction BMP data must be provided to River Authority within three months following the end of the Project. Said report must assess BMP performance toward protecting and/or improving Edwards Aquifer water quality and must evaluate the effectiveness of BMP innovations in preventing pollution of groundwater.
 9. Funding Recipient shall coordinate design and construction/retrofit of Project BMPs using licensed landscape and/or engineering professionals. It is preferred that the selected construction team have at least one member who has acquired the Bexar County/San Antonio River Authority LID Construction Inspection Registration.
 10. Funding Recipient and its partners will conform to guidelines defined in the Edwards Aquifer Technical Guidance on Best Management Practices or the San Antonio River Basin: Low Impact Development Technical Guidance Manual. Any exceptions are noted in Exhibit D.
 11. BMP construction details and BMP locations must be approved by the River Authority in writing prior to start of construction. BMPs will be sited outside the boundaries of existing easements and potentially conflicting property interests to the extent reasonably practicable.
 12. All funded as-built alterations to BMP design and material substitutions must be approved by the River Authority in writing prior to implementation.
 13. Any alterations to BMP design, location, or material substitutions not approved by the River Authority in writing may result in funding being delayed until corrected and approved in writing by the River Authority or being rescinded completely.
 14. BMPs must comply with TCEQ guidelines or secure authorization from TCEQ prior to receiving funding from City.
 15. The Project shall produce the following deliverables:
 - a. A permeable pavement parking lot composed of four independent cells, each cell with eight parking stalls utilizing one of the four best management practices (BMPs) below, for a total of 32 parking stalls:
 - i. Permeable Asphalt Concrete

- ii. Plastic Grid Pavers
 - iii. Permeable Portland Concrete
 - iv. Permeable Interlocking Concrete Pavers
 - b. Pre-, post-, and during construction stormwater analyses
 - c. Quarterly routine maintenance of the four BMPs during the final year of the Project
 - d. Economic analysis of the costs and benefits of the four BMPs compared to the adjacent 32 conventional parking stalls built by the City of San Antonio during this Project
 - e. Design guidelines for the four BMPs for potential amendment to the San Antonio River Basin LID Design Guidance Manual
 - f. Educational module demonstrating permeable pave benefits; to be incorporated into the UTSA Water Resources CE 4603 and Advanced Pavement Analysis CE 5423 courses.
16. The Project shall answer the following questions:
- a. How do the four BMPs compare against each other in addressing stormwater quality concerns? Stormwater quantity concerns? Heat island effects?
 - b. How do the four BMPs compare against the conventional parking lot in addressing stormwater quality concerns? Stormwater quantity concerns? Heat island effects?
 - c. What is the relative cost of building the four BMPs versus conventional lots?
17. The Project's major milestones are completion of the following:
- a. Planning and design of the four BMPs
 - b. Pre-construction stormwater monitoring of the BMPs
 - c. BMP construction
 - d. Monitoring during BMP construction
 - e. Post-construction monitoring
 - f. Financial analysis
 - g. Development of BMP design guidelines
 - h. Educational modules
 - i. Final report.
18. The Project's major tasks are as follows:
- a. Task 1 Planning and Designing BMPs
 - i. Task 1.1: Pavement layout
 - ii. Task 1.2: Experimental design
 - iii. Task 1.3: Pavement structural design
 - b. Task 2: Pre-construction monitoring
 - i. Task 2.1: Design water quality sampling
 - ii. Task 2.2: Develop Quality Assurance Project Plan (QAPP)
 - iii. Task 2.3: Sampling
 - iv. Task 2.4: Laboratory analysis
 - c. Task 3: Permeable pavement BMP site construction
 - d. Task 4: Construction Monitoring

- i. Task 4.1: Sampling
 - ii. Task 4.2: Laboratory analysis
 - e. Task 5: Post-construction monitoring
 - i. Task 5.1: Sampling
 - ii. Task 5.2: Laboratory analysis
 - f. Task 6: Post-construction maintenance
 - g. Task 7: Financial Analysis
 - i. Task 6.1: Quantify costs of alternative pavement BMPs
 - ii. Task 6.2 Estimate benefits of BMPs
 - h. Task 8: Develop guidelines for permeable pave BMPs
 - i. Task 9: Produce educational module
 - j. Task 10: Produce report documenting Project effort and results.
- 19. The City may rescind the funding in whole or in part if milestones and/or major tasks are missed without providing City with appropriate notice and justification, and alternative plans and timeline or the project falls significantly behind schedule, except in cases of force majeure.
- 20. Construction is planned to be completed within an estimated nine months. Funding Recipient will communicate to SARA any anticipated delays in meeting the Project Timeline, Exhibit C, particularly in relation to construction.
- 21. Funding Recipient has a sixty (60) calendar-day grace period from agreed Project end date to complete the Final Report, subject to force majeure.
- 22. Funding Recipient may request an extension in writing up to fifteen (15) business days before the original project end date.
- 23. The Funding Recipient shall provide the Final Report to the River Authority for review and shall obtain written approval verifying the project has met the requirements under this Agreement prior to final payment.
- 24. River Authority will inspect construction by Funding Recipient to verify it meets the requirements under this Agreement prior to final payment.
- 25. Any decisions regarding the extension to the project end date shall be made by the River Authority in coordination with the City.
- 26. Funding Recipient shall provide an operations and maintenance manual for all BMPs covered by the Funding Agreement in accordance with TCEQ technical guidance manual and/or the San Antonio River Basin: LID Technical Guidance Manual.
- 27. Funding Recipient shall perform all actions outlined in the operations and maintenance manual referenced in item 26 above at Funding Recipient's expense for the duration of the project until end date. After project's end date, the BMPs ownership will be transferred to the City of San Antonio, which shall perform all maintenance actions.
- 28. It is preferred but not required that persons performing the operations and maintenance have obtained the Bexar County/River Authority LID Annual Inspection and Maintenance Certification.
- 29. If any of the BMP features compliant with the TCEQ technical guidance manual and/or the San Antonio River Basin: Low Impact Development Technical Guidance Manual fails to perform as designed during the three-year operation and maintenance period

- referenced in items 26 – 28 above, the Funding Recipient shall either repair the BMP to functional status to meet the requirements of applicable state regulations or may refund the City the amount funded for that BMP.
30. Funding Recipient is aware that presentations may be requested by the River Authority, the City, the CAB, San Antonio City Council, or other governing or advisory bodies associated with the Program.
 31. Funding Recipient agrees to be available for presentations and/or to provide materials for such presentations to the best of its ability.
 32. Funding Recipient shall acknowledge the City's support in any signage placed at project site, or in any news releases or other publications relating to the work performed under this Funding Agreement.
 33. News releases or other publications must be sent to the River Authority for review *before* they are sent to any outside party. Failure to send any news or publication release to the River Authority for review shall not result in a breach of this Funding Agreement.
 34. Funding Recipient is aware that media interviews may be requested and/or coordinated by the City or the River Authority as a result of this project. Funding Recipient will reasonably cooperate to respond to these media requests.
 35. Funding Recipient grants the City and the River Authority, their representatives and employees the right to take photographs, videos, and other forms of media of the awarded Project.
 36. Funding Recipient authorizes the City and the River Authority, their assigns and transferees to copyright, use and publish photographs, videos, and other forms of media in print and/or electronically that are produced by the City and/or the River Authority for this Project.
 37. Funding in the amount of \$1,035,761 shall be paid by the City to the Funding Recipient after River Authority verification of satisfactory performance of work in accordance with the funding schedule attached as Exhibit B and the completion of the Funding Recipient's project schedule, attached as Exhibit C.
 38. Funding Recipient warrants and represents that it will comply with all Federal, State and Local laws and regulations applicable to Funding Recipient's use of City Funds for this project. To the extent applicable, Funding Recipient agrees to abide by the following laws in its expenditures of City Funds:
 - a. Chapter 252 of the Texas Local Government Code, or other competitive contracting processes allowed for as express exceptions to Chapter 252.
 - b. Government Code chapter 2258 and Ordinance No. 71312 regarding Prevailing Wage Rate regulations required for certain contracts, including ensuring that its construction contractor shall collect and monitor weekly certified payrolls and perform site visits to ensure the prevailing wage is being paid to all workmen. City has the right to audit certified payroll records as necessary in accordance with this Agreement. Upon audit of the records and certified payrolls under this section, should the City or its auditors find any violations, Funding Recipient shall cause its contractor to forfeit as a penalty to the City \$60.00 for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that

such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the contractor or any subcontractor. The establishment of prevailing wage rates in accordance with Chapter 2258, Texas Government Code shall not be construed to relieve Funding Recipient from its obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed under this Agreement.

39. For the term of this Agreement, at any time during normal business hours and as often as City may deem necessary, upon three-days written notice, Funding Recipient shall make all of its records pertaining to this Agreement available to City or any of its authorized representatives, and shall permit City or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.
40. Funding Recipient agrees and represents that it will cooperate with City and River Authority, at no charge to the City or River Authority, to satisfy, to the extent required by law, any and all requests for information received by City or River Authority under the Texas Public Information Act or related laws pertaining to this Agreement.
41. Funding Recipient shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of City. Any attempt at transfer, pledge or other assignment shall be *void ab initio* and shall confer no rights upon any third person.
42. The Funding Recipient will make a good faith effort to follow the guidelines under Exhibit E, SBEDA Ordinance Compliance Provisions. The Funding Recipient will seek subcontractors that are small businesses, are located in the San Antonio Metropolitan Statistical Area (SAMSA), and are certified as a bona fide small, minority-, women-owned or emerging small business enterprise through the South Central Texas Regional Certification Agency.

No Third Party Rights

1. This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights in any person who is not a party hereto, unless otherwise expressly herein provided.
2. Nothing in this Agreement shall be deemed or construed by the Parties hereto, or any third party, to create the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the parties hereto. It is understood and agreed that no provision contained herein, nor any acts of the Parties hereto, creates a relationship other than the relationship of independent contracting entities.

Publication and Academic Rights

Funding Recipient's Principal Investigator has the right to publish or otherwise publicly disclose information gained in the course of the project under this Agreement. Funding Recipient will, however, submit any prepublication material to City for review and comment at least sixty (60) days prior to planned submission for publication. City will notify Funding Recipient of any objections within thirty (30) days of receipt. Funding Recipient shall have final authority to

determine the scope and content of any publications, subject to any objections for the protection of confidential information. Funding Recipient shall acknowledge the City's contribution, and describe in any publications, the scope and nature of City's contribution accurately and appropriately.

Ownership of Materials and Documents

Any and all drawings, documents or information in whatsoever form and character produced by Funding Recipient pursuant to the provisions of this Agreement is the joint property of Funding Recipient and City and either Party shall be allowed to make use of such material without requiring the approval of the other Party. Funding Recipient understands and acknowledges that as the joint owner of any and all writings, documents and information, City has the right to use all such writings, documents and information as the City desires, without restriction.

Equipment

Funding Recipient shall retain title to all equipment and structures purchased and/or fabricated by it with funds provided under this Agreement.

Liability

As government entities, River Authority and City hereby expressly acknowledge that they are governed by the Texas Tort Claims Act, which is located in Chapter 101 of the Texas Civil Practice and Remedies Code, and nothing in this Agreement shall be construed as a waiver by either of the Parties of any of the immunities and protections from liability included therein.

Insurance

To the extent authorized by the Texas Constitution and the laws of the State of Texas, the Funding Recipient, at its own expense, shall provide and maintain, during the term of this Agreement, either insurance, with or without retention, or a self-insurance program. This insurance or self-insurance shall cover liability for property damage and personal injury associated with Funding Recipient's performance of work under this Agreement.

Notices

Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, or by a recognized overnight courier, address as follows:

In the case of City:	In the case of River Authority:	In the case of Funding Recipient
Phillip Covington	Karen Bishop	Amy Ossola-Phillips, RSC Director
Special Projects Manager	Senior Supervisor	Director, Research Service Center
Edwards Aquifer Protection Program	Stormwater Unit	Office of Sponsored Project Administration:
Parks and Recreation Department	Environmental Sciences Dept.	University of Texas at San Antonio
PO Box 839966	100 E. Guenther Street	One UTSA Circle
San Antonio, Texas 78283	San Antonio, Texas 78204	San Antonio, TX 78249
(210) 207-3003	(210) 302-3642	(210) 458-6472
phillip.covington@sanantonio.gov	kbishop@sara-tx.org	amy.ossola-phillips@utsa.edu

**COMPLIANCE WITH SMALL, MINORITY AND WOMAN-OWNED BUSINESS
ENTERPRISES POLICY, NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY POLICY**

Funding Recipient is hereby advised that it is the policy of the City of San Antonio that Small, Minority- or Woman-owned Business Enterprises (SMWBE) shall have the maximum practical opportunity to participate in the performance of public contracts. In all events, Funding Recipient shall comply with the CITY's Small Business Economic Development Advocacy Program, contained in San Antonio Ordinance No. 2007-04-12-0396, and the amendments thereto in connection with the award of the construction contract(s). Said ordinances are incorporated herein for all purposes, as if fully set forth herein. Funding Recipient further agrees that Funding Recipient will abide by all applicable terms and provisions of CITY's Non-Discrimination Policy, CITY's Small, Business Economic Development Advocacy (SBEDA) Policy and CITY's Equal Opportunity Affirmative Action Policy, these policies being available in CITY's Department of Economic Development, Division of Internal Review and the City Clerk's Office in connection with the construction of the test site and the performance of the testing.

Funding Recipient agrees to comply with all SBEDA goals assigned to this Agreement as outlined in Exhibit E.

Funding Recipient agrees that if material deficiencies in any aspect of its SMWBE utilization plan as set out in its Project are found or if Funding Recipient does not meet the SMWBE goals as specified by the CITY's Department of Economic Development, whichever is less, as a result of a review or investigation conducted by CITY's Department of Economic Development, Funding Recipient will be required to submit a written report to CITY's Department of Economic Development. Funding Recipient will also be required to submit a supplemental Good Faith Effort Plan (GFEP) indicating efforts to resolve any deficiencies.

Termination

The Parties, with or without cause, may elect to terminate this Agreement by providing sixty (60) days written notice to the other Parties. Termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the termination. Upon termination, City shall pay Funding Recipient for all reasonable expenses incurred or committed to be expended as of the effective termination date. Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

Amendment

This Funding Agreement supersedes all prior agreements and understandings between the Parties regarding the Project and may only be changed by written amendment signed by all three of the Parties.

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Texas.

Funding Recipient

Date: 5/14/2019

Signed by:

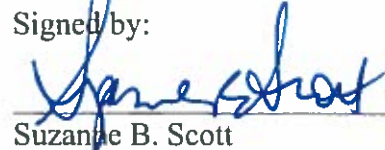


Michelle Stevenson, Ph.D.
Associate Vice President for Research
Administration
The University of San Antonio

San Antonio River Authority

Date: 5/15/19

Signed by:



Suzanne B. Scott
General Manager
San Antonio River Authority

Approved as to form:



Director of Legal Services

City of San Antonio

Date: _____

Attest:



City Clerk

Date: _____

Signed by:



Xavier D. Urrutia
Director, Parks and Recreation
City of San Antonio

Approved as to form:



City Attorney

Exhibit A

Project Budget Period 1

The University of Texas at San Antonio
Proposal Budget Template

UTSA RESEARCH

Sponsor:	San Antonio River Authority	Period 1	Premium Sharing Contribution Rates* FY 9/1/18 - 8/31/19	
PI/PO:	A.T. Papagiannakis	Start:	9/1/2019	
Title:	Demonstrating the Environmental Benefits of Permeable Surfaced Parking Areas in Bexar County	End:	8/31/2020	
			Full Time	Part Time
			Emp/Famly	\$1,114.18 \$557.09
			Emp/Child	\$798.76 \$399.38
			Emp/Spouse	\$911.66 \$455.85
			Emp Only	\$598.14 \$299.07

Personnel Headers in [] indicate for hourly personnel										Total Personnel Costs		
Name	Role on Project	Employee Type*	Premium Sharing	Institutional Base Salary (Hourly Rate)	# of Months (Weeks)	Percent of Effort (Hrs/wk)	Person Months	% Fringe	G4010/G5010 Salary	G4020/G5030 Fringe Benefits	Total Salary and Fringe	
A.T. Papagiannakis		FT BE 00	Emp/Child	#####	1	100.00%	1.	22.70%	\$ 16,987	\$ 3,856	\$ 20,843	
Marcio Glascomani		FT BE 00	Emp/Family	#####	1	100.00%	1.	30.14%	\$ 9,178	\$ 2,798	\$ 11,944	
PhD GRA (2 Students)		PT BE 12	None	\$ 48,000.00	18	50.00%	9.	18.00%	\$ 36,000	\$ 6,480	\$ 42,480	
Drew Johnson		FT BE 00	Emp/Family	#####	0.5	100.00%	0.5	27.58%	\$ 5,815	\$ 1,604	\$ 7,419	
		Select	Select One				-	-	\$ -	\$ -	\$ -	
		Select	Select One				-	-	\$ -	\$ -	\$ -	
		Select	Select One				-	-	\$ -	\$ -	\$ -	
		Select	Select One				-	-	\$ -	\$ -	\$ -	
		Select	Select One				-	-	\$ -	\$ -	\$ -	
		Select	Select One				-	-	\$ -	\$ -	\$ -	
Travel										Total	\$ 1,177	
G4110/G5130 Domestic \$177 (mileage) + \$1,000 (other travel exp)											\$ 1,177	
G4120/G5140 Foreign											\$ -	
Other Costs (F&A Included)										Total	\$ 298,884	
G4090/G5110 Materials & Supplies (Maintenance of the GS)											\$ 8,000	
G4070/G5080 Consultant Services											\$ -	
G4090/G5110 Computer Services											\$ -	
G4105/G5125 Equipment Rental											\$ -	
G4090/G5110 User Fees \$1,000 (UTSA Lab) + \$5,000 (External Lab) ...reference "Water Quality Testing Budget" for details											\$ 6,000	
G4090/G5116 Workshop Seminar											\$ -	
G5070 Curation (Center for Archaeological Research Only)											\$ -	
G5115 Manage Expense (Center for Archaeological Research Only)											\$ -	
Other Please Specify: BMP (Permeable Pavement Design and Construction - Maintenance) ...reference "Perm Pave Construction Budget" for details											\$ 194,884	

G4050/G5060 Equipment Capital: Note: Minimum \$5,000 per item.										Total	\$ -	
1. Equipment Item 1											\$ -	
2. Equipment Item 2											\$ -	
3. Equipment Item 3											\$ -	
Student and Participant Support										Total	\$ 22,000	
G4140/G5160 Scholarships and Fellowships											\$ -	
G4150/G5170 Tuition & Fees											\$ 22,000	
G4130/G5150 Participant Expenses											\$ -	
G4130/G5155 Participant Travel											\$ -	
Other Costs (F&A Excluded)										Total	\$ 58,846	
G4150/G5170 Tuition & Fees for Salaried NSF Student Employee											\$ -	
G4030/G5040 Alterations and Renovations											\$ -	
G4100/G5120 Rentals and Off Site Leases											\$ -	
G4040/G5050 Equipment Fabrication water sampling and flow volume measuring system ...reference "Water Quality Testing Budget" for details											\$ 58,846	
G5090 Office Services (Center for Archaeological Research Only)											\$ -	
Other Please Specify:											\$ -	

Subawards/Subcontracts - Indirect Costs are only charged on the first \$25,000 of a subaward										Total	\$	-
Subawards	Name of Subrecipient	Subrecipient Direct Costs	Subrecipient Indirect Costs	Subrecipient Total Costs	G4160/G5180 Sub < \$25K	G4170/G5190 Sub > \$25K	G4180/G5200 Sub F&A	Subrecipient Project Total				
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Consortium Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Indirect Rate	<u>On Campus</u>		MTDC; exclusions include: Equipment, Capital Expenditures, Charges for Patient Care, Student Tuition Remission, Rental Costs of off-site facilities, scholarships and fellowships, Participant Support, and the portion of each subaward in excess of \$25,000	Total Direct Costs - Consortium F&A		\$	373,393	
	Organized Research (FY 9/1/17-8/31/18)	47%		Total Consortium F&A		\$	-	
	Organized Research (FY 9/1/18-8/31/19)	40%		F&A Base		\$	292,747	
	Organized Research (FY 9/1/19-8/31/20)	49.5%		F&A Rate 1	48.5%	F&A Base 1	\$	292,747
	Organized Research (FY 9/1/20-8/31/21)	50%		F&A Rate 2	50.0%	F&A Base 2	\$	(0)
	Instruction (FY 9/1/17-8/31/21)	50%		Indirect Cost 1		\$	144,916	
	Other Sponsored Activities (FY 9/1/17-8/31/21)	36%		Indirect Cost 2		\$	-	
	<u>Off Campus</u>			If F&A Rate is different than negotiated rate, please enter justification:				
	All programs (FY 9/1/17-8/31/21)	26%						

Cost Share	Cost Shared Amount (Enter from the Cost Share Request form, only if applicable)	\$ -
	Cost Shared Percentage of Total Budget	0%

Totals	Period 1	UTSA Direct Costs	\$ 373,393
		UTSA Indirect Costs	\$ 144,910
		Sponsor Costs	\$ 518,303
		Award Costs	\$ 518,303

Project Budget Period 2

The University of Texas at San Antonio
Proposal Budget Template

UTSA RESEARCH

Sponsor:	San Antonio River Authority	Period 2	Premium Sharing Contribution Rates* FY 9/1/19 - 8/31/20	
PI/PO:	A.T. Papagiannakis	Start: 9/1/2020	Full Time	Part Time
Title:	Demonstrating the Environmental Benefits of Permeable Surfaced Parking Areas in Bexar County	End: 8/31/2021	Emp/Family \$1,114.18	\$557.09
			Emp/Child \$798.76	\$399.38
			Emp/Spouse \$911.69	\$455.85
			Emp Only \$596.14	\$299.07

Personnel. Headers in [] indicate for hourly personnel										Total Personnel Costs		
Name	Role on Project	Employee Type*	Premium Sharing	Institutional Base Salary (Hourly Rate)	# of Months (Weeks)	Percent of Effort (hrs/wk)	Person Months	% Fringe	G4010/G5010 Salary	G4020/G5030 Fringe Benefits	Total Salary and Fringe	
A.T. Papagiannakis		FT BE 09	Emp/Child	#####	1	100.00%	1	22.56%	\$ 17,497	\$ 3,948	\$ 21,445	
Marcio Giacomoni		FT BE 09	Emp/Family	#####	1	100.00%	1	29.79%	\$ 9,453	\$ 2,816	\$ 12,269	
PhD GRA (2 Students)		PT BE 12	None	\$ 49,440.00	24	50.00%	12	18.00%	\$ 49,440	\$ 8,899	\$ 58,339	
Drew Johnson		FT BE 09	Emp/Family	#####					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
Travel										Total	\$ 1,185	
G4110/G5130 Domestic \$185 (mileage) + \$1,000 (other travel exp)											\$ 1,185	
G4120/G5140 Foreign											\$ -	
Other Costs (F&A Included)										Total	\$ 6,000	
G4090/G5110 Materials & Supplies											\$ -	
G4090/G5110 Publication Costs											\$ -	
G4070/G5080 Consultant Services											\$ -	
G4090/G5110 Computer Services											\$ -	
G4105/G5125 Equipment Rental											\$ -	
G4090/G5110 User Fees \$1,000 (UTSA Lab) + \$5,000 (External Lab) reference "Water Quality Testing Budget" for details											\$ 6,000	
G4090/G5116 Workshop Seminar											\$ -	
G5070 Curation (Center for Archaeological Research Only)											\$ -	
G5115 Mileage Expense (Center for Archaeological Research Only)											\$ -	
Other. Please Specify:											\$ -	

G4050/G5060 Equipment Capital: Note: Minimum \$5,000 per item.										Total	\$ -	
1. Equipment Item 1											\$ -	
2. Equipment Item 2											\$ -	
3. Equipment Item 3											\$ -	
Student and Participant Support										Total	\$ 22,000	
G4140/G5160 Scholarships and Fellowships											\$ -	
G4150/G5170 Tuition & Fees											\$ 22,000	
G4130/G5150 Participant Expenses											\$ -	
G4130/G5155 Participant Travel											\$ -	
Other Costs (F&A Excluded)										Total	\$ -	
G4150/G5170 Tuition & Fees for Salaried NSF Student Employee											\$ -	
G4030/G5040 Alterations and Renovations											\$ -	
G4100/G5120 Rentals and Off Site Leases											\$ -	
G4040/G5050 Equipment Fabrication											\$ -	
G5090 Office Services (Center for Archaeological Research Only)											\$ -	
Other. Please Specify:											\$ -	

Subawards	Subawards/Subcontracts - Indirect Costs are only charged on the first \$25,000 of a subaward										Total	\$
	Name of Subrecipient	Subrecipient Direct Costs	Subrecipient Indirect Costs	Subrecipient Total Costs	G4160/G5180 Sub < \$25K	G4170/G5190 Sub > \$25K	G4180/G5200 Sub F&A	Subrecipient Project Total				
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
	Consortium Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	

Indirect Rate	On Campus		MTDC: exclusions include: Equipment, Capital Expenditures, Charges for Patient Care, Student Tuition Remission, Rental Costs of off-site facilities, scholarships and fellowships, Participant Support, and the portion of each subaward in excess of \$25,000 If F&A Rate is different than negotiated rate, please enter justification:	Total Direct Costs - Consortium F&A		\$	121,238	
	Organized Research (FY 9/1/17-8/31/18)	47%		Total Consortium F&A		\$	-	
	Organized Research (FY 9/1/18-8/31/19)	49%		F&A Base		\$	99,238	
	Organized Research (FY 9/1/19-8/31/20)	49.5%		F&A Rate 1	50.0%	F&A Base 1	\$	99,238
	Organized Research (FY 9/1/20-8/31/21)	50%		F&A Rate 2	50.0%	F&A Base 2	\$	-
	Instruction (FY 9/1/17-8/31/21)	50%		Indirect Cost 1		\$	49,619	
	Other Sponsored Activities (FY 9/1/17-8/31/21)	36%		Indirect Cost 2		\$	-	
	Off Campus							
All programs (FY 9/1/17-8/31/21)	26%							

Cost Share	Cost Shared Amount (Enter from the Cost Share Request form, only if applicable)	\$ -
	Cost Shared Percentage of Total Budget	0%

Totals	Period 2	UTSA Direct Costs	\$ 121,238
		UTSA Indirect Costs	\$ 49,619
		Sponsor Costs	\$ 170,857
		Award Costs	\$ 170,857

Project Budget Period 3

The University of Texas at San Antonio
Proposal Budget Template

UTSA RESEARCH

Sponsor:	San Antonio River Authority	Period 3	Premium Sharing Contribution Rates* FY 9/1/20 - 8/31/21	
PI/PI:	A.T. Papagiannakis	Start: 9/1/2021	Full Time	Part Time
Title:	Demonstrating the Environmental Benefits of Permeable Surfaced Parking Areas in Bexar County	End: 8/31/2022	Emp/Family \$1,114.18	\$557.09
			Emp/Child \$798.76	\$399.38
			Emp/Spouse \$911.69	\$455.85
			Emp Only \$598.14	\$299.07

Personal, Headers in [] indicate for hourly personnel										Total Personnel Costs		
Name	Role on Project	Employee Type*	Premium Sharing	Institutional Base Salary (Hourly Rate)	# of Months (Weeks)	Percent of Effort (hrs/week)	Person Months	% Fringe	G4010/G5010 Salary	G4020/G5030 Fringe Benefits	Total Salary and Fringe	
A.T. Papagiannakis		FT BE 09	Emp/Child	#####	1	100.00%	1	22.43%	\$ 18,022	\$ 4,043	\$ 22,065	
Marcio Giacomoni		FT BE 09	Emp/Family	#####	1	100.00%	1	29.44%	\$ 9,737	\$ 2,867	\$ 12,604	
PhD GRA (2 Students)		PT BE 12	None	\$ 50,923.00	24	50.00%	12	18.00%	\$ 50,923	\$ 9,166	\$ 60,089	
Drew Johnson		FT BE 09	Emp/Family	#####					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
		Select	Select One	\$ -					\$ -	\$ -	\$ -	
Travel											Total	\$ 1,195
G4110/G5130 Domestic \$195 (mileage) + \$1,000 (other travel exp)												\$ 1,195
G4120/G5140 Foreign												\$ -
Other Costs (F&A Included)											Total	\$ 77,598
G4090/G5110 Materials & Supplies												\$ -
G4090/G5110 Publication Costs												\$ -
G4070/G5080 Consultant Services												\$ -
G4090/G5110 Computer Services												\$ -
G4105/G5125 Equipment Rental												\$ -
G4090/G5110 User Fees \$10,000 (UTSA Lab) + \$62,500 (External Lab) ...reference "Water Quality Testing Budget" for details												\$ 72,500
G4090/G5116 Workshop/Seminar												\$ -
G5070 Curation (Center for Archaeological Research Only)												\$ -
G5115 Mileage Expense (Center for Archaeological Research Only)												\$ -
Other, Please Specify: Pavement maintenance												\$ 5,000

G4050/G5060 Equipment Capital: Note: Minimum \$5,000 per item.											Total	\$ -
1. Equipment Item 1												\$ -
2. Equipment Item 2												\$ -
3. Equipment Item 3												\$ -
Student and Participant Support											Total	\$ 22,000
G4140/G5160 Scholarships and Fellowships												\$ -
G4150/G5170 Tuition & Fees												\$ 22,000
G4130/G5150 Participant Expenses												\$ -
G4130/G5155 Participant Travel												\$ -
Other Costs (F&A Excluded)											Total	\$ -
G4150/G5170 Tuition & Fees for Salaried NSF Student Employee												\$ -
G4030/G5040 Alterations and Renovations												\$ -
G4100/G5120 Rentals and Off Site Leases												\$ -
G4040/G5050 Equipment Fabrication												\$ -
G5090 Office Services (Center for Archaeological Research Only)												\$ -
Other, Please Specify:												\$ -

Subawards/Subcontracts - Indirect Costs are only charged on the first \$25,000 of a subaward										Total	\$ -
Name of Subrecipient	Subrecipient Direct Costs	Subrecipient Indirect Costs	Subrecipient Total Costs	G4160/G5180 Sub < \$25K	G4170/G5190 Sub > \$25K	G4180/G5200 Sub F&A	Subrecipient Project Total				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Consortium Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Indirect Rate	<u>On Campus</u>		MTDC: exclusions include: Equipment, Capital Expenditures, Charges for Patient Care, Student Tuition Remission, Rental Costs of off-site facilities, scholarships and fellowships, Participant Support, and the portion of each subaward in excess of \$25,000	Total Direct Costs - Consortium F&A		\$ 195,453	
	Organized Research (FY 9/1/17-8/31/18)	47%		Total Consortium F&A		\$ -	
	Organized Research (FY 9/1/18-8/31/19)	49%		F&A Base		\$ 173,453	
	Organized Research (FY 9/1/19-8/31/20)	49.5%		F&A Rate 1	50.0%	F&A Base 1	\$ 173,453
	Organized Research (FY 9/1/20-8/31/21)	50%		F&A Rate 2	50.0%	F&A Base 2	\$ -
	Instruction (FY 9/1/17-8/31/21)	50%		Indirect Cost 1		\$ 86,727	
	Other Sponsored Activities (FY 9/1/17-8/31/21)	36%		Indirect Cost 2		\$ -	
	<u>Off Campus</u>			If F&A Rate is different than negotiated rate, please enter justification:			
	All programs (FY 9/1/17-8/31/21)	26%					

Cost Share	Cost Shared Amount (Enter from the Cost Share Request form, only if applicable)	\$ -
	Cost Shared Percentage of Total Budget	0%

Totals	Period 3	UTSA Direct Costs	\$ 195,453
		UTSA Indirect Costs	\$ 86,727
		Sponsor Costs	\$ 282,180
		Award Costs	\$ 282,180

Project Budget Period 4

The University of Texas at San Antonio
Proposal Budget Template

UTSA RESEARCH

Sponsor:	San Antonio River Authority	Period 4	Premium Sharing Contribution Rates* FY 9/1/21 - 8/31/22	
PI/PO:	A.T. Papagiannakis	Start: 9/1/2022	Full Time	Part Time
Title:	Demonstrating the Environmental Benefits of Permeable Surfaced Parking Areas in Bexar County	End: 11/30/2022	Emp/Family \$1,114.18	\$557.09
			Emp/Child \$798.76	\$399.38
			Emp/Spouse \$911.69	\$455.85
			Emp Only \$598.14	\$299.07

Personnel Headers in [] indicate for hourly personnel										Total Personnel Costs		
Name	Role on Project	Employee Type*	Premium Sharing	Institutional Base Salary (Hourly Rate)	# of Months (Weeks)	Percent of Effort (hrs/week)	Person Months	% Fringe		G4010/G5010 Salary	G4020/G5030 Fringe Benefits	Total Salary and Fringe
A.T. Papagiannakis		FT DE 09	Emp/Child	#####	0	100.00%	-	-		\$ -	\$ -	\$ -
Marcio Giacomoni		FT DE 09	Emp/Family	#####	0	100.00%	-	-		\$ -	\$ -	\$ -
PhD GRA (2 Students)		PT DE 12	None	\$ 52,451.00	12	50.00%	6	18.00%		\$ 28,226	\$ 4,721	\$ 30,947
Drew Johnson		FT DE 09	Emp/Family	#####	-	-	-	-		\$ -	\$ -	\$ -
		Select	Select One	\$ -	-	-	-	-		\$ -	\$ -	\$ -
		Select	Select One	\$ -	-	-	-	-		\$ -	\$ -	\$ -
		Select	Select One	\$ -	-	-	-	-		\$ -	\$ -	\$ -
		Select	Select One	\$ -	-	-	-	-		\$ -	\$ -	\$ -
		Select	Select One	\$ -	-	-	-	-		\$ -	\$ -	\$ -
		Select	Select One	\$ -	-	-	-	-		\$ -	\$ -	\$ -
		Select	Select One	\$ -	-	-	-	-		\$ -	\$ -	\$ -
Travel										Total		
G4110/G5130 Domestic										\$ -		
G4120/G5140 Foreign										\$ -		
Other Costs (FAA Included)										Total		
G4090/G5110 Materials & Supplies										\$ -		
G4090/G5110 Publication Costs										\$ -		
G4070/G5080 Consultant Services										\$ -		
G4090/G5110 Computer Services										\$ -		
G4105/G5125 Equipment Rental										\$ -		
G4090/G5110 User Fees										\$ -		
G4090/G5116 Workshop-Seminar										\$ 3,000		
G5070 Curation (Center for Archaeological Research Only)										\$ -		
G5115 Mileage Expense (Center for Archaeological Research Only)										\$ -		
Other, Please Specify: Pavement Maintenance										\$ 5,000		

G4050/G5050 Equipment Capital: Note: Minimum \$5,000 per item.										Total		
1. Equipment Item 1										\$ -		
2. Equipment Item 2										\$ -		
3. Equipment Item 3										\$ -		
Student and Participant Support										Total		
G4140/G5160 Scholarships and Fellowships										\$ -		
G4150/G5170 Tuition & Fees										\$ 8,000		
G4130/G5150 Participant Expenses										\$ -		
G4130/G5155 Participant Travel										\$ -		
Other Costs (FAA Excluded)										Total		
G4150/G5170 Tuition & Fees for Salaried NSF Student Employee										\$ -		
G4030/G5040 Alterations and Renovations										\$ -		
G4100/G5120 Rentals and Off Site Leases										\$ -		
G4040/G5050 Equipment Fabrication										\$ -		
G5090 Office Services (Center for Archaeological Research Only)										\$ -		
Other, Please Specify:										\$ -		

Subawards/Subcontracts - Indirect Costs are only charged on the first \$25,000 of a subaward										Total \$	
Subawards	Name of Subrecipient	Subrecipient Direct Costs	Subrecipient Indirect Costs	Subrecipient Total Costs	G4160/G5180 Sub < \$25K	G4170/G5190 Sub > \$25K	G4180/G5200 Sub F&A	Subrecipient Project Total			
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Consortium Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Indirect Rate	<u>On Campus</u>		MTDC: exclusions include: Equipment, Capital Expenditures, Charges for Patient Care, Student Tuition Remission, Rental Costs of off-site facilities, scholarships and fellowships, Participant Support, and the portion of each subaward in excess of \$25,000	Total Direct Costs - Consortium F&A		\$	44.94	
	Organized Research (FY 9/1/17-8/31/18)	47%		Total Consortium F&A		\$	-	
	Organized Research (FY 9/1/18-8/31/19)	49%		F&A Base		\$	38.94	
	Organized Research (FY 9/1/19-8/31/20)	49.5%		F&A Rate 1	50.0%	F&A Base 1	\$	-
	Organized Research (FY 9/1/20-8/31/21)	50%		F&A Rate 2	50.0%	F&A Base 2	\$	39.94
	Instruction (FY 9/1/17-8/31/21)	50%		Indirect Cost 1		\$	-	
	Other Sponsored Activities (FY 9/1/17-8/31/21)	36%		Indirect Cost 2		\$	19.47	
	<u>Off Campus</u>			If F&A Rate is different than negotiated rate, please enter justification:				
	All programs (FY 9/1/17-8/31/21)	26%						

Cost Share	Cost Shared Amount (Enter from the Cost Share Request form, only if applicable)	\$ -
	Cost Shared Percentage of Total Budget	0%

Totals	Period 4	UTSA Direct Costs	\$ 44,947
		UTSA Indirect Costs	\$ 19,474
		Sponsor Costs	\$ 64,421
		Award Costs	\$ 64,421

Exhibit B

Budget Summary Table

The University of Texas at San Antonio
Proposal Budget Template

UTSA RESEARCH

Sponsor:	San Antonio River Authority	Summary Page
PI/PD:	A.T. Papagiannakis	
Title:	Demonstrating the Environmental Benefits of Permeable Surfaced Parking Areas in Bexar County	

		Period 1	Period 2	Period 3	Period 4	Period 5	All
	Start	9/1/2019	9/1/2020	9/1/2021	9/1/2022		9/1/2019
	End	8/31/2020	8/31/2021	8/31/2022	11/30/2022		11/30/2022
Personal	Subtotal	\$ 82,686	\$ 82,053	\$ 94,758	\$ 30,947	\$ -	\$ 300,444
G4010 G5010 Salaries		\$ 67,980	\$ 78,390	\$ 78,682	\$ 28,226	\$ -	\$ 249,278
G4020 G5030 Fringe Benefits		\$ 14,706	\$ 15,663	\$ 16,076	\$ 4,721	\$ -	\$ 51,166
Travel	Subtotal	\$ 1,177	\$ 1,185	\$ 1,195	\$ -	\$ -	\$ 3,557
G4110 G5130 Travel - Domestic		\$ 1,177	\$ 1,185	\$ 1,195	\$ -	\$ -	\$ 3,557
G4120 G5140 Travel - Foreign		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Expense	Subtotal	\$ 58,646	\$ -	\$ -	\$ -	\$ -	\$ 58,646
G4030 G5040 Construction		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4040 G5050 Equipment Fabrication		\$ 58,646	\$ -	\$ -	\$ -	\$ -	\$ 58,646
G4050 G5060 Equipment Capital		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Direct	Subtotal	\$ 206,884	\$ 6,000	\$ 77,500	\$ 8,000	\$ -	\$ 300,384
X G5070 Curation (L5 Only)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4070 G5080 Consultants		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
X G5090 Office Services (L5 Only)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4090 G5110 Materials and Supplies		\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000
G4090 G5110 Publication Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4090 G5110 Computer Services		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4090 G5110 User Fees		\$ 6,000	\$ 6,000	\$ 72,500	\$ -	\$ -	\$ 84,500
? ? Other (F&A Included)		\$ 194,884	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 204,884
? ? Other (F&A Excluded)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4090 G5116 Workshop-Seminar Costs		\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000
X G5115 Mileage Expense (L5 Only)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4100 G5120 Rentals & Leases		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4105 G5125 Rental Equipment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4150 G5170 NSF G.6 Other Tuition & Fees		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Student and Participant Support	Subtotal	\$ 22,000	\$ 22,000	\$ 22,000	\$ 6,000	\$ -	\$ 72,000
G4130 G5150 Participant Expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4130 G5155 Participant Travel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4140 G5160 Scholarships & Fellowships		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G4150 G5170 Tuition & Fees		\$ 22,000	\$ 22,000	\$ 22,000	\$ 6,000	\$ -	\$ 72,000
Subawards	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sponsor Costs		\$ 518,303	\$ 170,857	\$ 282,180	\$ 64,421	\$ -	\$ 1,035,761
UTSA Direct Costs		\$ 373,393	\$ 121,238	\$ 195,453	\$ 44,947	\$ -	\$ 735,031
G4180 G5200 UTSA Indirect Costs		\$ 144,910	\$ 49,619	\$ 86,727	\$ 19,474	\$ -	\$ 300,730
UTSA F&A Base		\$ 292,747	\$ 99,238	\$ 173,453	\$ 38,947	\$ -	\$ 604,385
Cost Share Commitment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cost Share %		0%	0%	0%	0%	-	-
Direct Cost - Consortium F&A		\$ 373,393	\$ 121,238	\$ 195,453	\$ 44,947	\$ -	\$ 735,031
Consortium F&A		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Award Costs		\$ 518,303	\$ 170,857	\$ 282,180	\$ 64,421	\$ -	\$ 1,035,761

Exhibit C

Project Schedule

	Calendar Year												
	2019	2020			2021				2022				
Activity/Task	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Planning and Design BMPs													
1.1 Pavement site selection													
1.2 Experimental design													
1.3 Pavement structural design													
Task 2: Pre-Construction monitoring													
2.1 Design H ₂ O quality sampling													
2.2 Develop QAPP													
2.3 Sampling													
2.4 Laboratory analysis													
Task 3: PP BMP Construction													
3.1 Permeable pavement site construction													
Task 4: Construction Monitoring													
4.1 Sampling													
4.2 Laboratory analysis													
Task 5: Post-Construction Monitoring													
5.1 Sampling													
5.2 Laboratory analysis													
Task 6: Post-Construction Maintenance													
6.1 Maintenance of the BMPs													
Task 7: Financial Analysis													
7.1 Quantify costs of alternative PPs													
7.2 Estimate benefits of PP parking area													
Task 8: Develop Design Guidelines for PPs													
8.1 Draft BMP guidelines for PPs													
Task 9: Produce Educational Module													
9.1 Compile and deliver educational module													
Task 10: Produce Report Documenting Project Effort and Results													
10.1 Produce comprehensive final report													

9/1/19

11/30/22

9/1/19

11/30/22

Expected Quarterly Expenditures

	Calendar Year												
	2019	2020				2021				2022			
Activity/Task	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Planning and Design BMPs													
1.1 Pavement site selection													
1.2 Experimental design													
1.3 Pavement structural design													
Task 2: Pre-Construction monitoring													
2.1 Design H2O quality sampling													
2.2 Develop QAPP													
2.3 Sampling													
2.4 Laboratory analysis													
Task 3: PP BMP Construction													
3.1 Permeable pavement site construction													
Task 4: Construction Monitoring													
4.1 Sampling													
4.2 Laboratory analysis													
Task 5: Post-Construction Monitoring													
5.1 Sampling													
5.2 Laboratory analysis													
Task 6: Post-Construction Maintenance													
6.1 Maintenance of the BMPs													
Task 7: Financial Analysis													
7.1 Quantify costs of alternative PPs													
7.2 Estimate benefits of PP parking areas													
Task 8: Develop Design Guidelines for PPs													
8.1 Draft BMP guidelines for PPs													
Task 9 : Produce Educational Module													
9.1 Compile and deliver educational module													
Task 10: Produce Report Documenting Project Effort and Results													
10.1 Produce comprehensive final report													
Estimated Quarterly Expenses	\$100,679	\$42,033	\$42,033	\$333,558	\$42,714	\$42,714	\$42,714	\$42,714	\$70,545	\$70,545	\$70,545	\$70,545	\$64,421
Total per period	\$			518,303	\$			170,857	\$			282,180	\$64,421

Exhibit D

SBEDA Ordinance Compliance Provisions

A. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this Exhibit are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual in effect as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this Exhibit shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

B. SBEDA Program Compliance – Affirmative Procurement Initiatives

City has applied the following contract-specific Affirmative Procurement Initiatives to this Agreement, which apply solely to the City funds appropriated towards the construction portion of this project’s scope of work. Grantee hereby acknowledges and agrees the selected API requirement also shall be extended to any change order or subsequent contract modification and, absent SBO’s granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

M/WBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 2. (d), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least twelve percent (12%) of its prime contract value to certified M/WBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA).

The Subcontractor / Supplier Utilization Plan that Grantee submitted to CITY for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by Grantee on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor’s scope of work and confirmation of each M/WBE Subcontractor’s commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of Grantee to attain this subcontracting goal for M/WBE firm participation in the performance of a Commercially

Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

C. Contract Requirements and Commitment

Grantee understands and agrees that the following provisions shall be requirements of this Funding Agreement, and by its execution, Grantee, in acknowledging these requirements, commits to comply with these provisions.

Waiver Request - Grantee may request, for good cause, a full or partial Waiver of a *specified subcontracting goal* by submitting the *Vendor Subcontracting Waiver Request* form (which is available at <http://www.sanantonio.gov/SBO/Forms.aspx>). The Grantee's Waiver request must fully document consultant, sub-consultant, contractor, Subcontractor and/or Supplier unavailability despite Grantor's good faith efforts to comply with the goals. Such documentation shall include all good faith efforts made by Funding Recipient including, but not limited to, which consultants, sub-consultants, contractors, Subcontractors and/or Suppliers were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact.

D. SBEDA Program Compliance – General Provisions

Grantee acknowledges and accepts the terms of City's SBEDA Ordinance, as amended, together with all requirements, guidelines and procedures set forth in City's SBEDA Policy & Procedure Manual, are in furtherance of City's efforts at economic inclusion and, moreover, such terms are part of Grantee's Scope of Work, as referenced in City's Funding Agreement, forming the basis for a Funding Agreement award and subsequent execution of this Agreement. These SBEDA Ordinance requirements, guidelines and procedures hereby are incorporated by reference into this Agreement and are considered by the Parties hereto to be material terms. Grantee's agreement fully to comply with the Grantee acknowledges and accepts the terms of City's SBEDA Ordinance, as amended, together with all requirements, guidelines and procedures set forth in City's SBEDA Policy & Procedure Manual, are in furtherance of City's efforts at economic inclusion and, moreover, such terms are part of Grantee's Scope of Work, as referenced in City's Funding Agreement, forming the basis for a Funding Agreement award and subsequent execution of this Agreement. These SBEDA Ordinance requirements, guidelines and procedures hereby are incorporated by reference into this Agreement and are considered by the Parties hereto to be material terms. Grantee's agreement fully to comply with these SBEDA program terms is a material condition for being awarded this Funding Agreement by City. Without limitation, Grantee further agrees to the following terms as part of its contract compliance responsibilities under City's SBEDA Programs SBEDA program terms is a material condition for being awarded this Funding Agreement by City.

Without limitation, Grantee further agrees to the following terms as part of its contract compliance responsibilities under City's SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term.
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers.
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement.
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms

listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

For more information please see link: <http://www.sanantonio.gov/SBO/Compliance>.

E. Violations, Sanctions and Penalties

In addition to the above terms, Grantee acknowledges and agrees it is a violation of the SBEDA Ordinance and shall be deemed to have committed a material breach of this Agreement if Grantee:

1. Fraudulently obtains, retains, attempt to obtain, or aids another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsifies, conceals or covers up by a trick, scheme or device, a material fact or makes any false, fictitious or fraudulent statements or representations, or makes use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statements or entries pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstructs, impedes or attempts to obstruct or impede any authorized official or employee investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtains, attempts to obtain or aids another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Makes false statements to any entity that any other entity is or is not certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person or entity violating the provisions of this **clause** shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract

2. Withholding of funds
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance
4. Refusal to accept a response or proposal.

Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, Grantee represents and warrants it has complied with, throughout the course of this solicitation and contract award process and will continue to comply with, City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Grantee shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s), Suppliers vendors or commercial customers, nor shall Grantee retaliate against any person for reporting instances of such discrimination. Grantee shall provide equal opportunity for Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s), Suppliers and vendors to participate in all of Grantee's public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this **clause** shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Grantee understands and agrees a material violation of this **clause** shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Grantee from participating in City contracts or other sanctions. This **clause** is not enforceable by or for the benefit of, and creates no obligation to, any third party. Grantee's certification of its compliance with this Commercial Nondiscrimination Policy, as submitted to City pursuant to the solicitation for this Agreement, hereby is incorporated into the material terms of this Agreement. Grantee shall incorporate this Commercial Nondiscrimination Policy clause into each of its Consultant(s), Sub-Consultant(s), Contractor(s) Subcontractor(s) and Supplier agreements entered into pursuant to City contracts.

G. Prompt Payment

Upon execution of this Agreement, Grantee shall be required to submit to City accurate progress payment information with each invoice, with regard to each of its Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s) and Suppliers, including HUBZone Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s) and Suppliers, to ensure Grantee's reported subcontract participation is accurate. Grantee shall pay its Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s) and Suppliers in compliance with Chapter 2251, Texas Government Code (known as the "Prompt

Payment Act”) within ten (10) days of receipt of payment from City. In the event of Grantee’s noncompliance with these prompt payment provisions, no new City contracts shall be issued to Grantee until City’s audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the Agreement.

H. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise (“S/M/WBE”) Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Centralized Vendor Registration System (hereinafter referred to as “CVR”) – Refers to a mandatory electronic system wherein the City requires all prospective Consultants, Subconsultants, Contractors and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the City’s Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE (as defined herein) firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Certification or “Certified” – Refers to the process by which City’s Small Business Office (hereafter referred to as “SBO”) staff determines a firm to be a bona-fide small, minority-, women-owned or emerging small business enterprise. Emerging Small Business Enterprises (hereafter referred to as “ESBEs”) automatically are eligible for Certification as SBEs. Any firm may apply for multiple Certifications covering each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, City accepts any firm that is certified by local government entities and/or other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Commercially Useful Function – Means a S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm also must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality,

ordering the material and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it actually is performing, the S/M/WBE credit claimed for its performance of the work and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation when, in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by Grantee to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by City as fraudulent, if Grantee attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, Grantee shall not be given credit for the participation of its S/M/WBE Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s), Suppliers or joint venture partner towards attainment of S/M/WBE utilization goals, and Grantee and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Good Faith Efforts – Means the documentation of Grantee’s intent to comply with S/M/WBE Program Goals and procedures including, but are not limited to, the following:

1. Documentation reflecting Grantee’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or
2. Documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes, to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Consultant’s posting of a bond covering the work of SBE or M/WBE Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s) and/or Suppliers; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by Grantee and the solicitation; and documentation of consultations with trade associations and Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s) and/or Suppliers representing the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE

Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s) and/or Suppliers). The appropriate form and content of Grantee's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – Means a business certified by the U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet all of the following criteria:

1. The business is owned and Controlled by U.S. citizens;
2. At least thirty five percent (35%) of the business's employees must reside in a HUBZone and
3. The business's Principle Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – Means the ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – Means an adult person that is of legal majority age.

Industry Categories – means procurement groupings for City inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services and Goods and Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term sometimes may be referred to as "business categories."

Minority/Women Business Enterprise (hereafter referred to as "M/WBE") – refers to a firm certified as a Small Business Enterprise and also is certified as either a Minority Business Enterprise or as a Women Business Enterprise, is at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members and/or women and is ready, willing and able to sell goods or services to be purchased by City.

M/WBE Directory – refers to a listing of minority- and women-owned businesses certified for participation in City's M/WBE Program APIs.

Minority Business Enterprise (hereafter referred to as "MBE") – means any legal entity, except a joint venture, organized to engage in for-profit transactions, certified a Small Business Enterprise and is at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, as defined below, and is ready,

willing and able to sell goods or services to be purchased by City. To qualify as a MBE, the enterprise shall meet the Significant Business Presence requirement defined herein. Unless otherwise stated, the term MBE, as used in City's Ordinance, is not inclusive of women-owned business enterprises.

Minority Group Members – refers to African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in or that are citizens of the United States or its territories, as defined below:

African-Americans – Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans – Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans – Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans – Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – refers to a City department or authorized representative of City managing the contract.

Payment – refers to the dollars actually paid to Grantee and/or Grantee's Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s), Suppliers and/or vendors for City-contracted goods and/or services.

Prime Consultant – refers to a Consultant, under contract to City, to whom a purchase order or contract is issued by City for the purposes of providing goods or services to City. For purposes of this Agreement, this term refers to Grantee.

Relevant Marketplace – means the geographic market area affecting the S/M/WBE Program, as determined for purposes of collecting data for NERA Economic Consulting and for determining eligibility for participation under various programs established by City's SBEDA Ordinance, defined as the San Antonio Metropolitan Statistical Area (as defined herein), which currently includes the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this Agreement, Funding Recipient is the Respondent.

Responsible – means a firm capable in all respects fully to perform the contractual requirements outlined in City's solicitation and has the integrity and reliability to assure good faith performance of all project specifications.

Responsive – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA, hereafter referred to as “SAMSA”) – also known as the Relevant Marketplace, referring to the geographic market area from which City’s NERA Economic Consulting analyzed contract utilization and availability data for disparity. City’s SAMSA currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

SBE Directory - refers to a listing of small businesses certified for participation in City's SBE Program APIs.

SBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified SBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein there have been ongoing disparities in the utilization of available SBE Subcontractors.

When specified by the GSC, the SBE Subcontracting Plan or Good Faith Efforts plan submitted by Funding Recipient may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for SBE firms.

Significant Business Presence – defined as an established place of business in one or more of the eight (8) counties making up the SAMSA, from which twenty percent (20%) of the entity’s full-time, part-time and contract employees regularly are based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence. To qualify for this Program, a S/M/WBE must be headquartered or have a significant business presence for at least one (1) year within the Relevant Marketplace.

Small Business Enterprise (SBE, hereafter referred to as “SBE”) – means a corporation, partnership, sole proprietorship or other recognized legal entity existing for the purpose of making a profit, is independently owned and operated by Individuals legally residing in or are citizens of the United States or its territories, meets the U.S. Small Business Administration (hereafter referred to as “SBA”) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements, as defined herein.

Small Business Office (SBO, hereafter referred to as “SBO”) – means the office within City’s EDD Department primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager (hereafter referred to as “SBO Manager”) – refers to the Assistant Director of EDD responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager also is responsible for enforcement of Grantee, Consultant and vendor compliance with contract participation requirements and ensuring that overall SBEDA Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program, hereafter referred to as “S/M/WBE Program”) – refers to the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Sub-Consultant – means any vendor of Grantee providing goods or services to Grantee in furtherance of Grantee’s performance under an agreement, contract or purchase order with City. A copy of each binding agreement between Grantee and its Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s) and Suppliers shall be submitted to City in writing prior to execution of this Agreement and any modification to this Agreement.

Suspension – means the temporary stoppage of a SBE or M/WBE firm’s beneficial participation in City’s S/M/WBE Program for a finite period of time, due to the cumulative contract payments the S/M/WBE firm received during a fiscal year exceeding a certain dollar threshold, as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance; or the temporary stoppage of Grantee’s and/or S/M/WBE firm’s performance and payment under City contracts due to City’s imposition of Penalties and Sanctions, as set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Sub-Consultant/Supplier Utilization Plan – refers to the binding part of this Agreement stating Grantee’s commitment for the use of Joint Venture Partners and/or Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s) and/or Suppliers in the performance of this Agreement, stating the name, scope of work and dollar value of work to be performed by each of Grantee’s Joint Venture partners and/or Consultant(s), Sub-Consultant(s), Contractor(s), Subcontractor(s) and/or Suppliers in the course of the performance of this Agreement, specifying the S/M/WBE Certification category for each Joint Venture partner and/or Consultant, Sub-Consultant, Contractor, Subcontractor and/or Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or and Consultant, Sub-Consultant, Contractor, Subcontractor and/or Supplier names, scopes of work or dollar values of work to be performed requires an amendment to this Agreement approved by the EDD Manager or his/her designee.

Women Business Enterprises (WBEs, hereafter referred to as “WBEs”) – refers to any legal entity, except a Joint Venture, organized to engage in for-profit transactions, certified, for purposes of the SBEDA Ordinance, as being a Small Business Enterprise, is at least fifty-one percent (51%) owned, managed and controlled by one or more non-minority women Individuals lawfully residing in or are citizens of the United States or its territories, is ready, willing and able to sell goods or services to be purchased by City and meets the Significant Business Presence requirements, as defined herein. Unless otherwise stated, WBE, as used in this Agreement, is not inclusive of MBEs.

I. Violations, Sanctions and Penalties

In addition to the above terms, Funding Recipient acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of Funding Recipient or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).